

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

ATTACHMENT A

SCOPE OF CONSULTANT'S BASIC SERVICES

1.0 DEFINITION

1.1 The Consultant's Basic Services consist of those described in Paragraphs 2.0 and 3.0 in their entirety as part of Basic Services, and include plans review and inspection services for applicable code compliance, as well as services of any special Consultants included as a part of the Project Team on the Consultant's Professional Qualifications Supplement.

2.0 DOCUMENT REVIEW PHASE (If authorized by the School Board)

2.1 Upon request of the School Board, the Consultant shall meet with the School Board to ascertain the requirements of the project.

2.2 Upon request of the School Board during project design the Consultant shall review the design documents to ascertain whether the construction indicated is in accordance with the requirements of the Florida Building Code and the Florida Fire Prevention Code.

2.3 The Consultant shall examine all project Construction Documents submitted for permitting, including but not limited to drawings, specifications, computations, and additional data, and no more than two (2) --except upon mutual agreement by both parties -- re-submittals, and shall ascertain whether the construction indicated is in accordance with the requirements of the applicable technical codes and all other pertinent laws or ordinances. The School Board will supply the consultant with a minimum of three (3) complete sets of signed/sealed documents for review, two of which will be returned to the School Board. The consultant will retain one for record purposes. The document examination shall comply with Section 104.3.1.1 entitled "Minimum plan review criteria for buildings" of the state adopted codes. Florida Fire Code Prevention plan review and inspections shall be as required by Ch. 633, F. S. and the State Fire Marshall.

2.4 The Consultant shall prepare, from each document examination, a written report in the form specified by the School Board, indicating all proposed construction activities not in compliance with the minimum codes. Comments shall include a reference to the code section not complied with. The report shall be provided to the School Board within 14 days of School Board's acceptance of the Consultant's proposal for service or receipt of Construction Documents.

2.5 At the School Board's option, the Consultant shall meet with the School Board, and its agents for no more than two (2) meetings, except upon mutual agreement by the parties, to review non-compliant conditions stated in the review report.

2.6 When all documents, reviewed by the Consultant, are determined to be in compliance with all applicable codes, the Consultant shall provide written certification of compliance to the School Board.

2.7 Upon completion of document review the Consultant shall stamp all construction document sets provided "Reviewed for Code Compliance", retain one (1) copy for record purposes and return two (2) copies to the School Board, one which will be kept at the jobsite for construction and inspections.

- 3.0 INSPECTION OF CONSTRUCTION PHASE (if authorized by the School Board.)
- 3.1 The Consultant shall visit the site as inspections are called for at intervals stated in section 105.6 "Required Inspections" Florida Building Code, state adopted codes, or as otherwise agreed by the School Board and Consultant, to determine if the Work is being performed in compliance with applicable codes.
- 3.2 Inspections shall be conducted within 24 hours of a request for inspection or as otherwise agreed upon by the Permit Holder.
- 3.3 If the Consultant determines while making an inspection that certain work requiring an inspection has been concealed, he/she shall immediately notify the Building Official and inform him/her of the condition. If determined necessary by the Consultant and the Building Official, the Contractor shall be directed to remove the obstruction concealing the work so the Inspection may proceed.
- 3.4 Upon completion of each inspection, the Consultant shall submit a written inspection report in the form specified by the School Board. The Consultant shall provide digital photographic record, in the form specified by the School Board, of all conditions identified as non-compliant and reference the specific code edition and section not complied with. Copies of the Inspection report shall be provided to the Building Official and the Contractor within 24 hours of inspection. The Inspector shall inform the Contractor of the results of the inspection and initial and date the Building Permit (if appropriate) before leaving the project site.
- 3.5 The Consultant shall be a representative of, and shall advise and consult with the School Board during construction until a final Certificate of Completion or Certificate of Occupancy is issued. The Consultant shall have authority to act on behalf of the School Board, only to the extent provided in this Agreement, unless otherwise modified by written instrument.
- 3.6 The Consultant shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as required by applicable codes. The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.
- 3.7 The Consultant shall notify the permit holder and the Building Official of work that does not conform to the applicable codes. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents as it pertains to code compliance, the Consultant shall recommend to the Building Official the need for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 3.8 The Consultant shall review and provide written certification of code compliance, or take other appropriate action, upon School Board's agents' submittals such as Change Orders when requested by the Building Code Official, but only for the limited purpose of checking for conformance with the applicable codes. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the School Board or of separate contractors.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

ATTACHMENT B

FIXED RATE SCHEDULE

Project Category	Project Construction Cost (C.C.)	Total Permit Fee (Including plan review, inspections and overhead)	Building Code Plan Review Fee	Building Code Inspection Fee	Building Code Permit Fee
I	\$0 to \$1,000	<u>\$50.00</u> Flat Fee	\$25.00	\$25.00	\$0.00
II	\$1,001 to \$10,000	<u>\$100.00</u> Flat Fee	\$25.00	\$75.00	\$0.00
III	\$10,001 to \$50,000	<u>\$100</u> for the first \$10,000 plus <u>\$20</u> for each additional thousand or part thereof, to and including \$50,000	<u>20%</u> of total Permit Fee	<u>75%</u> of total Permit Fee	<u>5%</u> of total Permit Fee
IV	\$50,001 to \$250,000	<u>\$900</u> for the first \$50,000 plus <u>\$14</u> for each additional thousand or part thereof to and including \$250,000	<u>20%</u> of total Permit Fee	<u>75%</u> of total Permit Fee	<u>5%</u> of total Permit Fee
V	\$250,001 to \$1,000,000	<u>\$3,750</u> for the first \$250,000 plus <u>\$9</u> for each additional thousand or part thereof to and including \$1,000,000	<u>20%</u> of total Permit Fee	<u>75%</u> of total Permit Fee	<u>5%</u> of total Permit Fee
VI	\$1,000,001 to \$5,000,000	<u>\$10,450</u> for the first \$1,000,000 plus <u>\$7</u> for each additional thousand or part thereof to and including \$5,000,000	<u>20%</u> of total Permit Fee	<u>75%</u> of total Permit Fee	<u>5%</u> of total Permit Fee
VII	\$5,000,001 to \$12,000,000	<u>\$38,450</u> for the first \$5,000,000 plus <u>\$3</u> for each additional thousand or part thereof to and including \$12,000,000	<u>15%</u> of total Permit Fee	<u>80%</u> of total Permit Fee	<u>5%</u> of total Permit Fee
VIII	\$12,000,001 to \$25,000,000	<u>\$59,450</u> for the first \$12,000,000 plus <u>\$1.50</u> for each additional thousand or part thereof to and including \$25,000,000	<u>15%</u> of total Permit Fee	<u>80%</u> of total Permit Fee	<u>5%</u> of total Permit Fee
IX	\$25,000,001 and up	<u>\$78,950</u> for the first \$25,000,000 plus <u>\$1.00</u> for each additional thousand or part thereof	<u>15%</u> of total Permit Fee	<u>80%</u> of total Permit Fee	<u>5%</u> of total Permit Fee

Fees are based on the School District of Osceola County's Construction Budget

ATTACHMENT B -Continued

Fire Plan Review and Inspection Fees

Fire and Life Safety

(New School)

	Elementary School	Middle School	High School
100% Document Review	\$600.00	\$750.00	\$1,050.00
75% Inspection	\$900.00	\$1,050.00	\$1,200.00
100% Inspection	\$1,500.00	\$1,800.00	\$2,400.00

Fire Alarm Only

(New School)

	Elementary School	Middle School	High School
100% Document Review	\$300.00	\$375.00	\$525.00
75% Inspection	\$450.00	\$525.00	\$600.00
100% Inspection	\$600.00	\$900.00	\$1,200.00

- 1 The Estimated Construction Cost for a project will be the Building Construction estimate that is being used by the School Board at the time of School Board's request for proposal.
- 2 If after the construction contract is awarded, there is a single scope change order item or closely related scope change order items that aggregate to an amount that exceeds ten percent (10%) of the building construction award amount, the Consultants fee shall be adjusted an equal percentage to that of adjusted building construction cost.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

ATTACHMENT C

HOURLY RATE SCHEDULE

Fees for basic services and additional services (only when approved in writing by the School Board), be reimbursed at the following hourly rates:

Document Reviewer	\$ 60/hr.
Site Inspector	\$ 60/hr.
Fire Plan Review & Inspections	\$ 87/hr.
Clerical	\$ 30/hr.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

ATTACHMENT D

CONSULTANT REIMBURSABLE EXPENSE GUIDELINES

A not to exceed lump sum dollar amount shall be determined during the negotiation period for the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

1. All necessary fees paid by Consultant to governmental authorities, having jurisdiction over any Project specified in a Work Authorization, for securing required approval of the Project or any part of it.
2. Travel expenses incurred or paid by the Consultant for necessary travel by any principal or employee of Consultant outside of Osceola and Orange County, Florida, in connection with the performance of the Scope of Services. No travel or wages will be allowed from the Consultant's office to the project site or school district offices unless authorized in advance by the School Board. For the purpose of this Agreement the Consultant, including sub-consultants, agents, etc., shall be deemed to be limited to the same extent as a school board employee, by the affirmations, laws, regulations, that govern eligibility for travel reimbursement and amount of reimbursement.
3. The direct cost to Consultant for copying/ reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.
4. Consultant shall obtain the prior approval of School Board before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by Consultant will be deemed to be a reimbursable expense.
5. Consultant shall bear and pay all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by Consultant in the performance of the Services.
6. Prior to authorizing Consultant to provide any Services or to incur any reimbursable expenses under a Work Authorization pursuant to this Agreement, School Board shall request that Consultant in writing advise School Board of (i) the estimated time of Consultant's personnel and the estimated fees thereof for the proposed work to be specified in the Work Authorization; and (ii) the estimated charge to School Board for the reimbursable expenses applicable to the contemplated Services to be performed by Consultant under the proposed Work Authorization. Consultant shall promptly supply such estimate to School Board based on Consultant's good faith analysis.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

ATTACHMENT E

WORK AUTHORIZATION FORM

This Work Authorization, dated _____, 20____, is hereby issued pursuant to that certain Continuing Contract for Building Code Inspection Services ("Agreement"), dated _____, 20____, between The School Board of Osceola County, Florida ("School Board") and _____("Consultant").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, School Board and Consultant agree as follows:

1

SCOPE OF WORK

School Board hereby authorizes Consultant to provide the following Services for the following Project:

2

SCHEDULE

The Services under this Work Authorization shall commence by _____, and shall be completed by _____. A detailed Services schedule is attached.

3

COMPENSATION

The compensation for the Services under this Work Authorization and the manner of payment therefore shall be as follows:

QUALIFICATIONS AND SPECIAL REQUIREMENTS

The Services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

Four horizontal lines for text entry.

MISCELLANEOUS

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

SCHOOL BOARD

CONSULTANT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

ATTACHMENT F

TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Osceola County, Florida and _____, dated _____, 2007, are accurate, complete and current as of the time of entering into this contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

STATE OF FLORIDA

COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared _____ as its _____, who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

DATED this _____ day of _____ 2007.

By: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____ 2007.

By _____(type/print name of affiant).

Notary Public (printed name)

Personally Known to me _____; or has produced identification

Type of identification produced: