

ATTACHMENT A – SCOPE OF SERVICES

Overview: During the contract term, the Service Provider is expected to provide title services listed below, on an as-needed basis for an undetermined number of existing court facilities and prospective court facility sites throughout the State of California. Title services may be ordered at any time during the contract term or not at all. The subject properties are located in various counties throughout the State.

Use of Subcontractors: Although the AOC’s preference is to enter into agreements with firms who can provide title services in all or most of the counties listed below, this is not a requirement and we will consider Service Providers who can provide only regional services. Use of subcontractors will be permitted; however, the Service Provider will itself remain the sole point of contact with the AOC, and will be solely responsible for the supervision and the acts of its subcontractors, and must warrant the work of such subcontractors as if it were the Service Provider’s own work.

Counties in bold-face type indicate likely areas for requested services.

LIST OF COUNTIES

(1) Alameda	(16) Kings	(31) Placer	(46) Sierra
(2) Alpine	(17) Lake	(32) Plumas	(47) Siskiyou
(3) Amador	(18) Lassen	(33) Riverside	(48) Solano
(4) Butte	(19) Los Angeles	(34) Sacramento	(49) Sonoma
(5) Calaveras	(20) Madera	(35) San Benito	(50) Stanislaus
(6) Colusa	(21) Marin	(36) San Bernardino	(51) Sutter
(7) Contra Costa	(22) Mariposa	(37) San Diego	(52) Tehama
(8) Del Norte	(23) Mendocino	(38) San Francisco	(53) Trinity
(9) El Dorado	(24) Merced	(39) San Joaquin	(54) Tulare
(10) Fresno	(25) Modoc	(40) San Luis Obispo	(55) Tuolumne
(11) Glenn	(26) Mono	(41) San Mateo	(56) Ventura
(12) Humboldt	(27) Monterey	(42) Santa Barbara	(57) Yolo
(13) Imperial	(28) Napa	(43) Santa Clara	(58) Yuba
(14) Inyo	(29) Nevada	(44) Santa Cruz	
(15) Kern	(30) Orange	(45) Shasta	

REQUIRED SERVICES

1. Issue **updates** to existing preliminary (title) reports (and provide copies of all underlying exception and exclusion documents and the most recent vesting deed(s)), including any of the following three (3) scenarios as applicable:

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- a. Updates to reports originally ordered by AOC from Service Provider under a previous agreement between AOC and Service Provider, or under the new Agreement as contemplated by this RFP;
 - b. Updates to reports previously produced by Service Provider outside of any agreement with AOC;
 - c. Updates to reports previously produced by a company or firm other than Service Provider.
2. Issue **new** preliminary (title) reports (and provide copies of all underlying exception and exclusion documents and the most recent vesting deed(s)), where the AOC cannot provide a copy of a previous preliminary report as noted under paragraph 1 above, including either of the following two (2) scenarios:
 - a. AOC will provide a copy of an existing title policy
 - b. AOC will not provide a copy of an existing title policy
 3. Provide other related information and documents of record concerning title to a property, such as copies of vesting deeds, parcel maps, tract maps, all maps referenced in the legal description of the subject property, and FEMA flood zone designations.
 4. Issue chain of title reports on an exception basis only (i.e., seldom required).
 - a. Issue Chain of Title going back 30 years
 - b. Issue Chain of Title going back beyond 30 years
 5. Issue litigation guarantees on an exception basis only (i.e., seldom required)
 6. Assist AOC and its consultants with the development of legal descriptions for: a) public and private properties; and/or b) unrecorded easements, rights of way or other apparent encumbrances or rights.
 7. Assist AOC and its consultants and the property owners in resolving issues affecting marketable title to properties by providing necessary services, including but not limited to the following: a) review of proposed corrective instruments; b) advising as to whether a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it does achieve its purpose; c) recordation of corrective instruments and/or other appropriate means.
 8. Issue Pro Forma Title Policies upon request by AOC. AOC will designate the type of policy requested and amount of insurance requested.

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9. Issue either CLTA or ALTA extended-coverage owner's policies of title insurance for properties conveyed to the AOC in fee (as designated by the AOC) together with appropriate title endorsements, including:
 - CLTA 100 Comprehensive Coverage
 - CLTA 103.1A Encroachment Coverage
 - CLTA 103.4 Access through an Easement
 - CLTA 103.7 Access
 - CLTA 110.1 Deletion of Item from Policy
 - CLTA 116 Location
 - CLTA 116.1 Survey
 - CLTA 116.4 Contiguity
 - CLTA 116.7 Subdivision
 - CLTA 123.3 Zoning
 - Tie-In Endorsement
 - Others as required (to be quoted on an as needed basis through the Work Authorization process)
10. Provide a form of aggregate title insurance policy covering all or a portion of AOC properties under one master extended-coverage owner's policy, whether through issuance of an ALTA Owner's Aggregation Endorsement for policies previously issued, and/or by one or more of the Service Providers to be contracted for properties to be acquired. In connection with such a title insurance product, Service Provider's proposal should include a) the process for adding AOC properties to the policy as title to each additional property is acquired; b) the premiums for such aggregate policy coverage per each \$1,000 of coverage and the process for payment of premiums as properties are added to the policy; c) a general description of any terms and conditions that would disqualify a property from being included in the policy's coverage; d) any other terms, conditions or limitations that would be required in connection with such a policy.
11. Assist AOC in determining the appropriate amount of title insurance coverage for each property or portfolio (or portion thereof), whether acquired by purchase or without financial consideration, and taking into account valuation as determined by appraisal, or by opinion of value from a commercial real estate brokerage company.
12. Record grant deeds, certificates of acceptance, memoranda of agreements and related documents required with respect to the transfer of title to each property in the office of the County Recorder for the county in which the property is located.
13. Distribute to the parties originals or copies (as appropriate) of executed and/or recorded closing documents.
14. Receive, hold and disburse to the party or parties entitled thereto amounts required to be deposited into escrow and/or disbursed in connection with the closing of each property transfer transaction.

15. Prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transfer transaction. Itemize miscellaneous out-of-pocket expenses for Escrow Services: a) overnight mail; b) courier fees; c) document preparation.
16. Provide additional title and escrow services not specified above, on an as-needed basis, at hourly rates, the scope of which will be agreed to in writing with the AOC.

The AOC expects the following administrative services to be provided at no additional charge:

17. Status Reports: Contractor will provide the AOC with regular order status reports on a weekly, bi-weekly, or monthly basis, at AOC's option.
18. Delivery of Title Reports/Documents/Status Reports: Contractor will provide AOC and its consultants with password protected access to an AOC-dedicated section of Contractor's website, where copies of all AOC-ordered reports and other documents will be posted no later than the order due date agreed upon and indicated on the Work Authorization. Website access must be available to AOC throughout the term of the Agreement (and any renewal terms), and after expiration, for a minimum of three (3) months from the time all ordered documents and reports have been posted. For Policies of Title Insurance, Contractor also will mail the AOC an original for its file.
19. Invoicing: Upon completion of the order, Service Provider will e-mail the AOC a fully itemized invoice, referencing the Standard Agreement Number, and AOC's Order Number and Description.