

## THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

### EXHIBIT A

#### SCOPE OF SERVICES

**DESCRIPTION OF SERVICES:** Represent the School District as its consultant for Real Estate Appraisal Services.

The School District of Osceola County, Florida is seeking proposals from qualified MAI or SRPA appraisers, on an as-needed basis. The School District will seek to establish the Fair Market Value of various properties in Osceola County, Florida for potential acquisition for educational facilities and other uses by the School District. At the District's sole discretion, the District will provide the Consultant with a project description and request the Consultant to provide a scope of services, highest and best use, proposed price breakdown for completing the services, and schedule, and completed Attachment "G" Form of Written Proposal and Work Authorization. Services will be authorized for specific tasks by purchase order issued by the School District.

Appraisal Services shall include, but not be limited to the following:

1. Assessing the fair market, real estate value of existing School District properties (developed and undeveloped) for School District purposes including, but not limited to, development, sale, trade, lease, or donation.
2. Assessing the fair market, real estate value of prospective land purchases by the School District for new schools, educational facilities, or ancillary facilities to include any existing structures.
3. Assessing the fair market, real estate value of prospective land and properties (developed and undeveloped) for School District purposes including, but not limited to, development, sale and purchase, trade, lease, or donation.
4. Reviewing the appropriateness of published asking prices on prospective school and ancillary facility sites, and assisting the School District and the School Board as needed in negotiating the purchase of school sites, educational facilities, or ancillary facility sites.
5. Reviewing real estate appraisals prepared by others.
6. Determining property ownership through preliminary due diligence title work.
7. Providing "Expert Witness" services as may be required by the School District.

#### GENERAL REQUIREMENTS

1. All firms selected must disclose any potential conflict of interest upon request for services. Should a conflict of interest exist, the firm will be excused from that specific project.
2. The appraisal firm will determine the highest and best use category. If the appraisal service investigation triggers a determination of a different category, whether higher or lower, the specifications will be adjusted subject to School Board approval.
3. School sites and lands to be appraised consisting of an aggregation of two (2) or more small tracts, contiguous and with the same highest and best use, will be considered as a single, primary site. A single tract consisting of multiple highest and best uses will be considered as separate sites; however, the valuation of such a site may be presented in one (1) appraisal report. The appraiser should apply any appropriate discounts. For the bulk purchase of multiple highest and best use parcels from one (1) seller.
4. Appraisals are considered potential density transfers from wetlands, as allowed by law. However, an appraisal should not be considered wetlands as developable lands with no adjustments for mitigation costs, filling, permitting, etc. Appraisers should carefully consider all legal, physical, and economic issues before attributing any value to wetlands.
5. The School District of Osceola County reserves the right to track and compare relative appraisals between short-listed suppliers. If a supplier provides property appraisal figures which are significantly outside the average, clear documentation as to the comparables must be provided. If a pattern of being outside the average continues over time, the School District of Osceola County reserves the rights within thirty (30) days written notice to remove the supplier for the short-list.

6. For each appraisal, the School District will require two (2) bound and certified originals.
7. Time is of the essence in most appraisals. If a thirty (30) day lead-time cannot be met either a call-out or after placement of the purchase order, the School District reserves the right to utilize the services of another short-listed supplier. Any firm declining a School Board project, or which cannot meet a thirty (30) day lead-time must so state in writing to the Planning Services Representative. A firm declining more than three (3) projects in any year of the contract is subject to being dropped from the short-list. Should that occur, the School District reserves the right to add onto the short-list the next ranked firm from the original evaluations.
8. All engineering data, maps, plans, specifications, drawings, or other District furnished property shall remain the exclusive property of the School District. The Appraiser agrees that such District property will not be used for purposes other than for work for the School District under this RFQ. Suppliers awarded work shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to the School District.

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT B**

**PROJECT SCHEDULE**

The schedule shall be agreed to on a project-by-project basis. School Board staff shall approve the schedule before commencement of each project.

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT C**

**FEE SCHEDULE**

List a complete fee schedule to be referred to when proposing services for each project assigned by the School District of Osceola County. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A, and the following services listed below.

<u>Primary Site appraisals fee, based on highest and best use:</u>	per Site
Vacant – Agricultural/Low-Density Residential (<= 40 acres)	\$ _____
Vacant – Agricultural/Low-Density Residential (> 40 acres)	\$ _____
Vacant – High Density Residential (<= 40 acres)	\$ _____
Vacant – High Density Residential (> 40 acres)	\$ _____
Vacant – Commercial (<= 40 acres)	\$ _____
Vacant – Commercial (> 40 acres)	\$ _____
Vacant – Industrial (<= 40 acres)	\$ _____
Vacant – Industrial (> 40 acres)	\$ _____
Vacant – Other (<= 40 acres)	\$ _____
Vacant – Other (> 40 acres)	\$ _____
Other – Special Condition Property	\$ _____

Secondary Site appraisals fee, based on highest and best use: a secondary site is defined as having the same “highest and best use” as a primary site, being similar in size and within the same immediate geographical area of Osceola County as the primary site.

	per Site
Vacant – Agricultural/Low-Density Residential (<= 40 acres)	\$ _____
Vacant – Agricultural/Low-Density Residential (> 40 acres)	\$ _____
Vacant – High Density Residential (<= 40 acres)	\$ _____
Vacant – High Density Residential (> 40 acres)	\$ _____
Vacant – Commercial (<= 40 acres)	\$ _____
Vacant – Commercial (> 40 acres)	\$ _____
Vacant – Industrial (<= 40 acres)	\$ _____
Vacant – Industrial (> 40 acres)	\$ _____
Vacant – Other (<= 40 acres)	\$ _____
Vacant – Other (> 40 acres)	\$ _____
Other – Special Condition Property	\$ _____
Summary Appraisal Review (per Appraisal)	\$ _____

For applicable categories listed above, can delivery of a completed report be made within thirty (30) days after receipt of order? Yes \_\_\_\_\_ No \_\_\_\_\_

If "No" list not-to-exceed delivery time: \_\_\_\_\_

Hourly rates for eminent domain proceedings: Hourly rates will be limited to actual time in court or in consultation with the School Board's attorney or staff.

Principal	\$ _____
Associate	\$ _____
Expert Witness	\$ _____
Cost for reference materials	\$ _____

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT D**

**SCHEDULE OF PROGRESS PAYMENTS**

Consultant fees to be paid monthly based on a completed percentage of work being done and invoice/payment procedures as defined in Article 4 of the Continuing Service Contract.

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT E**

**CONSULTANT REIMBURSABLE EXPENSE GUIDELINES**

**TRAVEL**

All expenses related to travel, including without limitation train, mileage, air, etc., shall be subject to all laws, policies, and guidelines for the State of Florida and the School Board in connection with eligibility for reimbursement and limitations for dollar amount for such reimbursement. For the purpose of this Agreement the CONSULTANT, including 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

**Current Mileage Rate: \$.45**

**No other expenses or costs will be reimbursed, without prior written authorization received from the Owner.**

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT F**

**KEY EMPLOYEES**

Identify team members responsible for this project and their areas of responsibility.

**Member**

**Title**

**Responsibility**



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT G**

**FORM OF WRITTEN PROPOSAL AND WORK AUTHORIZATION**

*Instructions to Consultant:*

*The following process shall be followed when Real Estate Appraisal Services are required on a project. The Real Estate Appraisal Services Consultant shall provide a complete and detailed proposal to include material and labor, and shall submit its proposed Work Authorization Form, in the following form to School Board for review, revision and approval,*

*The Real Estate Appraisal Services Consultant, at minimum, shall be required to provide the following detail in the quote on the proposed Work Authorization Form:*

- 1. A complete and detailed written scope of work for the project.*
- 2. The names of the Consultant's employees proposed to complete the project.*
- 3. A tentative schedule for the project will be completed to include start date and completion date.*
- 4. Contact information for the Consultant's Project Engineer.*
- 5. Total cost for project completion shall include material and labor required for Real Estate Appraisal Services, and other services as may be required of each project. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the Service, while adhering to the Unit Labor Rates in Exhibit B.*

**WORK AUTHORIZATION FORM**

THIS WORK AUTHORIZATION dated \_\_\_\_\_, 20\_\_, is hereby issued pursuant to that certain Continuing Service Contract ("Contract") 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.

**1**

**SCOPE OF WORK**

School Board hereby authorizes Consultant to provide the following Services for the following Project: (Consultant will provide a detailed, proposed Scope):

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(Consultant to use or add as many lines as required for a detailed Scope, or attach separate pages to be incorporated herein)

**2**

**SCHEDULE**

The Services under this Work Authorization shall begin on \_\_\_\_\_, 20\_\_, and shall be completed by \_\_\_\_\_, 20\_\_. (Consultant will provide a detailed, tentative Schedule)

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(Consultant to use or add as many lines as required for a detailed Schedule, or attach separate pages to be incorporated herein)

3  
COMPENSATION

The compensation for the Compensation under this Work Authorization shall be as follows:  
(Consultant will provide proposed Compensation)

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(Consultant to use or add as many lines as required for a detailed Compensation proposal, or attach separate pages to be incorporated herein)

4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS

The Services to be provided under this Work Authorization shall be accomplished by the following persons:  
(Consultant will provide names of personnel all of whom must appear in the list of Key Employees on Exhibit F)

Name	Title	Responsibility	Rate
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Consultant to use or add as many lines as required for a detailed Schedule, or attach separate pages to be incorporated herein)

5  
MISCELLANEOUS

All terms and conditions of the Contract shall remain in full force and effect.

THE SCHOOL BOARD OF OSCEOLA  
COUNTY, FLORIDA

CONSULTANT:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**EXHIBIT H**

**TRUTH IN NEGOTIATION CERTIFICATE**

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

DATED this \_\_\_\_ day of \_\_\_\_\_ 2007.

By:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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.

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:

\_\_\_\_\_