

**AGREEMENT TO PROVIDE ON-CALL REAL ESTATE
TITLE AND ESCROW SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of March, 2021 by and between Fidelity National Title Company (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 28, 2020, the City issued Request for Proposal No. 20-123, by which it sought qualified consultants to provide on-call real estate title and escrow services for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 20-123.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Consultant shall perform the services described in the scope of work that was included in RFP No. 20-123, which is attached as Exhibit A, and as more specifically delineated in Consultant’s proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit C. Consultant is one of three (3) consultants selected to provide services on an on-call basis under RFP No. 20-123. The total compensation for these services provided by all such consultants selected under RFP No. 20-123 shall not exceed the shared aggregate amount of \$300,000 during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.

Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on March 1, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all

Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

- (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.
 - (iv) Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)

P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Justin VanderVeen
Senior Vice President
Fidelity National Title
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this

Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses,

permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
JOHN M. FUNK
Sr. Assistant City Attorney

Justin VanderVeen
Name: Justin VanderVeen
Title: Vice President

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency

EXHIBIT A

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR ON-CALL REAL ESTATE TITLE AND ESCROW SERVICES RFP NO.: 20-123

Introduction and Background:

The Proposer shall provide real estate title, escrow and related services for various Capital Improvement Projects and other facilities that will be used for public use under the direction of City staff. The Proposer will be expected to provide experienced and knowledgeable professional staff. The Proposer and its staff or representatives shall be responsive and maintain excellent working relationships with City staff and City Right-of-Way Consultants. The Proposer shall be committed to provide adequate staffing levels at all times in order to adhere to established schedules.

Description of Work:

The proposal should include the following tasks and fees and any additional tasks and fees deemed necessary by the Consultant shall be clearly identified in the proposal. Additionally, the City reserves the right to provide Notice To Proceed (NTP) for any, all or none of the following optional tasks:

On an as-needed basis, Proposer is responsible for providing real estate title and escrow services on a timely manner, including but not limited to:

Preliminary Title Reports

1. Update to an existing title report (either ordered by the City or others)
2. Issue new reports and provide copies of all underlying exception and exclusion documents.

- Litigation guarantees – Issue condemnation litigation or continuation guarantees.
- Provide other related information and documents of record concerning title to property such as copies of vesting deeds, parcel maps/tract, maps, FEMA flood zone designations.
- Issue chain of title reports on an exception basis.
- Assist with the development of legal descriptions for: (a) public and private properties; and/or (b) unrecorded easements, right-of-way or other apparent encumbrances or rights granted by other agencies.
- Assist the City, its consultants and agents in resolving issues affecting marketable title to properties through, among other things, recordation of corrective instruments and/or other appropriate means.

- Proposer shall at no cost to the City provide the City and its consultants with password protected access to Proposer's website dedicated for City's projects. The website shall contain all copies of City ordered reports and other documents will be posted no later than due date agreed upon and indicated on the work authorization. Website access must be available to City throughout the term of the agreement and after expiration for a minimum of 3 months from time all ordered documents and reports have been posted.



October 9, 2020

City of Santa Ana
Santa Ana Public Works Agency
20 Civic Center Plaza
Santa Ana, CA 92701

RE: REQUEST FOR PROPOSALS FOR ON-CALL REAL ESTATE TITLE AND ESCROW SERVICES RFP-NO. 20-123

To Whom It May Concern:

Fidelity National Title is pleased to submit our Proposal for Real Estate Escrow and Title services.

Fidelity National Title is a member of the Fidelity National Financial, Inc. family of companies, a publicly traded Fortune 500 company (NYSE: FNF) and leading provider of title insurance, mortgage services, specialty insurance and information services in the real estate industry.

Fidelity National Title's National Commercial Services division has more than 165 years of underwriting experience. Our centralized team of industry experts provides commercial and industrial developers, builders, lenders, attorneys, and other real estate professionals with reliable, integrated, high-liability services nationwide. We have experience in working with both the private and public sector.

Commercial, industrial and builder major accounts require speed, accuracy and confidentiality. Fidelity National Title has built a reputation for efficiency in processing the most complex real estate transactions and assist with every phase of your transaction or development. Dedication to serving the needs and alleviating the concerns of customers has made Fidelity National Title the nation's foremost name in title insurance.

Given our company's longstanding history and experience, overall financial strength, and dedication to our client needs, we appreciate the opportunity to work with the City of Santa Ana.

Thank you.

Justin VanderVeen
Senior VP, Title Operations Manager
Justin.VanderVeen@FNF.com
949-701-5294

Cc: Rada Garcia
Rada.Garcia@FNF.com
714-309-6419



Fidelity National Title

NATIONAL COMMERCIAL SERVICES

**ON-CALL REAL ESTATE TITLE AND ESCROW
SERVICES – RFP NO. 20-123**

Response for Request for Proposals

Prepared for

CITY OF SANTA ANA

Fidelity National Title

NATIONAL COMMERCIAL DIVISION

4400 MacArthur Blvd., Suite 200

Newport Beach, CA 92660

<https://californiancs.fntic.com/>

Submitted by Rada Garcia and Justin VanderVeen

(949) 622-5000 Office / (714) 309-6419 Cell

Rada.Garcia@FNF.com

Justin.VanderVeen@FNF.com

www.FNTSales.com/RadaGarcia

September 10, 2020



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Statement of Qualifications

Fidelity National Title National Commercial Services Division is geared toward the more complex transactions. Our experienced team of technicians provides commercial and industrial developers, builders, lenders, attorneys, government agencies and other real estate professionals with reliable, integrated, high-liability services both locally and nationwide. **Fidelity National Title** is a member of the Fidelity National Financial family of companies and the nation's largest group of title companies and title insurance underwriters – Fidelity National Title, Chicago Title, Commonwealth Land Title, Alamo Title and National Title of New York. We collectively issue more title insurance policies than any other title company in the United States. Under Fidelity National Title, the company's dominant position ranks at 32.8%* for overall title insurance industry market share, has \$3.8 billion* in overall revenue, and holds \$1.5 billion in title claims reserves. Our stock is traded under the symbol FNF. For more information, visit www.fnf.com.

*Financial information for the three months ended June 30, 2020.

Our Division specializes in providing the following services to both the private and public sector:

- Preliminary Title Reports/Title commitments
- Litigation Guarantees
- Technical Review of Legal Descriptions
- Chains of Title
- Subdivision Guarantees/Parcel Maps/Lot Line Adjustments
- Inspection Analysis
- Escrow and Settlement Services
- Construction Loan Transaction Service
- Development, Engineering and Mapping Assistance
- Underwriting and Technical Support
- Complimentary Customer Service/ Property Data Website

Contract Agreement Statement

The company is in agreement with the proposed contract.

Firm and Team Experience/ Organization Chart

Our commercial division is comprised of title officers, underwriters and escrow officers that have experience in working on the more complex commercial transactions in California as well as in other states. Our team also includes a senior sales executive/account manager to assist in all areas as needed to insure service levels are maintained. Our title units consist of a senior title officers and experienced title assistants that are the point of contact for the direct customer and/or their consultants i.e. engineers, etc. Our senior escrow officer is supported by two experienced assistants.



Below are resumes for your designated team of technicians.

Rada Garcia

Senior Vice President/Sales Executive/Account Manager Major Accounts

Rada began her career in the title insurance industry in 1988. Rada has worked in underwriting and administration and currently markets Fidelity's services to land developers, homebuilders, public agencies and commercial/industrial developers. Rada is focused on business development and manages many multi-county developer accounts throughout California. She is responsible for service, pricing and assembling teams of technicians that provide various products and services to Fidelity's customers and their consultants. Rada will act as Account Manager and all requests for title reports, property data requests or escrow services should be directed to her attention.

Rada will be the Point of Contact for the Contract with the City of Santa Ana.

Suzanna Chan

Vice President/Sales Executive, National Commercial Services

Suzanna Chan has built an impressive portfolio of specialties in the commercial title industry including, multi-state, multi-family housing and subdivisions in Southern California. As a Sales Executive at Fidelity National Title, Suzanna has navigated through numerous and complex areas of commercial real estate. Suzanna has been in the title and escrow business for 7 years and handles project management for major projects and accounts. **Suzanna will assist in acting as Assistant Account Manager for the City of Santa Ana and will be the Point of Contact should Rada be unavailable.**

Justin VanderVeen

Vice President / Operations Title Manager Commercial Services

Justin VanderVeen serves as Fidelity National Title's National Commercial Services Title Operations Manager. He oversees the commercial operations for Southern California and helps facilitate transactions for both local and national clients. With over 15 years in the industry, Justin brings a wealth of expertise to his role, supported by his team of knowledgeable title, underwriting, and due diligence professionals. Justin has worked with many public agencies handling various transactions over the course of his career. Justin also provides Title 101 training seminars when requested by clients to help educate their staff on the subject of title insurance.

Thomas Szopinski

Vice President, Title Officer

Thomas 6 years of experience in the title industry to his role as Vice President, Title Officer. As a Title Officer, Thomas makes underwriting decisions and resolves challenges with items that may cloud title. He often foresees potential issues and presents ways in which to remedy them with little or no additional cost or time to the



client. Thomas Szopinski and Keith Masner work as a title team and will handle all title matters for the City of Santa Ana.

Keith Masner
Vice President, Title Officer

With over 15 years of experience, Keith has gained a thorough background in title, and is well equipped to provide in-depth insight to his clients in every step of the process. Although well-versed in all aspects of title, over the course of his career, Keith has developed numerous areas of specialty including complex, high liability, construction loans, right-of-way searches and rehabilitation projects.

Valerie Rapp
Vice President, Senior Commercial Escrow Officer

Valerie launched her career in the title insurance industry in 1999 with a focus on nationwide transactions. Her commercial clientele includes principals, attorneys, lenders, brokers and public agencies. Her responsibilities include transaction management, staff management, trust accounting, escrow advisory, training, customer support, relationship development and problem solving.

Kathlene Myer
Assistant Vice President, Customer Service

Kathlene has been in the title insurance business for 25 years and oversees our Customer Service Department. The department provides complimentary property data to our clients. Kathlene also oversees the administration of our complimentary property data website, www.CommercialPro247.com.

ORG CHART

FIDELITY NATIONAL TITLE

NATIONAL COMMERCIAL SERVICES

ACCOUNT MANAGEMENT

RADA GARCIA
SVP, National Sales

SUZANNA CHAN
VP, National Sales

TITLE

JUSTIN VANDERVEEN
VP, Title Operations Manager

ESCROW

VALERIE RAPP
VP, Advisory Escrow Officer

THOMAS SZOPINSKI
Commercial Title Officer

KEITH MASNER
Commercial Title Officer

CUSTOMER SERVICE

KATHLENE MEYER-BLANCO
VP, Customer Service Manager





Understanding of Need

Requests from our clients for title work will typically be emailed to the title unit requesting a title report or research on specific areas or parcels that may or may not lead to the issuance of a title insurance policy. Title will ask what the purpose of the report is. For example an Owner's Policy, a Litigation Guarantee, a Subdivision Guarantee, a chain of title or a report for informational purposes only. This information is necessary as it will affect the fee for the proposed title work/title reports. Title will request that the legal descriptions, assessor parcel numbers and/or depictions of the property to be searched be provided if possible. If not easily available, title will assist in helping to identify the property/properties in question and will assist in confirming ownership of various parcels. Title can also assist in identifying property ownership by an owner's name as well.

Firm quotes for title insurance policies, litigation guarantees and escrow services can be provided once the liability amounts and sales prices are known.

The timeline to produce a preliminary report is typically from 7 to 10 business days. Occasionally more time may be required due to the complexity or the need to retrieve documents that are not readily available in our title plant. This frequently occurs when searching right-of ways, government-owned properties, and properties that have not been previously insured or have been insured many years in the past. For this reason it is not possible to provide a quote for title work without first analyzing the sites and areas in question. This analysis will typically take a few days at which time we will be able to provide a firm title quote for the work. The cost for a title insurance policy will be provided based on the liability amount of the policy that will be issued and are shown in the Fee Proposal that is included in this proposal. The cost for escrow services will be based on the sales price. Title policies are typically issued within 48 hours after the close of escrow.



Relevant Project Experience and References

<p>Lauren Wooding Whitlinger <i>Community Development Department</i> <i>Real Property Administrator</i> City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660 (949) 644-3236 LWooding@NewportBeachCA.gov</p>	<p>Have been working with the City for almost 8 years. Produce multiple title reports on an as-needed basis. Also provide title research for both city owned and privately owned properties.</p>
<p>Ed Robles <i>Assistant Director</i> <i>Waterfront and Commercial Development Division</i> Port of LA 425 S. Palos Verdes Street San Pedro, CA 90731 (310) 732-3916 ERobles@portla.org</p>	<p>Have provided multiple title reports for various sites on an as-needed basis for the Port since 2011. Currently working with the Port of LA and private developers (Jerico Development, Inc. and The Ratkovich Company) along with their engineers (Gafcon) on the San Pedro Public Marketplace to provide title reports. Assisted in identifying errors with the legal description. Will be insuring a ground lease and future construction loan. Effective January 2020 have a 3 year contract to provide on-call title and escrow services for the Port of Los Angeles.</p>
<p>Stephen Culberson <i>Vice President</i> Ricondo & Associates 20 N. Clark Street Suite 1050 Chicago, IL 60602 (312) 212-8812 s_culberson@ricondo.com</p>	<p>In the past 2 years we have been working on the Los Angeles International Airport Landside Access Modernization Program Environmental and Entitlement Services project. We have provided approximately 450 plus title reports and two subdivision guarantees. We have worked closely with the City's engineering firm of David Evans & Associates and the LAWA consultant, Ricondo & Associates.</p>
<p>Bruce Dosier <i>Director of Information Management/Property Manager</i> Orange County Water District 18700 Ward Street Fountain Valley, CA 92708 (714) 378-3298 bdosier@ocwd.com</p>	<p>We have been working with the district since 2009 and have handled escrow and title for both acquisitions and dispositions for the district. Provided title research on the Burris Basin in order to clarify ownership. In February 2019 closed transaction for the sale of land in Anaheim to a private party. Have provided complimentary customer service support and have provided copies of recorded documents when requested.</p>



Scope of Services and Schedule

The lead title officer will work closely with our searching and examining team to produce the requested title reports or title research requested. The senior sales executive/account manager will insure all of your title, escrow requirements or property information research is directed to the correct technical team.

INITIAL REQUEST FOR TITLE PRODUCT. A title insurance order is opened with a title unit which produces the initial response. A Preliminary Report/Title Commitment can be issued with a minimum of information without even identifying the buyer or the terms of the sale (if applicable). Please copy the account manager in all requests.

ON-SITE SEARCHING AND EXAMINING. Your title unit performs three initial searches: Property, Name, and Tax. From that information, a report is created. Our on-site customer service center expedites the process of obtaining hard copies of recorded documents. Fidelity's substantial investments in imaging technology help to expedite searches by performing these time-consuming tasks on-line.

TECHNICAL REVIEW. The skill and expertise of our Title Officer is the key to providing you with a useful, accurate title report. Following issuance of the initial report, the title officer makes their technical analysis of the documents of record. An interpretive view of all recorded matters is then made to evaluate their impact on the title to the subject property.

INSPECTION ANALYSIS. In anticipation of ALTA coverage (if requested), a site inspection is ordered. From the inspection report, the initial title product is supplemented to show any encroachments or other discoverable off-record matters which would ultimately impact title.

Following is a summary of the services that Fidelity will provide:

- Issue updates to existing preliminary title reports provided to Fidelity that were issued by other title companies
- Issue new preliminary title reports when requested
- Provide copies of all underlying documents for all preliminary title reports i.e. vesting deeds, parcel map/tract maps, FEMA flood designations, exceptions and exclusion documents. The title report will be hyperlinked.
- Issue condemnation litigation or continuation guarantees
- Issue chain of title reports
- Assist with development of legal descriptions
- Assist in resolving marketable title issues i.e. record corrective instruments, etc.
- Issue Pro Forma Title Policies
- Issue either standard or extended-coverage owner's policies
- Issue requested endorsements
- Aggregate title insurance policy will be provided via a Tie-In Endorsement and will be provided as necessary. Assist in determining liability amounts for policies of title insurance
- Work with Client in eliminating exceptions requested by the Client



- Title will work with escrow company in communicating conditions required to be satisfied in order to provide a policy of title insurance
- Title will work closely with escrow company to complete the closing process
- Title will record documents relevant to a specific transaction i.e. grant deeds, certificates of acceptance, memoranda of agreements and other related documents with the appropriate County Recorder's office
- Provide conformed copies to the appropriate parties of the recorded documents
- Title staff will be available to meet with the Client or other parties as necessary
- Title will provide escrow and the Client with an updated title report prior to close of escrow
- Title and escrow will work with the Client in developing status reports as requested
- Preliminary title reports typically take 7 to 10 business days to produce. Due to the complexity of a search the timing may take longer and a once title analyzes the sites involved a timeline will be provided

Escrow Process

1. Title and escrow will work with the Client in developing status reports as requested
2. Title reports and a hyperlinked title report with underlying documents will be emailed to the client
3. Requests for title information will be emailed to the title unit
4. Title unit will respond with a title order number(s) that are assigned for reference purposes. Typically our title and escrow numbers are the same.
5. Client will contact escrow officer when escrow is needed and provide a copy of the executed agreement.
6. Escrow will email Client with the assigned escrow number.
7. The contract will act as Escrow Instructions.
8. Escrow will only comply with written instructions provided by parties to the agreement. No verbal instructions will be accepted.
9. Escrow will prepare any amendments or other documents as instructed if permitted under current escrow procedures.
10. Escrow and title will follow instructions provided from the Client or other parties to the transaction as to title insurance coverage required.
11. Title and Escrow will work together to close a transaction based on instructions received from the parties to a transaction or their legal counsel.
12. Title will deliver documents to the appropriate County Recorder's Office for recordation.
13. Escrow is in a position to close the transaction once all conditions of the escrow are satisfied and confirmation is received from all parties to close and disburse funds.



Secure Website for Document Retrieval and Access – SmartView Online

Fidelity National Title provides our customers password-protected access to our SmartView Online website as an option.

- 24/7 access – 100% web-based system offers an online single point of contact
- Update and track orders electronically
- System requires internet access
- View and share documents with transaction participants
- Download and/or print documents
- Hyperlinked documents add convenience
- Upload documents such as surveys, inspections, reports
- Receive/download annotated maps, surveys, etc.
- Access plotted easements posted to title documents
- Control participant access and publishing rights for each document
- Secure an effective transfer and receipt of documents

Complimentary Property Data Website – CommercialPro247

Fidelity National Title provides our customers with access to a complimentary property data website. This program integrates assessor data information with aerial imagery; it also allows you to search properties by site address, mailing address, APN, intersection, use code and by an owner's name. You may also retrieve copies of recorded documents and the data is available for most properties throughout the United States.
www.CommercialPro247.com

Complimentary Customer Service Support

Fidelity National Title provides complimentary property data research by our Customer Service team. They are available to provide property profiles, copies of recorded deeds and other documents as needed at no charge.

CommercialCS@fnf.com

(888) 597-9868 Toll-Free

Fee Proposal

See Sealed Envelope

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

Justin Vanderveen

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 14 day of September 2020, by Justin Vanderveen, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]

Notary Public Signature



Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Fidelity National Title Company
Signed and Printed Name: *[Signature]* Justin VanderVeen
Title VP
Date September 14, 2020

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

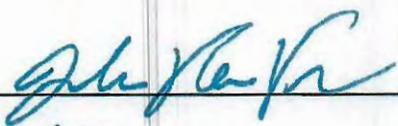
Signed: 
Title: VP
Firm: Fidelity National Title Company
Date: September 14, 2020

EXHIBIT C



City of Santa Ana – RFP NO. 20-123

Fee Proposal - Rates and Fees

Title insurance premiums are based on the type of title insurance coverage including litigation guarantees if requested, policies to be issued and the liability amount(s) for such policies or guarantees. Pricing for the issuance of a preliminary report or commitment without subsequent issuance of a title policy is explained below. Firm quotes can be provided when the specific scope of work has been defined, the requested product has been determined, the amount of coverage and endorsements (if any) has been established, and the complexity of the project has been reviewed and analyzed by the Company. Consideration is given as to when the property/properties in question were last insured, the size of the sites in question, and other matters that may affect the amount of time required to search and examine the title for the property, etc. Samples of products that are offered are: Preliminary Reports, Commitments, Standard Coverage Policies of Title Insurance, Extended coverage ALTA Policies of Title Insurance Policies and Litigation Guarantees.

The timeline to produce a preliminary report is typically from 7 to 10 business days. Occasionally more time may be required due to the complexity or the need to retrieve documents that are not readily available in our title plant. This frequently occurs when searching right-of ways, government-owned properties, and properties that have not been previously insured. For this reason it is not possible to provide a quote for title reports without first analyzing the sites and areas in questions. This analysis will typically take a few days at which time we will be able to provide a firm title quote for the work. The cost for a title insurance policy will be provided based on the liability amount of the policy that will be issued. Title policies are typically issued within 48 hours of closing.

Our fees for insurance products and escrow services are attached. All other title work will be quoted on a per project basis. We only charge an hourly rate when plotted easements are requested. The cost of endorsements are based on the liability amount of each title policy. Fidelity National Title Insurance is a title insurance company and our fees are filed with the California Department of Insurance.



Product	Amount of Coverage	Fees / Title Insurance Premium for Standard Coverage	Escrow Fees (assumes buyer and seller each pays 1/2 of total escrow fee - per side)
Preliminary Title Report - Commercial Property	N/A	\$750.00 + Fee is based on the complexity of the title search	
Preliminary Title Report - Residential Property		\$500.00	
ALTA Owner's Standard Policy	\$100,000	\$667.00	\$500.00 per side
	\$500,000	\$1,665.00	\$675.00 per side
	\$1,000,000	\$2,643.00	\$1,150.00 per side
	\$2,000,000	\$4,118.00	\$1,600.00 per side
	\$3,000,000	\$4,888.00	\$1,850.00 per side
	\$4,000,000	\$5,608.00	\$2,250.00 per side
	\$5,000,000	\$6,348.00	\$2,400.00 per side
	\$6,000,000	\$7,088.00	\$2,700.00 per side
	\$7,000,000	\$7,828.00	\$2,950.00 per side
	\$8,000,000	\$8,568.00	\$3,100.00 per side
	\$9,000,000	\$9,308.00	\$3,250.00 per side
	\$10,000,000	\$10,048.00	\$3,550.00 per side
Extended Coverage		\$.10 per thousand	
Litigation Guarantees	\$100,000	\$750.00	
	\$500,000	\$1,332.00	
	\$1,000,000	\$2,114.40	
	\$2,000,000	\$3,294.40	
	\$3,000,000	\$3,910.40	
	\$4,000,000	\$4,486.40	
	\$5,000,000	\$5,078.40	
	\$6,000,000	\$5,670.40	
	\$7,000,000	\$6,262.40	
	\$8,000,000	\$6,854.40	
	\$9,000,000	\$7,446.40	
	\$10,000,000	\$8,038.40	
Endorsements	As requested	In some cases fees for endorsements may be bundled thereby reducing the cost depending on the types of endorsements requested	Endorsement pricing is based on the liability amount and type of policy
Plotted Easements		\$50.00 per hour	