

REVIEW APPRAISAL AGREEMENT
for
REVIEW 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 "REVIEW APPRAISER." In the event the REVIEW 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 REVIEW APPRAISER in the performance of this contract.

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WITNESSETH:

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

1. The REVIEW APPRAISER shall furnish to the CONSULTANT/SPONSOR his professional appraisal review, adequately supported and documented, 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 the above Project No. _____ at the _____ Airport.
2. (a) For and in consideration of services in furnishing said review appraisals, the REVIEW APPRAISER shall be paid for each parcel the sum set forth as follows:

PARCEL NO.	AMOUNT	PARCEL NO.	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (b) Statements by the REVIEW APPRAISER for payment for the aforesaid services shall be itemized and submitted to the CONSULTANT/SPONSOR.

3. 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

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Acquisition Policies Act of 1970 (Public Law 91-646, as amended) as implemented by the U.S. Department of Transportation in 49 CFR Part 24. The term appraisal reports as used herein shall include narrative, form, or value findings appraisals as may be required by the CONSULTANT/SPONSOR.

4. Appraisal review services will be performed by a qualified employee or associate of the REVIEW APPRAISER. All review appraisers must be a qualified appraiser and meet the minimum standards as required by the CONSULTANT/SPONSOR.
5. The REVIEW APPRAISER shall begin work upon receipt of a formal notification by the CONSULTANT/SPONSOR and shall fully complete the review appraisals and furnish to the CONSULTANT/SPONSOR four (4) 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.
6. REVIEW APPRAISER shall abide by decisions made by the CONSULTANT/SPONSOR on questions concerning acceptability of any work performed on the project. All decisions made by the CONSULTANT/SPONSOR are final.
7. REVIEW APPRAISER shall correct any deficient work performed by him/her on the project and deliver corrected work to CONSULTANT/SPONSOR at his/her own expense. Corrected work shall be delivered to the CONSULTANT's/SPONSOR's office within 15 days from date of request for correction of item.
8. It is fully understood and agreed that in the event the REVIEW 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 REVIEW APPRAISER terminated, and, upon written notice thereof by certified mail to the REVIEW APPRAISER of such termination, shall not be liable for payment for appraisal reviews submitted after the date; provided, however, that upon application by the REVIEW APPRAISER, the CONSULTANT/SPONSOR in the event of extenuating circumstances, may, at its discretion, expressly grant in writing an extension of time to the REVIEW APPRAISER.
9. Upon receipt of appraisals from the CONSULTANT/SPONSOR, the REVIEW APPRAISER will perform an appraisal review of each parcel to determine that the appraisal meets acceptable standards. The REVIEW APPRAISER will be required to perform appraisal reviews of appraisal reports submitted by property owners when requested by the CONSULTANT/SPONSOR. 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 REVIEW APPRAISER will recommend to the CONSULTANT/SPONSOR the amount to be offered to the property owner and prepare a Review Appraisal Report and Statement of Just Compensation and certification. The REVIEW APPRAISER 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 REVIEW APPRAISER and returned to the appraiser because of error or deficiency, the REVIEW APPRAISER will be required to complete a subsequent review of the revised report without additional compensation. From time to time the REVIEW APPRAISER 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 CONSULTANT/SPONSOR as such changes become necessary as the work progresses.
13. A review 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 review, provided it complies with current Federal Aviation Administration (FAA) appraisal review procedures as set forth in FAA Order 5100.37A and 49 CFR Part 24.
14. The REVIEW APPRAISER shall make field inspections of the comparable sales and the subject property. The conditions of the sales shall be verified with the buyer or seller, or both, to the extent necessary to insure the accuracy of the data. Comparable sales data that is furnished to the REVIEW APPRAISER or is made available to it by the CONSULTANT/SPONSOR, if any, shall be personally checked and verified by the REVIEW APPRAISER as to the accuracy and completeness.

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15. (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 REVIEW APPRAISER by written notice of certified mail to the last known address of the REVIEW APPRAISER. Receipt of the REVIEW 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 REVIEW 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 REVIEW 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 REVIEW APPRAISER shall become the property of the CONSULTANT/SPONSOR.
16. In the event a revision of the above-described appraisals is necessary, through REVIEW 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 REVIEW 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.
 17. The REVIEW APPRAISER warrants that any company or person has not been employed or retained, other than a bona fide employee working solely for the REVIEW 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 REVIEW 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.
 18. The REVIEW 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, or any and all persons, firms, or corporations furnishing of 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 REVIEW APPRAISER in the performance of this contract.
 19. Any dispute concerning a question of fact in connection with the work hereunder which is not otherwise disposed of by this contract, shall be decided by the CONSULTANT/SPONSOR subject only to an appropriate appeal to the court.
 20. The parties hereto agree that the REVIEW APPRAISER, and any agents and employees of REVIEW 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.
 21. This contract is not assignable by REVIEW 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.
 22. The REVIEW APPRAISER shall comply with all federal, state, and local laws and ordinances applicable to the work.

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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 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.
24. All information contained in the appraisal(s) and review appraisal(s), and all parts thereof, are to be treated as a privileged communication. The REVIEW APPRAISER shall take all necessary steps to ensure that there will not be any information divulged concerning the review 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 FAA, or as otherwise required by court order.
25. The REVIEW APPRAISER shall be available for consultation (including, but not limited to discussion of appraisal, review, and other market information, appraisal review notes, etc.) with CONSULTANT/SPONSOR, AERO, or FAA representatives after completion of this contract, should the need arise. Said consultation shall be contracted for by a separate contract in accordance with airport policies, and shall not exceed \$_____ per hour or \$_____ per day.
26. The REVIEW 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 REVIEW 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.
27. The CONSULTANT/SPONSOR, AERO, and the FAA, 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 REVIEW APPRAISER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.
28. It is agreed by and between the parties hereto that in the performance of the terms, conditions, and provisions of this contract by the REVIEW APPRAISER that time is of the essence.
29. The REVIEW APPRAISER 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 CONSULTANT/SPONSOR 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, damage shall be assessed at the rate of \$_____ per day until received.
30. 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.
31. Title VI Assurances. During the performance of this contract, for itself, its assignees and successors in interest, the REVIEW APPRAISER, agrees as follows:
 - (a) Compliance with Regulations. The REVIEW 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 REVIEW 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 REVIEW 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 REVIEW 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 REVIEW APPRAISER of the REVIEW 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 REVIEW 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 REVIEW APPRAISER is in the exclusive possession of another who fails or refuses to furnish this information, the REVIEW 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 REVIEW 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 REVIEW APPRAISER under the contract until the REVIEW APPRAISER complies.
 - (2) Cancellation, termination, or suspension of the contract, in whole or part.
- (f) Incorporation of Provisions. The REVIEW 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 REVIEW 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 REVIEW APPRAISER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the REVIEW APPRAISER may request the CONSULTANT/SPONSOR to enter into such litigation to protect the interests of the CONSULTANT/SPONSOR, and in addition, the REVIEW APPRAISER may requested the United States to enter into such litigation to protect the interest of the United States.

32. 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 REVIEW 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 REVIEW 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. REVIEW APPRAISERS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

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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:

Date: _____

WITNESS:

Date: _____

APPRAISAL FIRM

REVIEW APPRAISER

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

AIRPORT SPONSOR OR CONSULTANT

AUTHORIZED SIGNATURE

**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)

09/02

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 is acquired, 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.