

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

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

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

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

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

26 3. COORDINATION AND ORGANIZATION.

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

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

3 VALENTINE APPRAISAL &
4 ASSOCIATES, INC., a California
corporation

5 10/5/12, 2012

6 By Gary Valentine
President
7 Gary Valentine
Type or Print Name

8 10/5/12, 2012

9 By Annabella Donta
Secretary
10 Annabella Donta
Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 10-23, 2012

15 By [Signature] Assistant City Manager
City Manager

16 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Agreement is approved as to form on 10/10, 2012.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Deputy

21 OFFICE OF THE CITY ATTORNEY
22 ROBERT E. SHANNON, City Attorney
23 333 West Ocean Boulevard, 11th Floor
24 Long Beach, CA 90802-4664

Exhibit A

The scope of each appraisal assignment will follow these steps:

- a) Gather sufficient information for proposal on each assignment;
- b) Provide proposal including delivery date and fixed fee amount, inclusive of all expenses, for each appraisal assignment;
- c) Consummate appraisal assignment agreement;
- d) Immediately contact property owner and schedule an inspection;
- e) Inspect the subject property. I am aware that the only inspection that is often possible is an exterior drive-by inspection only.;
- f) Research subject property for important information, including recorded permits, zoning, reviewing title reports, searching the history, etc.;
- g) Analyze neighborhood, city, and area characteristics;
- h) Apply the traditional three approaches of value (sales, income, and cost approaches);
- i) Search for comparable land sales, rents of improved properties, and sales of improved properties;
- j) Confirm all market data;
- k) Reconcile the values;
- l) Complete appraisal report as requested by client by writing a restricted, summary, or self-contained report;
- m) Editor shall thoroughly review each report before delivery;
- n) Deliver reports on or before the due date; and
- o) Satisfy client's questions about their review of the report, free of charge.

Most importantly, in order to complete the appraisal in the most efficient manner, lines of communication and frequent contact with the client and project manager shall be made on a regular basis throughout the appraisal assignment.

Again, in order to complete the assignment in a manner which is most conducive to arriving at a reliable appraisal report, and delivered on time, I understand that cooperation between my company and you will be required. Some of the items I will require up front, upon completing the assignment, are title reports, engineering drawings if available, three years of operating statements if the property is leased, surveys, and a timely notice to proceed sent to my office via fax, email, or US mail. Again, most important is the open and regular communications between me and staff at the City.

Exhibit B

The following is a list providing a range of turnaround times and fee schedule for various types of real estate to be appraised:

Type	Total Turnaround Time					
	Self-Contained		Summary		Restricted	
	Time (Weeks)	Fixed Fee Range	Time (Weeks)	Fixed Fee Range	Time (Weeks)	Fixed Fee Range
Group 1: Port Properties	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Automotive Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Breakbulk Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Commercial Fishing Facilities	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Container Cranes	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Container Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Dry Bulk Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Liquid Bulk Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Marine Fueling Facilities	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Marine Oil Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Open Space	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Parking Facilities	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Passenger Terminals	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Tank Farms (backland area)	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Transit Sheds	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Water Sheds	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Wharves	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Yacht Anchorages	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 2: Commercial/Industrial Properties						
Billboard Signs	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Cold Storage Properties	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Commercial/Retail Facilities	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Industrial Properties	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Office Properties	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Restaurants	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Vacant Land	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Warehouses	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 3: Residential Properties						
Condominiums	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Hospitality	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Multi-Family Residential	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Residential Land	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Single-Family Residential	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500

Group 4: Governmental Facilities						
Community & Convention Facilities	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Customs Facilities	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Essential Facilities (Police, Fire, TSA)	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
High School Facility	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Parks and Recreation Properties	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 5: Communication Facilities						
Antennas	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Cell Towers	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Fiber Optics	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Microwave	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 6: Special Use Types						
Concessions	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Easements	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Furniture Fixture & Equipment	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Licenses	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Permits	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Property Personal	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Right-of-Ways	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 7: Interest						
Air Rights	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Fee Interests	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Leased Fees	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Leaseholds	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Life Estates	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Partial Interests	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 8: Property Types						
Land, Improvements, Total Property	4 - 5	\$5,000 - \$10,000	3 - 4	\$4,000 - \$8,000	2 - 3	\$2,500 - \$6,500
Group 9: Expert Testimony						
Arbitrations	4 - 5	\$2,000 - \$15,000	3 - 4	\$2,000 - \$15,000	2 - 3	\$2,000 - \$15,000
Bankruptcy Court	4 - 5	\$2,000 - \$15,000	3 - 4	\$2,000 - \$15,000	2 - 3	\$2,000 - \$15,000
Federal Court	4 - 5	\$2,000 - \$15,000	3 - 4	\$2,000 - \$15,000	2 - 3	\$2,000 - \$15,000
Superior Court	4 - 5	\$2,000 - \$15,000	3 - 4	\$2,000 - \$15,000	2 - 3	\$2,000 - \$15,000

In addition, please note that appraisal reviews are approximately \$2,500 for a typical summary appraisal report, and please allow up to 2 to 2½ weeks for delivery.

Finally, my general consulting fee is the same rate as court preparation and court testimony, at \$390/hour. Please note, however, that when calculating fixed fee appraisal assignments, my hourly rates are at a reduced rate of \$150/hour.

EXHIBIT “C”

City’s Representative:

Mary Torres, Development Project Manager

EXHIBIT "D"

Materials/Information Furnished: None