

APPRAISAL SERVICES CONTRACT

This agreement, entered into this _____ day of _____, 20____, by the Nebraska Department of Roads, acting by and through the Right of Way Division (herein called "Department") and _____, (herein called "Appraiser") agrees:

In return for the total fee of \$ _____, as itemized in Appendix C, it is agreed that the Appraiser will furnish to the Department valuation documents in accordance with the Nebraska Department of Roads Appraisal Services Specifications, of which a copy is attached and made a part of this contract. These valuation documents will be used in connection with the acquisition of right of way for:

Project:
C. N.:
Location:

An additional fee will be negotiated with the Appraiser for each additional parcel added to this contract.

The fee for supplemental or revised valuation documents, as a result of changes in the taking caused by the Department, will be negotiated with the Appraiser.

Four copies of the billing statement for the valuation documents will be submitted to the Department at the time of delivery of the project report and all individual parcel valuation reports. Payment of eighty percent (80%) of the total fee will be paid at that time. The balance of the total fee will be paid within ninety (90) days, providing the project report and valuation reports are found to be acceptable and in accordance with the contract upon Department review. In the event the project report or valuation reports are found unacceptable by reason of noncompliance with the terms of this contract, or by reason of improper valuation technique, the final payment shall be withheld until such valuations have been revised or supplemented, without additional cost to the Department, and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Right of Way Manager shall set forth the Department's final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Department, the Appraiser's services are unsatisfactory, or because of the Appraiser's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Appraiser's disability or death. In such an event, the work, which has been completed, when the notice of termination is given by the State, becomes the property of the State. The Chief Appraiser of the Right of Way Division, Department of Roads, shall arbitrate settlement for the completed work, excepting that the Right of Way Manager, Department of Roads, shall make final approval of the State's final offer of settlement where an agreement cannot be reached.

The Appraiser, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Department and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with State attorneys for testimony in court or witness fees for appearance in court shall be \$ _____ for each half day or portion thereof, or \$ _____ per day for any part of a day exceeding a half day.

All expenses incurred by the Appraiser are considered to be their liability and are not to become an expense to the State except as provided for in this agreement.

The Appraiser agrees to furnish the completed valuation assignment to the Department on or before . Supplemental or revised valuation reports caused by the Department's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Appraiser that they will furnish the Department a written progress report of the work accomplished on the Project as requested by the Chief Appraiser for the Department.

A penalty of \$ per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$ for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of will be only by mutual written agreement between the parties of this contract.

The Appraiser warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract, except for paragraph III, subparagraph O, of the Appraisal Services Specifications. For breach or violation of this warranty, the State shall have the right to annul this contract without liability.

The Appraiser agrees that they will prepare the valuation reports of the property involved independent of any other Appraiser employed by the Department in the same work and that they will not furnish to any other person or persons, except on proper order of court, a copy of the valuation reports or the information contained therein. The restriction, however, does not imply that the Appraiser may not use information obtained in the completion of the valuation reports in the course of their usual profession.

The valuation reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that law, regulations, or economic conditions may subsequently affect the value fixed by the Appraiser in their report and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information be necessary to the terms of this contract.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Appraiser as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Appraiser agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Appraiser this _____ day of _____, 20 .

Witness

Appraiser

EXECUTED by the State this _____ day of _____, 20 .

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

APPROVED:

Right of Way Manager