

APPRAISAL REVIEW SERVICES CONTRACT

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

In return for the total fee of \$ _____, as per Appendix C, it is agreed that the Reviewer will furnish to the NDOR an appraisal review of valuation documents all in accordance with the NDOR Appraisal Review Specifications, a copy of which is hereto attached and made a part of this contract. These appraisal reviews 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 Reviewer for each additional parcel added to this contract.

The fee for supplemental or revised appraisal reviews will be negotiated with the Reviewer Appraiser when corrections to the original appraisal require a re-review of, and rewriting of the appraisal review report.

Four copies of the billing statement for the appraisal review will be submitted to the NDOR at the time of delivery of the project and all individual parcel appraisal review 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 appraisal review reports are found to be acceptable and in accordance with the contract upon NDOR review. In the event the review of the project report or the review of the appraisal reports are found unacceptable by reason of noncompliance with the terms of this contract, or by reason of improper appraisal review technique, the final payment shall be withheld until such appraisal reviews have been revised or supplemented, without additional cost to the NDOR, 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 NDOR shall set forth the 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 NDOR, the Reviewer's services are unsatisfactory, or because of the Reviewer's failure to prosecute work the work with due diligence, or within the time limits specified in this agreement, or because of the Reviewer's disability or death. In such an event, the work that has been completed, when the notice of termination is given by the NDOR, becomes the property of the NDOR. 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 NDOR's final offer of settlement where an agreement cannot be reached.

The Reviewer, as a condition of the above lump sum fee, agrees to attend necessary meetings and conferences with representatives of the NDOR and/or the United States Federal Highway Administration to discuss with various aspects and phases of the appraisal review action. However, it is agreed that additional payment for conferences with NDOR 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 Reviewer are considered to be their liability and are not to become an expense to the NDOR except as provided for in this agreement.

The Reviewer agrees to furnish the completed appraisal review assignment to the NDOR on or before . Supplemental or revised appraisal reviews caused by the NDOR'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 Reviewer that they will furnish the NDOR a written progress report of the appraisal work accomplished on the Project as requested by the Chief Appraiser for the NDOR.

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 Reviewer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Reviewer, 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 Reviewer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the NDOR shall have the right to annul this contract without liability.

The Reviewer agrees that they will prepare their appraisal review of the property involved independently and that they will not furnish to any other person or persons, except on proper order of court, a copy of the appraisal review or the information contained therein. The restriction, however, does not imply that the Reviewer may not use information obtained in the appraisal review in the course of their usual profession.

The appraisal review reports to the NDOR 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 the appraised value fixed by the Reviewer in their report may subsequently be affected by law, regulations, or economic conditions 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 were necessary to the terms of this contract.

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

The Reviewer 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 as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

