

SERIAL 13136 RFP ESCROW & TITLE FINANCIAL SERVICES
Contract - Sharon Hodges DBA Allands

DATE OF LAST REVISION: March 17, 2016

CONTRACT END DATE: March 31, 2018

CONTRACT PERIOD THROUGH MARCH 31, ~~2016~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ESCROW & TITLE FINANCIAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 27, 2014 (Eff. 03/01/14)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: Office of Procurement Services
Don Jeffery, FMD

(Please remove Serial 07138-S from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 13136-RFP

This Contract is entered into this 27th day of February, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Sharon Hodges DBA Allands , an Arizona corporation ("Contractor") for the purchase of Escrow and Title Financial Services (**Limited Title Searches Only**).

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 1st day of March, 2014 and ending the 31st day of March, ~~2016~~ **2018**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) additional two (2) year options, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract (2 year term) anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- County Project Number (1)

- Assessor Parcel Number (1)
- Title Report Order Number (1)
- Title Company Order Number (1)
- MCDOT or FCDMC Item Number(s) (1)
- Description of Services Provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 NOTE: Items containing (1) shall appear together (in a group) and on the first page of Schedule "A" and on the Invoice.

3.3.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.4.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.5.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any actions are taken by any state agency, Federal Department, or any other agency, or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services

are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County

6.2 INSURANCE:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with

respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

~~6.2.9 Commercial General Liability:~~

~~Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.~~

~~6.2.10 Automobile Liability:~~

~~Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.~~

6.2.11 Workers' Compensation:

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Professional Liability:

Professional Liability Insurance which will ensure and provide coverage with limits of not less than \$4,000,000 for each occurrence.

6.2.14 Certificates of Insurance.

6.2.14.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

6.2.14.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.14.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.15 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform to the Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 **INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 **ORDERING AUTHORITY:**

6.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

6.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

6.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

6.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

6.8 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Sharon Hodges DBA Allands
Attn: Sharon Elaine Hodges
14947 West Piccadilly Road
Goodyear, AZ 85395

6.9 REQUIREMENTS CONTRACT:

6.9.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.9.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.9.3 Purchase orders will be cancelled in writing.

6.10 SUSPENSION:

In lieu of contract termination, County shall have the right to suspend, without prior notice, the Contractor when Contractor has failed or refused to respond to three (3) requests for bids within a three (3) month period, missed the Maximum Delivery Date, submitted title reports within delivery time but were not in compliance with section 2.1, and for non-compliance with escrow performance as outlined in section 2.8. Reinstatement will be dependent upon the Contractor demonstrating that the cause for the suspension has been corrected. Notice of suspension shall be made in writing or by telephone message to the Contractor or his representative, stating the length of the suspension and the reason(s) therefore. If suspension is made by telephone, a written confirmation of the suspension will follow within three (3) working days.

6.11 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress,

work completed and materials accepted before the effective date of the termination.

6.12 TERMINATION FOR DEFAULT:

6.12.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.12.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.12.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.12.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.13 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.14 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.15 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.16 ADDITIONS/DELETIONS OF SERVICE:

6.16.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are

required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.17 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.18 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.19 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.20.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

6.20.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.20.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.21 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.22 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.23 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.26 CONTRACTOR LICENSE REQUIREMENT:

6.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.27.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.31.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.31.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.32 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.33.1 Exhibit A, Vendor Information

6.33.2 Exhibit A-1, Pricing / Fixed Rates;

6.33.3 Exhibit B, Scope of Services

6.33.4 Exhibit C, General Instructions – Escrow Services

6.33.5 Exhibit D, Bring-Down Endorsements

6.33.6 Exhibit E, PTR Checklist

6.33.7 Exhibit F, Escrow Checklist

6.33.8 Exhibit G, Office of Procurement Services Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Sharon Elaine Hodges

AUTHORIZED SIGNATURE

Sharon Elaine Hodges, dba Allards

PRINTED NAME AND TITLE

14947 W. Piccadilly Rd, Noogyear, AZ 85395

ADDRESS

2-13-2014

DATE

MARICOPA COUNTY

[Signature]

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

3/16/14

DATE

~ OR ~

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

Dan Bente

LEGAL COUNSEL

March 5 2014

DATE

EXHIBIT A-1

PRICING / FIXED RATES

<u>ITEM DESCRIPTION</u>	<u>FIXED RATES</u>
1.1 Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	
1.1.1 Standard Report	<u>\$ 750.00 / per report</u>
1.1.2 Expedited Report	<u>\$1,100.00 / per report</u>
1.1.3 If chain of title beyond forty (40) years is requested add	<u>\$ 300.00 / per report</u>
1.2 Updated Preliminary Title Report within Maricopa County: (This price includes copies of all documents referenced in Schedule B, Section 1 and 2.)	<u>\$ 200.00 / per report</u>
NOTE: This is exclusive of item 2.4.1 pertaining to providing an updated Title Report with the	
1.3 Escrow Services:	<u>100% of Attached Rate Schedule or \$550.00, whichever is greater.</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract.	
1.4 Title Insurance Policy:	<u>Per the Attached Rate Schedule</u>
NOTE: Rate Schedule is attached hereto and shall be adhered to throughout the term of this contract, unless updated by filing with and approval of such Schedule with the Arizona State Department of Insurance.	
1.5 Litigation Guarantee:	
1.5.1 Within Maricopa County:	<u>Per the Attached Rate Schedule</u>
1.5.2 Updated Title Report with Schedule C for use in litigation within Maricopa County	<u>\$ 750.00 / per report</u>
NOTE: If a Preliminary Title Report has been issued, Escrow Services and Title Insurance must be billed separately from other costs directly related to the acquisition.	
1.6 MCDOT requested Escrow Cancellation Fee: (Per contract definition of Open Escrow)	<u>\$ 200.00 / escrow</u>
1.7 Bring-Down Endorsement and/or Updated Litigation Guarantee:	<u>\$ 350.00 / per report</u>
1.8 Additional Parcel: (For parcel splits with common ownership)	<u>\$ 30.00 / per parcel</u>
1.9 Any other services provided by the Title Company to Maricopa County shall be set out in writing and will be paid at mutually acceptable rates.	
1.10 Name of Title Company's Underwriters:	<u>None, bidding on Limited Title Search only</u>
1.11 Limited Title Search (Historical Chain: of Title)	<u>\$ 250.00 / per parcel</u>

EXHIBIT B**1.0 SCOPE OF SERVICES:****1.1 TITLE REPORTS - CONTENT & DELIVERY TIME FRAMES:**

- 1.1.1 The Preliminary Title Reports (PTR), Updated Title Reports, ~~and~~ **Litigation Guarantees and Limited Title Searches** shall be issued within the Maximum time frames listed in Section 2.2 and according to the following criteria, unless otherwise agreed to by both parties.
- 1.1.2 Title Report orders are issued based on guaranteed delivery date submitted and previous assignment performance of the qualified vendors. Delivery dates cannot exceed the Maximum Delivery Schedule in sections 2.2. Failure to comply with the schedule is a breach of contract.
- 1.1.3 Each letter sent by the County to the Contractor requesting Title Reports/Litigation Guarantees/Escrow Instructions, is to be considered an independent order.
- 1.1.4 As part of the Title Report/Litigation Guarantee/Update/**Limited Title Search**, the Contractor is required to provide the County with one (1) legible copy of all instruments/documents recited in the Title Report/Litigation Guarantee, including; identification of parties to Schedule "A"; all instruments/documents referred to in Schedule "B"; Sections 1 and 2 of the Title Report, all easements, restrictions, covenants, mortgage or deeds of trust encumbrances; all "exceptions"; the current Vesting document; the original patent;
- 1.1.5 A chain of title, in narrative form, for the last five (5) ownerships, not to exceed Forty (40) years. The chain of title must show the existing ownership and the documentation citing that ownership and the first page of any "Uniform Commercial Code" document.
- 1.1.6 The PTR Checklist document (see Exhibit 4) attached to this Contract shall be included with the submission of the assignment Title Reports. Items on the Checklist shall be initialed and signed by the Contractor Point of Contact or Assistant on record with the PWRED. **The PTR Checklist is not required for Limited Title Searches.**
- 1.1.7 The preliminary Title Report, Litigation Guarantee, or updated report will cite the current vested owner on the Schedule "A" of the report.
- 1.1.8 Each copy of the Title Report, Litigation Guarantee and Update will be required to be identified with the MCDOT or FCDMC Project Number, Assessor Parcel Number, Title Report Order Number, and the MCDOT or FCDMC Item Number.
- 1.1.9 Title Reports shall also be submitted in a CD/DVD format for each title report ordered. A separate file shall be created for each document in the format or similar as shown in the (see Exhibit 6 & Exhibit 7) document attached to this Contract. Submittals containing combined documents into one file or scanner generated file names will be returned for correction and resubmittal. **CD/DVD submittals are not required for Limited Title Searches.**
- 1.1.10 When the Title Officer or Escrow Officer determines that a parcel has been split, the Contractor is required to contact County's "Public Works Real Estate Division's representative, to obtain additional "item" numbers that will be matched with the new Title Report/Escrow Numbers – necessary to differentiate between multiple parcels having one assessor/tax parcel number.
- 1.1.11 Title Report amendments to correct errors/omissions in the submitted Title Report, Litigation/Litigation Guarantee/Escrow Instructions shall be provided to the County at no charge.

1.1.12 ALL MULTIPLE PAGE DOCUMENTS SHALL BE STAPLED OR BOUND when submitted. All parcels submitted not stapled or bound will be returned and the actual submitted date will be adjusted to the date all documents have been received stapled or bound. **Limited Title Searches may be delivered electronically.**

1.2 Maximum Delivery Schedule – Preliminary, Updated Preliminary Title Reports, Non-Condemnation, Open Escrow and Litigation Guarantees.

<u>ITEM</u>	<u>DELIVERY SCHEDULE</u>
1-10 Parcels	3 business days per Parcel
11-20 Parcels	2.5 business days per Parcel
21-30 Parcels	2 business days per Parcel
31 or more Parcels	1.5 business days per parcel

The County, at its own discretion, may request Bring-Down Endorsements in lieu of litigation guarantees (See EXHIBIT 3). In this situation the Contractor will be requested to provide an Updated Preliminary Title Report with a Schedule “C”. During the course of the legal action the Contractor will be requested to provide additional bring down endorsements and at the conclusion of the legal action provide a Title Insurance Policy for the amount of the Judgment. Delivery schedule of the Updated Preliminary Title Reports with Schedule “C” to comply with “MAXIMUM” delivery schedule as indicated above for Litigation Guarantees. Subsequent Bring-Down Endorsements to comply with the “STANDARD” delivery schedule of the Litigation Guarantees.

1.3 DISTRIBUTION OF WORK ASSIGNMENTS:

The Contractor understands that they may not exceed the fees specified on their Pricing Page. Prior to assigning work to the Contractor under this Contract, County will fax a REQUEST FOR GUARANTEED DELIVERY” and Content Check List to all Contractors. The “REQUEST FOR GUARANTEED DELIVERY” will state the number of title reports requested and require each Contractor submit a delivery time frame (number of working days) to provide title reports for that requested order. Selection of a specific title company to perform a specific work assignment will be determined by submitted guaranteed delivery date, contractor qualifications and experience, and previous assignment performance. At the discretion of Maricopa County, if additional title reports are required for the same project, Maricopa County retains the right to continue use of the same title company that was awarded the initial assignment.

1.4 TITLE INSURANCE:

The Contractor shall furnish Standard Owner’s or Extended Title Insurance Policy in the amount of the acquisition cost or the minimum liability amount, whichever is greater. The Contractor is also asked to submit a quote for any related premium charges on those occasions where the County requests an “Arizona Land Title Association” (“ALTA”) policy. **This does not apply to Limited Title Searches.**

1.5 ESCROW INSTRUCTIONS & PURCHASE AGREEMENTS:

The Contractor shall cooperate with County’s authorized Right-of-Way Agent or other County-designated personnel to:

1.5.1 OPEN ESCROW:

1.5.1.1 Upon the instruction of the Agent, escrow will be considered open.

1.5.1.2 Begin inputting data into the Escrow Check List (see Exhibit 5), check list to be provided by Agent.

- 1.5.1.3 Provide any supplemental escrow instructions at the request of Agent using County's escrow document format.
- 1.5.1.4 The County, may, at its own discretion, prepare a Purchase Agreement which will substitute for the Escrow Instructions.
- 1.5.1.5 Set an anticipated COE date with the Agent.
- 1.5.1.6 Begin emailing weekly status updates to Agent advising of any problems/delays.
- 1.5.2 **UPDATE TITLE:**
 - 1.5.2.1 Upon opening of escrow by Agent.
 - 1.5.2.2 If specifically requested by Agent.
 - 1.5.2.3 Prepare, review & deliver each updated title report with all identifying information as outlined in Title Section 2.1 within three (3) business days at NO additional cost to the County.
 - 1.5.2.4 Escrow officer must advise Agent, in writing of any requirements that may prevent or cause a prolonged escrow closing and provide partial release requirements or consent to easement requirements, if applicable.
 - 1.5.2.5 Notify Agent of tax issues that can prohibit a close of escrow.
- 1.5.3 **CLEAR TITLE REQUIREMENTS:**
 - 1.5.3.1 Upon receipt of the seller signed Purchase Agreement begin any and all document preparation, contact seller, contact and obtain lien release requirements from all existing mortgages, liens, judgments, contracts, leases, etc. in order to be in a position to close upon receipt of the closing funds from the County.
 - 1.5.3.2 As noted on the Purchase Agreement the owner authorizes the escrow company to release funds for taxes.
 - 1.5.3.3 Determine if pre-payment clauses exist and close before additional monthly payments are due. Inform Agent of any prepayment costs to be billed to County as part of the closing costs.
 - 1.5.3.4 Determine whether there are any assessments or liens against the property and deduct sufficient funds from proceeds due seller. Contractor shall obtain and record appropriate instrument of release.
 - 1.5.3.5 Receive title document to mobile homes and pay off liens from escrow proceeds where appropriate. Pro-rate personal property taxes to close of escrow and deliver lien-free title to County (County responsible for mobile home title transfer).
 - 1.5.3.6 Include special considerations or designation of any fixtures to be retained by Seller.
- 1.5.4 **DELIVERY OF ORIGINAL SIGNED CLOSING DOCUMENTS:**
 - 1.5.4.1 Send courier for pick-up of the original documents, if requested by Agent.
 - 1.5.4.2 Acknowledge receipt of documents via e-mail to the Agent if received by courier.
 - 1.5.4.3 Contact Agent and reset anticipated COE date if needed.

- 1.5.4.4 Advise & discuss with Agent any supplemental instructions needed.
- 1.5.4.5 Provide a copy of the opening package cover letter to the seller.
- 1.5.4.6 Contractor agrees to accept all notary acknowledgments unless notary acknowledgement is proven to be invalid.
- 1.5.4.7 Contractor agrees to accept all sealed legal descriptions unless legal description is proven to be incorrect and/or invalid.

1.5.5 INVOICE(S):

- 1.5.5.1 Provide invoice with all closing costs within three (3) business days of receipt of seller signed Purchase Agreement.
- 1.5.5.2 If partial release fees apply but are not yet known please estimate the costs and upon COE, refund any and all overages.
- 1.5.5.3 Send courier for closing fund check if requested.
- 1.5.5.4 Submit within three (3) business days an invoice for escrow and title fees upon receipt of Purchase Agreement. The invoice must contain MCDOT/FCD Project Number, MCDOT/FCD Item Number, Escrow Order Number and the APN number.

1.5.6 PRE-AUDIT/SETTLEMENT STATEMENT:

- 1.5.6.1 Provide pre-audit prior to closing.
- 1.5.6.2 Include payment of any back taxes and/or, pro-ration of current taxes on the real property (that County is purchasing) in the closing statement.

******Please Note:****** In the event the Contractor fails to disclose recorded tax liens or Certificates of Purchase on the subject property for purposes of a Litigation Guarantee or the Contractor fails to provide for the payment of such tax liens or certificates when serving as the escrow agent for the County's acquisition of the subject property, then the Contractor shall be fully responsible and liable for the payment of those outstanding liens or certificates, as well as any, penalty costs or fees incurred by the County in securing payment of those liens or certificates.

1.5.7 CLOSE OF ESCROW:

- 1.5.7.1 Contractor shall notify the County's Public Works Real Estate Division Agent by, e-mail confirming closing and attach copies of the recorded documents.
- 1.5.7.2 Contractor shall provide a Certified Final Settlement statement, original Purchase Agreement and a copy of the recorded documents within five (5) business days of closing.
- 1.5.7.3 Contractor shall mail the original recorded conveying documents and Title Policy to the County's Public Works Real Estate Division Agent within (30) days of recording. Note: Do not fold any original documents.
- 1.5.7.4 All correspondence sent must include a cover letter which references the Project Number, Agent's Name, Item Number and the APN Number.

1.6 INSTRUCTIONS FROM COUNTY'S ATTORNEYS:

General and special counsel retained by the County shall have the right to directly request title work in writing, with copies of requested work and billings forwarded to the County. Preparation of litigation guarantee updates, upon the County's request to update litigation guarantees, the Contractor is required to provide the County with updated litigation guarantees within the time frame indicated by the County Attorney's Office. As part of this requirement, it will be necessary for the Contractor to update schedule "C" and amend schedule "C" within this time period.

1.7 TYPICAL PROJECT PARCEL COUNT:

The County anticipates that projects scheduled for the next five (5) years in the Capital Improvement Program will have a parcel acquisition range per project from one (1) to one hundred fifty (150) per project. The values for parcels to be acquired can range from \$10.00 to multi-millions.

1.8 PERFORMANCE:

All assigned projects will be documented as to the Contractor's quoted delivery schedules, completeness of content, and accuracy. County reserves the right to remove or suspend any Contractor from this Contract that fails to meet their quoted delivery date by more than five (5) business days on any three (3) assigned projects. Non-compliance with requirements set forth in 2.5.1 through 2.5.7 will result in suspension if non-compliance occurs more than three (3) times within a three (3) month period and is not resolved to the satisfaction of the County.

1.9 MONTHLY STATUS REPORTS:

The Contractor will provide the County with a status report of all open escrow transactions. This report will be prepared in MS EXCEL and will be e-mailed to the PWRED Title Coordinator no later than the 2nd Wednesday of each month. The report will contain the following information: Project Number, Project Real Estate Agent Name, Item Number, Order Number, Date of Escrow Opened, Date of most recent Activity, Status/Comments, and Funds received (Y or N).

1.10 ACCEPTANCE:

Contractor's work will be reviewed to determine acceptability based on the criteria outlined in Section 2.1 above. The Checklist submitted by the Contractor will be verified and each item on the Checklist will be counter-initialed by PWRED reviewers. A performance evaluation will be issued to the Contractor upon completion after approval for payment of all work on the assignment has been approved by PWRED and sent to MCDOT or FCDMC Contracts for payment.

1.11 QUALIFICATION REQUIREMENTS:

1.11.1 Contractor must have an office located within Maricopa County; and, such office shall provide the services as specified in this Request for Proposals.

1.11.2 Contractor's office must have at least five (5) years' experience providing services to Government entities as specified in this Request for Proposals.

1.11.3 Contractor shall submit a listing of two (2) current Arizona public entities and/or school districts to which these services have been provided including telephone number, business address and contact person. **(Not required if Contractor is only bidding on Limited Title Searches).**

1.11.4 Contractor shall submit a Qualification Statement addressing the company's experience and past performance of the services specified in this Request for Proposals.

1.11.5 Contractor shall identify and provide the experience of the Title Officer and Escrow Officer performing work for the County as part of the Qualification Statement. Each

Contractor shall identify and designate the Title Officer or Escrow Officer as the Point of Contact for all inquiries, questions or issues related to the assignment in addition to an assigned assistant to act in the absence of the Point of Contact. . **(Not required if Contractor is only bidding on Limited Title Searches).**

- 1.11.6 If the Title Officer, Escrow Officer or designated assistant to the Point of Contact identified in Qualification Statement during the course of the contract becomes no longer employed by the Contractor, the Contractor is required to notify the PWRED division within 48 hours of the change of status to these personnel, notify the County of the new personnel and provide their corresponding qualifying experience. Failure to do so will result in the suspension of the Contractor from bidding on assignments. The County reserves the right to determine if substituted personnel have qualifying experience to perform services for Maricopa County. New Request for Guaranteed Delivery will be sent to the Contractor Point of Contact. New request for guaranteed delivery and awarding of a new assignment will not be made to a Contractor who has not identified and dedicated the Point of Contact who will be responsible the administration of this contract.

EXHIBIT C

GENERAL INSTRUCTIONS – ESCROW SERVICES

OPEN ESCROW

The Escrow Officer will consider an escrow opened upon receipt of a signed or unsigned Purchase and Escrow Agreement provided by the assigned Right-of-Way Agent. Delivery of the Purchase Agreement can be in a variety of methods including via facsimile, hand delivery, U.S. Mail, or by the title company runner. The Escrow Officer shall sign acceptance on the Purchase Agreement and immediately provide the accepted copy to the Agent.

INVOICES

Upon escrow opening, the Escrow Officer will provide an invoice for the amount of purchase and escrow fees (MCDOT acquisitions). Flood Control District requires separate invoicing for purchase amount and escrow fees. An original invoice will be delivered to the assigned Right-of-Way Agent within 3 days of escrow opening. An original invoice is required because the agent must enter the codes for payment and submit it to the Finance Department for processing. The invoice will comply with item 2.5.5.4 of this contract. Faxed invoices will not be accepted.

PROCESSING LIEN RELEASES

When a lien is involved the Escrow Officer will immediately contact the lender and submit the release/consent form to that lender for processing. The Escrow Officer will contact the lender every two weeks for a status report until the consent form has been received. Escrow Officer is to inform the Right-of-Way Agent of such contacts and the status of the escrow. If the lender has not responded, after three attempts by the Escrow Officer, the Escrow Officer is to notify the Right-of-Way Agent. The Agent or the County Attorney may send a letter to the lender asking for their cooperation, however, this does not relieve the Escrow Officer of their duty to pursue escrow closing. If the Escrow Officer has not been provided with Loan Information and Authorization information by the Right-of-Way Agent, then the Escrow Officer, will contact the property owner to obtain such information and authorization and then proceed to contact the lender. When the lender requires a processing fee, the Escrow Officer may use a portion of the funds on file for that escrow so that the closing is not delayed. The Escrow Officer will submit another invoice to the Agent for the processing fee. The Escrow Officer is to contact the Right-of-Way Agent if the processing fee exceeds \$500 for payment authorization.

MONTHLY STATUS REPORT

In accordance with the contract, the Escrow Officer is to provide a status report for each open escrow file on the 2nd Wednesday of each month. The report will contain the following information: Project Number, Right-of-Way Agent Name, Item Number, Order Number, Date of Escrow Opened, date of contact with the lender, the contact name and phone number, date of most recent Activity, detailed status/comments along with explanation of any problem that is delaying closing, and if funds have been received (Y or N).

EXHIBIT D

BRING-DOWN – EDORSEMENTS

The Term “Bring-Down Endorsement” (“Bring-Down”) shall refer to an update of the Updated Title Report (with Schedule C listing parties to be identified in the legal action), which shall include the following items:

1. A written report which shows any changes, including additional items of record, deletions from the record, or modifications to any item of record, to any item of record (“Items”) affecting the parcel(s) of real property covered by the Preliminary Title Report from the effective date of that report to the effective date of the Bring Down.
2. Copies of the Items as referred to in Paragraph 1 hereof.
3. A written report which shows any changes, including additional items of record, deletions from the record, or modifications to any item of record, which indicate the addition or deletion of any Party to the Litigation as set forth in the Updated Title Report (“Parties”) affecting the parcel of real property covered by the Updated Title Report from the effective date of the Updated Title Report to the effective date of the Bring Down.
4. The full name, address and telephone number for the Parties as referred to in paragraph 3 hereof.
5. A written report which shows the current status of all real property taxes, assessments, liens or claims and other charges or encumbrances against the title to the real property covered by the Updated Title Report as of the effective date of the Bring Down.
6. The effective date or cut-off date on which all of the foregoing information is current.

Please note that the term “Bring-Down” may refer to more than one report issued subsequent to the issuance of the Updated Title Report. Further, the term “Bring Down” may be described by some title insurers as an “Amended Title Report,” and/or “Endorsement to Title Report.” Notwithstanding the name of the report, it must include all of the provisions listed above. Further, in the event the Title Insurer fails to disclose an Item or Party, or includes a previously released Item or Party, they should provide an additional report at no charge and should be liable for such omissions if the agency suffers liability from such omissions or inaccuracies.

EXHIBIT F

ESCROW CHECKLIST

ESCROW CHECK LIST FOR ASSIGNMENT		
PROJECT Name:		
PROJECT No.:		
COUNTY Item No.:		
APN No.:		
GRANTOR/Seller:		
TITLE CO. Name:		
ESCROW No.:		
ESCROW Officer Name:		Signature:
REQUIRED TASKS	TITLE CO. AGT INIT	PWRED AGT INIT
Opened Escrow at the request of ROW Agent Date:		
Provided ROW Agent with the escrow number		
Provided updated Title to the ROW Agent upon opening escrow		
Reviewed Title & advised ROW Agent of requirement(s) that may prevent or prolong COE; provided partial release requirements (if applicable)		
Acknowledged receipt of seller signed documents w/in 24 hours		
Advised ROW Agent via e-mail when/how the seller was contacted		
Upon receipt of seller signed Purchase Agreement began document preparation and clearing all title requirements		
Provided Invoice with all closing costs & release fees within 3 Business Days (Estimate Release Fess if needed)		
Set anticipated COE date Date:		
Sent a weekly status update via e-mail to the ROW Agent		
Advised ROW Agent of any problems with requirements and/or seller		
Sent courier for original signed documents/confirmed receipt; if applicable		
Sent courier for closing cost check/ confirmed receipt; if applicable		
Discussed with ROW Agent requirement(s) not yet cleared; re-set COE Date:		
Sent pre-audit/settlement statement (3) Days prior to closing		
Sent confirmation e-mail to ROW Agent when escrow closed with recorded conveying documents attached. Date:		
Mailed Closing package with Certified Final Settlement Statement, signed Purchase Agreement, copy of recorded conveying documents		
Mailed Title Policy & Original recorded document(s) 30 days from COE		

EXHIBIT G**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

SHARON HODGES DBA ALLANDS, 14947 W PICCADILLY ROAD, GOODYEAR, AZ 85395

PRICING SHEET: NIGP CODE 94646

Vendor Number: 2011004475 0

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2016 2018.**