

APPRAISAL REVIEW SPECIFICATIONS

I. INTRODUCTION

will receive proposals for appraisal review services for:

Project:

CN:

Location:

The work required for this project is described in this document and as noted in Appendix A, B, and C.

We anticipate a starting date of _____ with a suggested completion date of _____.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE STATE

A. Upon acceptance of a contract to perform appraisal review services, _____ will furnish the following materials and information as applicable.

1. Three originals and one reproduced copies of the appraisal/valuation report.
2. Plans, plats and other exhibits in sufficient detail to enable the Reviewer to reach conclusions concerning the definition of the appraisal problem.
3. "Review Determination of Fair Market Value."(See Appendix B)

III. SCOPE OF WORK TO BE DONE BY REVIEWER

A. The Reviewer shall examine each appraisal report to determine that they:

1. Are complete in accordance with 49 CFR 24.103 and the appraisal specifications as outlined in the Appraisers contract.
2. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing Nebraska law and the Uniform Standard of Professional Appraisal Practice.
3. Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
4. Include consideration of compensable items, damages and benefits, and do not include compensation for items noncompensable under Nebraska law.
5. Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures that the appraiser considered to be a part of the real property to be acquired.

6. Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.
- B. The Reviewer's dated signature is sufficient concurrence, on reports not requiring a written report.
 - C. The Reviewer shall prepare a dated, signed, "Review Determination of Fair Market Value", for and attach to, each report reviewed. See Appendix B. In addition, the Reviewer shall prepare an additional dated and signed report on any other tract that requires further clarification, corrections, or documentation to support just compensation.
 - D. Each original copy of the appraisal/valuation report complete with the Reviewer's signature and all review documents will be returned to _____ at conclusion of the appraisal review process.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the reviewer, for itself, its assignees and successors in interest (hereinafter referred to as the "reviewer"), agrees as follows:

Compliance with Regulations: The Reviewer 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, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The reviewer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The reviewer 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 "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the reviewer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the reviewer of the reviewer's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The reviewer 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 Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a reviewer is in the exclusive possession of another who fails or refuses to furnish this information, the reviewer shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the reviewer's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to the reviewer under the contract until the reviewer complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The reviewer 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 reviewer will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a reviewer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the reviewer may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Appraiser and Local Public Agency agree to ensure that minority 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 minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Appraiser and Local Public Agency agree 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, the Appraiser 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. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Appraiser shall have, on file with the department, an acceptable drug-free workplace policy.

APPENDIX B

REVIEW DETERMINATION OF FAIR MARKET VALUE

Date: f _____
From: _____
To: _____ Project # _____
Subject: Tract: _____ Owner: _____ C. N. _____

(1) & (2) My review determination of fair market value for the subject tract and federal aid highway project is:

Market Value Before Taking	\$ _____
Land Improvements	
Value of Part Taken	\$ _____
Value of Remainder Before Taking	\$ _____
Value of Remainder After Taking	\$ _____
Land Improvements	
Severance Damage	\$ _____
Contractual Damage	\$ _____
Value of Part Taken	\$ _____
Total Compensation: Value of Part Taken and Damages	\$ _____

(3) Reviewer's comments on the extent of his visual inspection.

- a. Subject tract _____

- b. Comparable sales applicable to subject tract _____

(4) I, _____ Reviewing Appraiser,
Have no direct or indirect present or contemplated future personal interest in subject property
or in any benefits from the acquisition of subject property appraised.

(5) My determination of compensation has been reached independently based on the appraisal
and other factual data of record without collaboration or direction.

(6) My above determination of total compensation includes only items compensable under
State law. The total compensation does not include items ineligible for Federal reimbursement
except; (If no exception – Write None). _____

Signature of Reviewing Appraiser

