## STATE OF FLORIDA

## DEPARTMENT OF JUVENILE JUSTICE

## FACILITY SERVICES

## AGREEMENT BETWEEN OWNER AND BUILDING CODE ADMINISTRATOR

For

### PROVIDING BUILDING CODE INSPECTION SERVICES

(Statewide Continuing Area Contracts)

**ZB-201** 

FS-11/13-BC

STATE PROJECT NO:

PROJECT NAME:

PROJECT LOCATION:

BUILDING CODE ADMINISTRATOR:

**BUILDING CODE ADMINISTRATOR & RELATED BUILDING CODE SERVICES** 

#### NORTHWEST REGION & STATEWIDE

Building Code Administration Services, Inc. 4802 Sweetwater Lane Tallahassee, Florida 32311 Phone: (850) 942-2828 Facsimile: (850) 942-2808 Federal Tax I.D. No.: 59-3749950

Rick Scott, Governor

Wansley Walters Secretary

## TABLE OF CONTENTS

The Project Team and Extent of Agreement	3
Certification of Building Code Inspection Personnel	5
Applicable Codes	5
Activation of Building Code Plans Examination and Inspection Services	5
Plans Examination Assignments	6
State Building Permit	6
Inspection Assignments	6
Building Code Inspection Services	7
Equipment and/or Supplies Required of Building Code Administrator	7
Cost of Work	8
Invoice/Pay Requests for Plans Examinations and Inspections	8
Accounting Records	9
Department Responsibilities (Permits and Standards Control)	9
Period of Service	9
Termination of Agreement	10
Successors, Assignment and Governing Law	10
Claims and Disputes	10
BCA'S Payment Rights	11
Miscellaneous	11
Insurance Requirements	13
	Certification of Building Code Inspection Personnel

## SIGNATURE

PAGE		14
EXHIBIT A	Applicable Codes	15
EXHIBIT B	State Building Permit Application	16
EXHIBIT C	State Building Permit	17
EXHIBIT D	Supplemental Instructions	18
EXHIBIT E	Code Inspection Request Form	24
EXHIBIT F	Code Inspection Report Form	25
EXHIBIT G	Minority Business Data Summary	

#### FLORIDA DEPARTMENT OF JUVENILE JUSTICE TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND BUILDING CODE ADMINISTRATOR For PROVIDING BUILDING CODE INSPECTION SERVICES

This Agreement by and between the State of Florida, Department of Juvenile Justice, hereinafter called the "Department", and

Building Code Administration Services, Inc. 4802 Sweetwater Lane Tallahassee, Florida 32311 Federal Tax I.D. No.: 59-3749950

hereinafter called the BUILDING CODE ADMINISTRATOR (BCA),

For:

Services within the Northwest Region and Statewide as needed for the BCA to administrate, supervise, direct, enforce, and/or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the boundaries of state jurisdiction and of facilities under the authority of the Department, when permitting is required, to ensure compliance with building, plumbing, mechanical, electrical, gas fuel, energy conservation, accessibility, and other construction codes which are required or adopted by state law. The BCA shall faithfully perform these responsibilities without interference from any person or authority. These unencumbered services are required for the health, safety, and welfare of the building occupants.

WHEREAS, the Department intends to retain the services of the BCA for periodically performing building code inspection services under specific designated permits issued by the Department in the area and discipline(s) shown in the Activations issued.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following terms and conditions as follows:

#### **ARTICLE 1**

#### THE PROJECT TEAM AND EXTENT OF AGREEMENT

THE BCA AGREES TO PROVIDE PROFESSIONAL SERVICES FOR EACH SPECIFIC DESIGNATED PROJECT AS HEREINAFTER ONLY UPON WRITTEN ACTIVATION.

- 1.1 The BCA agrees to furnish efficient business administration and to use it to complete all permit and inspection related services in an efficient, expeditious, and economical manner consistent with the interests of the Department.
- 1.2 PROJECT TEAM The BCA and the Department, called the "Project Team" shall work jointly from contract award through final completion and shall be available thereafter should additional services be required.
- 1.3 EXTENT OF AGREEMENT This Agreement is complementary to the scope of work, drawings, specifications and other descriptive documents defining the Project. This Agreement between the Department and BCA supersedes any prior negotiations, representations, or agreements. Where this Agreement is expressly in conflict with the Conditions of the Contract, this Agreement will prevail. Where this Agreement is silent, the Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail. This Agreement may be amended only by written instrument signed by the Department and BCA.

1.4 REFERENCE – Reference is made to the following documents hereinafter referred to as the Contract Documents: Instruction to Bidders, Request for Qualifications #FS-11/13-BC, Bid Form, Presentation Agenda/Guidelines, and all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

#### 1.5 DEFINITIONS

<u>Agreement or Contract</u> – These terms will be used interchangeably. A promise to perform, made between signatories to a document. The specific documents setting forth the terms of the contract between Owner and BCA.

<u>Building Code Administrator</u> – A professional(s) who by education, experience, and examination, is qualified, duly licensed and registered to engage in the practice of Permitting and Inspections in the State of Florida pursuant to Part XII, Chapter 468, Florida Statutes. The BCA is an independent contractor and not an agent, representative, or employee of the Owner. The BCA represents the principal authorized and licensing contracting Building Code Administrator. The entire entity of building code services and all personnel within the BCA organization providing building code services within the contract, which involves plan review and inspections under the authority of the BCA.

<u>Estimate</u> – The latest probable project construction costs that shall include materials, labor, equipment, or any combination of these for the proposed project or portion thereof.

<u>Final Completion</u> – Shall mean that the Project is finally completed in accordance with the terms and conditions set forth in the contract documents and that all deficiencies, patching, alterations and punch list items are complete. It is also inclusive of the Close-Out Documents.

<u>Minority Business Enterprise (MBE)</u> – The BCA is encouraged to subcontract with minority business certified by the Office of Supplier Diversity (OSD) whenever possible in the best interests of the Project.

<u>Owner or Department</u> – These terms will be used interchangeably. The State of Florida, Department of Juvenile Justice.

<u>Permitting Authority (BCA)</u> – The State of Florida, Department of Juvenile Justice's independent BCA's designated by the Owner through independent agreement for related building code administration and enforcement such as, but not limited to, the review of 100% construction documents, issuance of building permits, and conducting of code inspections on projects administered by the Owner.

<u>Permitting Authority (SFM)</u> – The State of Florida Department of Financial Services, State Fire Marshal, Bureau of Fire Prevention, Plans Review Section, 200 East Gaines Street, Tallahassee, Florida 32399-0342, Telephone (850) 413-3729. The Plans Review Section reviews 100% construction documents and is responsible for life safety code inspections on projects administered by the Owner.

<u>Prime Contractor</u> – The Construction Manager (CM), Design Build Firm (DBF), or General Contractor (GC), terms will be used interchangeably, that enters into an agreement directly with the Owner for a major portion of the project. The Prime Contractor is an independent contractor and not an agent, representative, or employee of the Owner.

<u>Project or Work</u> – These terms will be used interchangeably. The Project is the total Work to be performed under this Agreement. The Project consists of code compliance reviews, permitting, code inspections, and associated activities necessary.

<u>Project Manager (PM)</u> – The person designated by the Owner to provide direct interface with the Project Team with respect to the Owner's responsibilities. The PM shall define the lines of Owner authority to approve Project Construction Budgets and changes in Project. The PM shall perform his/her duties promptly and furnish information expeditiously. The PM shall not have the authority to bind the Owner in any contract or amendment unless authorized in writing by the Secretary or other designee authorized to sign authority on behalf of the Owner.

<u>Project Team</u> – The Owner's Project Manager, Headquarters and/or Regional Detention Services, Residential Services, or Probation & Community Intervention Services representatives. The Construction Manager and the Architect-Engineer. The Owner's Project Manager shall oversee the project. All correspondence shall be through the Project Manager.

<u>Subcontractor</u> - Trade Contractor, Supplier, Materialman, Vendor, and the terms will be used interchangeably. A subcontractor is a person or organization that has a direct contract with the Prime Contractor for completion of a portion of the work for which the prime contractor is responsible. Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor. The Prime Contractor shall correspond between any Project Team Member and the Subcontractor.

<u>Submittal</u> - a product sample, manufactures technical data about a specified product, shop drawing, construction documents, and/or other such items presented to the Owner for the purpose of approval or other action.

<u>Substantial Completion</u> – In order to meet the Substantial Completion, the Project under the Agreement must be sufficiently complete in accordance with the Contract Documents. The Owner must be able to occupy or utilize the Project or designated portions thereof for the use for which it is intended as expressed in the Contract Documents. The Project may be at Substantial Completion before finishing minor alterations and patching as the Final Inspection shall disclose.

#### ARTICLE 2

#### **CERTIFICATION OF BUILDING CODE INSPECTION PERSONNEL**

- 2.1 The BCA's personnel must possess a current valid certificate issued by the State of Florida, Department of Business and Professional Regulation (DBPR), to inspect in the discipline(s) in which they are to provide building code inspections. If at any time their licenses become invalid or suspended by the DBPR, the Department is to be notified immediately in writing and the BCA shall not be allowed to perform any further building code inspections with such person.
- 2.2 The BCA agrees that it, its officers, agents, and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. All persons furnished, used, retained, or hired by or on behalf of the BCA shall be solely the employees or agents of the BCA and shall not be considered employees of the State for any purpose. The BCA shall be responsible for payment of any and all worker's compensation insurance and unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

#### ARTICLE 3

#### APPLICABLE CODES

3.1 The applicable codes governing building code inspections in each area of the state are shown in Applicable Codes (Exhibit A).

#### **ARTICLE 4**

## ACTIVATION OF BUILDING CODE PLANS EXAMINATION AND INSPECTION SERVICES

#### Contract No.: ZB-201

- 4.1 The BCA shall provide a letter of proposal of services and related costs prior to the performance of any BCA services for each project requiring building code services. The Department will issue the BCA a written letter of activation for the base contract for each permit issued in the discipline(s) covered by this Agreement, establishing a dollar limit for the building code plans examination and inspections to be provided under the permit. Fees for BCA's services will be invoiced against an established not-to-exceed blanket dollar limit set by the Department.
- 4.2 Should it become evident during the course of inspections under a permit that the dollar limit authorized is insufficient; the BCA shall notify the Department in writing prior to reaching the limit so that the Department may issue another written letter of activation increasing the limit as necessary.

#### ARTICLE 5

#### PLANS EXAMINATION ASSIGNMENTS

- 5.1 Contractors or Architects will request, through the Department, plans examination by submitting a State Building Code Permit Application (**Exhibit B**), drawings, and specifications.
- 5.2 The BCA will schedule the work load of each BCA Plans Examiner or examiners involving all required disciplines building, mechanical, electrical, and plumbing. All construction documents examinations shall adhere to all required codes involving a thorough complete and professional review, and a checklist methodology. The construction documents must be retained for records.
- 5.3 The BCA will fax or e-mail (with hard-copy back-up via US Mail) all deficiencies, mandatory or required corrections to both this Department and the design professionals. The BCA will determine required response from design professional in order to correct all discrepancies. All mandatories for corrections must indicate the applicable code book (building, mechanical, plumbing, or electrical) and the code book paragraph reference for each code failure cited.
- 5.4 The BCA shall be available and shall be the ultimate authority for these resolutions should any disputes regarding a design citation arise.

#### **ARTICLE 6**

#### STATE BUILDING PERMIT

6.1 After the construction documents are found to be in compliance with all required applicable codes, the BCA will issue a State Building Permit (**Exhibit C**). Along with the building permit, the BCA will send the contractor a copy of the Supplemental Instructions (**Exhibit D**). This document further instructs the contractor of how the BCA will interface with him in relation to the enforcement of the applicable building codes.

#### ARTICLE 7

#### **INSPECTION ASSIGNMENTS**

- 7.1 Contractors will request through the BCA for building code inspections as described in the Supplemental Instructions. The contractor's request must be received by the BCA prior to 3:00 PM if they wish to have the inspections performed the next workday.
- 7.2 The BCA will schedule the workload of each BCA Inspector for the next workday and notify each BCA Inspector between 2:00 PM and 4:00 PM of his or her assignments.
- 7.3 The BCA will fax each assignment to the BCA Inspector on the form entitled Code Inspection Request Form (Exhibit E).

#### ARTICLE 8

#### **BUILDING CODE INSPECTION SERVICES**

- 8.1 Upon receiving an assignment, the BCA Inspector shall visit the site and conduct the inspections requested in the assignment. The BCA shall utilize the Code Inspection Report Form (**Exhibit F**), furnished by the Department, and shall make accurate and comprehensive notations. Work not in accordance with the applicable code requirements shall be immediately brought to the attention of the contractor and the Department.
- 8.2 If the BCA Inspector determines while making an inspection that certain work requiring an inspection has been concealed, the BCA Inspector shall immediately telephone the BCA and inform it of the condition. The BCA shall then notify the Department. If determined necessary by the BCA and the Department, the BCA may order the contractor to remove the obstruction concealing the work so that the inspector may inspect it, even if this entails removing something previously constructed.
- 8.3 Upon the completion of an inspection, the inspector shall initial and date the appropriate place on the "State Building Permit" form posted at the site.
- 8.4 Upon the completion of an inspection, the inspector shall prepare an inspection report in accordance with the guidelines of the Department, and submit the yellow copy of the report to the contractor before leaving the site. The report must indicate the applicable code book (building, mechanical, plumbing, or electrical) and the code book paragraph reference for each code failure reported.
- 8.5 If disagreement exists between the contractor and the inspector concerning the determinations of the inspection, the BCA and the Department will make the final ruling in the matter.
- 8.6 The inspector shall fax a copy of each inspection report to the BCA and the BCA shall fax each copy of inspection to the Department, upon conclusion of each month.

#### **ARTICLE 9**

#### EQUIPMENT AND/OR SUPPLIES REQUIRED OF BCA

- 9.1 The BCA must have as a minimum the following equipment or supplies:
  - 1. A fax machine or access to a fax machine.
  - 2. A cellular telephone.
  - 3. An automobile or truck for transportation to each inspection site.
  - 4. A copy of the code books for the discipline(s) in which the BCA will perform inspections.
  - 5. A clip board and pencils or pens for writing the inspection reports.
  - 6. A copy machine or access to a copy machine.
  - 7. A digital camera for use to record essential conditions.
  - 8. Electronic mail capabilities.
  - 9. Networked computers, printers and office software capable of producing Microsoft Office Suite and compatible documents.

#### ARTICLE 10

#### COST OF WORK

- 10.1 The Administrative Services Fee will be determined at the proposal phase of the work. This fee will be based on hourly wage rates of staff multiplied by the actual hours worked.
- 10.2 The Plans Examination Fee shall be determined by using the following fee schedule:

Total Building Valuation	Fee
\$0 - \$100,000	\$500.00
\$100,001 - \$500,000	\$500.00 plus \$1.25 per \$1,000 for each \$1,000
	in excess of \$100,000
\$500,001 - \$5,000,000	\$1,000.00 plus \$0.80 per \$1,000 for each \$1,000
	in excess of \$500,000
\$5,000,001 – and more	.\$4,600.00 plus \$0.55 per \$1,000 for each \$1,000
	in excess of \$5,000,000
Reuse Review Fee	\$75.00 per reuse

- 10.3 Fee proposals submitted for consideration by the Department shall be in proportion to the amount of work actually performed by the BCA for that permit. Each will be based on specific items required for review and inspection of the permit and not calculated based on construction cost of the project (except for above schedule 10.2). The intent is to arrive at a fair and reasonable price for work performed by the BCA for each job. Each proposal submitted shall include a detailed breakdown including the number of inspections required, length of time needed on-site for each inspection and the hourly rate of staff involved. Plan review calculations will also be included (if required and based on schedule 10.2), estimated reimbursable expenses necessary (if approved per section 10.4) and any proposed travel required (although these amounts should be kept to a minimum per M.E.P. Structural's original agreement with the Department). Each proposal will be a good-faith estimate of the work required to properly review and inspect each project. Finally all aspects of fee proposals submitted by BCA are negotiable and final acceptance is at the sole discretion of the Department.
- 10.4 Invoices submitted shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Each invoice shall be a detailed justification for the fee proposal submitted for that period and in accordance with Article 11. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses. Travel expenses, when authorized, may be reimbursed in an amount not to exceed the maximum amount established in Section 112.061. All reimbursable expenses shall require previous written authorization from the Department.

#### ARTICLE 11

#### INVOICE/PAY REQUESTS FOR PLANS EXAMINATIONS AND INSPECTIONS

- 11.1 A detailed invoice covering the services performed by the BCA during the month under that permit shall be submitted at the end of each month for each project. An invoice may be submitted at the conclusion of the final inspection if the size of the project warrants one inspection.
- 11.2 Each detailed invoice shall include time sheets for each person involved in performing plans examination and inspections for that permit during that month, receipts for any out-of-pocket expenses made in connection with that permit for that month, calculations to show how the total amount being invoiced was arrived, a copy of the written letter of activation covering that permit, and copies of each Inspection Request Form, Inspection Report, and digital pictures if necessary for that permit for that month. The BCA must submit <u>three</u> copies of each invoice with a complete set of backup data attached to each copy.

Where plans examination occurs one invoice shall be submitted upon completion of plans examination and shall be billed according to Plans Examination Fee schedule in paragraph 10.2.

- 11.3 When inspections under different permits are made on the same day, proportion the total mileage driven that day equally between the permits where services were provided. Each shall reflect the Departments Project Name and Number.
- 11.4 No additional or separate travel expenses are authorized or to be invoiced under the terms of this Agreement.
- 11.5 The BCA shall submit to the Department a final invoice for payment of services authorized by this Agreement no later than thirty (30) days after final completion of the project.

#### ARTICLE 12

#### **ACCOUNTING RECORDS**

12.1 The BCA shall maintain a system of accounting consistent with generally accepted accounting principles. The BCA shall preserve all accounting records of the BCA's direct personnel, consultants, and reimbursable expenses costs pertaining to each Project and shall make such records available for review by the Owner or its representative at any time during the performance of the Project and for a period of four (4) years after final acceptance of the Project. In the event any work is sub-contracted through the BCA, the BCA shall similarly require each sub-contractor or sub-consultant to maintain and allow access to such records for audit purposes.

#### ARTICLE 13

#### DEPARTMENT RESPONSIBILITIES (PERMITS AND STANDARDS CONTROL)

- 13.1 The Department shall designate a representative to act in its behalf. This representative or its designee will monitor the progress of the Project, serve as liaison, examine documents submitted by the BCA, and render decisions pertaining thereto regarding BCA services promptly to avoid unreasonable delays in the progress of the BCA's work.
- 13.2 The Department shall provide full information as to its requirements under each permit.
- 13.3 If the Department observes or otherwise becomes aware of any defects in the BCA's work, it shall give prompt written notice thereof to the BCA.

#### **ARTICLE 14**

#### PERIOD OF SERVICE

- 14.1 This Agreement is for a period of three years, beginning on the date of the last affixed signature herein, and may be renewed for an additional three-year period at the option of the Owner. Such renewals shall be contingent upon satisfactory performance evaluations by the Owner and are subject to the availability of funds. If projects are in process prior to the expiration of this Agreement, then the Agreement will remain in full effect until such projects are completed.
- 14.2 The Project shall not begin before the date established in the Activation. In accordance with F.S. 287.058 (2) the BCA shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement or prior to the receipt of an executed Activation.
- 14.3 The number of days for performance of the Project shall be established in the Activation issued for each Project.

14.4 In the event the Department desires to accelerate the schedule for any portion of the Project, the Department shall notify the BCA in writing. Within seven (7) days, the BCA shall give the Department a revised cost for services for the acceleration which shall become a Change Order upon acceptance.

#### ARTICLE 15

#### **TERMINATION OF AGREEMENT**

- 15.1 <u>Termination for Cause or Mutual Agreement</u> This Agreement may be terminated by either party upon seven (7) day's notice by mutual agreement, or should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this Agreement may be unilaterally terminated by the Department for refusal by the BCA to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the BCA in conjunction with this Agreement. In the event of termination under this article, due to the fault of others than the BCA, the BCA shall be paid for services performed to termination date.
- 15.2 <u>Termination for Convenience</u> The performance of Work under this Agreement may be terminated by the Department in accordance with this article in whole or in part, whenever the Department shall determine that such termination is in the best interest of the Department. In the event of termination under this article, the BCA shall be paid for services performed to termination date.

#### ARTICLE 16

#### SUCCESSORS, ASSIGNMENT, GOVERNING LAW

- 16.1 The Department and the BCA each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Department nor the BCA shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other.
- 16.2 This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
- 16.3 No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
- 16.4 This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

#### ARTICLE 17

#### CLAIMS AND DISPUTES

17.1 The provisions of Chapter 60-4, Florida Administrative Code are referred to and adopted by reference as though set forth herein.

#### Contract No.: ZB-201

17.2 Under the terms of this Agreement the BCA shall not have any right to compensation other than, or in addition to, that provided by this Agreement to satisfy any claim of any kind whatsoever unless the claim therefore is delivered to the Department within ninety (90) days from the date of which the act or event constituting the basis of such claim occurs. Failure to present any claim arising under this contract within the ninety (90) day time period specified above shall constitute waiver and abandonment of claimant's right to seek administrative consideration of said claim.

All such claims shall be set forth in a petition addressed to the Department stating:

- 1. The BCA'S name and business address;
- 2. A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;
- 3. A concise statement of the provisions of the contract, together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the questions presented by the claim;
- 4. A demand for that specific relief which the BCA deems itself entitled.
- 17.3 Within thirty (30) days from the receipt of any petition setting forth the claim, the Department shall provide the BCA its written response stating the Department's position with respect to each claim asserted. Therefore, upon not less than fifteen (15) days notice to the claimant the Department shall convene a proceeding pursuant to the rules of procedure of the Department and shall thereafter enter a final order upon the petition.
- 17.4 Regardless of the status of the BCA claim, services under the terms of this Agreement, shall continue, unless otherwise approved in writing by the Department.

#### **ARTICLE 18**

#### BCA'S PAYMENT RIGHTS

18.1 The BCA providing goods and services to the Department should be aware of the following timeframes. Upon receipt, the Department has forty (40) calendar days to inspect, approve, and render payment for the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services (DFS). The twenty (20) days are measured from the latter of the date the Pay Request is received or the goods or services are received, inspected, and approved.

If payment is not available to the Department for transmittal to the BCA within forty (40) days, a separate interest payment set by the DFS pursuant to Section 55.03, Florida Statutes, will be due and payable, in addition to the Pay Request amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 921-2186 or Purchasing Office at (850) 921-6586. The forty (40) days are also measured from the latter of the date the invoice is received or the goods or services are received, inspected, approved, and payment rendered. Pay Requests which have to be returned to a BCA because of BCA preparation errors will result in a delay in the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Department.

A Vendor Ombudsman has been established within the DFS. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the DFS Hotline, 1-800-848-3792.

#### **ARTICLE 19**

#### MISCELLANEOUS

19.1 Any moneys not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422, Florida Statutes.

19.2 BCA is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by BCA and its Subcontractors for work on the project shall work in harmony with and be compatible with other labor being used by building and construction contractors now or hereafter on the site of the project.

BCA further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the BCA's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

- 19.3 <u>BCA's Project Records</u> The BCA's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Department or its authorized representative at mutually convenient times.
- 19.4 <u>Minority Participation</u> The BCA shall attempt to award subcontracts to firms having certification, or in the process of acquiring, as a minority business firm. The following office may assist with the certification process, and also provides a list of minority business firms:

Office of Supplier Diversity Florida Department of Management Services 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399-0950 Phone: (850) 487-0915 Web Page: <u>http://www.dms.myflorida.com/other\_programs/office\_of\_supplier\_diversity\_osd</u>

The BCA shall submit the attached (**Exhibit G**), Facility Services, Minority Business Data Summary Form, with each Pay Request, along with invoices and backup for each Minority Business.

- 19.5 <u>State of Florida Public Entity Crime Statement</u> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a BCA, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 19.5.1 Criminal Background Checks

Unless exempted by the Owner in writing background checks shall be obtained in accordance with Florida Department of Juvenile Justice Policy number FDJJ-1800 for all employees and agents of the BCA and his subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the BCA. The cost of performing Criminal Background Checks will be included in the BCA's expenses as defined in this contract. Information and forms can be obtained by contacting the Florida Department of Juvenile Justice Background Screening Unit at (850) 921-6345.

- 19.6 <u>Electronic Payment</u> The DFS office has made Electronic Payment available to vendors. This process should reduce the waiting time for payment by a minimum of five (5) days. If the BCA would like to take advantage of this service, the BCA shall request in writing the "Electronic Payments" guidelines from the Department.
- 19.7 Unauthorized Aliens The Owner shall consider the employment by any BCA of unauthorized aliens a violation of Section 247A(e) of the Immigration and Naturalization Act. If the BCA or subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The BCA shall be responsible for including this provision in all subcontracts with private organizations as a result of this Agreement.
- 19.8 <u>Electronic Mail Capabilities</u> The BCA must have electronic mail capabilities through the World Wide Web. It is the intention of the Department to use electronic communication for all projects whenever possible. The Department of Juvenile Justice's web page is: <u>http://www.djj.state.fl.us/</u>

The BCA shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.

- 19.9 The BCA warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the BCA to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the BCA any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Basic Services compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 19.10 The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- 19.11 In accordance with Section 216.347, Florida Statutes, the BCA is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

#### ARTICLE 20

#### **INSURANCE REQUIREMENTS**

- 20.1 To the extent required by law, the BCA will be self-insured against, or will secure and maintain during the life of this Agreement Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the BCA shall require sub consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the BCA. Such self-insurance program for insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the BCA shall provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- 20.2 The BCA shall secure and maintain commercial general liability coverage with limits of not less than \$250,000 per occurrence and \$500,000 annual aggregate for bodily injury, and not less than \$250,000 per occurrence and \$500,000 annual aggregate for property damage; and commercial automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The BCA's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Owner's Facilities Contract Manager.
- 20.3 The Department shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facility Services, The Department of Juvenile Justice (attention Facilities Contract Manager). This Certificate shall be dated and reflect the following:

- 1) The name of the insured BCA representatives for the specific job by name and job number, the name of the insurer, the policy number, its effective date, and its termination date.
- 2) Statement that the Insurer will mail notice to the Owner at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.
- 3) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required in this Article.
- 20.4 The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the BCA and/or sub consultant providing such insurance.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date signed.

## **BUILDING CODE ADMINISTRATOR**

## **ATTEST:**

## **APPROVED:**

ByCorporate Secretary's Signature	By	Corporate President's Signature
Corporate Secretary's Signature		Corporate President's Signature
Type/Print Signatory's Name and Title		Type/Print Signatory's Name and Title
Type/Print Company Name		Type/Print Company Address
Type/Print FEID No.		Type/Print City, State and Zip Code
Remittance Address:		
Type/Print Company Address		Type/Print City, State and Zip Code
As Witnessed:		
Зу		
Type/Print Signatory's Name and Title		
Type/Print Signatory's Name and Title		(Corporate Seal)
DEPARTMENT OF JUVENILE J	USTICE	
APPROVED:	USIICE	
By	Da	ıte

Christy Daly Chief of Staff

## EXHIBIT A

## **APPLICABLE CODES**

FLORIDA BUILDING CODE	2007 EDITION
FLORIDA PLUMBING CODE	2007 EDITION
FLORIDA MECHANICAL CODE	2007 EDITION
FLORIDA FUEL GAS CODE	2007 EDITION
NATIONAL ELECTRICAL CODE	2007 EDITION
TEST PROTOCOLS FOR HIGH VELOCITY HURRICANE ZONE	2007 EDITION

NOTE: Codes listed above shall be the minimum applicable codes. BCA is responsible for ensuring that services rendered shall be conducted within all of the most recent and applicable codes.

## EXHIBIT B

## STATE BUILDING PERMIT APPLICATION

SUBMIT TO: (Name) (Address) (City, State, Zip Code Phone: (xxx) xxx-xxxx Fax: (xxx) xxx-xxxx	<ol> <li>These documents have NOT been previously approved.</li> <li>These documents have been previously approved.</li> <li>Approval letter attached.</li> <li>These documents are a re-use of documents previously approved for:</li> </ol>
DJJ PROJECT NAME & DJJ PROJECT NUMBER:_	
PROJECT ADDRESS:	
CITY:	COUNTY:
PROJECT NUMBER:	COMPLETION DATE:
CONSTRUCTION MANAGER NAME:	
ADDRESS:	
TELEPHONE:F	ACSIMILE:
OCCUPANCY TYPE:	CONSTRUCTION TYPE (I-VI):
TOTAL FLOOR AREA: NEW	EXISTINGNONE (x):
TOTAL CONSTRUCTION COST OF PROJECT: \$	

COPY: DEPARTMENT OF JUVENILE JUSTICE, FACILITY SERVICES 2737 CENTERVIEW DRIVE TALLAHASSEE, FLORIDA 32399-3100

## **EXHIBIT C**

Florida Department of Juvenile Justice General Services-Facility Services 2737 Centerview Drive Tallahassee, Florida 32399-3100 Ph# (850) 921-6186 Fax# (850) 921-6940

Permit/DJJ Project #

**BUILDING OFFICIAL'S SIGNATURE & DATE** 

## STATE BUILDING PERMIT

DEPARTMENT OF JUVENILE JUSTICE

Project Title:		
Address:		
Permit Holder - Name:		
Address:		
Telephone:	Fax:	
Occupancy Classification:		New Construction
Construction Type:		Renovation

THE PERMIT HOLDER SHALL REQUEST INSPECTIONS FROM THE STATE FIRE MARSHAL'S OFFICE BY SUBMITTING THE APPROPRIATE REQUEST FORM ACCORDING TO THEIR REQUIREMENTS. THE REMAINING CODE INSPECTIONS SHALL BE REQUESTED FROM THE BCA BY TELEPHONE OR FACSIMILE USING THE NUMBERS INDICATED IN THE UPPER LEFT CORNER OF THIS PERMIT CARD

## **BEFORE 3:00 PM ON THE WORK DAY PRIOR TO THE INSPECTION.**

INSPECTOR INITIAL & DATE EACH INSPECTION					
BUILDING					
ELECTRICAL					
PLUMBING					
MECHANICAL					
STATE FIRE MARSHAL'S OFFICE					

**NSPECTIONS** 

#### EXHIBIT D

## SUPPLEMENTAL INSTRUCTIONS

#### PERMIT:

The enclosed 8  $\frac{1}{2}$ " x 11" card is the State Building Permit for the construction project indicated on the card. This permit shall become invalid unless the work authorized by the permit is commenced within six months after its issuance, or if the work authorized by the permit is suspended or abandoned for a period of six months after the time the work commenced.

Posting:	Work shall not commence until the permit holder (contractor) or his card in a conspicuous place on the premises. The permit shall be pro- and located in such a position as to allow the inspectors to convenie entries thereon. The permit card shall be maintained in such position until the Certificate of Occupancy or Certificate of Completion is Code Administrator (BCA).	betected from the weather ently make the required on by the permit holder
Documents:	The permitted set of construction documents has been stamped "Reviewed for Code Compliance" and transmitted with the permit. The permitted construction documents shall be available for review by the inspectors. Deviations from the permitted documents shall be approved in writing by the Architect/Engineer of Record and this office. Equipment installation instructions shall be kept on site for review by the inspectors.	
Applicable Codes:		
	Florida Building Code	2007 Edition
	Florida Plumbing Code	2007 Edition
	Florida Mechanical Code	2007 Edition
	Florida Fuel Gas Code	2007 Edition
	National Electrical Code	2007 Edition
	Test Protocols for High Velocity Hurricane Zone	2007 Edition
Licensing:	It is the responsibility of the permit holder to ensure that all contracted comply with the applicable licensing requirements. In general, a licensed for their respective work by the State of Florida throu Business and Professional Regulation.	all contractors must be
Access:	By application for this permit; the contractor grants right of entry to or premises to inspect the same or perform any duty imposed respective by the building codes.	
Stop Work Order:	Upon notice from the BCA, work on any building, structure, el plumbing system that is being done contrary to the provisions of the or unsafe manner, shall immediately cease. Such notice shall be given to the owner of the property, or to his agent, and to the pers shall state the conditions under which work may be resumed. Whe the BCA shall not be required to give a written notice prior to stoppin BCA shall contact the Owner as soon as possible.	codes or in a dangerous in writing and shall be on doing the work, and ere an emergency exists,

Revocation:

The BCA may revoke a permit or approval, issued under the provisions of the codes in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

The BCA may revoke a permit upon determination by the BCA that the construction, erection, alteration, repair, moving, demolition, installation or replacement of the building, structure, electrical gas, mechanical, or plumbing system for which the permit was issued is in violation of, or not in conformity with, the provisions of the codes.

#### **INSPECTION REQUESTS:**

All projects will require detailed code compliance inspections during the construction phase by the BCA. These disciplines normally include, but are not necessarily limited to, mechanical, electrical, plumbing, and general building. The contractor shall make all permits, drawings, specifications, and change documents affecting codes available to State Code Inspectors. Inspection personnel will be provided by the BCA. The State Fire Marshal's Office is responsible for enforcing the National Fire Protection Association Standards and must be contacted directly by the permit holder. A request form is attached.

The contractor shall call the telephone number on the permit card to request an inspection prior to 3 p.m. on the weekday before it is needed. The requestor shall be ready to provide the information required to complete the Code Inspection Request Form". The contractor may complete the Code Inspection Request Form and fax it to the BCA instead of calling. The contractor may indicate the time of day, in general, that the inspection is desired by requesting early morning, late morning, early afternoon, or late afternoon. The BCA will try to accommodate these time-of-day requests, but it may not always be possible. Inspections will not be made on official state holidays.

In the event a BCA cannot inspect the work when requested, pictures can substitute for a visual inspection with the verbal approval of the BCA. Work not inspected and approved prior to concealment shall be uncovered for inspection when directed by the BCA. All time and costs for uncovering and reconstruction such work shall be borne by the contractor. Costs for all reinspections of work found defective and subsequently repaired shall be borne by the contractor.

It is the contractor's responsibility to manage the sequence of work and request the inspections in a timely manner. The contractor shall not request an inspection unless all of the related work will be complete for the entire building, floor, building wing, system, or recognizable portion; so the contractor and inspectors can readily track the progress of the work. Work shall not proceed to the next step on any part of a building, structure, electrical system, gas system, mechanical system, or plumbing system until the previous step has been inspected and approved by the BCA or his representative. The following information is included as a guide to the contractor to assist him in determining the type and frequency of inspections. The listed inspections represent those required for small or simple projects. Large or complex projects may require additional inspections depending on the sequence of work. As a general rule, all work shall be inspected prior to concealment.

#### Building:

- 1. **Foundation Inspection**: To be made after trenches are excavated and forms erected, reinforcement placed, compaction tested, soil treated, vapor barrier placed and essentially ready for concrete placement.
- 2. **Reinforcing Inspection**: To be made after any reinforcing steel is properly placed and before placing any concrete or grout.
- 3. **Frame Inspection**: To be made after the roof (except shingles,) all framing, fire blocking, and bracing is in place; all concealed wiring, pipes, chimneys, ducts and vents are complete.
- 4. **Final Inspection**: To be made after the building is completed and ready for occupancy.

NOTE: See FBC – Building Code for required test.

Electrical:

- 1. **Underground Inspection**: To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
- 2. **Rough-In-Inspection**: To be made after the roof, framing, fire blocking and bracing is in place prior to the installation of wall or ceiling membranes.
- 3. **Final Inspection**: To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

NOTE: See National Electrical Code for required test.

#### Plumbing:

- 1. **Underground Inspection**: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- 2. **Rough-In-Inspection**: To be made after the roof, framing, fire blocking and bracing is in place; and all supply, soil, waste and vent piping is complete; and prior to the installation of wall or ceiling membranes. To be made prior to laying concrete block that will conceal the piping.
- 3. **Final Inspection**: To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy. Supply water sterilization test results shall be provided at, or before, the final inspection.

NOTE: See FBC – Plumbing Code for required test.

#### Mechanical:

- 1. **Underground Inspection**: To be made after trenches or ditches are excavated, underground duct and piping installed, and before any backfill is put in place.
- 2. **Rough-In Inspection**: To be made after the roof, framing, fire blocking and bracing are in place; and all ducting, piping, and other concealed components are complete; and prior to the installation of wall or ceiling membranes.
- 3. **Final Inspection**: To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy. The test and balance of the systems shall be complete at, or before, final inspection.

NOTE: See FBC – Mechanical Code for required test

Gas:

- 1. **Rough Piping Inspection:** To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
- 2. **Final Piping Inspection**: To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
- 3. **Final Inspection**: To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to insure compliance with all the requirements of

#### Contract No.: ZB-201

this Code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

NOTE: See the Florida Fuel Gas Code for required tests.

The contractor and his subcontractors are responsible for ensuring the work is completed in accordance with the applicable code. The contractor is required to make all portions of his work available for inspection and provide means (e.g. ladder) for it to be inspected. The contractor should make himself available during the inspection. If not, he loses the opportunity of an on-site discussion with the BCA inspector.

#### **INSPECTION REPORTS:**

The BCA inspector will provide the contractor with a written report indicating the results of the inspection. The contractor shall provide a copy of each inspection report to the Architect/Engineer of Record in a timely fashion. Deviations from the permitted documents shall be approved by the Architect/Engineer of Record and this office. The contractor shall anticipate the need for this written approval and provide it to the inspector at, or before, the time of inspection.

If the contractor wants to discuss the results in an intelligent and courteous manner, the inspector will typically oblige him if the inspector has the time. The contractor is required to know the applicable codes, so a lengthy explanation of a violation should not be necessary. The BCA inspector's function is to inspect the work and document the results of the inspection. The BCA inspector is not responsible for directing the contractor "how to correct a violation." The BCA inspector is not authorized to grant a variance from the applicable codes. The contractor s shall not be argumentative, disrespectful, or threatening toward any representative of the BCA.

If, after reviewing his work and the applicable codes, the contractor believes a cited violation does not exist, the contractor should contact the BCA in writing (fax accepted). The contractor shall state in writing the inspection date, project title, permit number, applicable drawing number(s), applicable specification section number(s), applicable code section number(s), and an explanation of why the contractor believes the cited code violation does not exist. The BCA and his representatives will then evaluate the situation and render a decision.

Usually, the report results will indicate one or more of the following:

OK-passed:	This indicates that all items related to a particular inspection have been inspected and are in accordance with the applicable codes.
<u>620-</u>	
<u>Conditional:</u>	This indicates that the vast majority (95%) of all items related to a particular inspection have been installed, inspected, and passed on the condition a few items be corrected. The inspector is in no way obligated to grant a "Conditional." A "Conditional" will only be granted if the inspector believes the contractor is able and willing to complete the work in accordance with the applicable codes, because a reinspection shall not be required. The BCA inspector's belief will be based on the extent and quality of work completed for the present and previous inspections. A "Conditional" shall not be issued for uncompleted items which relate to the protection of people's health and safety. A "Conditional" will only be issued if a small quantity of minor items must be completed or corrected.
<u>650-</u>	
Violation Cleared:	This is used when a reinspection of a previous violation reveals that the item has been completed in accordance with the applicable codes.

Contract No.: ZB-201	
710- Reinspection	
<u>Required:</u>	This confirms that a reinspection is required for a particular item. A "Failure" or "Not Ready" automatically implies that reinspection is required.
<u>725-</u> <u>Not Ready</u> :	This will be used to indicate that a significant amount of items related to a particular inspection have not been installed at all, or have been installed incorrectly. If only part of the work is installed and the BCA inspector does not designate "Conditional" as described above, the inspector should designate the result as "Not Ready". If the BCA inspector finds three different code violations related to a particular inspection discipline, he shall terminate the inspection, write "Inspection Terminated" below the third violation on the report and designate the result as "Not Ready."
<u>726</u>	
<u>Reinspection</u> <u>Fee:</u>	This will be designated for all instances that a "Not Ready" designation is made. This will also be designated when a reinspection has been made and previously cited violations have not been corrected or additional violations have been created as a result of the corrective action. This will also be designated should the contractor fail to provide the proper access, means, or courtesy to the inspector for performing the inspections. Whenever this code is designated, the contractor shall pay a reinspection fee of Two Hundred and Fifty Dollars (\$250.00) to the BCA to cover the BCA'S administrative costs for the reinspection. If payment is made in the form of a check, the check shall be made out to the "Department of Juvenile Justice".
	In addition to the reinspection fee charged by the BCA, the contractor may be charged a reinspection fee by the agency which is under contract with him for the project since this agency is the one that actually pays the costs of the inspections themselves (inspector's time, travel costs, etc). The contractor should check the specifications for the project to determine his responsibilities for payment of these reinspection costs.
<u>730-Failed:</u>	This will designate that violations have been found and a description should be included in the space provided on the report. A "Failed" designation will also apply when a contractor does not provide the proper access, means, or courtesy to the inspector for performing the inspection. <b>FINAL CERTIFICATE</b> : The issuance of a Certificate of Occupancy completes the permitting and inspection process. The contractor shall request a Certificate of Occupancy after completion of a new building, building addition, or a renovation even if occupancy is not in question. The contractor must request the certificate in writing from the BCA.Before the certificate can be issued, the following items must be submitted in writing, as applicable:
	1. Letter from the contractor that all code violations have been corrected along with copies of Final Inspection Reports.
	2. Copy of elevator inspection report, if applicable, indicating acceptance.
	3. Letter from threshold building inspector that structure meets design documents.
	4. Certification that the structure meets or exceeds the flood plain criteria defined in the FEMA Document 44CFR-Part 60.
	5. Copy of final written approval from State Fire Marshal.
	6. Copy of Certifications from the Architect/Engineer to the Department of Environmental Protection, Water Management District, etc.

7. All outstanding fees owed the Permitting Section in the form of a Cashier's Check or Certified Bank Check.

<u>NOTICE</u>: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county.

<u>NOTICE</u>: If this project involves the disturbance or removal of asbestos, it is the permit holder's responsibility to ensure compliance with F.S. 455.302 and notification to the Department of Environmental Protection.

## EXHIBIT E

# CODE INSPECTION REQUEST FORM DEPARTMENT OF JUVENILE JUSTICE

DATE READY:	TIM	1E READY:A.MP.1	M. PERMIT NUMBER			
PROJECT NAME & DJJ	PROJECT NUMBER:					
COUNTY:	LO	CATION:				
REQUESTOR:		PHONE	E #:			
RECEIVED BY:		DATE:_	TIME:			
INSPECTION REQUEST	TED (CIRCLE TYPE(S) )					
100 BUILDING	200 ELECTRICIAL	300 PLUMBING	400 MECHANICAL			
100 BOILDING200 ELECTRICIAL103 Rebar205 Underground104 Steel207 Ductbank105 Footing210 Temporary106 Floor Slab230 Slab Rough-In107 Ceiling Slab235 Wall Rough-n110 Foundation240 Ceiling Rough115 Columns242 Lighting117 Masonry245 Above-Ground120 Roofing250 Grounding122 insulation255 Service125 Wall/Ceiling260 Panel/Feed130 Framing265 Equipment135 Roof Sheathing270 Appliances140 Sheetrock275 Lighting Sys145 Lintel291 Reinspection151 Beam191 Reinspection199 Final Building		<ul> <li>305 Force Main</li> <li>308 Water Main Test</li> <li>309 Water Test</li> <li>315 Underground</li> <li>322 Rough-In</li> <li>325 Stack Test</li> <li>330 Gas</li> <li>340 Bldg. Sewer</li> <li>345 Site Sewer</li> <li>350 Storm Drain</li> <li>355 Storm Leader</li> <li>360 Equipment</li> <li>365 Fixtures</li> <li>370 Insulation</li> <li>391 Reinspection</li> <li>399 Final Plbg.</li> </ul>	405 Dampers F/S410 Rough-In-Duct412 Duct Insulation415 Steam Pipe416 Piping417 Gas418 Refrigeration Pipe419 Chilled Water Pipe420 Hot Water Pipe421 Condenser Pipe422 Condensate Pipe423 Insulation425 Wall/Ceiling430 Equipment435 Kitchen Hood Sys.440 Ventilation Sust.491 Reinspection499 Final Mech.			
PRIVATE INSPECTI	ON FIRM ASSIGNED:_					
INSPECTOR(S) ASS	GNED:					
NOTES/COMMENTS	3:					
BCA FAX NUMBER	: (XXX) XXX-XXXX	BCA PHONE	NUMBER: (XXX) XXX-XXXX			
BCA CELL NUMBER: (XXX) XXX-XXXX		BCA EMAIL .	BCA EMAIL ADDRESS:			

## EXHIBIT F

## **CODE INSPECTION REPORT FORM**

FLORIDA DEPARTMENT OF JUVENILE JUSTICE

DATE READY:		TIME:			
DJJ PROJECT NAME	& DJJ PROJECT NUMBER	::			
REQUESTOR:		PHONE NO:			
RECEIVED BY:		DATE:	TIME:		
100 BUILDING103 Rebar105 Footing106 Floor Slab117 Masonry125 Wall/Ceilin130 Framing191 Gen.Reinsp.199 FINALGEN.B.	200 ELECTRICAL 205 Underground 230 Slab Rgh– in 235 Wall Rgh-in 260 Panel/Feed 240 Ceil Rgh-in 250 Grounding 291 Elec. Reinsp 299 FINAL ELEC.	300 PLUMBING 309 Water Test 315 Underground 322 Rough-In 325 Stack Test 330 Gas Test 340 Bldg. Sewer 391 Plbg. Reinsp 399 FINAL PLBG.	400 MECHANICAL 410 Duct-Rgh-in 416 Piping 417 Gas 418 Refrig. Pipe 425 Wall/Ceilin 430 Equipment 491 Mech. Reinsp. 499 FINAL MECH.		
		FAX NUMBER:			
		PHONE NO:			
CONFIRM WITH:		TIME:			
*****	RESULT OF IN	ISPECTIONS:	************		
TRAVEL + INSPE HRS +		620 - Conditional 6	30 - Failed 50 - Violations(s) Cleared 26 - Reinspection Fee		
LIST ITEMS INSPE	CTED AND RESULTS F	FOR EACH ITEM. DESCRIBE	E ANY CODE VIOLATIONS.		
SIGNATURE:		DATE:	TIME:		



## STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

DJJ PROJECT #:	DJJ PROJECT MANAGER:
DJJ PROJECT NAME:	
PROJECT LOCATION (COUNTY):	REGION / DISTRICT:
VENDOR:	VENDOR INVOICE #:
ADDRESS:	VENDOR INVOICE AMOUNT:
	DJJ CONTRACT #:
	CONTRACT AMOUNT:

#### SELECT THE BUSINESS CLASSIFICATION AND MINORITY TYPE AND INSERT THE APPLICABLE CODE IN THE APPROPRIATE COLUMN:

Bu	sir	h	ess	С	lassification

- A Non Minority
- B Small Bus (State)\*
- C Small Bus (Federal)
- E Gov't Agency
- G P.R.I.D.E.
- Non Certified Minority H – African American N – African American O – Hispanic J – Asian/Hawaiian P – Asian/Hawaiian K – Native American Q - Native American M – American Woman R – American Woman

Certified MBE

I – Hispanic

Non Profit Organization

- S 51% or more Minority Board of Directors
- T 51% or more Minority Officers
- U 51% or more Minority Community Served
- V Other Non Profit

#### INSTRUCTIONS

VENDOR: Complete this form monthly and submit along with your invoice to ensure prompt payment. PROJECT MANAGER: Forward this form along with invoice to Construction Control Specialist.

[\*Defined as 100 employees or less and \$3 million or less net worth and domiciled in Florida; RE: SECTION 288.703, FLORIDA STATUTES]

LINE	*REGISTERED VENDOR NAME, MBE OR SUBCONTRACTOR	SPURS, SSAN, OR FEID VENDOR #	CODE	CONTRACT \$ AMOUNT	INVOICE/ \$ AMOUNT	AMOUNT PAID TO PRIME CONTRACTOR	AMOUNT PAID TO MBE SUBCONTRACTOR
1							
2							
3							
4							
5							

[\*NOTE: Line 1 above is reserved for prime contractor data; Lines 2 – 6 above are reserved for subcontractor data]

VENDOR CERTIFICATION: I certify that I have checked and verified MBE participation and that to the best of my knowledge and belief, the above information is a true statement of the value of the work performed by the above firms and that all work has been performed and material supplied in full accordance with the terms of said Contract; and the above values are represented in the Invoice. Vendor Signature\_ Date: