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hours and provided that milestones for performance, if any, are met.

C. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

D. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

E. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on July 1, 2012, and shall terminate at 11:59 p.m. on June 30, 2015, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3. COORDINATION AND ORGANIZATION.

A. Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist City's representative in making presentations and in holding meetings on
4 the Project. City shall furnish to Consultant information or materials, if any,
5 described in Exhibit "D", attached to this Agreement and incorporated by this
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City
8 for entering this Agreement was and is the reputation and skill of Consultant's key
9 employee, Ron Laurain. City shall have the right to approve any person proposed
10 by Consultant to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,
12 Consultant is and shall act as an independent contractor and not an employee,
13 representative or agent of City. Consultant shall have control of Consultant's work and
14 the manner in which it is performed. Consultant shall be free to contract for similar
15 services to be performed for others during this Agreement; provided, however, that
16 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
17 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
18 Consultant's compensation; (b) City will not secure workers' compensation or pay
19 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
20 and Consultant is not entitled to any of the usual and customary rights, benefits or
21 privileges of City employees. Consultant expressly warrants that neither Consultant nor
22 any of Consultant's employees or agents shall represent themselves to be employees or
23 agents of City.

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. City, its boards and commissions, and their
10 officials, employees and agents shall be named as additional insureds by
11 endorsement (on City's endorsement form or on an endorsement
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
13 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
14 CG 20 37 07 04), and this insurance shall contain no special limitations on
15 the scope of protection given to City, its boards and commissions, and
16 their officials, employees and agents. This policy shall be endorsed to
17 state that the insurer waives its right of subrogation against City, its boards
18 and commissions, and their officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the California
20 Labor Code and employer's liability insurance in an amount not less than
21 \$1,000,000. This policy shall be endorsed to state that the insurer waives
22 its right of subrogation against City, its boards and commissions, and their
23 officials, employees and agents.

24 (c) Professional liability or errors and omissions insurance in an
25 amount not less than \$1,000,000 per claim.

26 (d) Commercial automobile liability insurance (equivalent in scope
27 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
28 amount not less than \$500,000 combined single limit per accident.

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B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete

1 certified copies of all policies of Consultant and Consultant's subconsultants and
2 contractors, at any time. Consultant shall make available to City's Risk Manager
3 or designee all books, records and other information relating to this insurance,
4 during normal business hours.

5 G. Any modification or waiver of these insurance requirements
6 shall only be made with the approval of City's Risk Manager or designee. Not
7 more frequently than once a year, City's Risk Manager or designee may require
8 that Consultant, Consultant's subconsultants and contractors change the amount,
9 scope or types of coverages required in this Section if, in his or her sole opinion,
10 the amount, scope or types of coverages are not adequate.

11 H. The procuring or existence of insurance shall not be
12 construed or deemed as a limitation on liability relating to Consultant's
13 performance or as full performance of or compliance with the indemnification
14 provisions of this Agreement.

15 6. ASSIGNMENT AND SUBCONTRACTING.

16 This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section
shall prevent Consultant from employing as many employees as Consultant deems

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 necessary for performance of this Agreement.

2 7. CONFLICT OF INTEREST. Consultant, by executing this
3 Agreement, certifies that, at the time Consultant executes this Agreement and for its
4 duration, Consultant does not and will not perform services for any other client which
5 would create a conflict, whether monetary or otherwise, as between the interests of City
6 and the interests of that other client. And, Consultant shall obtain similar certifications
7 from Consultant's employees, subconsultants and contractors.

8 8. MATERIALS. Consultant shall furnish all labor and supervision,
9 supplies, materials, tools, machinery, equipment, appliances, transportation and services
10 necessary to or used in the performance of Consultant's obligations under this
11 Agreement, except as stated in Exhibit "D".

12 9. OWNERSHIP OF DATA. All materials, information and data
13 prepared, developed or assembled by Consultant or furnished to Consultant in
14 connection with this Agreement, including but not limited to documents, estimates,
15 calculations, studies, maps, graphs, charts, computer disks, computer source
16 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
17 information, material and memorandum ("Data") shall be the exclusive property of City.
18 Data shall be given to City, and City shall have the unrestricted right to use and disclose
19 the Data in any manner and for any purpose without payment of further compensation to
20 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
21 Data shall not be made available to any person or entity for use without the prior approval
22 of City. This warranty shall survive termination of this Agreement for five (5) years.

23 10. TERMINATION. Either party shall have the right to terminate this
24 Agreement for any reason or no reason at any time by giving thirty (30) calendar days
25 prior notice to the other party. In the event of termination under this Section, City shall
26 pay Consultant for services satisfactorily performed and costs incurred up to the effective
27 date of termination for which Consultant has not been previously paid. The procedures
28 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of

1 termination, Consultant shall deliver to City all Data developed or accumulated in the
2 performance of this Agreement, whether in draft or final form, or in process. And,
3 Consultant acknowledges and agrees that City's obligation to make final payment is
4 conditioned on Consultant's delivery of the Data to City.

5 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
6 shall not disclose the Data or use the Data directly or indirectly, other than in the course
7 of performing its services, during the term of this Agreement and for five (5) years
8 following expiration or termination of this Agreement. In addition, Consultant shall keep
9 confidential all information, whether written, oral or visual, obtained by any means
10 whatsoever in the course of performing its services for the same period of time.
11 Consultant shall not disclose any or all of the Data to any third party, or use it for
12 Consultant's own benefit or the benefit of others except for the purpose of this
13 Agreement.

14 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
15 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
16 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
17 without breach of this Agreement by Consultant; or (c) a third party who has a right to
18 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
19 disclosed pursuant to subpoena or court order.

20 13. ADDITIONAL COSTS AND REDESIGN.

21 A. Any costs incurred by City due to Consultant's failure to meet
22 the standards required by the scope of work or Consultant's failure to perform fully
23 the tasks described in the scope of work which, in either case, causes City to
24 request that Consultant perform again all or part of the Scope of Work shall be at
25 the sole cost of Consultant and City shall not pay any additional compensation to
26 Consultant for its re-performance.

27 B. If the Project involves construction and the scope of work
28 requires Consultant to prepare plans and specifications with an estimate of the

1 cost of construction, then Consultant may be required to modify the plans and
2 specifications, any construction documents relating to the plans and specifications,
3 and Consultant's estimate, at no cost to City, when the lowest bid for construction
4 received by City exceeds by more than ten percent (10%) Consultant's estimate.
5 This modification shall be submitted in a timely fashion to allow City to receive new
6 bids within four (4) months after the date on which the original plans and
7 specifications were submitted by Consultant.

8 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
9 amended, nor any provision or breach waived, except in writing signed by the parties
10 which expressly refers to this Agreement.

11 15. LAW. This Agreement shall be governed by and construed pursuant
12 to the laws of the State of California (except those provisions of California law pertaining
13 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
14 regulations of and obtain all permits, licenses and certificates required by all federal, state
15 and local governmental authorities.

16 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
17 constitutes the entire understanding between the parties and supersedes all other
18 agreements, oral or written, with respect to the subject matter in this Agreement.

19 17. INDEMNITY.

20 A. Consultant shall indemnify, protect and hold harmless City, its
21 Boards, Commissions, and their officials, employees and agents ("Indemnified
22 Parties"), from and against any and all liability, claims, demands, damage, loss,
23 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
24 costs and expenses, including attorneys' fees, court costs, expert and witness
25 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
26 whole or in part, out of or in connection with (1) Consultant's breach or failure to
27 comply with any of its obligations contained in this Agreement, or (2) negligent or
28 willful acts, errors, omissions or misrepresentations committed by Consultant, its

1 officers, employees, agents, subcontractors, or anyone under Consultant's control,
2 in the performance of work or services under this Agreement (collectively "Claims"
3 or individually "Claim").

4 B. In addition to Consultant's duty to indemnify, Consultant shall
5 have a separate and wholly independent duty to defend Indemnified Parties at
6 Consultant's expense by legal counsel approved by City, from and against all
7 Claims, and shall continue this defense until the Claims are resolved, whether by
8 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
9 breach, or the like on the part of Consultant shall be required for the duty to defend
10 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
11 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
12 in the defense.

13 C. If a court of competent jurisdiction determines that a Claim
14 was caused by the sole negligence or willful misconduct of Indemnified Parties,
15 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
16 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
17 percentage of willful misconduct attributed by the court to the Indemnified Parties.

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

20 18. AMBIGUITY. In the event of any conflict or ambiguity between this
21 Agreement and any Exhibit, the provisions of this Agreement shall govern.

22 19. COSTS. If there is any legal proceeding between the parties to
23 enforce or interpret this Agreement or to protect or establish any rights or remedies under
24 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

25 20. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Consultant shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
2 disability. Consultant shall ensure that applicants are employed, and that
3 employees are treated during their employment, without regard to these bases.
4 These actions shall include, but not be limited to, the following: employment,
5 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
6 termination; rates of pay or other forms of compensation; and selection for training,
7 including apprenticeship.

8 B. It is the policy of City to encourage the participation of
9 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
10 procurement process, and Consultant agrees to use its best efforts to carry out
11 this policy in its use of subconsultants and contractors to the fullest extent
12 consistent with the efficient performance of this Agreement. Consultant may rely
13 on written representations by subconsultants and contractors regarding their
14 status. Consultant shall report to City in May and in December or, in the case of
15 short-term agreements, prior to invoicing for final payment, the names of all
16 subconsultants and contractors hired by Consultant for this Project and information
17 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
18 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
19 637).

20 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
21 accordance with the provisions of the Ordinance, this Agreement is subject to the
22 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
23 Long Beach Municipal Code, as amended from time to time.

24 A. During the performance of this Agreement, the Consultant
25 certifies and represents that the Consultant will comply with the EBO. The
26 Consultant agrees to post the following statement in conspicuous places at its
27 place of business available to employees and applicants for employment:
28

1 “During the performance of a contract with the City of Long Beach,
2 the Consultant will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

6 B. The failure of the Consultant to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

8 C. If the Consultant fails to comply with the EBO, the City may
9 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
10 or to become due under the Agreement may be retained by the City. The City
11 may also pursue any and all other remedies at law or in equity for any breach.

12 D. Failure to comply with the EBO may be used as evidence
13 against the Consultant in actions taken pursuant to the provisions of Long Beach
14 Municipal Code 2.93 et seq., Contractor Responsibility.

15 E. If the City determines that the Consultant has set up or used
16 its contracting entity for the purpose of evading the intent of the EBO, the City may
17 terminate the Agreement on behalf of the City. Violation of this provision may be
18 used as evidence against the Consultant in actions taken pursuant to the
19 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
20 Responsibility.

21 22. NOTICES. Any notice or approval required by this Agreement shall
22 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
23 postage prepaid, addressed to Consultant at the address first stated above, and to City at
24 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
25 copy to the City Engineer at the same address. Notice of change of address shall be
26 given in the same manner as stated for other notices. Notice shall be deemed given on
27 the date deposited in the mail or on the date personal delivery is made, whichever occurs
28 first.

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23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER. The acceptance of any services or the payment of any

money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

3 27. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Consultant on Form 1099-
5 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
6 resulting from payments under this Agreement. Consultant shall submit Consultant's
7 Employer Identification Number (EIN), or Consultant's Social Security Number if
8 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
9 Financial Management. Consultant acknowledges and agrees that City has no obligation
10 to pay Consultant until Consultant provides one of these numbers.

11 28. ADVERTISING. Consultant shall not use the name of City, its
12 officials or employees in any advertising or solicitation for business or as a reference,
13 without the prior approval of the City Manager or designee.

14 29. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Consultant relating to this Agreement.

18 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
19 designed to or entered for the purpose of creating any benefit or right for any person or
20 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LAURAIN AND ASSOCIATES, INC., a California corporation

_____, 2012

By [Signature]
President

RONALD P. LAURAIN
Type or Print Name

_____, 2012

By [Signature]
Secretary

RETTE L. LAURAIN
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

10.2, 2012

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 9/13, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work or Services

R . P . L A U R A I N
& A S S O C I A T E S

INCORPORATED

August 20, 2012

3353 LINDEN AVENUE, SUITE 200
LONG BEACH, CALIFORNIA 90807
TELEPHONE (562) 426-0477
FACSIMILE (562) 988-2927

City of Long Beach
333 West Ocean Boulevard, Third Floor
Long Beach, California 90802

Attention: Mary Frances Torres
Development Project Manager

Subject: Response to City of Long Beach
Request for Proposal No. PW12-014
For Real Estate Appraisal Services

Receipt is acknowledged of your recent request for the Scope of Services, and fee schedule set forth in the above-referenced response to the Proposal for Real Estate Appraisal Services. The Scope of Services is as follows:

SCOPE OF SERVICES:

The consultant/appraiser shall provide real estate appraisal services in accordance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation, authorized by Congress as the Source of Appraisal Standards and Appraiser Qualifications. The services shall include, but not necessarily be limited to, reporting formats which follow.

Appraisal Report Types:

Both of the principal appraisers have prepared Restricted, Summary and Self-Contained appraisal reports in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), as required by various clients. Further, as required, appraisal reports have been prepared in accordance with the State of California Department of Transportation (Caltrans) Manual, State of California Land and Water Conservation Fund Manual, State of California Department of General Services, the Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book"), FAA requirements, FTA requirements, State and Federal Uniform Relocation Assistance and Real Property Acts, and other applicable supplemental standards.

City of Long Beach
Attention: Mary Frances Torres
Development Project Manager
August 20, 2012
Page 2

SCOPE OF SERVICES: (Continued)

The general scope of services provided directly by this firm include (1) formal narrative Self-Contained and Summary appraisal reports, (2) Restricted appraisal reports, (3) range of value and budgetary reports (Letters of Findings), (4) leasehold, leased fee, and discounted cash flow studies, (5) appraisal for partial acquisitions, (6) review appraisals, (6) appraisal reports for eminent domain cases, (6) expert testimony, (7) highest and best use studies, and (8) other real estate appraisal services and consultations as necessary including, but not limited to, special purpose value-in-use reports, Quimby Act park fee studies, bond financing appraisals, re-use studies, affordable housing studies, etc. Appraisal services pertaining to fixture and equipment and goodwill appraisals, or budgetary studies, can also be provided via qualified and experienced subcontractors.

- *Formal Narrative Appraisal Reports (for both Full and Partial Takings)*
 1. Review title information pertaining to respective ownerships.;
 2. Review drawings and other pertinent information relative to the parcel.
 3. Mail notification letter to the property owner (1) requesting permission to conduct an on-site inspection of the property, (2) advising them of their right to accompany the appraiser at the time of the inspection, and (3) requesting information regarding the property appraised which could influence the appraised value.
 4. Purpose of appraisal, including description of rights and/or interest being appraised.
 5. Description of property, names of owner(s), location, including detailed property description, and building fixtures and equipment as well as verification of permitted use.
 6. Plot plan for appraised property, photographs of property, legal description, size, topography, contour, soil and drainage conditions, zoning, utilities, access, assessed value, recorded or prescriptive easements and other related matters.

City of Long Beach
Attention: Mary Frances Torres
Development Project Manager
August 20, 2012
Page 3

SCOPE OF SERVICES: (Continued)

7. Highest and Best Use, under both USPAP and Federal Guidelines, as appropriate, before and after valuation; severance value, approaches to value (including Cost Approach, Sales Comparison Approach, and Income Capitalization Approach, as where applicable), correlation, comparable sales with comparable sales map.
 8. The appraiser shall personally inspect properties appraised. Report should state the date of valuation, limiting conditions, certification, signature, and other factors related to the appraisal.
 9. Submit one hard copy and one electronic copy of the formal appraisal report, in summation of all the activities outlined above.
- *Restricted Appraisal Report:*
 1. Statement of the purpose of the appraisal, description of the property, Highest and Best use of property.
 2. Inspection of property, applicable approaches to value, final estimate of value or just compensation, if partial taking.
 3. Plot drawing indicating boundary dimensions of the property.
 - *Letter of Findings:*

To include setting forth market value estimate, purpose of the appraisal, description of property, Highest and Best Use and other relevant data.
 - *Specialty Reports:*

To include experience with Furniture, Fixtures and Equipment, Goodwill, Leasehold Interest, and/or Mineral Oil Rights appraisal reports and/or ability to coordinate required tasks with additional appraisers.

City of Long Beach
Attention: Mary Frances Torres
Development Project Manager
August 20, 2012
Page 4

SCOPE OF SERVICES: (Continued)

• *Condemnation Support:*

To include experience, reputation and familiarity with condemnation procedures and providing expert witness testimony.

The fee schedule for appraisal services follows as an attachment.

If you require any additional information, please contact the undersigned at your convenience.

Very truly yours,

R. P. LAURAIN & ASSOCIATES, INC.



John P. Laurain, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754



Ronald P. Laurain, ASA, SRPA
Certified General Real Estate Appraiser
California Certification No. AG 007689

JPL:RPL:ll

EXHIBIT “B”

Rates or Charges

COMPENSATION FEE SCHEDULE:

Remuneration for services rendered can be on a time-and-material basis, or a not-to-exceed fee basis quoted in advance of beginning an assignment or project. The billings will not include any mark-ups for overhead and/or profit. The time-and-material fee schedule is as follows:

- Principal appraiser (Ronald P. Laurain): \$145.00 per hour.
- Principal appraiser (John P. Laurain): \$145.00 per hour.
- Associate appraisers: \$120.00 per hour.
- Market researcher: \$ 95.00 per hour.
- Court appearances*: \$290.00 per hour.

It may be necessary, as part of an appraisal, consultation, or analysis assignment to contract with other consultants such as a fixture and equipment appraiser, structural engineer, soils engineer, petroleum geologist, architect, etc. Such subcontract work will not be engaged without the advice and approval of the City or LBHDC.

The hourly rates indicated above include all overhead expenses, including secretarial wages, except that in the event of litigation appraisal services, this firm is expected to be reimbursed for extraordinary expenses such as the preparation of court exhibits, i.e. photographic enlargements, models, etc., and the engagement of other disciplines (with the approval of the client) such as architects, engineers, etc.

Billings for services rendered will be prepared following the completion of appraisal reports and consultation, and following the completion of litigation appraisal work. Advance or partial advance fees have never been expected or requested by this firm from any public agency clients. At certain times, however, a retainer has been requested from private party clients.

EXHIBIT “C”

City’s Representative:

Mary Torres, Development Project Manager

EXHIBIT “D”

Materials/Information Furnished: None