



September 1, 2021

**TO:** TITLE GUARANTY OF HAWAII, LLC.

**FROM:** DIRECTOR OF FINANCE

**SUBJECT:** REQUEST FOR PROPOSAL NO. 4155: ESCROW SERVICES FOR THE KILAUEA VOLUNTARY HOUSING BUYOUT PROGRAM FOR THE COUNTY OF HAWAII

## ***NOTICE TO PROCEED***

This is to inform you that the proposal for the subject invitation for bid has been approved and accepted. All terms and provisions of the proposal shall remain in effect. The term of this Agreement shall be for the period beginning August 15, 2021, and ending August 14, 2022, with five (5), one (1) year option periods at the sole option of the County.

Attached for your files is a fully executed copy of the Agreement as well as a copy of your proposal.

DIANE NAKAGAWA  
Purchasing Agent

Attachments

cc: Planning

# **A G R E E M E N T**

**THIS AGREEMENT**, made and entered in to as of the 31<sup>st</sup> day of August, A. D. 2021, by and between the **COUNTY OF HAWAI`I**, hereinafter called the "County", and **TITLE GUARANTY OF HAWAII, LLC** of 235 Queen Street, Honolulu, HI 96813, hereinafter called the "Contractor",

## **WITNESSETH THAT**

**WHEREAS**, the written offer of the Contractor has been accepted by the County of Hawai`i as the responsive and responsible offer submitted pursuant to a call for proposals:

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**A. Scope of Work.** The Contractor agrees to provide the following:

**ESCROW SERVICES FOR THE KILAUEA VOLUNTARY HOUSING BUYOUT PROGRAM FOR THE COUNTY OF HAWAI`I, PER REQUEST FOR PROPOSAL NO. 4155**

**TERM:** AUGUST 15, 2021 THROUGH AUGUST 14, 2022, WITH FIVE (5) ONE (1) YEAR OPTION PERIODS AT THE SOLE OPTION OF THE COUNTY.

**TOTAL CONTRACT: UNKNOWN AMOUNT PLUS \$1.00**

This being a price agreement, it is understood and agreed that the County may purchase any quantities, INCLUDING NONE, of the items set forth throughout the term of this agreement at unit prices set forth herein.

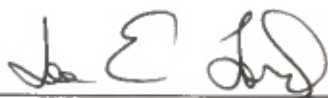
All in strict accordance with the terms and conditions of this Agreement, it is understood that this Agreement includes as a part hereof the General Terms and Conditions, dated July 1, 1994, and the **REQUEST FOR PROPOSAL NO. 4155** including the offer, Special Provisions and Specifications contained; therein, which are attached hereto.

**B. Compensation.** As compensation for the product or service to be provided by the Contractor, the County agrees to pay the Contractor based on actual services with fees determined by the fee schedule (Exhibit 1).

**C. Code Of Ethics.** Contractor has complied with Hawai'i County Code §2-83(c), if applicable. Contractor understands and agrees that this contract shall be void if an officer or employee fails to comply with the disclosure requirements set forth in §2-83(c), or if the Board of Ethics finds there is a conflict of interest or any preferential treatment involved.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, effective the day and year first above written.

**COUNTY OF HAWAI`I**

By 

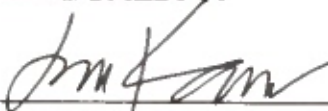
LEE E. LORD Managing Director  
Print Name and Title

**TITLE GUARANTY OF HAWAII, LLC**


(Affix Corporate Seal,  
if applicable)

Signed By  8/19/2021  
Print: MICHAEL A. PIETSCH Date  
Title: Chief Executive Officer

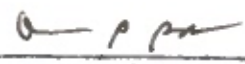
**APPROVED AS TO FORM  
& LEGALITY:**

 30 Aug 21  
DEPUTY CORPORATION COUNSEL Date  
COUNTY OF HAWAI`I

**RECOMMEND APPROVAL:**

 8/25/21  
PLANNING Date  
COUNTY OF HAWAI`I

Pursuant to Section 6-6.3 and 13-13 (d) of the Hawai'i County Charter, I have examined this contract and find that it imposes no financial obligation upon the County.

AUG 24 2021   
Date Director of Finance

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this day of August 19, 2021, in the First Circuit, State of Hawaii, before me personally appeared MICHAEL A. PIETSCH, who, being by me duly sworn, did say that he is the Chief Executive Officer of Title Guaranty of Hawaii, LLC, a Hawaii limited liability company; that he executed the foregoing Agreement, on behalf of and with the authority of the Board of Directors of said company, and that such execution was done as the free act and deed of the company. No corporate seal available.

The foregoing instrument is dated Undated, 2021 and contains 3 pages at the time of this acknowledgment.



Soo Kyung Paupe  
Print Name: SOO KYUNG PAUPE

NOTARY PUBLIC, STATE OF HAWAII

My commission expires: EXPIRATION: MARCH 9, 2022





**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

**Vendor Name:** TITLE GUARANTY ESCROW SERVICES, INC.

**Issue Date:** 08/13/2021

**Status:** Compliant /

Hawaii Tax#: 20274896-01  
New Hawaii Tax#: GE-0962439168-01  
FEIN/SSN#: XX-XXX2598  
UI#: /  
DCCA FILE#: 7506

**Status of Compliance for this Vendor on issue date:**

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF MANAGERS OF  
TITLE GUARANTY OF HAWAII, LLC**

September 18, 2017

The undersigned, constituting all of the duly-elected Managers (the "*Managers*") of Title Guaranty of Hawaii, LLC, a Hawaii limited liability company (the "*Company*"), acting pursuant to the Company's Amended and Restated Limited Liability Company Agreement, dated August 31, 2017 (the "*A&R Operating Agreement*"), hereby consent to the adoption of, and hereby approve and adopt on behalf of the Company, the following resolutions, effective as of the date first set forth above:

**ELECTION OF OFFICERS**

WHEREAS, the undersigned constitute the duly-elected Managers of the Company and acting together comprise the Board of Managers (the "*Board*") pursuant to Section 4.2 of the Operating Agreement.

WHEREAS, pursuant to Section 4.3(a) of the A&R Operating Agreement, the Board wishes by these resolutions to elect and appoint officers to manage and administer the business of the Company.

WHEREAS, the Managers and the Board have determined that it is in the best interest of the Company to elect the following individuals to serve as the officers of the Company, each officer to serve in the role and function and hold the office specified below:

<u>Name</u>	<u>Officer Title</u>
Michael A. Pietsoh	President and Chief Executive Officer
Michael B. Pietsoh	Executive Vice President and Chief Operating Officer
Richard L. Cox	Executive Vice President and Chief Tax Officer
Michael L. Gravelle	Executive Vice President, General Counsel, and Corporate Secretary
Jeffrey R. Knudson	Executive Vice President
Daniel K. Murphy	Senior Vice President and Treasurer
Lois Kawano	Chief Financial Officer and Assistant Treasurer
Mark Tagomori	Assistant Controller
Paul Jason Aldridge	Chief Information Officer
Cheryl Anzai	Senior Vice President
Willard Haraguchi	Senior Vice President
Lorin Hirano	Senior Vice President
Lesley Klzsee	Senior Vice President

Name	Office Title
Leta Price	Senior Vice President
Christopher Aguilera	Vice President
Candice Chun	Vice President
Anne Monette	Vice President
Lisa Nagata	Vice President
Cynthia Nakaya	Vice President
Adrienne Nasser	Vice President
Ka'il O'Connell	Vice President
Colla Oh	Vice President
Gerald Opedal	Vice President
Dina Tsuda	Vice President
Tracy Yamanaka	Vice President

**RESOLVED**, that the persons identified above be, and they hereby are, elected as officers of the Company, each to serve until his or her successor has been duly appointed and qualified, or until his or her earlier death, dissolution, resignation, or removal.

**RESOLVED, FURTHER**, for purposes of Section 4.4 of the A&R Operating Agreement, that Michael A. Pietsch is authorized and directed to execute and cause to be filed with the Department of Commerce and Consumer Affairs of the State of Hawaii on behalf of the Company articles of amendment of the Company's Articles of Organization that identifies the officers named above as the officers of the Company as shown in the public records of the State of Hawaii.

#### **RATIFICATION OF PRIOR ACTIONS**

**RESOLVED**, that all lawful actions taken by the Managers, the above-named officers, employees, agents and representatives of the Company prior to the date hereof in furtherance of the business of the Company be, and they hereby are, ratified, adopted and approved as though done pursuant to express prior authority.

#### **GENERAL AUTHORIZING RESOLUTION**

**RESOLVED**, that the officers of the Company are hereby authorized and directed, in the name of and on behalf of the Company, or otherwise, to execute all such instruments, documents and certificates and to take all such further and other actions in connection with the resolutions hereinabove adopted as they may deem necessary, advisable or proper to carry out the intent and accomplish the purposes of these resolutions.


**RESOLVED FURTHER**, that any acts of the Managers, and of any person or persons designated and authorized to act by the Managers, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted in all respects as the acts of the Company.

This Action may be executed in counterparts and assembled together as one document, which shall be filed with the minutes of the proceedings of the Managers of the Company.

The undersigned have executed this Action by Unanimous Written Consent as of the date first set forth above.

**BOARD OF MANAGERS:**

  
\_\_\_\_\_  
ROGER JEWKES

  
\_\_\_\_\_  
DON PARTINGTON

  
\_\_\_\_\_  
MICHAEL A. PIETSCH



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/19/2021

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 have ADDITIONAL INSURED provisions or 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).

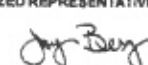
<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Title Guaranty of Hawaii Attn: Fidelity National Financial Inc. Risk Mgmt 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204	<b>INSURER A:</b> Honeton Casualty Company	<b>NA/C #</b> 42374
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W21835395      **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 SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions/Cyber Risk		14-MB-20-A14874	11/15/2020	11/15/2021	Limit Per Claim \$10M Annual Agg \$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of E&O and Cyber Liability Insurance for all locations and operations of the Insured and its Affiliates anywhere in the world.

<b>CERTIFICATE HOLDER</b>  County of Hawai'i 25 Aupuni Street, Suite 1101 Hilo, HI 96720	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/19/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. o/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Title Guaranty of Hawaii Attn: Fidelity National Financial Inc. Risk Mgmt 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204	<b>INSURER A:</b> Hartford Fire Insurance Company      NAIC # 19682	<b>INSURER B:</b> Navigators Insurance Company      42307
	<b>INSURER C:</b> Hartford Accident and Indemnity Company      22357	<b>INSURER D:</b> Twin City Fire Insurance Company      29459
	<b>INSURER E:</b> Allianz Global Risks US Insurance Company      35300	<b>INSURER F:</b>

COVERAGES      CERTIFICATE NUMBER: W21835396      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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	20CRCC90929	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Damage is Physical <input checked="" type="checkbox"/> Self-Insured		20CRCC90930	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		GA20CMRZ03TARIV	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	20WNC90926	11/15/2020	11/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Workers Compensation and Employers Liability - Per Statute</b>		20WBRC90927	11/15/2020	11/15/2021	E.L. Each Accident \$1,000,000 E.L. Disease- Ea Emp \$1,000,000 E.L. Disease-Pol Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
  
SEE ATTACHED

CERTIFICATE HOLDER      CANCELLATION

County of Hawai'i 25 Aupuni Street, Suite 1101 Hilo, HI 96720	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 
---------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Title Guaranty of Hawaii Attn: Fidelity National Financial Inc. Risk Mgmt 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

County of Hawai'i is included as an Additional Insured as respects to General Liability.

INSURER AFFORDING COVERAGE: Allianz Global Risks US Insurance Company NAIC#: 35300  
POLICY NUMBER: USP00064120 EFF DATE: 11/15/2020 EXP DATE: 11/15/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Bldgs/BPP/BI	Limit	\$200,000,000
Special with Quake/Flood	Replacement Cost	
Property Quota Share		

**ADDITIONAL REMARKS:**

All Effective 11/15/2020 - 11/15/2021  
 Carrier: Allianz, Policy Number: USP00064120, Limit: \$40Mpo\$200M  
 Carrier: Ace American, Policy Number: CKD37839000010, Limit: \$40Mpo\$200M  
 Carrier: Westport, Policy Number: NAP045198909, Limit: \$30Mpo\$200M  
 Carrier: Zurich American, Policy Number: PPR489174111, Limit: \$50Mpo\$200M  
 Carrier: Everest Indemnity, Policy Number: RP5CF00258-201, Limit: \$20Mpo\$200M  
 Carrier: Endurance American, Policy Number: GPF30002140000, Limit: \$20Mpo\$200M



**NO  
SAM  
RESULTS  
FOUND**



REQUEST FOR PROPOSAL NO. 4155:

REQUEST FOR PROPOSALS  
TO PROVIDE ESCROW SERVICES FOR COUNTY OF HAWAII FOR THE KILAUEA  
VOLUNTARY HOUSING BUYOUT PROGRAM

RELEASE DATE: JUNE 25, 2021

DUE DATE: JULY 26, 2021, 4:30 P.M. HST

ALL PROPOSALS TO BE SUBMITTED ELECTRONICALLY AT

[WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM)

HILO, HAWAII

COUNTY OF HAWAII

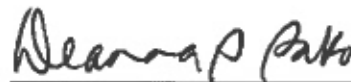
# **NOTICE TO PROPOSERS**

SEALED PROPOSALS will be received electronically on or before 4:30 PM,  
Monday, July 26, 2021, in the office of the Purchasing Division,  
Department of Finance, County of Hawai'i, 25 Aupuni Street, Suite 1101, Hilo, Hawai'i,  
for the following:

## **REQUEST FOR PROPOSAL NO. 4155; TO PROVIDE ESCROW SERVICES TO THE COUNTY OF HAWAII FOR THE KILAUEA VOLUNTARY HOUSING BUYOUT PROGRAM**

Upon application, forms of proposal and specifications may be obtained from the  
above-named office through Public Purchase  
(<http://www.publicpurchase.com/gems/hawaii.co,hi/buyer/public/publicInfo>), an e-  
procurement system.

Written questions or requests for clarification regarding any aspects of the above  
proposal must be received and accepted in writing by Diane Nakagawa, Purchasing  
Agent, Purchasing Division, Department of Finance, County of Hawai'i, 25 Aupuni  
Street, Suite 1101, Hilo, Hawai'i 96720, through Public Purchase *no later than*  
July 09, 2021



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DEANNA SAKO  
Director of Finance

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## 1.0 PURPOSE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified ESCROW SERVICE providers to contract with the County of Hawai'i (hereafter, County) to provide escrow services including providing title searches, and all additional escrow services from the purchase contract through to closing for non-real estate brokered, fee simple properties acquired through the Voluntary Housing Buyout Program (hereafter, Program). The Program is intended to utilize Community Development Block Grant – Disaster Recovery (CDBG-DR) Funds granted through the U.S. Department of Housing and Urban Development (HUD) for a voluntary buyout of properties affected during the 2018 Kilauea lower east rift zone lava event. This Program meets one of three national objectives: Benefiting Low- and Moderate-Income (LMI) Persons; Preventing or Eliminating Slums or Blight; or Meeting Urgent Needs. After evaluating proposals, the County may invite one or more qualified prospective Service Providers to enter into a standard agreement or Contract with the County.

## 2.0 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to the County, if it is determined to be in the best interest of the County.

## 3.0 KEY DATES

Date	Task
June 25, 2021	Advertise & Release RFP – Date of Publication in the State of Hawai'i Awards Notice Data System.
July 9, 2021	Deadline to Submit Questions or Request for Clarification via Public Purchase. All answers (if any necessary) will be provided to all interested parties in the form of an addendum to these specifications as soon as possible thereafter.
July 26, 2021 (4:30 PM Hawai'i Standard Time)	Proposal Due Date
July 30, 2021 (or earlier)	Notice of award(s).
August 2, 2021	Contract Start Date

## 4.0 PROGRAM OVERVIEW

The Program allows the County to acquire properties impacted by the 2018 Kīlauea eruption through non-real estate brokered, voluntary sale. Eligible properties include those that were inundated or isolated by lava, suffered physical damage (including from fires and wildfires caused by lava), or have been physically impacted by secondary effects, including heat and gases.

Buyout offers are based on the pre-disaster (2017) appraised total market value. The maximum buyout amount per property is \$230,000. Acquired properties will be managed as open space. The County anticipates acquiring over 600 fee simple properties through the Program over the next two to five years using cash buyouts.

The Program will offer buyouts to affected sellers in three distinct phases based on the use of the property at the time of the eruption. Applications will not be accepted prior to the appropriate phase start date. Applications eligible under previous phases will be processed during subsequent phases. Phase 1 allows property owners whose primary residence was affected by the eruption to apply for the Program from April 30th to July 30th, 2021. Phase 2 will allow property owners whose secondary residence, including long term-rentals, was affected by the eruption to apply for the Program from November 1, 2021, to January 31, 2022. Phase 3 will allow undeveloped property owners to apply for the Program from May 2 to July 29, 2022. Depending upon the number of interested and qualified applicants, the County may ultimately create additional or altered phases for application submittal and processing.

Through this Request for Proposals the County is undertaking eligible activities funded in whole or in part by Community Development Block Grant - Disaster Recovery (CDBG-DR) funds appropriated pursuant to the FAA Reauthorization Act of 2018 - Divisions D and I (P.L. 115-254) and the Supplemental Appropriations (P.L. 116-20). The County and its sub-recipients and contractors must comply with the requirements of Federal Register Notices 85 FR 4681 (January 27, 2019) and 86 FR 569 (January 6, 2021).

## **5.0 SCOPE OF WORK**

The County is looking for comprehensive title and escrow services as detailed below. The majority of these properties are either inundated or isolated by lava, and all remaining buildings and dwellings on acquired properties will be demolished with land maintained as open space as per the CDBG-DR grant guidelines.

Among the more than 600 properties that the County expects to acquire through this Program, many will have clean title, straightforward fee ownership and complete documentation. Some properties may have cloudy or broken title and trust issues, as well as complex situations among fee owners and applicants to this housing recovery program. Following the policies and procedures the County has established for this Program, and in accordance with State law, the inability to establish clear title for real property being considered for acquisition through this Program may prevent the applicant from being eligible for assistance. The comprehensive title and escrow services the County is seeking may require additional title research and curative work so that the County and applicants to the Program can take action to advance properties with more complex fee ownership through the acquisition process, as appropriate.

These will be non-real estate brokered transactions. These properties will not be staked, surveyed, termite inspected, or lead paint inspected. Ownership will be transferred to County of Hawai'i as Tenants in Severalty via a warranty deed or limited warranty deed.

Numerous sellers have relocated to the continental United States or outside the country. Please include all related continental US and International courier, escrow handling, and additional applicable fees and costs.

The County may award contracts to multiple proposers in line with Tasks 1 through 3 detailed below, and assign work based on availability of escrow companies as well as particular needs of potential sellers. We encourage prospective proposers to bid for Tasks 1 & 2, Tasks 1 & 3, or Tasks 1, 2 & 3. Services requested include:

- A. **Task 1:** Promptly furnish a standard preliminary report and approved title insurance commitment to County upon County's request for each property it considers for possible acquisition. Cost is a factor of acquisition price and the method for calculating cost must be included in Proposer's response. The County's review of the preliminary title insurance commitment will allow for the County to determine whether to continue to escrow. This initial title insurance commitment will be used for purchases continuing to escrow.
  - a. Open file, assign file number, send out opening instructions, prepare title search and provide Preliminary Title Report to County.
  - b. Receive and process customer information, HARPTA/FIRPTA certification, and payoff authorization as applicable.
  - c. Cooperate with County's review of title commitment and County's efforts for curative work by seller and County.
  - d. Receive County approval to continue to escrow or County order to stop.
  
- B. **Task 2:** Provide escrow services for fee simple, clean titled, acquisitions from point of signed contract up to any point through to potential closing, including any and all of the below steps. Please detail all fees as well as costs, including set fees and costs and those that are a factor of acquisition price. The method for calculating cost must be included in Proposer's response. The County and/or seller can withdraw from escrow at any point prior to closing and Proposers must include cancellation fees and conditions in responses.
  - a. Using title commitment ordered in Task 1, open escrow.
  - b. Order and receive demands for lien payoffs, homeowner associations' payments, unpaid or prorated property taxes, dues, etc. and prepare payment as authorized by buyer (County).
  - c. Prepare documents including title searches and insurance commitments and policies, deed preparation, and closing statements. Detail whether fees are all-inclusive or provide a breakdown of applicable fees and how each is calculated as a factor of acquisition price.
  - d. Review and prepare file for closing and ensure all conditions have been met.
  - e. Prepare for closing including deed preparation and recordation, and conveyance tax certificate preparation and filing.
  - f. Request funds to close from County and any additional, applicable parties.
  - g. Schedule and hold signing appointments and notarize documents for closing.
  - h. Balance file, disburse all funds and documents to complete transaction.
  
- C. **Task 3:** Provide escrow services for potential complex titling acquisitions from point of signed contract up to any point through to potential closing, including any and all of the



below steps. Please detail all fees as well as costs, including set fees and costs and those that are a factor of acquisition price. The County and/or seller can withdraw from escrow at any point prior to closing and Proposers must include cancellation fees and conditions in responses.

- a. Using title commitment ordered in Task 1, open escrow.
- b. Perform additional research and cooperate with seller's and County's curative work as needed for cloudy, convoluted, or unclear titling upon continuation approval from County. These cases will require ongoing written approval from the County to continue research as each \$1,000 of fees are incurred. The maximum allowance for additional research and curative work is 10% of the proposed purchase price.
- c. Order and receive demands for lien payoffs, homeowner associations' payments, unpaid or prorated property taxes, dues, etc. and prepare payment as authorized by County.
- d. Prepare documents including title searches and insurance commitments and policies, deed preparation and closing statements. Detail whether fees are all-inclusive or provide a breakdown of applicable fees and how each is calculated as a factor of acquisition price.
- e. Review and prepare file for closing and ensure all conditions have been met.
- f. Prepare for closing including deed preparation and recordation and conveyance tax certificate preparation and filing.
- g. Request funds to close from County and any additional, applicable parties.
- h. Schedule and hold signing appointments and notarize documents for closing.
- i. Balance file, disburse funds and documents to complete transaction.

## **6.0 ELIGIBILITY**

### **6.1 ELIGIBLE PROPOSERS**

Eligible Proposers must meet the following requirements:

- A. Be a Department of Commerce and Consumer Affairs' Division of Financial Institutions (DFI) licensed Escrow Depository pursuant to Chapter 449, Hawai'i Revised Statutes for a minimum of five (5) years.
- B. Demonstrate a minimum of five (5) years' experience and expertise in escrow services including title searches.
- C. Demonstrated a minimum of five (5) years' experience in processing escrow transactions in the State of Hawai'i.
- D. Have bylaws or policies that describe the way business is conducted, including management, fiscal policies and procedures, and policies on nepotism and the management of potential conflicts of interest.

### **6.2 REQUIREMENTS**

The County seeks to start escrow services within ten days of contract award or as soon as August 1, 2021, with expeditious access to title information. The County seeks Proposers that meet the following requirements:

- A. Capacity to manage staff to handle streamlined basic escrow transactions in a timely manner of not more than 45 days.
- B. Capacity to manage staff to handle complex, ambiguously titled transactions within a reasonable timeframe negotiated with the County of Hawaii on a case-by-case basis.
- C. Provide dedicated, on-island staff familiar with the historical and cultural implications of property ownership exchange and with the authority to manage and make decisions related to the contract.
- D. Demonstrated experience with fiscal accountability and records management.
- E. Demonstrated experience communicating with different entities including government, non-profit, legal firms and the public.

## **7.0 SCOPE OF SOLICITATION**

Subject to the availability and the appropriation of funds, it is the intent of this RFP to solicit services under this contract for a term of one (1) calendar year from the date of the Notice to Proceed, as early as August 1, 2021.

Unless terminated, the Contractor(s) and the County may extend the terms of the contract with provisions for up to five (5) 12-month periods, or portions thereof, without the necessity of re-soliciting, upon mutual agreement in writing at least ninety (90) days prior to the expiration of the contract. The contract price paid to the Contractor for the extended period shall remain the same or as described in the offer.

## **8.0 PROPOSAL SELECTION PROCESS**

### **8.1 PROCESS**

Only those proposals that substantially meet all of the terms, conditions and requirements specified in this RFP, shall be considered responsive. It is understood and agreed that the Chief Procurement Officer reserves the right to accept or reject any proposal and waive all defects and informalities as may be deemed best for the interest of the County of Hawai'i.

### **8.2 REQUIREMENTS**

All Proposers are required to submit the following information for consideration by the County. Using Proposer's letterhead, Proposer must attach all of the responses to the response cover sheet. Failure of any Proposer to respond completely to all of the following submittal requirements will be grounds for County treating a proposal as non-responsive.

### **8.3 EVALUATION CRITERIA**

All proposals shall be reviewed to ensure compliance with these specifications. Any proposal without sufficient information or documentation may be deemed non-responsive and may not be considered. It is understood Proposals will be reviewed and scored by an Evaluation Committee selected by the County of Hawai'i. Scoring will be on a 100-point scale based on the components outlined in Section 9.0, Proposal Submission, and based on the point allocations listed in the table below.

Section of Proposal (See Section 9.1 Proposal Content & Format)		Points Possible
9.1.A	Statement of Qualifications	30
9.1.B	Fee Schedule	30
9.1.C	Transaction Services	25
9.1.D	Time Frame	10
9.1.E	Financial Resources	2
9.1.F	References	3
<b>TOTAL POINTS:</b>		<b>100</b>

## 8.4 SUPPLEMENTAL INFORMATION – UNSCORED

Proposer may use Section 9.1.G, Additional Information, of their proposal to include any other information they would like the County to take into consideration when evaluating your proposal (e.g., white papers, testimonials, other publications). These submissions are not scored.

The following documents are required with the Proposer's response; however, the submission of these documents will be unscored:

- Copy of license to practice with DFI
- Copy of Proposer's Corporate Bylaws

## 9.0 PROPOSAL SUBMISSION

### 9.1 PROPOSAL CONTENT AND FORMAT

Proposals must include all items listed below, A through G, as well as the Proposal Cover Page provided as Exhibit A-1. Incomplete proposals may not be considered.

The Proposal should include:

A. Statement of Qualifications:

- a. Provide the name, address, phone, and contact person with authority to bind the Proposer. Include the year the Proposer or its personnel became licensed by the Department of Commerce and Consumer Affairs' Division of Financial Institutions (DFI) as an Escrow Depository.
- b. Provide experience of the Proposer in delivering services comparable to those described under Tasks 1 through 3 in 5.0 Scope of Work.
- c. Identify the Proposer's availability to initiate and manage this project.
- d. Identify the primary personnel who will perform the work along with their professional qualifications and prior related work experience. In the case of new positions provide the qualifications for said positions.

- e. Describe background and capabilities in dealing with the various local, state, and federal agencies that may be involved in the project.
- B. Fee Schedule:
  - a. Submit a fee schedule for providing title commitments, title insurance, escrow, closing services, and any additional charges for services related to 5.0 Scope of Services (i.e. continental US and international courier fees, etc.).
  - b. For pricing that is a factor of acquisition price, describe the basis for calculating fees.
  - c. The County and/or seller can withdraw from escrow at any point prior to closing and Proposers must include cancellation fees and conditions in responses.
  - d. The Fee Schedule should include a statement of whether updates to a title insurance commitment result in additional charges and the amount thereof.
- C. Transaction Services:
  - a. Describe business practices, workflows, standard operating procedures, and other evidence that demonstrate the title company's capability to meet schedule deadlines without delays, cost escalations or overruns.
  - b. The proposal shall include details on how funds will be dispersed to lienholders, related associations, and sellers.
  - c. The proposal shall include details on electronic signature use and acceptance and identification required from seller for closing escrow.
- D. Time Frame: The proposal shall include the number of business days that is needed for the company to issue a commitment after a request for the commitment is made by the County as described under Tasks 1 through 3 in 5.0 Scope of Work and 6.2 Requirements.
- E. Financial Resources: Financial statements for the past two years.
- F. References: Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
- G. Additional Information: Any other information the Proposer would like the County to take into consideration when evaluating your proposal (e.g., white papers, testimonials, other publications). Section 9.1G submissions are not scored.

## 9.2 SUBMISSION OF PROPOSAL CONTENT

Proposers shall upload their signed proposal through [www.publicpurchase.com](http://www.publicpurchase.com) for the County of Hawai'i. The proposal shall be in PDF format presented in the final order specified.

The proposal, along with any required submittals and transmittal letter, shall be submitted NO LATER THAN 4:30 PM Hawai'i Standard Time, July 26, 2021 through [www.publicpurchase.com](http://www.publicpurchase.com) for the County of Hawai'i, with all correspondence addressed to:

Purchasing Division  
 Department of Finance  
 County of Hawai'i  
 25 Aupuni Street, Suite 1101  
 Hilo, Hawai'i 96720

No hardcopy proposals will be accepted.

The Proposer shall be solely responsible for the timely arrival of its proposal. Proposals will not be publicly opened, nor will the names of individuals or firms who have submitted proposals be made public until such time as an award is made or all proposals rejected. After award, all proposals shall be public information.

If any Proposer believes that information contained in its response to this RFP should be protected as proprietary/confidential, the Proposer should provide a redacted copy of their proposal to include "- redacted version" in the file name(s). Redactions must be limited so that the reviewer may understand the nature of the information being withheld.

If an agreement is entered into with the Proposer, the County of Hawai'i shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law. THE COUNTY WILL NOT HONOR ANY ATTEMPT BY AN PROPOSER TO DESIGNATE ITS ENTIRE RESPONSE AS PROPRIETARY AND/OR CONFIDENTIAL. If there is any dispute, lawsuit, claim, or demand as to whether such information is exempt from disclosure, Proposer shall defend and indemnify the County arising out of such dispute, lawsuit, claim or demand.

## **10.0 CONTACT FOR INFORMATION**

If Proposer requires additional information from the County, questions are only to be submitted electronically through [www.publicpurchase.com](http://www.publicpurchase.com). All Proposers are cautioned that no verbal information may be considered in providing a proposal. Only written addenda in response to written questions or comments will be considered as alteration to this request for proposal.

## **11.0 SPECIAL PROVISIONS**

### **11.1 PROPOSAL RECEIPT**

All proposals shall be made through the Public Purchase website and the signature page shall be signed by the Proposer with its business address and telephone number. All pages of the proposal, specifications, and these special provisions, including any referenced exhibits should be submitted with the proposal.

### **11.2 DURATION OF CONTRACT**

The term of the contract shall be for one (1) calendar year from the date of the Notice to Proceed. Unless terminated, the Contractor(s) and the County may extend the terms of the contract with provisions for up to five (5) 12-month periods, or portions thereof, without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (90) days prior to the expiration of the contract.

If either the Contractor(s) or the County desires not to renew the contract for any option periods, the party seeking non-renewal shall provide notice in writing to the other party at least ninety (90) days prior to the contract expiration.

### **11.3 PROPOSAL WITHDRAWAL**

No Proposer may withdraw its proposal after the hour set for opening thereof or before award of the contract unless said award is delayed for a period exceeding thirty (30) days.

## 11.4 TAX

All applicable taxes shall be included in the proposal price, including general excise taxes and use taxes, and exclude Federal Excise Taxes if any, unless otherwise specified in the specifications. The County of Hawai'i is exempt from the City and County of Honolulu's 0.5% General Excise Tax Surcharge.

## 11.5 PROPOSAL ACCEPTANCE/REJECTION

The County reserves the right to reject any and all proposals and to accept the proposals in whole or in part as best suited in the interest of the County, giving due consideration to price, quality of product and proven dependability and ability of each Proposer with respect to ability to serve the County subject to Chapter 103D, Hawai'i Revised Statutes (HRS), as amended, and its implementing administrative rules.

## 11.6 CODE OF ETHICS

If you are an officer or employee of the County of Hawai'i, or a business in which an officer or employee or officer or employee's immediate family has a controlling interest, the provisions of Hawai'i County Code §2-83(c) must be complied with before a contract for goods or services may be entered into with any County agency.

## 11.7 INSURANCE

The Proposer shall provide insurance coverage naming the County as additional insured, for the duration of the agreement, in the following coverages and amounts:

- A. General Liability Insurance, with minimum limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury or death per person and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for property damage.
- B. Workers Compensation Insurance, with the minimum limits as required by law.
- C. Proposer shall provide to the County the insurance deductible amounts for its policies and Proposer shall have sole responsibility for any portion of any deductible payment amounts.
- D. Professional Liability (Errors & Omissions) for any damages caused by an error or omission in the performance of professional services. With limits of not less than: \$1,000,000 Each Loss and \$2,000,000 Policy Aggregate Limit.

## 11.8 DEVIATIONS

The Director of Finance reserves the right to waive and/or accept any minor deviations from the specifications, if in her opinion, such waiver will be in the best interest of the County and that such waiver shall not materially affect the standards of performance, operations, capacities, or quality of the services offered.



## 11.9 PAYMENT

Payment for 5.0 Scope of Work Task 1 that does not go through escrow will be made as soon as practical in the normal course of business upon proper invoicing and satisfactory delivery of goods and/or services. Invoices should be mailed or delivered to the County of Hawai'i, Planning Department, Disaster Recovery Division, 100 Pauahi Street, Suite 200, Hilo, Hawai'i 96720.

Payment for 5.0 Scope of Work Tasks 2 and 3 that close through the escrow process will be made through pre-close wired funds sent directly to the awarded Contractor(s) per their standard operating procedures. The form of purchase agreement will not require the County to make an initial deposit of the purchase price into escrow.

## 11.10 PROTESTS AND FORUM SELECTION

Any protest regarding procurement law or procedure shall strictly follow the procedure described in Chapter 126, Hawai'i Administrative Rules, as amended, Department of Accounting and General Services, Subtitle 11, Procurement Policy Board. All protests must be filed in writing to Finance Director, County of Hawai'i. It shall be the responsibility of any protester to review all public documents relating to this RFP and its or any other vendor's contract award within five (5) working days of the date the information or action, which is the basis of the protest, became available for public inspection and file all protests within that period. Any protest regarding the content of this solicitation must be properly filed prior to the date set for the receipt of offers. While the County may make efforts to notify all participants of awards, failure to receive such notification shall not relieve any aggrieved bidder of their responsibility of reviewing public records on a timely basis and filing their protest within five (5) days of the date a "Notice of Award" is posted.

A non-selected Proposer may request a debriefing to review the County's basis of award by filing a written request for debriefing to Finance Director, County of Hawai'i within three (3) working days of the posting of the Notice of Award. A debriefing will be scheduled as expeditiously as possible, and the non-selected Proposer shall have an additional period of five (5) working days following the debriefing in which to file a protest as outlined above.

No other action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Court, County of Hawai'i, and State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other State or Federal Court.

## 11.11 INDEPENDENT PROPOSER

The awarded Proposer shall perform the contract as an independent Proposer and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages, suits, action and liability therefore, caused by error, omissions or negligence in the performance of the contract by the Proposer or its subcontractors or subconsultants, agents and/or employees, until such time as action against the Proposer for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of actions.



## 11.12 LAWS AND REGULATIONS

The awarded Proposer shall keep itself fully informed of all laws, ordinances, codes, rules and regulations and all changes thereto, which in any manner affect the contract and the performance thereof, including but not limited to:

- A. All Sections of the Hawai'i County Charter and Hawai'i County Code.
- B. Chapters 103 and 103D, HRS, as amended, relating to expenditure of public money and procurement.
- C. Chapter 321, HRS, as amended, relating to the Health Department.
- D. Chapter 376, HRS, as amended, relating to industrial safety.
- E. Chapter 378, HRS, as amended, relating to fair employment practices.
- F. Chapter 386, HRS, as amended, relating to worker's compensation.

The awarded Proposer shall comply with all such present laws, ordinances, codes, rules and regulations, and all changes thereto. If any discrepancy or inconsistency is discovered between the awarded contract and any such law, ordinance, code, rule or regulation, or other standard, the awarded Proposer shall forthwith report the same in writing to the Director of Finance.

## 11.13 TIME OF PERFORMANCE OF CONTRACT

Time is of the essence. Performance of the services under the contract shall be commenced on the commencement date designated in the notice to proceed and the services as required shall be completed as set forth therein.

## 11.14 DELAY IN PERFORMANCE OF CONTRACT

If any delay in the performance of the services under the awarded contract occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the awarded Proposer, including but not limited to, acts of God, acts of the public enemy, acts of the County with respect to the contract, acts of another Proposer in the performance of a contract with the County, fires, floods, epidemics (excepting any COVID-19 requirements), quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or subconsultants or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the awarded Proposer and such subcontractors or, or suppliers, then the awarded Proposer shall be granted an extension of the time for performance corresponding to the delay. If as a result of the delay completion of performance within the extended time would cause undue hardship to the awarded Proposer, the Director may, in her sole discretion, grant a further extension of the time for performance. No extension of time, however, shall be granted unless a written application therefore stating in detail the cause or causes of delay is filed by the awarded Proposer with the Director WITHIN TEN (10) CALENDAR DAYS after the commencement of the delay. The number of days of each extension of time shall be determined by the Director. No such extension shall be deemed a waiver of the right of the County to require the completion of the services under the awarded Contract within the time required herein as so extended by the specific terms of such extension or extensions, nor a waiver of the right to terminate the awarded Contract for any other or additional delay not covered by the specific terms of such extension or extensions.

## 11.15 PROSECUTION OF THE WORK

The awarded Proposer shall be available upon reasonable demand to discuss the progress of the services being performed under awarded Contract. All questions arising during the performance of the awarded Contract which must be resolved by the Director shall be brought to their immediate attention.

## 11.16 AUTHORITY OF THE DIRECTOR

Any question or dispute concerning any provision of the Contract which may arise during its performance shall be decided by the Director. The decisions of the Director shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that decisions on questions or disputes relating to acceptance of the services performed under the Contract, suspension or termination of the Contract, extension of time, reduction or increase in the compensation of the Proposer and payment shall become final and binding upon all parties only upon approval of the Director, and provided further that nothing herein shall be construed as making final and binding any decision of the Director on a question of law. Pending final decision of any dispute or question, the awarded Proposer shall proceed diligently with the performance of services under the awarded Contract in accordance with the decision of the Director.

## 11.17 INFORMATION PROVIDED BY THE COUNTY

The County will promptly place at the disposal of the Proposer all available pertinent information which the County may have in its possession. The County will certify to the accuracy of certain information in writing whenever it is necessary and reasonable to do so. The County does not represent that other information not certified as accurate is so and takes no responsibility therefore and the awarded Proposer shall rely on such information at its own risk.

## 11.18 REVIEW BY THE COUNTY

The County shall review all submittals and other work and data required to be made by the awarded Proposer and reject or approve such submittals in their entirety or approve the same subject to such deletions, additions and revisions as the County may deem necessary and proper. In submittals specified in the special provisions, all items not required by the County to be deleted, added or revised after review by the County and not defective by reason or error, omission or negligence on the part of the awarded Proposer, its subcontractors or subconsultants, agents or employees shall be deemed to have been approved.

## 11.19 COMPENSATION

The awarded Proposer shall be paid the amount stated in the written awarded contract or the amount determined in accordance with the Special Provisions, whichever is lower, less any reduction in compensation and plus any increase in compensation pursuant to paragraph 11.23 of these Special Provisions, as full compensation for the performance of the services under the Contract.

## 11.20 ABANDONMENT OF THE PROJECT; DEATH OR DISABILITY OF PROPOSER

In the event the County terminates the awarded Contract because it wishes to abandon, defer, restudy, or revise the project, or in the event the awarded Proposer, in the case of an individual, dies or becomes physically or mentally disabled, the awarded Proposer or its estate shall be compensated for the services performed to date as set forth in the Contract.

## 11.21 PROGRESS PAYMENTS

The awarded Proposer's compensation shall be paid in periodic progress payments only if specifically called for by a separate schedule in the Contract or Agreement. In the event there is no specific schedule, payment shall be in the normal course of business following the proper completion of all work, terms and conditions of the Contract.

## 11.22 REDUCTION OR INCREASE IN COMPENSATION

The compensation of the awarded Proposer shall be reduced whenever modification of the Contract or designs and plans pursuant to paragraph 11.24 of these Special Provisions reduces the services to be performed by the Proposer.

The compensation of the awarded Proposer shall be increased to reimburse it for increased costs to perform the services under Contract if performance of the services is delayed for more than six (6) months by an act or omission of the County. No such reimbursement, however, shall be made unless it files a written application therefor with the Officer-in-Charge within thirty (30) calendar days after termination of the delay. In addition, the compensation of the awarded Proposer shall be increased whenever modification of the Contract pursuant to paragraph 11.24 of these Special Provisions requires the Proposer to perform services not originally required under the Contract. For each such modification and each modification reducing the services to be performed by the Proposer, the compensation of the Proposer shall be increased or reduced in accordance with the supplemental agreement entered into by the selected Proposer and the County or if no supplemental agreement has been entered into, by an amount equal to the sum total of the following:

- A. Wages of employees actually engaged in the services required by the modification and the salary cost of principals when actually engaged in such services in the case of an increase in compensation or the wages of employees and the salary cost of principals who would have been so engaged in the case of a reduction in compensation;
- B. One hundred fifty percent (150%) of (a) for all other overhead, including bonus allowances, cost of supplies used, cost of transportation within the County required for the project and profit;
- C. Other direct costs, including the cost of transportation to and from destinations outside of the County of Hawai'i and long-distance telephone calls and/or data transmission costs; and
- D. The State of Hawai'i General Excise Tax payable by the awarded Proposer on A. and B. of this section.

## 11.23 MODIFICATIONS OF CONTRACT

The County may at any time make such modifications in the contract as it deems necessary and advisable. Such modifications shall be made by a supplemental agreement in writing or by written order of the Director; provided that modifications by such a written order shall be limited to modifications in the scope of services; and provided further those modifications involving no reduction or increase in compensation of the awarded Proposer may be made by written order of the Officer-in-Charge.

Upon receipt of a written order, the awarded Proposer shall proceed with the modification as ordered. If the awarded Proposer does not agree with any of the terms or conditions of or with the amount of the reduction or increase in compensation provided for in the order, it shall file with the Officer-in-Charge a written protest setting forth his reasons in detail within ten (10) calendar days after receipt of the order. The protest shall be disposed of pursuant to the provisions of paragraph 11.17 of these Special Provisions, AUTHORITY OF THE OFFICER-IN-CHARGE AND DIRECTOR. Failure to file such protest within the time specified shall constitute agreement on the part of the awarded Proposer with the terms, conditions and amount in the order.

In the event the awarded Proposer for reasons related to safety does not agree with and refuses to proceed with the modifications required by the County in the written order, the Director may allow the awarded Proposer to withdraw from the Contract without breach, provided the awarded Proposer files with the Director a written protest setting forth its reasons in detail within ten (10) calendar days after receipt of the order. If withdrawal is allowed, the awarded Proposer shall be compensated in the same proportion of the compensation services to be performed under the Contract.

## 11.24 ASSIGNMENT OF MONEY DUE OR PAYABLE

Assignments of money due or to become payable to the awarded Proposer under the Contract shall not be valid without the prior written consent of the Director. The rights of the assignee to moneys due or to become due to the Proposer shall be subject to paragraph 11.29 of these Special Provisions.

## 11.25 ACCEPTANCE AND FINAL PAYMENT

Final payment will be made only after the issuance of a notice of final approval and acceptance by the Director advising the awarded Proposer of the satisfactory fulfillment of the terms of the Contract. Acceptance by the awarded Proposer of the final payment shall constitute payment in full for all services performed under the Contract.

## 11.26 RIGHT OF THE COUNTY TO TERMINATE

The County shall have the right to suspend performance of the services under the Contract or terminate the Contract in whole or in part at any time by written notice to the awarded Proposer. Upon termination, all data, reports, estimates, summaries, completed work and work in progress and such other information and materials as may have been accumulated by the awarded Proposer in the performance of its services shall, in the manner and to the extent determined by the Officer-in-Charge, become the property of and be delivered to the

County. If the termination is for reasons other than default of the awarded Proposer as provided in paragraph 11.28 of these Special Provisions, the Proposer shall be compensated in accordance with paragraph 11.23 of these Special Provisions.

## 11.27 TERMINATION BECAUSE OF PROPOSER'S DEFAULT

The County shall have the right to terminate the awarded contract because the Proposer:

- A. Fails to begin work under the Contract at the time required; or
- B. Is unnecessarily delaying the performance of the Contract or any part thereof; or
- C. Is failing to perform the Contract with sufficient or adequate personnel, equipment or materials or is not making sufficient progress to ensure the completion of the Contract within the time specified; or
- D. Fails to perform the Contract in accordance with direction of the Officer-in-Charge; or
- E. Discontinues performance of the Contract; or
- F. Fails to re-commence performance of the Contract within a reasonable time after service of a written order to do so if the performance had been suspended; or
- G. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
- H. Allows any final judgment to stand against it unsatisfied for a period of ten (10) calendar days; or
- I. Makes an assignment for the benefit of creditors; or
- J. Fails to pay for all labor, tools, materials and equipment; or
- K. Has abandoned the Contract; or
- L. Violates or fails to comply with any of the terms, covenants and conditions of the Contract.

In the event of any such termination, the County may enter into a new contract with another Proposer and pay a reasonable compensation for such services as may be necessary to properly complete the services under the originally awarded contract.

The fee of such other Proposer shall be paid from any unexpended amount of the compensation under the contract. Should the compensation of such other Proposer exceed such unexpended amount, then the awarded Proposer shall reimburse the County for the difference as part of the damages caused by awarded Proposer's default.

The provisions of this subsection shall not apply if the awarded Proposer is an individual and the default is due to his death or mental or physical disability.

## 11.28 AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE

The County may withhold such amounts from the money due or to become payable under the Contract to the awarded Proposer, or any assignee under paragraph 11.25 of these Special Provisions, as may be necessary to protect the County against liability or to satisfy obligations of the awarded Proposer to the County and to employees, subcontractors or subconsultants, and material men who have performed labor or furnished material and equipment under the Contract and may make such payments from such amount as may be necessary to discharge such obligations and protect the County.

## 11.29 REMEDIES NOT EXCLUSIVE

The express provision herein of certain measures which may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.

## 11.30 CIVIL SERVICE

It is understood and agreed that any services to be provided in accordance with the terms of this Contract may be terminated immediately, in whole or in part, upon a finding by the County that these services must be provided by public employees, pursuant to Civil Service Laws or that such services will be discontinued. It is further understood, that should such a finding be made, the County will not be liable under this Contract for any resulting damages, and such a termination will not be considered a breach of this this RFP or the awarded contract.

## 11.31 CONSTRUCTION OF CONTRACT

The masculine, feminine or neuter shall be deemed to embrace and include the masculine, feminine or neuter and the singular shall be deemed to embrace and include the plural, whenever required in the context of the Contract.

## 11.32 RESPONSIBILITY OF PROPOSERS

Proposer is advised that if awarded a contract this solicitation, for any single item exceeding \$2,500.00, awarded Proposer shall, upon award of the contract, furnish proof of compliance with the requirements of HAR §3-122-112:

- A. Chapter 237, tax clearance
- B. Chapter 383, unemployment insurance.
- C. Chapter 386, workers' compensation'
- D. Chapter 392, temporary disability insurance.
- E. Chapter 393, prepaid health care; and
- F. One of the following:
  - Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or
  - Be registered to do business in the State. (Hereinafter referred to as a "compliant non-Hawai'i business").

## 11.33 METHOD OF AWARD:

The award shall be made to the highest ranked responsive and responsible Proposer(s) as determined by this request for proposals. If the terms are not agreeable to the successful Proposer and if agreement cannot be reached by both parties, the award may be dissolved without penalty to either.

Reference Responsibility of Proposers in §3-122-112, HAR, as amended. Proposer shall produce documents to the procurement officer to demonstrate compliance with this section.



### Certificate of Proposer Compliance

Proof of a Proposer's compliance shall be mandatory for all awards \$2,500 or greater in accordance with the requirements of Hawai'i Revised Statutes 103D-310(c), as amended. Acceptable proof shall be provided to the County prior to award and for final payment through Hawai'i Compliance Express (HCE).

Hawai'i Compliance Express provides a vendor's proof of compliance for the following:

- A. Certificate of Good Standing from the Department of Commerce and Consumer Affairs (DCCA)
- B. Tax clearances (federal and state) from the Internal Revenue Service (IRS) and the Department of Taxation (DOTAX)
- C. HRS Chapters 383 Hawai'i Employment Security Law, 386 Worker's Compensation law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act from the Department of Labor and Industrial Relations (DLIR)

Proposers may register with Hawai'i Compliance Express at <http://vendors.ehawaii.gov>, which charges a nominal subscription fee and takes approximately two weeks to establish an account. While not required, it is strongly recommended that Proposers that are not already registered start that process prior to bid submission.

If a Proposer is unable to obtain their "compliant" Hawai'i Compliance Express certificate within a reasonable amount of time, and there is an urgent need for the requested good or service, the County, upon written notification to the Proposer, may proceed to the next lowest priced responsive and responsible Proposer.

Timely Submission of all Certificates: The above certificates should be applied for and submitted to the County as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a Proposer otherwise responsive and responsible may not receive the award.

### 11.34 NON-DISCRIMINATION IN COUNTY CONTRACTS

Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005. During the performance of this contract, the awarded Proposer agrees as follows:

- A. The awarded Proposer shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in Federally assisted programs.
- B. The awarded Proposer shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or Federal law. The Proposer shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by State or Federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;



recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The awarded Proposer agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- C. The awarded Proposer shall in all solicitations or advertisements for employees placed by or on behalf of the awarded Proposer, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by State or Federal law.
- D. In the event of the awarded Proposer's noncompliance with the nondiscrimination clauses of an awarded contract, the contract may be canceled or suspended in whole or in part and the awarded Proposer may be declared ineligible for further County contracts until such time that the awarded Proposer by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- E. The awarded Proposer who subcontracts any portion of the contract shall assure the County that such subcontractor or subconsultant shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor or subconsultant who is found in violation of such provisions shall subject the awarded Proposer's contract with the County to be terminated or suspended pursuant to subsection 9.35(D) above.
- F. The County may direct any bidder, prospective Proposer, or subcontractor or subconsultant to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by State or Federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

### 11.35 HOLD HARMLESS

- A. The awarded Proposer shall indemnify, reimburse, save, defend and hold harmless the County, and all of its officers, agents, employees, guests or business visitors from and against all costs, expenses, damages and attorney's fees resulting from any and all claims, demands, suits, actions, or proceedings for property damage or personal injury, including death, arising out of, resulting from, or in connection with any contract entered into as a result of this Request for Proposals, irrespective or notwithstanding that the negligence of the County, its officers, agents, or employees are alleged to have caused or contributed to such property damage or personal injury claims.
- B. The County is not in any way responsible for awarded Proposer's compliance or non-compliance with any County, State or Federal laws, rules, regulations or permitting requirements or conditions for operation of Proposer's business or related activities. The awarded Proposer shall indemnify, reimburse, save, defend and hold harmless the County of Hawai'i, and all of its officers, agents, employees, guests or business visitors from and against all costs, expenses, damages, fines, penalties, obligations and attorney's fees resulting from any notices of violations, citations, claims, demands, suits, actions, or proceedings for alleged or actual violations of

any and all County, State, Federal or other laws, rules, regulations, permit requirements or other regulatory issues connected with or arising out of Proposer's business or operations in any way related to this contract.

### **11.36 NON-DEBARMENT REQUIREMENTS**

The awarded Proposer shall certify that they were not debarred by the State of Hawai'i or the United States Federal government at the time of bidding and will further certify that the company/individual shall immediately notify the County of Hawai'i should their debarment status change anytime during the agreement period.

### **11.37 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY PROPOSERS PROHIBITED**

If awarded a contract in response to this solicitation, Proposer agrees to comply with HRS § 11-355, as amended, which states that campaign contributions are prohibited from a State or county government awarded Proposer during the term of the contract if the awarded Proposer is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

**Exhibit A-1**

**Kilauea Voluntary Housing Buyout Program Escrow Services  
Cover Page**

Incomplete proposals or proposals submitted after the deadline may NOT be accepted or reviewed.

Name of Organization: TITLE GUARANTY OF HAWAII, LLC	Address 235 QUEEN STREET
City, State, Zip HONOLULU, HI, 96813	Phone 808-539-7739
Description of Business: business type (corporation, partnership, etc.), Organizational history, years in business, size  Title Guaranty Hawaii is the oldest and largest title company in the state. We have been owned and operated by a kama'aina family since 1896. Our in-depth, local knowledge and more than 300 employees in branches statewide ensure thorough, fast solutions for every type of Hawaii-specific real estate situation.	
Description of Specialized Services: (type of service and years of experience in specialized area)  Title Guaranty has provided over 120 years of examination and title services and over 60 years of escrow services to the real estate industry.	
CEO Name: MICHAEL B. PIETSCH	CEO Phone: 808-533-5632
RFP Contact Name TRACY YAMANAKA	RFP Contact Title: VICE PRESIDENT, TITLE OPERATIONS
RFP Contact Phone: RFP Contact Fax: 808-539-7739            808-521-0221	RFP Contact Email: tyamanaka@tghawaii.com

Please limit your response to the following questions to the space on this page.

During the last five years, has Proposer had a contract terminated for default? If yes, please provide detailed explanation.

NO

During the last five years, has Proposer been assessed any penalties under existing or past contracts? If yes, please explain.

NO

During the last five years, has Proposer, subsidiary or intermediary company, parent company or holding company been the subject of any order, judgement or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business, practice or activity or if trading in the stock of the companies has been suspended? If yes, please explain.

NO

**B. FEE SCHEDULE:**

- a. Title insurance premiums for the issuance of a Standard Owner's Policy will be based on the County's acquisition price and charged according to Title Guaranty's Insurance Premium Schedule affixed herein as Attachment No. 1.

Escrow fees for services rendered will be based on the County's acquisition price and charged according to Title Guaranty's Escrow Fee Schedule affixed herein as Attachment No. 2. Additional fees may be assessed for documentation services and coordination of out-of-state or foreign notarizations.

The cost for issuance of the preliminary title report as defined in Task 1 of Section 5.0 Scope of Work, is inclusive with the premium for issuance of a Standard Owner's Policy. Transactions that have been provided a complete preliminary title report, and will not be fulfilled with a County acquisition and/or subsequent issuance of a Standard Owner's Policy will be subject to a cancellation fee of \$200.00+ tax.

- b. Calculation of fees based on acquisition price has been explained above and is set forth in Attachment No. 1 and Attachment No. 2.
- c. A \$200.00 + tax cancellation fee will be applicable for all transactions that have been provided a complete preliminary title report, and have not been fulfilled with a County acquisition and /or subsequent issuance of a Standard Owner's Policy. Upon the County's receipt of the preliminary title report in Task 1, if the County determines that an offer will not be pursued, the County must notify Title Guaranty of the intended cancellation. At which time Title Guaranty will proceed to cancel and final bill the County for the preliminary title report. If through Task 2 and Task 3, the County or seller opts to withdraw from the escrow transaction, the County must notify Title Guaranty of the intended cancellation. At which time, Title Guaranty will proceed to cancel and final bill the County for the preliminary title report. No additional cancellation fees will be applicable to cancelling the escrow account.
- d. Preliminary Title Report updates will be provided upon request, up to one year from the original date of issuance of the preliminary title report at no additional charge to the County; not to exceed (4) four updates within one year.



Foreign Real Property Tax Act (FIRPTA) withholding shall be paid by cashier's check to the Internal Revenue Service.

Association disbursement shall be paid by check.

- c. Escrow utilizes DocuSign, a nationally recognized provider of e-signature technology, for most of Title Guaranty's escrow paperwork that is not intended to be recorded with the State of Hawaii, Bureau of Conveyances. Documents to be notarized are physically signed in front of a duly-commissioned notary public who is required to identify the signer according to the laws of the State in which they are commissioned.

#### D. TIME FRAME:

- a. The Preliminary Title Report will be furnished within 10 business days from receipt of a single transaction request.

In the event the County submits its requests in bulk, Title Guaranty will produce the Preliminary Title Report based on the following time frames:

Requests up to 100 properties: Completion of Preliminary Title Reports within 45 business days  
Requests up to 200 properties: Completion of Preliminary Title Reports within 75 business days  
Requests up to 300+ properties: Completion of Preliminary Title Reports within 90 business days

Delivery of Preliminary Title Reports will be released and transmitted electronically on a rolling basis immediately upon completion. Final completion of the entire listed bulk request will be set forth within the given time frames noted.

If upon its assessment, Title Guaranty determines a property as complicated or containing possible broken titles and falling outside of its scope to produce a report, Title Guaranty will notify the County of its inability to produce the report for the stated property. Notification of the inability to produce a report will be given within 3 days from receipt of a single inquiry; and within 10 days from receipt of any bulk listing inquiry.

#### E. FINANCIAL RESOURCES:

- a. Consolidated Financial Statements for 2019 and 2020 will be made available for perusal to a specified County official upon request. Title Guaranty wishes to refrain from releasing any duplication of its financial records in this public proposal for reasons of confidentiality; however, will be amenable to coordinating an in-person appointment with the County to review its statements.



Title and Escrow is our business. Hawaii is our home.



**ATTACHMENT NO. 1**  
**TITLE INSURANCE PREMIUM SCHEDULE**

**TG****TITLE GUARANTY  
HAWAII****Title Insurance Premium Schedule (Effective July 23, 2018) (Continued)**

<b>INSURANCE COVERAGE UP TO</b>	<b>PREMIUM FOR STANDARD OWNER'S POLICY OR ALTA LOAN POLICY</b>	<b>60% SELLER'S PORTION</b>	<b>40% BUYER'S PORTION</b>
\$2,050,000	\$5,300	\$3,180	\$2,120
\$2,100,000	\$5,375	\$3,225	\$2,150
\$2,150,000	\$5,425	\$3,255	\$2,170
\$2,200,000	\$5,500	\$3,300	\$2,200
\$2,250,000	\$5,575	\$3,345	\$2,230
\$2,300,000	\$5,600	\$3,360	\$2,240
\$2,350,000	\$5,675	\$3,405	\$2,270
\$2,400,000	\$5,700	\$3,420	\$2,280
\$2,450,000	\$5,750	\$3,450	\$2,300
\$2,500,000	\$5,800	\$3,480	\$2,320
\$2,550,000	\$5,850	\$3,510	\$2,340
\$2,600,000	\$5,900	\$3,540	\$2,360
\$2,650,000	\$5,950	\$3,570	\$2,380
\$2,700,000	\$6,000	\$3,600	\$2,400
\$2,750,000	\$6,050	\$3,630	\$2,420
\$2,800,000	\$6,100	\$3,660	\$2,440
\$2,850,000	\$6,150	\$3,690	\$2,460
\$2,900,000	\$6,200	\$3,720	\$2,480
\$2,950,000	\$6,250	\$3,750	\$2,500
\$3,000,000	\$6,300	\$3,780	\$2,520

For transaction amounts above \$3,000,000 or to place your title order: Please call (808) 533-6261;  
fax request to (808) 521-0210; or email [title@tghawaii.com](mailto:title@tghawaii.com)

**A Note About Title Premiums and Charges:**

- The purpose of the preceding schedule is to indicate the premiums ordinarily applicable to the amount of insurance coverages shown, and contemplates the ordinary condition of title. If unusual conditions of title are encountered, multiple chains of title are involved or if special or unusual risks are insured against additional premiums may be charged. Additional fees may also be charged by Title Guaranty for special or extraordinary services performed beyond those which are ordinarily incurred in connection with issuing a policy of title insurance.
- A preliminary report provides information similar to a status report and is ordinarily issued in contemplation of the issuance of title insurance. It does not provide title insurance coverage or liability. It is usually one of the first steps in a sales or mortgage transaction, assists the parties and their agents in determining what title matters need to be addressed prior to closing, and provides the basis for the drafting of the conveyance documents.
- The charge for an ALTA Homeowner's Policy of Title Insurance and an ALTA Expanded Residential Loan Policy are each 110% of the premium for a Hawaii Standard Owner's Policy. The basic premium for an ALTA (extended) Owner's Policy is 150% of the premium for a Hawaii Standard Owner's Policy.





**TG**

**TITLE GUARANTY  
HAWAII**

## **OTHER REPORTS**

- **STATUS REPORT**

A Status Report is ordinarily requested by someone who wishes to know the current status of title to a certain property based on a search of the public records. It is not title insurance and the report is issued by Title Guaranty. Title Guaranty's responsibility for any actual loss is limited to the lesser of \$3,500 or two times the amount paid for the Status Report. A Status Report names the persons or entities in whom the searched public records indicate the title is vested, subject to the matters shown in Schedule B, as of the date of the Status Report. Minimum charge by Title Guaranty is \$400.00.

- **LIEN REPORT**

A report issued by Title Guaranty which reflects outstanding liens or judgments against an individual or entity that are recorded in the Hawaii Bureau of Conveyances as of the date stated in the report. The documents reflected in the report may include State Tax Liens, Federal Tax Liens, Circuit Court Judgments, District Court Judgments, Federal Court Judgments, and Family Court Judgments. Minimum charge by Title Guaranty is \$75.00. There is no charge for a Lien Report provided in conjunction with an insured sale or refinance transaction.

- **FINANCING STATEMENT REPORT**

A report issued by Title Guaranty which reflects financing statements and continuation statements recorded under a person's or entity's name in the Hawaii Bureau of Conveyances, within five years and six months prior to the date stated in the report. Minimum charge by Title Guaranty is \$50.00 for the first four names. Under Article 9 of Hawaii's Uniform Commercial Code (effective as of July 1, 2001), financing statements that affect Hawaii property might be recorded in other states. If requested for an additional fee, Title Guaranty can arrange to obtain a financing statement report derived from public records in other states.

- **PROPERTY SEARCH REPORT**

A report based on a search of the pertinent records of the Hawaii Bureau of Conveyances which identifies real property in the State of Hawaii in which a specified person or entity has a recorded ownership interest as of the date stated in the report. Minimum charge by Title Guaranty is \$150.00.

- **EXPRESS PROPERTY AND LIEN REPORT (EXPRESS REPORT)**

A limited report providing the name of the current titleholder of the property as reflected by the pertinent records of the Hawaii Bureau of Conveyances which including existing mortgages, lis pendens, tax liens, or judgments indexed against the property owner. It also included the property's real property tax information, as of the date stated in the report. Minimum charge by Title Guaranty is \$125.00.

The applicable State of Hawaii general excise tax will be added to all charges except title insurance premiums.

**TG****TITLE GUARANTY  
HAWAII**

## Minimum Escrow Fees (Effective July 23, 2018)

SALES PRICE UP TO	ESCROW FEE	50% ESCROW FEE
\$100,000	\$835.00	\$417.50
\$150,000	\$965.00	\$482.50
\$200,000	\$1,095.00	\$547.50
\$250,000	\$1,230.00	\$615.00
\$300,000	\$1,365.00	\$682.50
\$350,000	\$1,485.00	\$742.50
\$400,000	\$1,585.00	\$792.50
\$450,000	\$1,680.00	\$840.00
\$500,000	\$1,775.00	\$887.50
\$550,000	\$1,860.00	\$930.00
\$600,000	\$1,940.00	\$970.00
\$650,000	\$2,025.00	\$1,012.50
\$700,000	\$2,120.00	\$1,060.00
\$750,000	\$2,200.00	\$1,100.00
\$800,000	\$2,280.00	\$1,140.00
\$850,000	\$2,345.00	\$1,172.50
\$900,000	\$2,415.00	\$1,207.50
\$950,000	\$2,475.00	\$1,237.50
\$1,000,000	\$2,550.00	\$1,275.00
\$1,050,000	\$2,620.00	\$1,310.00
\$1,100,000	\$2,695.00	\$1,347.50
\$1,150,000	\$2,760.00	\$1,380.00
\$1,200,000	\$2,835.00	\$1,417.50
\$1,250,000	\$2,900.00	\$1,450.00
\$1,300,000	\$2,965.00	\$1,482.50
\$1,350,000	\$3,040.00	\$1,520.00
\$1,400,000	\$3,100.00	\$1,550.00
\$1,450,000	\$3,165.00	\$1,582.50
\$1,500,000	\$3,235.00	\$1,617.50
\$1,550,000	\$3,295.00	\$1,647.50
\$1,600,000	\$3,355.00	\$1,677.50
\$1,650,000	\$3,425.00	\$1,712.50
\$1,700,000	\$3,510.00	\$1,755.00
\$1,750,000	\$3,590.00	\$1,795.00
\$1,800,000	\$3,665.00	\$1,832.50
\$1,850,000	\$3,730.00	\$1,865.00
\$1,900,000	\$3,800.00	\$1,900.00
\$1,950,000	\$3,865.00	\$1,932.50
\$2,000,000	\$3,940.00	\$1,970.00



**TG**

**TITLE GUARANTY  
HAWAII**

### **OTHER ESCROW CHARGES (Continued)**

- Continental USA courier and escrow handling fee is \$50.00. International courier and escrow handling fee is \$100.00 (one-way only) utilizing international express mail services.
- Filling out and submitting the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) payment forms or the Hawaii Real Property Tax Act (HARPTA) payment forms will be provided at a cost of \$50.00 per reporting. (Note: Escrow does not provide tax advice.)
- Additional escrow fees will apply for a non-real estate brokered transaction. The additional escrow fee is \$250.00 to each applicable party.
- Tax-deferred Exchange parties will be charged the scheduled rate plus a minimum fee of \$300.00.
- Satisfaction of Agreement of Sale transactions will be charged at the schedule rate based on the sales price.
- When a Satisfaction of an Agreement of Sale is included in a resale transaction, where the Seller is the Vendee on the existing Agreement of Sale, an additional \$250.00 charge to the Seller (Vendee) will be made.
- Holding Escrow – A \$750.00 minimum set up fee with a minimum charge of \$125.00 per year. Each disbursement charge is \$125.00.
- Accommodation signing fee for non-escrowed transaction is \$150.00.
- Short Sale and REO transactions may be assessed an additional fee depending on the amount of work required.
- Additional charges may be assessed when title services are performed with another company.

**PRELIMINARY REPORT**  
(No Liability Hereunder)

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it for the purpose of facilitating the issuance of a policy of title insurance by Title Guaranty of Hawaii, LLC and no liability will arise under this report.

-----  
**SCHEDULE A**

Title Guaranty of Hawaii, LLC (the "Company") hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

JOE SELLER,  
unmarried,  
as Tenant in Severalty  
as Fee Owner

This report is dated as of July 10, 2021 at 8:00 a.m.

**Inquiries concerning this report should be directed to:**

Title Officer - \_\_\_\_\_.

Email: \_\_\_\_\_.

**Inquiries concerning escrow should be directed to:**

Escrow Officer - \_\_\_\_\_.

Email: \_\_\_\_\_.

Please reference Order No. \_\_\_\_\_, Escrow No. \_\_\_\_\_.

SCHEDULE B CONTINUED

6. MORTGAGE

MORTGAGOR : JOE SELLER, unmarried

MORTGAGEE : 123 MORTGAGE COMPANY

DATED : October 2, 1995

RECORDED : Document No. 95-123456

AMOUNT : \$87,654.321

ABOVE MORTGAGE ASSIGNED

TO : AMERICAN SAVINGS BANK, F.S.B., a Federal savings  
bank

DATED : November 30, 2012

RECORDED : Document No. A-47370595

7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
  
8. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
  
9. The land has no access to a public roadway. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss or damage by reason of lack of access to and from the land.

**END OF SCHEDULE B**

## GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

DATE PRINTED: \_\_\_\_\_

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.  
(3) 1 2 003 004 0000

CLASS: RESIDENTIAL AREA ASSESSED: 5,000 sf

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2021

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	100,000
EXEMPTION	\$	0
NET VALUE	\$	100,000
LAND	\$	50,000
EXEMPTION	\$	0
NET VALUE	\$	50,000
TOTAL NET VALUE	\$	150,000

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2021

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2020	2	123.45				123.45	PAID
2020	1	123.45				123.45	PAID
2019	2	123.45				123.45	PAID
2019	1	123.45				123.45	PAID

The real property tax information provided is based on information furnished by the respective counties, is deemed reliable but not guaranteed, and no warranties are given express or implied. Billing and tax collection details may have changed. Please refer to the appropriate county real property tax offices for any further information or updates for the subject property.



**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

**Vendor Name:** TITLE GUARANTY OF HAWAII, LLC

**Issue Date:** 07/19/2021

**Status:** Compliant

Hawaii Tax#: 10227066-88  
New Hawaii Tax#: GE-1022706688-01  
FEIN/SSN#: XX-XXX0788  
UI#: XXXXXX3915  
DCCA FILE#: 179207

**Status of Compliance for this Vendor on issue date:**

<b>Form</b>	<b>Department(s)</b>	<b>Status</b>
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

<b>Status</b>	<b>Description</b>
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information





**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

**Vendor Name:** **TITLE GUARANTY ESCROW SERVICES, INC.**

**Issue Date:** **07/19/2021**

**Status:** **Compliant**

Hawaii Tax#: 20274896-01  
New Hawaii Tax#: GE-0962439168-01  
FEIN/SSN#: XX-XXX2598  
UI#:   
DCCA FILE#: 7506

**Status of Compliance for this Vendor on Issue date:**

<b>Form</b>	<b>Department(s)</b>	<b>Status</b>
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

<b>Status</b>	<b>Description</b>
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

No. 3

# State of Hawaii

DEPARTMENT OF REGULATORY AGENCIES

License Fee \$25.00

## Escrow Depository Business License

*Know All Men, that, in conformity with the requirements of and subject to the laws of the State of Hawaii relating to Escrow Depository Licensees,*

TITLE GUARANTY ESCROW SERVICES, INC.

incorporated under the laws of HAWAII on MAY 14, 1959  
is hereby licensed to do business at 235 QUEEN STREET, HONOLULU, HAWAII  
in accordance with the laws of the State of Hawaii regulating such licensees.

Given Under My Hand and the Seal of the Department of  
Regulatory Agencies

at Honolulu this 1ST day of FEBRUARY A.D. 1968



DIRECTOR OF REGULATORY AGENCIES

THIS LICENSE MUST BE DISPLAYED AT PLACE OF BUSINESS AND IS NOT TRANSFERABLE OR ASSIGNABLE

OPERATING AGREEMENT  
of  
TITLE GUARANTY OF HAWAII, LLC,  
a Hawaii Limited Liability Company

THIS AGREEMENT, made effective as of and from the 31<sup>st</sup> day of August, 2017, by and between TITLE GUARANTY OF HAWAII, LLC, a Hawaii limited liability company with its principal office in Honolulu, Hawaii (the "Company"), and TITLE GUARANTY HOLDING COMPANY, INC., a Hawaii corporation located in Honolulu, Hawaii (being sometimes individually referred to as "TGH", or as a "Member", and collectively referred to, together with permitted future members, permitted successors, and assigns, as the "Members").

W I T N E S S E T H :

Whereas, TGH has formed the Company in order to merge the Company with Title Guaranty of Hawaii, Inc. ("TGI"), to acquire and operate the title search and title insurance brokerage business currently conducted by TGI, and to facilitate the sale of an interest in the business conducted by TGI to FNTS Holdings, LLC; and

Whereas, TGH desires to set forth the terms, and relative rights and responsibilities, according to which it has formed the Company and which will govern relations among the Member, Manager, and the Company, prior to the admission of other Members, and

Whereas, TGH further desires to set forth the terms and conditions for the operation and management of the Company.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article I

Location, Purpose, Rights, and Powers

1. Place of Principal Office. The location of the principal office of the Company shall be in Honolulu, Hawaii. The initial mailing address of the Company will be 235 Queen Street, Honolulu, Hawaii 96813. The Company may have branch offices at such other locations within and outside of the State of Hawaii and the United States as its business may from time to time require and as its Manager may deem advisable.

3. Interest and Return of Capital Contribution. No Member shall receive any interest on its capital contribution. Except as otherwise specifically provided herein, no Member shall be allowed to withdraw or have refunded any capital contribution.

4. Capital Accounts. Separate Capital Accounts shall be maintained for each Member in accordance with the following:

(a) To each Member's Capital Account there shall be credited the fair market value of such Member's initial capital contribution and any additional capital contributions, such Member's distributive share of profits, and the amount of any Company liabilities that are assumed by such Member or that are secured by any property distributed by the Company to such Member.

(b) To each Member's Capital Account there shall be debited the amount of cash and the fair market value of such Member's distributive share of property distributed to such Member, such Member's distributive share of losses, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) The Capital Account shall also include a pro rata share of the fair market value of any property contributed by any person who is not a Member, such value to be the same value reported for federal gift tax purposes if a gift tax return is filed.

(d) If any Member makes a non-pro rata capital contribution to the Company or the Company makes a non-pro rata distribution to any Member, the Capital Account of each Member shall be adjusted to reflect the then fair market value of the assets held by the Company immediately before such contribution or distribution.

5. Loans to the Company. If the Company has insufficient funds to meet its obligations as they become due, or to carry out its regular affairs, then the Company may, but shall not be required to, borrow necessary funds from one or more Members; provided that the terms of such borrowing shall be commercially reasonable and the Company shall not pledge its assets to secure repayment of such borrowing.

6. Effect of Sale or Exchange. In the event of a permitted sale or other transfer of a Percentage Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee, in proportion to the percentage of the interest transferred.

7. Distributions. All distributions of cash or other property, including distributions made in connection with the Company's dissolution, which are governed by Article VII below, shall be made to the Members in proportion to their respective Percentage

- (e) To purchase and sell securities;
- (f) To represent the Company at meetings of any companies in which the Company has an ownership interest, and to vote on behalf of the Company at such meetings;
- (g) To open and maintain bank accounts, investment accounts, and other arrangements, sign and present checks and other orders for the payment of money, and designate individuals who have authority to sign or give instructions regarding those accounts and arrangements;
- (h) Collect funds due to the Company;
- (i) Acquire, utilize for Company purposes, maintain, and dispose of assets of the Company;
- (j) To the extent that funds of the Company are available therefor, pay debts and obligations of the Company;
- (k) To borrow money or otherwise commit the credit of the Company for Company activities, and voluntarily prepay or extend any such borrowings;
- (l) To employ from time to time persons or legal entities for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, suppliers, repair persons, accountants, laborers, and attorneys, on such terms and for such compensation as the Manager shall determine, notwithstanding that any Member may have a financial interest in such firms or entities;
- (m) Make tax elections, register the Company as a tax shelter and furnish to the Internal Revenue Service lists of investors in the Company, if required under applicable provisions of the Internal Revenue Code;
- (n) To obtain general liability, property, and other insurance for the Company, as the Manager deems necessary or appropriate; and
- (o) To do and perform any act and execute, acknowledge, and deliver any and all such instruments as may be in furtherance of the Company's purposes and necessary or appropriate to the conduct of its business.

11. Need Not Be a Member. A person may be appointed and may serve as Manager who does not own any interest as a Member of the Company.

#### Article V Distributions

1. Distributions shall be made at such times as the Manager determines.
2. Pro-Rata. All distributions of cash or other property to the Members by the Company will be made to the Members pro rata in accordance with their Percentage Interests.
3. All Distributions. The above shall apply to all distributions by the Company, including liquidating distributions.

#### Article VI Tax Characterization and Returns

Until such time as there are two or more members, the Company shall be disregarded for State and Federal tax purposes and the activities of the Company shall be deemed to be activities of the Member.

#### Article VII Restrictions on Transfer and New Issuance

1. Scope of Agreement. Every Transfer (as defined below) of any Percentage Interest, profits interest, or other ownership rights in the Company ("Membership Rights"), whether voluntarily or by operation of law, shall be subject to the terms of this Agreement. For purposes of this Agreement, the term "Transfer" shall mean and refer to any sale, gift, assignment, transfer, encumbrance, pledge, or other disposition, whether voluntary, in bankruptcy, by order of court, by settlement, in division of property in connection with a divorce, as the result of death, by operation of law, or otherwise.
2. Restrictions on Transfers of Membership Rights; Nonconforming Transfers Void. Except as otherwise specifically provided in this Agreement, no Member shall Transfer, in any manner or by any means whatsoever, any Member's Membership Rights without the prior written consent of the Manager and all of the Members, which consent they may withhold in their sole discretion. Any and every Transfer of any Membership Rights or Percentage Interest in violation of this provision of this Agreement shall be null and void and of no force and effect whatsoever, and shall not be entered in the ownership or membership transfer records of the Company.

subsection 4 without the written consent of all Members. Provided, however that upon admission of additional Members and adoption of an amended or restated operating agreement, this Agreement shall terminate and be superseded by such amended and/or restated operating agreement.

5. Calculation of Time. In computing any period of time prescribed in this Agreement, the day of the event from which the designated period of time begins to run shall not be included. The last day so computed shall be included unless it is a Sunday or holiday. For the purposes of this Agreement, a 'holiday' shall be deemed to be any day pursuant to Section 8-1, Hawaii Revised Statutes, as it may be hereafter amended or recodified.

6. Additional Definitions. As and whenever used in this Agreement, unless the context otherwise clearly requires:

(a) The term "Company" shall mean TITLE GUARANTY OF HAWAII, LLC and its successors.

(b) The terms "Member" or "Members" shall mean and include any or all, as the case may be, of the Members named above and their respective heirs, executors, administrators, other personal representatives, successors, and assigns.

7. Pronouns; Number. Any masculine personal pronoun contained herein shall be considered to mean and include the corresponding feminine personal or neuter personal pronoun, and references in the singular (e.g., "Member") shall be deemed to include the plural, as the context, when applied, requires.

8. Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person (including the Company) against whom such action or proceeding is brought hereby waives the claim or defense therein that such party has an adequate remedy at law.

9. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein (i) shall be given in writing by hand delivery or by registered or certified mail which shall be addressed, in the case of the Company, to its principal office, and in the case of a Member, to his residence address appearing on the books of the Company, or to such other address as may be designated in writing by him or it; and (ii) shall be deemed received two (2) days after being deposited, postage prepaid, in the United States mail.

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered on July 7, 2022, by and between the COUNTY OF HAWAI'I, a municipal corporation duly organized and existing under the laws of the State of Hawai'i, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawai'i, hereinafter referred to as "COUNTY," and Title Guaranty of Hawaii, LLC, whose mailing address is 235 Queen Street, Honolulu, HI 96813 hereinafter referred to as "CONTRACTOR."

### RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain AGREEMENT dated August 31, 2021 (the "Contract") awarded under Request for Proposal No. 4155 ("RFP 4155"), which set forth the terms of title and escrow services to be provided to COUNTY;

WHEREAS, COUNTY issued a Notice to Proceed for the period beginning August 15, 2021, through August 14, 2022, with up to five (5) one (1) year option periods at the sole option of COUNTY; and

WHEREAS, CONTRACTOR is providing the title services set forth in RFP 4155 and its affiliate, Title Guaranty Escrow Services, Inc., is providing the escrow services set forth in RFP 4155.

NOW, THEREFORE, pursuant to Hawaii Administrative Rules §3-125-3 permitting modifications to contracts, COUNTY and CONTRACTOR, do mutually agree as follows:


1. COUNTY and CONTRACTOR recognize that Title Guaranty Escrow Services, Inc., an affiliate of CONTRACTOR, is performing the escrow services awarded through the Contract. Direct payments for escrow services performed by Title Guaranty Escrow Services, Inc. within the scope of services originally set forth in RFP 4155 shall be made to Title Guaranty Escrow Services, Inc.;
2. COUNTY and CONTRACTOR desire to extend the term of the Contract for an additional one (1) year option period commencing August 15, 2022 and continuing through August 14, 2023.

Except as specifically modified herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

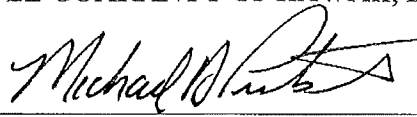


IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT TO AGREEMENT to be executed as of the date set forth above.

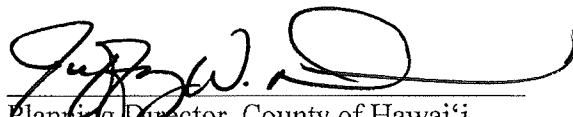
COUNTY OF HAWAI'I

By   
Mayor, County of Hawai'i  
Dated: 7/7/22


TITLE GUARANTY OF HAWAII, LLC

By   
Name: MICHAEL A. PIETSCH  
Title: Chief Executive Officer  
Dated: JUL 01 2022

RECOMMEND APPROVAL:

  
Planning Director, County of Hawai'i  
Dated: 7/6/22


TITLE GUARANTY ESCROW SERVICES, INC.

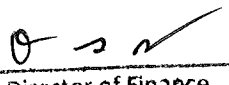
By   
Name: MICHAEL B. PIETSCH  
Title: President; Chief Operating Officer  
Dated: JUL 05 2022

APPROVED AS TO AVAILABILITY OF FUNDS IN THE AMOUNT AND FOR THE PURPOSE SET FORTH HEREIN:

~~\_\_\_\_\_  
Director of Finance, County of Hawai'i  
Dated: \_\_\_\_\_~~

APPROVED AS TO FORM AND LEGALITY:

  
Deputy Corporation Counsel, County of Hawai'i  
Dated: 6 July 22

Pursuant to Section 6-6.3 and 13-13 (d) of the Hawai'i County Charter, I have examined this contract and find that it imposes no financial obligation upon the County.  
Date 06 2022   
Director of Finance

JUL

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this day of JUL 01 2022, 2022, in the First Circuit, State of Hawaii, before me personally appeared MICHAEL A. PIETSCH, who, being by me duly sworn, did say that he is the Chief Executive Officer of TITLE GUARANTY OF HAWAII, LLC, a Hawaii limited liability company; that he executed the foregoing Agreement, on behalf of and with the authority of the Board of Directors of said company, and that such execution was done as the free act and deed of the company. No corporate seal available.

The foregoing instrument is dated Undated, 2022 and contains 4 pages at the time of this acknowledgement.



Sookyung Paupe  
Print Name: **SOOKYUNG PAUPE**  
NOTARY PUBLIC, STATE OF HAWAII  
My commission expires: **MAR 09 2026**

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: First Amendment to Agreement

Doc. Date: \_\_\_\_\_ or  Undated at time of notarization.

No. of Pages: 4 Jurisdiction: First Circuit

Sookyung Paupe 7/1/2022  
Signature of Notary Date of Notarization and  
SOOKYUNG PAUPE Certification Statement  
EXPIRATION: March 9, 2026

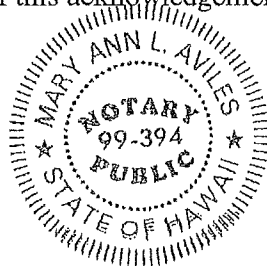
Printed Name of Notary



STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

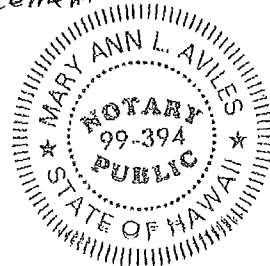
On this day of July 5, 2022, in the First Circuit, State of Hawaii, before me personally appeared MICHAEL B. PIETSCH, who, being by me duly sworn, did say that he is the President and Chief Operating Officer of TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation; that he executed the foregoing Agreement, on behalf of and with the authority of the Board of Directors of said company, and that such execution was done as the free act and deed of the company. No corporate seal available.

The foregoing instrument is dated undated, 2022 and contains 4 pages at the time of this acknowledgement.



Mary A. J. Aviles  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF HAWAII  
My commission expires: **MARY ANN L. AVILES**  
**EXPIRATION: March 7, 2026**

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: <u>First Amendment to Agreement</u>	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>4</u>	Jurisdiction: First Circuit
Signature of Notary: <u>Mary A. J. Aviles</u>	Date of Notarization and Certification Statement: <u>July 5, 2022</u>
<b>MARY ANN L. AVILES</b> <b>EXPIRATION: March 7, 2026</b>	
Printed Name of Notary	



**TITLE GUARANTY ESCROW SERVICES, INC.**  
**a Hawaii corporation**

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS**

**May 5, 2020**

The undersigned, being the members of the Board of Directors (the "Board") of **Title Guaranty Escrow Services, Inc.**, a Hawaii corporation (the "Company"), acting pursuant to underlying state law, does hereby consent to the adoption of the following resolutions and declare them to be in full force and effect as if they were adopted at a regularly scheduled meeting of the Board:

**Annual Meeting**

RESOLVED, that this meeting is designated as the annual meeting of the Board of Directors of the Company for the calendar year 2020; and

**Officer Elections**

RESOLVED, that the following named individuals are elected to the offices set forth opposite their names to serve until the next annual meeting, or until their earlier resignation or removal, whichever occurs first:

<u>Name</u>	<u>Title</u>
Michael A. Pietsch	Chief Executive Officer
Michael B. Pietsch	President and Chief Operating Officer
Lois Kawano	Execution Vice President and Chief Financial Officer
Anthony J. Park	Executive Vice President
Jeffrey E. Colby	Senior Vice President and Chief Accounting Officer
Marjorie Nemzura	Vice President and Corporate Secretary
Marilyn C.N. Supalo	Vice President and Assistant Treasurer
Michael D. Sasaki	Vice President and Controller

RESOLVED, that each and every act and decision of the officers of the Company in managing the affairs of the Company since the last annual meeting of the Board of Directors are hereby confirmed, ratified and approved as actions taken by and for the Company, and be it further

RESOLVED, that any and all investments and loans made or obtained, for and on behalf of the Company, which have no heretofore been acted upon, be and the same are hereby ratified and approved.

Title Guaranty Escrow Services, Inc.  
Annual Board of Directors Consent  
May 5, 2020

Page 2

### **Banking Resolutions**

RESOLVED, that any one of the President, the Chief Executive Officer, any Executive Vice President, the Chief Financial Officer, the Chief Accounting Officer, the Treasurer, any Assistant Treasurer, or the Chief Administrative Officer (the "Authorized Officers") is hereby authorized to designate banks, trust companies, savings and loan associations and other financial institutions and their branches as depositories of general corporate or custodial funds, and to establish, maintain, amend or close accounts with any such financial institutions from time to time for the efficient conduct of the Company's business; and any officer, employee or agent of the Company is authorized to deposit general corporate funds or custodial funds in such accounts in the name of the Company and to endorse and deposit in such accounts negotiable instruments and orders for the payment of money, which endorsements may be made in writing or by a stamp and without designation of the person so endorsing; and any two of the Authorized Officers are authorized to make withdrawals; and be it further

RESOLVED, that any one of the Authorized Officers, or any person authorized by the Treasurer or Assistant Treasurer of the Company, is hereby authorized to designate the authorized signatories for each account and those officers, employees or agents (the "Authorized Agents") who shall have the authority to withdraw or transfer funds deposited in the accounts by wire transfer, check or draft drawn in the name of and signed, in writing or by facsimile signature, on behalf of the Company and to enter into agreements with such financial institutions and/or to execute such other documents as may be necessary in order to effectuate such fund transfers; and be it further

RESOLVED, that the Treasurer or Assistant Treasurer, or any one of the Authorized Officers of the Company, is hereby granted the authority to designate individuals with authority to open and close interest-bearing escrow accounts; and be it further

RESOLVED, that the printed banking resolutions of any such financial institution, completed by any one of the Authorized Officers establishing the account, are hereby adopted and the Secretary or any Assistant Secretary of the Company may certify these resolutions or such printed banking resolutions to the financial institution as resolutions adopted by this Board, as may be required or desired from time to time; and be it further

RESOLVED, that this authority hereby granted to the officers specified may be exercised without the necessity of further approval or ratification of this Board.

Title Guaranty Escrow Services, Inc.  
Annual Board of Directors Consent  
May 5, 2020

Page 3

### Securities Resolutions

RESOLVED, that in connection with the Company's management of securities or similar assets ("Securities") in its custodial or corporate capacity, the establishment, maintenance and administration of accounts with various financial institutions and government agencies or other entities for the deposit and custody of such Securities shall be governed by the following process:

- i. the establishment of accounts for and deposit of Securities may be accomplished by the President, the Chief Executive Officer, any Executive Vice President, the Chief Financial Officer, the Chief Accounting Officer, the Treasurer, any Assistant Treasurer or the Chief Administrative Officer (the "Authorized Officers"), or any officer, employee or agent of the Company designated in writing for that purpose by any one of the Authorized Officers; and
- ii. the administration and maintenance of such accounts and deposits, including but not limited to the acquisition, assignment, transfer and withdrawal of Securities, may be accomplished by any one of the Authorized Officers, or any officer, employee or agent of the Company designated in writing for that purpose by any one of the Authorized Officers; and
- iii. financial institutions and government agencies requesting written evidence of authority with respect to the Company's account and deposit activity shall be furnished with a certified copy of this resolution together with a copy of any supporting written designation of authority and such institution or agency shall be entitled to rely upon the same without further approval or ratification by this Board.

RESOLVED, that the printed securities resolutions of any such financial institution, completed by any one of the Authorized Officers establishing the account, are hereby adopted and the Secretary or any Assistant Secretary of the Company may certify these resolutions or such printed securities resolutions to the financial institution as resolutions adopted by this Board, as may be required or desired from time to time; and be it further

RESOLVED, that this authority hereby granted to the officers specified may be exercised without the necessity of further approval or ratification of this Board.

Title Guaranty Escrow Services, Inc.  
Annual Board of Directors Consent  
May 5, 2020

Page 4

**Appointment of Independent Auditor**

RESOLVED, that the accounting firm of Dixon Hughes Goodman LLP, 214 N. Tryon Street, Suite 2200, Charlotte, North Carolina 28202, is hereby designated and approved as the independent auditor of the Company; and

RESOLVED FURTHER, that the proper officers of the Company are authorized to take such actions as they deem necessary or advisable to make such appointment effective including without limitation, making any required regulatory filings; and

RESOLVED FURTHER, that any actions already taken in furtherance of the stated purposes are hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned, being the members of the Board of Directors of **Title Guaranty Escrow Services, Inc.** have executed this written consent effective May 5, 2020, with execution in counterparts permitted.

DocuSigned by:

*Marjorie Nemzura*

E27A258A9434458

\_\_\_\_\_  
Marjorie Nemzura

\_\_\_\_\_  
Michael B. Pietsch

DocuSigned by:

*Anthony J. Park*

DCDA6FCA2C4C42F

\_\_\_\_\_  
Anthony J. Park

\_\_\_\_\_  
Raymond R. Quirk

Title Guaranty Escrow Services, Inc.  
Annual Board of Directors Consent  
May 5, 2020

Page 4

**Appointment of Independent Auditor**

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RESOLVED FURTHER, that the proper officers of the Company are authorized to take such actions as they deem necessary or advisable to make such appointment effective including without limitation, making any required regulatory filings; and

RESOLVED FURTHER, that any actions already taken in furtherance of the stated purposes are hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned, being the members of the Board of Directors of **Title Guaranty Escrow Services, Inc.** have executed this written consent effective May 5, 2020, with execution in counterparts permitted.

\_\_\_\_\_  
Marjorie Nemzura

\_\_\_\_\_  
Anthony J. Park

DocuSigned by:  
*Michael B. Pietsch*  
CAD32053D8C9447

\_\_\_\_\_  
Michael B. Pietsch

\_\_\_\_\_  
Raymond R. Quirk



Title Guaranty Escrow Services, Inc.  
Annual Board of Directors Consent  
May 5, 2020

Page 4

**Appointment of Independent Auditor**

RESOLVED, that the accounting firm of Dixon Hughes Goodman LLP, 214 N. Tryon Street, Suite 2200, Charlotte, North Carolina 28202, is hereby designated and approved as the independent auditor of the Company; and

RESOLVED FURTHER, that the proper officers of the Company are authorized to take such actions as they deem necessary or advisable to make such appointment effective including without limitation, making any required regulatory filings; and

RESOLVED FURTHER, that any actions already taken in furtherance of the stated purposes are hereby ratified and approved.

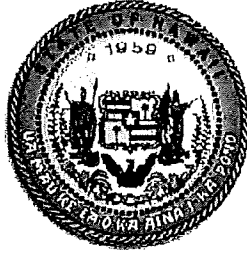
IN WITNESS WHEREOF, the undersigned, being the members of the Board of Directors of **Title Guaranty Escrow Services, Inc.** have executed this written consent effective May 5, 2020, with execution in counterparts permitted.

\_\_\_\_\_  
Marjorie Nemzura

\_\_\_\_\_  
Michael B. Pietsch

\_\_\_\_\_  
Anthony J. Park

DocuSigned by:  
*Raymond R. Quirk*  
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\_\_\_\_\_  
Raymond R. Quirk



STATE OF HAWAII  
STATE PROCUREMENT OFFICE

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

**Vendor Name:** TITLE GUARANTY ESCROW SERVICES, INC.

**Issue Date:** 06/30/2022

**Status:** **Compliant**

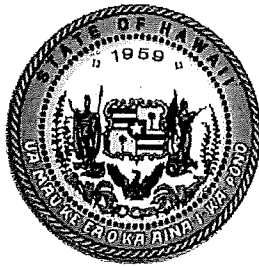
Hawaii Tax#: 20274896-01  
New Hawaii Tax#: GE-0962439168-01  
FEIN/SSN#: XX-XXX2598  
UI#:   
DCCA FILE#: 7506

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information



STATE OF HAWAII  
STATE PROCUREMENT OFFICE

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**Vendor Name:** TITLE GUARANTY OF HAWAII, LLC

**Issue Date:** 07/06/2022

**Status:** **Compliant**

Hawaii Tax#: 10227066-88  
New Hawaii Tax#: GE-1022706688-01  
FEIN/SSN#: XX-XXX0788  
UI#: XXXXXX3915  
DCCA FILE#: 179207

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
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**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF MANAGERS OF  
TITLE GUARANTY OF HAWAII, LLC**

September 18, 2017

The undersigned, constituting all of the duly-elected Managers (the "*Managers*") of Title Guaranty of Hawaii, LLC, a Hawaii limited liability company (the "*Company*"), acting pursuant to the Company's Amended and Restated Limited Liability Company Agreement, dated August 31, 2017 (the "*A&R Operating Agreement*"), hereby consent to the adoption of, and hereby approve and adopt on behalf of the Company, the following resolutions, effective as of the date first set forth above:

**ELECTION OF OFFICERS**

**WHEREAS**, the undersigned constitute the duly-elected Managers of the Company and acting together comprise the Board of Managers (the "*Board*") pursuant to Section 4.2 of the Operating Agreement.

**WHEREAS**, pursuant to Section 4.3(a) of the A&R Operating Agreement, the Board wishes by these resolutions to elect and appoint officers to manage and administer the business of the Company.

**WHEREAS**, the Managers and the Board have determined that it is in the best interest of the Company to elect the following individuals to serve as the officers of the Company, each officer to serve in the role and function and hold the office specified below:

<u>Name</u>	<u>Officer Title</u>
Michael A. Pietsch	President and Chief Executive Officer
Michael B. Pietsch	Executive Vice President and Chief Operating Officer
Richard L. Cox	Executive Vice President and Chief Tax Officer
Michael L. Gravelle	Executive Vice President, General Counsel, and Corporate Secretary
Jeffrey R. Knudson	Executive Vice President
Daniel K. Murphy	Senior Vice President and Treasurer
Lois Kawano	Chief Financial Officer and Assistant Treasurer
Mark Tagomori	Assistant Controller
Paul Jason Aldridge	Chief Information Officer
Cheryl Anzai	Senior Vice President
Willard Haraguchi	Senior Vice President
Lorrin Hirano	Senior Vice President
Lesley Kizzee	Senior Vice President

<u>Name</u>	<u>Officer Title</u>
Leta Price	Senior Vice President
Christopher Aguilera	Vice President
Candice Chun	Vice President
Anne Monette	Vice President
Lisa Nagata	Vice President
Cynthia Nakaya	Vice President
Adrienne Nasser	Vice President
Ka'ili O'Connell	Vice President
Celia Oh	Vice President
Gerald Opedal	Vice President
Dina Tsuda	Vice President
Tracy Yamanaka	Vice President

**RESOLVED**, that the persons identified above be, and they hereby are, elected as officers of the Company, each to serve until his or her successor has been duly appointed and qualified, or until his or her earlier death, dissolution, resignation, or removal.

**RESOLVED, FURTHER**, for purposes of Section 4.4 of the A&R Operating Agreement, that Michael A. Pietsch is authorized and directed to execute and cause to be filed with the Department of Commerce and Consumer Affairs of the State of Hawaii on behalf of the Company articles of amendment of the Company's Articles of Organization that identifies the officers named above as the officers of the Company as shown in the public records of the State of Hawaii.

#### **RATIFICATION OF PRIOR ACTIONS**

**RESOLVED**, that all lawful actions taken by the Managers, the above-named officers, employees, agents and representatives of the Company prior to the date hereof in furtherance of the business of the Company be, and they hereby are, ratified, adopted and approved as though done pursuant to express prior authority.

#### **GENERAL AUTHORIZING RESOLUTION**

**RESOLVED**, that the officers of the Company are hereby authorized and directed, in the name of and on behalf of the Company, or otherwise, to execute all such instruments, documents and certificates and to take all such further and other actions in connection with the resolutions hereinabove adopted as they may deem necessary, advisable or proper to carry out the intent and accomplish the purposes of these resolutions.


**RESOLVED FURTHER**, that any acts of the Managers, and of any person or persons designated and authorized to act by the Managers, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted in all respects as the acts of the Company.

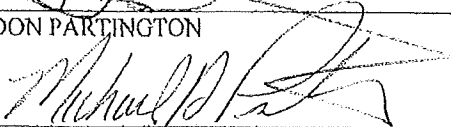
This Action may be executed in counterparts and assembled together as one document, which shall be filed with the minutes of the proceedings of the Managers of the Company.

The undersigned have executed this Action by Unanimous Written Consent as of the date first set forth above.

**BOARD OF MANAGERS:**

  
\_\_\_\_\_  
ROGER JEWKES

  
\_\_\_\_\_  
DON PARTINGTON

  
\_\_\_\_\_  
MICHAEL A. PIETSCH