



REAL ESTATE APPRAISAL CONTRACT

Contract No.

THIS CONTRACT, made and entered into this _____ day of _____ 19____ by and between (airport owner) _____ (hereinafter referred to as the airport) and the real estate appraiser (Individual, partnership, firm, corporation) residing at _____ in the city of _____ State of _____ (hereinafter referred to as the contractor). In the event the contractor is a partnership, firm or corporation, the services to be rendered under this contract will be performed by the following designated appraisers whose qualifications are approved and on record with the airport owner and are employees or associates of the contractor in the performance of this contract.

NAME

ADDRESS

Table with 2 columns: NAME, ADDRESS. Multiple rows for listing appraisers.

WITNESSETH

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

- 1. The contractor shall furnish to the airport a written professional opinion, adequately supported and documented, of the fair market value of certain parcels of real estate, or designated parts thereof, on all parcels listed below under paragraph 2, on FAA project number _____, in _____ and, as required by the airport, the contractor shall appear in court or before court appointed commissioners as an expert witness on behalf of the airport to testify with respect to the opinion of the fair market value of each parcel appraised.
2. (a) For and in consideration of services in furnishing said appraisals, the contractor shall be paid for each parcel the sum set forth as follows:

Table with 4 columns: Parcel Number, Amount, Parcel Number, Amount. Includes a TOTAL row at the bottom right.

- (b) For appearances in court or before court appointed commissioners, or for appearances at conferences prior to trial or for the purpose of the taking of depositions on behalf of the airport, the contractor shall be paid at the rate of _____ dollars (\$ _____) (per hour) or (per diem). Such rate of payment shall include all expenses incurred in rendering such services.

In the event the scope and character of the work as provided herein is materially changed due to substantially revised plans or additional work is required by the airport, the contractor agrees to furnish the required revisions or supplements and to perform the additional work requested by the airport in excess of that set forth in the contract, for the sum of \$ _____ per hour for the time required to prepare such revisions or to perform such additional work.

- (c) Statements by the contractor for payment for the aforesaid services shall be itemized and submitted to the airport.
3. The contractor shall begin work not later than the _____ day of _____, 19____, and shall fully complete the appraisals and furnish to the airport _____ (____) copies of such appraisal within _____ (____) days after having been notified of the approval of this contract. It is fully understood and agreed that in the event the contractor shall fail to perform the work within the time herein provided, the airport may, at its sole option, consider the services of the said contractor terminated, and, upon written notice thereof by certified mail to the contractor of such termination, shall not be liable for payment for appraisals submitted after the date; provided, however, that upon application by the contractor, the airport in the event of extenuating circumstances, may, in its discretion, expressly grant in writing an extension of time to the contractor.
 4. An appraisal for each parcel contracted for in this agreement shall be submitted on either the forms provided or as a complete narrative type of appraisal provided it complies with current Federal Aviation Administration appraisal procedures as set forth in Order 5100.37, Land Acquisition and Relocation Assistance For Airport Projects, 49 CFR Part 24.
 5. Comparable sales data that is furnished to the contractor or is made available to it by the airport, if any, shall be personally checked and verified by the contractor as to accuracy and completeness.
 6. (a) The airport shall have the right to terminate this contract with regard to any or all services provided for herein in the event of changes in airport plans which obviate the necessity of any such appraisal which may be involved. Such termination shall be given by the airport to the contractor by written notice by certified mail to the last known address of the contractor. In such event, the airport will be liable to the contractor for only those services which have been rendered prior to the date of mailing of such notice.

(b) In the event of the termination of any or all of the work provided for under this contract, the contractor shall be paid a proportionate part of the fee provided for with regard to the particular parcels terminated in proportion to the work and services actually completed on the parcel or parcels involved as of the date of termination.

(c) Upon termination of this contract, or any part thereof, for any reason provided for herein, any and all work actually performed by the contractor shall become the property of the airport.
 7. This contract may be supplemented in the event the scope and character of the work as provided for herein is materially changed due to substantially revised plans or additional work as may be required by the airport. In such event, the supplemental contract covering only such revisions or changes as agreed upon by the contractor and the airport shall provide for equitable adjustments regarding the time of performance including such appropriate increase or decrease in the amount of compensation as was provided for in the basic contract.
 8. The contractor warrants that any company or person has not been employed or retained, other than a bona fide employee working solely for the contractor, to solicit or secure this agreement, and that payment or an agreement has not been made to pay any company, firm, or person, other than a bona fide employee working solely for the contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the airport shall have the right to annul this agreement without liability.
 9. Any dispute concerning a question of fact in connection with the work hereunder which is not otherwise disposed of by this agreement, shall be decided by the airport, subject only to an appropriate appeal to the court.
 10. The contractor agrees to indemnify and save harmless the airport, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the contractor in the performance of this contract.
 11. The parties hereto agree that the contractor, and any agents and employees of the contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Airport.

12. This agreement is not assignable by the contractor, either in whole or in part, and no portion of the work may be sublet or transferred to any other person or persons without prior written approval of the airport.
13. The contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work.
14. The contractor shall execute for each parcel a Certificate of Appraiser, that complies to FAA Form 5100-111, as from time to time may thereafter be revised.
15. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, nor any alteration or variation of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
16. All information contained in the appraisal, and all parts thereof, are to be treated as a privileged communication. The contractor shall take all necessary steps to ensure that there will not be any information divulged concerning the appraisal except to a duly authorized representative of the airport or a duly authorized representative of the Federal Aviation Administration, or as otherwise required by court order.
17. The contractor agrees that during the performance of this contract, equal employment opportunities shall be provided for all qualified persons and that there shall not be any discrimination against any employee or applicant because of race, color, sex, religion, or national origin. The contractor and associated subcontractors shall comply with the Civil Rights Act of 1964 and with Executive Order No. 11246, dated September 24, 1965, or with such other executive orders and statutes concerning nondiscrimination which may from time to time hereafter, be promulgated.
18. During the performance of this contract, for itself, its assignees and successors in interest, the contractor, agrees as follows:
 - (a) **Compliance with Regulations:** The contractor will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, part 21, hereinafter referred to as the regulations which are herein incorporated by reference and made a part of this contract.
 - (b) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
 - (c) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
 - (d) **Information and Reports:** The contractor will provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the airport or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (e) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the airport shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the contractor under the contract until the contractor complies,

and/or

(2) Cancellation, termination, or suspension of the contract, in whole or part.

(f) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the airport to enter into such litigation to protect the interests of the airport, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. It is agreed by and between the parties hereto that in the performance of the terms, conditions, and provisions of this contract by the contractor that time is of the essence.

20. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

(a) **Policy.** It is the policy of the Department of Transportation (DOT) that DBE business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(b) **DBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

APPROVING OFFICIALS

Date Airport Representative (Type name/title)

Signature

Date Appraiser (Type name/title)

Signature