

## APPRAISAL SERVICES CONTRACT

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (herein called "Local Public Agency") 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 Local Public Agency valuation documents in accordance with the 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.

The billing statement for the valuation documents will be submitted to the Local Public Agency 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 Local Public Agency 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 Local Public Agency, 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 Local Public Agency's management will determine 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 Local Public Agency, 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 Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Appraiser, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Local Public Agency, the Nebraska Department of Roads 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 Local Public Agency 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 Local Public Agency except as provided for in this agreement.

The Appraiser agrees to furnish the completed valuation assignment to the Local Public Agency on or before . Supplemental or revised valuation reports caused by the Local Public Agency'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 Local Public Agency a written progress report of the work accomplished on the Project as requested.

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 Local Public Agency 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 Local Public Agency 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**            this            day of            , 20   .

**Local Public Agency**

**APPROVED:**

\_\_\_\_\_

**Authorized Signature**