

REAL ESTATE SERVICES ASSIGNMENT PROPOSAL AND FEE ESTIMATE

This information required by act 286 of 1964 to purchase land

UPDATE? <input type="checkbox"/> YES <input type="checkbox"/> NO	CONTRACT NO	CONTRACT DATE
OWNER		OCCUPANT
PHONE NO		PHONE NO
TYPE OF PROPERTY		LOCATION
VALUATION NEEDED FOR		PREPARED BY
IMPROVEMENTS, DESCRIBE		DATE PREPARED
REAL ESTATE SERVICES ASSIGNMENT		

The CONTRACTOR agrees to fully complete the described assignment and furnish same to the DEPARTMENT, it being fully understood and agreed by the parties hereto that in the event the CONTRACTOR shall fail to do so, the DEPARTMENT shall: (a) without the necessity of notice, terminate the services of said CONTRACTOR without incurring any liability for payment for services submitted after said due date, or (b) shall deduct, as liquidation of damages, a sum of money equal to one-third of one percent (1/3 of 1%) per calendar day for the first fifteen days and after the fifteenth day the amount shall be increased to one percent (1%) per calendar day of the total fee if the performance of the work authorization is delayed beyond the due date the same may be done with respect to the individual parcels until the described assignment is fully completed and furnished to the DEPARTMENT. Upon written request by the CONTRACTOR an extension of time may be granted by the DEPARTMENT in writing, in the event the CONTRACTOR has not received from the DEPARTMENT proper information needed to complete the assignment. In the event other extenuating circumstances occur, the time may be similarly extended at the DEPARTMENT'S sole discretion. Any liquidated damages assessed under this paragraph may be withheld from any money payable to the CONTRACTOR under this or any other contract with the DEPARTMENT. Additionally, the DEPARTMENT may pursue legal remedies to recover any unpaid liquidated damages.

JOB NO	CONTROL SECTION	PARCEL	NAME
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The DEPARTMENT may give the CONTRACTOR written notice to stop the delivery of services if: (a) the progress or quality of the CONTRACTOR'S work is unsatisfactory to the DEPARTMENT, or (b) the DEPARTMENT'S plans are changed so that the work is no longer needed. The DEPARTMENT will not pay for any work performed after the written notice is given to the CONTRACTOR. However, payment will be made for all satisfactory work performed before the DEPARTMENT gives the CONTRACTOR written notice to stop delivery of services. Such payment will be based upon the CONTRACTOR'S estimate of fees on individual services. In no event shall the DEPARTMENT pay the CONTRACTOR more than the amount of the work authorization.

All documentation or records created of the work performed or partially performed by the CONTRACTOR shall be the property of the DEPARTMENT and shall be delivered to the DEPARTMENT upon request.

For subsequent conferences regarding the real estate assignment, the CONTRACTOR shall be paid for each day spent in rendering such services (or on a pro rata basis for less than a full day), and such sum shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter. Payment for these services (if any) shall be at the rate of \$ _____ per hour, plus out-of-pocket expenses in accordance with the attached schedule, and state standard travel expense, when applicable.

If payment is made for any service on an hourly rate pursuant to the work authorization, the CONTRACTOR shall adopt standard accounting practices and permit the DEPARTMENT to inspect his/her records at any reasonable time.

The CONTRACTOR agrees not to accept real estate related assignments on other parcels within this control section from any person, firm, or organization other than the DEPARTMENT unless consent in writing is obtained from the DEPARTMENT.

The CONTRACTOR agrees to consult with designated DEPARTMENT personnel regarding the assignment. The CONTRACTOR also agrees that upon request he/she will prepare an updated (if applicable) assignment of any of the parcels covered by this proposal. Payment for said work shall be at the rate of \$ _____ per hour. The CONTRACTOR further agrees that he/she will submit upon a form to be supplied by the DEPARTMENT, a statement detailing the hours and charges for updating each assignment.

In addition, the CONTRACTOR agrees that if a condemnation damage trial takes place with regard to the parcel(s) covered by the work authorization, he/she will appear in court, at the DEPARTMENT'S request, and give testimony. The CONTRACTOR also agrees to consult with and assist the Assistant Attorney General handling each of such parcel(s).

The CONTRACTOR and the DEPARTMENT mutually agree that while the DEPARTMENT cannot, due to Section 2164 of the Revised Judicature Act, promise in advance to pay the CONTRACTOR any sum in excess of \$12.00 per day as a witness fee, the DEPARTMENT'S Attorney will ask the court to permit it to pay the CONTRACTOR for the appearance as a witness at \$ _____ per hour rated for actual time of court appearance plus travel time and state standard travel expenses.

No additional fees shall be allowed the CONTRACTOR for assistance by, or services of, supporting consultants except by express permission in writing by the DEPARTMENT.

In the event a revision of the above described work is necessary through CONTRACTOR error or oversight, said revision shall be submitted to the DEPARTMENT within ten days from receipt of the DEPARTMENT'S request at no additional cost to the DEPARTMENT. If revisions become necessary because of revised plans or additional requirements on the part of the DEPARTMENT, it shall be done by written amendment to the work authorization.

The CONTRACTOR, to the best of his/her knowledge, shall comply with all federal, state, and local laws and ordinances applicable to the work.

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure the work authorization, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the work authorization. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract without liability.

If more than one parcel is included in this proposal, the acceptance of an estimate for any one parcel is contingent upon approval of the total estimate. The CONTRACTOR agrees to negotiate a revised fee if parcel(s) are deleted.

The undersigned deposes and says that as the responsible CONTRACTOR submitting this proposal, he/she has not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of submitting an independent estimate of fees for this assignment.

The due date for this Real Estate Services assignment is _____ calendar days after authorization to proceed.

CONTRACTOR		DATE		ESTIMATE	
COMPANY NAME		VENDOR NAME		CONTRACTOR'S SIGNATURE	
JOB NO	CONTROL SECTION	PARCEL	NAME		

REAL ESTATE SERVICES ASSIGNMENT (Continued)
