

AGREEMENT FOR APPRAISAL SERVICES

This Agreement is entered into this _____ day of _____, 2017, by and between Great Plains Appraisal, Inc., hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County desires to hire an appraiser to appraise the property located at 2202 S. 11th Street., Lincoln, Nebraska, commonly referred to as Trabert Hall ("the Property"), and to prepare and submit an Appraisal Report for the Property;

WHEREAS, the Contractor is qualified with the necessary skills, expertise, and experience to meet those needs; and

WHEREAS, the County and the Contractor desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) The Term of this Agreement shall be from the date of execution by both Parties through the date of Contractor's completion of the Appraisal Report for the Property and its submission to the County, but in no event shall the Agreement remain in effect later than eight weeks from the date of execution by both Parties.

2) The purpose of this Agreement is for the Contractor to appraise the Property and to prepare and submit an Appraisal Report for the Property.

3) The Contractor shall provide the Services outlined in the Contractor's Engagement for Appraisal Services, attached hereto as Attachment A, and incorporated herein by this reference.

4) The County shall provide Contractor with reasonable access to the Property.

5) Compensation: In exchange for Contractor's performing all of the Services and other duties provided for in this Agreement, the County shall pay the Contractor Four Thousand Dollars (\$4,000.00). Within 30 days of delivery of the completed Appraisal Report to County, Contractor shall submit an invoice for reimbursement to County. County shall pay Contractor within 30 days of receipt of the invoice for reimbursement.

The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including, but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance. The County shall not be responsible for compensating Contractor for any instruction not actually provided, or for any additional Contractor expenses whatsoever.

6) Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

7) Assignment: Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

8) Hold Harmless: Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This Section 8 will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

9) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

10) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance, or any other basis prohibited by applicable state or federal law.

11) Termination: This Agreement may be terminated at any time by either Party giving thirty (30) days written notice. Should the Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor.

12) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

13) Insurance. The Contractor shall, prior to beginning work, provide proof of insurance

coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence.

a) **Workers' Compensation.** The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the County with an endorsement for waiver of subrogation. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

b) **Commercial General Liability.** The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. The Contractor shall provide an additional insured endorsement acceptable to the County, and approval shall not be unreasonably withheld.

c) **Automobile Liability.** The Contractor shall provide proof of Automobile coverage, which shall include: Hired and Non-Owned, Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d) **Professional Liability.** Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed.

e) **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis.

f) **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than

workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

g) Minimum Scope of Insurance. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

h) Sovereign Immunity. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

14) During the term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable state and local laws.

15) All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the Department of Community Corrections or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County
c/o Don Killeen
555 South 10th Street
Lincoln, Nebraska 68508

Contractor:

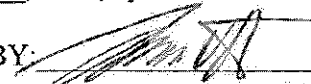
Great Plains Appraisal, Inc.
115 Cherry Hill Blvd..
Lincoln, Nebraska 68510

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

16) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior Contracts, agreements and negotiations between the Parties whether verbal or written.

17) Forbearance Not Waiver: County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

EXECUTED this 17th day of March, 2017, by Contractor.

BY: 

NAME: Thomas W. Kuback, President

TITLE: Great Plains Appraisal Co. Inc.

EXECUTED this _____ day of _____, 2017, by Lancaster County, Nebraska.

BY: _____

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney



Thomas W. Kubert, MAI, CCIM
 Cody Gerdes, MAI
 Lori L. Johnson, MAI
 Wayne W. Kubert, MAI

**ENGAGEMENT FOR APPRAISAL SERVICES
 NON-RESIDENTIAL
 (PAGE 1 OF 2)**

CLIENT INFORMATION

CLIENT: Lancaster County CLIENT CONTACT: Don Killeen
 DELIVERY ADDRESS: 555 South 10th Street
 CITY: Lincoln STATE: NE ZIP CODE: 68508
 PHONE NUMBER: Don: (402) 441-7356 E-MAIL: dkilleen@lancaster.ne.gov
 SECONDARY CLIENT: _____

PROPERTY INFORMATION

OWNER NAME(S): Lancaster County
 PROPERTY ADDRESS: 2202 S. 11th Street, Lincoln, NE
 LEGAL DESCRIPTION/PARCEL ID: 10-35-437-003-000
 PROPERTY TYPE: APARTMENT- # UNITS: _____ OFFICE INDUSTRIAL SERVICE
 RETAIL MIXED USE LAND OTHER: _____

USE/USER(S) OF APPRAISAL

USE: SALE SALE PRICE \$ _____ INTERNAL OWNERSHIP DECISION PROCESS
 FINANCE/REFINANCE OTHER _____
 USER OF APPRAISAL REPORT: CLIENT OWNER
 OTHER _____

SCOPE OF SERVICES

APPRAISAL REPORT CONSULTATION
 RESTRICTED APPRAISAL REPORT OTHER: _____

PRIOR APPRAISAL SERVICES

I HAVE PERFORMED SERVICES AS AN APPRAISER, OR IN ANY OTHER CAPACITY, REGARDING THIS PROPERTY WITHIN THE THREE-YEAR PERIOD IMMEDIATELY PRECEDING THIS PROPOSAL
 YES NO
 COMMENT: N/A

INITIAL INFORMATION NEEDED (IF APPLICABLE)

PURCHASE AGREEMENT LEASE DATA/COPY (if any)
 PLANS/COSTS REAL ESTATE INCOME/EXPENSE DATA (if available)
 OTHER: Cross-Access Agreements, if any

PROPERTY ACCESS INFORMATION

CONTACT NAME: Don Killeen PHONE: (402) 441-7356
 OWNER REPRESENTATIVE TENANT OTHER: _____

GREAT PLAINS APPRAISAL, INC.
ENGAGEMENT FOR APPRAISAL SERVICES
NON-RESIDENTIAL
(PAGE 2 OF 2)

PROPOSAL

- APPRAISAL SERVICES REPORT SHALL BE COMPLETED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICES AND IN CONFORMITY WITH THE CODE OF PROFESSIONAL ETHICS AND STANDARDS OF THE APPRAISAL INSTITUTE.
- PROPOSED TOTAL FEE
- REQUIRED RETAINER TO BE PAID PRIOR TO COMMENCEMENT OF APPRAISAL PROCESS, REMAINDER OF FEE DUE UPON DELIVERY OF REPORT.
- PROPOSED COMPLETION DATE: _____
 4-5 WEEKS AFTER SIGNED ENGAGEMENT
- HOW MANY COPIES OF REPORT? PDF: YES NO
- APPRAISAL SERVICES MAY BE ASSIGNED WITHIN GREAT PLAINS APPRAISAL BASED ON AVAILABILITY AND COMPETENCY.
- ADDITIONAL SERVICES (MEETINGS, DEPOSITIONS, TESTIMONY, TRAVEL, AND/OR PREPARATION) BILLED AT PER HOUR FOR SERVICES AFTER DELIVERY OF ORIGINAL REPORT.
- COMMENTS: N/A

DISCLOSURE

THE APPRAISERS SIGNING THIS REPORT HAVE FUNCTIONED AS CONSULTANTS TO THE BOARD OF EQUALIZATION OF LANCASTER COUNTY, NEBRASKA DURING THE THREE-YEAR PERIOD PRECEDING THE DATE OF THIS APPRAISAL. THAT CONSULTING ASSIGNMENT MAY HAVE INCLUDED THE SUBJECT PROPERTY RELATED TO THE APPEAL OF ASSESSMENTS FOR TAXATION. THE FUNCTION OF THE APPRAISERS IN THAT CONSULTING CAPACITY WAS EXEMPT FROM THE NEBRASKA REAL PROPERTY APPRAISERS ACT. ALL DATA, ANALYSIS, AND DOCUMENTATION RELATED TO THIS CONSULTING ASSIGNMENT ARE MAINTAINED BY THE COUNTY CLERK OF LANCASTER COUNTY, NEBRASKA.

OTHER: N/A

ACCEPTANCE OF PROPOSAL

PROPOSAL SUBMITTED BY: _____

DATE: 2/22/2017

PRINT NAME: Thomas W. Kubert

THIS PROPOSAL SHALL BE CONSIDERED VALID FOR DAYS FROM DATE INDICATED WITH THE GREAT PLAINS APPRAISAL SIGNATURE

ACCORDING TO THE TERMS OF THE PROPOSAL, I/WE ACCEPT YOUR PROPOSAL AND WORK IS AUTHORIZED TO BEGIN UPON RECEIPT OF THIS NOTICE, AND ANY REQUIRED RETAINER FEES. ALL REMAINING PROFESSIONAL FEES ARE DUE UPON RECEIPT OF THE APPRAISAL REPORT.

CLIENT SIGNATURE: _____

DATE: _____

PRINT NAME: _____



CERTIFICATE OF LIABILITY INSURANCE

GREAT-5

OP ID: LH

DATE (MM/DD/YYYY)

03/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mid-Alliance Ins Assoc, LLC 5600 So 48th St, Suite 114 Lincoln, NE 68516-4105 Robert K Marshall	Phone: 402-421-7800 Fax: 402-421-7832	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Great Plains Appraisal Co Thomas Kubert 115 Cherry Hill Blvd Lincoln, NE 68510-2639	INSURER A : Owners Insurance Company		32700
	INSURER B : Auto-Owners Insurance Group		18988
	INSURER C : Lloyd's of London		32727
	INSURER D :		
	INSURER E :		
	INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		4971117800	01/24/2017	01/24/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			4971117800	01/24/2017	01/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X 39057167	01/24/2017	01/24/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS below						
C	Professional Liab			MOL141654217	02/20/2017	02/20/2018	E&O Ded 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Lancaster, Nebraska is an Additional Insured on a primary and non-contributory basis on the General Liability. Waiver of Subrogation applies on the Work Comp.

CERTIFICATE HOLDER**CANCELLATION**

COUNLA1 County of Lancaster, Nebraska 555 S 10th St. Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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27060 (10-86)

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**OLSSON ASSOCIATES
ATTN STEVE BACKMAN
1111 LINCOLN MALL
LINCOLN NE 68508**

**COUNTY OF LANCASTER, NEBRASKA
555 S 10TH ST
LINCOLN, NE 68508**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

SCHEDULE*

Name of Person or Organization:

COUNTY OF LANCASTER, NEBRASKA

Address:

**555 S 10TH ST
LINCOLN NE 68508**

Interest:

It is agreed:

WHO IS INSURED is amended as follows:

The person or organization shown above is an insured but only with respect to their liability:

1. to which this insurance applies; and
2. which arises out of the specific interest described above.

The limits of insurance for the additional insured are those specified in the written contract or agreement between the Insured and the person or organization named above, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

All other terms and conditions of the policy apply.

*If the information is not shown in the Schedule, it will be shown in the Declarations.