

**Forest Service Handbook  
National Headquarters - Washington Office  
Washington, DC**

**Forest Service Handbook 5409.12 – Appraisal Handbook  
Chapter 40 – Appraisal Contracting**

**Amendment:** 5409.12-2024-1

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**Duration:** This amendment is effective until superseded or removed.

**Approved by:** Greg Smith, Associate Deputy Chief, NFS

**Date approved:** April 04, 2024

**Responsible Staff:** Lands, Minerals and Geology Staff (LMG)

**Superseded Document(s):** 5409.12\_40, Amendment 5409.12-2021-6, July 21, 2021

**Digest:** Following is an explanation of the changes throughout the directive by section.

**41.3b:** Adds language to shift the responsibility from the Regional Appraiser to the Regional Lands Directors for the authorization of third-party partners for appraisal services contracting.

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### **40.3 – Policy**

Modifications may be made to the content and format of most standard specifications (sec. 46, ex. 01 and ex. 02) if the changes do not depart significantly from the standards and have been reviewed and approved by the assigned staff review appraiser.

Unless otherwise indicated, contract appraisals for a Forest Service acquisition or land exchange must conform to the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). Appraisal for activities other than acquisition or land exchange may require different standards.

## **41 – Appraisal Contracts**

### **41.1 – Types of Contracts**

Appraisals are required for purchases, exchanges, conveyances of land or interests in land, and some special-use authorizations to determine market values for the use of National Forest System lands (FSM 5410). Appraisals are also required for acquisitions of land or interests in lands funded through the Forest Legacy Program (FLP). This requirement may be satisfied through an appraisal contract and the use of a private contract appraiser (FSM 5410.62). Appraisal contracts also provide for other valuation services including the procurement of raw sales or rental data, rental surveys, and other market studies.

Regions are encouraged to utilize best business practices when contracting for appraisal products. Generally, contract within the limitations of annual budgets. In cases of assignment funding and/or timing constraints, provide for the use of Collection Agreements with Third Parties to ensure compliance with the appraiser/client relationship as required by the USPAP. In those instances where the Forest Service conducts the appraisal review, and the Regional Appraiser determines the use of a Collection Agreement is impractical, the Forest Service must be identified as the Client, and the Third Party must be identified as the Intended User, as appropriate. Inform all parties that the appraisal may only be shared with the Client and Intended User after the appraisal report is reviewed and approved for agency use (FSM 5410.71.3). In all cases, the assigned review appraiser shall prepare a case-specific statement of work and pre-approve the contract appraiser qualifications prior to engagement.

#### **41.1a – Firm-Fixed-Price Contract**

A firm-fixed-price contract (FAR 16.2) provides for a price that is not subject to adjustment on the basis of a contractor's cost experience in performance of the contract. A firm-fixed-price contract is suitable when the work to be performed can be clearly defined, adequate price competition exists, and/or price reasonableness can be determined through historical price comparisons and available cost pricing information.

#### **41.1b – Cost-Reimbursement Contract**

A cost-reimbursement contract (FAR 16.3) is suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. This type of contract reimburses the contractor for allowable costs incurred during the performance of the contract. A not-to-exceed dollar amount, which is an estimate of the total project cost, is established to provide a ceiling cost for the contractor and to enable funds to be obligated.

#### **41.1c – Indefinite Delivery/Indefinite Quantity Contract**

An indefinite quantity contract (FAR 16.504) provides for an unlimited quantity, within stated limits, during a fixed period of time. In an indefinite delivery/indefinite quantity (IDIQ) contract multiple contracts are competitively awarded to appraisers throughout the region. These contracts contain a proposed day rate that has been determined to be fair and reasonable through the competitive process. Normally, appraisal contracts are awarded for a 1-year base period with four 1-year options. The Government may or may not choose to exercise any or all of the options. Generally, task orders are awarded against the IDIQ contracts through a competitive process in which contractors, after reviewing the statement of work, provide a proposal that contains the number of days for project completion. Award of the task order may be made to the contractor with the lowest proposed price (number of days proposed times the contract day rate); however, in some instances, award may be made based on best value to the Government, where technical qualifications are more important than price. Parts of the specifications in the appraisal contract, sections B, C, E, F, G, and I (section 46, exhibit 01), are included in the original IDIQ contract and are not repeated in each work order. Items in these sections that are identified as “to be negotiated” should be addressed in each work order. Detailed appraisal instructions must be included in each order. It is the responsibility of the Contracting Officer to ensure that the work order is in agreement with clauses in the original contract. The Contracting Officer shall provide each awardee a fair opportunity to be considered for task orders issued under the contract unless otherwise stated in the contract.

#### **41.1d – Sole-Source Contract**

A sole-source contract is used to acquire the services of a highly specialized appraiser or other specialist without competitive bidding. A sole-source contract can only be awarded with the appropriate justification as provided for in FSH 6309.32 – FAR 6.303-2.

#### **41.1e – Blanket Purchase Agreement (BPA)**

A Blanket purchase Agreement (BPA) (FAR 13.303) is a simplified method of filling anticipated repetitive needs for open market supplies and services below the Simplified Acquisition Threshold (SAT). BPA’s function similarly to an IDIQ contract. Agreement length and ordering procedures are similar between both contracting vehicles. The primary advantage of a BPA is no requirement to have a specified minimum order guarantee. Both IDIQ’s and BPA’s allow for similar streamlined ordering procedures which reduce procurement lead time for each task order.

#### **41.1f – Balancing Technical Qualifications and Price**

It is not always in the Government's best interest to award a contract for appraisal services solely based on lowest price. The most advantageous offer to the Government based on technical qualifications and price is selected. The lowest price is not necessarily the only determining factor.

#### **41.2 – Work Orders**

A work or task order defines the task to be performed by the contract appraiser. It is the basis for competitive fixed price proposals. The order is prepared by a staff review appraiser who has been trained as a Contracting Officer's Representative (COR).

Instructions to the appraiser are a key component of the order. They define the specific appraisal problem (task) and address specific concerns. They can be included in the body of the order or referenced and attached to it. Alternatively, the specifics of the assignment can be inserted into the general specifications. Certain items identified in the appraisal contract in section C-2 (section 46, exhibit 01) must be included in all orders. After receiving a work or task order, the Contracting Officer shall request a price proposal from each of the recommended appraisers. Each appraiser receives a complete task order package to enable accuracy in proposing the number of days needed to complete the work. The Contracting Officer shall receive a complete task order package from the assigned staff review appraiser for the contract file and for each recommended appraiser. Based on the proposals, the Contracting Officer shall prepare a purchase order to initiate work by the contract appraiser.

#### **41.3 – Payment for Private Contract Appraisal Services**

Except for the appraisal of non-Federal land for a competitive land exchange (FSH 5409.13, ch. 30, sec. 31.15), the Forest Service should pay for private contract appraisal services. However, the authorized officer may allow a non-Federal party to pay for appraisal services when Forest Service funding is not available. The discretionary decisions to allow a non-Federal party to pay for appraisal services must be fully documented in the Request for Appraisal Services as being in the best interest of the Government. The responsibilities of the Federal and non-Federal parties must be outlined in an Agreement to Initiate or similar agreement. However, the Forest Service should not share in the cost of appraisal services unless otherwise provided for in the Agreement to Initiate or similar agreement. Either the Forest Service or the non-Federal party may pay for appraisal services in total unless otherwise provided for by Agreement to Initiate or similar agreement. No matter who pays for appraisal services, the Forest Service must be the client.

##### **41.3a – Non-Federal Party Funded Contracts through the Forest Service for Private Appraisal Services**

When the non-Federal party deposits funds with the Forest Service to contract for appraisal services, follow normal contracting procedures. In an exchange case, the payment made by the non-Federal party must be documented in the Agreement to Initiate. In a purchase case, a collection agreement must be used to secure funds prior to contracting for appraisal services.

In both instances, the Forest Service must engage the contractor directly to ensure compliance with the appraiser and client relationship as defined and required by the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and the Uniform Standards of Professional Appraisal Practice (UASFLA).

#### **41.3b – Non-Federal Party Contracts Directly for Private Appraisal Services**

Non-Federal party contracting with a contract appraiser is allowed when the Regional Lands Director, in consultation with the Regional Appraiser, determines that non-Federal party contracting is in the best interest of the Forest Service, there is no conflict of interest (either perceived or actual) by the non-federal party, and the non-Federal party understands their role is only to facilitate contracting of the services needed by the Forest Service. The use of non-Federal party contracting does not invalidate Forest Service policy. A Forest Service Review Appraiser shall be required to create the appraisal instructions, statement of work, approve selection of the contract appraiser, and ultimately make a final determination on the acceptability of the work for agency use. Of paramount importance is ensuring the confidentiality and the appraiser-client relationship is not compromised and adherence to the ethical rules of USPAP. The appraiser shall maintain the confidential nature of that relationship and may not discuss any analysis or conclusions with anyone other than the Forest Service client. Release of the appraisal or appraisal related information prior to review and approval for agency use will invalidate the work in support of an agency action. Requests for external release of all or part of an appraisal report or appraisal information to anyone other than the client(s), and/or intended user(s) specifically identified in the appraisal or appraisal review report(s), and/or parties to the transaction who have a reciprocal business relationship with the Forest Service must be done through Freedom of Information Act (FOIA) and must be withheld until an Authorized Officer has signed a decision document related to the transaction (FSM 5410, ch. 70, sec. 71.5).

When the non-Federal party contracts directly for appraisal services, including related consultant reports (minerals, timber, and so forth), the Authorized Officer is responsible for ensuring that the non-Federal party understands their role and agrees in writing to contract with an appraiser or consultant acceptable to the Forest Service. The agreement must specify that:

1. The assigned staff review appraiser shall participate in the selection of the contract appraiser.
2. The contract appraiser shall disclose prior appraisal work on the property for the non-Federal party or the property owner. If the contract appraiser has done prior appraisal work, the expectation of the appraiser is to complete the appraisal in a manner that is independent, unbiased, impartial, objective, and without personal interest. In addition, the appraiser shall not advocate the cause or interest of any party or issue. Before agreeing to perform the assignment, the contract appraiser shall be able to attest in the certification that the assignment results are impartial and unbiased. If the performance of the prior appraisal work creates a predisposition regarding appropriate and reasonable assignment results, the appraiser should decline the assignment.

3. The Forest Service must be identified as the Client and the Intended User. The non-federal party to an exchange may also be an intended user depending on the language in the Agreement to Initiate or similar agreement.
4. The appraisal to be procured must be consistent with case-specific written instructions and technical specifications provided by the Forest Service review appraiser. The Basic Specifications for Real Property Appraisals must be used as a basis for the contract (see exhibit 01).
5. The contract appraiser will meet with the Forest Service review appraiser for a pre-work conference, unless specifically waived in writing by the staff review appraiser.
6. The contract appraiser shall submit the appraisal only to the Forest Service Staff Appraiser for technical review.
7. Any work product submitted to the Forest Service under the contract must become the property of the United States and may be used for any legal and proper purpose.
8. Release of the appraisal report and/or supporting consultation reports, either internally or externally, may occur only after it has been reviewed and approved for agency purposes by the staff review appraiser. The unauthorized release of an appraisal report (including supporting consultation reports) prior to completion of review will invalidate its use in supporting an Agency action (FSM 5410, ch. 70, sec. 71.5).
9. The contract appraiser may not disclose the appraisal or appraisal related information including supporting consultation reports to anyone other than the assigned staff review appraiser unless previously authorized in writing by the Forest Service Regional Director of Lands or equivalent. Any request for release of all or part of an appraisal or appraisal information to anyone other than the client(s), and/or intended user(s) specifically identified in the appraisal or appraisal review report(s), and/or parties to the transaction who have a reciprocal business relationship with the Forest Service must be made through proper channels as a result of a Freedom of Information Act (FOIA) request.
10. The appraisal contract must be provided to the Forest Service prior to the commencement of any work and must include a signed copy of the agreement.

An example of the agreement follows:

**Example Agreement for**

**Non-Federal Payment of Appraisal Services**

**NON-FEDERAL PARTY PAYMENT:** When the non-Federal party (or their representative), directly contracts for appraisal services that are intended to be reviewed by the Forest Service and used for any Forest Service purpose, the non-Federal party (or their representative) must agree, in writing, to engage an appraiser and/or consultant acceptable to the Forest Service.

They must also agree:

1. That the assigned Forest Service Review Appraiser will participate in the selection of the contract appraiser.
2. The contract appraiser shall disclose prior appraisal work on the property for the non-federal party or the property owner. If the contract appraiser has done prior appraisal work, the expectation of the appraiser is to complete the appraisal in a manner that is independent, unbiased, impartial, objective, and without personal interest. In addition, the appraiser shall not advocate the cause or interest of any party or issue. Before agreeing to perform the assignment, the contract appraiser shall be able to attest in the certification that the assignment results are impartial and unbiased. If the performance of the prior appraisal work creates a predisposition regarding appropriate and reasonable assignment results, the appraiser should decline the assignment.
3. The Forest Service must be identified as the Client and the Intended User.
4. That the appraisal to be procured will be consistent with case-specific written instructions and technical specifications provided by the Forest Service Review Appraiser.
5. The appraisal contract must be provided prior to the commencement of any work to the Forest Service and must include a signed copy of this agreement.
6. That the contract appraiser will meet with the Forest Service Review Appraiser for a pre-work conference, unless specifically waived in writing by the Forest Service Review Appraiser.
7. Any work product submitted to the Forest Service under the contract will become the property of the United States and may be used for any legal and proper purpose.
8. The contract appraiser may not disclose the appraisal or appraisal related information to anyone other than the assigned staff review appraiser unless previously authorized in writing by the Forest Service Regional Director of Lands or equivalent. Any request for release of all or part of an appraisal or appraisal information to anyone other than the client(s), and/or intended user(s) specifically identified in the appraisal or appraisal review



**41.3b – Exhibit 01 - Continued**

report(s), and/or parties to the transaction who have a reciprocal business relationship with the Forest Service must be made through proper channels as a result of a Freedom of Information Act (FOIA) request.

9. Release of the appraisal report, either internally or externally, may occur only after it has been reviewed and approved for Agency purposes by the Forest Service Review Appraiser. The unauthorized release of an appraisal report prior to completion of review will invalidate its use in supporting an Agency action (FSM 5410.71.5).

10. The contract appraiser shall submit the appraisal only to the Forest Service Review Appraiser for technical review.

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**AGREEMENT TO COMPLY:**

I/We \_\_\_\_\_ agree to comply with the above items, and will coordinate with the assigned Forest Service Staff Review Appraiser in full adherence to Forest Service requirements.

\_\_\_\_\_  
Responsible Non-Federal Party Representative

\_\_\_\_\_  
Date

#### **41.4 – Contents in Appraisal Contracts**

The following sections should be included in all appraisal contracts:

1. Section A – Solicitation Offer and Award (Form SF-33).
2. Section B – Services and Prices.
3. Section C – Description and Specifications.
4. Section E – Inspection and Acceptance.
5. Section F – Deliveries and Performance.
6. Section G – Contract Administration.
7. Section I – Contract Clauses (sec. 41.4).
8. Section J – List of Attachments.
9. Section K – Representations Certifications and Acknowledgements.
10. Section L – Instruction Conditions and Notices to the Offerors.
11. Section M – Evaluation Factors.

#### **41.5 – Basic Contract Clauses**

Awarding and administering appraisal contracts is the responsibility of the Contracting Officer. The assigned staff review appraiser serves as the Contracting Officer's Representative or technical representative. Direction on basic contract clauses is found in FSH 6309.32 – FAR Part 52.

#### **42 – Contract Appraisals of Property to be Acquired by the Forest Service**

The contract appraisal report specifications for acquisition appraisals must conform in general content and organization to the standard appraisal report language cited in section 46, exhibit 01. The contract appraiser may modify the standard format or add or modify topic headings to suit the particular appraisal situation if all essential items are included.

#### **43 – Contract Appraisals for Partial Acquisitions**

The contract appraisal report specifications for partial acquisitions must conform in general content and organization to “Section C-2” in section 46, exhibit 01, and must include additional specifications found in section 46, exhibit 02.

## **44 – Private Contract Appraiser Qualifications for Appraisal Contracts**

Private contract appraisers who prepare contract appraisals shall meet the qualifications requirements contained in FSM 5410.62. The role of the appraiser is to develop an opinion of value that is: impartial, independent, unbiased, and the results shall not be pre-determined.

### **44.1 – Private Contract Appraiser Qualifications for Land Exchanges**

In addition to the requirements set forth in section 44 of this handbook, private contract appraisers performing exchange appraisal assignments must be an appraiser agreeable to all parties, approved by the authorized officer, and be competent, reputable, impartial, trained, and experienced in appraising property similar to the property involved in the appraisal assignment (36 CFR 254.9). This agreement should be documented in writing and kept along with the official appraisal case file.

## **45 – Contract Appraisals for Special Purposes**

### **45.1 – Appraisals for Land Exchanges**

The Federal Land Exchange Facilitation Act (FLEFA) of 1988 (43 U.S.C. 1716) requires that appraisals prepared for land exchanges to the extent possible, meet, the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

#### **45.1a – Special Appraisal Considerations for Land Exchanges**

The following special considerations for land exchanges must be included or considered when preparing an appraisal contract involving a land exchange:

1. Definitions found in Title 36, Code of Federal Regulations, section 254.2 (36 CFR 254.2) must be used to define terms in the appraisal contract, especially as they apply to the terms “market value” and “highest and best use.”
2. Basic contract specifications (section 46, exhibit 01) must be used, and modified if needed, by written instructions to conform to land exchange requirements.
3. The requirements contained in the appraisal contract must accurately reflect the terms and agreements specified in the Agreement to Initiate (ATI) (FSH 5409.13).
4. Appraisals of the Federal and non-Federal lands must be prepared by the same appraiser unless the use of a different appraiser is waived in writing by the Regional Appraiser.
5. The Federal land and interest in land must be appraised as if in private ownership and available for sale in the open market (36 CFR 254.9). This requirement must be clearly disclosed in the appraisal contract.
6. If the ATI specifies an assembled exchange (FSH 5409.12, sec. 15.2), the individual ownerships must be appraised as stand-alone properties in the manner they were

acquired, and the value of each ownership reported separately. The Federal lands must be handled similarly to ensure equal treatment on both sides of the exchange. Instructions to the appraiser must be clear as to which parcels of Federal and non-Federal lands are to be appraised separately and which are to be appraised as a single property. If the instructions are contrary to what the appraiser concludes in the analysis of highest and best use, it may be necessary for the appraiser to contact the assigned staff review appraiser for clarification of the assignment or cite the instructions as an extraordinary assumption or hypothetical condition.

#### **45.2 – Small Tracts Act Cases**

The basic contract specifications format (section 46, exhibit 01) must be used when contracting real property appraisals for Small Tracts Act cases.

#### **45.3 – Land-Use Authorizations**

Specifications for appraisals to establish fees for land-use authorizations must generally follow the basic contract specification (sec. 46, ex. 01). Detailed supplemental instructions must be provided to the appraiser, as appropriate, and may include hypothetical conditions or extraordinary assumptions relating to an assumed highest and best use, larger parcel considerations, privately owned improvements, and so forth.

#### **46 – Exhibits**

1. Exhibit 01. Exhibit 01 contains the format and basic specifications for real property appraisals.
2. Exhibit 02. Exhibit 02 contains the supplemental specifications for the appraisal of partial interest acquisitions.

**Basic Specifications For Real Property Appraisals**

**SECTION B – SERVICES AND PRICES**

**B-1 – Fixed-Price Contracts.** The task/appraisal assignment and desired delivery date are set forth in the contract specifications. The Contracting Officer (CO) provides the specifications in proposed contracts and solicits competition. The most advantageous offer to the Government based on technical qualifications and price is selected. The lowest price is not necessarily the determining factor. The contract appraiser signs the contract committing to its terms.

**B-2 – IDIQ Contracts.** The CO solicits bids for services on a multi-year daily rate basis. Multi-year contracts are awarded to several qualified contract appraisers making them available on a standby basis. They bid an initial daily rate and may bid a different rate for each year of the contract (increase by expected inflation rate). The price per job is agreed upon at the time an appraisal is needed. This is done with a work/delivery order to be issued against the contract.

**B-2.1 – Work Orders or Delivery Orders.** A Work Order and Notice of Noncompliance, Form FS-6300-12, and Delivery Orders, Optional Form 347, are prepared by the Contracting Officer's Representative (COR). At a minimum, the orders must contain:

- a. Date of the order.
- b. Contract Number and Order Number.
- c. Specific description of appraisal work (task) to be performed by the contract appraiser. The specifics of the assignment can be inserted into the technical specifications and referenced in the work order or included in separate instructions to the contract appraiser.
- d. Delivery date.
- e. The agreed upon price or daily rate. The COR estimates the time required to complete the task and presents the selected contract appraiser or contractor appraisers with the work order. The contract appraiser quotes an estimate of the time required to complete the job. The contract appraiser who offers the best advantage to the Government, including technical qualifications, is selected.
- f. The contract appraiser agrees to the specified terms and signs the work order.

## **SECTION C – DESCRIPTIONS AND SPECIFICATIONS**

### C-2 – Basic Specifications For Real Property Appraisals

#### C-2.1 – General Specifications.

C-2.1(a) – Scope of Service. The contract appraiser shall furnish all materials, supplies, tools, equipment, personnel, travel (except those to be furnished by the Government as listed in Section I) and shall complete all requirements of this contract, including performance of the professional services listed herein.

The project consists of one or more appraisal report(s) per bid item for the specified property(ies). For the purposes of these specifications, any appraisal report, will be considered as meeting the “Uniform Standards of Professional Appraisal Practice” (USPAP) requirements and have been prepared in accordance with the “Uniform Appraisal Standards for Federal Land Acquisitions” (UASFLA). The report must provide an opinion of market value for the estate to be appraised and must conform to the current editions of USPAP, and the UASFLA, both published by The Appraisal Foundation and current as of the date of the report.

The contract appraiser may be provided a pre-determined date of value for the entire project; otherwise, the date of the opinion of value may be the last date the contract appraiser inspected the appraised property.

If clarification of these specifications is needed and/or to arrange for the site inspection and pre-work meeting, the contract appraiser shall contact the assigned staff review appraiser at:

\_\_\_\_\_ (Review Appraiser)  
\_\_\_\_\_ (Mailing Address)  
\_\_\_\_\_ (Telephone Number)

The contract appraiser’s contact with Forest Service officials is limited to the Contracting Officer, the assigned review appraiser, and the Regional Appraiser. The contract appraiser shall notify the assigned review appraiser of any requests for information by other Forest Service officials.

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**46 – Exhibit 01 - Continued**

C-2.1(b) – Appraisal Report. The contract appraiser selected for the assignment shall make a detailed field inspection of the subject property as identified in Exhibit \_\_ and conduct as many investigations and studies as necessary to derive sound conclusions to prepare the appraisal report.

C-2.1(c) – Pre-Work Conference. At the request of the assigned staff review appraiser, the contract appraiser may be required to attend a pre-work conference for discussion and understanding of these instructions. The pre-work conference may be held in conjunction with the property examination [C-2.1(d)].

C-2.1(d) – Examination Notice. The contract appraiser shall provide the property owner and the Government 10 days advance notice of the examination date and must give the owner, or the designated representative, and the Government an opportunity to accompany the contract appraiser during the inspection of the property. These notices must be documented in the contract appraiser’s transmittal letter of the appraisal report. The contract appraiser shall certify that the contract appraiser has personally visited the appraised property(ies) and all of the comparable transactions used in the comparative analyses.

C-2.1(e) – Updating of Report. Upon the request of the Government, the contract appraiser shall, during a 2-year period following the valuation date of the appraisal report, update the value as of a specified date. The updated report must be submitted in original and \_\_\_\_ copies (number of copies to be determined) and must include sales data or other evidence to substantiate the updated conclusion of value. The suggested format is shown under item C-2.3.

C-2.1(f) – Testimony. Upon the request of the United States Attorney or the Department of Justice, the contract appraiser shall, in any judicial proceedings, testify as to the value of any and all property included in the appraisal report as of the valuation date. The scope of work and fee will be negotiated at the time of need.

C-2.1(g) – Definition of Terms. Unless specifically defined herein or in either USPAP or UASFLA, definitions of all terms are the same as those found in “The Dictionary of Real Estate Appraisal” (Appraisal Institute), current edition. The UASFLA must take precedence in any differences among definitions.

C-2.2 – Technical Specifications.

Application of These Specifications: These technical specifications reflect the standards for the appraisal of property to be acquired or conveyed by the Forest Service. Unless defined for the contract appraiser in the assignment, the specifications require the contract appraiser to analyze and determine the larger parcel. If it is determined that the estate to be appraised contains multiple larger parcels, the contract appraiser shall stop work and consult with the assigned staff review appraiser for possible additional direction. For exchanges, the larger parcel will be specifically defined in the Agreement to Initiate (ATI).

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**46 – Exhibit 01 - Continued**

**Federal Law Controls:** Federal law may differ from the laws of some states and supersedes State law when they conflict. Accordingly, it is incumbent upon the contract appraiser to understand the applicable Federal law as it affects the appraisal process in developing the opinion of market value. Federal law is reflected in UASFLA. The specifications in this appraisal contract follow UASFLA format, with emphasis on issues of special concern to the Forest Service. It should not be construed that the contract appraiser is to consider only the emphasized items. Appraisal reports must be prepared in compliance with UASFLA standards and Forest Service appraisal instructions provided by the assigned staff review appraiser. One aspect of the UASFLA that the contract appraiser should be aware of is the “unit rule.” The unit rule requires valuing property as a whole rather than by the sum of the values of the various interests into which it may have been carved. A second aspect of the unit rule is that different elements or components of a tract of land are not to be separately valued and added together.

**UASFLA and USPAP Conflicts:** Conflicts between UASFLA and USPAP are minimal. When there is conflict, UASFLA takes precedence. It may be necessary to invoke the Jurisdictional Exception Rule to USPAP to meet certain standards of the UASFLA. Invocation of the Jurisdictional Exception Rule should never be invoked lightly and must include citation of the over-riding Federal policy, rule, or regulation that requires it. Any jurisdictional exceptions not specifically cited in the UASFLA must be discussed with the assigned staff review appraiser.

**Comprehensive Review:** Federal law requires review of all appraisals by a qualified review appraiser to assure they meet applicable appraisal requirements, including those in UASFLA, Forest Service policy, and these specifications. Compliance with USPAP will also be reviewed. Findings of deficiency must be discussed, and corrections requested once the appraisal report has been delivered. An opinion of value is acceptable for agency use only after the assigned staff review appraiser has approved the appraisal report (FSM 5410.62).

**Freedom of Information Act:** Freedom of Information Act provisions may result in the release of all or part of the appraisal report to the public. Prepare the report so that:

- a. Analytical methods and techniques are explained (as much as possible) in a manner understandable to the public, as well as the reviewer.
- b. If providers of information request confidentiality, this information is not included in the report. Confidential information must be made available to the staff review appraiser upon request but may not be incorporated in a Forest Service system of records.

**C-2.2(a) – Format.** The report may be either an appropriately signed electronic facsimile of a typewritten report or a hard copy on bond paper, sized at 8 1/2 by 11 inches, with all parts of the report legible, bound with a durable cover. The face of the report should be labeled to identify the appraised property and show the contract number, the contract appraiser's name and address, and the date of the appraisal. All pages of the report, including the exhibits, must be numbered.



C-2.2(b) – Contents. The suggested format outlined in items C-2.2(b)(1) through C-2.2(b)(4) is based on UASFLA section 2.3. Although it is not required that the contract appraiser strictly adhere to it, all items must be addressed. **It should be noted that in most instances, these specifications reference UASFLA without reprinting them here.** Important items are noted below, but are not all-inclusive. It is incumbent upon the contract appraiser to read, understand, and comply with UASFLA and these specifications.

C-2.2(b)(1) – Part I – Introduction (UASFLA 2.3.1).

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Appraiser’s Certification. Follow the UASFLA and USPAP guidelines, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was \_\_\_\_\_, and the method of inspection was \_\_\_\_\_." (If more than one person signs the report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property. The contract appraiser shall inspect the appraised property.)

"In my opinion, the market value (or other value as required) is \$\_\_\_\_\_ as of (date)."

By (Appraiser’s signature) \_\_\_\_\_

Printed Name and Professional Accreditation

State General Certification No. \_\_\_\_\_

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5. Executive Summary. Report the major facts and conclusions that led to the final opinion(s) of value. See UASFLA 2.3.1.5 for additional guidance.
6. Photographs. Provide original color photographs or high quality color copies of photographs of the appraised property. Photographs may be a separate exhibit in the addenda or included with the narrative description of the appraised property and comparable sales. Show the following information with each photograph:
  - a. Identify the photographed scene. Indicate direction of view, vantage point, and other pertinent information. A map may be used to show some of this information.
  - b. The name of the photographer.
  - c. The date the photograph was taken.
7. Statement of Assumptions and Limiting Conditions. All appraisal reports submitted to the Forest Service for review become the property of the United States and may be used for any legal and proper purpose. Therefore, a condition that limits distribution of the report is not permitted.

If the appraisal has been made subject to any encumbrances against the property, such as easements, that must be stated. It is unacceptable to state that the property has been appraised as if free and clear of all encumbrances, except as stated in the body of the report; the encumbrances must be identified in this section of the report.

The use of an uninstructed assumption or hypothetical condition that results in other than “as is” market value will invalidate the appraisal (FSH 5409.12.13.1). Include only factors relating to the appraisal problem. Assumptions and limiting conditions that are speculative in nature are inappropriate. Do not include limiting conditions that significantly restrict the application of the appraisal.

In this section of the specifications, or in separate written instructions, the contract appraiser shall be instructed as to necessary hypothetical conditions or extraordinary assumptions. For conveyances of Federal land, include a hypothetical condition stating that the Federal land is appraised as if it is in non-Federal ownership and zoned consistent with similar non-Federal property.

A contract appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading. Agency instructions and/or legal instructions must have a sound foundation, be in writing, and included in the appraisal report.

8. Description of Scope of Work. This section must fully describe the extent of investigation and analysis. The scope of work should be consistent with the intended use of the appraisal. The appraiser shall use this section to identify the seven critical elements that define the appraisal problem to be solved (UASFLA 2.3.1.8).

- a. Client
- b. Intended users
- c. Intended Use

The “Intended Use and Intended User” sections must include a statement defining the intended use and intended user of the report. This information should be contained within the instructions given the contract appraiser. If the appraisal instructions do not include this information, the contract appraiser shall ask the assigned staff review appraiser to supply it.

- d. Definition of Market Value

For acquisition appraisals, use the following definition: “Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property” (UASFLA 1.2.4).

This definition makes no linkage between the estimated market value and exposure time. A specific exposure time must not be cited in an appraisal report prepared under UASFLA standards. Invoke the Jurisdictional Exception Rule to avoid a violation of USPAP standards, which require a specific exposure time.

A different definition of value will be given in the appraisal instructions for exchange appraisals. For other types of appraisals, define market value as noted above unless specifically given another definition in the appraisal instructions.

- e. Effective Date
- f. Property Characteristics

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Property Rights. The property rights to be appraised must be provided to the contract appraiser in this section of the specifications or in the appraisal instructions. List all reservations, outstanding rights, and other encumbrances. For multiple parcel properties, list by appraised parcel. If investigation reveals differences from property rights cited in the assignment, confer with the assigned staff review appraiser. Discuss the effect on value of identified reservations, outstanding rights, and other encumbrances.

Other physical property features important to the Scope of Work decision should be identified here. These may include issues involving the larger parcel determination, characteristics that affect legal or physically permissible uses, etc.

g. Assignment Conditions

This section should discuss any issues involving specific assignment related assumptions and a prohibition on hypothetical conditions, unless approved by the Forest Service, and cite any Jurisdictional Exceptions beyond market exposure time.

C-2.2(b)(2) – Part II – Factual Data (UASFLA 2.3.2).

1. Legal Description. The legal description is provided to the contract appraiser in the appraisal assignment. If a lengthy description would disrupt the narrative flow, it may be placed in the addenda and referenced in the text.
2. Area, City, and Neighborhood Data. The use of boilerplate demographic and economic data is unnecessary and undesirable. Report only data that directly impacts the market analysis.
  - a. Area Map. Include a small-scale map showing the general location of the appraised property. It can be placed here or in the addenda.
  - b. Neighborhood Map. Show the appraised property and its immediate neighborhood. The map may be placed here or in the addenda.
3. Property Data. Include the following:
  - a. Site Description: Dimensions, size, shape, vegetative cover, soil types, topography, elevations, wetlands, flood plains, view, timber, water rights, effect of encumbrances, livestock forage, access, road frontage, utilities, location, or other characteristics that may affect value. A statement must be made concerning the existence or absence of mineral deposits having a commercial value. Exchange appraisals of National Forest System lands with reserved public domain status must include a discussion of minerals and must be supported by a mineral report to be included in the addenda. Evidence, if any, of hazardous substances must be described by the contract appraiser.

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- b. Improvements. Improvements contributing to value should be identified in detail, including their age, condition, history of use and occupancy (including lease history). An estimate of remaining economic life is required. For non-contributory improvements, an estimate of demolition cost, if relevant, should be provided with proper source citation.
- c. Fixtures.
- d. Use History. A 10-year history is required.
- e. Sales History. Include a 10-year record of all sales of the appraised property and, if the information is available, offers to buy or sell. If no sale has occurred in the past 10 years, the appraiser shall report the last sale of the property, irrespective of date.
- f. Rental History. A 3-year rental history is required. An unsupported statement that the rent does not represent market or economic rent is unacceptable.
- g. Assessed Value and Annual Tax Load.
- h. Zoning and Other Land-use Restrictions. Federal lands must be appraised under the hypothetical condition that they are already in non-Federal ownership and zoned consistent with similar non-Federal properties in the market area. The contract appraiser shall identify, in addition to zoning, all other land-use and environmental regulations, outstanding rights, and reservations that have an impact on the highest and best use and value of the property.
- i. Appraised Property Map or Plat. Show the dimensions and topography of the appraised property in detail on a large-scale topographic map, at least 2 inches to the mile. The map may be placed here or in the addenda.

C-2.2(b)(3) – Part III – Data Analysis And Conclusions (UASFLA 2.3.3).

- 1. Analysis of Highest and Best Use. For acquisition appraisals, UASFLA defines highest and best use as “The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.” The contract appraiser may also refer to definitions as found in “The Dictionary of Real Estate Appraisal.” For exchange appraisals, use the following definition of highest and best use: “An appraiser’s supported opinion of the most probable and legal use of a property, based on market evidence, as of the date of valuation” (36 CFR 254.2).

The UASFLA requires the contract appraiser to make a larger parcel determination in all appraisals. Apply the tests provided in UASFLA to determine the larger parcel(s).

- a. Larger Parcel Determination for Land Exchanges. The contract appraiser shall not consider land outside the property described in the ATI for either larger parcel determination or in reaching a conclusion of the highest and best use (UASFLA, section 1.12, 2016).
- b. Larger Parcel Determination for Fee Acquisitions. For direction on larger parcel determination for fee acquisitions by the USDA Forest Service, see FSH 5409.12, section 13.5.
- c. Larger Parcel Determination for Conveyances. For direction on larger parcel determination for fee conveyances by the USDA Forest Service, see FSH 5409.12, section 13.4.

The highest and best use conclusion must be clearly supported by market evidence. Sale or exchange to the United States or other public entity is not an acceptable highest and best use. The use to which the Government will put the property after it has been acquired is, as a general rule, an improper highest and best use. A non-economic highest and best use, such as “conservation,” “natural lands,” “preservation,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an opinion of market value.

If speculation or investment is the highest and best use of the property, describe and explain its interim and most probable ultimate use.

The appraiser must identify the most probable buyer and/or the most probable user of the subject property under that highest and best use. The appraiser shall also reach a conclusion concerning the timing of any highest and best use that is different than the current use (UASFLA 1.4.7).

When there is a claim that the highest and best use of a property is something other than the property’s existing use, the burden of proof is on the contract appraiser.

Market value cannot be predicated upon potential uses that are speculative and conjectural. The contract appraiser's opinion of a reasonable probability of a zoning change must have a factual foundation. The appraisal report must include a description of the investigation undertaken to determine the probability of rezoning. The investigation must include thorough research of the use(s) and zoning of properties situated similarly to the subject property within the area covered by the zoning authority. The stated rezoning conclusion must be supported by facts surfaced in the research. A property cannot be valued as if it were already rezoned for a different use. The property must be valued only in light of the probability of obtaining a zoning change.

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2. Application of the Approaches to Value:

- a. Land Valuation. The appraiser shall report the opinion of value of the land for its highest and best as if vacant and available for such use.
- b. Opinion of value by the Sales Comparison Approach. Nearby arm's length transactions, comparable to the land under appraisal, and reasonably current, are the best evidence of market value. The Federal courts recognize the sales comparison approach as being normally the best evidence of market value.

Analyze the last sale of the subject property if relevant. If not used, explain why. An unsupported claim that a sale of the subject property was a forced sale, or is not indicative of its current value, is unacceptable.

When supportable by market evidence, the use of quantified adjustments is preferred. Percentage and dollar adjustments may, and often should, be combined. Resort to qualitative adjustments only when there is inadequate market data to support quantitative adjustments. Factors that cannot be quantified are dealt with in qualitative analysis. When quantitative and qualitative adjustments are both used in the adjustment process, all quantitative adjustments should be made first.

Include a sales adjustment chart summarizing the adjustments and showing the final adjusted sale prices and how the sales compare with the subject property.

The documentation of each comparable sale must include:

- a. Parties to the transaction.
- b. Date of transaction.
- c. Confirmation of the transaction. Confirm the transaction with the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale.
- d. Buyer motivation.
- e. Location.
- f. Size.
- g. Legal description.
- h. Property rights conveyed.
- i. Consideration.

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- j. Financing terms.
- k. Sale conditions. Verify if the sale was an arm's length or distressed sale.
- l. Improvements.
- m. Physical description. Describe topography, vegetative cover, water influence, and other characteristics.
- n. Non-realty items.
- o. Economic characteristics.
- p. Zoning.
- q. Current use.
- r. Topographic map.
- s. Photographs.

The appraiser should collect and analyze the recent sales history of properties selected as comparable sales. This information can be useful in analyzing trends in the market (UASFLA 1.5.2.2).

In order to make meaningful comparisons between the sales and the appraised property, the Forest Service requires inspection of all sales directly compared with the appraised property. Unusual circumstances that preclude on-the-ground inspection or make inspection unreasonably difficult must be discussed with the assigned staff review appraiser prior to completion of the appraisal report. Waiver of the comparable sale inspection requirement must be made in writing by the assigned staff review appraiser in the form of a supplemental appraisal instruction. There should be no waiver of the requirement for inspection of the appraised property.

Include a list of the sales considered, but not actually used, in the addenda. Cite pertinent facts such as date, size, buyer and seller, price, terms, location, and explain why each sale was not used.

The contract appraiser shall adhere to UASFLA direction pertaining to comparable sales requiring extraordinary verification and weighting considerations. These include sales to governmental agencies, sales to environmental organizations, sales to parties desiring to exchange the land to the government, distressed sales, and other atypical or non-arm's length sales.



Subdivision Development Method. The development approach should not be relied upon as the primary indicator of value when comparable sales are available with which to accurately estimate the property's market value. The contract appraiser shall adhere to UASFLA direction pertaining to this highly sensitive and complex method of valuation. In those circumstances where the property has a highest and best use for subdivision purposes and the appraiser has developed the subdivision development method, the report must address all of the factors and assumptions used in sufficient detail for the client and intended users to understand the outcome of this method.

Opinion of value by the Cost Approach. Determine an opinion of value of the land as though vacant and available for its highest and best use. The opinion of land value is developed by the use of confirmed sales of comparable, or nearly comparable, lands having like optimum uses is the preferred method. If the contract appraiser will place considerable weight on the cost approach to value in reaching a final opinion of value, consideration should be given to retaining the services of a contractor or professional cost estimator to assist in developing the reproduction or replacement cost estimate. Estimating depreciation by the use of published tables or age-life computation should be avoided. The contract appraiser may substantiate that it is not possible to abstract depreciation rates from the market if tables or age-life methodologies are used to compute depreciation. If this is the only method used, the weakness resulting from the lack of market support is to be addressed and considered in the reconciliation.

3. Reconciliation and Final Opinion of Market Value. The contract appraiser must avoid making a summation appraisal. Appraisers are responsible for the final opinion of value even if it relies upon estimates developed by others (such as, timber cruisers, mineral appraisers, or cost estimators).

C-2.2(b)(4) – Part IV – Exhibits and Addenda (UASFLA 2.3.7).

Include the following items as applicable to the appraisal problem if not included in the body of the report:

1. Maps. Maps must clearly identify the properties and be of sufficient quality to enable the staff review appraiser to locate the properties on the ground. Maps must be dated, include a legend, scale, and north arrow. The original copy of the report must contain original maps or vivid color copies.
  - a. Area Map. This is a small-scale map showing the general location of the subject market area.
  - b. Neighborhood Map. This map shows the appraised property and its immediate neighborhood.

- c. Tract Map or Plat. This map is a large-scale (2-inch/mile) United States Geological Survey (USGS) or similar quality map that shows the appraised property and pertinent physical features such as roads, streams, and improvements. If portions of the appraised property are assigned separate values, such as in an assembled exchange, these areas must be delineated on this map, or a separate map.
- d. Comparable Sales Location Map. This map must show the location of the appraised property and the sales. Delineate the boundaries of the appraised properties and comparable sales when the map is of sufficient scale to be meaningful. If all pertinent comparable sales cannot be shown on the same map as the appraised property, a smaller-scale map (such as a state road map) may be included in addition to the larger scale map.
2. Sale Transaction Forms. Include a completed form showing all information for each comparable transaction used in the appraisal. Include a plat (if available), a USGS topographic map (if appropriate), and color photo(s) of each sale. The transaction number must match the number of the transaction listed in the report.
3. Legal Description. Include a full legal description of the property appraised if not shown in the narrative section of the report.
4. Title Information. Include a copy of the preliminary title report for the non-Federal land and a statement of interest (status report) for the Federal land, as applicable.
5. Photographs. Provide quality color photographs of the appraised property and all comparable sales in the original and all copies of the final report. Photographs may be a separate exhibit in the addenda or included with the narrative description of the appraised property and comparable sales. Show the following information with each photograph:
  - a. Identify the photographed scene. Indicate direction of view, vantage point, and other pertinent information. A map may be used to show some of this information.
  - b. The name of the photographer.
  - c. The date the photograph was taken.
6. Other Pertinent Exhibits. Present additional data such as documents and charts pertinent to the valuation and referred to in the body of the appraisal. It may include:
  - a. A copy of an easement or other deed.

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- b. A copy of technical reports from specialists. This may include a timber cruise summary signed by a timber cruiser, a road plan signed by an engineer, or a mineral report signed by a geologist.
- c. Property owner permission to appraise.
- 7. References. List sources of data, including documents and individuals.
- 8. Qualifications of the Appraiser. Include the qualifications of all contract appraisers or technicians who made significant contributions to the completion of the appraisal assignment.

The contract appraiser(s) shall provide evidence of compliance with the certification requirements of the state(s) where the properties are located.

**C-2.3 – Format For Supplemental Appraisal Reports**. Supplements or amendments to appraisal reports, such as for updating opinion of values, changes in acreage, additional support or explanation, or to correct a previous appraisal report, must be referenced for incorporation with the original report. The following format is recommended. All items must be addressed.

- 1. Title Page. Include the same information as on the original appraisal report. Label the report as a "Supplemental" or "Updated" appraisal report.
- 2. Summary of Facts. Include (a) owner's name or other identification of the property, (b) size, (c) highest and best use, (d) new opinion of value, and (e) new valuation date.
- 3. Summary of Original Appraisal. Cite the date and value opinion from the original appraisal. If previous updates have been made since the original appraisal, cite value opinions and value dates from all updates as well as the original appraisal.
- 4. Changes. Explain the reason for the appraisal supplement; such as, to update an opinion of value, amend a previous appraisal report, add additional support or explanation, or other.
- 5. New Opinion of Value. Discuss the changes and market activity that have occurred since the original appraisal (or previous update). Discuss the method used to update the opinion of value and cite the evidence and/or analysis of trends that support the updated value opinion. Conclude with a statement of the new opinion of value and the valuation date, followed by the contract appraiser's signature.
- 6. Certification.
- 7. Addenda. Include sales data detail for new sales cited, summaries of data and trend analyses, maps of sales analyzed, and any other information relied upon but not included in the text.

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8. Binding. If the Supplemental Appraisal Report comprises more than four pages, it should be bound in a durable report cover with appropriate identification or provided electronically.

## **SECTION E – INSPECTION AND ACCEPTANCE**

E-1-Basis of Inspection And Acceptance. Agriculture Acquisition Regulation (48 CFR chapter 1), Clause 52.246-4, Inspection of Services – Fixed Price (Apr 84) (FSH 6309.32-AGAR 52.246-4) must be the basis of inspection and acceptance.

## **SECTION F – DELIVERIES OR PERFORMANCE**

F-1-Time for Contract Performance. The Contract appraiser shall submit to the assigned staff review appraiser, \_\_\_ original and \_\_\_ copy(ies) of the original appraisal report for approval within \_\_\_ days of the Notice to Proceed. The assigned staff review appraiser will then review the final appraisal report for acceptance or recommend revisions. If revisions are necessary, the revised report must be submitted within \_\_\_ days of notification.

F-2-Contract Time Phases. Contract time will proceed according to the following phases. Upon the completion of one phase, remaining contract time must not be carried forward.

PHASE 1: \_\_\_ Calendar days. The contract appraiser shall submit to the Government \_\_\_ copy(ies) of the appraisal report. The appraisal report must be submitted to the CO within 30 calendar days after the date of value, unless otherwise specified in writing by the CO and/or COR.

PHASE 2: \_\_\_ Calendar days. The Government must review the original appraisal report for acceptance.

PHASE 3: \_\_\_ Calendar days. The Contract appraiser shall correct any deficiencies, if any, and submit the revised appraisal report to the Government.

PHASE 4: \_\_\_ Calendar days. The Government must review the revised appraisal report for acceptance.

F-3. Pre-work Conference. A pre-work meeting between the assigned staff review appraiser and the contract appraiser may be required. It is preferable that this be accomplished during the site inspection with the landowner present.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

G-1-Method of Measurement. The unit of measurement is designated in the Schedule of Items, Section B of the contract.

G-2-Unit of Measurement. Measurement must be made for each item or unit of work as shown in the Schedule of Items, completed as described in the Specifications and Supplements thereto.

G-3-Payment for Contract Work. Payment for contract work must be made only for items listed in the Schedule of Items. All other work must be considered incidental and included in the payment of the items listed in the Schedule of Items.

G-4-Timing of Payment. Payment must be made upon receipt and approval of the final appraisal report. Typically, no progress payments should be made. However, partial payments in an amount not less than 50 percent of the total price may be authorized if the technical review period is extensive due to the complexity of the appraisal problem.

G-5-Payments for Updates. Payment for updating must be at a fixed fee that may be agreed upon at the time the updating is requested.

G-6-Payment for Testimony. Payment for testimony should be at a fixed fee to be negotiated at the time the testimony is requested. Travel expenses should be paid at a rate not to exceed Federal Government travel allowances.

G-7-Contract Payment Estimate and Invoice. At the contract appraiser's request, the COR and the contract appraiser should jointly prepare either electronically or by hard copy, the Contract Payment Estimate and Invoice (or similar document), for signature of the CO for payment. Coordinate with the CO as appropriate.

G-8-Basis of Payment. The accepted quantities must be paid for at the contract unit price for the items shown in the Schedule of Items.

G-9-Property of the United States. All submitted appraisal reports become the property of the United States and may be used for any legal and proper purpose.

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The Government must furnish the following at the Supervisor's Office in (city), (state), at the contract appraiser's request after the award:

1. Use of aerial photographs of the appraised property and of such other aerial photographs as are available. (To be returned to the COR upon completion of the appraisal, if not included as an exhibit to the report).
2. Copies of pertinent Forest Service administrative maps as available for use in the appraisal report.
3. Current Forest Service Land Status Reports covering the Federal lands, if not previously furnished.
4. Current title commitments or similar documents covering the non-Federal lands, if not previously furnished.



3. Neighborhood Factors. The appraiser shall describe the government project for which the property is being acquired and its impact, if any, on the neighborhood and the remainder property. The degree of detail regarding the government's project included in this section should relate directly to the complexity of the government's project and its impact on the remainder property. The aspects of the government's project that will result in damages to the remainder property should be described in specific detail.

C-2.2(b)(5) – Part V – Property Data (UASFLA 2.3.4.3).

1. Site
2. Improvements
3. Fixtures
4. History
5. Assessed Value and Tax Load
6. Zoning and Other Land Use Regulations

C-2.2(b)(6) – Part VI – Data Analysis and Conclusions After Acquisition (UASFLA 2.3.5).

1. Analysis of Highest and Best Use
2. Land Valuation
3. Cost Approach
4. Sales Comparison Approach
5. Income Approach
6. Reconciliation and Final Opinion of Market Value



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C-2.2(b)(7) – Part VII – Acquisition Analysis (UASFLA 2.3.6).

1. Recapitulation. Show the difference between the value of the whole property and the value of the remainder by deducting the property's after value from its before value.
2. Allocation and Explanation of Damages. Briefly explain any damages to the remainder property.
3. Explanation of Special Benefits. Identify any special benefits accruing to the remainder.

C-2.2(b)(8) – Part VIII – Exhibits and Addenda (UASFLA 2.3.7).

1. Location Map
2. Comparable Data Maps
3. Details of Comparable Sales and Rental Data
4. Plot Plan
5. Floor Plan
6. Title Evidence Report
7. Other Pertinent Exhibits
8. Qualifications of the Appraiser