

**SUGGESTED FORM OF CONTRACT
FOR APPRAISAL REPORTS FOR LOCAL PROJECTS**

This Contract is made and entered into this ____ day of _____, 19__, by and between _____, hereinafter called the Sponsor, and _____, hereinafter called the Contractor, which is located at _____,

WITNESSETH:

WHEREAS, the Sponsor has entered into a Project Cooperation Agreement, hereinafter called the PCA, with the United States of America, hereinafter called the Government, under which a civil works project will be constructed by the U.S. Army Corps of Engineers, hereinafter called COE, in cooperation with the Sponsor; and

WHEREAS, pursuant to the PCA it is the responsibility of the Sponsor to obtain appraisals for all interests in real property required for the project, and it is the responsibility of the COE to review said appraisals; and

WHEREAS, the Contractor has been retained for the purpose of furnishing to the Sponsor appraisal reports covering the real property described in this Contract.

NOW, THEREFORE, the parties mutually agree as follows:

1. Preparation and Review of Appraisal Reports.

a. The Contractor shall prepare, furnish, and deliver to the Sponsor appraisal reports covering the tracts of real property described in Schedule A attached to this Contract.

b. The Contractor will abide by the contiguity of the ownership and unity of use guidelines.

c. In accordance with Public Law 91-646 (1970), as amended, the Contractor shall contact the owner and give the owner, or his designated representative, an opportunity to accompany the appraiser during the inspection of the owner's property.

d. After the appraisal report is delivered to the Sponsor, it will be reviewed by a COE Review Appraiser. If requested by the Review Appraiser, the Contractor shall discuss the appraisal reports with the Review Appraiser, clarify or supplement any appraisals reports as necessary, and cooperate with the review process. Any discussions, clarifications, and supplements required by the review process shall be performed by the Contractor at no additional cost to the Sponsor, unless they are caused by changes in the project plans.

e. For lands valued at \$2,500 or less, the appraisal report may consist of a brief narrative report of four pages or less and containing at least three comparable sales.

2. Contents of Appraisal Reports.

a. The appraisal reports shall be narrative and shall conform to all applicable requirements contained in the pamphlet entitled "Uniform Appraisal Standards for Federal Land Acquisitions," Interagency Land Acquisition Conference, 1992; and those contained in the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Title III of Public Law 91-646), as amended.

b. The reports shall be in an 8 1/2" by 11" format.

c. The Contractor shall furnish four copies of each report to the Sponsor.

d. The appraisal report shall be organized as set forth in Section B of "Uniform Appraisal Standards for Federal Land Acquisitions." The appraisal report shall contain all of the items set forth in said Section B, unless inclusion is inappropriate, inapplicable, or impossible, and the report so indicates.

3. Delivery.

a. Time being of the essence, the Contractor shall deliver to the Sponsor all the completed reports on the following schedule:

- Tracts _____, or before _____;
- Tracts _____, on or before _____;
- Tracts _____, on or before _____;
- Tracts _____, on or before _____.

b. If the Contractor should not complete all appraisals required for the project described above by the delivery date, the Contractor shall pay the Sponsor \$500 per day liquidated damages.

4. Testimony at Judicial Proceedings. At the request of the Sponsor, the Contractor agrees to furnish testimony as to the value of the property on which appraisal reports were furnished in any judicial proceeding, including attendance at conferences preliminary to trial, and testimony at trial.

5. Payment.

a. Upon performance of the obligations under this Contract, the Contractor shall be paid the amount bid for each appraisal report as set forth on the attached Schedule A. This shall constitute full payment to the Contractor and shall include costs of all supplies, material, and equipment; all discussions, clarifications, and supplements required by the COE Review Appraiser; and all other expenses incurred by the Contractor in performance of this Contract. Payment shall be due upon the completion of review and acceptance by the COE Review Appraiser and upon presentation of invoices to the Sponsor.

b. For testimony in a judicial proceeding and attendance at conferences preliminary to trial, the Contractor shall be paid \$_____ per hour.

c. For appraisal revisions caused by changes in plats, descriptions, or estates or for updating reports when requested, the Contractor shall be paid \$_____ per appraisal.

6. Termination.

a. If the Contractor does not perform pursuant to this Contract and specifically if the Contractor fails to deliver completed appraisal reports on the schedule set forth in Paragraph 3 above, the Sponsor may terminate this Contract upon written notice to the Contractor. If this Contract is terminated pursuant to this section, the Contractor shall be due payment only for those appraisal reports which were received by the Sponsor before the Contractor receives said notice and were found to be acceptable by the COE Review Appraiser.

b. The Sponsor may terminate this Contract for its convenience at any time by written notice to the Contractor. Unless the notice directs otherwise, the Contractor shall immediately discontinue all work and services. If the Contract is terminated pursuant to this section, the Sponsor will pay the Contractor for all work done by the Contractor which is turned over to the Sponsor.

7. Changes. The Sponsor may at any time, by a written order, make any changes within the general scope of this Contract which may either increase or decrease the work and services hereunder. If such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly.

8. Confidentiality. All information contained in the appraisal reports shall be strictly confidential. The Contractor shall not divulge any information concerning such appraisal reports to any person other than authorized representatives of the Sponsor and the COE.

9. Disputes. Before any party to this Contract may bring suit in any court concerning an issue relating to this Contract, such party must first seek in good faith to resolve the issue through

negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

10. Federal and State Laws. The Contractor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the U.S. Army Corps of Engineers."

11. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

12. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government or the Sponsor shall have the right to annul this Contract without liability or, in its discretion, to add to the Contract, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CONTRACTOR

SPONSOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____