**SAMPLE CONTRACT**

**ALTER AS APPROPRIATE**

# REVIEW APPRAISER CONTRACT

City or County:

Federal Project No.:

Route or Job No.:

Parcel No.:

This contract executed on this day of , by the City of , Missouri, hereinafter referred to as "City," and , hereinafter referred to as "Review Appraiser," whose address is .

In return for the fees as herein set out, Review Appraiser agrees to review all appraisal and specialty report of real property to be acquired by the City and to establish an amount of just compensation, subject to approval by the City, to be offered an owner for the acquisition of property rights or interest in and to the tracts or parcels of land in accordance with the attached Schedule "A" and as shown on the ownership map which is incorporated herein by reference, together with the improvements thereon, if any, in connection with the acquisition of right of way for the Project .

The Review Appraiser agrees to complete each appraisal review within days of submission of the appraisal to the reviewer. In case of two appraisals, receipt of the later shall establish the -day limit.

The Review Appraiser agrees that he will not furnish to any other person or persons (except by proper order of a court of proper jurisdiction or to officials of the Missouri Highway and Transportation Commission or the Federal Highway Administration when Federal funds participate in the cost of the project) a copy of the appraisal or review report or any information contained therein. The appraisal reports and review reports to the City are agreed to be confidential between the parties hereto and any breach of any confidence shall be considered a material breach of this contract.

It is understood and agreed that the just compensation value fixed in the appraisal review report may be subsequently affected by economic conditions, laws or ordinances and that such value shall be valid for a reasonable time after submission. Review Appraiser agrees to update such certification or review for certain parcels as designated by the City for a fee at the rate of $ per hour actually devoted to such recertification and review, but not to exceed % of the fee paid for review of the original appraisals as shown on

schedule A, per parcel.

Review Appraiser will submit his reports to the authorized representative having charge of the project as completed and shall submit bills for services periodically covering appraisal reviews made during the period involved. Payment will be made within reasonable time after approval of bills. Each party will furnish to the other information necessary to carry out this contract in accordance with its terms.

Review Appraiser shall be compensated for the original review and certification of the recommended just compensation for appropriation of the required property rights or interest for each parcel or tract in accordance with the schedule of fees pertaining to each such tract or parcel as shown on Schedule A, which is attached to this contract and made a part hereof by reference.

Compensation for all original certifications and update review appraisals and recertifications, if required, shall not exceed the total sum of $ for the entire project.

Review Appraiser agrees that he/she will be available for consultation during trial preparation and appear in any court proceedings as required by the City in support of his/her appraisal reviews. Review Appraiser shall receive as compensation for such services not to exceed $ per hour for time consumed for trial preparation and/or court appearances. This fee shall be separate and apart from the overall total compensation for completion of the parcel review services.

If for any reason due to changes approved by the City in plans or otherwise, there shall be major changes in the scope or character of the work to be performed by Review Appraiser, necessitating an equitable change in the amount or compensation, the parties hereto shall agree upon such changes in writing as a supplement to this agreement, prior to proceeding or continuing with such work.

Review Appraiser warrants that he has not retained or employed any company, firm or person, other than a bona fide employee working solely for the Review Appraiser, to solicit or secure this agreement, and that he has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for Review Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, City shall have the right to void this agreement without liability.

In the event Review Appraiser shall fail to comply with the terms of this agreement, or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this agreement upon written notice. If this agreement is terminated under this provision, City shall pay Review Appraiser only for those reports which the City determines to have been satisfactorily completed in accordance with applicable standards hereinafter defined, and such reports shall become the property of the City.

In the event that the project covered by this agreement is postponed or delayed by the City or for any reason reasonably beyond City control, City shall have the right to terminate this agreement. In the event it is terminated because of illness of Review Appraiser or for other reasons not the fault of Review Appraiser, all work completed or partially completed prior to the notice of termination of this agreement shall be the property of the City, and will be paid for in proportion to its value to the agency as determined by the City.

In the event of any dispute concerning a question of fact in connection with the work, the City shall make a determination of such fact and his decision shall be final.

Review Appraiser shall save harmless the City and its employees from any and all claims or liabilities due to activities of Review Appraiser, its agents or employees, in the course of the work.

Review Appraiser shall not sublet, transfer or assign any of the review work specified herein, except as is otherwise provided for in this agreement.

Review Appraiser will follow accepted principles and techniques in the evaluation of the appraisal, and will comply with all Federal, State and local laws and ordinances applicable to the work, including, but not limited to, 23 CFR and Part 24 of 49 CFR, as amended to the date of this agreement, and as the same may be amended from time to time prior to the completion of this project. Review Appraiser will personally make all determinations required in the review and certification, except that data involving measurements, mechanical calculations, entries on public records, computation of construction costs, and elements of the appraisal not requiring deduction on the part of Review Appraiser may be detailed to other under the supervision of the Review Appraiser and in his employ, including stenographic assistance. All determination of value are to be the sole responsibility of Review Appraiser.

During the performance of this contract, Review Appraiser agrees as follows:

(1) Compliance with Regulations: The Review Appraiser will, during the performance of this contract, comply with the regulations of the United States Department of Transportation relative to nondiscrimination as defined in Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations, and Executive Order 87-6 of the Governor of the State of Missouri, dated August 31, 1987, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Review Appraiser, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, or physical ability of any individual in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Review Appraiser will not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices as set forth in Appendix C-II.

(3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Review Appraiser for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Review Appraiser of Review Appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, or physical ability.

(4) Information and Reports: Review Appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources or information, and will permit access to his books, determined by the Missouri Highway and Transportation Commission or the United States Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Review Appraiser is in the exclusive position of another who fails or refuses to furnish this information, Review Appraiser shall so certify to the Missouri Highway and Transportation Commission, or the United States Department of Transportation, as appropriate and shall set forth what efforts he/she made to obtain the information.

(5) Sanctions for Noncompliance: In the event Review Appraiser's noncompliance with the nondiscrimination provisions of this contract, the Missouri Highway and Transportation Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate.

The Review Appraiser shall comply with the provisions of 49 CFR, Section 24.104 Review of Appraisals, a copy of which is attached hereto as Attachment A and made a part hereof. In the event of a conflict between the provisions thereof and applicable Federal or State laws or regulations, the requirements of the

latter shall govern.

Review Appraiser shall execute and affix a Certification of Review (See Attachment B) to each copy of the appraisal reports submitted to him by authority of this agreement. Review Appraiser shall determine and submit in writing the amount of just compensation to be offered an owner for the acquisition of real property for each tract.

This contract is for the personal services of , who shall perform the appraisal review, determine the amount of just compensation, and, if necessary, testify in any condemnation action.

Definitions - The use of certain words or terms in this contract shall have the following definitions:

Certifications - A formal statement by the Review Appraiser declaring certain facts to be true and accurate.

Review - A reexamination of facts and supporting information to insure that the estimate of just compensation is reasonable and adequately supported in compliance with all applicable standards and requirements.

Update Certification - A new certificate which is prepared when there is a change in the appraisal or specialty report which affects the estimate value or changes the date of valuation.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Contractor this day of , 19 .

Executed by the City this day of , 19 .

CITY OF REVIEW APPRAISER

By By

City Manager (Signature)

Typed or Printed Name

ATTEST: ATTEST:

City Clerk

Title

Approved as to Form: Approved as to Form:

Attorney for the City Attorney for the Review Appraiser

CORPORATE SEAL: