

CONTRACT FOR APPRAISAL REPORT

(Contractor)

THIS CONTRACT, entered into this _____ day of _____, _____ between the United States of America, hereinafter called the "Government", acting by and through the Administrator of General Services, represented by the undersigned Contracting Officer, _____

and _____ of the city of _____, State of _____, hereinafter called the "Contractor", witnesseth that the parties do hereby agree as follows:

1. The Contractor shall appraise that certain property, legal description of which is contained in Section 1 hereto attached and made a part hereof.

2. The Contractor shall make a detailed field inspection and identification of the various items of the property and shall make such investigations and studies as are appropriate and necessary to enable the Contractor to derive sound conclusions and to prepare the appraisal report to be furnished under this contract. Upon completion of the inspections, investigations, and studies, the Contractor shall prepare, furnish, and deliver to the Government an appraisal report in _____ copies covering and said property. The report shall, in form and substance, conform to recognized appraisal principles and practice; shall present adequate factual data to support each rate, percentage, or amount used in sufficient detail to permit an intelligent review of the appraisal report; shall relate his conclusions to those facts; and shall, among other things, include the items set forth in Sections 2 and 3 hereto attached and made a part hereof.

3. The Contractor, within _____ calendar days from, and after either the date of notice to proceed or the date the data described in Section 2, attached hereto, is made available to the Contractor, whichever is the later, shall mail or deliver the required number of copies of the contemplated report to the General Services Administration,

4. In consideration of the performance of the undertakings under this contract, the Contractor shall be paid by the Government the lump sum of _____ (\$ _____), which shall constitute full payment to the Contractor and shall include costs of all supplies, materials and equipment, and all other expenses of any kind or nature incurred by the Contractor in performing hereunder. Payment shall become due after review and approval of the reports and submission of properly certified invoice.

5. The Contractor shall not divulge, and shall take all reasonable steps to insure that no member of his staff or organization divulges any information concerning such appraisal reports to any person other than a duly authorized representative of the General Services Administration, or a person authorized in writing by the General Services Administration to obtain such information.

6. The Contracting Officer may at any time, by written order, make any changes in this contract which may affect the contents, scope or number of copies of the appraisal reports to be delivered hereunder, or the time of delivery. If such changes justify an increase or decrease in the amount provided to be paid by paragraph 4 of this contract or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

7. At the request of the Contracting Officer, the Contractor agrees to provide an updating of the report(s) to be delivered hereunder. The price to be paid shall be agreed upon in advance of the updating and shall represent the minimum fee customarily charged, but shall not exceed direct out-of-pocket expenses and the estimated time at a reasonable rate per diem, which estimates will be furnished in writing by the Contractor. The Contractor's direct out-of-pocket expenses and time in preparing the updating will be submitted to the Contracting Officer upon completion of the updating. Payment shall be limited to the actual time involved (*at the rate previously submitted by the Contractor*) and direct expenses or the agreed upon price, whichever is lower.

8. Upon the request of the United States Attorney or the Department of Justice, the Contractor agrees to testify as to the value of any and all of the property included in the appraisal report in any judicial proceedings involving the property or its value. In consideration of the performance of the undertaking provided in this paragraph, the Contractor shall be paid at a rate not in excess of \$ _____ per day, which payment shall constitute full reimbursement to the Contractor for such services and for any expenses incurred, including travel and subsistence. Payment therefor shall be by the Department of Justice in accordance with its prescribed regulations and procedures.

9. No member of or delegate to the Congress or Resident Commissioner of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

10. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

11. Equal Employment Opportunity. If this contract exceeds \$10,000, the provisions contained in GSA Form 1714, hereto attached, are made a part hereof.

12. The Contractor shall, in the performance of this contract, comply with all applicable Federal statutes, executive orders, and rules and regulations issued pursuant thereto as they relate to employment, hours of work, and overtime wages.

13. At the time of receipt and acceptance thereof, the appraisal report to be furnished by the Contractor as specified in Clause 3, above, shall become and remain the sole property of the Government of the United States.

14. The Contractor agrees that, prior to the disposal by the Government of the property cited in this agreement, or a date two years following the date of completion of his report covering the said property, whichever is the earlier, the Contractor and the employees of the Contractor will not, for his or their own account, negotiate for the property or perform services for others in connection with the said property unless the written consent of the appropriate Regional Commissioner of Commissioner of the Public Buildings Service is first obtained.

15. Contractor agrees that the General Services Administration and the Comptroller General of the United States, or any of the duly authorized representatives of either shall, until the expiration of three (3) years after final payment under this agreement have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement.

Said Contractor further agrees to include the following provision, with appropriate insertions in all of its subcontracts hereunder:

" (Name of Subcontractor) agrees that the General Services Administration and the Comptroller General of the United States or any of the duly authorized representatives of either, shall, until the expiration of three years after final payment under prime contract (Contract Symbol and number) between the United States of America and (Contractor's name), have access to and the right to examine any directly pertinent books, documents, papers, and records of (Name of Subcontractor) involving transactions related to the contract."

16. Time is of the essence, and if the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof including the time agreed upon for the delivery of necessary corrections or substantiations, or so fails to make such corrections as to endanger performance of this contract in accordance with its terms, the Government may by written notice terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been default or delay and may hold the Contractor liable for any damages caused the Government by reason of such termination. If the Government does not terminate this contract and the Contractor completes performance after the time specified, the Government shall have the right to reduce the contract fee by the amount of \$ _____ for each day of delay in delivery of the appraisal report and/or necessary corrections or substantiations. If such default or delay has been caused by serious illness and/or death of a person specially qualified to perform the contract and the Contractor is either an individual or does not have another qualified appraiser, the Contractor shall be relieved of liability for damages. Upon termination hereunder, the Government reserves the right to require the Contractor to turn over to the Government all data, maps, photographs, or other materials acquired for this contract upon allowing the Contractor an equitable price therefor.

17. The performance of work under this contract may be terminated, in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Contractor of a notice of termination at least three days prior to the effective date of termination. The Contractor agrees to cease all work, to turn over to the Government all data, maps, photographs, and other materials acquired for this contract work, and to submit to the Government a claim for work performed prior to termination. The Government shall pay the Contractor an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract price.

18. Except as otherwise provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Such decision shall be final and conclusive with respect to questions of fact unless within thirty days from the date of receipt of such copy, the Contractor appeals therefrom by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Administrator of General Services. The decision of the Administrator of General Services or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Nothing in this "Disputes" clause shall be construed as making final an administrative decision of a question of law. In connection with any appeal under this "Disputes" clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, including adjudication of any litigation in connection with such decision, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision or any modification thereof which may be made hereunder.

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

UNITED STATES OF AMERICA
Administrator of General Services

(Contractor)

By _____

(Official Title)

Attachments