

REQUEST FOR PROPOSALS

31. Award RFP-0778-06/BHJ – Closing Agent/ Title Search Services, to American Acquisition Title, Inc., Tampa (Not-To-Exceed \$500,000.00 per year).

RFP-0778-06/BHJ will provide for a qualified firm to furnish professional services, perform title search services and issue title insurance in favor of the County. The Consultant will be responsible for technical legal issues and the handling of real estate closings for parcels for which title insurance policies are to be issued and for all processes and procedures relating to such real estate closings and issues.

This project was publicly advertised and the County received four (4) submittals (listed in alphabetical order):

- American Acquisition Title, Inc.
- American Government Services
- Stenstrom, McIntosh, Colbert, Whigham, Reishmann, and Partow, P.A.
- Tranco Title, Inc.

The Evaluation Committee, which consisted of Mark Gisclar, Project Acquisition Coordinator, County Attorney's Office; Stanley Hunsinger, Senior Coordinator, Administrative Services Department; Stephanie Kobrin, Business Manager, Library and Leisure Services Department; Al Schwarz, Assistant County Attorney, County Attorney's Office evaluated the submittals. David Medley, Manager, Community Services Department; was originally included on the Evaluation Committee, but due to schedule issues with the Budget Reconciliation was unable to participate.

The evaluation was based on the following criteria:

- Qualifications and Experience
- Cost Proposal for "Related Title Services"

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The agreement will remain in effect for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two additional terms not to exceed one (1) year each.

The Evaluation Committee recommends that the Board award the contract to the highest ranked offeror, American Acquisition Title, Inc. of Tampa as the firm proposing the best value to the County.

The County Attorney's Office and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the Agreement as prepared and approved by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-0778-06/BHJ

RFP TITLE: Closing Agents/Title Search
Services

PAGE: 1 of 1

DUE DATE: April 19, 2006 at 2:00PM.

Response 1	Response 2	Response 3	Response 4
American Acquisition Title, Inc 5600 Mariner St, Ste 104 Tampa, FL 33609 Denee Van Dyke, Pres 813-287-8191 PH 813-287-8272 FX	American Government Services 3812 W. Linebaugh Avenue Tampa, FL 33618 Karen Manning, Pres 813-933-3322 PH 813-931-3362 FX	Stenstrom, McIntosh, Colbert, Whigham, Reishmann, & Partow, P.A. 1101 Heathrow Park Lane, Suite 4001 Lake Mary, FL 32746 William L. Colbert, Pres 407-322-2171 PH 407-330-2379 FX	Tranco Title, Inc. 649 Vassar Street Orlando, FL 32804 Keith R. Durand, Op. Manager 407-254-5101 PH. 407-254-5102 FX.

TABULATED BY: B. Johnson, Contracts Analyst

EVALUATION MEETING: May 12, 2006, 3:00 pm Reflections, Lake
Jesup Rm., 520 W. Lake Mary Blvd., Sanford, FL

RECOMMENDATION OF AWARD: American Acquisition Title, Inc.
Posted 5/15/2006

BCC MEETING: June 13, 2006

EVALUATION RANKINGS

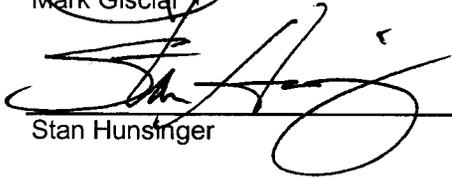
RFP-0778-06/BHJ-ClosingAgents/Title Search Services

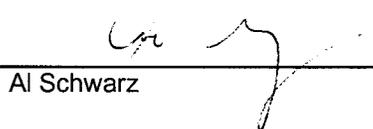
	M. Gisclar	S. Kobrin	S. Hunsinger	D. Medley	A. Schwarz	TOTAL POINTS	RANKING
AMERICAN ACQUISITION TITLE, INC.	1	3	1	0	1	6	1
AMERICAN GOVERNMENT SERVICES	3	1	4	0	3	11	3
STENSTROM, MCINTOSH, COLBERT, WHIGHAM, REI	2	4	2	0	2	10	2
TRANCO TITLE, INC.	4	2	3	0	4	13	4

The Evaluation Committee agrees award to American Acquisition Title, Inc.


Mark Gisclar


Stephanie Kobrin


Stan Hunsinger


Al Schwarz

American Acquisition Title, Inc.

<u>RATES FOR TITLE SERVICES</u>	<u>WEIGHT</u>	<u>AMOUNT</u>	<u>POINTS</u>
Title Search	25%	\$225.00	\$56.25
Title Examination	30%	\$50.00	\$15.00
Closing Fee (per closing)	20%	\$250.00	\$50.00
Paralegal Hourly Rates	10%	\$100.00	\$10.00
Attorney Hourly Rates	15%	\$150.00	\$22.50
TOTAL			153.75

American Government Services

<u>RATES FOR TITLE SERVICES</u>	<u>WEIGHT</u>	<u>AMOUNT</u>	<u>POINTS</u>
Title Search	25%	\$325.00	\$81.25
Title Examination	30%	\$75.00	\$22.50
Closing Fee (per closing)	20%	\$225.00	\$45.00
Paralegal Hourly Rates	10%	\$55.00	\$5.50
Attorney Hourly Rates	15%	\$200.00	\$30.00
TOTAL			\$184.25

Stenstrom, McIntosh, Colbert, Whigham, Reishmann & Partlow, P.A.

<u>RATES FOR TITLE SERVICES</u>	<u>WEIGHT</u>	<u>AMOUNT</u>	<u>POINTS</u>
Title Search	25%	\$175.00	\$43.75
Title Examination	30%	\$150.00	\$45.00
Closing Fee (per closing)	20%	\$225.00	\$45.00
Paralegal Hourly Rates	10%	\$95.00	\$9.50
Attorney Hourly Rates	15%	\$175.00	\$26.25
TOTAL			\$169.50

Tranco Title, Inc.

<u>RATES FOR TITLE SERVICES</u>	<u>WEIGHT</u>	<u>AMOUNT</u>	<u>POINTS</u>
Title Search	25%	\$225.00	\$56.25
Title Examination	30%	\$75.00	\$22.50
Closing Fee (per closing)	20%	\$250.00	\$50.00
Paralegal Hourly Rates	10%	\$20.00	\$2.00
Attorney Hourly Rates	15%	\$40.00	\$6.00
TOTAL			\$136.75

American Acquisition Title, Inc.	136.75	/	\$153.75	88.90%	17.79
American Government Services	136.75	/	184.25	74.00%	14.84
Stenstrom, McIntosh, Colbert, Whigham	136.75	/	200.75	81%	16.12
Tranco Title, Inc. (low bidder)	136.75	/	136.75	100%	20

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Acquisition Title, Inc.

QUALIFICATION COMMITTEE MEMBER: MARK GISLAR

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

- EXTENSIVE EXP. W/ JURISDICTIONAL AGENCIES - INCLUDING SEM. COUNTY GOVERNMENT, AND FDOT.
- EXTENSIVE EXP. W/ LARGE MULTI-PARCEL PROJECTS...
- RESPONDED AS REQUIRED TO THE RFP, SECTION BY SECTION.
- EXCELLENT FIRM (SUBMITTAL)

Score 80
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 17.79
(0-20)

Total Score 97.79
(0-100)

Rank # 1

RFP-0778-06/BHJ - Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Stenstrom, McIntosh, Colbert, Whigham, Reishmann & Partow P.A.

QUALIFICATION COMMITTEE MEMBER: Mark Giscuan

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

- LAW FIRM WHICH PROBABLY COULD COMPLETE ANY TITLE/CLOSING SCOPE OF SERVICES ... BUT SUBMITTAL WAS NOT PROPERLY ASSEMBLED AS REQUIRED IN THE RFP. ? PROBABLY JUST AN Oversight PROBLEM NOT ADMINISTERING THE PACKAGE PER THE RFP SECTION REQUIREMENTS. - HOWEVER, STRONG PERSONNEL.
* RESUMES OF LAW FIRM... ?? WHAT ABOUT TITLE/CLOSING AGENT(S)?
? MARY DECKER?

Score 75
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score ~~13.62~~ 16.12
(0-20)

75
16.12

91.12 MDG
5-12-06

Total Score 88.62
(0-100)

Rank ~~# 3~~

2

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Government Services

QUALIFICATION COMMITTEE MEMBER: Mark Gisclair

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

- APPEARS TO HAVE EXTENSIVE EXP. W/ JURISDICTIONAL AGENCIES.
- QUALIFICATIONS APPEAR TO BE SECOND TO NONE
- HAS EXP. IN SEM. COUNTY W/ CITY OF CASSELBERRY. . .

Score 75
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 14.84
(0-20)

Total Score 89.84
(0-100)

Rank ~~#2~~ #3

MDG
5-12-06

RFP-0778-06/BHJ - Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Tranco Title, Inc.

QUALIFICATION COMMITTEE MEMBER: MARK GISLAR

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

- SUBMITTAL APPEARS TO BE HASTILY "THROWN TOGETHER"?
- LAWYER AMERICA?
- FDOT & CORP OF ENGINEER EXP.
- * BIG ? ~~AND~~

Score 65
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

\$20⁰⁰ hr. FOR PARADEGAL AND ONLY 40⁰⁰ hr FOR ATTORNEY.

Score 20.00
(0-20)

Total Score 85
(0-100)

Rank #4

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Tranco Title, Inc.

QUALIFICATION COMMITTEE MEMBER: Stephane Robin

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

10 yrs. experience, detailed plan, local
Government experience

Score 75 65 ^{est}
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 20.00
(0-20) 85.50

Total Score 95
(0-100)

Rank 1

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Government Services

QUALIFICATION COMMITTEE MEMBER: Stephanie Robin

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

9 yrs experience, detailed plan.
Government experience

Score 70
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 14.84
(0-20)

Total Score 84.84
(0-100)

Rank 2

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Acquisition Title, Inc.

QUALIFICATION COMMITTEE MEMBER: Stephanie Kobrin

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

current vendor, 7 yrs experience,
plan not detailed. Gov't experience

Score 65
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 17.79
(0-20)

Total Score 82.79
(0-100)

Rank 3

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Stenstrom, McIntosh, Colbert, Whigham, Reishmann & Partow P.A.

QUALIFICATION COMMITTEE MEMBER: Stephanie Kohn

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

Incomplete package
Good experience
Local

Score 60
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 13.62
(0-20)

16.12 ~~13.62~~
76.12

Total Score 73.62
(0-100)

Rank 4

RFP-0778-06/BHJ - Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Acquisition Title, Inc.

QUALIFICATION COMMITTEE MEMBER: SCHWARTZ

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

HAS DONE A lot of good work in
Central Florida. Specifically has
handled several multi-racial
projects for Seminole County,
including EMB AB Lake Briny
Bonnell Rd / Eden Park, Wymore Rd.
Timely response to questions and
strong ability to facilitate closings. Not
too close to CAO in proximity. Score 77
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

225 title search so extra 250
closing / 100 prorated / 150 Attorney

Score 17.79
(0-20)

Total Score 94.79
(0-100)

Rank 1

RFP-0778-06/BHJ - Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Stenstrom, McIntosh, Colbert, Whigham, Reishmann & Partow P.A.

QUALIFICATION COMMITTEE MEMBER: SCHWARZ

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

Connie Groot is familiar with the operations of Seminole County Attorney's office and is a well-qualified REAL ESTATE Attorney. Office closely located to CAO to assist in easy transfer of information. Not clear from proposal how many multi-parcel jobs done but has done work for Seminole County School Boards & Central Florida clients. Score 78 (0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

175-300 searches / 150 / 45 for update / 225 per closing / hourly 95 - paralegal / 175 attorney time

Score 13.62 16.12 (0-20)

Total Score 94.12 (0-100)

Rank 2

RFP-0778-06/BHJ - Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Government Services

QUALIFICATION COMMITTEE MEMBER: SCHWARTZ

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

Has done several multi-Parcel projects,
not clear however how much
work done in Seminole County
Good references use of spreadsheet
to track parcels and constant feedback.
Not as close to office in proximity
as far as closings and concepts.

Score 76
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

325 Title Search 75 Exam 225
closing / 55 paralegal, 200 Attorney

Score 14.84
(0-20)

Total Score 90.84
(0-100)

Rank 3

RFP-0778-06/BHJ - Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Tranco Title, Inc.

QUALIFICATION COMMITTEE MEMBER: Schwarz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

Office in Orlando, good references with dollar amount, but unclear how many parcels involved on each project, does not appear to have done any work in Seminole County or any work for counties in Florida. Good chain of command and approach to work.

Score 70
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

225 branch / 25 exam / 250 closing / 20 paralegal / 40 attorney, good rate for attorney.

Score 20.00
(0-20)

Total Score 90
(0-100)

Rank 4

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Acquisition Title, Inc.

QUALIFICATION COMMITTEE MEMBER: Stanley Hunsinger

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

EXTENSIVE EXPERIENCE WORKING WITH VARIOUS CITY &
COUNTY GOVERNMENTS THROUGHOUT FLORIDA.

Score 78
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 17.79
(0-20)

Total Score 95.79
(0-100)

Rank 1

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Stenstrom, McIntosh, Colbert, Whigham, Reishmann & Partow P.A.

QUALIFICATION COMMITTEE MEMBER: Stanley Hunsinger

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

Extremely High in Experience and Qualifications with
Local Governments.

Score 79
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score ~~43.02~~ 16.12
(0-20)

Total Score 95.62
(0-100)

Rank 2

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: Tranco Title, Inc.

QUALIFICATION COMMITTEE MEMBER: Stanley Hunsinger

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

TRANCO TITLE, INC. APPEARS TO HAVE ~~THE~~ REQUIRED
EXPERIENCE REQUIRED WITH THEIR 5 YEAR CONTRACT
WITH FDOT AND THEIR OTHER REFERENCES.

Score 75
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 20.00
(0-20)

Total Score 95
(0-100)

Rank 3

RFP-0778-06/BHJ – Closing Agent/Title Search Services

SUBMITTAL COMPANY NAME: American Government Services

QUALIFICATION COMMITTEE MEMBER: STANLEY NUNSIINGER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience/Qualifications (80%)

EXCELLENT EXPERIENCE AND QUALIFICATIONS WITH VASB
FEDERAL, STATE AND LOCAL ENTITIES.

Score 78
(0-80)

Criteria: Cost Proposal For "Related Title Services" (20%)

Score 14.84
(0-20)

Total Score 92.84
(0-100)

Rank 4

CLOSING AGENT SERVICES AGREEMENT (RFP-0778-06/BHJ)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **AMERICAN ACQUISITION TITLE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 5600 Mariner Street, #104, Tampa, Florida 33609, hereinafter called the "CLOSING AGENT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified closing agent to provide closing services for in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of closing agents; and

WHEREAS, the CLOSING AGENT is competent and qualified to furnish closing services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CLOSING AGENT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CLOSING AGENT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CLOSING AGENT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CLOSING AGENT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement.

The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CLOSING AGENT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CLOSING AGENT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time

savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CLOSING AGENT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CLOSING AGENT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis", then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CLOSING AGENT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CLOSING AGENT in the interest of the Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee

Basis". The CLOSING AGENT shall perform all work required by the Work Order but, in no event, shall the CLOSING AGENT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CLOSING AGENT shall perform all work required by the Work Order; but, in no event, shall the CLOSING AGENT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CLOSING AGENT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CLOSING AGENT shall advise the COUNTY whenever the CLOSING AGENT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis", the CLOSING AGENT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CLOSING AGENT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CLOSING AGENT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CLOSING

AGENT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CLOSING AGENT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CLOSING AGENT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CLOSING AGENT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CLOSING AGENT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CLOSING AGENT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two duplicate copies of the invoice shall be sent to:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CLOSING AGENT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CLOSING AGENT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CLOSING AGENT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CLOSING AGENT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CLOSING AGENT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CLOSING AGENT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CLOSING AGENT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CLOSING AGENT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CLOSING AGENT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work

performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CLOSING AGENT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CLOSING AGENT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CLOSING AGENT.

(a) The CLOSING AGENT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CLOSING AGENT under this Agreement. The CLOSING AGENT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CLOSING AGENT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CLOSING AGENT's negligent or wrongful performance of any of the services

furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CLOSING AGENT's services or have been created during the course of the CLOSING AGENT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CLOSING AGENT.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CLOSING AGENT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CLOSING AGENT to fulfill its Agreement obligations. Upon receipt of such notice, the CLOSING AGENT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CLOSING AGENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CLOSING AGENT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CLOSING AGENT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CLOSING AGENT to fulfill its Agreement obligations, the COUNTY may take over the work

and prosecute the same to completion by other Agreements or otherwise. In such case, the CLOSING AGENT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CLOSING AGENT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CLOSING AGENT; provided, however, that the CLOSING AGENT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CLOSING AGENT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CLOSING AGENT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CLOSING AGENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color,

religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. The CLOSING AGENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CLOSING AGENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CLOSING AGENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) The CLOSING AGENT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CLOSING AGENT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to

ethics in government.

(c) In the event that CLOSING AGENT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that the CLOSING AGENT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CLOSING AGENT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CLOSING AGENT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CLOSING AGENT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CLOSING AGENT, whether caused by the CLOSING AGENT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. The CLOSING AGENT shall at the CLOSING AGENT's own cost, procure the insurance required under this Section.

(1) The CLOSING AGENT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CLOSING AGENT, the CLOSING AGENT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CLOSING AGENT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CLOSING AGENT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CLOSING AGENT shall relieve the CLOSING AGENT of the CLOSING AGENT's full responsibility for performance of any obligation including CLOSING AGENT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CLOSING AGENT shall, as soon as the CLOSING AGENT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CLOSING AGENT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CLOSING AGENT shall be

deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CLOSING AGENT, the CLOSING AGENT shall, at the CLOSING AGENT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CLOSING AGENT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CLOSING AGENT's insurance shall cover the CLOSING AGENT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CLOSING AGENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CLOSING AGENT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CLOSING AGENT's insurance shall cover the CLOSING AGENT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CLOSING AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CLOSING AGENT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CLOSING AGENT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the

insurance provided by or on behalf of the CLOSING AGENT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CLOSING AGENT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CLOSING AGENT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CLOSING AGENT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in

voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CLOSING AGENT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CLOSING AGENT, shall designate in writing and shall advise the CLOSING AGENT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CLOSING AGENT shall, at all times during the normal work week, designate or appoint one or more representatives of the CLOSING AGENT who are authorized to act in behalf of and bind the CLOSING AGENT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CLOSING AGENT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CLOSING AGENT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by the CLOSING AGENT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CLOSING AGENT not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CLOSING AGENT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CLOSING AGENT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CLOSING AGENT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CLOSING AGENT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

County Attorney's Office
1101 E. First Street
Sanford, FL 32771

For CLOSING AGENT:

American Acquisition, Inc.
5600 Mariner Street, #104
Tampa, FL 33609

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

AMERICAN ACQUISITION, INC.

Secretary

By: _____
DENEY VAN DYKE, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
5/16/06
rfp-0778

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

Exhibit A
SCOPE OF SERVICES
RFP-0778-06/BHJ

Upon specific enumeration in the applicable Work Order, the CLOSING AGENT will provide the following services under this Agreement:

1. Prepare and issue an original and two (2) copies of a Title Insurance Commitment (Title Commitment), assuring the issuance of Title Insurance for a period of six (6) months, on each parcel to the COUNTY, as determined by the COUNTY, from the maps, surveys, plats, legal descriptions or similar documents depicting the limits of the Title Search. Such Title Commitment shall include the legal description of the parcel and the name and address of the current owner. The "Requirements to be Complied With" Section of the easements, judgments and liens on the property and will show, in addition to book and page or recordation, the names and addresses of the grantors, grantees, landlord, tenant, etc., as shown in the public records. In addition, the original of each Title Commitment shall have attached to it legible copies of all instruments which create an encumbrance on Commitment shall be as designated by the COUNTY. This amount may be adjusted by the COUNTY in view of closing and the ultimate issuance of a Title Insurance Policy.
2. Perform an update on the Title Commitment, such update to be prepared and issued in an original and two (2) copies. Updates to include the owner's name and address, the legal description of the parcel and all transactions of record since the original Title Commitment was issued. The update will specifically report all new encumbrances and will indicate the status of all previously reported encumbrances. In addition, the original on each update shall have attached to it legible copies of all instruments which create new encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.
3. Prepare and issue a Title Insurance Policy to the COUNTY on each parcel requested by the COUNTY. The Insured value shall be the land value of the parcel as identified by the COUNTY.
4. Schedule and handle the real estate closings for parcels for which Title Insurance Policies are to be issued. The CLOSING AGENT shall conduct the closings at an authorized Seminole County Office. Under special circumstances any offsite closings shall not be located beyond a Five (5) mile radius from the County Attorney's Office located at 520 W. Lake Mary Boulevard, Sanford, Florida 32773, or a Five (5) mile radius from the County Attorney's Office, 1101 E. First Street, Sanford, Florida 32771.
5. All work shall be accomplished in accordance with the time requirements of the COUNTY, time is of the essence.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

----- ***** ----- ***** ----- ***** ----- ***** -----

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

(Contracts Analyst, print name)

Date: _____

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**Section 4
RATE SCHEDULE**

EXHIBIT C

1. The Closing Agent will be compensated for Each Title Insurance Policy requested by the County. The insured value shall be equal for the purchase price of the parcel as identified by the COUNTY. Title Insurance rates shall be the minimum permitted rate in accordance with the requirements of Florida Administrative Code Rule 4-186.003, Title Insurance. Other expenses may include the following:

- a. Actual and necessary out of pocket direct closing costs paid as overnight mail, long distance telephone charges, etc., provided CLOSING AGENT provides COUNTY with documentation supporting the out of pocket expenses. Closing shall occur at a location selected by the County and no mileage charges or travel time charges shall be assessed.
- b. Charges of title commitment updates; and
- c. Related title services charged at the following rates

- (1) \$ 225.00 per title search. *
- (2) \$ 50.00 per title examination
- (3) \$ 250.00 per closing as a closing fee

- d. Services as requested by the COUNTY and beyond the issuance of a title insurance policy and the provision of related title services at the hourly rate of \$ 100.00 for paralegal or similar personnel and \$ 150.00 for attorney time. The CLOSING AGENT will be compensated for actual hours worked. Compensation paid pursuant to this paragraph shall include no reimbursable expenses.

NOTES:

1. To the extent that exceptions to a title insurance policy derive from survey issues that arise from documents appearing of record during the course of title search, any costs relative to the examination of a survey should be included in the search fee or the promulgated rate of the title insurance commitment/policy.
2. To the extent that exceptions to title insurance policy derive from survey issues and such exceptions are eliminated by the County providing a survey, any costs relative to the examination of a survey should be included in the search fee or the promulgated rate for the title insurance commitment/policy.
3. The preparation of instruments of conveyance and routine closing documents should be included in the closing fee.
4. Routine correspondence and consultation with the County and the seller to or buyer from the County which is necessary for the preparation of instruments of conveyance and other routine closing documents should be included in the closing fee.
5. Consultation with Seminole County on matters that are not routinely accomplished in the preparation of closing a real property transaction would be billed on an hourly basis.

* INCLUDES ONE (1) UPDATED WITHIN SIX (6) MONTHS, ADDITIONAL UPDATES AT \$50.00 PER UPDATE.