

**ATTACHMENT C  
TITLE AND ESCROW SERVICES**



<b>CIHA Contact Information</b>	<b>CONTRACTOR Contact Information</b>
Cook Inlet Housing Authority (CIHA)	
3510 Spenard Road	
Anchorage, Alaska 99503	
Phone: (907) 793-3000	Phone:
Email: <a href="mailto:Procurement@cookinlethousing.org">Procurement@cookinlethousing.org</a>	Email:
A/P Email: <a href="mailto:CIHAap@cookinlethousing.org">CIHAap@cookinlethousing.org</a>	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Rashaad Esters, Procurement Manager	
Name Title	Name Title

Both Cook Inlet Housing Authority (CIHA) and \_\_\_\_\_ (Contractor) shall be collectively referred to herein as the "Parties."

**1. TERM OF CONTRACT**

The Agreement shall have an initial term of five (5) years, with up to five (5) additional one (1) year renewal terms, exercisable by CIHA subject to the availability of funding, satisfactory performance, mutually agreed-upon pricing, and the written consent of both Parties. Each renewal term shall automatically renew for one (1) year unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

**2. SCOPE OF SERVICES**

The core scope of services includes the following:

- Title reports and searches
- Title insurance, lender and owner policies with specific endorsements for real property acquisitions, tax credit project and lender financing
- Closing/settlement services
- Commercial and residential escrow services
- Reconveyances
- Deed and document preparation

**3. CONTRACTOR RELATIONSHIP**

Contractor will act as a contractor under this Contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of CIHA due to this Contract and therefore, the Contractor is not entitled to any medical, dental, or other insurance benefits. The Contractor

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will provide the services and achieve the results specified by CIHA free from direction or control of CIHA as to means and methods of performance.

**4. TERM AND TERMINATION, RIGHTS AND REMEDIES**

- 4.1 **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties, or by either party upon thirty (30) days' written notice. Because circumstances may arise requiring CIHA to discontinue a program or project to which Contractor's activities relate, it is necessary for CIHA to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that CIHA may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.
- 4.2 **Termination for Cause** - CIHA by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:
- a. Fails to provide services required by this Contract within the time specified or any extension agreed to by Contractor; or
  - b. Fails to perform any of the other provisions of this Contract, or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms.
- 4.3 **Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:
- a. **CIHA** will pay Contractor, for the portions of Work completed in accordance with the Contract prior to the notice, provided that, Contractor shall provide CIHA with an invoice of all fees and costs incurred to the date of termination.
  - b. Any other reasonable costs incidental to the termination of this Contract, provided that CIHA has authorized these costs before the Contractor incurs them.

**5. COMPENSATION AND MANNER OF PAYMENT**

**5.1 Fees for Work**

- i. CIHA shall pay Contractor for satisfactory performance of this contract and all applicable documents, as outlined in the Proposer's response to "Proposed Fees", collectively referred to as "Base Charges", in RFP 26P-DF-230, attached hereto and made a part of this contract by reference.
- ii. Fees for services may be payable to Contractor from escrowed funds after conveyance of a property to the purchaser or by other means mutually agreed upon by Contractor and CIHA.

**6. REPRESENTATIONS AND WARRANTY**

- 6.1 **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state and local laws and regulations.
- 6.2 **Warranty** - Contractor warrants to CIHA that all Work will be of good quality, free from faults and defects. Contractor shall correct promptly any Work of its own found to be

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defective or not in compliance with the terms of this Contract.

**7. INSURANCE AND LIABILITY**

**7.1 Insurance**

It is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this Contract the following policies of insurance.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

**7.2 Minimum Limits of Liability**

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below.

- a. Worker's Compensation and Employers' Liability: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045
  - i. Workers Compensation - Statutory limits
  - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- b. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence.
  - i. \$1,000,000 Each Occurrence
  - ii. \$2,000,000 General Aggregate
  - iii. \$2,000,000 Products/Completed Operations Aggregate
  - iv. \$50,000 Fire Damage Legal Liability (any one fire)
  - v. \$5,000 Medical Expense (any one person)
- c. Commercial Automobile Liability Insurance: Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this

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Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage.

- d. Professional Liability Insurance: Covering all errors, omissions or negligent acts in the performance of services under this Contract. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$250,000 per Occurrence/Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Manager of Procurement

**8. CONFLICT OF INTEREST AND CONFIDENTIALITY**

- 8.1 **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed there under is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees of this section and the resulting damages.

**8.2 Conflict of Interest**

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform CIHA's Procurement Manager regarding possible conflict of interest, which may arise as a result of such change.
- b. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged to gain access to confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of CIHA, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
  - i. Use his/her status as a Contractor of CIHA to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her; or
  - ii. Solicit any employee of CIHA to join him/her in the formation or operation of any business intended to compete with CIHA or solicit the possible future employment of such employee by any such business.

In the event of doubt concerning the applicability of any of the foregoing to any proposed activity by Contractor, Contractor before engaging in such activity shall consult with CIHA's Procurement Manager before engaging in the proposed activity. The duty of CIHA and Contractor to maintain confidentiality of information under this Section continues beyond the

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term of this Contract, or any extensions or renewals of same.

**9. ENTIRE CONTRACT**

This Contract represent the entire agreement between the Parties superseding any prior or concurrent contracts as to the services being provided, and no oral or written terms or conditions, which are not contained in this Contract, shall be binding. This Contract may only be amended by written consent of the Parties and made a part of this Contract.

**10. NOTICES**

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery by email to the CIHA representative appointed as the point of contact for Contractor. A notice shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.

**11. ASSIGNMENT**

Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.

**12. FORCE MAJEURE**

**CIHA** and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract if prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

**13. ATTACHMENTS**

The following attachments are included and made a part of this Contract:

- A. Contractor's Proposal

The following attachments are included and made a part of this Contract by reference.

- B. Current Certificate of Insurance
- C. Current State of Alaska Business License
- D. Current State of Alaska Professional License
- E. IRS form W9

**14. CONTROLLING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and CIHA

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submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

**CONTRACTOR:**

**CIHA:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**COOK INLET HOUSING AUTHORITY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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Date

SAMPLE