

**APPRAISAL AGREEMENT
for
APPRAISAL SERVICES
between**

and

11/03

AIRPORT NAME:

LOCATION:

PROJECT NO.:

PARCEL NOS.:

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____, by and between _____, herein referred to as the "CONSULTANT/SPONSOR", and _____, residing at _____ in the city of _____, State of _____, herein referred to as "APPRAISER." In the event the APPRAISER is a partnership, firm or corporation, the services to be rendered under this contract will be performed by the following designated appraiser(s) whose qualifications are approved and on record with the CONSULTANT/SPONSOR and are employees or associates of the APPRAISER in the performance of this contract.

NAME

ADDRESS

WITNESSETH:

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

1. The APPRAISER shall furnish to the CONSULTANT/SPONSOR his professional appraisal, 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 the above Project No. _____ at the _____ Airport, and, as required by the CONSULTANT/SPONSOR, the APPRAISER shall appear in court or before court appointed commissioners as an expert witness on behalf of the CONSULTANT/SPONSOR 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 APPRAISER shall be paid for each parcel the sum set forth as follows:

PARCEL NO	AMOUNT	PARCEL NO.	AMOUNT

(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 CONSULTANT/SPONSOR, the APPRAISER shall be paid at the rate of \$_____ Q per hour or \$_____ Q per diem. Such rate of payment shall include all expenses incurred in rendering such services. However, the APPRAISER will meet once each with the CONSULTANT/SPONSOR if requested, at no extra charge, to explain the appraisal.

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 CONSULTANT/SPONSOR, the APPRAISER agrees to furnish the required revisions or supplements and to perform the additional work requested by the CONSULTANT/SPONSOR 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) If payment is made for any service on an hourly rate pursuant to this contract, the APPRAISER shall adopt standard accounting practices and permit the CONSULTANT/SPONSOR if requested, at no extra charge, to explain the appraisal.

3. The undersigned deposes and says that, as the responsible APPRAISER submitting this proposal, he/she has not directly or indirectly entered into any contracts, participated in any collusion or otherwise taken any action in restraint of submitting an independent estimate of fees for this contract.
4. The APPRAISER agrees to consult with designated CONSULTANT/SPONSOR personnel regarding his/her appraisal. The APPRAISER also agrees that upon written request he/she will prepare an updated appraisal of any of the parcels covered by this contract. Payment for said work shall be at the rate of \$_____ per hour.

Updated appraisals shall be completed within an agreed time after the written request for said work is received. The APPRAISER further agrees that he/she will submit in a form suitable to the CONSULTANT/SPONSOR a statement detailing the hours and charge that he/she will make for updating each appraisal. This estimate will be submitted within 10 days after it is requested. In addition, the APPRAISER agrees that, if a condemnation damage trial takes place with regard to the parcels covered by this contract, he/she will appear in court at the CONSULTANT/SPONSOR's request and give testimony based on his/her appraisal or the last updating of same accepted by the CONSULTANT/SPONSOR. The APPRAISER also agrees to consult with and assist the SPONSOR's attorney handling each of such parcels.

5. The APPRAISER and the CONSULTANT/SPONSOR mutually agree that while the CONSULTANT/SPONSOR cannot, due to Section 2164 of the Revised Judicature Act, promise to pay the APPRAISER any sum in excess of \$_____ per day as a witness fee, the SPONSOR's attorney will ask the court to permit to pay the APPRAISER for his/her appearance as a witness at \$_____ per hour rate for actual time of court appearance, plus travel time and standard travel expenses.
6. The APPRAISER shall begin work not later than the ____ day of _____, 20 ____, and shall fully complete the appraisals and furnish the CONSULTANT/SPONSOR four (4) copies of such appraisal of each parcel within _____ days after having been notified of the approval of this contract. It is fully understood and agreed that in the event the APPRAISER shall fail to perform the work within the time herein provided, the CONSULTANT/SPONSOR may, at its sole option, consider the services of the said APPRAISER terminated, and, upon written notice thereof by certified mail to the APPRAISER of such termination, shall not be liable for payment for appraisals submitted after the date; provided, however, that upon application by the APPRAISER, the CONSULTANT/SPONSOR in the event of extenuating circumstances, may, in its discretion, expressly grant in writing an extension of time to the APPRAISER.
7. An appraisal for each parcel contracted for in this contract shall be submitted on either the forms provided or as a complete narrative type of appraisal provided it complies with current FAA appraisal procedures as set forth in Order 5100.37A (Land Acquisition and Relocation Assistance for Airport Projects, 49 CFR Part 24).
8. The CONSULTANT/SPONSOR shall furnish the APPRAISER with the parcel number, the type of interest to be appraised, a drawing of the parcel under appraisal, the legal description, the parties in interest and all other pertinent data available.
9. Comparable sales data that is furnished to the APPRAISER or is made available to it by the CONSULTANT/SPONSOR, if any, shall be personally checked and verified by the APPRAISER as to accuracy and completeness.

10. (a) The CONSULTANT/SPONSOR shall have the right to terminate this contract with regard to any or all services provided for herein in the event of changes in CONSULTANT/SPONSOR plans which obviate the necessity of any such appraisal which may be involved. Such termination shall be given by the CONSULTANT/SPONSOR to the APPRAISER by written notice of certified mail to the last known address of the APPRAISER. Receipt of the APPRAISER in writing of notice of cancellation shall relieve the CONSULTANT/SPONSOR of any liability for further services under this contract. In such event, the CONSULTANT/SPONSOR will be liable to the APPRAISER for only those services which have been rendered prior to the date of mailing such notice.
 - (b) In the event of the termination of any or all of the work provided for under this contract, the APPRAISER 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 APPRAISER shall become the property of the CONSULTANT/SPONSOR.
11. No additional fees shall be allowed the APPRAISER for assistance by, or service of, supporting personnel, except by express permission in writing by the CONSULTANT/SPONSOR.
 12. In the event a revision of the above-described appraisals is necessary, through APPRAISER's error or oversight, said revision shall be submitted to the CONSULTANT/SPONSOR within ten (10) days from receipt of the CONSULTANT/SPONSOR's request at no additional cost to the CONSULTANT/SPONSOR. This contract may be amended 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 CONSULTANT/SPONSOR. In such event, the amended contract covering only such revisions or changes as agreed upon by the APPRAISER and the CONSULTANT/SPONSOR 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.
 13. The APPRAISER warrants that any company or person has not been employed or retained, other than a bona fide employee working solely for the APPRAISER, to solicit or secure this contract, and that payment or a contract has not been made to pay any company, firm, or person, other than a bona fide employee working solely for the APPRAISER any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CONSULTANT/SPONSOR shall have the right to annul this contract without liability.
 14. The APPRAISER agrees to indemnify and save harmless the CONSULTANT/SPONSOR, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms, of any and all persons, firms, or corporations furnishing or supplying 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 APPRAISER in the performance of this contract.
 15. The parties hereto agree that the APPRAISER, and any agents and employees of APPRAISER, in the performance of this contract, shall act in an independent capacity and not as officers of employees of agents of the CONSULTANT/SPONSOR.
 16. This contract is not assignable by APPRAISER 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 CONSULTANT/SPONSOR.
 17. The APPRAISER shall comply with all federal, state, and local laws and ordinances applicable to the work.
 18. The APPRAISER 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.
 19. 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 understandings or contracts not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

20. All information contained in the appraisal, and all parts thereof, are to be treated as a privileged communication. The APPRAISER 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 CONSULTANT/SPONSOR or a duly authorized representative of the Michigan Department of Transportation- Aeronautics (AERO) or Federal Aviation Administration (FAA), or as otherwise required by court order.
21. The APPRAISER 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 APPRAISER and associated subcontractors shall comply with the Civil Rights Act of 1964 and with Executive Order No. 11248, dated 9/24/65, or with such other executive orders and statutes concerning nondiscrimination which may from time to time hereafter, be promulgated.
22. The parties hereto covenant not to discriminate against any employee of applicant for employment to be employed in the performance of this contract with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her age, handicap, or sex except where based on a bona fide occupational qualification, or because of race, color, religion, national origin or ancestry and to require a similar covenant on the part of any subcontractor employed in the performance of this contract.
23. Title VI Assurances. During the performance of this contract, for itself, its assignees and successors in interest, the APPRAISER, agrees as follows:
 - (a) Compliance with Regulations. The APPRAISER 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 APPRAISER, 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 procurement of materials and leases of equipment. The APPRAISER 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 the regulations.
 - (c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the APPRAISER for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the APPRAISER of the APPRAISER'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 APPRAISER 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 CONSULTANT/SPONSOR, AERO or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of an APPRAISER is in the exclusive possession of another who fails or refuses to furnish this information, the APPRAISER shall so certify to the CONSULTANT/SPONSOR, AERO, 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 APPRAISER'S noncompliance with the nondiscrimination provisions of this contract, the CONSULTANT/SPONSOR shall impose such contract sanctions as it, AERO, or the FAA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the APPRAISER under the contract until the APPRAISER complies.
- (2) Cancellation, termination, or suspension of the contract, in whole or part.

(f) Incorporation of Provisions. The APPRAISER will include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The APPRAISER will take such action with respect to any subcontract or procurement as the CONSULTANT/SPONSOR, AERO, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event an APPRAISER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the APPRAISER may request the CONSULTANT/SPONSOR to enter into such litigation to protect the interests of the CONSULTANT/SPONSOR, and in addition, the APPRAISER may requested the United States to enter into such litigation to protect the interest of the United States.

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

25. Disadvantaged Business Enterprise (DBE) Assurances.

(a) Policy. It is the policy of the Department of Transportation (DOT) that DBE's 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 contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(b) DBE Obligation. The APPRAISER 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 contract. In this regard, all APPRAISERS 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. APPRAISERS 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. This contract shall not be binding of either party until all of the following have affixed their signatures hereto.

WITNESS:

Appraisal Firm

Appraiser

Date: _____

Social Security No./Federal I.D. No.

WITNESS:

Airport Sponsor or Consultant

Authorized Signature

Date: _____

**ATTACH EXHIBIT A PROPERTY MAP HERE.
THE AREA TO BE ACQUIRED
SHOULD BE HIGHLIGHTED. IF POSSIBLE SIDWELL NOS. AND/OR ADDRESSES SHOULD BE PROVIDED.**

ATTACH
"FEDERAL ATTACHMENTS TO CONTRACT"
HERE.

CERTIFICATE OF APPRAISER (SAMPLE)

11/03

AIRPORT:	PROJECT NO.:	PARCEL NO.:
	PARCEL ADDRESS:	

I hereby certify:

That on _____ (date) (s), I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value express below is based is correct, subject o the limiting conditions set forth in the appraisal.

That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by _____, with the assistance of federal funds state funds Non-applicable.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property isacquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property.

That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or its designated representative or officials of the State of Michigan Federal Aviation Administration and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the _____ day of _____, 20 ____, and that such conclusion was reached without collaboration or direction as to value.

It is my opinion that the fair market value of the above captioned real property is as follows:

Value Before Acquisition \$ _____
 Value After Acquisition \$ _____
 Value Difference \$ _____

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of _____. The opinion of value expressed above is the result of and is subject to the data and conditions described in detailed in this report of _____ pages.

Date of Contract _____

Typed Name _____

Signature _____

Date _____

NOTE: Other statements, required by the regulations of an appraisal organization of which the appraiser is a member of by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.