



REAL ESTATE APPRAISAL REVIEW CONTRACT

Contract No. _____

THIS CONTRACT, made and entered into this _____ day of _____ 19____ by and between _____ (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 of record with the airport owner and who are employees or associates of the contractor in the performance of this contract.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

WITNESSETH

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

- The contractor shall furnish to the airport a written professional opinion, in the form of an appraisal review, as to the adequacy of appraisals prepared to estimate 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 _____.
- (a) For and in consideration of services in furnishing said appraisal reviews, the contractor shall be paid for each parcel the sum set forth as follows:

PARCEL NUMBER	AMOUNT	PARCEL NUMBER	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) Statements by the contractor for payment for the aforesaid services shall be itemized and submitted to the airport.

- Appraisal review services will be performed pursuant to the terms and conditions of all applicable Federal, state, and local laws, rules, and regulations including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646, as amended) as implemented by the United States Department of Transportation in 49 C.F.R. Part 24. The term appraisal reports as used herein shall include narrative, form, or value findings appraisals as may be required by the airport owner.
- Appraisal review services will be performed by a qualified employee or associate of the contractor. All review appraisers must be a qualified appraiser and meet the minimum standards as required by the airport owner.
- The contractor shall begin work upon receipt of a formal notification by the airport and shall fully complete the review appraisals and furnish to the airport (____) copies of such review appraisal within (____) working days after having been notified of the start-up date of this contract through receipt of appraisal reports.
- Contractor shall abide by decisions made by the airport on questions concerning acceptability of any work performed on the project. All decisions made by airport are final.
- Contractor shall correct any deficient work performed by him/her on the project and deliver corrected work to airport at his/her own expense. Corrected work shall be delivered to the airport owner at the airport office within 15 days from date of request for correction of item.
- 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 appraisal reviews submitted after the date; provided, however, that upon application by the contractor, the airport in the event of extenuating circumstances, may, at its discretion, expressly grant in writing an extension of time to the contractor.

9. Upon receipt of appraisals from the airport owner, the contractor will perform an appraisal review of each parcel to determine that the appraisal meets acceptable standards. The contractor will be required to perform appraisal reviews of appraisal reports submitted by property owners when requested by the airport. A review of this type will receive compensation based on the parcel amount for that parcel as set forth in Paragraph 2.
10. After performing the appraisal review(s), the contractor will recommend to the airport the amount to be offered to the property owner and prepare a Review Appraisal Report and Statement of Just Compensation and certification. The contractor must sign all review appraisal reports, being responsible for the accuracy of data and opinions therein.
11. When an appraisal report is rejected by the contractor and returned to the appraiser because of error or deficiency, the contractor will be required to complete a subsequent review of the revised report without additional compensation. From time to time the contractor will be available for conferences as found necessary to discuss the appraisal aspect of the project.
12. Negotiation of mutual acceptance of major changes in the scope, character, or estimated total cost of the work to be performed will be agreeable to the airport and contractor as such changes become necessary as the work progresses.
13. A review 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 review, provided it complies with current Federal Aviation Administration appraisal review procedures as set forth in FAA Order 5100.37 and 49 CFR Part 24.
14. The contractor shall make field inspections of the comparable sales and the subject property. The conditions of the sales shall be verified with the buyer or the seller, or both, to the extent necessary to insure the accuracy of the data. 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 the accuracy and completeness.
15. (a) The airport owner shall have the right to terminate this contract with regard to any or all services provided for herein in the event of changes in the airport's plans which obviate the necessity of any such review appraisal which may be involved. Such terminations 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 notices.
(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.
16. 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.
17. The contractor warrants that no company or person has 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. The contractor shall comply with all Federal, state, and local laws and ordinances applicable to the work.
23. 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 and all of the parties hereto.
24. All information contained in the appraisal(s) and review appraisal, and all parts thereof, are to be treated as a privileged communication. The contractor shall take all necessary steps to insure that there will not be any information divulged concerning the review 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.
25. The Contractor shall be available for consultation (including, but not limited to discussion of appraisal, review and other market information, appraisal review notes, etc) with airport and Federal representatives after completion of this contract, should the need arise. Said consultation shall be contracted for by a separate agreement in accordance with airport policies, and shall not exceed \$ _____ dollars (\$ _____) per hour or \$ _____ dollars (\$ _____) per day.
26. 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.
27. The Airport owner, the Federal Aviation Administration, The Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.
28. It is agreed 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. The contractor shall be paid one-half the payment as prescribed in Paragraph 2 above upon receipt of the review appraisal report. The balance will be paid upon the airport receiving evidence that the review appraisal had met all requirements. Payment of the balance will not be delayed more than ninety (90) days after initial receipt of the review appraisal report unless the delay results from deficiencies in the review appraisal. In the event the review appraisal reports are not received by the date agreed in above, damages shall be assessed at the rate of _____ dollars (\$ _____) per day until received.
29. **Title VI Assurances:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (a) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (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 during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall 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 leases of 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, or national origin.
- (d) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 Regulation, 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 FAA, 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 is or the FAA 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 in part.
- (f) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the airport or the FAA 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

30. 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 herein set forth.

APPROVING OFFICIALS

Date	Airport Representative (Type name/title)
Date	Signature
Date	Review Appraiser (Type name/title)
Date	Signature