

36133185

- 1) VENDOR ACCOUNT NAME - *Diversified Settlement Services, Inc*
- 2) VENDOR NUMBER - CURRENT
- 3) VENDOR NUMBER - PREVIOUS IF APPLICABLE
- 4) RESOLUTION NUMBER
- 5) RESOLUTION DATE
- 6) PROCUREMENT (RFP/SPEC/OTHER)
- 7) PURCHASE ORDER NUMBER
- 8) REQUEST FOR PROPOSAL (RFP) *RFP- 12-44*
- 9) PERFORMANCE BOND
- 10) PERFORMANCE BONDING COMPANY
- 11) SPECIFICATION NUMBER
- 12) CONTRACT START DATE - *12/1/12*
- 13) CONTRACT END DATE - *12/1/13*
- 14) CONTRACT EXTENSION *Yes (3)*
- 15) CODE/TYPE
- 16) LABOR & MATERIALS BOND
- 17) L & M BONDING COMPANIES
- 18) BUDGET NUMBER
- 19) DEPARTMENT SERVED - *finance dept.*
- 20) SERVICE PROVIDED - *title insurance services*
- 21) STORAGE
- 22) DESTROY DATE
- 23) OTHER NOTES
- 24) TO ARCHIVES DATE

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

JOSHUA D. SHAPIRO, CHAIR  
LESLIE S. RICHARDS, VICE CHAIR  
BRUCE L. CASTOR, JR.



**PURCHASING DEPARTMENT**  
MONTGOMERY COUNTY COURTHOUSE • PO BOX 311  
NORRISTOWN, PA 19404-0311  
610-278-3037  
FAX: 610-278-3086 • TDD: 610-631-1211  
FARMLWWW.MONTCOPA.ORG

December 12, 2012

Attached are Contract Documents for **RFP-12-44, Title Search and Title Insurance Services for the Finance Department**

Solicitor, please approve as to form, and forward to the Commissioners for their signature.

Commissioners, this project was adopted by the attached Resolution.

Please sign and seal these Contracts, and e-mail Marissa Butler to pick up, so that we can proceed with this project.

Thank you.

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**RFP-12-44**  
**COUNTY OF MONTGOMERY, PENNSYLVANIA**

CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES INVOLVING  
PROFESSIONAL EXPERTISE PURCHASED BY REQUEST FOR PROPOSALS

**This Agreement**, made this                      day of                      A.D. 20        between the  
COUNTY OF MONTGOMERY, Pennsylvania, hereinafter called "County," and  
**DIVERSIFIED SETTLEMENT SERVICES, INC., 1206 Veterans Highway, Bristol,  
PA 19007**

hereinafter called "Provider."

1.     General.        Provider, for and in consideration of the payments hereinafter specified and agreed to be made by the County to the Provider, hereby covenants and agrees to and with the County, to do and perform all the services, in **RFP-12-44, Title Search and Title Insurance Services, for the Montgomery County Finance Department, for a period of one (1) year beginning with the execution of the Contract, with the option to extend for three (3) additional one (1) year periods; and**

in strict and exact accordance with this contract form, the request for proposals, any negotiated terms, the specifications and standard contract requirements, and the response to the request for proposals, all of which are attached hereto, which said request for proposals, any negotiated terms, the specifications and standard contract requirements, and the response to request for proposals are hereby made a part of this Agreement as fully to all intents and purposes and to the same extent as though herein set out at length. In the event of any conflict of any language between or among the said documents, the language contained in said documents shall prevail in the following order, unless specifically stated otherwise: language in (1) this contract form; (2) the request for proposals; (3) any negotiated terms; (4) the specifications and standard contract requirements; and (5) the response to request for proposals.

2.     Conduct of the Work.        Provider covenants and agrees to perform the said services in a professional manner, to the satisfaction of the County employee or agent in charge of inspection of said services, hereinafter referred to as "County Agent"; agrees to perform said services vigorously, without any delays, and with such force of professionals and employees and with such equipment as shall be satisfactory to the said County Agent; agrees to strictly conform to any orders, instructions and directions given by said County Agent. It is understood and agreed that the decision of said County Agent on any questions arising in connection with the performance of this Agreement shall be binding and conclusive upon the parties hereto.

3. Failure of Performance; Remedies. If in the opinion of said County Agent any of the services under this contract have been improperly performed or are defective and unsuitable, then, at the option of said County Agent, any such services shall be performed anew by the Provider to the satisfaction and approval of the said County Agent, and at the cost and expense of the Provider.

If the Provider, at any time during the progress of said services, shall, in the opinion of the said County Agent omit or neglect or refuse to furnish a sufficiency of properly skilled professionals or employees and equipment, or any of the same, or shall fail in any respect to prosecute the said services with promptness and diligence, or fail in the performance of any of the provisions contained in this Agreement, the said County Agent, acting for and on behalf of the County, shall, after forty-eight (48) hours notice in writing to the Provider, requiring the Provider to supply more professionals or employees and equipment, or any of the same, or expedite performance of the services, or perform the terms and provisions of this Agreement, have the right at his option, if the Provider remains in default in the opinion of the said County Agent (whose opinion thereon shall be binding and conclusive upon the parties hereto), to annul and vacate this contract and to secure the necessary number of professionals and employees and the required equipment in the open market, at the then current market prices, from any party or parties, to carry forward the said services and complete this contract, and in the event of the same being done, the Provider covenants and agrees to pay unto the County, upon demand, any difference between the costs thus paid in the open market for such services, employees and equipment and the price or prices named in this contract, together with all charges and expenses incident to the same; it likewise being agreed that the County shall have the right to appropriate to the payment of the moneys thus becoming due and payable to it by the Provider, any moneys which may then and there be due or which may thereafter become due to the Provider under this or any other contract; or the said County Agent, acting for and on behalf of the County, shall have the right, at his option, if the Provider remains in default in the opinion of the said County Agent (whose opinion thereon shall be binding and conclusive upon the parties hereto as above set forth) after the aforesaid forty-eight (48) hours notice, to annul and vacate this contract and to request proposals for all or any portion of the services herein contracted for, and in the event of his so doing, the Provider agrees to be responsible for and to pay unto the County, upon demand, any difference between the contract price or prices herein provided for and the price or prices which may be paid as a result of such issuance of a request for proposals, together with the costs and expenses of such issuance of a request for proposals, it being likewise agreed that the County shall have the right to appropriate to the payment of the moneys thus to become due and payable to it by the Provider any moneys which may then and there be due or which may thereafter become due to the Provider under this or any other contract.

The remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the County under the terms of this Agreement, including those contained in the specifications and standard contract requirements, herein incorporated, or otherwise, all of which rights and remedies are specifically reserved by the County.

4. Independent Contractor Status; Indemnification. It is understood and agreed that the Provider shall be deemed and considered an independent contractor in respect to the services covered by this Agreement, and shall assume all risks and responsibility for casualties of every description in connection with the services, except that he shall not be held liable or responsible for delays or damage to services caused by acts of God. Provider shall have charge and control of the services until completion and acceptance of the same by County. Provider shall observe all Federal, State and Local Laws, Ordinances and regulations, and shall defend and save harmless the County from all suits and claims for loss of life or injury occurring to employees who perform such services. Provider shall be alone liable for and agrees to fully indemnify, protect and save harmless the County, the said County Agent and his subordinates, from any and all liability and from all suits and actions of every kind and description brought or which may be brought against them or any of them, for or on account of any loss sustained by any person or party either during the performance or subsequent to the completion of the services covered by this Agreement, by reason of injuries to person and damage to property that may occur during the performance or subsequent to the completion of said services, or that may be sustained as a result or consequence thereof, irrespective of whether or not such injuries or damage be due to negligence or to the inherent nature of the services. It is not the intention of this Agreement or of anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the County a right of action either under this contract or in any manner whatsoever.

5. Insurance. The Provider shall obtain and maintain in full force and effect during all times from the making of this contract until the final acceptance of the services by the County a policy of comprehensive liability insurance against injury to persons and damage to property, with such insurers as shall be approved by the County Solicitor and in such amounts as shall be provided in the specifications which are part of this Agreement, but in no event less than \$1,000,000.00 for personal injury and \$1,000,000.00 for property damage. Such insurance shall be endorsed with a hold harmless clause in favor of the County. Evidence of such insurance shall be furnished to the County Agent before the services are begun. In the event of the County sustaining any loss or damage from claims for which Provider is liable and responsible as above set forth and provided, the Provider agrees to pay to the County, on demand, the amount of such loss or damage, including any and all costs sustained in connection therewith. Neither payments by the County to the Provider, nor the failure of the County withhold payments to the Provider, nor the acceptance of the services by the County, nor the failure of the County to give notice to the Provider of defectiveness of the services of the Provider, shall be deemed or construed as a waiver by the County of its rights to be protected and indemnified against claims, liability, loss and damage as in this paragraph specifically provided for and set forth. In the event of any claims being made against or loss or damage suffered by the County, for which the Provider is liable and responsible as above set forth, the amount of such claims, loss or damage may be retained by the County out of any payments due or to grow due to the Provider under this or any other contract.

Provider shall obtain and maintain in full force and effect covering the services under this contract, Workmen's Compensation Insurance as required, and Professional Liability Insurance in the amount of \$1,000,000.00.

6. Use of Documents. All documents and electronic files, including plans, specifications, field notes, reports, computer files, etc. prepared by Provider shall become the property of the County, and the Provider hereby assigns to the County all rights, title and interest in said documents and electronic files, plans, specifications, field notes, reports, computer files, etc. and additionally assigns any copyright or trademark interests in the same to the County. County will fully indemnify the Provider and its officers and employees as to damages, costs to defend and legal fees from all claims arising out of the misuse of such documents and electronic files by the County.

7. Meeting Attendance. In order to provide a fair and reasonable cost for personal or professional services, the fee stated in the proposal includes attendance at meetings with the County at the County's offices as a service incidental to any phase of any service or project.

8. Dispute Forum. All legal or equitable disputes between the parties hereto which may arise or result from this Agreement shall be subject only to the jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, and the appellate courts to which appeals can be taken from these two said courts. The law of the Commonwealth of Pennsylvania shall apply to all such legal or equitable disputes. No such legal or equitable dispute shall be the subject of arbitration.

9. Assignment. Provider shall not assign, sublet, or transfer all or any portion of this Agreement, nor any interest in this Agreement, without the express written consent of the County, which consent may be granted or withheld in the sole discretion of the County.

10. Consideration. In consideration of the services, the County hereby agrees to pay to the Provider for the said services the sums or prices as set forth in the proposal and specifications attached hereto and made a part hereof.

It is further distinctly understood and agreed that the total amount to be paid for the said services to be performed under this contract shall in no event exceed the sum of **AN AMOUNT NOT TO EXCEED THIRTY THOUSAND and 00/100...(\$30,000.00) DOLLARS**

**(PER ATTACHED COST ESTIMATE)**

11. Miscellaneous. The term "Provider", as used in this Agreement shall be construed to include both singular and plural, and shall be deemed to include each and every of the individuals, co-partnerships and corporations specifically named above and

**COST ESTIMATE**

**1. Title Premium and Endorsement Costs**

**a) PA Premium Charge for Owner's or Leaschold Insurance**

Per Thousand Dollars or Fraction Thereof	Per Thousand
\$0 to \$30,000	\$500.00
\$30,001 to \$45,000	\$6.50
\$45,001 to \$100,000	\$5.50
\$100,001 to \$500,000	\$5.00
\$500,001 to \$1,000,000	\$4.00
\$1,000,001 to \$2,000,000	\$3.00
\$2,000,001 to \$7,000,000	\$2.00
\$7,000,001 to \$30,000,000	\$1.50
\$30,000,001 and above	\$1.25

**b) Endorsement PA 301 – Survey Exception – Owner’s Policy Only**

The Charge for this endorsement is 20% calculated in accordance with the above chart, with a minimum Charge of \$75.00.

**2. Title Search, Bringdown, Tax Cert. and Closing Fee Costs**

<i>Service Requirement</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Total Price</i>
60 Year Title Search w/ Full Copies of all underlying documents	TBD	\$175.00 each *Notes	TBD
Bringdown as of the date of closing	TBD	\$25.00 each *Notes	TBD
County/Twsp./School 3 Year Tax Certification	TBD	\$110.00 each **Notes	TBD
County Deed Recording Fee	TBD	\$64.00 for first 4 pages. \$4.00each additional page ***Notes	TBD
Courier Fee per Package	TBD	\$9.50 each ***Notes	TBD
Wire Fee per Wire	TBD	\$11.00 each ***Notes	TBD
In Office Closing/Settlement Fee	TBD	\$0.00	TBD
Out of Office Closing/Settlement Fee	TBD	\$150.00 each	TBD
<b>ESTIMATED TOTAL VALUE OF THE CONTRACT</b>			<b>STBD</b>

**Notes:**

- \* These fees would only be charged if the transaction did not result in the issuance of a title insurance policy. Please note that if a property consists of multiple parcels, a separate 60 year search and bringdown may be required for each parcel depending on how the chain of title merges;
- \*\* This fee is a pass through cost and represents a high-end estimate based on varying township/school certification costs. Please note that if a property consists of multiple parcels, a separate tax certification may be required for each parcel depending on how it's assessed.
- \*\*\* These fees are pass through costs.



there designated as "Provider." The masculine gender shall be deemed to include the feminine and neuter genders.

The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this Agreement.

All deletions and interpolations were made before the signing hereof.

IN WITNESS WHEREOF, the County and the Provider have executed these presents and attached their seals hereto the day and year first above written.

Attest

COUNTY OF MONTGOMERY (SEAL)

*Jane F. [Signature]*  
.....  
Chief Clerk

By.....  
*[Signature]*  
.....  
*Leslie S. Richards*  
.....  
*[Signature]*  
.....  
Montgomery County Commissioners

**DIVERSIFIED SETTLEMENT SERVICES, INC.,**

.....(SEAL)

Provider

(x)  
By.....  
.....  
President Co-Partner

(x) *[Signature]*  
.....  
Witness to Principal

(x) *[Signature]*  
.....  
Secretary Co-Partner

Approved as to Form:

*[Signature]*  
.....  
County Solicitor