



ROOF REPLACEMENT FOR VARIOUS CITY BUILDINGS

INVITATION FOR BID # PSPW-25-01

Issuance of Solicitation: Tuesday, February 11, 2025
Questions Due Date: Monday, February 24, 2025
Bid Submission Deadline: Tuesday, March 11, 2025

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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Attachments:

A - Standard Release of Lien

B - Specimen Contract - Construction Agreement

C - Owens Corning - TruDefinition Duration, and TruDefinition Duration Designer Colors Collection NOA

D - Eagle Roofing Products - High Profile Concrete Tile NOA

E - CertainTeed - SmartFlash ONE Flashing System NOA

F - CertainTeed - Conventional Built-Up-Roof Systems Over Steel Decks NOA

G - ICP Adhesives and Sealants - Polyset® AH-160 NOA

H - Polyglass - Polystick Underlayments NOA

I - Mid-States Asphalt and Cant Strip - #30 Asphalt Saturated Organic Felt NOA

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M - Uplift Test

N - Sample Insurance Certificate



SECTION 1 - NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PSPW-25-01

Roof Replacement for Various City Buildings

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 S Palm Drive, Pembroke Pines, FL 33025.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Proposals will be accepted until 2:00 pm on Tuesday, March 11, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/141278>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:



- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Irene Munarriz or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
(954) 518-9061 or 954-518-9020
purchasing@ppines.com



SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

The work shall be completed within **thirty (30) calendar days per location** from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **May 2025**.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	February 11, 2025
Pre-Bid Meeting (Mandatory):	February 18, 2025, 9:00am
Question Due Date:	February 24, 2025, 11:30pm
Issuance of Final Answers to Questions:	February 27, 2025
Bid Submission Deadline:	March 11, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)
Recommendation of Contractor to City Commission for Award:	April 16, 2025
Issuance of Notice to Proceed (NTP):	April 28, 2025

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Tuesday, February 18, 2025 at 9:00 am**. The order of sites for the meeting will be as follows: 1) Central Campus Building A, 2) Flamingo Park North Concession Stand, 3) Pembroke Shores North & South Concession Stand. Location addresses can be found in Section 4.7 of the bid package.

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.

2.4 Follow-Up Pre-Bid Meeting(s)

Follow-Up Meetings: In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting **Irene Munarriz** at **(954) 518-9061**. We urge all contractors to attend the scheduled



meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.

2.5 Estimated Project Cost

\$325,000

2.6 Liquidated Damages

Liquidated damages for this project shall be **FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00)** per day.

2.7 Grant/Federal Funding

Not applicable for this project.

2.8 Proposal Security/Bid Bond

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

2.9 Payment and Performance Bonds

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

2.10 Permit, License, Impact or Inspection Fees

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project, **therefore proposers should not include permit costs in their total proposal price.**

Furthermore, please note the City's average time for a contractor to apply for and receive an approved permit is 30 days; delays in this timeline caused by the contractor's failure to actively monitor the permit process and submit all required documentation in a timely manner, will count against the project's contractual completion period.



SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to replace the roofs of various city buildings, in accordance with the terms, conditions, and specifications contained in this solicitation.

3.2 Background

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.



SECTION 4 - SCOPE OF WORK

4.1 General Information

- The City reserves the right to split awards.
- The minimum experience required as a licensed Roofing Contractor is five (5) years for these projects.
- Contractor shall provide all materials, labor, equipment, and any other necessary items required for complete installation.
- All documents, plans, submittals, and NOA's required to obtain a permit are to be provided by the contractor.
- Contractor shall provide all testing, manufacturer warranties, and certifications.
- The successful Bidder shall employ a competent English-speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Bidder and all communications given to and all decisions made by the superintendent shall be binding to the Bidder.
- Contractor will be required to schedule all work with the City's Project Manager.
- Contractor shall be responsible for the removal of all debris and the restoration of any existing areas damaged by the contractor upon project completion. The site shall be kept safe and free of debris at the end of each workday. Sidewalks shall be covered when driving trucks over them to prevent damage. If any sidewalks are damaged, the contractor shall be responsible for their replacement.
- All precautions need to be taken for life safety and protection of people, vehicles, and all other structures on the site.
- The work must be performed Monday through Friday or as approved by the City's Project Manager, **to include night work if necessary.**
- Damaged stucco surfaces that are visible prior to the roof tear off shall be included in the bid price, including the stucco needed for the new counter flashing. Hidden stucco and light weight concrete surfaces shall be repaired using the price per square foot provided by the contractor as part of the bid and as approved by the project manager prior to the execution of the repair.

4.2 Warranties

- The awarded contractor must provide a workmanship warranty of no less than ten (10) years for labor.
- The awarded contractor must provide a manufacturer's warranty of no less than twenty (20) years for materials.
- All warranties shall be a No Dollar Amount Limit.
- Copies of all warranties must be provided upon project completion.

4.3 Use of Premises

- Contractor shall limit their use on the premises for work and storage, and to allow for Owner's Occupancy.



- Contractor shall coordinate use of premises under direction of owner representative, assume full responsibility for protection and safe keeping of products under this contract stored on site, and move any stored products under Contractor's control which interfere with operations of the Owners or separate contractor.

4.4 Shingle Roof Details (Existing Metal Roofs at the Parks)

- Remove existing roof down to plywood deck.
- The contractor shall remove existing gutters and downspouts and install new ones around the entire building, including both the top and bottom roofs.
- Re-nail deck with 8 D ring shanks per Florida Building Code (FBC).
- Install #30 felt with tin cap & 1 ¼ ring shanked roofing nails per FBC.
- Install all new lead stacks on plumbing vents with proper sealant per FBC.
- Install all new goose neck with proper sealant per FBC.
- Install all new PT fascia board along with new PT 1x2 fern strip.
- Install all new 3x3 drip edge nail with 1 ¼ ring shanks per FBC.
- Install all new flashing with caulk stop.
- Contractor not to uncover more work than they can cover in a day.
- Contractor to clean up daily.
- Install Owens corning Trudefinition Duration laminated Architectural roof shingle nailed with 1 ¼ ring shanked nails per FBC.
- Shingle color to be selected by the City.

4.5 Flat Roof Details (Central Campus - Building A)

- Verification of all dimensions, square footages, and quantities are the responsibility of the Contractor.
- The bid shall include pricing for a built-up roofing system. Vendor shall use CertainTeed roof materials or proven equal and receive approval from the City representative for such.
- All products must be Miami/Dade approved and installed in accordance with the current FBC.
- Where applicable, roof insulation shall be replaced with equal or greater quality and RValue.
- At no time shall the Contractor uncover work which cannot be protected the same day.
- Contractor shall be responsible for removal and re-installation of all roof top equipment including but not limited to all skylights, satellite dishes, lightning protection, A/C equipment, and electrical/refrigerant penetrations where applicable.
- Remove all existing roof surfaces to supporting deck.
- Contractor responsible for cutting wall to remove old stucco stop at flashing.



- Repair any exposed damaged surfaces to include light weight concrete, steel deck and stucco surfaces prior to installation of new roofing system. Contractor to provide price per foot on damaged lightweight concrete, steel deck and stucco.
- **For roofs that are not pre-tapered: Install all new insulation board (or lightweight concrete as needed) with a 1/4" per foot required taper and any required crickets to allow proper drainage; there will be zero tolerance for ponding water.**
- Include all seals required around existing vents, curbs, drains, scuppers or any other roof penetrations.
- Install 75# base sheet by mechanically fastening as per appropriate code requirements and engineer specifications.
- Install 2 plies of Flintglas® ply VI hot mopped with asphalt.
- Install 1 ply of granulated fiberglass cap sheet.
- Install modified bitumen on all walls and flashings.
- Install all required membrane and sheet metal flashings in accordance with the local building code and the manufacturer's standard details.
- Flash all required curbs, **parapet walls (up and over)**, mechanical curbs or other required areas. Contractor to install new roof hatch.
- Install cantilever strip around all curbs and parapet walls.
- Install new retrofit drains.
- Secure all base flashings with proper sealant.
- Install termination bar around all curbs and wall flashing.
- Install all new surface mount stainless steel stucco stop where applicable.
- Fabricate and install all new stainless steel pitch pans throughout.
- Install expansion joints as required.
- Install all new 26-gauge stainless steel overflow scupper flashing.
- Install all new 26-gauge stainless steel eave drip edge where applicable.
- Install all new 26-gauge stainless steel coping caps with proper PT wood nailers.
- Contractor shall replace all fascia and drip edge nailer with PT Wood. The pricing sheet contains a line item for the bidder to provide a cost per square foot to be used for plywood re sheeting replacement.
- Install walk pads from roof hatch to all A/C units.
- Where applicable, coping cap may not have exposed mechanical fasteners.
- Install all new goose necks to house refrigerant lines for A/C units where applicable.
- Install all new roofing equipment curbs where applicable.
- Install all new skylights where applicable.
- All equipment must be installed as per all governing code requirements.
- Contractor to provide a price per square foot to repair light weight concrete, metal deck and hidden stucco surfaces as needed.



- Contractor shall remove and reinstall new gutters & downspouts as needed.

4.6 Tile Roof Detail (Central Campus - Building A)

- Remove existing roof down to plywood deck.
- Contractor shall remove and reinstall gutters & downspouts as needed.
- Re-nail deck with 8 D ring shanks per FBC.
- Install 30# felt with tin cap & 1 ¼ ring shanked roofing nails per FBC.
- Install all new lead stacks on plumbing vents with proper sealant per FBC.
- Install all new goose neck with proper sealant per FBC.
- Install all new PT fascia board along with new PT 1x2 fern strip.
- Install all new Stainless steel 3x3 drip edge to match existing nail with 1 ¼ ring shanks per FBC.
- Install all new Stainless steel flashing with stucco stop.
- Install poly glass polystick TU max.
- Contractor not to uncover more work than they can cover in a day.
- Contractor to clean up daily.
- Install eagle profile Capistrano (Terracambra Range 3664 to match new roofs at this site) concrete tile set with ICP adhesives polyset AH-1690 foam.

4.7 Project Locations, Cost Estimate & Timelines

Location and Address	Approximate SQFT	Calendar Day from NTP to Completion	Estimated Project Cost
Central Campus Building A 12200 Sheridan Street, Pembroke Pines, FL 33026	7,000	30	\$220,000
Flamingo Park North Concession Stand 1900 NW 122nd Terrace, Pembroke Pines, Fl 33026	2,800	30	\$35,000
Pembroke Shores North & South Concession Stand 501 SW 172nd Avenue, Pembroke Pines, Fl 33029	5,600	30	\$70,000



SECTION 5 - PRICE PROPOSAL / BID TABLE

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

Vendor Notes: The bid tables includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

Payment & Performance Bonds: The table includes a section for the vendor to submit pricing for Payment & Performance Bonds. If the total cumulative base proposal amount does not exceed \$200,000 and a Payment and Performance Bond is not required, please enter “0” on the “If Applicable, Cost for Payment and Performance Bond” column for each line item.

LOCATIONS

Line Item	Description	Quantity	Unit of Measure	Vendor Notes	Unit Cost	Total	No Bid
1	Central Campus, Building A	1	Lump Sum				
2	Flamingo Park North Concession Stand	1	Lump Sum				
3	Pembroke Shores North & South Concession Stand	1	Lump Sum				
TOTAL							

PAYMENT & PERFORMANCE BOND

Line Item	Description	Unit of Measure	Percentage
1	Cost to provide a Payment & Performance Bond for the project, in the form of a percent	Percent	

ADDITIONAL WORK

Line Item	Description	Unit of Measure	Vendor Notes	Unit Cost
1	Steel Deck Repair	Per Square Foot		
2	Plywood Replacement	Per Square Foot		
3	Light Weight Repair	Per Square Foot		
4	Stucco Repair	Per Square Foot		



Line Item	Description	Unit of Measure	Vendor Notes	Unit Cost
5	2x4	Per Linear Foot		
6	2x6	Per Linear Foot		
7	2x8	Per Linear Foot		
8	2x10	Per Linear Foot		
9	2x12	Per Linear Foot		



SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, March 11, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

Prospective proposers interested in responding to this solicitation are requested to provide all of the applicable information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1 CONFIRMATION TO BIND

1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

2 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;



- B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and
- C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

2.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

2.2 Reference Contact Information - Reference's Business Address*

*Response required

2.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

2.4 Reference Contact Information - Reference's E-mail Address*

*Response required

2.5 Reference Contact Information - Reference's Phone Number*

*Response required

2.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

2.7 Project Information - Name of Contactor Performing the Work*

*Response required

2.8 Project Information - Name and location of the project*

*Response required

2.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

2.10 Project Information - Project Duration*

*Response required

2.11 Project Information - Completion (Anticipated) Date*

*Response required

2.12 Project Information - Size of Project*

*Response required

2.13 Project Information - Cost of Project*

*Response required

3 REFERENCE # 2



3.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

3.4 Reference Contact Information - Reference's E-mail Address*

*Response required

3.5 Reference Contact Information - Reference's Phone Number*

*Response required

3.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

3.7 Project Information - Name of Contactor Performing the Work*

*Response required

3.8 Project Information - Name and location of the project*

*Response required

3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

3.10 Project Information - Project Duration*

*Response required

3.11 Project Information - Completion (Anticipated) Date*

*Response required

3.12 Project Information - Size of Project*

*Response required

3.13 Project Information - Cost of Project*

*Response required

4 REFERENCE # 3

4.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

4.2 Reference Contact Information - Reference's Business Address*

*Response required



4.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

4.4 Reference Contact Information - Reference's E-mail Address*

*Response required

4.5 Reference Contact Information - Reference's Phone Number*

*Response required

4.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

4.7 Project Information - Name of Contactor Performing the Work*

*Response required

4.8 Project Information - Name and location of the project*

*Response required

4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

4.10 Project Information - Project Duration*

*Response required

4.11 Project Information - Completion (Anticipated) Date*

*Response required

4.12 Project Information - Size of Project*

*Response required

4.13 Project Information - Cost of Project*

*Response required

5 REFERENCE # 4

5.1 Reference Contact Information - Name of Firm, City, County or Agency

5.2 Reference Contact Information - Reference's Business Address

5.3 Reference Contact Information - Reference's Contact Name & Title

5.4 Reference Contact Information - Reference's E-mail Address

5.5 Reference Contact Information - Reference's Phone Number

5.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No



- 5.7 Project Information - Name of Contactor Performing the Work
- 5.8 Project Information - Name and location of the project
- 5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 5.10 Project Information - Project Duration
- 5.11 Project Information - Completion (Anticipated) Date
- 5.12 Project Information - Size of Project
- 5.13 Project Information - Cost of Project

6 REFERENCE # 5

- 6.1 Reference Contact Information - Name of Firm, City, County or Agency
- 6.2 Reference Contact Information - Reference's Business Address
- 6.3 Reference Contact Information - Reference's Contact Name & Title
- 6.4 Reference Contact Information - Reference's E-mail Address
- 6.5 Reference Contact Information - Reference's Phone Number
- 6.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No

- 6.7 Project Information - Name of Contactor Performing the Work
- 6.8 Project Information - Name and location of the project
- 6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 6.10 Project Information - Project Duration
- 6.11 Project Information - Completion (Anticipated) Date
- 6.12 Project Information - Size of Project
- 6.13 Project Information - Cost of Project

7 PROJECT DOCUMENTS

- 7.1 PROPOSERS BACKGROUND INFORMATION FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Proposers Background Inform...](#)

*Response required

- 7.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)
 - a. **In the event that your total cumulative base proposal amount exceeds \$200,000,** a Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
 - b. Therefore, proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company



acceptable to CITY and authorized to write such Bond under the laws of the State of Florida.

- c. Contingency is not to be counted in the total amount the proposal security is based on.
- d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
- e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - PSPW-25-01 Roof Replacement for Various City Buildings**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [SPECIAL TERMS & CONDITIONS](#) of this document for additional information.

8 STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

8.1 NON-COLLUSIVE AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive Affidavit.pdf](#)

*Response required

8.2 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn Statement on Public E...](#)

*Response required

8.3 EQUAL BENEFITS CERTIFICATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Equal Benefits Certificatio...](#)



*Response required

8.4 VENDOR DRUG FREE WORKPLACE CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

*Response required

8.5 SCRUTINIZED COMPANY CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

*Response required

8.6 E-VERIFY SYSTEM CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E- Verify system administered by the U.S. Department of Homeland Security ("DHS").
- c. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

- [E-Verify System Certificati...](#)

*Response required

8.7 HUMAN TRAFFICKING AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

*Response required

8.8 VENDOR INFORMATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.



- [Vendor Information Form.pdf](#)

*Response required

8.9 FORM W-9 (REVISED MARCH 2024)*

- Please download the attached document, complete all required fields, and upload the completed form here.
- Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

- [Form W-9 \(Rev March 2024\).pdf](#)

*Response required

9 OPTIONAL DOCUMENTATION

9.1 TRADE SECRETS

- The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A



SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

9.2 FINANCIAL STATEMENTS

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

9.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the "**Brand Names**" Section included in the [GENERAL TERMS AND CONDITIONS](#) Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.



9.4 ADDITIONAL INFORMATION

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

9.5 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation. The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.
 - i. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
 - ii. Said licenses shall be in the Firm's name as it appears on the OpenGov registration and as appropriately registered with the applicable licensing entity. Proposer shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
 - iii. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits as necessary. Said licenses must be in the name of the subcontractor.

10 VENDOR CLASSIFICATION

- 10.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*
 - a. The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:
 - i. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR;**



ii. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

☐ Yes

☐ No

*Response required

When equals "Yes"

10.1.1 Please indicate your Local Vendor Status*

☐ Local Pembroke Pines Vendor (LPPV)

☐ Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

10.1.2 Local Vendor Preference Certification*

i. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

*Response required

When equals "Yes"

10.1.3 Local Business Tax Receipts*

i. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

*Response required



- 10.2 Is your firm a Veteran Owned Small Business (VOSB)?*
- a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:
 - i. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
 - b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

☐ Yes

☐ No

*Response required

When equals "Yes"

- 10.2.1 Determination Letter from the United States Department of Veteran Affairs Center*
- i. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

*Response required

- 10.3 Is your firm a Minority-Owned Business Enterprise (MBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

- 10.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)*

Select all that apply

☐ African-American MBE



- ☐ Asian-American MBE
- ☐ Hispanic-American MBE
- ☐ Native-American MBE
- ☐ Other option not listed above

*Response required

When equals "Yes"

10.3.2 MBE Certification Documentation*

- i. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

*Response required

10.4 Is your firm a Woman-Owned Business Enterprise (WBE)?*

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

10.4.1 WMBE Certification Documentation*

- i. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

*Response required

10.5 Is your firm a HubZone Business / Labor Surplus Area Firm?*

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

10.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

- i. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration (SBA). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.6 Is your firm a Broward County Small Business Enterprise (SBE)?*

- ☐ Yes



☐ No

*Response required

When equals "Yes"

10.6.1 SBE Certification Documentation*

- i. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.7 Is your firm a Broward County Business Enterprise (CBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.7.1 CBE Certification Documentation*

- i. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.8.1 DBE Certification Documentation*

- i. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.9 Does your firm have a Vendor Classification that was not listed above?*

☐ Yes

☐ No

*Response required

When equals "Yes"



10.9.1 Other Vendor Classification Certification Documentation*

- i. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

**SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION****7.1 Qualifying & Selecting Firms**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.



SECTION 8 - INSURANCE REQUIREMENTS

8.1 Indemnification for Design Professionals and Construction Contracts

The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 Insurance Coverage

- A. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- D. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of



the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- E. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

8.3 Comprehensive General Liability Insurance

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.4 Workers' Compensation and Employers' Liability Insurance

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- A. Workers' Compensation: Coverage A – Statutory
- B. Employers Liability: Coverage B

\$500,000 Each Accident



\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.5 Comprehensive Auto Liability Insurance

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- A. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- C. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

8.6 Umbrella/Excess Liability Insurance

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.7 Professional Liability/Errors & Omissions Insurance

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3)



years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

8.8 Environmental/Pollution Liability Insurance

Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.9 Required Endorsements

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.
- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. CONTRACTOR's policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- F. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.10 Additional Requirements

- A. Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 9 - GENERAL TERMS AND CONDITIONS

9.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should:

- A. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work,
- B. study and carefully correlate the Proposer's observations with the Proposal Documents; and
- C. notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

9.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

9.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

9.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due



Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: support@opengov.com
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at purchasing@ppines.com.

9.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

9.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer’s information only and will be used for tabulation and presentation of bid.

9.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor’s responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of



documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

9.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

9.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

9.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

9.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

9.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or proposer.

9.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

9.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

9.15 CONTRACT TIME



By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

9.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

9.17 ANTI-TRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.18 PUBLIC ENTITY CRIMES

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list 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 contractor, 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.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the



same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

9.19 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

9.20 FACILITIES

The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

9.21 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

9.22 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.



The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

9.23 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

9.24 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

9.25 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- A. Open the sealed bids at a public meeting.
- B. Announce at that meeting the name of each bidder and the price submitted in the bid.
- C. Make available upon request the name of each bidder and the price submitted in the bid.



For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

9.26 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

9.27 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

9.28 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its



officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

9.29 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.



In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

9.30 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

9.32 SCRUTINIZED COMPANIES LIST

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

9.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes



Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

9.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own



purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

9.35 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

- A. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- B. The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

- A. Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- B. Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- C. Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

9.36 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- A. Definitions for this Section:



1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
2. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



9.37 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
 1. are permitted access on school grounds when students are present,
 2. have direct contact with students or,
 3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

9.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING



Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.



SECTION 10 - SPECIAL TERMS & CONDITIONS

10.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Note - Contingency is not to be counted in the total amount that the proposal security is based on.

10.2 PROPOSAL SECURITY REQUIREMENTS

For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

Scanned Proposal Security: For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through OpenGov.

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-25-01 Roof Replacement for Various City Buildings**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, Florida, 33025.

Opportunity to Cure: In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written



Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

10.3 PAYMENT AND PERFORMANCE BONDS

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount that the payment and performance bonds are based on.

Coverage Period: The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

Successful Proposer: Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

Minimum Requirements of Surety: Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Performance Bond: The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

Payment Bond: The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and



save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Recordation of Bonds with the County: Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

10.4 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

10.5 TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

10.6 RELEASE OF LIEN

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

10.7 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

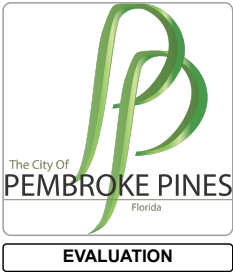
The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.



For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or dperez@wasteprousa.com.

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or rcolombo@ppines.com.

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.



Roof Replacement for Various City Buildings

Invitation For Bid

Public Services

14560, 90922, 90924, 90927

Project ID: PSPW-25-01

Release Date: Thursday, February 13, 2025

Due Date: Tuesday, March 11, 2025 2:00pm

Posted Thursday, February 13, 2025 9:38am

Bid Unsealed Tuesday, March 11, 2025 2:30pm by Gabriel Fernandez

Pricing Unsealed Tuesday, March 11, 2025 2:30pm by Gabriel Fernandez

All dates & times in Eastern Time

Edit Preview

Post Information

Posted At:

Thu, Feb 13, 2025 9:38 AM

Sealed Bid Process:

Yes (Bids Unsealed / Pricing Unsealed)

Private Bid:

No

Overview

Summary

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to replace the roofs of various city buildings, in accordance with the terms, conditions, and specifications contained in this solicitation.

The solicitation includes the following roofs to be replaced:

- Central Campus - Building A

12200 Sheridan Street, Pembroke Pines, FL 33026

- Flamingo Park - North Concession Stand

1900 NW 122nd Terrace, Pembroke Pines, FL 33026

- Pembroke Shores - North & South Concession Stands

501 SW 172nd Avenue, Pembroke Pines, FL 33029

Background

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.

Timeline

Issuance of Solicitation (Posting Date):

February 13, 2025

Pre-Bid Meeting (Mandatory):

February 18, 2025, 9:00am

The order of sites for the meeting will be as follows: 1) Central Campus Building A, 2) Flamingo Park North Concession Stand, 3) Pembroke Shores North & South Concession Stand.

Question Due Date:

February 24, 2025, 11:30pm

Issuance of Final Answers to Questions:

February 27, 2025

Bid Submission Deadline:

March 11, 2025, 2:00pm

Bid Opening:

Will be held at 2:30 pm on the day of bid submissions are due.

Evaluations by Staff:

To Be Determined (TBD)

Recommendation of Contractor to City Commission for Award:

April 16, 2025

Issuance of Notice to Proceed (NTP):

April 28, 2025



City of Pembroke Pines
Procurement
 Mark Gomes, Procurement Director
 601 City Center Way, Pembroke Pines, FL 33025
 (954) 431-4884

ADDENDA REPORT
IFB No. PSPW-25-01
Roof Replacement for Various City Buildings

RESPONSE DEADLINE: March 11, 2025 at 2:00 pm

Tuesday, April 1, 2025

Addenda Issued:

Addendum #1

Feb 18, 2025 8:06 AM

The pre-bid meeting site addresses have been added to the bid package.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Triple J Roofing	X	Mar 5, 2025 9:10 AM	Joey Belviso
CUNANO BUILDERS CORPORATION	X	Mar 5, 2025 11:31 AM	ORLANDO FERNANDEZ
EARL W. JOHNSTON ROOFING, LLC	X	Mar 5, 2025 10:30 AM	Fabio Upegui
A-1 Property Services Group, Inc	X	Mar 7, 2025 12:56 PM	Geo Madruga
BigKing Services	X	Mar 10, 2025 8:36 PM	Alberto Bigatao
ADVANCED ROOFING, INC.	X	Mar 11, 2025 11:56 AM	Debbie Giuliani
Gemstone Builders LLC	X	Mar 11, 2025 11:05 AM	MOTI BILIA



City of Pembroke Pines

FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount] and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said [Contractor Name] its successors and assigns, and

City of Pembroke Pines

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

[Description]
PO #: [PO #]

Invoice #: [Invoice #]

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:

CONTRACTOR
[NAME OF CONTRACTOR]

BY: _____

Print Name

Print Name: _____

Title: _____

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

ON THIS _____ day of _____, 20____, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

THIS AGREEMENT ("Agreement"), dated _____, is entered into by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

{---Company Name---}, **{---Corporation Type---}**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **{---Street1---} {---Street2---}, {---City---}, {---State/Province---} {---Postal Code---}** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **{---Solicitation Advertisement Date---}**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **{---Solicitation Service Description---}** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

{---Solicitation Type Abbreviation---} # {---Solicitation Number---}
"{---Solicitation Title---}"

1.2 On **{---Bid Opening Date---}**, the bids were opened at the offices of the City Clerk.



1.3 On _____, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the {---**Solicitation Service Description**---}, at {---**Location Address**---} ("Property") as more particularly described in, and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within {---**Number of Days to Complete Project in Words**---} {---**Number of Days to Complete Project**---} calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.



3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---Termination for Convenience---} of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR for work that has been completed, inspected and properly invoiced. The total compensation for all services shall not exceed {---Request Amount Written---} ({---Request Amount Numerical---}) which includes an owner's contingency fee in the amount of {---Contingency Fee in Words---} ({---Contingency Fee Amount---}) and an amount towards the payment and performance bond equal to _____.

4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the owner's contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency or allowance without the expressed prior written approval of the CITY's authorized representative.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative. If the permit fees exceed the Owner's Contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and



Affidavits and approval of final payments shall be processed before the warranty period begins.

4.2 **Prompt Payment Act.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY's Authorized Representative approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Authorized Representative or his/her assignees. Invoices submitted by CONTRACTOR shall include the date of service, services performed, hours spent, location of services, description of the assignment/project, date of completion and any other information reasonable required by the CITY.

Payment will be made to CONTRACTOR at:

{---Company Name---}
 {---Payment Street 1---}, {---Payment Street 2---}
 {---Payment City---}, {---Payment State/Province---} {---Payment Postal Code---}

ARTICLE 5

WAIVER OF LIENS

Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6

WARRANTY

CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

ARTICLE 7

CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of work, as more specifically described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written change order or amendment, executed by the Parties hereto, with the same formality, equality and



dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written change order, amendment or agreement executed by the Parties hereto.

7.2 While requesting changes that would increase, decrease, or otherwise modify the scope of work, CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, or by a change order, written amendment or separate written agreement, executed by the parties hereto, with the same formality, equality, and dignity herewith.

ARTICLE 8

PAYMENT & PERFORMANCE BONDS

8.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a Payment Bond and a Performance Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bonds exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the project value.** The Performance Bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

8.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Payment Bond and Performance Bond in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.



ARTICLE 9

INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorney's fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

9.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10

INSURANCE

10.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

10.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines



, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☐ ☐

10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the



CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

☐ ☐

10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto



Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ☐ ☐ 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ☐ 10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- ☐ ☐ 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ☐ 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional**



insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☐

10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☐

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

10.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage.



Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐

10.6.13 Other Insurance

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.



10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13

RESERVED



ARTICLE 14

AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15

UNCONTROLLABLE FORCES

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17

SIGNATORY AUTHORITY

Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18

DEFAULT OF CONTRACT & REMEDIES

18.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this



Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, {---**Liquidated Damages Amount Written---**} (\$**{---Liquidated Damages Amount---**}) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.4.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Authorized Representative relative thereto.

18.4.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

18.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.4.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have



CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

18.5 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.5.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default. CITY reserves the right to assign any remaining work at any Property location to another vendor as may be necessary to complete the Scope of Work.

18.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

**BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 21
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22
PUBLIC RECORDS

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining



in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 23
SCRUTINIZED COMPANIES**

23.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

23.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



23.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

23.1.2.2 Is engaged in business operations in Syria.

ARTICLE 24

EQUAL BENEFITS FOR EMPLOYEES

24.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - ☐ CONTRACTOR is a governmental agency.

24.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of



its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

24.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

24.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

24.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 25

EMPLOYMENT ELIGIBILITY

25.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

25.1.1 Definitions for this Section.

25.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

25.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

25.1.1.3 “Subcontractor” means a person or entity that provides labor,



supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

25.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

25.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

25.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

25.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 26

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:



26.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

26.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

26.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

26.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

26.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

26.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary



of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

26.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

26.1.8 CONTRACTOR will include the provisions of paragraphs **(26.1.1)** through **(26.1.8)** in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or



all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

26.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

26.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

26.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

26.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

26.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (25.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in



violation of the clause set forth in paragraph (25.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (25.4.1) of this section.

26.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (25.4.2) of this section.

26.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (25.4.1) through (25.4.4) of this section.

26.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26.5.1 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

26.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.



26.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

26.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

26.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at



44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

26.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

26.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

26.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

26.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

26.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

26.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

26.16.1 **Prohibitions.**

26.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

26.16.1.2 Unless an exception in paragraph 25.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:



26.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

26.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

26.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

26.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

26.16.2 **Exceptions.**

26.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

26.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

26.16.3 **Reporting requirement.**

26.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 25.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



26.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 25.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

26.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

26.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first



produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

ARTICLE 27

MISCELLANEOUS

27.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

27.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

27.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

27.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

27.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

27.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for



City of Pembroke Pines

giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR	{--Primary Contact Name---}, {---Primary Contact Title---} {--Company Name---} {--Street1---}, {---Street2---} {--City---}, {--State/Province---} ---Postal Code--- E-mail: {--E-mail---} Telephone No: {--Phone---} Cell phone No: {--Primary Contact Cell Phone Number---} Facsimile No: {--Fax---}

27.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

27.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

27.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

27.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.



27.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

27.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

27.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

27.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

27.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

27.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

27.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

27.16.2 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and



appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

NOTICE OF ACCEPTANCE (NOA)

Owens Corning Roofing and Asphalt, LLC
One Owens Corning Parkway
Toledo, OH 43659

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (in Miami-Dade County) and/or the AHJ (in areas other than Miami-Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: TruDefinition® Duration®, and TruDefinition® Duration® Designer Colors Collection

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews and revises NOA No.17-1211.02 and consists of pages 1 through 6.
The submitted documentation was reviewed by Alex Tigera.



NOA No.: 21-0518.04
Expiration Date: 07/19/26
Approval Date: 07/15/21
Page 1 of 6

ROOFING ASSEMBLY APPROVAL

Category: Roofing
Sub-Category: Asphalt Shingles
Materials: Laminate
Deck Type: Wood

SCOPE

This approves a roofing system using **TruDefinition® Duration®, and TruDefinition® Duration® Designer Colors Collection** asphalt shingles manufactured by Owens Corning as described in Section 2 of his Notice of Acceptance.

PRODUCT DESCRIPTION

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
TruDefinition® Duration®; TruDefinition® Duration® Designer Colors Collection <i>Manufacturing Location(s) #1, 2, 3, 4, 5, 6, 7</i>	13 ¼" x 39 ⅜"	TAS 110	A heavy weight, fiberglass reinforced asphalt shingle with large nail area with bead of sealant.

MANUFACTURING LOCATION

1. Jacksonville, FL
2. Memphis, TN
3. Savannah, GA
4. Irving, TX
5. Kearny, NJ
6. Medina, OH
7. Brookville, IN



NOA No.: 21-0518.04
 Expiration Date: 07/19/26
 Approval Date: 07/15/21
 Page 2 of 6

EVIDENCE SUBMITTED

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
PRI Asphalt Technologies, Inc.	OCF-157-02-01	TAS 100	10/26/10
	OCF-156-02-01	TAS 100	10/26/10
	OCF-163-02-01	TAS 100	12/10/10
	OCF-164-02-01	TAS 100	12/10/10
	OCF-172-02-01	TAS 100	05/26/11
	OCF-179-02-01	TAS 100	02/02/12
	OCF-367-02-01	TAS 100	11/08/17
	OCF-368-02-01	TAS 107	11/08/17
	OCF-371-02-01	TAS 100	11/08/17
	OCF-372-02-01	TAS 107	11/08/17
	OCF-375-02-01	TAS 100	11/08/17
	OCF-376-02-01	TAS 107	11/08/17
	OCF-462-02-01	ASTM D 3462	05/11/21
	OCF-469-02-01	ASTM D 3462	05/11/21
	OCF-478-02-01	ASTM D 3462	05/11/21
	1378C0004	ASTM D 3462	05/11/21
	1378C0012	ASTM D 3462	05/11/21
	OCF-501-02-01	ASTM D 3462	05/11/21
	OCF-505-02-01	ASTM D 3462	05/11/21
Underwriters Laboratories, Inc.	10NK13947	TAS 107	11/12/10
	11CA15662	TAS 107	05/27/11
	11NB21712	TAS 107	02/18/12
	12CA12180	ASTM D3462	03/01/12
	R2453	ASTM D3462	10/20/17

LIMITATIONS

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Shall not be installed on roof mean heights in excess of 33 ft.
3. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

INSTALLATION

1. Shingles shall be installed in compliance with Roofing Application Standard RAS 115.
2. Flashing shall be in accordance with Roofing Application Standard RAS 115
3. The manufacturer shall provide clearly written application instructions.
4. Exposure and course layout shall be in compliance with Detail 'A', attached.
5. Nailing shall be in compliance with Detail 'B', attached.

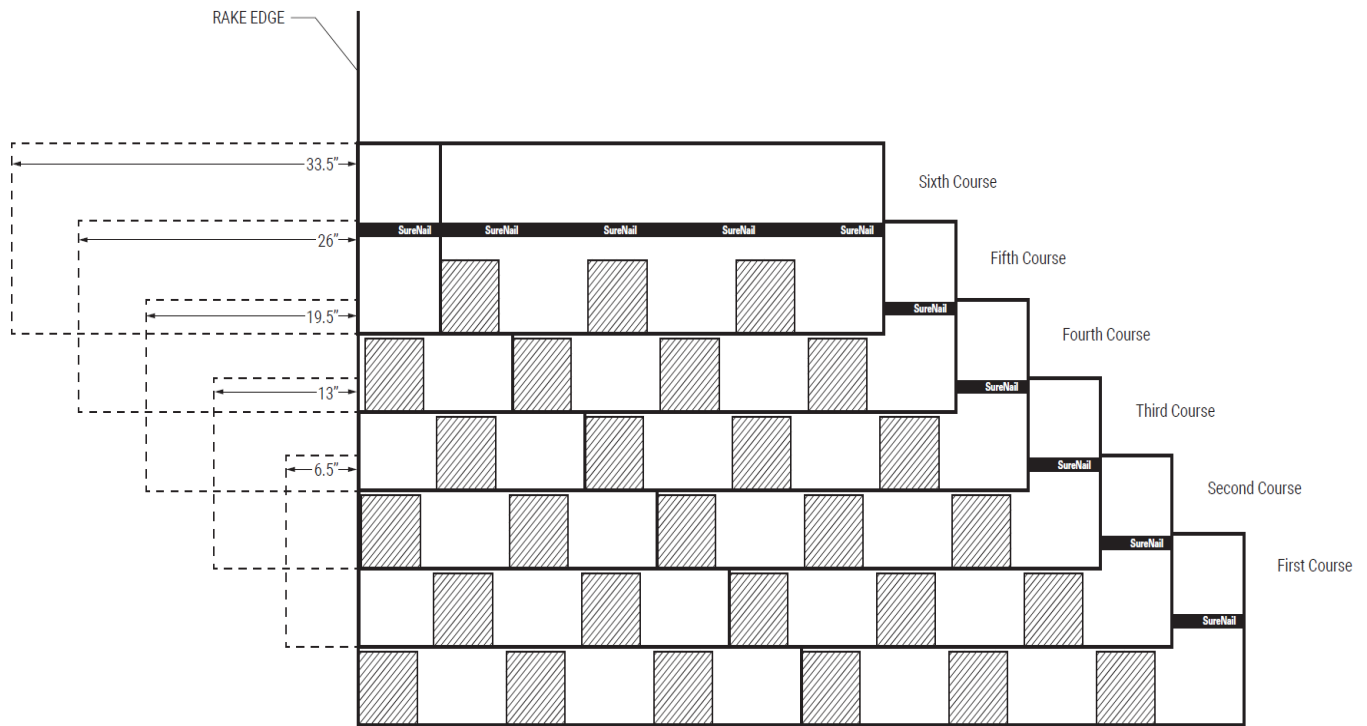


LABELING

1. Shingles shall be labeled with the Miami-Dade Seal as seen below, or the wording "Miami-Dade County Product Control Approved".

**BUILDING PERMIT REQUIREMENTS**

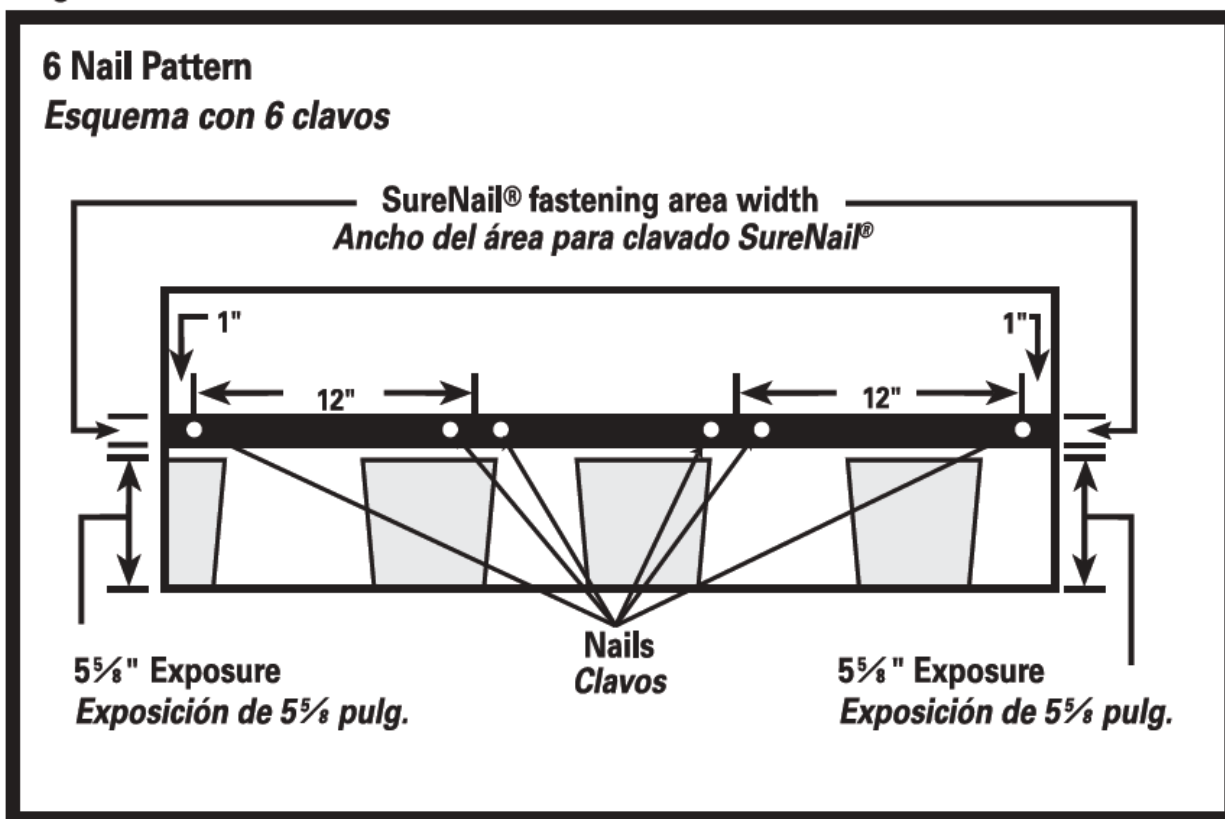
1. Application for building permit shall be accompanied by copies of the following:
 - 1.1 This Notice of Acceptance.
 - 1.2 Any other documents required by the Building Official or the applicable code in order to properly evaluate the installation of this system.

DETAIL A

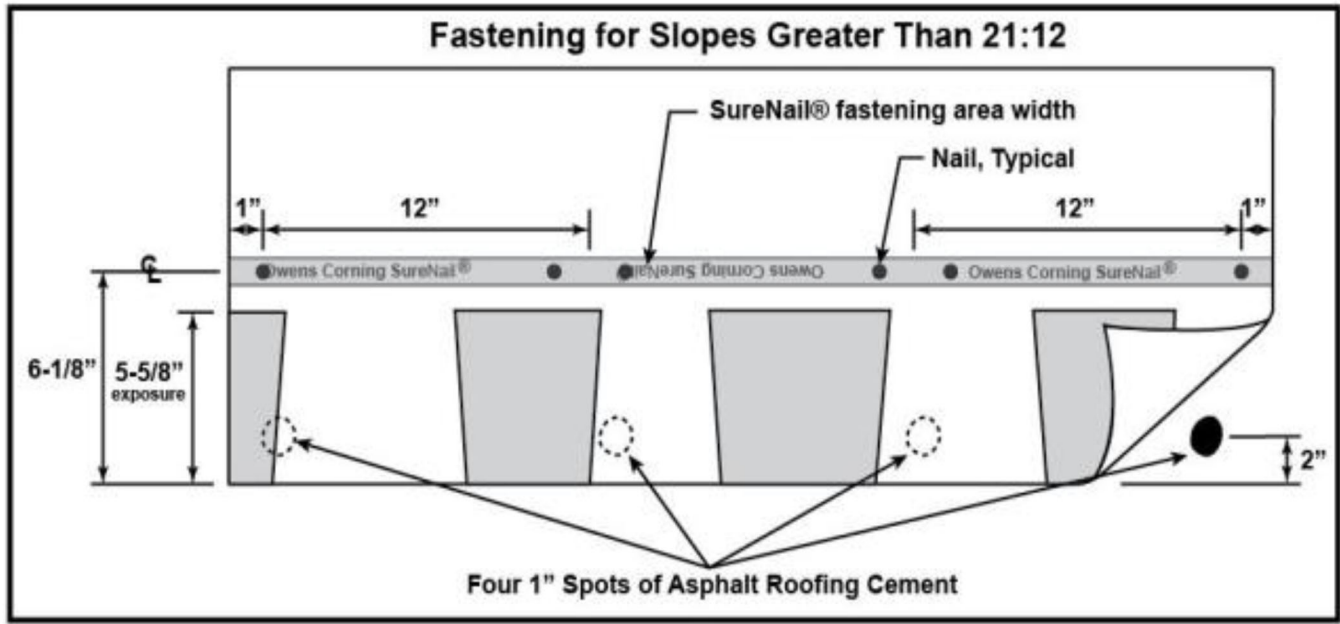
DETAIL B
TRUDEFINITION · DURATION · #
#

(SEALANT MAY BE CONTINUOUS OR DASHED. NOT SHOWN IN THE DETAIL DRAWINGS)

MAXIMUM SLOPE 21:12



SLOPE GREATER THAN 21:12



END OF THIS ACCEPTANCE



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786)315-2590 F (786) 31525-99

www.miamidade.gov/economy

CertainTeed LLC
20 Moores Road
Malvern, PA 19355

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: SmartFlash ONE Flashing System

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA# 22-0527.03 and consists of pages 1 through 3.
The submitted documentation was reviewed by Alex Tigera.



NOA No.: 23-0718.02
Expiration Date: 09/13/28
Approval Date: 09/07/23
Page 1 of 3

ROOFING COMPONENT APPROVAL

Category: Roofing
Sub-Category: Cement-Adhesive-Coatings
Material: Polyurethane/Bitumen

SCOPE:

This approves **SmartFlash ONE Flashing System**, as described in this Notice of Acceptance. This product has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone of the Florida Building Code.

EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
NEMO ETC, LLC	ASTM C 836 ASTM G 154 ASTM E 96 ASTM D 1149	4p-SOP-22-SLAP-05	03/15/23

MANUFACTURING LOCATION:

1. Drummondville, Quebec, Canada

PHYSICAL PROPERTIES OF COMPONENTS

Trade name: SmartFlash ONE Flashing System

Thickness: Base Coat: Minimum 30 wet mils (22 dry mils)
Finish Coat: Minimum 30 wet mils (22 dry mils)

Specifications: ASTM C836

Component Description: SmartFlash ONE: A polyurethane/bitumen resin, single-component, moisture-cure compound utilizing low solvent technologies.
CertainTeed SmartFlash ONE Polyester Reinforcement Fabric: A flexible, non-woven polyester reinforcement that is embedded into the first layer of SmartFlash ONE Base Coat and then covered with an additional Base Coat application.

Container Size: SmartFlash ONE: 1 or 5 gallons
CertainTeed SmartFlash ONE Polyester Reinforcement Fabric: 39" x 50 ft, 8" x 50 ft or 4" x 50 ft.

System Approvals: SmartFlash ONE Flashing System is a component for use in new or existing modified bitumen or built-up roofing (BUR) systems. The SmartFlash ONE Flashing System is applied to properly prepared perimeter edge metal, curbs, roof penetrations, columns, parapet walls and area dividers (restrained/supported wall constructions only). The SmartFlash ONE Flashing System can also be used as a reinforcing ply over existing field membrane seams and joints or a surfacing layer over field membrane where ponding water occurs.



LIMITATIONS:

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire rating of this product.
2. CertainTeed LLC products shall not be applied in inclement weather conditions.
3. The products listed herein are components of roof assemblies and are approved for use with roof assemblies that list any of the products listed herein as part of their roof assemblies Notice of Acceptance. For applications over existing roof systems. Refer to applicable building code for requirements.
4. All products listed herein shall have an unannounced follow-up quality control program from an approved listing agency. Follow up test results shall be made available to Miami-Dade County Product Control upon request.
5. All approved products listed herein shall be labeled in compliance with TAS 121 and shall bear the imprint or identifiable marking of the manufacturer's name or logo and following statement: "Miami-Dade County Product Control Approved" or the Miami-Dade County Product Control Seal as shown below.



6. Change in materials, use, or manufacture of any of the products listed herein shall be cause for termination of this Notice of Acceptance.
7. CertainTeed LLC products shall be applied in accordance with manufacturer's published application instructions.
8. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 16G20-3 of the Florida Administrative Code.

END OF THIS ACCEPTANCE





DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

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20 Moores Road
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SCOPE:

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This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: CertainTeed Conventional Built-Up-Roof Systems Over Steel Decks.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA # 23-0215.06 and consists of pages 1 through 21.
The submitted documentation was reviewed by Alex Tigera.

06/13/24



NOA No.: 24-0322.01
Expiration Date: 06/19/29
Approval Date: 06/13/24
Page 1 of 21

ROOFING SYSTEM APPROVAL

Category: Roofing
Sub-Category: Built-Up Roofing
Material: Fiberglass
Deck Type: Steel
Maximum Design Pressure -172.5 psf

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Black Diamond Base Sheet	39 ³ / ₈ " x 68'7"	ASTM D1970	Self-adhering, fiberglass reinforced, SBS modified bitumen base/ply sheet.
Flintlastic Ultra Glass SA	39 ³ / ₈ " x 33'11"	ASTM D1970	Self-adhering, fiberglass reinforced, SBS modified bitumen base/ply sheet.
Flintglas Ply 4	39 ³ / ₈ " x 164'7"	ASTM D2178 Type IV UL Type G1	Fiberglass reinforced, asphalt impregnated ply sheet.
Flintglas Premium Ply 6	39 ³ / ₈ " x 164'7"	ASTM D2178 Type VI UL Type G1	Fiberglass reinforced, asphalt impregnated ply sheet.
Flintglas MS Cap Sheet	39 3/8" x 32'10"	ASTM D3909 UL Type G3	Asphalt impregnated and coated inorganic glass fiber surfaced with mineral granules used as the top ply in conventional built-up roof membranes.
All Weather/ Empire Base Sheet	39 ³ / ₈ " x 65'10"	ASTM D4601 Type II	SBS modified, fiberglass reinforced, base/ply sheet.
Flintlastic Poly SMS Base Sheet	39 ³ / ₈ " x 64'3"	ASTM D4601 Type II	SBS modified, polyester reinforced base/ply sheet.
Glasbase Base Sheet	39 ³ / ₈ " x 98'9"	ASTM D4601 Type II	Fiberglass reinforced, asphalt coated base/ply sheet.
Flintlastic Base 20	39 ³ / ₈ " x 49'6"	ASTM D6163 Grade S Type I	SBS modified, fiberglass reinforced base/ply sheet.
Flintlastic Ultra Poly SMS Base Sheet	39 ³ / ₈ " x 32'10"	ASTM D6164 Grade S Type I	SBS modified, polyester reinforced base/ply sheet.

APPROVED INSULATIONS:**TABLE 2**

Product Name	Product Description	Manufacturer (With Current NOA)
ACFoam-II	Polyisocyanurate foam insulation	Atlas Roofing Corporation
ISO 95+ GL	Polyisocyanurate foam insulation	Firestone Building Products Company, LLC
H-Shield	Polyisocyanurate foam insulation	Hunter Panels, LLC
DensDeck, DensDeck Prime	Water resistant gypsum board	Georgia Pacific Gypsum LLC
ENRGY 3, ENRGY 3 25 PSI	Polyisocyanurate foam insulation	Johns Manville Corp.
Fesco Board	Expanded perlite and fiber insulation	Johns Manville Corp.
Ultra-Max & Multi-Max FA-3	Polyisocyanurate foam insulation	RMax Operating, LLC.
FlintBoard ISO	Polyisocyanurate foam insulation	CertainTeed LLC
FlintBoard _H ISO	Polyisocyanurate foam insulation	CertainTeed LLC
Structodek High Density Fiberboard Insulation	High Density Wood Fiber insulation board.	Blue Ridge Fiberboard, Inc.
SECUROCK Gypsum-Fiber Roof Board	Gypsum insulation	USG Corp.

APPROVED FASTENERS:

TABLE 3				
Fastener Number	Product Name	Product Description	Dimensions	Manufacturer (With Current NOA)
1.	Dekfast DF-#12 PH3, Dekfast DF-#14-PH3, & Dekfast DF-#15-PH3	Insulation fastener		SFS Group USA
2.	Dekfast PLT-H-2-7/8	Galvalume AZ50 steel plate	2 7/8" x 3 1/4"	SFS Group USA
3.	#12 Standard Roofgrip & #14 Roofgrip Fasteners	Insulation fastener for wood and steel.		OMG, Inc.
4.	AccuTrac Hextra	Insulation fastener for wood and steel		OMG, Inc.
5.	3 in. Ribbed Galvalume Plate	Galvalume stress plate.	3" round	OMG, Inc.
6.	AccuTrac Plate	Galvalume stress plate.	3" square	OMG, Inc.
7.	3 in. Round Metal Plate	Galvalume AZ50 steel plate	3" round	OMG, Inc.
8.	OMG Plastic Plate	Polypropylene plastic plate	3" round	OMG, Inc.
9.	Trufast #12 DP & Trufast #14 HD Fastener	Insulation fastener for wood and steel decks		Altenloh, Brinck & Co. U.S., Inc.
10.	Trufast 3" Metal Insulation Plate	Galvalume AZ50 steel plate	3" round	Altenloh, Brinck & Co. U.S., Inc.
11.	FlintFast #12 & #14	Insulation fastener for wood and steel decks		CertainTeed LLC
12.	FlintFast 3" Insulation Plate	Galvalume AZ50 steel plate	3" round	CertainTeed LLC

EVIDENCE SUBMITTED:

<u>Test Agency/Identifier</u>	<u>Name</u>	<u>Report</u>	<u>Date</u>
Trinity ERD	TAS 117 (B)	3503.10.06	10/10/06
	TAS 117 (B)	O6490.04.07-R1	06/27/07
	TAS 117 (B)/ ASTM D6862	C8500SC.11.07	11/30/07
	TAS 114	C8370.08.08	08/19/08
	ASTM Physical Properties	C10080.09.08-R4	03/25/10
	TAS 114-H / TAS 117-B	C30560.06.10	06/10/10
	TAS 117	C35500.02.11	02/09/11
	TAS 114 / TAS 117	3513.08.02-R1	03/17/11
	FM 4470 / TAS 114	03515.07.03-1-R1	06/27/12
	ASTM D4601	C40050.09.12-1	09/28/12
	ASTM D1970	C40050.09.12-2	09/28/12
	ASTM D3909	C4420.03.13	03/22/13
	ASTM D2178	C47250.03.14	03/26/14
	ASTM D1876, / TAS 114, / FM 4474	C45620.03.14	03/27/14
	ASTM D1876	C35460.05.11-R1	05/20/15
	ASTM D3909	CTR-SC11145.09.16-2A	09/19/16
	ASTM D3909	CTR-SC11145.09.16-2B	09/19/16
	ASTM D4601	CTR-SC11145.09.16-3A	09/19/16
	ASTM D4897	CTR-SC11145.09.16-4	09/19/16
Factory Mutual Research Corp.	4470	3Y8A1.AM	09/30/96
	4454	0D3A3.AM	04/04/97
	4470	1D7A4.AM	11/09/98
	4470	2D0A0.AM	12/23/98
	4470	3021759	06/03/05
	4470	3039046	06/15/10
	4470	3040761	11/16/10
Underwriters Laboratories, Inc.	UL 790	R11656	01/11/13
PRI Construction Materials Technologies LLC	ASTM D6163	CTC-066-02-01	08/09/11
	ASTM D6164	CTC-068-02-01	08/09/11
	ASTM D2178	CTC-123-02-01	03/13/12
	ASTM D4601	CTC-124-02-01	03/13/12
	ASTM D4601	CTC-127-02-01	03/13/12
	ASTM D6164	CTC-190-02-01	12/02/13
	ASTM D1970	CTC-199-02-01	01/22/14

DECK STRESS ANALYSIS CALCULATIONS/REPORTS

<u>Engineer/Agency</u>	<u>Identifier</u>	<u>Assemblies</u>	<u>Date</u>
Factory Mutual Research Corp.	RoofNav Listings	C(3), C(4), C(5)	12/15/16
Robert Nieminen, P.E.	Signed/Sealed Calculations	B(2), C(2), D(2)	12/15/16

APPROVED ASSEMBLIES:

Deck Type 2I:	Steel, Insulated
Deck Description:	18-22 ga. steel
System Type B(1):	Base layer of insulation mechanically fastened, optional top layer adhered with approved asphalt.

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
Fesco Board Minimum ¾" thick	1 or 3	1:2 ft²
Structodek High Density Fiberboard Insulation Minimum ½" thick	1, 3, 9 or 11	1:2 ft²

Note: Base layer shall be mechanically attached with fasteners and density described above. Insulation panels listed are minimum sizes and dimensions; if larger panels are used the number of fasteners per board shall be increased maintaining the same fastener density (See Roofing Application Standard RAS 117 for fastening details).

<u>Top Insulation Layer (Optional)</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
Any of the insulations listed for Base Layer, above.		
DensDeck, DensDeck Prime Minimum ¼" thick	N/A	N/A

Note: Optional top layer of insulation shall be adhered with approved asphalt within the EVT range and at a rate of 20-40 lbs./100 ft². Please refer to Roofing Application Standard RAS 117 for insulation attachment. Composite insulation boards used as a top layer shall be installed with the polyisocyanurate face down.

Base Sheet: (Optional)	Install one ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet directly over the top layer of insulation. Adhere with any approved mopping asphalt at an application rate of 20-35 lbs./sq.
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- Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
- Cap Sheet:
(Optional)** One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
- Surfacing:** (Required if no cap sheet is used) Any coating, listed below, used as a surfacing must be listed within a current NOA. Install one of the following:
1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
 2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.
- Maximum Design Pressure:** -45 psf (See General Limitation #9)

Deck Type 2I:	Steel, Insulated
Deck Description:	18-22 ga. Type B, Grade 33 steel deck is secured to steel supports spaced maximum 5 ft. o.c. with 5/8" puddle welds with weld washers or with Teks 4 fasteners spaced 6" o.c. Side laps are secured with Teks 1 fasteners spaced maximum 20" o.c. This Tested Assembly has been analyzed for allowable deck stress. See Evidence Submitted Table
System Type B(2):	Base layer of insulation mechanically fastened, top layer adhered with approved asphalt.

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener Density/ft²</u>
ACFoam-II, ENRGY 3, Multi-Max FA-3, H-Shield, FlintBoard ISO, FlintBoard _H ISO Minimum 1.5" thick	1, 3, 9 or 11	1:1.33

Note: Base layer shall be mechanically attached with fasteners and density described. Insulation panels listed are minimum sizes and dimensions; if larger panels are used the number of fasteners per board shall be increased maintaining the same fastener density (See Roofing Application Standard RAS 117 for fastening details).

<u>Top Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener Density/ft²</u>
Fesco Board Minimum ¾" thick	N/A	N/A
Structodek High Density Fiberboard Insulation Minimum ½" thick	N/A	N/A

Note: Top layer of insulation shall be adhered with approved asphalt within the EVT range and at a rate of 20-40 lbs./100 ft². Please refer to Roofing Application Standard RAS 117 for insulation attachment. Composite insulation boards used as a top layer shall be installed with the polyisocyanurate face down.

Base Sheet: (Optional)	Install one ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet directly over the top layer of insulation. Adhere with any approved mopping asphalt at an application rate of 20-35 lbs./sq.
Ply Sheet:	One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
Cap Sheet: (Optional)	One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.



- Surfacing:** (Required if no cap sheet is used) Any coating, listed below, used as a surfacing must be listed within a current NOA. Install one of the following:
1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
 2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.
- Maximum Design Pressure:**
- 52.5 psf (For Fesco Board) (See General Limitation #7)
 - 67.5 psf (Structodek High Density Fiberboard Insulation) (See General Limitation #7)

Deck Type 2I: Steel, Insulated
Deck Description: 18-22 ga. steel
System Type C(1): All layers of insulation simultaneously fastened.

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer (Optional)</u>	<u>Insulation Fasteners (Table 3)</u>	<u>Fastener Density/ft²</u>
ACFoam-II, ENRGY 3, Ultra-Max, H-Shield, FlintBoard ISO, FlintBoard_H ISO Minimum 1" thick	N/A	N/A
Fesco Board Minimum ¾" thick	N/A	N/A
Structodek High Density Fiberboard Insulation Minimum ½" thick	N/A	N/A

Note: All layers shall be simultaneously fastened; see top layer below for fasteners and density.

<u>Top Insulation Layer</u>	<u>Insulation Fasteners (Table 3)</u>	<u>Fastener Density/ft²</u>
ACFoam II, FlintBoard ISO Minimum 1.3" thick	1, 3	1:3 ft²
ENRGY 3, H-Shield, FlintBoard_H ISO Minimum 1.4" thick	1, 3, 9 or 11	1:3 ft²
Ultra-Max Minimum 1.5" thick	1, 3, 4, 9 or 11	1:2.9 ft²
Fesco Board Minimum ¾" thick	1, 3, 9 or 11	1:2 ft²
Structodek High Density Fiberboard Insulation Minimum ½" thick	1, 3, 9 or 11	1:2 ft²

Note: All layers of insulation shall be mechanically attached using the fastener density listed above. The insulation panels listed are minimum sizes and dimensions; if larger panels are used, the number of fasteners shall be increased maintaining the same fastener density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.

**Base Sheet:
(Optional)** Install one ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet directly over the top layer of insulation. Adhere with any approved mopping asphalt at an application rate of 20-35 lbs./sq.



- Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
- Cap Sheet:
(Optional)** One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
- Surfacing:** (Required if no cap sheet is used) Any coating, listed below, used as a surfacing must be listed within a current NOA. Install one of the following:
1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
 2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.
- Maximum Design
Pressure:** -45 (See General Limitation #9)

Deck Type 2I:	Steel, Insulated
Deck Description:	18-22 ga., Type B, Grade 33 steel, fastened 6" o.c. with 5/8" puddle welds and washers to steel supports spaced maximum 6 ft. o.c. Side laps are secured with Tek 1 fasteners spaced maximum 30" o.c. This Tested Assembly has been analyzed for allowable deck stress. See Evidence Submitted Table
System Type C(2):	All layers of insulation simultaneously fastened.

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
ACFoam-II, ENRGY 3, Multi-Max FA-3, H-Shield, FlintBoard ISO, FlintBoard _H ISO Minimum 1.5" thick	1, 3, 9 (#14) or 11 (#14)	1:1.33 ft ²

Note: All layers of insulation shall be mechanically attached using the fastener density listed above. The insulation panels listed are minimum sizes and dimensions; if larger panels are used, the number of fasteners shall be increased maintaining the same fastener density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.

Base Sheet:	One ply of Black Diamond Base Sheet or Flintlastic Ultra Glass SA self-adhered.
Ply Sheet:	One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
Cap Sheet: (Optional)	One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
Surfacing:	(Required if no cap sheet is used) Any coating, listed below, used as a surfacing must be listed within a current NOA. Install one of the following: <ol style="list-style-type: none"> 1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq. 2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.
Maximum Design Pressure:	-52.5 psf (See General Limitation #7)



Deck Type 2I: Steel, Insulated

Deck Description:

- 22 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 62" o.c.
- 20 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 69" o.c.
- 18 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 72" o.c.
- 18-22 ga., Type WR, Grade 80 steel deck fastened to structural supports having a maximum span of 72" o.c.

All of the above steel deck options are attached to structural supports with Traxx/5 screws and 3/4" diameter washers spaced maximum 6 in. o.c. Side laps are secured with Tek 1 fasteners spaced maximum 12" o.c.

This Tested Assembly has been analyzed for allowable deck stress. See Evidence Submitted Table.

System Type C(3): All layers of insulation simultaneously attached

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
H-Shield, Flintboard ISO, AC Foam-II, or PSI-25 Minimum 1.5" thick	11 (#14) & 12	1:1.33
<u>Top Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
DensDeck Prime Minimum 1/2" thick	9 (#14) or 11 (#14)	1:1.33 ft²

Note: All layers of insulation shall be mechanically attached using the fastener density listed above. The insulation panels listed are minimum sizes and dimensions; if larger panels are used, the number of fasteners shall be increased maintaining the same fastener density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.

Base Sheet: One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq.

**Ply Sheet:
(Optional)** One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq.

**Cap Sheet:
(Optional)** One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq.



Surfacing:

(Required if no cap sheet is used) Install one of the following:

1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.

**Maximum Design
Pressure:**

-112.5 psf (See General Limitation #7)



Deck Type 2I: Steel, Insulated

- Deck Description:**
1. 22 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 52" o.c.
 2. 20 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 58" o.c.
 3. 18 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 68" o.c.
 4. 18-20 ga., Type WR, Grade 80 steel deck fastened to structural supports having a maximum span of 72" o.c.

All of the above steel deck options are attached to structural supports with Traxx/5 screws and 3/4" diameter washers spaced maximum 6 in. o.c. Side laps are secured with Tek 1 fasteners spaced maximum 12" o.c.

This Tested Assembly has been analyzed for allowable deck stress. See Evidence Submitted Table.

System Type C(4): All layers of insulation simultaneously attached

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
H-Shield, Flintboard ISO, AC Foam-II, or PSI-25 Minimum 1.5" thick	11 (#14) & 12	1:1.33
<u>Top Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
DensDeck Prime Minimum 1/2" thick	9 (#14) or 11 (#14)	1:1 ft ²
SECUROCK Gypsum-Fiber Roof Board Minimum 1/2" thick	9 (#14) or 11 (#14)	1:1.33 ft ²

Note: All layers of insulation shall be mechanically attached using the fastener density listed above. The insulation panels listed are minimum sizes and dimensions; if larger panels are used, the number of fasteners shall be increased maintaining the same fastener density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.

Base Sheet: One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq.

**Ply Sheet:
(Optional)** One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq

**Cap Sheet:
(Optional)** One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq.

Surfacing: (Required if no cap sheet is used) Install one of the following:

1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.

**Maximum Design
Pressure:** -157.5 psf (See General Limitation #7)



Deck Type 2I: Steel, Insulated

- Deck Description:**
1. 22 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 50" o.c.
 2. 20 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 56" o.c.
 3. 18 ga., Type WR, Grade 33 steel deck fastened to structural supports having a maximum span of 65" o.c.
 4. 18-20 ga., Type WR, Grade 80 steel deck fastened to structural supports having a maximum span of 72" o.c.

All of the above steel deck options are attached to structural supports with Traxx/5 screws and 3/4" diameter washers spaced maximum 6 in. o.c. Side laps are secured with Tek 1 fasteners spaced maximum 12" o.c.

This Tested Assembly has been analyzed for allowable deck stress. See Evidence Submitted Table.

System Type C(5): All layers of insulation simultaneously attached

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer</u>	<u>Insulation Fasteners (Table 3)</u>	<u>Fastener Density/ft²</u>
H-Shield, Flintboard ISO, ACFoam-II, or PSI-25 Minimum 1.5" thick	11 (#14) & 12	1:1.33
<u>Top Insulation Layer</u>	<u>Insulation Fasteners (Table 3)</u>	<u>Fastener Density/ft²</u>
DensDeck Prime Minimum 1/2" thick	9 (#14) or 11 (#14)	1:1 ft²
SECUROCK Gypsum-Fiber Roof Board Minimum 1/2" thick	9 (#14) or 11 (#14)	1:1.33 ft²

Note: All layers of insulation shall be mechanically attached using the fastener density listed above. The insulation panels listed are minimum sizes and dimensions; if larger panels are used, the number of fasteners shall be increased maintaining the same fastener density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.

Base Sheet: One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq

**Ply Sheet:
(Optional)** One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq



**Cap Sheet:
(Optional)** One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-25 lbs./sq.

Surfacing: (Required if no cap sheet is used) Install one of the following:

1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.

**Maximum Design
Pressure:** -172.5 psf (See General Limitation #7)



Deck Type 2I: Steel, Insulated

Deck Description: 18-22 ga. Type B, (*See Fastening Options Below*) steel deck fastened to structural supports spaced a maximum 5 ft. o.c. with Traxx/5 screws spaced maximum 6 in. o.c. Side laps are fastened with Traxx/1 screws spaced maximum 20 in. o.c.

This Tested Assembly has been analyzed for allowable deck stress. See Evidence Submitted Table.

System Type D(1): All layers of insulation and base sheet simultaneously attached

All General and System Limitations apply.

One or more layers of any of the following insulations.

<u>Base Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
ACFoam-II, ENRGY 3, Multi-Max FA-3, H-Shield, FlintBoard ISO, FlintBoard _H ISO Minimum 1.5" thick	N/A	N/A
<u>(Optional) Top Insulation Layer</u>	<u>Insulation Fasteners</u> (Table 3)	<u>Fastener</u> <u>Density/ft²</u>
Structodek High Density Fiberboard Insulation Minimum ½" thick	N/A	N/A
Fesco Board Minimum ¾" thick	N/A	N/A
DensDeck, DensDeck Prime Minimum ¼" thick	N/A	N/A

Note: All layers of insulation and base sheet shall be simultaneously attached. See base sheet below for fasteners and density. Refer to Roofing Application Standard RAS 117 for insulation attachment requirements. Insulation shall have preliminary attachment, prior to the installation of the roofing membrane. At an application rate of two fasteners per board for insulation boards having no dimension greater than 4 ft., and four fasteners for any insulation board having no dimension greater than 8 ft.

Base Sheet: One ply of Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, or Flintlastic Ultra Poly SMS Base Sheet mechanically attached as detailed below.

Fastening #1: OMG #14 Roofgrip fasteners with OMG 3 in. Round Metal Plates, Dekfast 14 with Dekfast PLT-H-2-7/8 plates, Trufast #14 HD Fasteners with Trufast 3" Metal Insulation Plates, or FlintFast #14 fasteners with FlintFast 3" Insulation Plates at a 4" side lap 6" o.c. and two rows staggered in the center of the sheet, 6" o.c.
Minimum Grade 33 steel deck. (Maximum Design Pressure -67.5 psf; See General Limitation #7).



Fastening #2:	(<i>Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet only</i>) OMG #14 Roofgrip Fasteners and OMG 3" Round Metal Plates, Dekfast DF-#14 PH3 with Dekfast PLT-H-2-7/8 plates, OMG #14 Roofgrip with 3 in. Ribbed Galvalume Plates, or Trufast #14 HD Fasteners with Trufast 3" Metal Insulation Plates, or FlintFast #14 fasteners with FlintFast 3" Insulation Plates at a 4" side lap 12" o.c. and two rows staggered in the center of the sheet, 12" o.c. Minimum Grade 80 steel deck. (<i>Maximum Design Pressure -120 psf; See General Limitation #7.</i>)
Ply Sheet:	(Optional if Cap Sheet used) One ply of All Weather/Empire Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
Cap Sheet: (Optional)	One ply of Flintglas MS Cap Sheet adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
Surfacing:	(Required if no cap sheet is used) Install one of the following: <ol style="list-style-type: none">1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.
Maximum Design Pressure:	See Fastening Options Above

STEEL DECK SYSTEM LIMITATIONS:

1. If mechanical attachment to the structural deck through the lightweight insulating concrete is proposed, a field withdrawal resistance testing shall be performed to determine equivalent or enhanced fastener patterns and density. All testing and fastening design shall be in compliance with Testing Application Standard TAS 105 and Roofing Application Standard RAS 117, calculations shall be signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant.
2. For steel deck application where specific deck construction is not referenced: The deck shall be a minimum 22 gage attached with 5/8" puddle welds with weld washers at every flute with maximum deck spans of 5 ft. o.c.

GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Insulation may be installed in multiple layers. The first layer shall be attached in compliance with Product Control Approval guidelines. All other layers shall be adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq., or mechanically attached using the fastening pattern of the top layer
3. All standard panel sizes are acceptable for mechanical attachment. When applied in approved asphalt, panel size shall be 4' x 4' maximum.
4. An overlay and/or recovery board insulation panel is required on all applications over closed cell foam insulations when the base sheet is fully mopped. If no recovery board is used the base sheet shall be applied using spot mopping with approved asphalt, 12" diameter circles, 24" o.c.; or strip mopped 8" ribbons in three rows, one at each side lap and one down the center of the sheet allowing a continuous area of ventilation. Encircling of the strips is not acceptable. A 6" break shall be placed every 12' in each ribbon to allow cross ventilation. Asphalt application of either system shall be at a minimum rate of 12 lbs./sq.
Note: Spot attached systems shall be limited to a maximum design pressure of -45 psf.
5. Fastener spacing for insulation attachment is based on a Minimum Characteristic Force (F') value of 275 lbf., as tested in compliance with Testing Application Standard TAS 105. If the fastener value, as field-tested, are below 275 lbf. insulation attachment shall not be acceptable.
6. Fastener spacing for mechanical attachment of anchor/base sheet or membrane attachment is based on a minimum fastener resistance value in conjunction with the maximum design value listed within a specific system. Should the fastener resistance be less than that required, as determined by the Building Official, a revised fastener spacing, prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant may be submitted. Said revised fastener spacing shall utilize the withdrawal resistance value taken from Testing Application Standards TAS 105 and calculations in compliance with Roofing Application Standard RAS 117.
7. Perimeter and corner areas shall comply with the enhanced uplift pressure requirements of these areas. Fastener densities shall be increased for both insulation and base sheet as calculated in compliance with Roofing Application Standard RAS 117. Calculations prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant **(When this limitation is specifically referred within this NOA, General Limitation #9 will not be applicable.)**
8. All attachment and sizing of perimeter nailers, metal profile, and/or flashing termination designs shall conform to Roofing Application Standard RAS 111 and applicable wind load requirements.
9. The maximum designed pressure limitation listed shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners). **(When this limitation is specifically referred within this NOA, General Limitation #7 will not be applicable.)**
10. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

END OF THIS ACCEPTANCE



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION

11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786)315-2590 F (786) 315-2599

www.miamidade.gov/economy

ICP Adhesives and Sealants, Inc.
12505 NW 44th Street
Coral Springs, FL. 33065

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Polyset® AH-160

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA 20-1124.07 and consists of pages 1 through 11.
The submitted documentation was reviewed by Alex Tigera.

A handwritten signature in blue ink, appearing to read 'Alex Tigera'.



NOA No.: 22-0411.02
Expiration Date: 05/10/27
Approval Date: 05/05/22
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ROOFING COMPONENT APPROVAL:

Category: Roofing
Sub Category: Roof tile adhesive
Materials: Polyurethane

SCOPE:

This approves **Polyset® AH-160** as manufactured by **ICP Adhesives and Sealants, Inc.** as described in this Notice of Acceptance. For the locations where the design pressure requirements, as determined by applicable building code, do not exceed the design pressure values obtained by calculations in compliance with Roofing Application Standard RAS 127. For use with approved flat, low, and high profile roof tile systems using Polyset® AH-160.

PRODUCTS MANUFACTURED BY APPLICANT:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specifications</u>	<u>Product Description</u>
Polyset® AH-160	N/A	TAS 101	Two component polyurethane foam adhesive
ICP Adhesives Foam Dispenser RTF1000	N/A		Dispensing Equipment
ICP Adhesives ProPack® 30 & 100	N/A		Dispensing Equipment

PRODUCTS MANUFACTURED BY OTHERS:

Any Miami-Dade County Product Control Accepted Roof Tile Assembly having a current NOA which list attachment resistance values with the use of Polyset® AH-160 roof tile adhesive.

MANUFACTURING LOCATION:

1. Tomball, TX.

PHYSICAL PROPERTIES:

<u>Property</u>	<u>Test</u>	<u>Results</u>
Density @ 73°F	ASTM D1622	2.1 lbs./ft. ³
Compressive Strength	ASTM D1621	18 PSI Parallel to rise 14 PSI Perpendicular to rise
Tensile Strength	ASTM D1623	29 PSI Parallel to rise
Water Absorption	ASTM D2842	0%
Moisture Vapor Transmission	ASTM E96	2.3 Perms
Dimensional Stability	ASTM D2126	+0.07% Volume Change @ -40° F., 2 weeks +6.0% Volume Change @ 158°F., 100% Humidity, 2 weeks
Closed Cell Content	ASTM D6226	94%

Note: The physical properties listed above are presented as typical average values as determined by accepted ASTM test methods and are subject to normal manufacturing variation.



NOA No.: 22-0411.02
Expiration Date: 05/10/27
Approval Date: 05/05/22
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EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
Center for Applied Engineering	#94-060	TAS 101	04/08/94
	257818-1PA	TAS 101	12/16/96
	25-7438-3	SSTD 11-93	10/25/95
	25-7438-4		
	25-7438-7	SSTD 11-93	11/02/95
	25-7492	SSTD 11-93	12/12/95
Miles Laboratories Polymers Division	NB-589-631	ASTM D 1623	02/01/94
Ramtech Laboratories, Inc.	9637-92	ASTM E 108	04/30/93
Southwest Research Institute	01-6743-011	ASTM E 108	11/16/94
	01-6739-062b[1]	ASTM E 84	01/16/95
Trinity Engineering	7050.02.96-1	TAS 114	03/14/96
	P36700.04.12	ASTM D 1623	04/18/12
	P39740.02.12	TAS 101	02/21/12
		TAS 123	
Celotex Corp. Testing Services	528454-2-1	TAS 101	10/23/98
	528454-9-1		
	528454-10-1		
	520109-1	TAS 101	12/28/98
	520109-2		
	520109-3		
	520109-6		
	520109-7		
	520191-1	TAS 101	03/02/99
	520109-2-1		
NEMO ETC, LLC	4p-ICP-20-SSLAP-01.B	Physical Properties	11/11/20

LIMITATIONS:

1. Fire classification is not part of this acceptance. Refer to the Prepared Roof Tile Assembly for fire rating.
2. Polyset® AH-160 shall solely be used with flat, low, & high tile profiles.
3. Minimum underlayment shall be in compliance with the Roofing Application Standard RAS 120.
4. Roof Tile manufactures acquiring acceptance for the use of Polyset® AH-160 roof tile adhesive with their tile assemblies shall test in accordance with TAS 101.
5. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

INSTALLATION:

1. Polyset® AH-160 may be used with any roof tile assembly having a current NOA that lists attachment resistance values with the use of Polyset® AH-160.
2. Polyset® AH-160 shall be applied in compliance with the Component Application section and the corresponding Placement Details noted herein. The roof tile assembly's adhesive attachment with the use of Polyset® AH-160 shall provide sufficient attachment resistance to meet or exceed the resistance value determined in compliance with Miami-Dade County Roofing Application Standards RAS 127. The adhesive attachment data is noted in the roof tile assembly NOA.
3. Polyset® AH-160 and its components shall be installed in accordance with Roofing Application Standard RAS 120, and ICP Adhesives and Sealants, Inc.'s Operating Instruction and Maintenance Booklet.
4. Installation must be by a Factory Trained 'Qualified Applicator' approved and licensed by ICP Adhesives and Sealants, Inc. ICP Adhesives and Sealants, Inc. shall supply a list of approved applicators to the authority having jurisdiction.
5. Calibration of the ICP Adhesives Foam Dispenser RTF1000 dispensing equipment is required before application of any adhesive. The mix ratio between the "A" component and the "B" component shall be maintained between 1.0-1.15 (A): 1.0 (B).
6. Polyset® AH-160 shall be applied with ICP Adhesives Foam Dispenser RTF1000 or ICP Adhesives ProPack® 30 & 100 dispensing equipment only.
7. Polyset® AH-160 shall not be exposed permanently to sunlight.
8. Tiles must be adhered in freshly applied adhesive. Tile must be set within 1 to 2 minutes after Polyset® AH-160 has been dispensed.
9. Polyset® AH-160 placement and minimum patty weight shall be in accordance with the 'Placement Details' herein. Each generic tile profile requires the specific placement noted herein.



Table 1: Adhesive Placement For Each Generic Tile Profile

Tile Profile	Placement Detail	Minimum Paddy Contact Area	Minimum Paddy Gram Weight
Eave Course - Flat, Low, High Profiles	All Eave Course	17-23 sq. inches	45-65
Flat, Low, High Profiles	#1	17-23 sq. inches	45-65
Flat Profile	#2	10-12 sq. inches	30
Low Profile	#2	12-14 sq. inches	30
High Profile	#2	17-19 sq. inches	30
Flat, Low, High Profiles	#3	Two Paddys: 8-9 sq. inches at head of tile 9-11 sq. inches at overlap	12 grams per paddy
Two-Piece Barrel (Cap Tile)	Two Piece	2 Beads (1 each longitudinal edge) 20-25 sq. inches each bead	17 grams per bead
Two Piece Barrel (Pan Tile)	Two Piece	65-70 sq. inches	34 grams under pan

LABELING:

All approved products listed herein shall be labeled and shall bear the imprint or identifiable marking of the manufacturer's name or logo and following statement: "Miami-Dade County Product Control Approved" or the Miami-Dade County Product Control Seal as shown below.

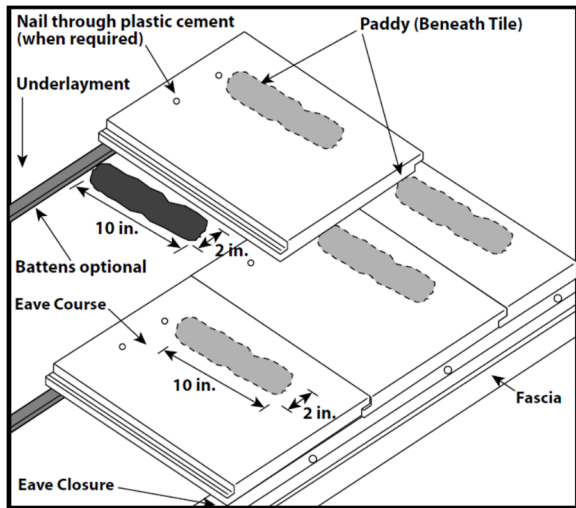
**BUILDING PERMIT REQUIREMENTS:**

As required by the Building Official or applicable building code in order to properly evaluate the installation of this system.



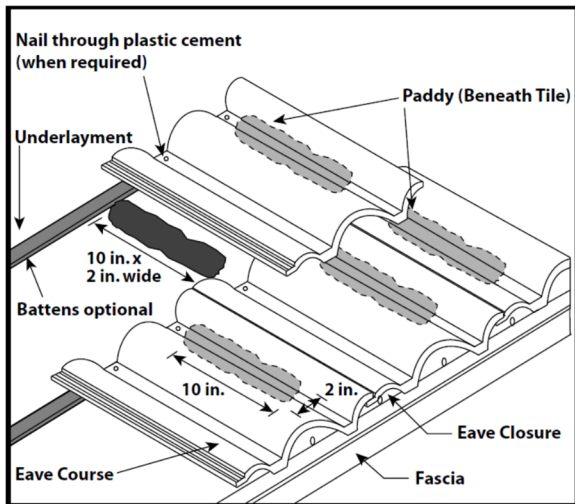
NOA No.: 22-0411.02
Expiration Date: 05/10/27
Approval Date: 05/05/22
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ADHESIVE PLACEMENT DETAIL # 1



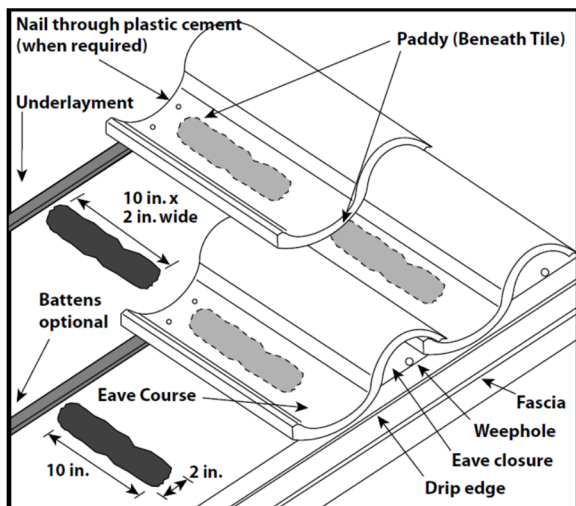
Flat/Low Profile Tile

1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown, under the strengthening rib closest to the overlock of the tile being set.
2. Continue in same manner. Insure approximately 17 (109.7 cm²) – 23 (148.4 cm²) square inch adhesive contact with the underside of the tile.



Medium Profile / Double Pan Tile

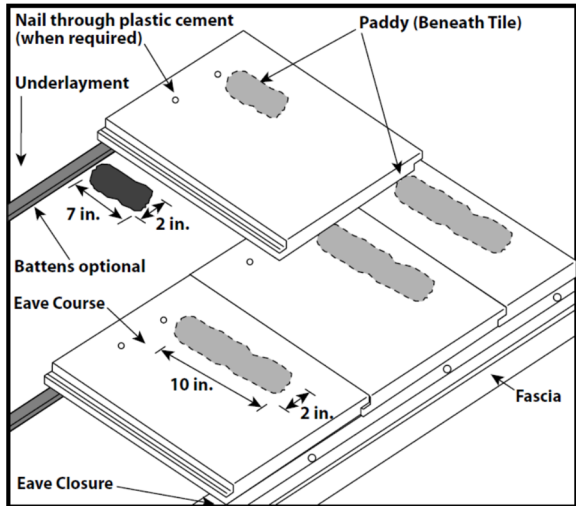
1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the pan portion of the tile closest to the overlock of the tile being set.
2. Continue in same manner. Insure approximately 17 (109.7 cm²) – 23 (148.4 cm²) square inch adhesive contact with the underside of the tile.



High Profile / Single Pan Tile

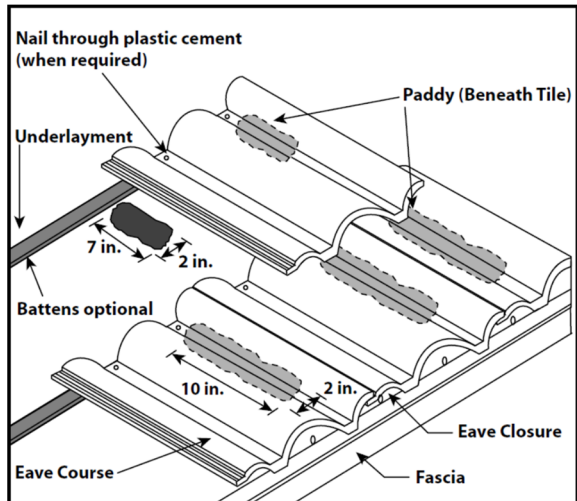
1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the pan portion of the tile closest to the overlock of the tile being set.
2. Continue in same manner. Insure approximately 17 (109.7 cm²) – 23 (148.4 cm²) square inch adhesive contact with the underside of the tile.

ADHESIVE PLACEMENT DETAIL # 2



Flat/Low Profile Tile

1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the strengthening rib of the tile closest to the overlock of the tile being set. Insure approximately 17 (109.7 cm²) – 23 (148.4 cm²) square inch adhesive contact with the underside of the tile.
2. At the second course, apply a minimum 2" (50.8mm) x 7" (177.8 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the strengthening rib closest to the overlock of the tile being set.
3. Continue in same manner. Insure approximately 10" (64.5 cm²) - 12 (77.4 cm²) square inch adhesive contact with the underside of the tile.

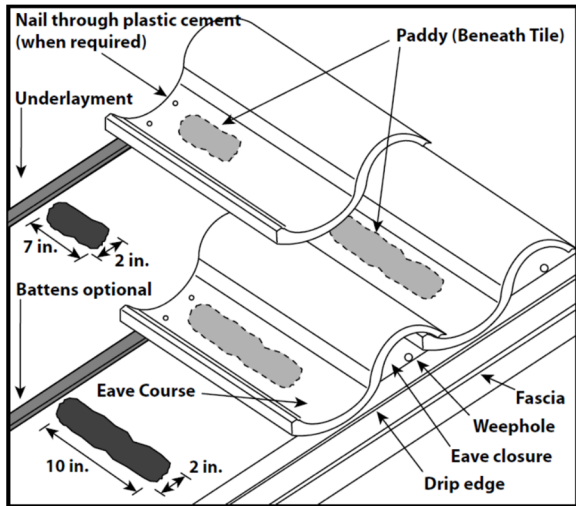


Medium Profile / Double Pan Tile

1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the pan portion of the tile closest to the overlock of the tile being set. Insure approximately 17 (109.7 cm²) – 23 (148.4 cm²) square inch adhesive contact with the underside of the tile.
2. At the second course, apply a minimum 2" (50.8mm) x 7" (177.8 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the pan portion of the tile closest to the overlock of the tile being set.
3. Continue in same manner. Insure approximately 12" (77.4 cm²) - 14 (90.3 cm²) square inch adhesive contact with the underside of the tile.

(Instructions continued on next page)

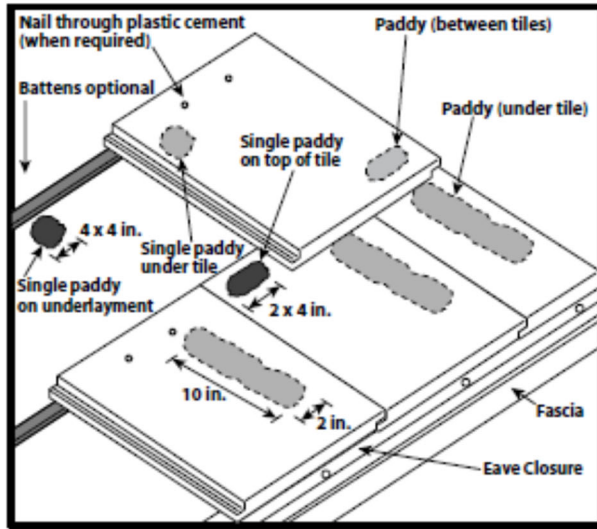
ADHESIVE PLACEMENT DETAIL # 2 (CONTINUED)



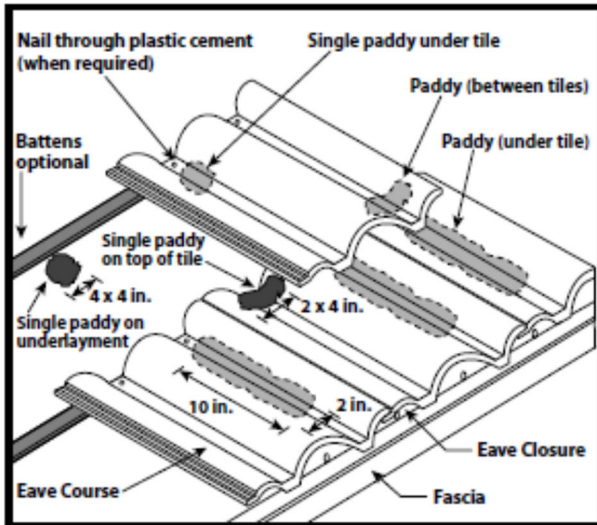
High Profile / Single Pan Tile

1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the pan portion of the tile closest to the overlock of the tile being set. Insure approximately 17 (109.7 cm²) – 23 (148.4 cm²) square inch adhesive contact with the underside of the tile.
2. At the second course, apply a minimum 2" (50.8mm) x 7" (177.8 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under the pan portion of the tile closest to the overlock of the tile being set.
3. Continue in same manner. Insure approximately 17" (109.7 cm²) - 19 (122.6 cm²) square inch adhesive contact with the underside of the tile.

ADHESIVE PLACEMENT DETAIL # 3



Flat/Low Profile Tile

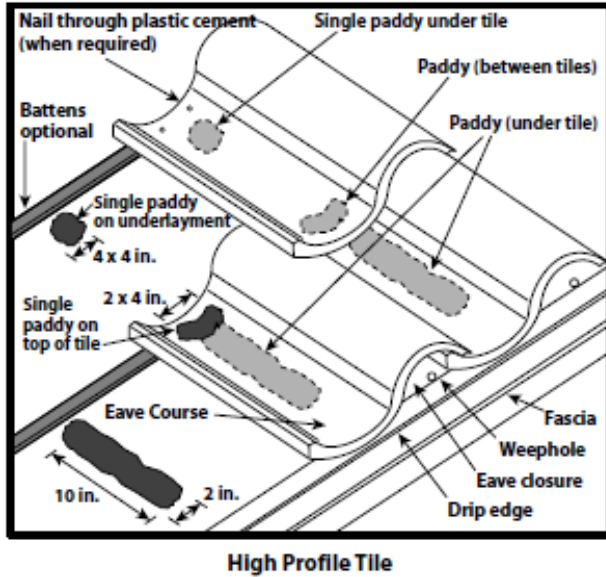


Medium Profile Tile

1. On the eave course only, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown, under the strengthening rib for flat tile or under the pan portion of the tile for low or high profile tile closest to the overlock of the tile being set. Leave approximately 4" (101.6 mm) up from the eave edge free of foam to prevent the expanded adhesive from blocking the weep holes. Insure approximately 17-23 in² (109.7-148.4 cm²) of adhesive contact with the underside of the tile
2. Apply a 4" (101.6 mm) x 4" (101.6 mm) x 1" (25.4 mm) foam paddy onto the underlayment just below the second course line positioned foam paddy under the strengthening rib for flat tile, or under the pan portion of the tile, closest to the underlock for the second course tile to be installed. Insure approximately 8-9 in² (51.6-58.1 cm²) of adhesive contact with the underside of the tile.

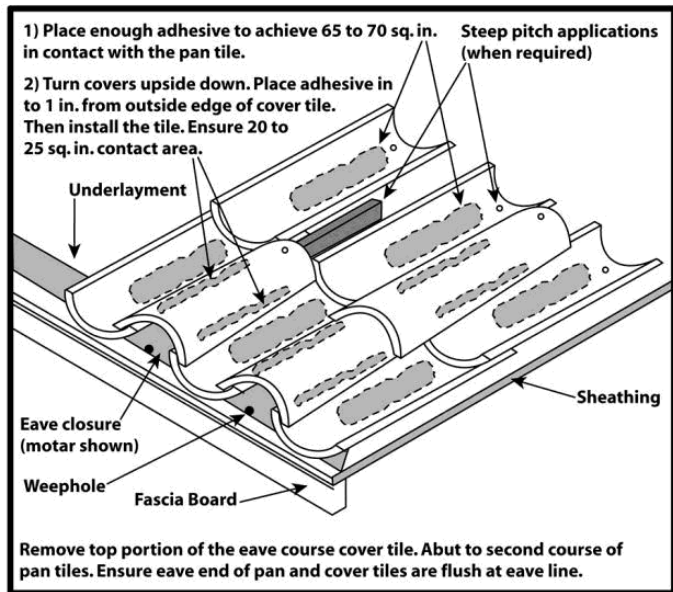
(Instructions continued on next page)

ADHESIVE PLACEMENT DETAIL # 3 (CONTINUED)



- Also apply a 2" (50.8 mm) x 4" (101.6 mm) x $\frac{3}{4}$ " (19 mm) paddy on top of the eave course tile surface as shown, on top of the strengthening rib for flat tile or on top of the pan portion of the tile, closest to the underlock of the first course of tile. Install second course of tile. Insure approximately 9 (58.1 cm²) - 11 (71cm²) square inch adhesive contact with the underside of the tile at the overlap and 7 (45.2 cm²) - 9 (58.1 cm²) square inch adhesive contact with the underside of the tile at the head of the tile. Continue in same manner.

ADHESIVE PLACEMENT DETAIL TWO PIECE BARREL



Two Piece Barrel - High Profile Tile

Two Piece Barrel (Cap and Pan) Tile

1. Starting at the eave course, apply a minimum 2" (50.8 mm) x 10" (254 mm) x 1" (25.4 mm) foam paddy onto the underlayment positioned as shown under two adjacent pan tiles. Support eave tiles from rocking until adhesive has a chance to cure.
2. Continue in same manner bringing two pan courses up toward the ridge. Insure approximately 65 (419.4 cm²) – 70 (451.6 cm²) square inch adhesive contact with the underside of the pan tile.
3. Turn covers upside down exposing the underside of the tile. Apply a minimum 1" (25.4 mm) x 10" (254 mm) bead of adhesive directly on the inner edge of each side of the cover tile. Leave approximately 3/4" (19 mm) to 1" (25.4 mm) from the outside edge of the tile, inward, free of foam to allow for expansion.
4. Turn cover tile over after foam is applied and place onto pan tile course. Insure a minimum of 20 (129 cm²) - 25 (161.3 cm²) square inch contact area on each side of the cover tile to the pan tile. Continue in same manner. Trim away any cured exposed foam adhesive. Pointing of longitudinal edges of the cover tiles are considered optional.
5. When additional nailing is required, 2" (50.8 mm) x 4" (101.6 mm) nailers or the tie wire system using galvanized, stainless steel, or copper wire and compatible nails may be used.

END OF THIS ACCEPTANCE



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

NOTICE OF ACCEPTANCE (NOA)

Polyglass USA Inc.
1111 W. Newport Center Drive
Deerfield Beach, FL 33442

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami-Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (in Miami-Dade County) and/or the AHJ (in areas other than Miami-Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Polyglass Polystick Underlayments

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA revises NOA# 23-1115.06 and consists of pages 1 through 23.
The submitted documentation was reviewed by Alex Tigera.

09/26/24



NOA No.: 24-0805.04
Expiration Date: 09/13/27
Approval Date: 09/26/24
Page 1 of 23

ROOFING COMPONENT APPROVAL

Category: Roofing
Sub-Category: Underlayment
Material: SBS, APP

PRODUCTS DESCRIPTION:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Polystick IR-Xe <i>Manufacturing Location #1, #2, & #3</i>	65' x 3'3-3/8" Or 33.4' x 3'3-3/8" 60 mils thick	ASTM D1970	A fine granular/sand top surface self-adhering, APP polymer modified, fiberglass reinforced, bituminous sheet material for use as an underlayment in sloped roof assemblies. Designed as an ice & rain shield.
Polystick MU-X <i>Manufacturing Location #2</i>	65' x 3' 60 mils thick	ASTM D1970	A polypropylene film surface self-adhering, SBS polymer modified, fiberglass reinforced, bituminous sheet material for use as an underlayment in sloped roof assemblies. Designed as an ice & rain shield.
Polystick TU Max <i>Manufacturing Location #1, #2, #3, & #5</i>	65'8" x 3'3-3/8" 60 mils thick	TAS 103	A rubberized asphalt self-adhering, polyester reinforced waterproofing membrane. Designed as a roof tile underlayment.
Polystick TU Max <i>Manufacturing Location #1 & #3</i>	65'8" x 3'3-3/8" 60 mils thick	ASTM D1970	A rubberized asphalt self-adhering, polyester reinforced waterproofing membrane. Designed as a roof tile underlayment.
Polystick TU P <i>Manufacturing Location #1, #2, & #3</i>	32'10" x 3'3-3/8" 130 mils thick	TAS 103	A rubberized asphalt waterproofing membrane, glass-fiber/polyester reinforced, with a granular surface designed for use as a tile roof underlayment.
Polystick TU Plus (Surface Printing) <i>Manufacturing Location #1, #2, #3, & #5</i>	65' x 3'3-3/8" 80 mils thick	TAS 103	A rubberized asphalt self-adhering, glass-fiber/polyester reinforced waterproofing membrane. Designed as a metal roofing and roof tile underlayment.
Polystick TU Plus (Surface Printing) <i>Manufacturing Location ##3 & #5</i>	65' x 3'3-3/8" 80 mils thick	ASTM D1970	A rubberized asphalt self-adhering, glass-fiber/polyester reinforced waterproofing membrane. Designed as a metal roofing and roof tile underlayment.
HydraGuard Dual Pro <i>Manufacturing Location #1, #2, #3, & #5</i>	65' x 3'3-3/8" 80 mils thick	TAS 103	A rubberized asphalt self-adhering, glass-fiber/polyester reinforced waterproofing membrane. Designed as a metal roofing and roof tile underlayment.

PRODUCTS DESCRIPTION:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
HydraGuard Tile Pro <i>Manufacturing</i> <i>Location #1, #2, #3, & #5</i>	65' x 3'3 ^{-3/8} " 80 mils thick	TAS 103	A rubberized asphalt self-adhering, glass-fiber/polyester reinforced waterproofing membrane. Designed as a metal roofing and roof tile underlayment.
Polystick MTS <i>Manufacturing</i> <i>Location #1, #2, #3, and #4</i>	65'8" x 3'3 ^{-3/8} " 60 mils thick	TAS 103	A homogeneous, rubberized asphalt waterproofing membrane, glass fiber reinforced with polyolefinic film on the upper surface for use as an underlayment for metal roofing, roof tile, slate tiles and shingle underlayment.
Polystick MTS <i>Manufacturing</i> <i>Location #2, #3, #4, & #5</i>	65'8" x 3'3 ^{-3/8} " 60 mils thick	ASTM D 1970	A homogeneous, rubberized asphalt waterproofing membrane, glass fiber reinforced with polyolefinic film on the upper surface for use as an underlayment for metal roofing, roof tile, slate tiles and shingle underlayment.
Polystick MTS Plus <i>Manufacturing</i> <i>Location #1, #2, #3, & #4</i>	65'8" x 3'3 ^{-3/8} " 60 mils thick	TAS 103	A homogeneous, rubberized asphalt waterproofing membrane, glass fiber reinforced with polyolefinic film on the upper surface for use as an underlayment for metal roofing, roof tile, slate tiles and shingle underlayment.
Polystick MTS Plus <i>Manufacturing</i> <i>Location #2, #3, #4, & #5</i>	65'8" x 3'3 ^{-3/8} " 60 mils thick	ASTM D 1970	A homogeneous, rubberized asphalt waterproofing membrane, glass fiber reinforced with polyolefinic film on the upper surface for use as an underlayment for metal roofing, roof tile, slate tiles and shingle underlayment.
Elastoflex S6 G <i>Manufacturing</i> <i>Location #1 & #2</i>	32'10" x 3'3 ^{-3/8} "	TAS 103 (partial) and ASTM D6164	Polyester reinforced, SBS modified bitumen membrane with a sanded back face and a granule top surface. For use in roof tile underlayment systems.
Polyflex SA P <i>Manufacturing</i> <i>Location #2 & #3</i>	32' 10" x 3' 3 ^{-3/8} "	TAS 103 (partial) and ASTM D6222	Self-adhered, polyester reinforced, APP modified bitumen membrane with a self-adhering back face and a granule top surface.
ELASTOFLEX SA V <i>Manufacturing</i> <i>Location #2, #3 & #4</i>	65' 8" x 3' 3 ^{-3/8} "	ASTM D1970	Self-adhered, fiberglass reinforced, SBS modified bitumen base or interplay membrane with a self-adhering back face and a smooth top surface.
ELASTOFLEX SA V Flashing Strips <i>Manufacturing</i> <i>Location #2, #3 & #4</i>	Various	ASTM D1970	Self-adhered, fiberglass reinforced, SBS flashing strip with a self-adhering back face and a smooth top surface.

PRODUCTS DESCRIPTION:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Polyanchor HV <i>Manufacturing Location #6</i>	61' x 39- ³ / ₈ "	ASTM D226	Polymer modified base sheet.
Polyanchor SU <i>Manufacturing Location #7</i>	286' x 42"	ASTM D8257	Polyolefin-based synthetic underlayment with a woven polymeric scrim and a slip resistant textured fabric on the topside.
Polystick XFR <i>Manufacturing Location #3 & #4</i>	49' x 39- ³ / ₈ " 80 mils thick	TAS 103 (partial)	A fire resistant, rubberized asphalt waterproofing membrane, glass fiber reinforced with polyolefinic film on the upper surface for use as an underlayment for shingle, metal, and wood.
Polystick XFR <i>Manufacturing Location #4</i>	49' x 39- ³ / ₈ " 80 mils thick	ASTM D1970	A fire resistant, rubberized asphalt waterproofing membrane, glass fiber reinforced with polyolefinic film on the upper surface for use as an underlayment for shingle, metal, and wood.

MANUFACTURING PLANTS:

1. Hazelton, PA
2. Winter Haven, FL
3. Waco, TX
4. Fernley, NV
5. Ponte di Piave TV, Italy
6. Kanjiza, Serbia
7. Silvassa, India



EVIDENCE SUBMITTED

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
PRI	DAPF-002-02-01	ASTM D1623	03/08/18
	708T0203.1	UL 1897	07/28/23
	708T0233	ASTM D8257	11/02/23
	708T0222.5	UL 1897	11/06/23
	708T0227.1	UL 1897	11/06/23
	708T0227.2	UL 1897	11/06/23
	708T0227.3	UL 1897	11/06/23
	708T0227.4	UL 1897	11/06/23
	708T0227.5	UL 1897	11/06/23
	708T0193.1	UL 1897	11/29/23
	708T0234.3	UL 1897	01/18/24
	708T0234.5	UL 1897	01/18/24
	708T0235.1	UL 1897	01/19/24
	708T0235.2	UL 1897	01/19/24
	708T0235.3	UL 1897	01/19/24
	708T0235.4	UL 1897	01/19/24
Trinity ERD	P40390.10.12	ASTM D 1970	10/03/12
	P37590.07.13-1	ASTM D6164	07/02/13
	P41630.08.13	TAS 114 & FM 4474	08/06/13
	P45270.05.14	TAS 103, TAS 110 & ASTM D1623	05/12/14
	P46520.10.14	ASTM D1623	10/03/14
	P44360.10.14-R1	TAS 103 & TAS 110	10/07/14
	P43290.10.14-R1	ASTM D 1970 & TAS 110	10/17/14
	PLYG-SC7550.03.15	TAS 103 & ASTM D4798	03/24/15
	PLYG-SC10130.06.16-3	TAS 103 & TAS 110	06/27/16
	PLYG-SC10130.06.16-1	ASTM D1970 & TAS 110	06/27/16
	PLYG-SC10130.09.16	ASTM D1623	09/22/16
	PLYG-SC13035.08.17	TAS 103 & ASTM D4798	10/31/17
NEMO ETC, LLC	PLYG-SC13320.10.17-R1	TAS 103	10/25/17
	4-PLYG-18-004.03.18	ASTM D1970	03/29/18
	4S-PLYG-18-002.01.19-A	ASTM D6163	01/24/19
	4j-PLYG-19-SSUDL-00.A	ASTM D1970	09/10/19
	4S-PLYG-18-004.10.19-G	TAS 103	10/08/19
	4S-PLYG-18-004.10.19-I	TAS 103	10/08/19
	4S-PLYG-18-004.10.19-L	TAS 103	10/09/19
	4S-PLYG-18-004.12.19-F	TAS 103	12/18/19
	4j-PLYG-19-SSUDL-02.A	TAS 103	01/02/20
	4S-PLYG-18-004.01.20-H	ASTM D1970	01/14/20
	4S-PLYG-18-004.01.20.K	ASTM D1970	01/14/20
	4S-PLYG-18-004.01.20.A	TAS 103	01/16/20
	4S-PLYG-18-004.01.20.B	ASTM D6164	01/16/20
	4p-DOW-19-SSLAP-01.A.R2	ASTM D1623	02/10/20
	PLYG-SC15855.05.20-A	TAS 103 & TAS 110	05/29/20
	4j-PLYG-20-SSUDL-10.A	ASTM D1970	10/09/20
	4S-PLYG-18-004.12.19.D	ASTM D1970	10/27/20
	4j-PLYG-19-SSUDL-01.A	TAS 103	11/18/20
	4j-PLYG-20-SSUDL-05.C	TAS 103	11/19/20

EVIDENCE SUBMITTED

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
	4j-PLYG-20-SSUDL-05.A	ASTM D1970	11/19/20
	4p-ICP-20-SSLAP-03.A-R1	ASTM D1623	03/04/21
	PLYG-SC15855.06.20-B	ASTM D4073	05/12/21
	4j-PLYG-21-SSUDL-03.A	ASTM D1970	10/29/21
	4j-PLYG-20-SSUDL-07.A	ASTM D1623	10/29/21
	4j-PLYG-20-SSUDL-09.A	TAS 103	10/29/21
	4j-PLYG-21-SSUDL-04.B	ASTM D1970	01/17/22
	4j-PLYG-21-SSUDL-09.A	ASTM D1970	02/14/22
	4j-PLYG-21-SSUDL-04.A.R1	TAS 103	07/05/22
	4j-PLYG-22-SSUDL-01.A	ASTM D1970	09/08/22
	4j-PLYG-22-SSUDL-02.A	ASTM D1970	09/08/22
	4j-PLYG-22-SSUDL-03.A	ASTM D1970	09/08/22
	4j-PLYG-21-SSUDL-02.A	ASTM D4073	10/12/22
	4j-PLYG-22-SSUDL-06.A	TAS 103	06/14/23
	4j-PLYG-23-SSUDL-05.A	ASTM D226 & ASTM D2626	08/31/23
	4j-PLYG-23-SSUDL-05.B	TAS 117(B)	08/31/23
	4j-PLYG-21-SSUDL-04.A.2	TAS 103	11/13/23
	4j-PLYG-23-SSUDL-04.A	TAS 103	12/12/23
	4j-PLYG-23-SSUDL-03.A	TAS 103	02/08/24
	4j-PLYG-SSUDL-002.A	ASTM D1970	03/05/24

LABELING:

1. All membranes or packaging shall bear the imprint or identifiable marking of the manufacturer's name or logo, city and state of manufacturing facility and the following statement: "Miami-Dade County Product Control Approved" or the Miami-Dade County Product Control Seal as shown below.

**BUILDING PERMIT REQUIREMENTS:**

Application for building permit shall be accompanied by copies of the following:

1. This Notice of Acceptance.
2. Any other documents required by the Building Official or applicable building code in order to properly evaluate the installation of this materials.



INSTALLATION PROCEDURES:

Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(1):	Anchor sheet mechanically fastened to deck, membrane adhered
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4" head lap. (for base sheet only)
Membrane:	Polystick XFR , self-adhered.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.
Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(2):	Anchor sheet mechanically fastened to deck, membrane adhered
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4" head lap. (for base sheet only)
Membrane:	Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polystick MTS Plus, Polyflex SA P or ELASTOFLEX SA V , self-adhered.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.
Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(3):	Anchor sheet mechanically fastened to deck, membrane adhered
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4" head lap. (for base sheet only)
Membrane:	Elastoflex S6 G , hot asphalt applied.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.

Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(4):	Base sheet mechanically fastened to deck, subsequent cap membrane self- adhered.
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4" head lap. (for base sheet only)
Ply Sheet:	Polystick MTS or Polystick MTS Plus , self-adhered with minimum 3" horizontal laps and minimum 6" vertical laps.
Membrane:	Polystick TU Plus, HydraGuard Tile Pro or HydraGuard Dual Pro , self-adhered.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.
Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(5):	Base sheet mechanically fastened to deck, subsequent cap membrane self- adhered.
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4"head lap. (for base sheet only)
Ply Sheet:	Polystick MTS or Polystick MTS Plus , self-adhered with minimum 3" horizontal laps and minimum 6" vertical laps.
Membrane:	Polystick TU Max , self-adhered.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.

Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(6):	Base sheet mechanically fastened to deck, subsequent cap membrane self- adhered.
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4"head lap. (for base sheet only)
Ply Sheet:	Polystick MTS or Polystick MTS Plus , self-adhered with minimum 3" horizontal laps and minimum 6" vertical laps.
Membrane:	Polystick TU P , self-adhered.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.
Deck Type 1:	Wood, non-insulated
Deck Description:	Min. 19/32" plywood or wood plank
System Type E(7):	Base sheet mechanically fastened to deck, subsequent cap membrane self-adhered.
Anchor/Base Sheet:	One or more plies of ASTM D 226 Type II or ASTM D 2626.
Fastening:	Per FBC 1518.2 & 1518.4 Nails and tin caps 12" grid, 6" o.c. at a minimum 4"head lap. (for base sheet only)
Ply Sheet:	Polystick MTS or Polystick MTS Plus , self-adhered with minimum 3" horizontal laps and minimum 6" vertical laps.
Membrane:	Polystick MTS or Polystick MTS Plus , self-adhered.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.

Deck Type 1:	Wood, non-insulated
Deck Description:	19/32" PS 1-09 rated, 40/20 span rating, Exposure 1, CDX, 4-ply or greater plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type E(8):	Anchor/Base sheet mechanically fastened to deck. Membrane subsequently adhered.
Anchor/Base Sheet:	Polyanchor HV , mechanically attached to the deck as described below:
Fastening:	Attach base sheet using 12 ga. x 1-1/2" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps spaced 6" o.c. in a 4" lap and 12" o.c. in two staggered rows.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/2" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-45 psf*

* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.

**Winter Haven, FL. manufacturing location only.



Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, Exposure 1, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type E(9):	Anchor/Base sheet mechanically fastened to deck. Membrane subsequently adhered.
Anchor/Base Sheet:	Polyanchor HV , mechanically attached to the deck as described below:
Fastening:	Attach base sheet using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps spaced 8" o.c. in a 4" lap and 8" o.c. in three equally spaced center rows.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-60 psf*
* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.	

****Winter Haven, FL. manufacturing location only.**

Deck Type 1:	Wood, non-insulated
Deck Description:	19/32" PS 1-19 rated, 40/20 span rating, CDX, 4-ply or greater plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type E(10):	Anchor/Base sheet mechanically fastened to deck. Membrane subsequently adhered.
Anchor/Base Sheet:	Tamko #30 Felt , mechanically attached to the deck as described below:
Fastening:	Attach base sheet using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps spaced 6" o.c. in a 4" lap and 6" o.c. in three equally spaced center rows.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-67.5 psf*
* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.	

**Winter Haven, FL. manufacturing location only.

Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type E(11):	Anchor/Base sheet mechanically fastened to deck. Membrane subsequently adhered.
Anchor/Base Sheet:	Polyanchor HV , mechanically attached to the deck as described below:
Fastening:	Attach base sheet using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps, Trufast VERSA-FAST Fasteners with Trufast VERSA-FAST Metal Plates, Trufast #12 DP Fasteners with Trufast 3" Metal Insulation Plates, Defkast DF-#12-PH3 fasteners with Dekfast PLT-R-3 plates, Dekfast PLT-H-2-7/8 plates, OMG #12 Standard Roofgrip fasteners with OMG 3" Round Metal Plates, and OMG AccuTrac Flat Bottom plates spaced 8" o.c. in a 4" lap and 8" o.c. in three staggered rows in the field.
Membrane:	Polystick TU Plus**, HydraGuard Dual Pro** or HydraGuard Tile Pro** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-67.5 psf*

* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.

**Winter Haven, FL. manufacturing location only.



Deck Type 1:	Wood, non-insulated
Deck Description:	19/32" PS 1-09 rated, 40/20 span rating, CDX, 4-ply or greater plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type E(12):	Anchor/Base sheet mechanically fastened to deck. Membrane subsequently adhered.
Anchor/Base Sheet:	Polyanchor HV , mechanically attached to the deck as described below:
Fastening:	Attach base sheet using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps spaced 10" o.c. in a 4" lap and 10" o.c. in three staggered rows.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-75 psf*
* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.	

**Winter Haven, FL. manufacturing location only.

Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type E(13):	Anchor/Base sheet mechanically fastened to deck. Membrane subsequently adhered.
Anchor/Base Sheet:	Polyanchor HV , mechanically attached to the deck as described below:
Fastening :	Attach base sheet using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps spaced 24" o.c. in a 4" lap into the intermediate supports and eight rows in the field fastened 24" o.c. into the intermediate supports.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-75.0 psf*

* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.

**Winter Haven, FL. manufacturing location only.

Deck Type 1:	Wood, non-insulated
Deck Description:	19/32" plywood or wood plank
System Type F(1):	Membrane adhered direct to deck.
Membrane:	Polystick IR-Xe, Polystick MTS Plus, Polystick TU Max, Polystick TU Plus or Polystick XFR , self-adhered in accordance with FBC HVHZ 1518.2.1(1) and back-nailed using 12 ga. x 1- ¹ / ₂ " long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1- ⁵ / ₈ " diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2. Tile Roofing is not an approved roof covering for use with this assembly.
Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type F(2):	Membrane adhered direct to deck.
Membrane:	Polystick TU Plus**, HydraGuard Dual Pro** or HydraGuard Tile Pro** , back-nailed using 12 ga. x 1- ¹ / ₄ " long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1- ⁵ / ₈ " diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-82.5 psf*
* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.	
**Winter Haven, FL. manufacturing location only.	



Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, Exposure 1, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type F(3):	Base ply adhered direct to deck. Membrane subsequently adhered.
Base Ply:	Polystick MTS Plus** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-97.5 psf*

* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.

**Winter Haven, FL. manufacturing location only.

Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type F(4):	Base ply adhered direct to deck. Membrane subsequently adhered.
Base Ply:	Polystick MTS Plus** , self-adhered with minimum 4" lap width and back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Membrane:	Polystick TU Plus** , HydraGuard Dual Pro** or HydraGuard Tile Pro** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-97.5 psf*

* Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.

**Winter Haven, FL. manufacturing location only.



Deck Type 1:	Wood, non-insulated
Deck Description:	15/32" PS 1-09 rated, 32/16 span rating, CDX, 4-ply plywood or wood plank secured with 0.113" x 2-3/8" ring shank nails spaced 6" o.c. along the perimeter and intermediate supports maximum spaced 24" o.c.
System Type F(5):	Membrane adhered direct to deck.
Membrane:	Polystick TU Max** , back-nailed using 12 ga. x 1-1/4" long x 3/8 head diameter annular ring shank roofing nails with 32 ga., 1-5/8" diameter tin caps max 12" o.c.
Surfacing:	See General Limitation 2.
Underlayment Uplift Design Pressure:	-105 psf*

*** Underlayment Uplift Design Pressure rating above is included for additional analysis of the underlayment assembly only by the Authority Having Jurisdiction. This value does not include the roof system. Refer to roof system NOA for maximum design pressure of the final roof assembly.**

****Winter Haven, FL. manufacturing location only.**

INSTALLATION REQUIREMENTS:

1. All nails in the deck shall be carefully checked for protruding heads. Re-fasten any loose deck panels, and sweep the deck thoroughly to remove any dust and debris prior to application.
2. Place the underlayment over metal drip edge in accordance with RAS 111.
3. Place the first course of membrane parallel to the eave, rolling the membrane to obtain maximum contact. Remove the release film as the membrane is applied. All side laps shall be a minimum of 3" and end laps shall be a minimum of 6". Roll the membrane into place after removing the release strip. Vertical strapping of the roof with Polystick is acceptable. Membrane shall be back nailed in accordance with applicable building code.
4. When applying the membrane in the valley, start at the low point and work to the high point, rolling the membrane from the center outward in both directions.
5. For ridge applications, center the membrane and roll from the center outward in both directions.
6. Roll or broom the entire membrane surface so as to have full contact with the surface, giving special attention to lap areas.
7. Flash vent pipes, stacks, chimneys and penetrations in compliance with Roof Assembly current Product Control Notice of Acceptance.
8. All protrusions or drains shall be initially taped with a 6" piece of underlayment. The flashing tape shall be pressed in place and formed around the protrusion to ensure a tight fit. A second layer of Polystick shall be applied over the underlayment.



GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance.
2. **Polystick TU Plus, HydraGuard Dual Pro, and HydraGuard Tile Pro** may be used in asphaltic shingles, wood shakes and shingles, non-structural metal roofing, adhered roof tile using adhesives listed in the table below, and mechanically fastened roof tile systems and quarry slate roof assemblies.
Polystick XFR, Polystick MTS, and Polystick MTS Plus may be used in asphaltic shingles, wood shakes and shingles, non-structural metal roofing, mechanically fastened roof tile systems and quarry slate roof assemblies.
Polystick TU P may be used in asphaltic shingles, wood shakes and shingles, adhered roof tile using adhesives listed in the table below, and mechanically fastened roof tile systems and quarry slate roof assemblies.
Polystick IR-Xe may be used in asphaltic shingles, wood shakes and shingles, and quarry slate roof assemblies.
Polystick TU Max may be used in non-structural metal roofing, adhered roof tile using adhesives listed in the table below, and mechanically fastened roof tile systems.
Elastoflex S6 G, and Polyflex SA P may be used in adhered roof tile using adhesives listed in the table below and mechanically fastened roof tile systems.
ELASTOFLEX SA V may be used in asphaltic shingles, wood shakes and shingles, non-structural metal roofing, mechanically fastened roof tile systems and quarry slate roof assemblies.

Roof Tile Adhesives Approved for Use with Tile Underlayment					
	ICP Adhesive Polyset RTA-1	ICP Adhesive Polyset AH-160	DAP Storm Bond® Roof Tile Adhesive	DAP Storm Bond® 2 Roof Tile Adhesive	DuPont TILE BOND™ Roof Tile Adhesive
Polystick TU Plus	yes	yes	yes	yes	yes
HydraGuard Dual Pro	yes	yes	yes	yes	yes
HydraGuard Tile Pro	yes	yes	yes	yes	yes
Polystick TU P	yes	yes	yes	yes	yes
Polystick TU Max	yes	yes	yes	yes	yes
Elastoflex S6 G	yes	yes	yes	yes	yes
Polyflex SA P	yes	yes	yes	yes	yes

3. Deck requirements shall be in compliance with applicable building code.
4. **Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polystick XFR, Polystick MTS Plus, Elastoflex S6 G, Polyflex SA P or ELASTOFLEX SA V** shall be applied to a smooth, clean and dry surface. The deck shall be free of irregularities.
5. **Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polystick XFR, Polystick MTS Plus, Elastoflex S6 G, Polyflex SA P or ELASTOFLEX SA V** shall not be adhered directly over a pre-existing roof membrane as a recover system.

6. **Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polyanchor SU, Polystick XFR, Polystick MTS Plus, Elastoflex S6 G, Polyflex SA P or ELASTOFLEX SA V** shall not be left exposed as a temporary roof for longer than the amount of days listed in the table below after application. Polyglass reserves the right to revise or alter product exposure times; not to exceed the preceeding maximum time limitations.

Exposure Limitations (Days)						
	Winter Haven, FL	Hazleton, PA	Waco, TX	Fernley, NV	Ponte di Piave TV, Italy	Silvassa, India
Polystick MTS	180	180	180	180	n/a	n/a
Polystick IR-Xe	90	90	90	n/a	n/a	n/a
Elastoflex S6 G	180	180	n/a	n/a	n/a	n/a
Polystick TU Plus	180*	180*	180*	n/a	180	n/a
Polystick TU P	180	180	180	n/a	n/a	n/a
Polystick TU Max	180	180	180	n/a	180	n/a
Polystick MTS Plus	180	180	180	180	n/a	n/a
Polystick MU-X	180	180	n/a	180	n/a	n/a
HydraGuard Dual Pro	180	180	180	n/a	180	n/a
HydraGuard Tile Pro	180	180	180	n/a	180	n/a
Polyflex SA P	180	n/a	180	n/a	n/a	n/a
Polyanchor SU	n/a	n/a	n/a	n/a	n/a	90
ELASTOFLEX SA V	n/a	n/a	30	30	n/a	n/a
Polystick XFR	n/a	n/a	180	180	n/a	n/a
* If an Executive Order is in place, then the following underlayment: Polystick TU Plus may be left exposed an additional 180 days for a total of 360 days from the day of installation.						

7. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

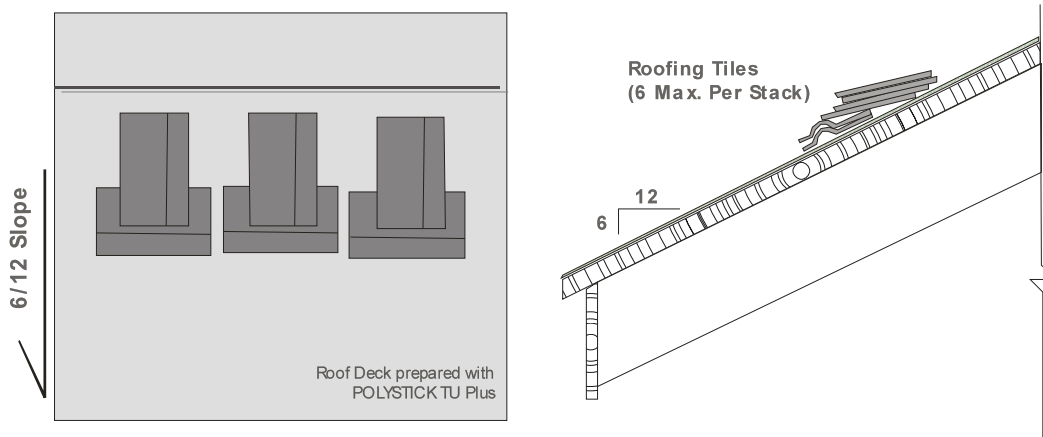
8. When loading roof tiles on roof tile underlayment for (direct-to-deck) tile assemblies, the maximum roof slope shall be as follows: (See Table Below)

Tile Slippage Limitations for Direct-to-Deck Tile Assemblies			
Underlayment	Tile Profile	Staging Method	Maximum Slope
Elastoflex S6 G	Flat / Profiled	Max. 6-tile stack (4 over 2)	4:12
Polystick TU P	Flat / Profiled	Max. 6-tile stack (4 over 2)	6:12
Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro	Flat / Profiled	Max. 6-tile stack (4 over 2)	7:12
Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro	Flat / Profiled	Max. 10-tile stack	6:12
Polystick TU Max	Flat	Max. 6-tile stack (4 over 2)	6:12
	Profiled*	Max. 6-tile stack (4 over 2)	7:12
	Profiled*	Max. 10-tile stack	6:12
	Flat*	Max. 10-tile stack	7:12
	*Only for Ponte di Piave TV, Italy		
Polystick MTS, MTS Plus	Flat Tile	Max. 6-tile stack (4 over 2)	5:12
	Profiled Tile	Max. 6-tile stack (4 over 2)	4:12
	Profiled Tile	Max. 6-tile stack (4 over 2)	5:12
Polystick XFR	Flat / Profiled	Max. 10-tile stack	6:12

Polystick Two-Ply Underlayment Systems			
Polystick MTS Plus with Polystick TU Plus, HydraGuard Dual Pro or HydraGuard Tile Pro	Flat Tile	Max. 6-tile stack (4 over 2)	7:12
	Profiled Tile	Max. 6-tile stack (4 over 2)	6:12
Polystick MTS Plus with Polystick TU Max	Flat Tile	Max. 6-tile stack (4 over 2)	7:12
	Profiled Tile	Max. 6-tile stack (4 over 2)	6:12
Polystick MTS Plus with Polystick TU P	Flat Tile	Max. 6-tile stack (4 over 2)	6:12
	Profiled Tile	Max. 6-tile stack (4 over 2)	5:12

The above slope limitations can be exceeded only by using battens in accordance with the Approved Tile System Notice of Acceptance and applicable Florida Building Code requirements. When battens are required, they shall be utilized during loading and installation of tiles.

9. Care should be taken during the loading procedure to keep foot traffic to a minimum and to avoid dropping of tile directly on the underlayment. Refer to Polyglass' Tile loading detail below for loading procedure – two tiles laid perpendicular to slope followed by a maximum four tile stack parallel to the slope, for a total of 6 tiles.



10. Refer to prepared roofing system Product Control Notice of Acceptance for listed approval of this product with specific prepared roofing products. **Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polystick XFR, Polystick MTS Plus, Elastoflex S6 G, Polyflex SA P or ELASTOFLEX SA V** may be used with any approved roof covering Notice of Acceptance listing **Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polystick XFR, Polystick MTS Plus, Elastoflex S6 G, Polyflex SA P or ELASTOFLEX SA V** as a component part of an assembly in the Notice of Acceptance.

If **Polystick IR-Xe, Polystick MU-X, Polystick TU Max, Polystick TU P, Polystick TU Plus, HydraGuard Dual Pro, HydraGuard Tile Pro, Polystick MTS, Polystick XFR, Polystick MTS Plus, Elastoflex S6 G, Polyflex SA P or ELASTOFLEX SA V** are not listed, a request may be made to the Authority Having Jurisdiction (AHJ) or the Miami-Dade County Product Control Section for approval provided that appropriate documentation is provided to detail compatibility of the products, wind uplift resistance, and fire testing results.

POLYGLASS GENERAL APPLICATION GUIDELINES FOR POLYSTICK MEMBRANES

PLEASE CHECK WITH LOCAL BUILDING CODES REGARDING LIMITATIONS OF SPECIFIC APPLICATIONS.

LOCAL CODES MAY SUPERSEDE POLYGLASS REQUIREMENTS AND RECOMMENDATIONS.

1. Polyglass does accept the direct application of Polystick underlayment membranes to wood decks. Installers are cautioned to refer to applicable local building codes prior to direct deck installation to ensure this is acceptable. Please also refer to applicable Product Data Sheets of the corresponding products.
2. All rolls, with the exception of Polystick TU Plus, HydraGuard Dual Pro or HydraGuard Tile Pro should be back-nailed in selvage edge seam as per Polyglass Back Nailing Guide. Nails shall be, 11 gauge ring shank type, applied with a minimum 1 5/8" metal disk as required in Miami-Dade County or simplex type nail as otherwise allowable in other regions, at a minimum rate of 12" o.c. Polystick TU Plus, HydraGuard Dual Pro or HydraGuard Tile Pro should be back nailed in designated area marked "nail area, area para clavar" on the face of membrane, with the above stated nails and/or disks. The head lap membrane is to cover the area being back-nailed. (Please refer to applicable local building codes prior to installation.)
3. All seal lap seams (selvage laps) must be rolled with a hand roller to ensure full contact.
4. All fabric over fabric; and granule over granule end laps, shall have a 6" wide, uniform layer of Polyglass POLYPLUS 50, XtraFlex 50 Premium Modified Wet/Dry Cement or Polyglass PG 500 applied in between the application of the lap. The use of mastic between the laps does not apply to Polystick MTS.
5. A maximum of 6 tiles per stack are allowed when loading tile on the underlayments. Refer to the Polyglass Tile Loading Guidelines. See General Limitations #8 and #9.
6. Battens and/or Counter-battens, as required by the tile manufacturers NOA, must be used on all projects for pitch/slopes of 7"/12" or greater. It is suggested that on pitch/slopes in excess of 6 1/4"/12", precautions should be taken, such as the use of battens to prevent tile sliding during the loading process.
7. Minimum cure time after membrane installation & before loading of roofing tiles is Forty-Eight (48) Hours.
8. Polystick membranes may not be used in any exposed application such as crickets, exposed valleys, or exposed roof to wall details.
9. Repair of Polystick membranes is to be accomplished by applying Polyglass POLYPLUS 50, XtraFlex 50 Premium Modified Wet/Dry Cement or Polyglass PG 500 to the area in need of repair, followed by a patch of the Polystick material of like kind should be set and hand rolled in place over the area needing such repair. Patching membrane shall be a minimum of 6 inches in either direction. The repair should be installed in such a way so that water will run parallel to or over the top of all laps of the patch.
10. All self-adhered membranes must be rolled to ensure full contact with approved substrates. Polyglass requires a minimum of 35 lbs for a weighted roller for the rolling of the field membrane. Hand rollers are acceptable for rolling of patches or small areas of the roof. Brooming may be used where slope prohibits rolling.
11. All approved substrates should be dry, clean and properly prepared, before any application of Polystick membranes commences. An approved substrate technical bulletin can be furnished upon request. It is recommended to refer to applicable building codes prior to installation to verify acceptable substrates.
12. The Polyglass Miami-Dade Notice of Acceptance (NOA) approval for Polystick membranes can be furnished upon request by our Technical Services Department by calling 1 (800) 894-4563.
13. Questions in regards to the application of Polyglass products should be directed to our Technical Services Department at 1 (800) 894-4563.
14. Polyglass recommends that applicators follow good roofing practices and applicable procedures as outlined by the National Roofing Contractors Association (NRCA).

PLEASE CHECK WITH LOCAL BUILDING CODES REGARDING LIMITATIONS OF SPECIFIC APPLICATIONS.

LOCAL CODES MAY SUPERSEDE POLYGLASS REQUIREMENTS AND RECOMMENDATIONS

END OF THIS ACCEPTANCE



NOA No.: 24-0805.04
 Expiration Date: 09/13/27
 Approval Date: 09/26/24
 Page 23 of 23



**DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION
NOTICE OF ACCEPTANCE (NOA)**

**MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION**
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

Mid-States Asphalt and Cant Strip, Inc.
1637 51st Avenue
Tuscaloosa, AL. 35401

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: #30 Asphalt Saturated Organic Felt

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA consists of pages 1 through 3.

The submitted documentation was reviewed by Jorge L. Acebo.



NOA No.: 23-0112.07
Expiration Date: 05/11/28
Approval Date: 05/11/23
Page 1 of 3

ROOFING COMPONENT APPROVAL

Category: Roofing
Sub-Category: Underlayments
Material: Asphalt

SCOPE:

This NOA approves **#30 Asphalt Saturated Organic Felt** as manufactured by Mid-States Asphalt and Cant Strip, Inc., as described in this Notice of Acceptance; designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
#30 Asphalt Saturated Organic Felt	36" x 72' rolls	ASTM D 226 Type II	Asphalt saturated organic felt designed for use as an underlayment with asphalt shingles.

MANUFACTURING LOCATIONS:

1. Griffin, GA
2. Tuscaloosa, AL

EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Test Name/Report</u>	<u>Date</u>
PRI Construction Materials Technologies	1085T0033	ASTM D 226 Type II	08/30/22
	1085T0042	ASTM D 226 Type II	12/21/22

INSTALLATION

1. #30 Asphalt Saturated Organic Felt and its components shall be installed in strict compliance with applicable Building Codes.
2. #30 Asphalt Saturated Organic Felt shall be installed with 4-inch head laps in a single layer fashion and a 6-inch end lap.
3. #30 Asphalt Saturated Organic Felt shall be fastened with corrosion resistant tin-caps and 12 gauge 1-1/4" annular ring-shank nails, spaced 6" o.c. at the laps and two (2) staggered rows in the field spaced 12" o.c.
4. #30 Asphalt Saturated Organic Felt may be used with asphaltic shingles, wood shakes and shingles, non-structural metal roofing, quarry slate, and tile roofing when used as a mechanically attached base sheet.



NOA No.: 23-0112.07
 Expiration Date: 05/11/28
 Approval Date: 05/11/23
 Page 2 of 3

BUILDING PERMIT REQUIREMENTS:

Application for building permit shall be accompanied by copies of the following:

1. This Notice of Acceptance.
2. Any other documents required by the Building Official or applicable building code in order to properly evaluate the installation of this material.

LIMITATIONS:

1. Fire classification is not part of this acceptance; refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. #30 Asphalt Saturated Organic Felt shall not be left exposed for more than 30 days.
3. This acceptance is for prepared roofing applications. Minimum deck requirements shall be in compliance with applicable building code.
4. All packaging shall bear the imprint or identifiable marking of the manufacturer's name or logo and a yellow line in the center of the roll to identify the ASTM Standard designation or the Miami-Dade County Product Control Seal as shown below.



END OF THIS ACCEPTANCE



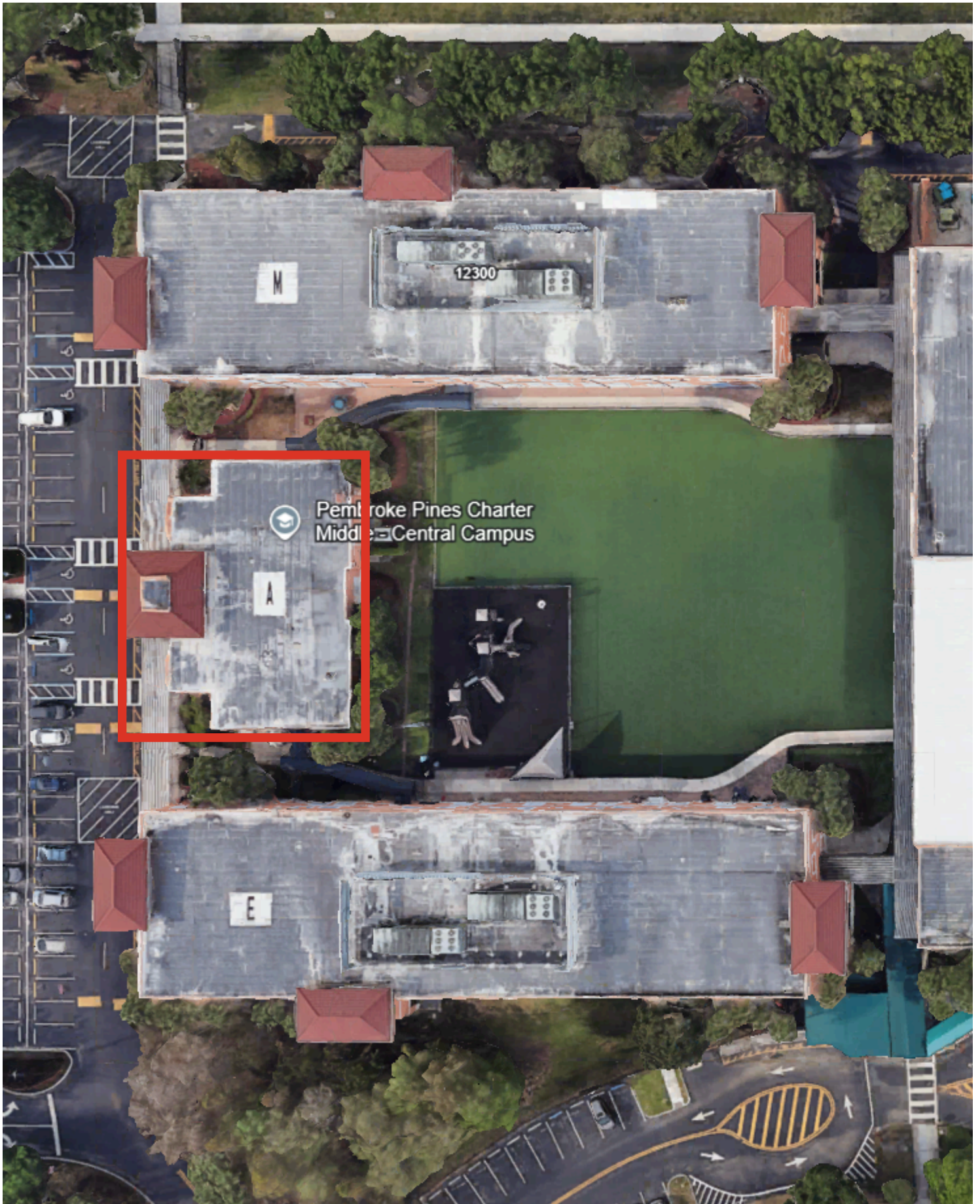
Exhibit "A"



Exhibit "A"



Exhibit "A"



Dated: December 3, 2024

Job Order # 24R1313

City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33024
Attn: Matt Desharnais

RE: Field Withdrawal Resistance Test
Central Campus Building A
12350 Sheridan Street
Pembroke Pines, FL 33026

Dear Sir or Madam:

Pursuant to your request, Federal Engineering & Testing, Inc. (FE&T) has performed a field withdrawal resistance test in compliance with Testing Application Standard TAS-105 and the Florida Building Code High Velocity Hurricane Zone at the above referenced site. The purpose of our test was to determine the uplift capacity of the mechanical fasteners at the above referenced project. FE&T is a Miami Dade Certified Testing Laboratory (Certification #21-0201.02).


On December 2, 2024, our field representative visited the referenced site and conducted fourteen (14) field withdrawal resistance tests on the 8" screw fasteners into the metal deck. All tests were found in compliance with the Florida Building Code and TAS-105. See attached copies of TAS-105 forms with test results.

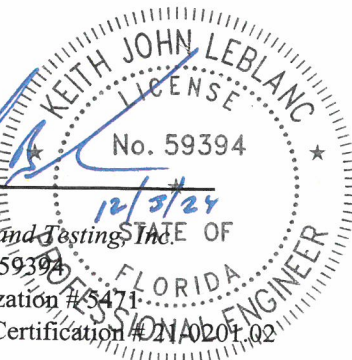
The test results presented reflect the condition of the roof system at the time of the test. These results are time and sample dependent since roof conditions are continuously changing due to exposure to the elements. All tests were conducted according to the Florida Building Code Test Protocol TAS-105 using a calibrated Comten Industries Fastener Tester Model No.DFG 2W2000 (see attached calibration).

FE&T is an independent third party providing un-biased testing information and results. FE&T is not affiliated with our client nor do we have any financial interest in the project or determination of the test results.

Federal Engineering & Testing, Inc., appreciates the opportunity to be of service to you at this phase of your project. If you have any questions or comments, please give us a call. It has been a pleasure working with you and look forward to doing so in the near future.

Sincerely,


Keith LeBlanc, P.E.
Federal Engineering and Testing, Inc.
Florida Reg. Number 59394
Certificate of Authorization #5471
Miami-Dade County Certification #21-0201.02



Attachments include the following:
Field Withdrawal Resistance Test Results
Field Sketch
Comten Calibration

Florida Building Code Test Protocol TAS-105
Building Code Compliance Office
Testing Application Standard TAS 105-20

Field Withdrawal Resistance Test Results

General Information:

Job Name: Central Campus Building A

Job Address: 12350 Sheridan Street
Pembroke Pines, FL 33026

Contact Individual
at jobsite (if any) Matt Desharnais

Testing Agency / Equipment Information:

Note: The undersigned acknowledges that all testing has been conducted and results have been reported in compliance with Florida Building Code Test Protocol TAS-105

Testing Agency Name: Federal Engineering & Testing Inc.

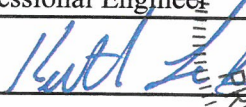
Company Address: 3370 NE 5th Avenue, Oakland Park, FL 33334

Company Telephone: (954) 784-2941

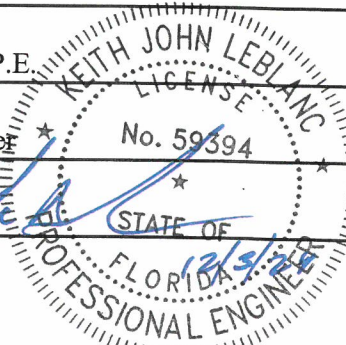
Company Fax: (954) 784-7875

Representative Name: Mr. Keith LeBlanc P.E.

Representative Title: Professional Engineer

Signature: 

Testing Apparatus: Comten Industries Fastener Tester Model DFG2W2000



Building / Roof System Information:

Area Number: 1

Roof Area Height 25 ft.

Roof Area Length 12 ft.

Second Largest Dimension 10 ft.

Total Roof Area 120 ft²

2 sq.

Perimeter Area 40 ft²
(See RAS 117)

Building / Roof System Information:

Area Number: 2

Roof Area Height 15 ft.

Roof Area Length 105 ft.

Second Largest Dimension 69 ft.

Total Roof Area 6451 ft²

65 sq.

Perimeter Area 1956 ft²
(See RAS 117)

Building / Roof System Information:

Area Number: _____

Roof Area Height _____ ft.

Roof Area Length _____ ft.

Second Largest Dimension _____ ft.

Total Roof Area _____ ft²

_____ sq.

Perimeter Area _____ ft²
(See RAS 117)

Field Withdrawal Resistance Recording Sheet

Component to be secured:

- ☐ Insulation
☐ Membrane
☐ Anchor or Basesheet
☐ Woodblocking
☐ Metal Profiles
☒ Resistance Verification Only

Area Number 1 & 2

(Refer to deck dimensions on Page No. 2)

Fastener Type: Screw

Fastener Manufacturer: _____

Predrilled: Yes ☒ No ☐

If Yes, Drill Bit Size: _____ "diameter

Hole Depth: 8"

See Section 8 to determine number of tests (If drill is high tolerance include range in 1/1000" tolerance)

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
1	1327	3
2	1174	2
3	1160	1
4	862	1'
5	1352	3
6	820	3
7	721	3
8	744	2
9	1019	2
10	739	2
11	916	1
12	821	1
13	790	1'
14	801	1'
15		
16		
17		
18		
19		
20		
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22		
23		
24		
25		

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
26		
27		
28		
29		
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37		
38		
39		
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50		

Fastener Installation Information:

Is the fastener a self driller? ☒ Yes ☐ No

If yes, list the type of tool used for fastener installation: Cordless Drill

Speed of tool: Variable rpm/s

Number of tests conducted: n= 14

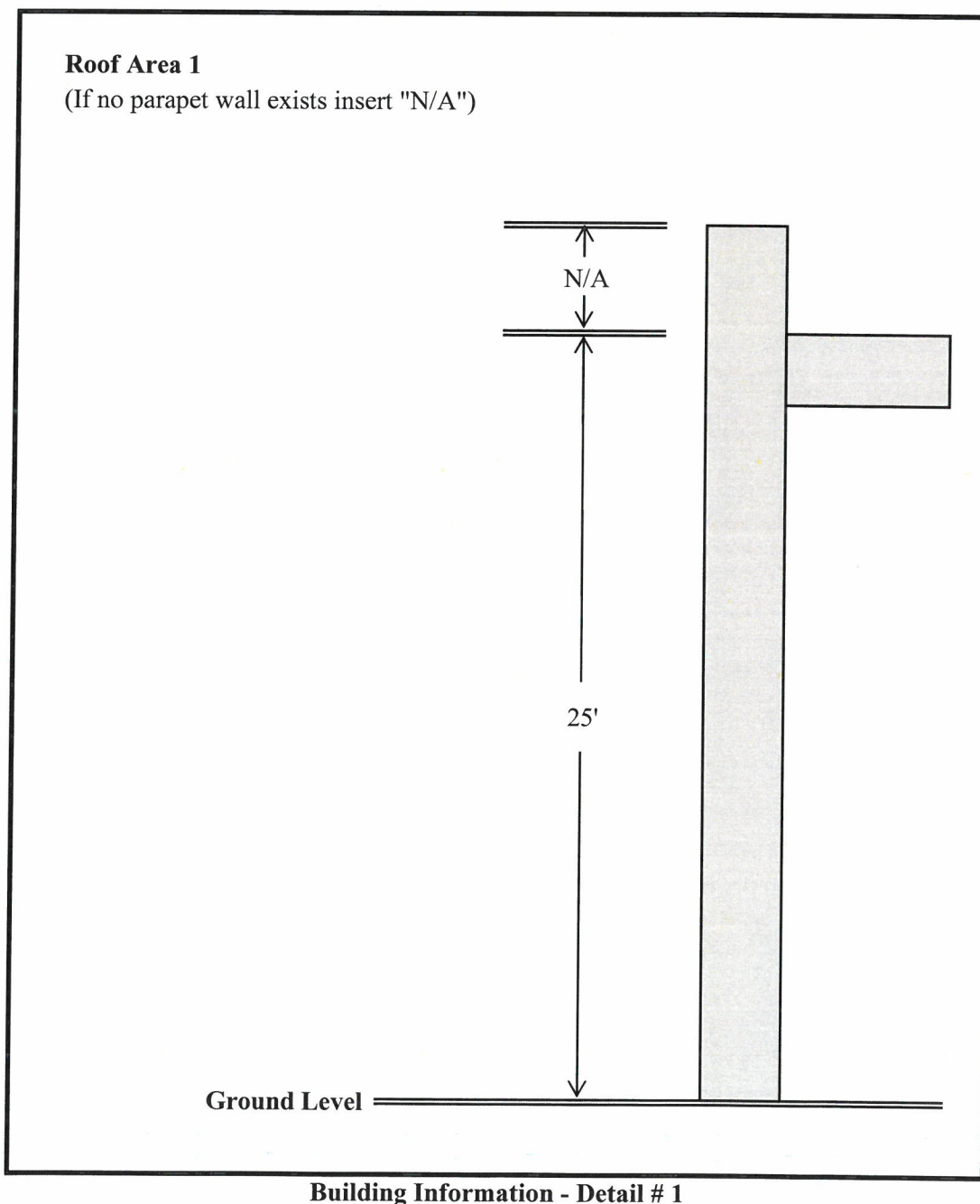
* See Section 8 of Test Protocol TAS 105

* Note the locations of all tests on "Building Information" Detail #1, attached)

Mean Failure Load	F=	946.14	lbf
Sample Standard Deviation	Sf=	220.52	lbf
Minimum Characteristic Resistance Force	F'=	914.07	lbf

Notes:

- 1) Use of the results herein to determine the required number of fasteners for insulation attachment or an acceptable anchor or base sheet fastener spacing, as outlined in RAS 117, shall utilize the minimum characteristic resistance force (F'), determined in compliance with Section 9 of TAS 105. No margin of safety shall be applied to field withdrawal resistance test results determined in compliance with TAS 105.
- 2) A safety factor of 2 to 1 shall be applied to all results of laboratory testing.
- 3) The following pages shall be completed for each roof area and included with all Field Withdrawal Resistance Test Recording Sheets.



Roof Area 2

Insert Building & Parapet

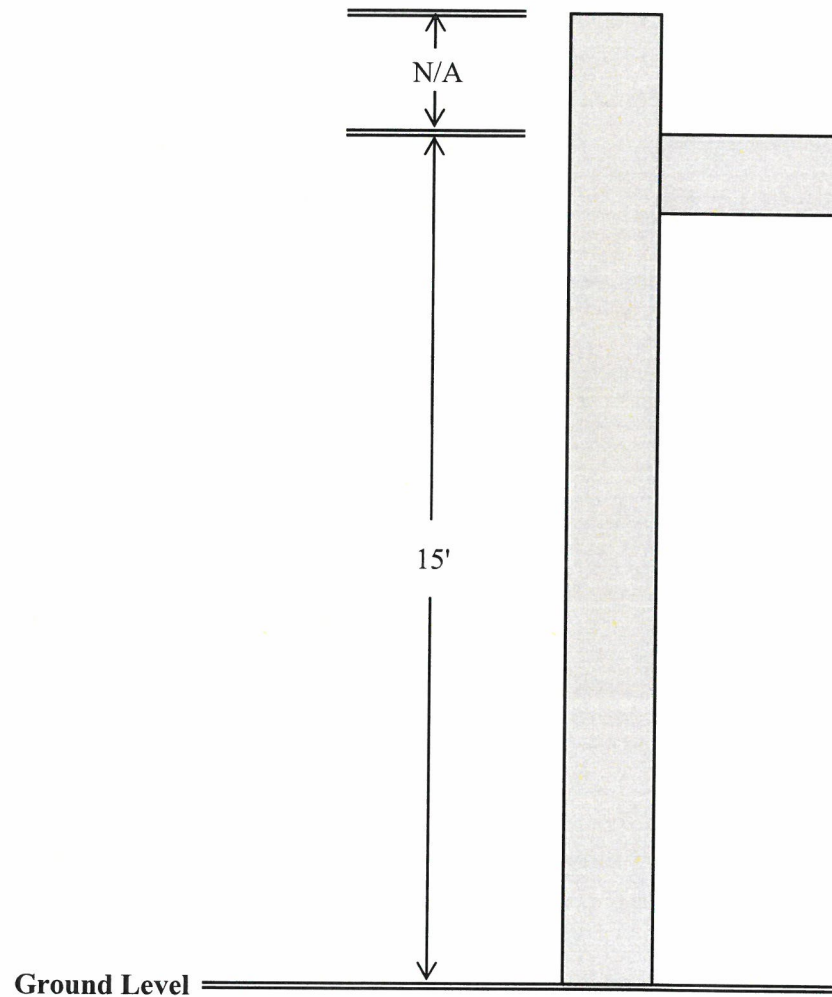
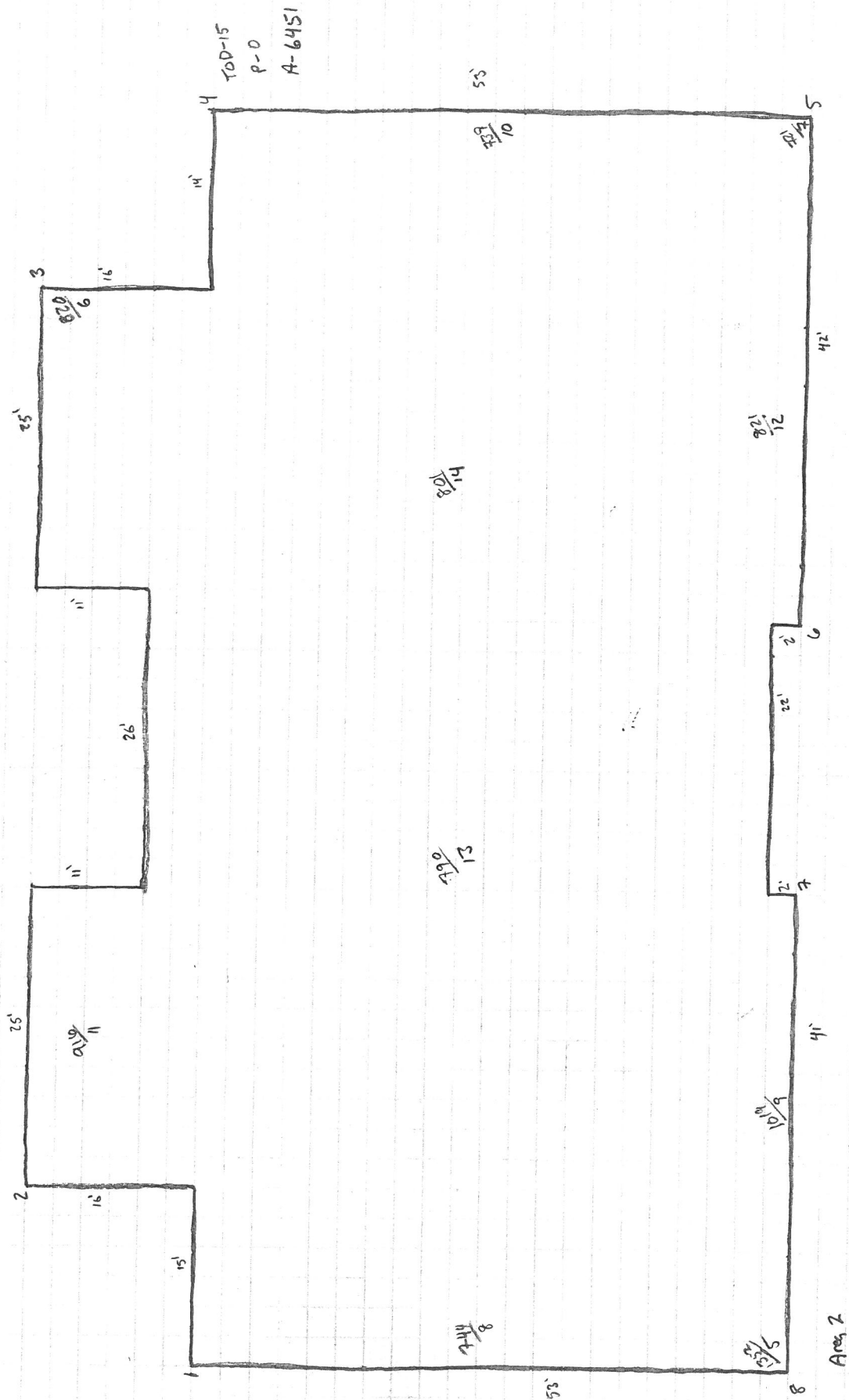
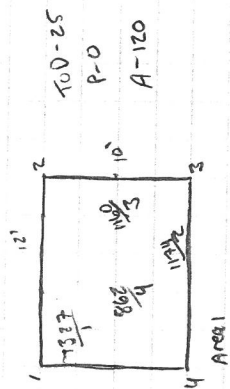
(If no parapet wall exists insert "N/A")**Building Information - Detail # 2**

Exhibit "A"



N → 12350 Sheridan St Pembroke Pines
NTS - Job Address - City, State

**CARDINAL®**

Miami Branch | (954) 563-4120 | miami@cardet.com
3215 NW 10th Terrace #203, Oakland Park, FL 33309

CERTIFICATE OF CALIBRATION

OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>38506</u>
SCALE TYPE:	<u>PULL TESTER</u>	CALIBRATION DATE:	<u>10/02/24</u>
MANUFACTURER:	<u>COMTEN / ASHCROFT</u>	RECALIBRATION DUE:	<u>JANUARY 2025</u>
MODEL NUMBER:	<u>DFG2W2000</u>	TECHNICIAN:	<u>SCOTT</u>
SERIAL NUMBER:	<u>32111025 / WT #1 NEW</u>	CAPACITY:	<u>2,000 LB</u>
PROCEDURE USED:	<u>TEST WEIGHT</u>	DIVISIONS:	<u>.1 LB</u>

THIS DOCUMENT CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN TESTED AND FOUND TO BE
WITHIN 5% OF THE FIRST 500 LB. OF A TEST LOAD AND WITHIN 10% OF A TEST LOAD BETWEEN
501 LB AND 2,000 LB

THE STANDARDS USED ARE ALSO TRACEABLE TO THE NATIONAL INSTITUTE OF STANDARDS
AND TECHNOLOGY (NIST).

STANDARDS CALIBRATION DATE:	<u>11/21/2023</u>
FLORIDA STATE CERTIFICATION NO.:	<u>137</u>



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www.CardinalScale.com

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL BE ADVISED BY MAIL 30 DAYS WRITTEN LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines
Procurement
Mark Gomes, Procurement Director
601 City Center Way, Pembroke Pines, FL 33025
(954) 431-4884

QUESTION & ANSWER REPORT
IFB No. PSPW-25-01
Roof Replacement for Various City Buildings

RESPONSE DEADLINE: March 11, 2025 at 2:00 pm

Tuesday, April 1, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Address

Feb 13, 2025 12:40 PM

Question: We would like to attend the scheduled meeting, but there is no address for the venue. Please provide the address of the meeting and the 3 locations where the work will be carried out. Thank you.

Feb 13, 2025 12:40 PM

Answered: Please see Addendum #1 for the addresses of the sites.

Feb 18, 2025 8:07 AM

2. No subject

Feb 17, 2025 9:23 AM

Question: Good morning, what is the budget of the project? Thank you.

Feb 17, 2025 9:23 AM

Answered: Per Section 2.5. "Estimate Project Cost", the estimated cost is \$325,000.

Feb 18, 2025 5:38 PM

3. Manufacturer

Feb 18, 2025 12:30 PM

QUESTION & ANSWER REPORT

IFB No. PSPW-25-01

Roof Replacement for Various City Buildings

Question: Regarding the shingle manufacturer Owens Corning, would it be possible to substitute an alternative manufacturer with an equivalent warranty system?

Feb 18, 2025 12:30 PM

Answered: Yes, please submit the NOA's with the highlighted alternates for approval.

Feb 19, 2025 8:02 AM

4. Shingle Spec

Feb 18, 2025 12:35 PM

Question: For the shingle specification on all three shingle roofs, it states 'Install #30 felt.' We are assuming this refers to double #30 felt, but we would like to confirm. Alternatively, would direct-to-deck installation be an option?

Feb 18, 2025 12:35 PM

Answered: Yes, the shingle specification is double #30 felt. Yes, please submit the alternate for the direct deck installation.

Feb 19, 2025 8:02 AM

5. Roof Systems

Feb 19, 2025 9:00 AM

Question: Please clarify the roof scope of work (roof systems) for every single location?

Feb 19, 2025 9:00 AM

Answered: Please refer to the scope of work: 4.4. Shingle Roof Details (Existing Metal Roofs at the Parks) 4.5. Flat Roof Details (Central Campus - Building A) 4.6. Tile Roof Detail (Central Campus - Building A)

Feb 19, 2025 2:14 PM