

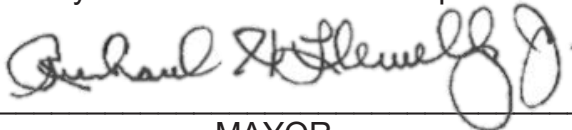
0150-11367-0001

TRANSMITTAL

TO City Council City Attorney	DATE 07/29/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Various	

**Proposed First Amendment to Agreements with
Chicago Title Company (C-127647) and
First American Title Insurance Company (C-127720)
for Title and Escrow Services**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR

MWS:MC:05220021

(Rich Llewellyn for)


Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 07-29-21	C.D. No. All	CAO File No.: 0150-11367-0001.				
Contracting Department/Bureau: General Services Department		Contact: Enid Gomez (213) 922-8547					
Reference: General Services Department transmittals dated April 26, 2021.							
Purpose of Contract: To provide as-needed title and escrow services.							
Type of Contract: () New contract (X) Amendment, Contract Nos. C-127647 (Chicago Title Company), C-127720 (First American Title Insurance Company)		Contract Term Dates: The following terms include the requested one- year extension: Chicago Title Company - June 15, 2016 – June 14, 2022 First American Title Insurance Company – June 28, 2016 – June 27, 2022					
Contract/Amendment Amount: \$150,000							
Proposed amount \$ 0 + Prior award(s) \$150,000 = Total \$150,000							
Source of funds: GSD Contractual Services Account 003040							
Name of Contractor/Address: Chicago Title Company - 725 S. Figueroa St, Suite 200, Los Angeles, CA 90017 First American Title Insurance Company – 777 S. Figueroa St, Suite 400, Los Angeles, CA 90017							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance		X	
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

RECOMMENDATIONS

That the Council:

- 1) Approve, and authorize the General Manager of the Department of General Services (Department) to execute the proposed Supplemental Agreement (Agreement) with Chicago Title Company for title and escrow services for an additional one-year term, for a cumulative term of six years, beginning June 15, 2016 through June 14, 2022 and a maximum contract ceiling of \$150,000, subject to the review and approval of the City Attorney;
- 2) Approve, and authorize the General Manager of the Department to execute the proposed Agreement with First American Title Insurance Company for title and escrow services for an additional one-year term, for a cumulative term of six years, beginning June 28, 2016 through June 27, 2022 and a maximum contract ceiling of \$150,000, subject to the review and approval of the City Attorney;
- 3) Instruct the Department to ensure that contract compliance documentation are maintained, to coordinate with the Bureau of Contract Administration for the verification of submitted compliance documentation in the Business Assistance Virtual Network (BAVN), and to ensure

				 for City Administrative Officer
MC	Analyst	05220021		

that evidence of the Contractors' insurance coverage meeting the limits deemed appropriate by the Office of the City Administrative Officer's Risk Manager, must be submitted through KwikComply, prior to executing the proposed Amendments.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Department of General Services (Department) requests approval to execute a First Supplemental Agreement (Agreement) to contracts with Chicago Title Company (C-127647) and First American Title Insurance Company (C-127720) for title and escrow services, to extend their respective terms by an additional one year for a cumulative term of six years, beginning June 2016 through June 2022. There will be no increase to the previously established contract ceiling of \$150,000 for each agreement.

On March 3, 2016, the Department released a Request for Qualifications (RFQ) to establish a list of pre-qualified firms to perform title and escrow services. The Department entered into Agreements with Chicago Title Company (Chicago), First American Title Insurance Company (First American), and Title365 Company (Title365). In August 2019, the Department executed a first amendment with Chicago and First American but not Title 365 as the company was sold.

The Department's budget includes funding in the amount of \$50,000 for title and escrow services and appraisal services which are contracted under separate agreements. The Department does not have sufficient funds in its budget if the maximum contract ceiling is reached for all agreements executed for these services. The maximum contract ceiling is higher than the Department's anticipated annual expenditure but provides an allowance for other departments to utilize these agreements. The agreements specify that the volume or amount of work to be received by the Contractors is not guaranteed. In addition, the Department will monitor the use of each contract and will identify additional funds should the level of services requested exceed the funds budgeted for these services.

The respective Contractors have substantially complied with the submission requirements for the necessary compliance documentation. However, prior to executing the Agreements, the Department should ensure that all compliance forms have been received and reviewed. In addition, evidence of the Contractors' insurance coverage meeting the limits deemed appropriate by the Risk Management Division of the Office of the City Administrative Officer (CAO), must be submitted through KwikComply.

In accordance with Los Angeles Administrative Code Section 10.5(a), City Council approval of the proposed Amendment is required because the cumulative term exceeds three years.

FISCAL IMPACT STATEMENT

Partial funding is available in the General Services Department's Contractual Services Account. The Amendments comply with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for the contracted services according to the City's Standard Provisions.

Attachments

CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX No. (213) 928-9515

April 26, 2021

Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Main Spring Street, Room 303
Los Angeles, California 90012

Attention: Heleen Ramirez, Legislative Assistant

EXECUTIVE DIRECTIVE 3 REQUEST SUPPLEMENTAL AGREEMENTS FOR TITLE SERVICES

The Department of General Services (GSD) is submitting the Executive Directive 3 (ED-3) review in order to execute two supplemental agreements with title services contactors. (Attachment 1) The supplemental agreements will be for a one (1) year term to begin when the current contract amendments expire in June 2021.

To facilitate the ED-3 process, attached for your information is all documentation required for the ED-3 approval for the supplemental agreements.

SUPPLEMENTAL INFORMATION

- A) The supplemental agreements will be with the following title services contractors:
 - 1. Chicago Title Company (C-127647)
 - 2. First American Title Insurance Company (C-127720)
- B) In June 2016, Council approved the title services contracts with terms for three years with an option for two additional years. (Attachment 2)
- C) In 2019, the contract amendments were executed exercising the option to extend the two contracts. (Attachment 3)
- D) The supplemental agreements are required to ensure that title services for the selling of City surplus property that brings revenue to the City and property projects regarding acquisitions and leases regarding Homelessness and low income housing go uninterrupted.

Last year the contract process was begun to issue new title services contracts. Though, due to reduced staffing and the challenges from the pandemic, staff was unable to complete the contract process. The title contract amendments are due to expire in June 2021. The supplemental agreements will extend the contracts under the same terms, all with \$150,000 ceilings, for one year, until June 2022. (Attachment 3)



- E) The GSD is working with the CAO and Risk Management to ensure compliance documents and insurance for all contractors are updated.

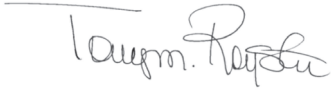
Thank you for your efforts in processing this request. Your timely response is much appreciated given the supplemental agreement start dates are in June 2021.

Tony M. Royster
General Manager

Attachments

- E) The GSD is working with the CAO and Risk Management to ensure compliance documents and insurance for all contractors are updated.

Thank you for your efforts in processing this request. Your timely response is much appreciated given the supplemental agreement start dates are in June 2021.

A handwritten signature in cursive script, appearing to read "Tony M. Royster".

Tony M. Royster
General Manager

Attachments

ATTACHMENT 1

SUPPLEMENTAL AGREEMENT TO CONTRACT NO. C-127647 BETWEEN THE CITY OF LOS ANGELES AND CHICAGO TITLE COMPANY

THIS SUPPLEMENTAL AGREEMENT to Contract No C-127647 is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through the Department of General Services (hereinafter referred to as "GSD") and Chicago Title Company, a California corporation (hereinafter referred to as "CONTRACTOR") for the services described herein.

WITNESSETH

WHEREAS, the Department of General Services (GSD) is responsible for providing title and escrow services for City of Los Angeles (City);

WHEREAS, GSD was preparing to issue a new RFP or RFQ for title services, when the Coronavirus outbreak and COVID-19 pandemic continued to slow down the contracting process;

WHEREAS, GSD staff working on the RFP were diverted from their regular duties to Coronavirus related work in June 2020 that included being an active participant in the Project Room Key program;

WHEREAS, the RFP was not issued due to the aforementioned activities and additional work duties;

WHEREAS, the City has an on-going need for need for title services to continue Homeless / Lower Income Housing initiatives and to add to the City funds, mostly the General Fund through the sale of properties;

WHEREAS, GSD is authorized to enter into contractual service agreements with contractors for specialty work that GSD cannot perform, by the provision of Los Angeles Administrative Code Article 8 Section 22.535;

WHEREAS, on March 3, 2016, GSD issued a Request for Qualification (RFQ) for the purpose of selecting a contractor to provide title services for the City;

WHEREAS, on June 15, 2016, the CITY and CONTRACTOR entered into Contract No. C-127647 based on the responses to the RFQ;

WHEREAS, Contract No. C-127647 expires on June 14, 2021, and the CITY and CONTRACTOR now agree to continue the contractor's services to June 14, 2022; and

WHEREAS, it is anticipated that the new RFP or RFQ will be issued in 2021 and a new contract executed with a contractor to provide appraisal services on or before June 15, 2022.

NOW THEREFORE, the parties hereby covenant and agree as follows:

1. Contract No. C-127647 is attached hereto as Exhibit 1, and incorporated herein by this reference (hereinafter "Contract"). The terms and conditions of said Contract shall be the terms and conditions of this Supplemental Agreement (Agreement) except as expressly modified herein.

2. Term: The term of this Agreement will commence upon the execution of the Agreement and will end on June 14, 2022.

3. Compensation and Appropriation of Funds: The CITY's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement and the CITY's obligation hereunder, is limited to One Hundred Fifty Thousand Dollars only (\$150,000.00). If the CITY appropriates additional funds for this agreement, the CITY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Notwithstanding any other provision of the agreement including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligations to make any payments as provided in said purchases made by CONTRACTOR of expenses incurred by the CITY and the CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expense in excess of the appropriated amounts(s) until the CITY appropriates additional funds for this Agreement.

4. Ratification: Due to the need for the CONTRACTOR's services to be provided continuously on an ongoing basis, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this agreement, those services are hereby ratified.

5. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original, and consists of three pages.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed by their respective, duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

CHICAGO TITLE COMPANY
A California Corporation

By: _____

By: _____

TONY M. ROYSTER
General Manager
Department of General Services

CHERYL YANEZ
Sr. Vice President
Chicago Title Company

Date: _____

Date: _____

Approved as to form:

Attest:

MICHAEL N. FEUER
City Attorney

HOLLY L. WOLCOTT
City Clerk

BY: Kimberly Miera
KIMBERLY D. MIERA
Deputy City Attorney

BY: _____
Deputy City Clerk

Date: 03/26/2021

Date: _____

City Business License Number: 0002619093

City Contract Number: C-127647

**SUPPLEMENTAL AGREEMENT TO CONTRACT NO. C-127720
BETWEEN THE CITY OF LOS ANGELES AND
FIRST AMERICAN TITLE INSURANCE COMPANY**

THIS SUPPLEMENTAL AGREEMENT to Contract No C-127720 is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through the Department of General Services (hereinafter referred to as "GSD") and First American Title Insurance Company, a Nebraska corporation (hereinafter referred to as "CONTRACTOR") for the services described herein.

WITNESSETH

WHEREAS, the Department of General Services (GSD) is responsible for providing title and escrow services for City of Los Angeles (City);

WHEREAS, GSD was preparing to issue a new RFP or RFQ for title services, when the Coronavirus outbreak and COVID-19 pandemic continued to slow down the contracting process;

WHEREAS, GSD staff working on the RFP were diverted from their regular duties to Coronavirus related work in June 2020 that included being an active participant in the Project Room Key program;

WHEREAS, the RFP was not issued due to the aforementioned activities and additional work duties;

WHEREAS, the City has an on-going need for need for title services to continue Homeless / Lower Income Housing initiatives and to add to the City funds, mostly the General Fund through the sale of properties;

WHEREAS, GSD is authorized to enter into contractual service agreements with contractors for specialty work that GSD cannot perform, by the provision of Los Angeles Administrative Code Article 8 Section 22.535;

WHEREAS, on March 3, 2016, GSD issued a Request for Qualification (RFQ) for the purpose of selecting a contractor to provide title services for the City;

WHEREAS, on June 28, 2016, the CITY and CONTRACTOR entered into Contract No. C-127720 based on the responses to the RFQ;

WHEREAS, Contract No. C-127720 expires on June 27, 2021, and the CITY and CONTRACTOR now agree to continue the contractor's services to June 27, 2022; and

WHEREAS, it is anticipated that the new RFP or RFQ will be issued in 2021 and a new contract executed with a contractor to provide appraisal services on or before June 28, 2022.

NOW THEREFORE, the parties hereby covenant and agree as follows:

1. Contract No. C-127720 is attached hereto as Exhibit 1, and incorporated herein by this reference (hereinafter "Contract"). The terms and conditions of said Contract shall be the terms and conditions of this Supplemental Agreement (Agreement) except as expressly modified herein.

2. Term: The term of this Agreement will commence upon the execution of the Agreement and will end on June 27, 2022.

3. Compensation and Appropriation of Funds: The CITY's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement and the CITY's obligation hereunder, is limited to One Hundred Fifty Thousand Dollars only (\$150,000.00). If the CITY appropriates additional funds for this agreement, the CITY's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Notwithstanding any other provision of the agreement including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligations to make any payments as provided in said purchases made by CONTRACTOR of expenses incurred by the CITY and the CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expense in excess of the appropriated amounts(s) until the CITY appropriates additional funds for this Agreement.

4. Ratification: Due to the need for the CONTRACTOR's services to be provided continuously on an ongoing basis, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this agreement, those services are hereby ratified.

5. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original, and consists of three pages.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed by their respective, duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

FIRST AMERICAN TITLE INSURANCE COMPANY
A Nebraska Corporation

By: _____

By: _____

TONY M. ROYSTER
General Manager
Department of General Services

SHARON YARBER
Vice President and
Senior National Underwriting Counsel
First American Title Company

Date: _____

Date: _____

Approved as to form:

Attest:

MICHAEL N. FEUER
City Attorney

HOLLY L. WOLCOTT
City Clerk

BY: Kimberly Mierra
KIMBERLY D. MIERA
Deputy City Attorney

BY: _____
Deputy City Clerk

Date: 03/26/2021

Date: _____

City Business License Number: 0002036642

City Contract Number: C-127720

AMENDMENT 2

AGREEMENT NUMBER C- 127647 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
CHICAGO TITLE COMPANY

This AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (herein referred to as the "City), acting by and through its Department of General Services (hereinafter referred to as "GSD") and Chicago Title Company, a California Corporation, (hereinafter referred to as the "Contractor"). City and Contractor maybe referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Department of General Services, Real Estate Services Division is the City's resident expert for all real estate activities providing review and analysis of existing City-owned facilities and sites;

WHEREAS, the Department of General Services, Real Estate Services Division ensures optimal use of all Council-controlled City owned vacant and improved properties and maximize the value of each of these assets;

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the Department of General Services released a Request for Qualification/Bids in March 2016 to create a list of firms who will provide professional title and escrow services on an as-needed.

WHEREAS, the Department of General Services has determined that the Contractor's experience and skills make them qualified to perform the scope of work set forth in this Agreement.

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature;

NOW, THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the Parties hereby covenant, represent and agree as follows:

SECTION 1 - REPRESENTATIVES

- 1.1 The representatives of the respective Parties authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

The City's representatives shall be:

Tony M. Royster, General Manager
Department of General Services
111 East First Street, Room 701, City Hall South
Los Angeles, CA 90012

Copies to:

Melody McCormick, Director
Dept. of General Services, Real Estate Services Division
111 East First Street, Room 201, City Hall South
Los Angeles, CA 90012
Phone: (213) 922-8500
Email: Melody.McCormick@lacity.org

David Roberts, Assistant Manager
Department of General Services, Real Estate Services Division
111 East First Street, Room 201, City Hall South
Los Angeles, CA 90012
Phone: (213) 922-8546
Email: David.I.Roberts@lacity.org

The Contractor's representatives shall be:

Chicago Title Company
Cheryl Yanez, Sr. Vice President
National Account Executive
725 S. Figueroa Street, Suite 200
Los Angeles, CA 90017
Phone: (213) 488-4315
Email: Cheryl.Yanez@ctt.com

- 1.2 Formal notices, demands, and communications required hereunder by either Party must be made in writing and maybe effected by personal delivery or by registered or certified mail, overnight mail, electronic (e-mail) or facsimile-mail, and shall be deemed communicated as the date of delivery, upon receipt during the receiving party's normal business hours.

- 1.3 If the name or address of the person designated to receive the notices, demands or communications is changed, or additional persons are added to receive notices, demands, or communications, written notice shall be given, in accordance with this section, within ten (10) working days of said change.

SECTION 2 - TERM AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

- 2.1.1 The term of this Agreement shall be for a period of three (3) years commencing on execution of all Parties, with an option to extend up to two (2) additional years, subject to funding availability and Contractor's performance.
- 2.1.2 This Agreement is up to \$75,000 (Seventy-Five Thousand Dollars) and maybe amended, subject to funding availability and Contractor's performance.
- 2.1.3 Non-Exclusive Agreement: Contractor understands and agrees that this is a non-exclusive agreement with the City and therefore cannot estimate, guarantee, nor obligated the volume or amount of work to be received by the Contractor.
- 2.1.4 Ratification Clause: Due to time constraints and the need of the Contractor's services to be provided, services prior to the execution of this Agreement may have provided. To the extent that Contractor services performance were in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.2 Services to be Provided by the Contractor

- 2.2.1 During the term of this Agreement, Contractor acknowledges that they are to provide the services on an "on-call" or assignment basis. Assignments will be issued using a "Work Order" document providing Contractor with authority to proceed with a specific service(s).
- 2.2.2 The Contractor shall provide title and escrow services as set forth in Exhibit A. The services shall be performed in a timely manner in accordance with each assigned property.

SECTION 3- PAYMENT

- 3.1 The City shall pay the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Seventy-Five Thousand Dollars (\$75,000).
- 3.2 The City will pay the Contractor for each completed title and escrow services according to the Contractor's written fee proposal accepted by the City. Said payment shall be made following the submission of complete and satisfactory reports and escrow services, including any corrections or additions.
- 3.3 The Contractor shall submit invoices for each satisfactory and completed work assignment. The invoice shall be on the Contractor's letterhead detailing the project address, tasks completed, and total cost for project completed. All request for payment submitted shall be certified by a duly authorized officer of the Contractor. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- 3.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City may request, in writing, changes to the content and format of the invoice and any additional supporting documentation as necessary.
- 3.6 The City shall not be required to make payments for work not yet performed nor for work deemed unsatisfactory by the City. The Parties agree that the Director (identified in Section 1.1) or designee shall make the final determination as to when Contractor's services or any part thereof have been satisfactory performed or completed to justify release of any given payment to Contractor under this Agreement.

SECTION 4. GENERAL TERMS AND CONDITIONS

4.1 Standard Provisions for City Contract

The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09) which are attached as *Appendix A* and incorporated as though fully stated herein.

SECTION 5. ENTIRE AGREEMENT

This Agreement and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the City and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the

terms and conditions of this Agreement. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence shall be as follows: the paragraphs in the body of this Agreement, followed by the Standard Provisions for City Contractors (Rev. 3/09), the Fee Schedule and then the Confidentiality Agreement.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

WHEREFORE, THIS AGREEMENT HAS BEEN EXECUTED on behalf of the City of Los Angeles, a municipal corporation, acting by and through its Department of General Services and by the Contractor, on the dates hereinafter ascribed.

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: [Signature]
Date: 5/27/2016

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: [Signature]
TONY M. ROYSTER, General Manager
Department of General Services
Date: 6/24/2016

ATTEST:
HOLLY L. WOLCOTT, City Clerk
By: [Signature]
Deputy



Date: 6-15-16
C-127647

CONTRACTOR:
CHICAGO TITLE COMPANY, a California Corporation

By: [Signature]
CHERYL A. YANEZ, Sr. Vice President
National Account Executive
Date: 6/7/16

BTRC #: 07-22397-94



CHICAGO TITLE

725 S. FIGUEROA STREET, SUITE 200, LOS ANGELES, CA 90017

May 23, 2016

City of Los Angeles
Attn: Jacqueline Mendez
Contract Administrator
Department of General Services
111 East First St., Room 201
Los Angeles, CA 90012

Ms. Jacqueline Mendez:

This letter is to confirm that Chicago Title will provide all of the services referenced below in Section 2.1 for Title Services and Section 2.2 for Escrow Services. Also, please see pages 67 through 71 of the Request for Qualification / Bids for the fees and cost for providing escrow services.

2.1 Title Services

Proposer(s) will provide title insurance, preliminary title reports, title reports, litigation guarantees, and ownership information. Proposer(s) will conduct title search and examination of all pertinent information relating to the status of the property. Reports may include, but not limited to, the following information:

- a. All Liens (money encumbrances) such as general or specific liens, mechanic's and tax liens.
- b. Mortgage and trust deeds.
- c. All easements.
- d. All restrictions on the development and/or use, including Covenants, Conditions & Restrictions (CC&Rs) and parking covenants.
- e. Title opinion stating whether the transaction would be insurable.
- f. Abstract of title and chain of title.
- g. Certificate of title, guarantee of title and insurance rate(s).
- h. Legal description of property.
- i. Street searches
- j. Title policies
- k. Back Title Letter/Back Title Certificate/Starters – "Starters" consists of copies of previously issued title products, which may include policies, commitments, preliminary reports, guarantees and binders as such products.

2.2 Escrow Services

Proposer(s) will provide the following services:

- a. Independent third party depository for funds and documents.
- b. Order demands on all loans of record.
- c. Review, organize and prepare purchase and sale agreement packages including all required attachments, exhibits and documents. Examples of customary exhibits include, but are not limited to the following:
 - Grant Deed
 - Description of Property
 - Bill of Sale and Assignment Schedules
 - FIRPTA Certificate of Non-Foreign Status
 - Closing Certificate
 - Due Diligence Package
 - Representations and Warranties
 - Miscellaneous Provisions
 - Escrow Company Acknowledgement
- d. Prepare buyer/seller joint escrow instructions.
- e. Prepare transfer documents.
- f. Work with title service company to (1) obtain, review, and confirm authorized signatory parties; (2) determine if liens, judgments, etc. affect property acquisition; and (3) obtain payoff information as required.
- g. Disburse funds to buyer, seller, agents, title services contractor and to any other parties of the transaction.
- h. Manage and disburse tenant relocation funds for acquired properties, if applicable.
- i. Pay notary fees, messenger fees and courier overnight mail/delivery service and charge back through the escrow.
- j. Obtain both partial and full reconveyances.
- k. Provide access rights endorsements in the policies.
- l. Provide messenger services as requested – and charge back through the escrow.

Please let me know if you have any additional questions or concerns.

Thank you,

Cheryl Yanez

Sr. Vice President

Chicago Title Company

725 S. Figueroa St., 2nd Floor

Los Angeles, CA 90017

(213) 488-4315

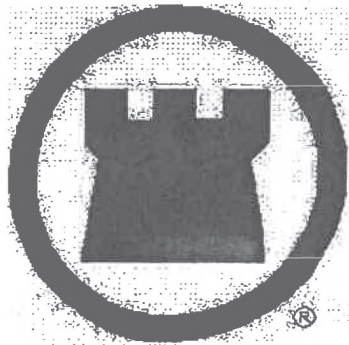
FEE AND LABOR COSTS

	TITLE SERVICES FEE SCHEDULE	FEE	Estimated Time Frame
NO.	SERVICES		
1	Preliminary Title Report Fee*	\$500.00	5 Business Days
2	Title Policies Fee	Scheduled Rates	3 Business Days
3	Litigation Guarantee	Scheduled Rates	5 Business Days
4	Chain of Title Guarantees *	\$ 250.00 plus \$10.00 Per Document	3 Business Days
5	Lot Book Reports*	\$250.00	3 Business Days
6	Title Research	\$50.00 per hour	5 Business Days
7	Title Commitment	\$500.00	5 Business Days
8	Title Sub-Escrow Fee	\$125.00	N/A
9	Title Wire Fee	\$25.00	N/A
10	Updating Preliminary Title Report Fee	No Charge	2 Business Days
11	Recording Fees	Based on County Recorders Office	N/A

Notes: * Based on Lot & Tract legal description

CHICAGO TITLE INSURANCE COMPANY

TITLE INSURANCE RATES AND CHARGES FOR THE STATE OF CALIFORNIA



EFFECTIVE: September 30, 2015
(Unless otherwise noted herein)

CHICAGO TITLE INSURANCE COMPANY

Part 1
Residential Property 1-4 Family Unit Residential Properties including
individual Vacant Lots which will be used for 1-4 Residential Purposes

Title Insurance

This part contains pricing for owner's fee and lesser estates, lenders, and leasehold interests.

Includes pricing for title services for all 1-4 family property except that which qualifies under any other "Part" within this Schedule of Fees and Charges.

CHICAGO TITLE INSURANCE COMPANY

Residential Property 1-4 Family Unit Residential Properties including Individual Vacant Lots which will be used for 1-4 Residential Purposes
Insurance Rate Table "R"
(without escrow services)

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
Up to and including \$30,000	\$400	\$285	\$165,001-170,000	\$738	\$365
\$30,001-35,000	\$400	\$285	\$170,001-175,000	\$750	\$370
\$35,001-40,000	\$400	\$285	\$175,001-180,000	\$762	\$375
\$40,001-45,000	\$400	\$285	\$180,001-185,000	\$773	\$380
\$45,001-50,000	\$400	\$285	\$185,001-190,000	\$785	\$385
\$50,001-55,000	\$418	\$285	\$190,001-195,000	\$796	\$390
\$55,001-60,000	\$435	\$285	\$195,001-200,000	\$808	\$395
\$60,001-65,000	\$453	\$285	\$200,001-205,000	\$819	\$400
\$65,001-70,000	\$470	\$285	\$205,001-210,000	\$830	\$405
\$70,001-75,000	\$488	\$285	\$210,001-215,000	\$842	\$410
\$75,001-80,000	\$506	\$285	\$215,001-220,000	\$853	\$415
\$80,001-85,000	\$523	\$285	\$220,001-225,000	\$864	\$420
\$85,001-90,000	\$541	\$285	\$225,001-230,000	\$875	\$425
\$90,001-95,000	\$558	\$285	\$230,001-235,000	\$886	\$430
\$95,001-100,000	\$576	\$285	\$235,001-240,000	\$898	\$435
\$100,001-105,000	\$588	\$300	\$240,001-245,000	\$909	\$440
\$105,001-110,000	\$599	\$305	\$245,001-250,000	\$920	\$445
\$110,001-115,000	\$611	\$310	\$250,001-255,000	\$931	\$450
\$115,001-120,000	\$622	\$315	\$255,001-260,000	\$942	\$455
\$120,001-125,000	\$634	\$320	\$260,001-265,000	\$954	\$460
\$125,001-130,000	\$646	\$325	\$265,001-270,000	\$965	\$465
\$130,001-135,000	\$657	\$330	\$270,001-275,000	\$976	\$470
\$135,001-140,000	\$669	\$335	\$275,001-280,000	\$987	\$475
\$140,001-145,000	\$680	\$340	\$280,001-285,000	\$998	\$480
\$145,001-150,000	\$692	\$345	\$285,001-290,000	\$1,010	\$485
\$150,001-155,000	\$704	\$350	\$290,001-295,000	\$1,021	\$490
\$155,001-160,000	\$715	\$355	\$295,001-300,000	\$1,032	\$490
\$160,001-165,000	\$727	\$360			

For Each Additional \$5,000 or fraction thereof above \$300,000	Residential Owners Rate		Lender's Concurrent Rate	
Up to and including \$500,000	Add \$8.50 per \$5,000	\$1,372	Add \$5.25 per \$5,000	\$700
Up to and including \$850,000	Add \$7.90 per \$5,000	\$1,925	Add \$5.25 per \$5,000	\$1,067.50
Up to and including \$1,000,000	Add \$7.60 per \$5,000	\$2,153	Add \$3.55 per \$5,000	\$1,174
Up to and including \$1,500,000	Add \$6.00 per \$5,000	\$2,753	Add \$2.50 per \$5,000	\$1,424
Up to and including \$2,000,000	Add \$5.60 per \$5,000	\$3,313	Add \$2.20 per \$5,000	\$1,644
Up to and including \$2,500,000	Add \$3.35 per \$5,000	\$3,648	Add \$2.20 per \$5,000	\$1,864
Up to and including \$3,000,000	Add \$3.15 per \$5,000	\$3,963	Add \$2.20 per \$5,000	\$2,084
Up to and including \$4,000,000	Add \$2.95 per \$5,000	\$4,553	Add \$2.20 per \$5,000	\$2,524
Over \$4,000,000	Add \$2.95 per \$5,000		Add \$2.20 per \$5,000	

CHICAGO TITLE INSURANCE COMPANY

Part 2
Commercial/Industrial Property
Title Insurance

This part contains pricing for owner's fee and lesser estates, lenders, and leasehold interests.

See Major Projects/Planned Projects for additional pricing options.

Includes pricing for title services for all property not covered under other Parts of this manual.

CHICAGO TITLE INSURANCE COMPANY

PART 2
 STATEWIDE INSURANCE RATE TABLE C
 FOR COMMERCIAL/INDUSTRIAL TITLE INSURANCE
 Without Escrow Services

Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
Up to and including \$30,000	\$317	\$285	\$305,001-\$310,000	\$1,011	\$501
\$30,001-\$35,000	\$334	\$285	\$310,001-\$315,000	\$1,020	\$506
\$35,001-\$40,000	\$334	\$285	\$315,001-\$320,000	\$1,028	\$511
\$40,001-\$45,000	\$370	\$285	\$320,001-\$325,000	\$1,037	\$516
\$45,001-\$50,000	\$370	\$285	\$325,001-\$330,000	\$1,045	\$522
\$50,001-\$55,000	\$378	\$285	\$330,001-\$335,000	\$1,053	\$527
\$55,001-\$60,000	\$395	\$285	\$335,001-\$340,000	\$1,062	\$532
\$60,001-\$65,000	\$413	\$285	\$340,001-\$345,000	\$1,070	\$537
\$65,001-\$70,000	\$430	\$285	\$345,001-\$350,000	\$1,079	\$543
\$70,001-\$75,000	\$448	\$285	\$350,001-\$355,000	\$1,087	\$548
\$75,001-\$80,000	\$466	\$285	\$355,001-\$360,000	\$1,096	\$553
\$80,001-\$85,000	\$483	\$285	\$360,001-\$365,000	\$1,104	\$558
\$85,001-\$90,000	\$501	\$285	\$365,001-\$370,000	\$1,113	\$564
\$90,001-\$95,000	\$518	\$285	\$370,001-\$375,000	\$1,121	\$569
\$95,001-\$100,000	\$534	\$285	\$375,001-\$380,000	\$1,129	\$574
\$100,001-\$105,000	\$545	\$300	\$380,001-\$385,000	\$1,138	\$579
\$105,001-\$110,000	\$556	\$305	\$385,001-\$390,000	\$1,146	\$585
\$110,001-\$115,000	\$569	\$310	\$390,001-\$395,000	\$1,155	\$590
\$115,001-\$120,000	\$580	\$315	\$395,001-\$400,000	\$1,163	\$595
\$120,001-\$125,000	\$591	\$320	\$400,001-\$405,000	\$1,172	\$600
\$125,001-\$130,000	\$603	\$325	\$405,001-\$410,000	\$1,180	\$606
\$130,001-\$135,000	\$614	\$330	\$410,001-\$415,000	\$1,189	\$611
\$135,001-\$140,000	\$626	\$335	\$415,001-\$420,000	\$1,197	\$616
\$140,001-\$145,000	\$638	\$340	\$420,001-\$425,000	\$1,205	\$621
\$145,001-\$150,000	\$650	\$345	\$425,001-\$430,000	\$1,214	\$627
\$150,001-\$155,000	\$661	\$350	\$430,001-\$435,000	\$1,222	\$632
\$155,001-\$160,000	\$672	\$355	\$435,001-\$440,000	\$1,231	\$637
\$160,001-\$165,000	\$685	\$360	\$440,001-\$445,000	\$1,239	\$642
\$165,001-\$170,000	\$696	\$365	\$445,001-\$450,000	\$1,248	\$648
\$170,001-\$175,000	\$707	\$370	\$450,001-\$455,000	\$1,256	\$653
\$175,001-\$180,000	\$719	\$375	\$455,001-\$460,000	\$1,264	\$658
\$180,001-\$185,000	\$730	\$380	\$460,001-\$465,000	\$1,273	\$663
\$185,001-\$190,000	\$742	\$385	\$465,001-\$470,000	\$1,281	\$669
\$190,001-\$195,000	\$754	\$390	\$470,001-\$475,000	\$1,290	\$674
\$195,001-\$200,000	\$766	\$395	\$475,001-\$480,000	\$1,298	\$679
\$200,001-\$205,000	\$777	\$400	\$480,001-\$485,000	\$1,307	\$684
\$205,001-\$210,000	\$789	\$405	\$485,001-\$490,000	\$1,315	\$690
\$210,001-\$215,000	\$800	\$410	\$490,001-\$495,000	\$1,324	\$695
\$215,001-\$220,000	\$811	\$415	\$495,001-\$500,000	\$1,332	\$700
\$220,001-\$225,000	\$823	\$420	\$500,001-\$505,000	\$1,340	\$705
\$225,001-\$230,000	\$834	\$425	\$505,001-\$510,000	\$1,348	\$711
\$230,001-\$235,000	\$846	\$430	\$510,001-\$515,000	\$1,356	\$716
\$235,001-\$240,000	\$857	\$435	\$515,001-\$520,000	\$1,364	\$721
\$240,001-\$245,000	\$869	\$440	\$520,001-\$525,000	\$1,372	\$726
\$245,001-\$250,000	\$880	\$445	\$525,001-\$530,000	\$1,380	\$732
\$250,001-\$255,000	\$891	\$450	\$530,001-\$535,000	\$1,387	\$737
\$255,001-\$260,000	\$903	\$455	\$535,001-\$540,000	\$1,395	\$742
\$260,001-\$265,000	\$914	\$460	\$540,001-\$545,000	\$1,403	\$747
\$265,001-\$270,000	\$926	\$465	\$545,001-\$550,000	\$1,411	\$753
\$270,001-\$275,000	\$938	\$470	\$550,001-\$555,000	\$1,419	\$758
\$275,001-\$280,000	\$949	\$475	\$555,001-\$560,000	\$1,427	\$763
\$280,001-\$285,000	\$960	\$480	\$560,001-\$565,000	\$1,435	\$768
\$285,001-\$290,000	\$971	\$485	\$565,001-\$570,000	\$1,443	\$774
\$290,001-\$295,000	\$983	\$490	\$570,001-\$575,000	\$1,451	\$779
\$295,001-\$300,000	\$994	\$490	\$575,001-\$580,000	\$1,459	\$784
\$300,001-\$305,000	\$1,003	\$495	\$580,001-\$585,000	\$1,467	\$789

State of California
 Effective: September 30, 2015

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
\$585,001-\$590,000	\$1,475	\$795	\$895,001-\$900,000	\$1,962	\$1,103
\$590,001-\$595,000	\$1,482	\$800	\$900,001-\$905,000	\$1,970	\$1,107
\$595,001-\$600,000	\$1,490	\$805	\$905,001-\$910,000	\$1,978	\$1,110
\$600,001-\$605,000	\$1,498	\$810	\$910,001-\$915,000	\$1,985	\$1,114
\$605,001-\$610,000	\$1,506	\$816	\$915,001-\$920,000	\$1,993	\$1,117
\$610,001-\$615,000	\$1,514	\$821	\$920,001-\$925,000	\$2,000	\$1,121
\$615,001-\$620,000	\$1,522	\$826	\$925,001-\$930,000	\$2,008	\$1,124
\$620,001-\$625,000	\$1,530	\$831	\$930,001-\$935,000	\$2,016	\$1,128
\$625,001-\$630,000	\$1,538	\$837	\$935,001-\$940,000	\$2,023	\$1,131
\$630,001-\$635,000	\$1,546	\$842	\$940,001-\$945,000	\$2,031	\$1,135
\$635,001-\$640,000	\$1,554	\$847	\$945,001-\$950,000	\$2,038	\$1,139
\$640,001-\$645,000	\$1,562	\$852	\$950,001-\$955,000	\$2,046	\$1,142
\$645,001-\$650,000	\$1,570	\$858	\$955,001-\$960,000	\$2,054	\$1,146
\$650,001-\$655,000	\$1,578	\$863	\$960,001-\$965,000	\$2,061	\$1,149
\$655,001-\$660,000	\$1,585	\$868	\$965,001-\$970,000	\$2,069	\$1,153
\$660,001-\$665,000	\$1,593	\$873	\$970,001-\$975,000	\$2,076	\$1,156
\$665,001-\$670,000	\$1,601	\$879	\$975,001-\$980,000	\$2,084	\$1,160
\$670,001-\$675,000	\$1,609	\$884	\$980,001-\$985,000	\$2,092	\$1,163
\$675,001-\$680,000	\$1,617	\$889	\$985,001-\$990,000	\$2,099	\$1,167
\$680,001-\$685,000	\$1,625	\$894	\$990,001-\$995,000	\$2,107	\$1,170
\$685,001-\$690,000	\$1,633	\$900	\$995,001-\$1,000,000	\$2,114	\$1,174
\$690,001-\$695,000	\$1,641	\$905	\$1,000,001-\$1,005,000	\$2,120	\$1,177
\$695,001-\$700,000	\$1,649	\$910	\$1,005,001-\$1,010,000	\$2,126	\$1,179
\$700,001-\$705,000	\$1,657	\$915	\$1,010,001-\$1,015,000	\$2,132	\$1,182
\$705,001-\$710,000	\$1,665	\$921	\$1,015,001-\$1,020,000	\$2,138	\$1,184
\$710,001-\$715,000	\$1,673	\$926	\$1,020,001-\$1,025,000	\$2,144	\$1,187
\$715,001-\$720,000	\$1,680	\$931	\$1,025,001-\$1,030,000	\$2,150	\$1,189
\$720,001-\$725,000	\$1,688	\$936	\$1,030,001-\$1,035,000	\$2,156	\$1,192
\$725,001-\$730,000	\$1,696	\$942	\$1,035,001-\$1,040,000	\$2,162	\$1,194
\$730,001-\$735,000	\$1,704	\$947	\$1,040,001-\$1,045,000	\$2,168	\$1,197
\$735,001-\$740,000	\$1,712	\$952	\$1,045,001-\$1,050,000	\$2,174	\$1,199
\$740,001-\$745,000	\$1,720	\$957	\$1,050,001-\$1,055,000	\$2,180	\$1,202
\$745,001-\$750,000	\$1,728	\$963	\$1,055,001-\$1,060,000	\$2,186	\$1,204
\$750,001-\$755,000	\$1,736	\$968	\$1,060,001-\$1,065,000	\$2,192	\$1,207
\$755,001-\$760,000	\$1,744	\$973	\$1,065,001-\$1,070,000	\$2,198	\$1,209
\$760,001-\$765,000	\$1,752	\$978	\$1,070,001-\$1,075,000	\$2,204	\$1,212
\$765,001-\$770,000	\$1,760	\$984	\$1,075,001-\$1,080,000	\$2,210	\$1,214
\$770,001-\$775,000	\$1,768	\$989	\$1,080,001-\$1,085,000	\$2,216	\$1,217
\$775,001-\$780,000	\$1,776	\$994	\$1,085,001-\$1,090,000	\$2,222	\$1,219
\$780,001-\$785,000	\$1,783	\$999	\$1,090,001-\$1,095,000	\$2,228	\$1,222
\$785,001-\$790,000	\$1,791	\$1,005	\$1,095,001-\$1,100,000	\$2,234	\$1,224
\$790,001-\$795,000	\$1,799	\$1,010	\$1,100,001-\$1,105,000	\$2,240	\$1,227
\$795,001-\$800,000	\$1,807	\$1,015	\$1,105,001-\$1,110,000	\$2,246	\$1,229
\$800,001-\$805,000	\$1,815	\$1,020	\$1,110,001-\$1,115,000	\$2,252	\$1,232
\$805,001-\$810,000	\$1,823	\$1,026	\$1,115,001-\$1,120,000	\$2,258	\$1,234
\$810,001-\$815,000	\$1,831	\$1,031	\$1,120,001-\$1,125,000	\$2,264	\$1,237
\$815,001-\$820,000	\$1,839	\$1,036	\$1,125,001-\$1,130,000	\$2,270	\$1,239
\$820,001-\$825,000	\$1,847	\$1,041	\$1,130,001-\$1,135,000	\$2,276	\$1,242
\$825,001-\$830,000	\$1,855	\$1,047	\$1,135,001-\$1,140,000	\$2,282	\$1,244
\$830,001-\$835,000	\$1,863	\$1,052	\$1,140,001-\$1,145,000	\$2,288	\$1,247
\$835,001-\$840,000	\$1,871	\$1,057	\$1,145,001-\$1,150,000	\$2,294	\$1,249
\$840,001-\$845,000	\$1,878	\$1,062	\$1,150,001-\$1,155,000	\$2,300	\$1,252
\$845,001-\$850,000	\$1,886	\$1,068	\$1,155,001-\$1,160,000	\$2,306	\$1,254
\$850,001-\$855,000	\$1,894	\$1,071	\$1,160,001-\$1,165,000	\$2,312	\$1,257
\$855,001-\$860,000	\$1,902	\$1,075	\$1,165,001-\$1,170,000	\$2,318	\$1,259
\$860,001-\$865,000	\$1,909	\$1,078	\$1,170,001-\$1,175,000	\$2,324	\$1,262
\$865,001-\$870,000	\$1,917	\$1,082	\$1,175,001-\$1,180,000	\$2,330	\$1,264
\$870,001-\$875,000	\$1,924	\$1,085	\$1,180,001-\$1,185,000	\$2,336	\$1,267
\$875,001-\$880,000	\$1,932	\$1,089	\$1,185,001-\$1,190,000	\$2,342	\$1,269
\$880,001-\$885,000	\$1,940	\$1,092	\$1,190,001-\$1,195,000	\$2,348	\$1,272
\$885,001-\$890,000	\$1,947	\$1,096	\$1,195,001-\$1,200,000	\$2,354	\$1,274
\$890,001-\$895,000	\$1,955	\$1,099	\$1,200,001-\$1,205,000	\$2,360	\$1,277

State of California
Effective: September 30, 2015

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance (Continued)	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
\$1,205,001-\$1,210,000	\$2,366	\$1,279	\$1,510,001-\$1,515,000	\$2,732	\$1,431
\$1,210,001-\$1,215,000	\$2,372	\$1,282	\$1,515,001-\$1,520,000	\$2,738	\$1,433
\$1,215,001-\$1,220,000	\$2,378	\$1,284	\$1,520,001-\$1,525,000	\$2,743	\$1,435
\$1,220,001-\$1,225,000	\$2,384	\$1,287	\$1,525,001-\$1,530,000	\$2,749	\$1,437
\$1,225,001-\$1,230,000	\$2,390	\$1,289	\$1,530,001-\$1,535,000	\$2,755	\$1,439
\$1,230,001-\$1,235,000	\$2,396	\$1,292	\$1,535,001-\$1,540,000	\$2,761	\$1,442
\$1,235,001-\$1,240,000	\$2,402	\$1,294	\$1,540,001-\$1,545,000	\$2,767	\$1,444
\$1,240,001-\$1,245,000	\$2,408	\$1,297	\$1,545,001-\$1,550,000	\$2,772	\$1,446
\$1,245,001-\$1,250,000	\$2,414	\$1,299	\$1,550,001-\$1,555,000	\$2,778	\$1,448
\$1,250,001-\$1,255,000	\$2,420	\$1,302	\$1,555,001-\$1,560,000	\$2,784	\$1,450
\$1,255,001-\$1,260,000	\$2,426	\$1,304	\$1,560,001-\$1,565,000	\$2,790	\$1,453
\$1,260,001-\$1,265,000	\$2,432	\$1,307	\$1,565,001-\$1,570,000	\$2,796	\$1,455
\$1,265,001-\$1,270,000	\$2,438	\$1,309	\$1,570,001-\$1,575,000	\$2,801	\$1,457
\$1,270,001-\$1,275,000	\$2,444	\$1,312	\$1,575,001-\$1,580,000	\$2,807	\$1,459
\$1,275,001-\$1,280,000	\$2,450	\$1,314	\$1,580,001-\$1,585,000	\$2,813	\$1,461
\$1,280,001-\$1,285,000	\$2,456	\$1,317	\$1,585,001-\$1,590,000	\$2,819	\$1,464
\$1,285,001-\$1,290,000	\$2,462	\$1,319	\$1,590,001-\$1,595,000	\$2,825	\$1,466
\$1,290,001-\$1,295,000	\$2,468	\$1,322	\$1,595,001-\$1,600,000	\$2,830	\$1,468
\$1,295,001-\$1,300,000	\$2,474	\$1,324	\$1,600,001-\$1,605,000	\$2,836	\$1,470
\$1,300,001-\$1,305,000	\$2,480	\$1,327	\$1,605,001-\$1,610,000	\$2,842	\$1,472
\$1,305,001-\$1,310,000	\$2,486	\$1,329	\$1,610,001-\$1,615,000	\$2,848	\$1,475
\$1,310,001-\$1,315,000	\$2,492	\$1,332	\$1,615,001-\$1,620,000	\$2,854	\$1,477
\$1,315,001-\$1,320,000	\$2,498	\$1,334	\$1,620,001-\$1,625,000	\$2,859	\$1,479
\$1,320,001-\$1,325,000	\$2,504	\$1,337	\$1,625,001-\$1,630,000	\$2,865	\$1,481
\$1,325,001-\$1,330,000	\$2,510	\$1,339	\$1,630,001-\$1,635,000	\$2,871	\$1,483
\$1,330,001-\$1,335,000	\$2,516	\$1,342	\$1,635,001-\$1,640,000	\$2,877	\$1,486
\$1,335,001-\$1,340,000	\$2,522	\$1,344	\$1,640,001-\$1,645,000	\$2,883	\$1,488
\$1,340,001-\$1,345,000	\$2,528	\$1,347	\$1,645,001-\$1,650,000	\$2,888	\$1,490
\$1,345,001-\$1,350,000	\$2,534	\$1,349	\$1,650,001-\$1,655,000	\$2,894	\$1,492
\$1,350,001-\$1,355,000	\$2,540	\$1,352	\$1,655,001-\$1,660,000	\$2,900	\$1,494
\$1,355,001-\$1,360,000	\$2,546	\$1,354	\$1,660,001-\$1,665,000	\$2,906	\$1,497
\$1,360,001-\$1,365,000	\$2,552	\$1,357	\$1,665,001-\$1,670,000	\$2,912	\$1,499
\$1,365,001-\$1,370,000	\$2,558	\$1,359	\$1,670,001-\$1,675,000	\$2,917	\$1,501
\$1,370,001-\$1,375,000	\$2,564	\$1,362	\$1,675,001-\$1,680,000	\$2,923	\$1,503
\$1,375,001-\$1,380,000	\$2,570	\$1,364	\$1,680,001-\$1,685,000	\$2,929	\$1,505
\$1,380,001-\$1,385,000	\$2,576	\$1,367	\$1,685,001-\$1,690,000	\$2,935	\$1,508
\$1,385,001-\$1,390,000	\$2,582	\$1,369	\$1,690,001-\$1,695,000	\$2,941	\$1,510
\$1,390,001-\$1,395,000	\$2,588	\$1,372	\$1,695,001-\$1,700,000	\$2,946	\$1,512
\$1,395,001-\$1,400,000	\$2,594	\$1,374	\$1,700,001-\$1,705,000	\$2,952	\$1,514
\$1,400,001-\$1,405,000	\$2,600	\$1,377	\$1,705,001-\$1,710,000	\$2,958	\$1,516
\$1,405,001-\$1,410,000	\$2,606	\$1,379	\$1,710,001-\$1,715,000	\$2,964	\$1,519
\$1,410,001-\$1,415,000	\$2,612	\$1,382	\$1,715,001-\$1,720,000	\$2,970	\$1,521
\$1,415,001-\$1,420,000	\$2,618	\$1,384	\$1,720,001-\$1,725,000	\$2,975	\$1,523
\$1,420,001-\$1,425,000	\$2,624	\$1,387	\$1,725,001-\$1,730,000	\$2,981	\$1,525
\$1,425,001-\$1,430,000	\$2,630	\$1,389	\$1,730,001-\$1,735,000	\$2,987	\$1,527
\$1,430,001-\$1,435,000	\$2,636	\$1,392	\$1,735,001-\$1,740,000	\$2,993	\$1,530
\$1,435,001-\$1,440,000	\$2,642	\$1,394	\$1,740,001-\$1,745,000	\$2,999	\$1,532
\$1,440,001-\$1,445,000	\$2,648	\$1,397	\$1,745,001-\$1,750,000	\$3,004	\$1,534
\$1,445,001-\$1,450,000	\$2,654	\$1,399	\$1,750,001-\$1,755,000	\$3,010	\$1,536
\$1,450,001-\$1,455,000	\$2,660	\$1,402	\$1,755,001-\$1,760,000	\$3,016	\$1,538
\$1,455,001-\$1,460,000	\$2,666	\$1,404	\$1,760,001-\$1,765,000	\$3,022	\$1,541
\$1,460,001-\$1,465,000	\$2,672	\$1,407	\$1,765,001-\$1,770,000	\$3,028	\$1,543
\$1,465,001-\$1,470,000	\$2,678	\$1,409	\$1,770,001-\$1,775,000	\$3,033	\$1,545
\$1,470,001-\$1,475,000	\$2,684	\$1,412	\$1,775,001-\$1,780,000	\$3,039	\$1,547
\$1,475,001-\$1,480,000	\$2,690	\$1,414	\$1,780,001-\$1,785,000	\$3,045	\$1,549
\$1,480,001-\$1,485,000	\$2,696	\$1,417	\$1,785,001-\$1,790,000	\$3,051	\$1,552
\$1,485,001-\$1,490,000	\$2,702	\$1,419	\$1,790,001-\$1,795,000	\$3,057	\$1,554
\$1,490,001-\$1,495,000	\$2,708	\$1,422	\$1,795,001-\$1,800,000	\$3,062	\$1,556
\$1,495,001-\$1,500,000	\$2,714	\$1,424	\$1,800,001-\$1,805,000	\$3,068	\$1,558
\$1,500,001-\$1,505,000	\$2,720	\$1,426	\$1,805,001-\$1,810,000	\$3,074	\$1,560
\$1,505,001-\$1,510,000	\$2,726	\$1,428	\$1,810,001-\$1,815,000	\$3,080	\$1,563

State of California
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CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance (Continued)	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
\$1,815,001-\$1,820,000	\$3,086	\$1,565	\$2,125,001-\$2,130,000	\$3,378	\$1,701
\$1,820,001-\$1,825,000	\$3,091	\$1,567	\$2,130,001-\$2,135,000	\$3,381	\$1,703
\$1,825,001-\$1,830,000	\$3,097	\$1,569	\$2,135,001-\$2,140,000	\$3,384	\$1,706
\$1,830,001-\$1,835,000	\$3,103	\$1,571	\$2,140,001-\$2,145,000	\$3,387	\$1,708
\$1,835,001-\$1,840,000	\$3,109	\$1,574	\$2,145,001-\$2,150,000	\$3,390	\$1,710
\$1,840,001-\$1,845,000	\$3,115	\$1,576	\$2,150,001-\$2,155,000	\$3,394	\$1,712
\$1,845,001-\$1,850,000	\$3,120	\$1,578	\$2,155,001-\$2,160,000	\$3,397	\$1,714
\$1,850,001-\$1,855,000	\$3,126	\$1,580	\$2,160,001-\$2,165,000	\$3,400	\$1,717
\$1,855,001-\$1,860,000	\$3,132	\$1,582	\$2,165,001-\$2,170,000	\$3,403	\$1,719
\$1,860,001-\$1,865,000	\$3,138	\$1,585	\$2,170,001-\$2,175,000	\$3,406	\$1,721
\$1,865,001-\$1,870,000	\$3,144	\$1,587	\$2,175,001-\$2,180,000	\$3,410	\$1,723
\$1,870,001-\$1,875,000	\$3,149	\$1,589	\$2,180,001-\$2,185,000	\$3,413	\$1,725
\$1,875,001-\$1,880,000	\$3,155	\$1,591	\$2,185,001-\$2,190,000	\$3,416	\$1,728
\$1,880,001-\$1,885,000	\$3,161	\$1,593	\$2,190,001-\$2,195,000	\$3,419	\$1,730
\$1,885,001-\$1,890,000	\$3,167	\$1,596	\$2,195,001-\$2,200,000	\$3,422	\$1,732
\$1,890,001-\$1,895,000	\$3,173	\$1,598	\$2,200,001-\$2,205,000	\$3,426	\$1,734
\$1,895,001-\$1,900,000	\$3,178	\$1,600	\$2,205,001-\$2,210,000	\$3,429	\$1,736
\$1,900,001-\$1,905,000	\$3,184	\$1,602	\$2,210,001-\$2,215,000	\$3,432	\$1,739
\$1,905,001-\$1,910,000	\$3,190	\$1,604	\$2,215,001-\$2,220,000	\$3,435	\$1,741
\$1,910,001-\$1,915,000	\$3,196	\$1,607	\$2,220,001-\$2,225,000	\$3,438	\$1,743
\$1,915,001-\$1,920,000	\$3,202	\$1,609	\$2,225,001-\$2,230,000	\$3,442	\$1,745
\$1,920,001-\$1,925,000	\$3,207	\$1,611	\$2,230,001-\$2,235,000	\$3,445	\$1,747
\$1,925,001-\$1,930,000	\$3,213	\$1,613	\$2,235,001-\$2,240,000	\$3,448	\$1,750
\$1,930,001-\$1,935,000	\$3,219	\$1,615	\$2,240,001-\$2,245,000	\$3,451	\$1,752
\$1,935,001-\$1,940,000	\$3,225	\$1,618	\$2,245,001-\$2,250,000	\$3,454	\$1,754
\$1,940,001-\$1,945,000	\$3,231	\$1,620	\$2,250,001-\$2,255,000	\$3,458	\$1,756
\$1,945,001-\$1,950,000	\$3,236	\$1,622	\$2,255,001-\$2,260,000	\$3,461	\$1,758
\$1,950,001-\$1,955,000	\$3,242	\$1,624	\$2,260,001-\$2,265,000	\$3,464	\$1,761
\$1,955,001-\$1,960,000	\$3,248	\$1,626	\$2,265,001-\$2,270,000	\$3,467	\$1,763
\$1,960,001-\$1,965,000	\$3,254	\$1,629	\$2,270,001-\$2,275,000	\$3,470	\$1,765
\$1,965,001-\$1,970,000	\$3,260	\$1,631	\$2,275,001-\$2,280,000	\$3,474	\$1,767
\$1,970,001-\$1,975,000	\$3,265	\$1,633	\$2,280,001-\$2,285,000	\$3,477	\$1,769
\$1,975,001-\$1,980,000	\$3,271	\$1,635	\$2,285,001-\$2,290,000	\$3,480	\$1,772
\$1,980,001-\$1,985,000	\$3,277	\$1,637	\$2,290,001-\$2,295,000	\$3,483	\$1,774
\$1,985,001-\$1,990,000	\$3,283	\$1,640	\$2,295,001-\$2,300,000	\$3,486	\$1,776
\$1,990,001-\$1,995,000	\$3,289	\$1,642	\$2,300,001-\$2,305,000	\$3,490	\$1,778
\$1,995,001-\$2,000,000	\$3,294	\$1,644	\$2,305,001-\$2,310,000	\$3,493	\$1,780
\$2,000,001-\$2,005,000	\$3,298	\$1,646	\$2,310,001-\$2,315,000	\$3,496	\$1,783
\$2,005,001-\$2,010,000	\$3,301	\$1,648	\$2,315,001-\$2,320,000	\$3,499	\$1,785
\$2,010,001-\$2,015,000	\$3,304	\$1,651	\$2,320,001-\$2,325,000	\$3,502	\$1,787
\$2,015,001-\$2,020,000	\$3,307	\$1,653	\$2,325,001-\$2,330,000	\$3,506	\$1,789
\$2,020,001-\$2,025,000	\$3,310	\$1,655	\$2,330,001-\$2,335,000	\$3,509	\$1,791
\$2,025,001-\$2,030,000	\$3,314	\$1,657	\$2,335,001-\$2,340,000	\$3,512	\$1,794
\$2,030,001-\$2,035,000	\$3,317	\$1,659	\$2,340,001-\$2,345,000	\$3,515	\$1,796
\$2,035,001-\$2,040,000	\$3,320	\$1,662	\$2,345,001-\$2,350,000	\$3,518	\$1,798
\$2,040,001-\$2,045,000	\$3,323	\$1,664	\$2,350,001-\$2,355,000	\$3,522	\$1,800
\$2,045,001-\$2,050,000	\$3,326	\$1,666	\$2,355,001-\$2,360,000	\$3,525	\$1,802
\$2,050,001-\$2,055,000	\$3,330	\$1,668	\$2,360,001-\$2,365,000	\$3,528	\$1,805
\$2,055,001-\$2,060,000	\$3,333	\$1,670	\$2,365,001-\$2,370,000	\$3,531	\$1,807
\$2,060,001-\$2,065,000	\$3,336	\$1,673	\$2,370,001-\$2,375,000	\$3,534	\$1,809
\$2,065,001-\$2,070,000	\$3,339	\$1,675	\$2,375,001-\$2,380,000	\$3,538	\$1,811
\$2,070,001-\$2,075,000	\$3,342	\$1,677	\$2,380,001-\$2,385,000	\$3,541	\$1,813
\$2,075,001-\$2,080,000	\$3,346	\$1,679	\$2,385,001-\$2,390,000	\$3,544	\$1,816
\$2,080,001-\$2,085,000	\$3,349	\$1,681	\$2,390,001-\$2,395,000	\$3,547	\$1,818
\$2,085,001-\$2,090,000	\$3,352	\$1,684	\$2,395,001-\$2,400,000	\$3,550	\$1,820
\$2,090,001-\$2,095,000	\$3,355	\$1,686	\$2,400,001-\$2,405,000	\$3,554	\$1,822
\$2,095,001-\$2,100,000	\$3,358	\$1,688	\$2,405,001-\$2,410,000	\$3,557	\$1,824
\$2,100,001-\$2,105,000	\$3,362	\$1,690	\$2,410,001-\$2,415,000	\$3,560	\$1,827
\$2,105,001-\$2,110,000	\$3,365	\$1,692	\$2,415,001-\$2,420,000	\$3,563	\$1,829
\$2,110,001-\$2,115,000	\$3,368	\$1,695	\$2,420,001-\$2,425,000	\$3,566	\$1,831
\$2,115,001-\$2,120,000	\$3,371	\$1,697	\$2,425,001-\$2,430,000	\$3,570	\$1,833
\$2,120,001-\$2,125,000	\$3,374	\$1,699	\$2,430,001-\$2,435,000	\$3,573	\$1,835

State of California
Effective: September 30, 2015

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance (Continued)	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
\$2,435,001-\$2,440,000	\$3,576	\$1,838	\$2,720,001-\$2,725,000	\$3,748	\$1,963
\$2,440,001-\$2,445,000	\$3,579	\$1,840	\$2,725,001-\$2,730,000	\$3,751	\$1,965
\$2,445,001-\$2,450,000	\$3,582	\$1,842	\$2,730,001-\$2,735,000	\$3,754	\$1,967
\$2,450,001-\$2,455,000	\$3,586	\$1,844	\$2,735,001-\$2,740,000	\$3,756	\$1,970
\$2,455,001-\$2,460,000	\$3,589	\$1,846	\$2,740,001-\$2,745,000	\$3,759	\$1,972
\$2,460,001-\$2,465,000	\$3,592	\$1,849	\$2,745,001-\$2,750,000	\$3,762	\$1,974
\$2,465,001-\$2,470,000	\$3,595	\$1,851	\$2,750,001-\$2,755,000	\$3,765	\$1,976
\$2,470,001-\$2,475,000	\$3,598	\$1,853	\$2,755,001-\$2,760,000	\$3,768	\$1,978
\$2,475,001-\$2,480,000	\$3,602	\$1,855	\$2,760,001-\$2,765,000	\$3,771	\$1,981
\$2,480,001-\$2,485,000	\$3,605	\$1,857	\$2,765,001-\$2,770,000	\$3,774	\$1,983
\$2,485,001-\$2,490,000	\$3,608	\$1,860	\$2,770,001-\$2,775,000	\$3,777	\$1,985
\$2,490,001-\$2,495,000	\$3,611	\$1,862	\$2,775,001-\$2,780,000	\$3,780	\$1,987
\$2,495,001-\$2,500,000	\$3,614	\$1,864	\$2,780,001-\$2,785,000	\$3,783	\$1,989
\$2,500,001-\$2,505,000	\$3,617	\$1,866	\$2,785,001-\$2,790,000	\$3,786	\$1,992
\$2,505,001-\$2,510,000	\$3,620	\$1,868	\$2,790,001-\$2,795,000	\$3,789	\$1,994
\$2,510,001-\$2,515,000	\$3,623	\$1,871	\$2,795,001-\$2,800,000	\$3,792	\$1,996
\$2,515,001-\$2,520,000	\$3,626	\$1,873	\$2,800,001-\$2,805,000	\$3,795	\$1,998
\$2,520,001-\$2,525,000	\$3,629	\$1,875	\$2,805,001-\$2,810,000	\$3,798	\$2,000
\$2,525,001-\$2,530,000	\$3,632	\$1,877	\$2,810,001-\$2,815,000	\$3,801	\$2,003
\$2,530,001-\$2,535,000	\$3,635	\$1,879	\$2,815,001-\$2,820,000	\$3,804	\$2,005
\$2,535,001-\$2,540,000	\$3,638	\$1,882	\$2,820,001-\$2,825,000	\$3,807	\$2,007
\$2,540,001-\$2,545,000	\$3,641	\$1,884	\$2,825,001-\$2,830,000	\$3,810	\$2,009
\$2,545,001-\$2,550,000	\$3,644	\$1,886	\$2,830,001-\$2,835,000	\$3,813	\$2,011
\$2,550,001-\$2,555,000	\$3,647	\$1,888	\$2,835,001-\$2,840,000	\$3,816	\$2,014
\$2,555,001-\$2,560,000	\$3,650	\$1,890	\$2,840,001-\$2,845,000	\$3,819	\$2,016
\$2,560,001-\$2,565,000	\$3,653	\$1,893	\$2,845,001-\$2,850,000	\$3,822	\$2,018
\$2,565,001-\$2,570,000	\$3,656	\$1,895	\$2,850,001-\$2,855,000	\$3,825	\$2,020
\$2,570,001-\$2,575,000	\$3,659	\$1,897	\$2,855,001-\$2,860,000	\$3,828	\$2,022
\$2,575,001-\$2,580,000	\$3,662	\$1,899	\$2,860,001-\$2,865,000	\$3,830	\$2,025
\$2,580,001-\$2,585,000	\$3,665	\$1,901	\$2,865,001-\$2,870,000	\$3,833	\$2,027
\$2,585,001-\$2,590,000	\$3,668	\$1,904	\$2,870,001-\$2,875,000	\$3,836	\$2,029
\$2,590,001-\$2,595,000	\$3,671	\$1,906	\$2,875,001-\$2,880,000	\$3,839	\$2,031
\$2,595,001-\$2,600,000	\$3,674	\$1,908	\$2,880,001-\$2,885,000	\$3,842	\$2,033
\$2,600,001-\$2,605,000	\$3,677	\$1,910	\$2,885,001-\$2,890,000	\$3,845	\$2,036
\$2,605,001-\$2,610,000	\$3,680	\$1,912	\$2,890,001-\$2,895,000	\$3,848	\$2,038
\$2,610,001-\$2,615,000	\$3,682	\$1,915	\$2,895,001-\$2,900,000	\$3,851	\$2,040
\$2,615,001-\$2,620,000	\$3,685	\$1,917	\$2,900,001-\$2,905,000	\$3,854	\$2,042
\$2,620,001-\$2,625,000	\$3,688	\$1,919	\$2,905,001-\$2,910,000	\$3,857	\$2,044
\$2,625,001-\$2,630,000	\$3,691	\$1,921	\$2,910,001-\$2,915,000	\$3,860	\$2,047
\$2,630,001-\$2,635,000	\$3,694	\$1,923	\$2,915,001-\$2,920,000	\$3,863	\$2,049
\$2,635,001-\$2,640,000	\$3,697	\$1,926	\$2,920,001-\$2,925,000	\$3,866	\$2,051
\$2,640,001-\$2,645,000	\$3,700	\$1,928	\$2,925,001-\$2,930,000	\$3,869	\$2,053
\$2,645,001-\$2,650,000	\$3,703	\$1,930	\$2,930,001-\$2,935,000	\$3,872	\$2,055
\$2,650,001-\$2,655,000	\$3,706	\$1,932	\$2,935,001-\$2,940,000	\$3,875	\$2,058
\$2,655,001-\$2,660,000	\$3,709	\$1,934	\$2,940,001-\$2,945,000	\$3,878	\$2,060
\$2,660,001-\$2,665,000	\$3,712	\$1,937	\$2,945,001-\$2,950,000	\$3,881	\$2,062
\$2,665,001-\$2,670,000	\$3,715	\$1,939	\$2,950,001-\$2,955,000	\$3,884	\$2,064
\$2,670,001-\$2,675,000	\$3,718	\$1,941	\$2,955,001-\$2,960,000	\$3,887	\$2,066
\$2,675,001-\$2,680,000	\$3,721	\$1,943	\$2,960,001-\$2,965,000	\$3,890	\$2,069
\$2,680,001-\$2,685,000	\$3,724	\$1,945	\$2,965,001-\$2,970,000	\$3,893	\$2,071
\$2,685,001-\$2,690,000	\$3,727	\$1,948	\$2,970,001-\$2,975,000	\$3,896	\$2,073
\$2,690,001-\$2,695,000	\$3,730	\$1,950	\$2,975,001-\$2,980,000	\$3,899	\$2,075
\$2,695,001-\$2,700,000	\$3,733	\$1,952	\$2,980,001-\$2,985,000	\$3,902	\$2,077
\$2,700,001-\$2,705,000	\$3,736	\$1,954	\$2,985,001-\$2,990,000	\$3,904	\$2,080
\$2,705,001-\$2,710,000	\$3,739	\$1,956	\$2,990,001-\$2,995,000	\$3,907	\$2,082
\$2,710,001-\$2,715,000	\$3,742	\$1,959	\$2,995,001-\$3,000,000	\$3,910	\$2,084
\$2,715,001-\$2,720,000	\$3,745	\$1,961	Over \$3,000,000	\$5.92 per \$10,000 liability	\$2.20 per \$5,000 liability

State of California
Effective: September 30, 2015

CHICAGO TITLE INSURANCE COMPANY

Part 6
Guarantees and Miscellaneous Plant Services

This part contains pricing for guarantees, plant services and miscellaneous services.

CHICAGO TITLE INSURANCE COMPANY

**Part 6
Guarantees**

General Rules

1. The charges in this Part are applicable to Guarantees with stipulated liabilities covering a particular estate, interest or service. Where multiple guarantees are issued, refer to General Rules, Section L.
2. All of the guarantees/Plant Services number 601-624, inclusive, will have a stated liability of \$1,000, unless otherwise stated in the appropriate section.
3. If insurance is desired in excess of the stated liability as set forth herein, the charge for such increased liability shall be 15% of the insurance Rate Table C, (unless stated otherwise in any section) for the amount of insurance desired with no credit given for any "work charge" set forth in any numbered paragraph.

601 LITIGATION GUARANTEES - CLTA GUARANTEE FORM NO. 1

100% of Insurance Rate Table R, or C, based upon the value of the particular estate or interest involved. Minimum \$500.00

NOTE: If issued for the Judicial Foreclosure of a deed of trust for which a TSG has been or will be concurrently issued the charge is \$75.00.

601A LITIGATION GUARANTEES - CONTINUATION GUARANTEE

Each continuation guarantee issued within a period of twenty-four (24) months of the original guarantee to cover the filing of a lis pendens: \$100.00.

NOTE: The provisions and charges under Section 504 and 504A are not applicable to Trustee's Sale or foreclosure Guarantees covering deeds of trust or mortgages.

602 PROCEEDING GUARANTEES (CERTIFICATE OF REGULARITY)

Priced under Section 621.

603 CHAIN OF TITLE GUARANTEE - CLTA GUARANTEE FORM NO. 6

A guaranteed chain of title is issued only for specific purposes and limited period of time.

CHICAGO TITLE COMPANY

ESCROW FEES AND CHARGES FOR THE STATE OF CALIFORNIA



EFFECTIVE: September 30, 2015
(Unless Otherwise Specified Herein)

Chicago Title Company

PART II
Escrow Services for Residential Property 1-4 Family Unit
Residential Properties Including Individual Vacant Lots which
will be used for 1-4 Residential Purposes

Chicago Title Company

Chapter 2 Residential Sale Escrow Services

2.0 Residential Sale Escrow Services

For Transactions involving the sale of Residential Property, the following rates shall apply:

Southern California Counties

2.1 Zone 1 (Orange, Riverside and San Bernardino Counties):

A. Orange County, only

Sale Price	Escrow Rate
\$ 0 to \$1,500,000	\$500 base plus \$4 per thousand (minimum \$700)
Over \$1,500,000	Minimum \$6,500. See Section 2.12 for possible additional charges.

B. Riverside and San Bernardino Counties, only

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$500 base plus \$4 per thousand (minimum \$700)
Over \$1,000,000	Minimum \$4,500. See Section 2.12 for possible additional charges.

2.2 Zone 2 (Los Angeles County):

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$500 base plus \$4 per thousand (minimum \$700)
Over \$1,000,000	Minimum \$4,500. See Section 2.12 for possible additional charges.

2.3 Zone 3 (Ventura County):

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$500 base plus \$4 per thousand (minimum \$700)
\$1,000,001 to \$1,500,000	\$4,500 plus \$2 per thousand over \$1,000,000
Over \$1,500,000	Minimum \$5,500. See Section 2.12 for possible additional charges.

**PART III
COMMERCIAL
ESCROW SERVICES**

This part contains pricing for Owner's/Lessee's interests and loans for any property other than a single family 1-4 residence not otherwise addressed in other parts of this manual.

Chicago Title Company

Chapter 7 Commercial Escrow Fees and Charges for any Property other than a Single Family 1-4 Residence not otherwise addressed in other parts of this Manual

7.0 Commercial Sale Escrow Services

Applicable to the following Zones:

- a. Zone 1, Orange, Riverside and San Bernardino Counties
- b. Zone 2, Los Angeles County
- c. Zone 10, San Diego County

Transaction Amount	Fee Charged
Up to \$ 60,000	\$630
\$ 60,001 to \$100,000	\$725
\$100,001 to \$150,000	\$775
\$150,001 to \$200,000	\$825
\$200,001 to \$250,000	\$875
\$250,001 to \$300,000	\$925
\$300,001 to \$350,000	\$975
\$350,001 to \$400,000	\$1,025
\$400,001 to \$450,000	\$1,075
\$450,001 to \$500,000	\$1,125
\$500,001 to \$550,000	\$1,240
\$550,001 to \$600,000	\$1,355
\$600,001 to \$650,000	\$1,470
\$650,001 to \$700,000	\$1,585
\$700,001 to \$750,000	\$1,700
\$750,001 to \$800,000	\$1,815
\$800,001 to \$850,000	\$1,930
\$850,001 to \$900,000	\$2,045
\$900,001 to \$950,000	\$2,160
\$950,001 to \$1,000,000	\$2,275
\$1,000,001 to \$2,000,000	\$2,675
\$2,000,001 to \$3,000,000	\$3,175
\$3,000,001 and up	Minimum \$3,175. If additional charges are to be made, they will be based on the costs incurred and additional responsibilities assumed by the Company, and must be agreed to by the customer in writing. In writing includes customer's approval of settlement statement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. 200 Liberty Street, 6th Floor New York NY 10281	CONTACT NAME: W Fleenor	
	PHONE (A/C, No. Ext): 813-490-6843	FAX (A/C, No):
E-MAIL ADDRESS: wendy.fleenor@willis.com		
PRODUCER CUSTOMER ID #:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A : Houston Casualty Company		42374
INSURER B : Lloyds		15792
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Chicago Title Company and its Subsidiaries
Corporate Risk Management Department
601 Riverside Avenue, Bldg 5
Jacksonville FL 32204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY(Per person) \$ BODILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	OTHER Errors & Omissions/Cyber Risk Fidelity Bond/Computer Crime Policy			14MG16A12654 W131B9150401	1/2/2016 11/15/2015	11/15/2016 11/15/2016	Limit Per Claim - \$10M / Annual Agg - \$10M Limit Per Claim - \$25M / Annual Agg - \$50M

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of E&O and Crime Insurance for all locations and operations of Chicago Title Company and its subsidiaries anywhere in the world. E&O includes Professional and Technology Liability and Cyber Risk Coverage

CERTIFICATE HOLDER

City of Los Angeles
200 North Main Street, 11th floor
Los Angeles, CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGREEMENT NUMBER C- 127720 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
FIRST AMERICAN TITLE INSURANCE COMPANY

This AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (herein referred to as the "City"), acting by and through its Department of General Services (hereinafter referred to as "GSD") and First American Title Insurance Company, a Nebraska Corporation, (hereinafter referred to as the "Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Department of General Services, Real Estate Services Division is the City's resident expert for all real estate activities providing review and analysis of existing City-owned facilities and sites;

WHEREAS, the Department of General Services, Real Estate Services Division ensures optimal use of all Council-controlled City owned vacant and improved properties and maximize the value of each of these assets;

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the Department of General Services released a Request for Qualification/Bids in March 2016 to create a list of firms who will provide professional title and escrow services on an as-needed.

WHEREAS, the Department of General Services has determined that the Contractor's experience and skills make them qualified to perform the scope of work set forth in this Agreement.

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature;

NOW, THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the Parties hereby covenant, represent and agree as follows:

SECTION 1 - REPRESENTATIVES

- 1.1 The representatives of the respective Parties authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

The City's representatives shall be:

Tony M. Royster, General Manager
Department of General Services
111 East First Street, Room 701, City Hall South
Los Angeles, CA 90012

Copies to:

Melody McCormick, Director
Dept. of General Services, Real Estate Services Division
111 East First Street, Room 201, City Hall South
Los Angeles, CA 90012
Phone: (213) 922-8500
Email: Melody.McCormick@lacity.org

David Roberts, Assistant Manager
Department of General Services, Real Estate Services Division
111 East First Street, Room 201, City Hall South
Los Angeles, CA 90012
Phone: (213) 922-8546
Email: David.I.Roberts@lacity.org

The Contractor's representatives shall be:

First American Title Insurance Company
Sharon Yarber, Vice President
Senior National Underwriting Counsel
777 S. Figueroa Street, Suite 400
Los Angeles, CA 90017
Phone: (213) 271-1715
Fax: (866) 882-3718
Email: syarber@firstam.com

Ginger Grantham
Vice President - National Account Manager
First American Title - National Commercial Services
777 S. Figueroa St., 4th Floor
Los Angeles, CA 90017

Phone: (213) 271-1703
Cell: (213) 220-4302
Customer Service (866) 241-4429
Email: ggrantham@firstam.com

- 1.2 Formal notices, demands, and communications required hereunder by either Party must be made in writing and maybe effected by personal delivery or by registered or certified mail, overnight mail, electronic (e-mail) or facsimile-mail, and shall be deemed communicated as the date of delivery, upon receipt during the receiving party's normal business hours.
- 1.3 If the name or address of the person designated to receive the notices, demands or communications is changed, or additional persons are added to receive notices, demands, or communications, written notice shall be given, in accordance with this section, within ten (10) working days of said change.

SECTION 2 - TERM AND SERVICES TO BE PROVIDED

- 2.1 Term of Agreement
 - 2.1.1 The term of this Agreement shall be for a period of three (3) years commencing on execution of all Parties, with an option to extend up to two (2) additional years, subject to funding availability and Contractor's performance with Contractor's consent.
 - 2.1.2 This Agreement is up to \$75,000 (Seventy-Five Thousand Dollars) and maybe amended, subject to funding availability and Contractor's performance.
 - 2.1.3 Non-Exclusive Agreement: Contractor understands and agrees that this is a non-exclusive agreement with the City and therefore cannot estimate, guarantee, nor obligated the volume or amount of work to be received by the Contractor.
 - 2.1.4 Ratification Clause: Due to time constraints and the need of the Contractor's services to be provided, services prior to the execution of this Agreement may have provided. To the extent that Contractor services performance were in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.2 Services to be Provided by the Contractor

2.2.1 During the term of this Agreement, Contractor acknowledges that they are to provide the services on an "on-call" or assignment basis. Assignments will be issued using a "Work Order" document providing Contractor with authority to proceed with a specific service(s).

2.2.2 Title Services

Contractor will provide title insurance, preliminary title reports, title reports, litigation guarantees, and ownership information. Proposer(s) will conduct title search and examination of all pertinent information relating to the status of the property. Reports may include, but not limited to, the following information:

- a. All Liens (money encumbrances) such as general or specific liens, mechanic's and tax liens.
- b. Mortgage and trust deeds.
- c. All easements.
- d. All restrictions on the development and/or use, including Covenants, Conditions & Restrictions (CC&Rs) and parking covenants.
- e. Title opinion stating whether the transaction would be insurable.
- f. Chain of title guarantees.
- g. Guarantee of title and insurance rate(s).
- h. Legal description of property.
- i. Street searches
- j. Title policies
- k. Back Title Letter/Back Title Certificate/Starters – "Starters" consists of copies of previously issued title products, which may include policies, commitments, preliminary reports, guarantees and binders as such products.

2.2.3 Escrow Services

Contractor will provide the following services:

- a. Affiliated third party depository for funds and documents.
- b. Order demands on all loans of record.
- c. Review, organize and prepare purchase and sale agreement packages including all required attachments, exhibits and documents. Examples of customary exhibits include, but are not limited to the following:

- Grant Deed
 - Description of Property
 - Bill of Sale and Assignment Schedules
 - FIRPTA Certificate of Non-Foreign Status
 - Closing Certificate
 - Due Diligence Package
 - Representations and Warranties
 - Miscellaneous Provisions
 - Escrow Company Acknowledgement
- d. Prepare buyer/seller joint escrow instructions.
 - e. Prepare transfer documents.
 - f. Work with title service company to (1) obtain, review, and confirm authorized signatory parties; (2) determine if liens, judgments, etc. affect property acquisition; and (3) obtain payoff information as required.
 - g. Disburse funds to buyer, seller, agents, title services contractor and to any other parties of the transaction.
 - h. Manage and disburse tenant relocation funds for acquired properties, if applicable.
 - i. Pay notary fees, messenger fees and courier overnight mail/delivery service.
 - j. Obtain both partial and full reconveyances.
 - k. Provide access rights endorsements in the policies.
 - l. Provide messenger services as requested.

2.2.4 The Contractor shall also provide title and escrow services as set forth in Exhibit A. The services shall be performed in a timely manner in accordance with each assigned property.

SECTION 3- PAYMENT

- 3.1 The City shall pay the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Seventy-Five Thousand Dollars (\$75,000).
- 3.2 The City will pay the Contractor for each completed title and escrow services according to the Contractor's written fee proposal accepted by the City. Said payment shall be made following the submission of complete and satisfactory reports and escrow services, including any corrections or additions.
- 3.3 The Contractor shall submit invoice for each satisfactory and completed work assignment. The invoice shall be on the Contractor's letterhead detailing the project address, tasks completed, and total cost for project completed. All request for payment submitted shall be certified by a duly authorized officer of the Contractor. Funds shall not be released until the City has approved the work

received and is satisfied with the documentation included in the invoice.

- 3.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City may request, in writing, changes to the content and format of the invoice and any additional supporting documentation as necessary.
- 3.6 The City shall not be required to make payments for work not yet performed nor for work deemed unsatisfactory by the City. The Parties agree that the Director (identified in Section 1.1) or designee shall make the final determination as to when Contractor's services or any part thereof have been satisfactory performed or completed to justify release of any given payment to Contractor under this Agreement.

SECTION 4. GENERAL TERMS AND CONDITIONS

4.1 Standard Provisions for City Contract

The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09) which are attached as *Appendix A* and incorporated as though fully stated herein.

SECTION 5. ENTIRE AGREEMENT

This Agreement and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the City and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence shall be as follows: the paragraphs in the body of this Agreement, followed by the Standard Provisions for City Contractors (Rev. 3/09), the Fee Schedule and then the Confidentiality Agreement.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

WHEREFORE, THIS AGREEMENT HAS BEEN EXECUTED on behalf of the City of Los Angeles, a municipal corporation, acting by and through its Department of General Services and by the Contractor, on the dates hereinafter ascribed.

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: [Signature]

Date: 6/20/16

ATTEST:
HOLLY L. WOLCOTT, City Clerk



By: [Signature]
Deputy

Date: 6-28-16

C-127720

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: [Signature]

TONY M. ROYSTER, General Manager
Department of General Services

Date: 6/24/2016

CONTRACTOR:

FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation

By: [Signature]

SHARON YARBER, Vice President
Senior National Underwriting Counsel

Date: 6/10/16

BTRC #: 2036642-0001-3

SERVICES, COSTS AND TIME FRAMES

SERVICES

First American Title Insurance Company will provide the applicable services outlined in Section Two of the Request for Qualifications/Bids.

COSTS

First American's Schedule of Fees stating title insurance premiums is filed with the State of California Department of Insurance. Information about rate filings can be found on the website:

<http://www.insurance.ca.gov/0250-insurers/0800-rate-filings/0100-rate-filing-lists/title-insur-rate-filings/>

The cost for a preliminary title report when a policy is not being issued is generally \$750.00.

Extensive searching may be required based on the type of search, or any complexity or unusual hours of work in the search process. For example, the fee for a lien search is generally the base fee of \$500.00. For a chain of title, the fee can range from no charge, to a \$500.00 base fee plus \$50.00 per hour plus \$5.00 per document. Search costs may be higher when searching back prior to 6/1/1963. Street searches can range from \$500.00 to \$30,000.00 or more depending on the adjacent land involved. An extensive search fee or "search fee," if applicable, may be charged in addition to policy premiums. The account manager or a team member assigned to the City of LA's account would request approval of extensive search fees upfront.

The fee schedules inserted below apply to commercial property and vacant land. A comprehensive Schedule of Fees, which includes endorsements, Lenders' policies, and policies issued on residential property, and is contained in a PDF of over 100 pages, can be provided upon request. All fees are subject to change, as rates may be re-filed and all pricing must remain in compliance with the California Department of Insurance. All content in this proposal can be superseded by the filed Schedule of Fees.

Owner's/Lessee's Insurance (not including Owner's endorsements, and messenger/overnight fees)		
Liability Amount	Standard Coverage*	Extended Coverage*
\$250,000 up to \$2,999,999	Range: \$916 - \$3,909	Range: \$1,145 - \$4,886
Liability Amount	Rate per \$1,000, of fraction thereof	
	Standard Coverage	Extended Coverage
\$3,000,000 up to \$10,000,000	\$0.60	\$0.70
\$10,000,001 up to \$20,000,000	\$0.58	\$0.65
\$20,000,001 and up	\$0.55 (range down to \$0.44)	\$0.59 (range down to \$0.48)

Escrow Service (not including notary and messenger/overnight fees)	
Sale Price	Flat Fee
\$250,000 up to \$2,999,999	Range: \$890/side (\$1,780 total) to \$2,040/side (\$4,080 total)
\$3,000,000 up to \$5,000,000	\$2,250 per side (\$4,500 total)
\$5,000,001 up to \$10,000,000	\$2,500 per side (\$5,000 total)
\$10,000,001 up to \$20,000,000	\$2,750 per side (\$5,500 total)
\$20,000,001 and up	\$3,000 per side (\$6,000 total)

Trustee's Sale and Litigation Guarantees (not including notary and messenger/overnight fees)	
Liability Amount	Rate per \$1,000, of fraction thereof
\$3,000,000 up to \$10,000,000	\$0.70* (*Minimum charge is \$3,800)
\$10,000,001 up to \$20,000,000	\$0.65
\$20,000,001 and up	\$0.59 (range down to \$0.48)

TIME FRAMES

Communication regarding timeframes would be managed by Ginger Grantham, Account Manager, as well as by team members assigned to a file.

On average, the timeframe to produce a Preliminary Title report is five business days. Extensive searching can take an additional five business days or more. When a Preliminary Title Report is requested, the file will be open within one business day. Policies of title insurance are issued approximately five to ten business days after payment is received. Customer service requests will be responded to within one business day. Requests to escrow will be responded to within one to two business days.

If the City of LA requires a service or product by a specified deadline, this deadline can be communicated to Ginger Grantham and other assigned team members who answer the request and/or open the file. With ample and experienced staff, our resources are organized such that we consistently meet requested deadlines. Our track record for responding timely to inquiries and fulfilling rush requests is excellent.

CONDITIONS

First American recognizes that at times the City needs to obtain a preliminary report in connection with a possible transaction which does not result in issuance of a title policy, and we are prepared to accommodate those requests; however, our business model and pricing are based on the vast majority of transactions culminating in the issuance of a title policy. In the event an insufficient number of title orders results in the issuance of a title policy, or in the event that the majority of requests are not related to the issuance of title policies, First American reserves the right to terminate the contract.

CUSTOMER SERVICE AND RESPONSE TIME

First American's downtown Los Angeles office is one of the top title and escrow operations in the United States. This office is designated on a daily basis by multi-national law firms, banks, and institutional investors to provide title insurance, escrow service, and professional expertise for their most complex and sensitive transactions.

Some of the reasons customers have given for selecting this office are the knowledgeable and responsive staff, and quality of work. Expertise, high quality standards and seamless communication are traits First American seeks in its hiring practice and which translate directly to its customers' experiences.

All customer service needs would be directed to Ginger Grantham, Account Manager. Customers rely on Ms. Grantham or her counterpart to follow through and remain in communication on all requests for service. Ms. Grantham or team members would respond to all requests within one business day. With more than ten years of experience in the title insurance industry, Ms. Grantham looks ahead for any potential pitfalls to ensure that service levels and timeframes are consistently met.

Ginger Grantham
National Account Manager
First American Title
National Commercial Services
777 South Figueroa Street, Fourth Floor
Los Angeles, California 90017
Direct (213) 271-1703
Mobile (213) 220-4302
ggrantham@firstam.com

At the time that a request is placed, the requested timeframe will be communicated to First American's production staff. An Administrative Services Manager, who oversees this staff and is based in the downtown Los Angeles office, will communicate to Ms. Grantham whether the timeframe can be met. In almost every case, the timeframes are met, because the production staff consists of numerous employees who have lengthy tenures in the title insurance industry.

One of First American's internal stages of production is aptly named "Quality Control." In this stage, reports and other search products are reviewed by experienced title examiners, before being provided to customers.

Committing to and achieving strict deadlines and quality standards are each matters that are regarded very seriously by First American's personnel. Periodically, personnel in our downtown Los Angeles office participate in an exercise called Map & Gap. In the process of Map & Gap, each employee (managers, attorneys, underwriters, examiners, production staff, escrow officers, administrative professionals, and sales/marketing and customer service

representatives) is asked to propose suggestions for improved responsiveness and quality control, and we are in the process of implementing additional procedures to streamline further our production so as to speed delivery of title products and enhance even further the quality of our work. We are never satisfied, and always strive to find ways to improve. The main focus of this exercise is Customer Service. The result is that we continue to keep service, quality, delivery and communication standards high, and improve upon them.

We commit to each customer request by immediately involving the team(s) which would be accountable for service and production. For items such as title reports, title policies, and street searches, the searching and examining staff will conduct a preliminary review to provide their time and cost estimates. Within 1 business day, we communicate the timing directly to the customer. On deadlines which are shorter, we can respond with an estimated completion time within hours, usually same-day.

First American's office in downtown Los Angeles is structured with multiple personnel and multiple teams in each department. Because of the large number of employees in the Los Angeles office, this company possesses the flexibility and strength to execute on multiple assignments with strict deadlines. It is First American's commitment to its personnel which allows for the high quality of communication and work produced every day, consistently.

ATTACHMENT 3

FIRST AMENDMENT TO AGREEMENT NUMBER C-127647

BETWEEN THE CITY OF LOS ANGELES AND CHICAGO TITLE COMPANY

THIS FIRST AMENDMENT TO AGREEMENT No. C-127647 is made and entered into this _____ day of July, 2019 by and between the City of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (herein referred to as GSD) and Chicago Title Company, a California Corporation, (hereinafter referred to as the "Contractor"). CITY and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the CITY and the Contractor entered into Agreement Number C-127647 on June 15, 2016 wherein Contractor agreed to provide title and escrow services; and

WHEREAS, GSD has a continuing need for Contractor's title and escrow services and desires the continued professional services of Contractor; and

WHEREAS, the CITY and the Contractor have mutually agreed to exercise the option to extend the contract term an additional two years; and

WHEREAS, the City has updated and revised the Standard Provisions for City Contracts (Rev. 3/09) and replaced it with Revision (10/17[v.3]); and

WHEREAS, there are no other changes to the terms and conditions of Agreement No. C-127647.

NOW, THEREFORE, the Parties hereby covenant and agree that Agreement No. C-127647 shall be amended as follows:

- I. Subsection 2.1.1 is hereby deleted in its entirety and shall be replaced with a new Subsection 2.1.1 which shall read as follows:

2.1.1 The term of Agreement No. C-127647 shall be for a period of five (5) years commencing from June 15, 2016 and expiring unless terminated earlier by the Parties on June 14, 2021 subject to the availability and appropriation of funding and Contractor's performance.

- II. Subsection 2.1.2 is hereby deleted in its entirety and shall be replaced with a new Subsection 2.1.2 which shall read as follows:

2.1.2 The contract ceiling for Agreement No. C-127647 shall be increased from SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) to ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), subject to the availability and appropriation of funding and Contractor's performance.

- III. Subsection 2.1.4 is hereby deleted in its entirety and shall be replaced with a new Subsection 2.1.4 which shall read as follows:

2.1.4 Ratification Clause: Due to time constraints and the need of the Contractor's services to be provided, services may have been provided prior to the execution of this Agreement including this First Amendment. To the extent that the Contractor's services were in accordance with the terms and conditions of this Agreement, including this First Amendment, those services are hereby ratified.

IV. Subsection 3.1 is hereby deleted in its entirety and shall be replaced with a new Subsection 3.1 which shall read as follows:

3.1 The CITY shall pay Contractor as compensation for the complete and satisfactory performance of the terms and conditions of this First Amendment to Agreement No. C-127647, an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) subject to the availability and appropriation of funding and Contractor's performance. No amount of work is guaranteed.

V. Section 4.1 is hereby deleted in its entirety and shall be replaced with a new section 5.1 which shall read as follows:

4.1 Standard Provisions for City Contracts

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) which are attached hereto and incorporated herein by reference as Appendix A.

VI. Section 5 is hereby deleted in its entirety and shall be replaced with a new Section 5 which shall read as follows:

SECTION 5. ENTIRE AGREEMENT

This Agreement (including this First Amendment to Agreement No. C-127647) and any attachments or documents incorporated hereby inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions this Agreement. In the event of any inconsistency between the body of this Agreement and the attachments, the order of precedence shall be as follows: the paragraphs of this Agreement (including this First Amendment to Agreement No. C-127647), followed by the Standard Provisions for City Contracts (Rev. 10/17 [v.3]).

VII. **FULL FORCE AND EFFECT**, except as amended herein, all other terms and conditions of Agreement No. C-127647 shall remain in full force and effect.

VIII. This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This First Amendment shall consist of three (3) pages and one attachment which constitutes the entire First Amendment to Agreement No. C-127647.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this First Amendment to Agreement No. C-127647 to be executed by their duly authorized representatives.

APPROVED AS TO FORM:
MICHAEL N. FEUER, CITY ATTORNEY

CITY:
CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General
Services

By: 
KIMBERLY MIERA
Deputy City Attorney

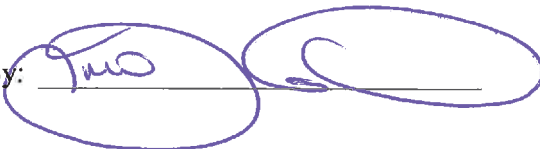
By: 
TONY M. ROYSTER
General Manager

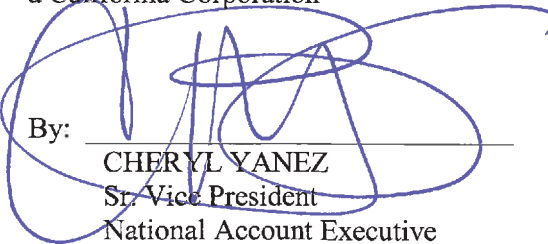
Date: 7/3/19

Date: 8/12/19

ATTEST:
HOLLY L. WOLCOTT, City Clerk

CONTRACTOR:
CHICAGO TITLE COMPANY,
a California Corporation

By: 

By: 
CHERYL YANEZ
Sr. Vice President
National Account Executive

Date: 8-13-19

Date: 8/6/19



**FIRST AMENDMENT TO AGREEMENT NUMBER C-127720
BETWEEN
THE CITY OF LOS ANGELES
AND
FIRST AMERICAN TITLE INSURANCE COMPANY**

THIS FIRST AMENDMENT TO AGREEMENT No. C-127720 is made and entered into this _____ day of July, 2019 by and between the City of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (herein referred to as GSD) and First American Title Insurance Company, a Nebraska Corporation, (hereinafter referred to as the "Contractor"). CITY and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the CITY and the Contractor entered into Agreement Number C-127720 on June 28, 2016 wherein Contractor agreed to provide title and escrow services; and

WHEREAS, GSD has a continuing need for Contractor's title and escrow services and desires the continued professional services of Contractor; and

WHEREAS, the CITY and the Contractor have mutually agreed to exercise the option to extend the contract term an additional two years; and

WHEREAS, the City has updated and revised the Standard Provisions for City Contracts (Rev. 3/09) and replaced it with Revision (10/17[v.3]); and

WHEREAS, there are no other changes to the terms and conditions of Agreement No. C-127720.

NOW, THEREFORE, the Parties hereby covenant and agree that Agreement No. C-127720 shall be amended as follows:

- I. Subsection 2.1.1 is hereby deleted in its entirety and shall be replaced with a new Subsection 2.1.1 which shall read as follows:

2.1.1 The term of Agreement No. C-127720 shall be for a period of five (5) years commencing from June 28, 2016 and expiring unless terminated earlier by the Parties on June 27, 2021 subject to the availability and appropriation of funding and Contractor's performance.

- II. Subsection 2.1.2 is hereby deleted in its entirety and shall be replaced with a new Subsection 2.1.2 which shall read as follows:

2.1.2 The contract ceiling for Agreement No. C-127720 shall be increased from SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) to ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), subject to the availability and appropriation of funding and Contractor's performance.

- III. Subsection 2.1.4 is hereby deleted in its entirety and shall be replaced with a new Subsection 2.1.4 which shall read as follows:

2.1.4 Ratification Clause: Due to time constraints and the need of the Contractor's services to be provided, services may have been provided prior to the execution of this Agreement including this First Amendment. To the extent that the Contractor's services were in accordance with the terms and conditions of this Agreement, including this First Amendment, those services are hereby ratified.

IV. Subsection 3.1 is hereby deleted in its entirety and shall be replaced with a new Subsection 3.1 which shall read as follows:

3.1 The CITY shall pay Contractor as compensation for the complete and satisfactory performance of the terms and conditions of this First Amendment to Agreement No. C-127720, an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) subject to the availability and appropriation of funding and Contractor's performance. No amount of work is guaranteed.

V. Section 4.1 is hereby deleted in its entirety and shall be replaced with a new section 5.1 which shall read as follows:

4.1 Standard Provisions for City Contracts

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17 [v.3]) which are attached hereto and incorporated herein by reference as Appendix A.

VI. Section 5 is hereby deleted in its entirety and shall be replaced with a new Section 5 which shall read as follows:

SECTION 5. ENTIRE AGREEMENT

This Agreement (including this First Amendment to Agreement No. C-127720) and any attachments or documents incorporated hereby inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions this Agreement. In the event of any inconsistency between the body of this Agreement and the attachments, the order of precedence shall be as follows: the paragraphs of this Agreement (including this First Amendment to Agreement No. C-127720), followed by the Standard Provisions for City Contracts (Rev. 10/17 [v.3]).

VII. **FULL FORCE AND EFFECT**, except as amended herein, all other terms and conditions of Agreement No. C-127720 shall remain in full force and effect.

VIII. This First Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This First Amendment shall consist of three (3) pages and one attachment which constitutes the entire First Amendment to Agreement No. C-127720.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have caused this First Amendment to Agreement No. C-127720 to be executed by their duly authorized representatives.

APPROVED AS TO FORM:
MICHAEL N. FEUER, CITY ATTORNEY

CITY:
CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General
Services

By:  *for Kim*
KIMBERLY MIERA
Deputy City Attorney

By: 
TONY M. ROYSTER
General Manager

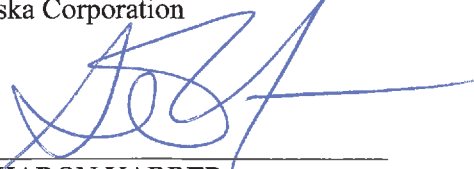
Date: 2/3/19

Date: 4-31-19

ATTEST:
HOLLY L. WOLCOTT, City Clerk

CONTRACTOR:
FIRST AMERICAN TITLE COMPANY,
a Nebraska Corporation

By: 

By: 
SHARON YARBER
Vice President
Senior National Underwriting Counsel

Date: 8-1-19



Date: 7/18/19