

Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Invitation for Bids # PSPW-22-01

General Information			
Project Cost Estimate	\$670,000	See Section 1.4	
Project Timeline	90 calendar days from NTP	See Section 1.4	
Evaluation of Proposals	Staff	See Section 1.7	
Mandatory Pre-Bid Meeting	10:00 a.m. on February 22, 2022 at the Pines Point Senior Residence 501 NE 103 rd Ave, Pembroke Pines FL, 33026.	See Section 1.8	
Question Due Date	March 1, 2022	See Section 1.8	
Proposals will be accepted until	2:00 p.m. on March 15, 2022	See Section 1.8	
5% Proposal Security / Bid Bond	Required in the event that the proposal exceeds \$200,000	See Section 4.1	
100% Payment and Performance Bonds	Required in the event that the proposal exceeds \$200,000	See Section 4.2	
Grant or Federal Funding Information	Community Development Block Grant (CDBG) Program, funded by the U.S. Department of Housing and Urban Development (HUD).	See Section 1.2	

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



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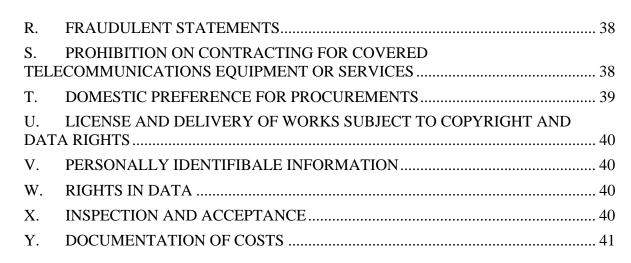
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City of Pembroke Pines

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SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

IFB # PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Solicitations may be obtained from the City of Pembroke Pines website at <u>http://www.ppines.com/index.aspx?NID=667</u> and on the <u>https://ppines.bonfirehub.com/</u> website.

If you have any problems downloading the solicitation, please contact Bonfire Support line at <u>Support@GoBonfire.com</u>.

If additional information help is needed with downloading the solicitation package please contact the City's Procurement Department at (954) 518-9020 or by email at <u>purchasing@ppines.com</u>. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <u>https://ppines.bonfirehub.com/</u> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <u>https://ppines.bonfirehub.com</u>. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, Tuesday, March 15, 2022. Proposals must be **submitted electronically at <u>https://ppines.bonfirehub.com</u>. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.**

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as <u>City offices are closed to the public</u>, due to the COVID-19 Coronavirus Pandemic.



As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.

Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

• 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 <u>https://www.webex.com/downloads.html/</u>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department City of Pembroke Pines 8300 South Palm Drive, Pembroke Pines, FL 33025 954-518-9022 purchasing@ppines.com

<u>1.2</u> PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for replacement of exterior windows, pedestrian metal doors and storefront systems as necessary at the referenced locations in accordance with the terms, conditions, and specifications contained in this solicitation.

This project is a part of the Community Development Block Grant (CDBG) Program, funded by the U.S. Department of Housing and Urban Development (HUD).

<u>1.3 GENERAL CONDITIONS</u>

The contractor shall be solely responsible for verifying all existing dimensions, quantities and job site conditions prior to submitting their bid.

- 1. Contractor will be required to schedule all work with the Project Manager.
- 2. The work must be performed Monday through Friday or as approved by the Project Manager to not interfere with ongoing facility operations.
- 3. Any use of existing parking areas shall be requested in advance.
- 4. This project is funded with through Federal Grants and therefore is subject to the Davis Bacon Act.
- 5. Contractor's use of premises:
 - Contractor shall limit their use on the premises for work and storage, to allow for owner's occupancy.
 - Contractor shall coordinate use of premises under direction of Owner representative, assume full responsibility for the 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 owner.

Product List	<u>QTY</u>
Impact Windows Apartment Style A	120
Impact Windows Apartment Style B	120
Impact Windows Apartment Style C	10
Metal Pedestrian Doors Panels	86
Storefront Systems	2

- Windows quantities are the City's estimated count, and the contractor is responsible to count and verify all openings in the attached drawings.
- Doors, quantities are the City's estimated panel count and some of the openings (for example double doors) and door styles will differ (for example fire rated or louvre). Contractor is to count and verify all openings in the attached drawings.
- Contractors are responsible verify all openings on site.

<u>1.3.1</u> Demolition of Work

- 1. Contractor to remove existing window and exterior doors assemblies including storefront systems along with rollup shutters and dispose of at the City's discretion.
- 2. Contractor shall be responsible to remove all debris from the site daily.
- 3. Contractor must not allow materials and debris generated daily to be disposed of in an illegal manner.



- 4. Demolish as required to accomplish work. All required demolition shall be included in the base bid package submitted by the contractor.
- 5. The contractor must be careful to maintain security alarms, and other existing conditions for all parts of items to remain.
- 6. Contractor shall take proper care to protect and close off work area as required for normal facility operation.
- 7. Building and tenant units will be occupied during the demolition.

1.3.2 New Work

- 1. There are 190 units at the Pines Point Senior Residence.
- 2. Install new impact window and door assemblies as required.
- 3. All impact resistant glass shall be a minimum Low-E 366 with factory applied tint.
- 4. Contractor shall use the attached product NOAs or may submit an alternate of equivalent scope for city's review and approval. The Contractor shall specify on Bonfire if proposal is an alternate.
- 5. Contractor shall, besides the attached specs, provide all required documents, like shop drawings, engineered drawings, and NOA's necessary to obtain a permit and provide submittals for approval by the project manager and engineer on record as required for normal project execution.
- 6. Replace pedestrian doors as necessary per each location. All doors are to include Von Duprin closers and Von Duprin concealed vertical devices per code.
- 7. Contractor shall provide key cylinders a minimum of 2 weeks in advance for owner to rekey prior to Contractor's installation.
- 8. Contractor shall use key way cylinder Schlage Everest T for all doors.
- 9. Frame color to match existing.
- 10. All windows and or doors removed, shall have the new assemblies installed before end of work day to ensure that building can be locked up.
- 11. Contractor is responsible to patch, stucco and paint all holes left from the removal of shutter system.
- 12. Lobby storefront doors to be installed with handicap accessible system and automated entry systems.
- 13. Any repairs required around the windows or doors due to replacement of such, shall be done by the contractor to include but not limited to, drywall, stucco, paint, polyurethane sealant, etc.
- 14. Contractor is responsible for acquiring permit and calling in all necessary inspections.

1.3.3 Warranty

The CONTRACTOR shall warranty all workmanship and products installed within this scope for a minimum of 1 (one) year from date of installation.

<u>1.4 PROJECT COST ESTIMATE & TIMELINE</u>

Staff estimates this project to cost approximately \$670,000, which does not include permit costs.

Please note that the City will waive all City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees) related to 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.

The work shall be completed within 90 days from issuance of City's Notice to Proceed.

1.4.1 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.

1.5 PROPOSAL SUBMISSION

The <u>https://ppines.bonfirehub.com</u> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

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

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.



1.5.1 Pricing Sheet

- 1. **Pricing Sheet:** The vendor must provide their pricing through the designated lines items listed on the Bonfire website under the Pricing Sheet section.
 - a. The pricing sheet contains line item for each location with space for the vendors to submit their:
 - i. Total Cost without Payment and Performance Bonds
 - ii. Cost for vendors to provide a Payment & Performance Bond, as a Percent. For example, if it would cost the vendor 3.5% of the project cost to provide a payment and performance bond, the vendor should write enter "0.035" in their response.
 - iii. The system will automatically calculate the Total Cost with Payment and Performance Bonds for each line item, so that the City can evaluate how each project will be awarded.

1.5.2 Questionnaires

- 1. Contact Information Form
- 2. Proposer's Background Information
- **3.** Vendor Registration Checklist
- 4. **References Form:** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). 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 the Reference Contact Information and the specific Project Information. Details should include the following:
 - A) References Contact Information
 - a. Name of Firm, City, County or Agency
 - b. Address
 - c. Contact Name
 - d. Contact Title
 - e. Contact E-mail Address
 - f. Contact Telephone #



- B) Project Information
 - a. Name of Contractor Performing the work
 - b. Name and location of the project
 - c. Nature of the firm's responsibility on the project
 - d. Project duration
 - e. Completion (Anticipated) Date
 - f. Size of project
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project

<u>1.5.3 Other Completed Documents</u>

1. Attachment A: Non-Collusive Affidavit

2. Proposal Security (Bid Bond Form or Cashier's Check):

- a. In the event the proposal exceeds \$200,000, the 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, in an amount not less than five percent (5%) of the amount of the base Proposal price.
- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Bonfire.
- d. 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.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY IFB # PSPW-22-01 "Replacement of Windows and Doors to Impact Rated Material at Pines Point Senior Residence" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- f. Please see SECTION 4 SPECIAL TERMS & CONDITIONS of this RFP for additional information.



<u>1.5.4</u> Additional Information

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.

1.6 VENDOR REGISTRATION DOCUMENTS

The <u>https://ppines.bonfirehub.com/</u> website will allow vendors to update their information and documents on an as-needed basis.

This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. 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).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the <u>https://ppines.bonfirehub.com</u> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

<u>1.6.1 Vendor Information Form</u>

<u>1.6.2 Form W-9 (Rev. October 2018)</u>

a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

a. 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).

 b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.6.10 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095. Florida Statues, 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").
- b. 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.

1.6.11 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

a. Lobbying:

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying.**
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. Debarment, Suspension and Other Responsibility Matters:

i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment**, **Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- 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 contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	February 8, 2022
Mandatory Pre-Bid Meeting	February 22, 2022 at 10:00 a.m.
Question Due Date	March 1, 2022
Anticipated Date of Issuance for the	March 7, 2022
Addenda with Questions and Answers	
Proposals will be accepted until	2:00 p.m. on March 15, 2022
Proposals will be opened at	2:30 p.m. on March 15, 2022
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to	TBD
City Commission award	
Issuance of Notice to Proceed	TBD
Project Commencement	TBD
Project Completion	90 days from issuance of City's Notice to Proceed.

1.8 TENTATIVE SCHEDULE OF EVENTS

1.8.1 MANDATORY PRE-BID MEETING / SITE VISIT

There will be a mandatory scheduled pre-bid meeting on **February 22, 2022 at 10:00 a.m**. Meeting location will be at the Pines Point Senior Residence 501 NW 103rd Ave, Pembroke Pines FL, 33026.

<u>Contractors may be required to sign in at any of the meetings to show proof of All</u> vendors will be required to sign in at the meeting to show proof of attendance to the



mandatory meeting. It is the vendor's responsibility to make sure that they sign in at the meeting.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals <u>must be submitted electronically</u> at <u>https://ppines.bonfirehub.com</u> on or before 2:00 p.m. on March 8, 2022.

Please note vendors should be registered on Bonfire 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.

The vendor must provide their pricing through the designated lines items listed on the <u>https://ppines.bonfirehub.com</u> website. In addition, the vendor must complete any questionnaires on the Bonfire website 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 <u>https://ppines.bonfirehub.com</u> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact <u>Support@GoBonfire.com</u> with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-22-01 "Replacement of Windows and Doors to Impact Rated Material at Pines Point Senior Residence**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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) 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.



2.6 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 ✔ □

2.6.1 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

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 ✔□

2.6.2 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 along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

- ✓ □ 2.6.3 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:
 - Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
 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

2.6.3.1 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

✓ □ 2.6.4 Umbrella/Excess Liability Insurance in the amount of <u>\$2,000,000.00</u> 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

□ × 2.6.5 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 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

✓ □ 2.6.6 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 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

X 2.6.7 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 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

□ × 2.6.8 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

□ × 2.6.9 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

2.6.10 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.

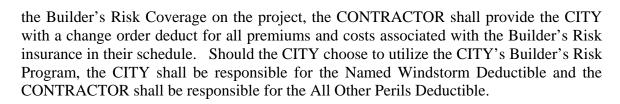
Yes No

□ × 2.6.11 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 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

2.6.12 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



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.

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 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.

2.8 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.

2.9 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.

2.10 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.

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 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.

3.2 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.

3.3 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). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion Conditions that the 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 entered through solicitation be the "Messages" section for the specific project the https://ppines.bonfirehub.com/ on website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will provided online be at https://ppines.bonfirehub.com. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire 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 Bonfire support line at <u>Support@GoBonfire.com</u> with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at <u>purchasing@ppines.com</u>.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 ESTIMATED QUANITIES

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.

3.11 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.

3.12 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.

3.13 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.

3.14 TAX EXEMPT STATUS

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

3.15 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 <u>time is of</u> <u>the essence</u>. 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.

3.16 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.

3.17 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractor, contractor. 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."

The Public Entity Crime Affidavit Form in the Vendor Registration module on the Bonfire website, 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 287.134, respectively, Section 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.

3.18 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.

3.19 FACILITIES



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

3.20 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. non-submission such The of any 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.

3.21 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.

3.22 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.

3.23 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 Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 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 p.m. 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.

3.25 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 No premiums, rebates or specified. 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).

3.26 BID PROTEST

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

3.27 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 Proposer under Successful 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.

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.

3.28 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.

3.29 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.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT



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

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, 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 of, 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 s. 215.4725, 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 Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, 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 Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.32 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 Citv'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 BONFIRE 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.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It ishereby 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.

3.34 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:

(1) 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

(2) 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:

(1) 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.

(2) 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.



(3) 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.

3.35 E-VERIFY

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

1) Definitions for this Section:

a) "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.

b) "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.

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

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

The Contractor shall comply with the c) 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 subcontract statute. the 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.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Requirements: In the event the proposal exceeds \$200,000, the 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, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Bonfire. Proposers must 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. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY - IFB # PSPW-22-01 "Replacement of Windows and Doors to Impact Rated Material at Pines Point Senior Residence" and sent to the:

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

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 he has not been notified of the acceptance of his Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. 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 his power of attorney authorizing him to do so.

4.2 PAYMENT AND PERFORMANCE BONDS

In the event the award exceeds \$200,000, 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, 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) The surety shall hold a current years. 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 be protected by coinsurance. must 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+

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

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.

4.3 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 Citv 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 City's authorized of the 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.

4.4 TAX SAVER PROGRAM

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

4.5 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.

4.6 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 sold 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.

4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts



awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to. the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is <u>funded or</u> <u>assisted under one or more Federal</u> <u>statute</u>, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in anv subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS



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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its 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).

b. The 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.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the 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 the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. 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.

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 Federal obtaining any award. Such disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal



loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2 This certification material is а representation of fact upon which reliance was placed when this transaction was made entered into. Submission or of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the

procurement of the items designated in Subpart B of 40 CFR Part 247.

K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. 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).

M. REPORTING & RETENTION OF RECORDS

CFR Pursuant to 44 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 U.S. Department of Housing and Urban Development, 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 representative authorized access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

N. 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.

O. 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.

P. 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.

Q. 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.

R. FRAUDULENT STATEMENTS

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

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Prohibitions. 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.

Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) 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; (ii) 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; (iii) 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 (iv) 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.

(2) Exceptions. This Section 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. By necessary implication and regulation, the prohibitions also do not apply to: Covered telecommunications (i) 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.

(3) **Reporting requirement**. 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 required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (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 required 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.

T. 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.

U. 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.

V. PERSONALLY IDENTIFIBALE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a emplovee CONTRACTOR or should experience any loss or potential loss of PII. the CITY shall be notified immediately of the breach or potential breach.

W. RIGHTS IN DATA

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

X. INSPECTION AND ACCEPTANCE

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.



(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

Y. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.



PEMBROKE PINES CITY COMMISSION

Frank C. Ortis MAYOR 954-450-1020 fortis@ppines.com

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Charles F. Dodge CITY MANAGER 954-450-1040 cdodge@ppines.com Addendum # 1 IFB # PSPW-22-01 "Replacement of Windows and Doors to Impact Rated Material at Pines Point Senior Residence"

A) ADDITIONAL DOCUMENTATION

In order to provide additional information and further clarification regarding the location of the windows and doors that are to be changed, the City has included the following attachments which list the locations of the windows, door panels, storefront systems and have also provided additional color coded markings on the drawings to assist bidders in identify the location of the items in question.

Attachment N1 - Windows, Door Panels, Storefront Systems Counts Attachment N2 - A-2.0 - South Tower - First Floor Plan Attachment N3 - A-2.1 - South Tower - Typ. Flr. Plan (2-5) Attachment N4 - A-2.2 - North Tower - First Floor Plan Attachment N5 - A-2.3 - North Tower - Typ. Flr. Plan (2-5) Attachment N6 - A-2.4 - Lobby Floor Plan Attachment N7 - A-2.5 - Fire Pump - Emer. Gen. Room - Flr. Plan Attachment N8 - A-5.0 - South Tower Roof Plan Attachment N9 - A-5.1 - North Tower Roof Plan

B) UPDATED PRICING SHEET

Please note that the pricing sheet will be revised to make the following changes:

Line #	Item	Qty.
0-1	Impact Windows Apartment Style A	120
	<u>U1 - Living Room Windows</u>	<u>60</u>
0-2	Impact Windows Apartment Style B	120
	U2 - Bedroom Windows	180
0-3	Impact Windows Apartment Style C	10
	Note: This line item has been removed	<u>0</u>
0-4	Metal Pedestrian Door Panels	86
0-5	Storefront Systems	2
0-6	Window Sill Replacement	1
0-7	Window Buck Replacement	1

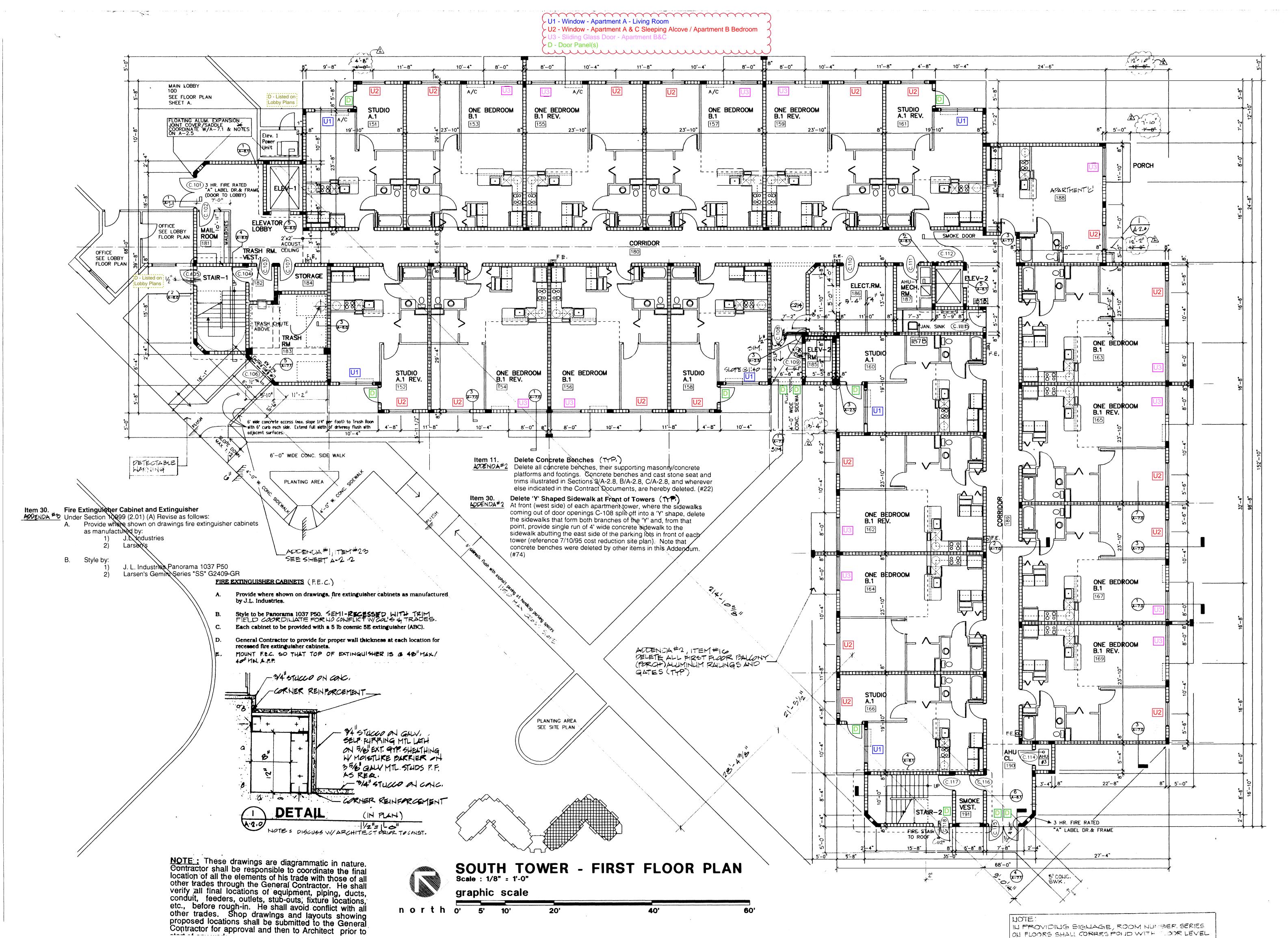
Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront
	Reference				Room	Bedroom	Windows	Panels	Systems
					Windows	Windows			-,
South	A-2.0	1	151	A	1	1	2	1	0
South	A-2.0	1	161	А	1	1	2	1	0
South	A-2.0	1	166	A	1	1	2	1	0
South	A-2.0	1	160	A	1	0	1	1	0
South	A-2.0	1	158	А	1	1	2	1	0
South	A-2.0	1	152	A	1	1	2	1	0
South	A-2.0	1	153	В	0	1	1	0	0
South	A-2.0	1	155	В	0	1	1	0	0
South	A-2.0	1	157	В	0	1	1	0	0
South	A-2.0	1	159	В	0	1	1	0	0
South	A-2.0	1	163	В	0	1	1	0	0
South	A-2.0	1	165	В	0	1	1	0	0
South	A-2.0	1	167	В	0	1	1	0	0
South	A-2.0	1	169	В	0	1	1	0	0
South	A-2.0	1	164	В	0	1	1	0	0
South	A-2.0	1	162	В	0	1	1	0	0
South	A-2.0	1	156	В	0	1	1	0	0
South	A-2.0	1	154	В	0	1	1	0	0
South	A-2.0	1	188	С	0	1	1	0	0
South	A-2.0	1	N/A	Corridor	0	0	0	2	0
South	A-2.0	1	N/A	Stair - 2	0	0	0	1	0
South	A-2.0	1	N/A	To Sidewalk	0) 0 0		2	0
South	A-2.1	2	251	А	A 1 1 2		1	0	
South	A-2.1	2	252	А	1	1	2	1	0
South	A-2.1	2	258	А			2	1	0
South	A-2.1	2	260	А	1	0	1	1	0
South	A-2.1	2	261	А	1	1	2	1	0
South	A-2.1	2	266	А	1	1	2	1	0
South	A-2.1	2	253	В	0	1	1	0	0
South	A-2.1	2	254	В	0	1	1	0	0
South	A-2.1	2	255	В	0	1	1	0	0
South	A-2.1	2	256	В	0	1	1	0	0
South	A-2.1	2	257	В	0	1	1	0	0
South	A-2.1	2	259	В	0	1	1	0	0
South	A-2.1	2	262	В	0	1	1	0	0
South	A-2.1	2	263	В	0	1	1	0	0
South	A-2.1	2	264	В	0	1	1	0	0
South	A-2.1	2	265	В	0	1	1	0	0
South	A-2.1	2	267	В	0	1	1	0	0
South	A-2.1	2	268	В	0	1	1	0	0
South	A-2.1	2	288	С	0	1	1	0	0
South	A-2.1	3	351	A	1	1	2	1	0
South	A-2.1	3	352	A	1	1	2	1	0
South	A-2.1	3	358	A	1	1	2	1	0
South	A-2.1	3	360	Α	1	0	1	1	0
South	A-2.1	3	361	A	1	1	2	1	0
South	A-2.1	3	366	A	1	1	2	1	0
South	A-2.1	3	353	В	0	1	1	0	0
South	A-2.1	3	354	В	0	1	1	0	0
South	A-2.1	3	355	В	0	1	1	0	0

Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront
	Reference				Room	Bedroom	Windows	Panels	Systems
					Windows	Windows			-,
South	A-2.1	3	356	В	0	1	1	0	0
South	A-2.1	3	357	В	0	1	1	0	0
South	A-2.1	3	359	В	0	1	1	0	0
South	A-2.1	3	362	В			1	0	0
South	A-2.1	3	363	В	0	1	1	0	0
South	A-2.1	3	364	В	0	1	1	0	0
South	A-2.1	3	365	В	0	1	1	0	0
South	A-2.1	3	367	В	0	1	1	0	0
South	A-2.1	3	368	В	0	1	1	0	0
South	A-2.1	3	388	С	0	1	1	0	0
South	A-2.1	4	451	А	1	1	2	1	0
South	A-2.1	4	452	А	1	1	2	1	0
South	A-2.1	4	458	А	1	1	2	1	0
South	A-2.1	4	460	А	1	0	1	1	0
South	A-2.1	4	461	А	1	1	2	1	0
South	A-2.1	4	466	А	1	1	2	1	0
South	A-2.1	4	453	В	0	1	1	0	0
South	A-2.1	4	454	В	0	1	1	0	0
South	A-2.1	4	455	В	0	1	1	0	0
South	A-2.1	4	456	В	0	1	1	0	0
South	A-2.1	4	457	В	0	1	1	0	0
South	A-2.1	4	459	В	B 0 1 1		1	0	0
South	A-2.1	4	462	В	0	1	1	0	0
South	A-2.1	4	463	В	0	1	1	0	0
South	A-2.1	4	464	В	0 1		1	0	0
South	A-2.1	4	465	В	0	1	1	0	0
South	A-2.1	4	467	В	0	1	1	0	0
South	A-2.1	4	468	В	0	1	1	0	0
South	A-2.1	4	488	С	0	1	1	0	0
South	A-2.1	5	551	Α	1	1	2	1	0
South	A-2.1	5	552	А	1	1	2	1	0
South	A-2.1	5	558	A	1	1	2	1	0
South	A-2.1	5	560	A	1	0	1	1	0
South	A-2.1	5	561	A	1	1	2	1	0
South	A-2.1	5	566	A	1	1	2	1	0
South	A-2.1	5	553	В	0	1	1	0	0
South	A-2.1	5	554	В	0	1	1	0	0
South	A-2.1	5	555	В	0	1	1	0	0
South	A-2.1	5	556	В	0	1	1	0	0
South	A-2.1	5	557	В	0	1	1	0	0
South	A-2.1	5	559	В	0	1	1	0	0
South	A-2.1	5	562	В	0	1	1	0	0
South	A-2.1	5	563	В	0	1	1	0	0
South	A-2.1	5	564	В	0	1	1	0	0
South	A-2.1	5	565	В	0	1	1	0	0
South	A-2.1	5	567	В	0	1	1	0	0
South	A-2.1	5	568	В	0	1	1	0	0
South	A-2.1	5	588	С	0	1	1	0	0
North	A-2.2	1	151	A	1	1	2	1	0
North	A-2.2	1	161	A	1	1	2	1	0

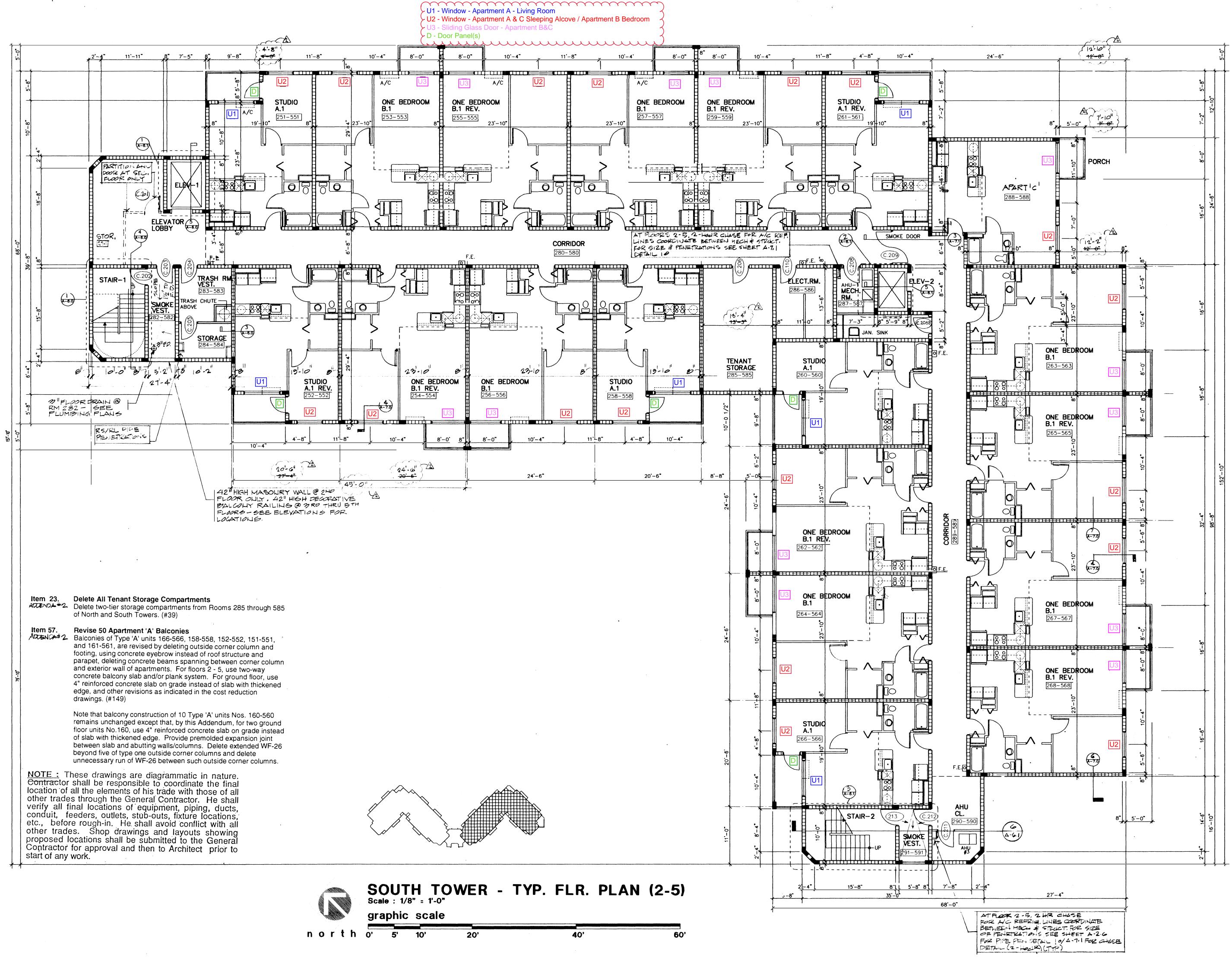
Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront
Tower	Reference	11001	, ipur un en en en en	, ipur interne ocyre	Room	Bedroom	Windows	Panels	Systems
	Reference				Windows	Windows	Windows	i uncis	Systems
North	A-2.2	1	166	А	1	1	2	1	0
North	A-2.2	1	160	A	1	0	1	1	0
North	A-2.2	1	158	A	1	1	2	1	0
North	A-2.2	1	150	A	1	1	2	1	0
North	A-2.2	1	152	B	0	1	1	0	0
North	A-2.2	1	155	B	0	1	1	0	0
North	A-2.2	1	155	B	0	1	1	0	0
North	A-2.2	1	159	B	0	1	1	0	0
North	A-2.2	1	163	B	0	1	1	0	0
North	A-2.2	1	165	B	0	1	1	0	0
North	A-2.2	1	167	B	0	1	1	0	0
North	A-2.2	1	169	B	0	1	1	0	0
North	A-2.2	1	164	B	0	1	1	0	0
North	A-2.2 A-2.2	1	162	B	0	1	1	0	0
North	A-2.2 A-2.2	1	156	B	0	1	1	0	0
North	A-2.2 A-2.2	1	156	B	0	1	1	0	0
North	A-2.2 A-2.2	1	154	C B	0	1	1	0	0
North	A-2.2 A-2.2	1	N/A	Corridor	0	0	0	2	0
North	A-2.2 A-2.2	1	N/A N/A	Stair - 2	0	0	0	1	0
North	A-2.2 A-2.2	1	N/A N/A	To Sidewalk	0	0	0	2	0
North	A-2.2 A-2.3	2	261		1	1	2	1	0
North	A-2.3 A-2.3	2	251	A	1	1	2	1	0
North	A-2.3 A-2.3	2	251	A	1			1	0
							<u>1</u> 2		
North	A-2.3 A-2.3	2	258 260		A 1 1 2 A 1 0 1		1	0	
North North	A-2.3 A-2.3	2	260	A	1			1	0
North	A-2.3 A-2.3	2	268	A B	1 0	1	2 1	1 0	0
North	A-2.3 A-2.3	2	268	B	0	1	1	0	0
North	A-2.3 A-2.3	2	267	B	0	1	1	0	0
North	A-2.3	2	263	B	0	1	1	0	0
North	A-2.3	2	203	B	0	1	1	0	0
North	A-2.3	2	259	B	0	1	1	0	0
North	A-2.3	2	255	B	0	1	1	0	0
North	A-2.3	2	253	B	0	1	1	0	0
North	A-2.3 A-2.3	2	255	B	0	1	1	0	0
North	A-2.3 A-2.3	2	254	B	0	1	1	0	0
North	A-2.3	2	250	B	0	1	1	0	0
North	A-2.3	2	262	B	0	1	1	0	0
North	A-2.3	2	288	C	0	1	1	0	0
North	A-2.3	3	351	C	1	1	2	1	0
North	A-2.3	3	351	A	1	1	2	1	0
North	A-2.3	3	358	A	1	1	2	1	0
North	A-2.3	3	360	A	1	0	1	1	0
North	A-2.3	3	361	A	1	1	2	1	0
North	A-2.3	3	366	A	1	1	2	1	0
North	A-2.3	3	353	B	0	1	1	0	0
North	A-2.3	3	353	B	0	1	1	0	0
North	A-2.3	3	355	B	0	1	1	0	0
North	A-2.3	3	355	B	0	1	1	0	0
North	A-2.3	3	357	B	0	1	1	0	0
NULLI	A-2.3	5	557	D	U	T	1	U	U

Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront
	Reference				Room	Bedroom	Windows	Panels	Systems
					Windows	Windows			-,
North	A-2.3	3	359	В	0	1	1	0	0
North	A-2.3	3	362	В	0	1	1	0	0
North	A-2.3	3	363	В	0	1	1	0	0
North	A-2.3	3	364	В	0	1	1	0	0
North	A-2.3	3	365	В	0	1	1	0	0
North	A-2.3	3	367	В	0	1	1	0	0
North	A-2.3	3	368	В	0	1	1	0	0
North	A-2.3	3	388	С	0	1	1	0	0
North	A-2.3	4	451	A	1	1	2	1	0
North	A-2.3	4	452	A	1	1	2	1	0
North	A-2.3	4	458	А	1	1	2	1	0
North	A-2.3	4	460	А	1	0	1	1	0
North	A-2.3	4	461	А	1	1	2	1	0
North	A-2.3	4	466	А	1	1	2	1	0
North	A-2.3	4	453	В	0	1	1	0	0
North	A-2.3	4	454	В	0	1	1	0	0
North	A-2.3	4	455	В	0	1	1	0	0
North	A-2.3	4	456	В	0	1	1	0	0
North	A-2.3	4	457	В	0	1	1	0	0
North	A-2.3	4	459	В	0	1	1	0	0
North	A-2.3	4	462	В	0	1	1	0	0
North	A-2.3	4	463	В	0	1	1 1		0
North	A-2.3	4	464	В	0 1 1		0	0	
North	A-2.3	4	465	В	0	1	1	0	0
North	A-2.3	4	467	В	B 0 1 1		0	0	
North	A-2.3	4	468	В	0	1	1	0	0
North	A-2.3	4	488	С	0	1	1	0	0
North	A-2.3	5	551	А	1	1	2	1	0
North	A-2.3	5	552	А	1	1	2	1	0
North	A-2.3	5	558	Α	1	1	2	1	0
North	A-2.3	5	560	Α	1	0	1	1	0
North	A-2.3	5	561	Α	1	1	2	1	0
North	A-2.3	5	566	Α	1	1	2	1	0
North	A-2.3	5	553	В	0	1	1	0	0
North	A-2.3	5	554	В	0	1	1	0	0
North	A-2.3	5	555	В	0	1	1	0	0
North	A-2.3	5	556	В	0	1	1	0	0
North	A-2.3	5	557	В	0	1	1	0	0
North	A-2.3	5	559	В	0	1	1	0	0
North	A-2.3	5	562	В	0	1	1	0	0
North	A-2.3	5	563	В	0	1	1	0	0
North	A-2.3	5	564	В	0	1	1	0	0
North	A-2.3	5	565	В	0	1	1	0	0
North	A-2.3	5	567	В	0	1	1	0	0
North	A-2.3	5	568	В	0	1	1	0	0
North	A-2.3	5	588	С	0	1	1	0	0
Lobby	A-2.4	L	N/A	Lobby	0	0	0	4	2
South	A-2.5	1	N/A	Generator Room & Fire Pump	0	0	0	2	0
				Room					

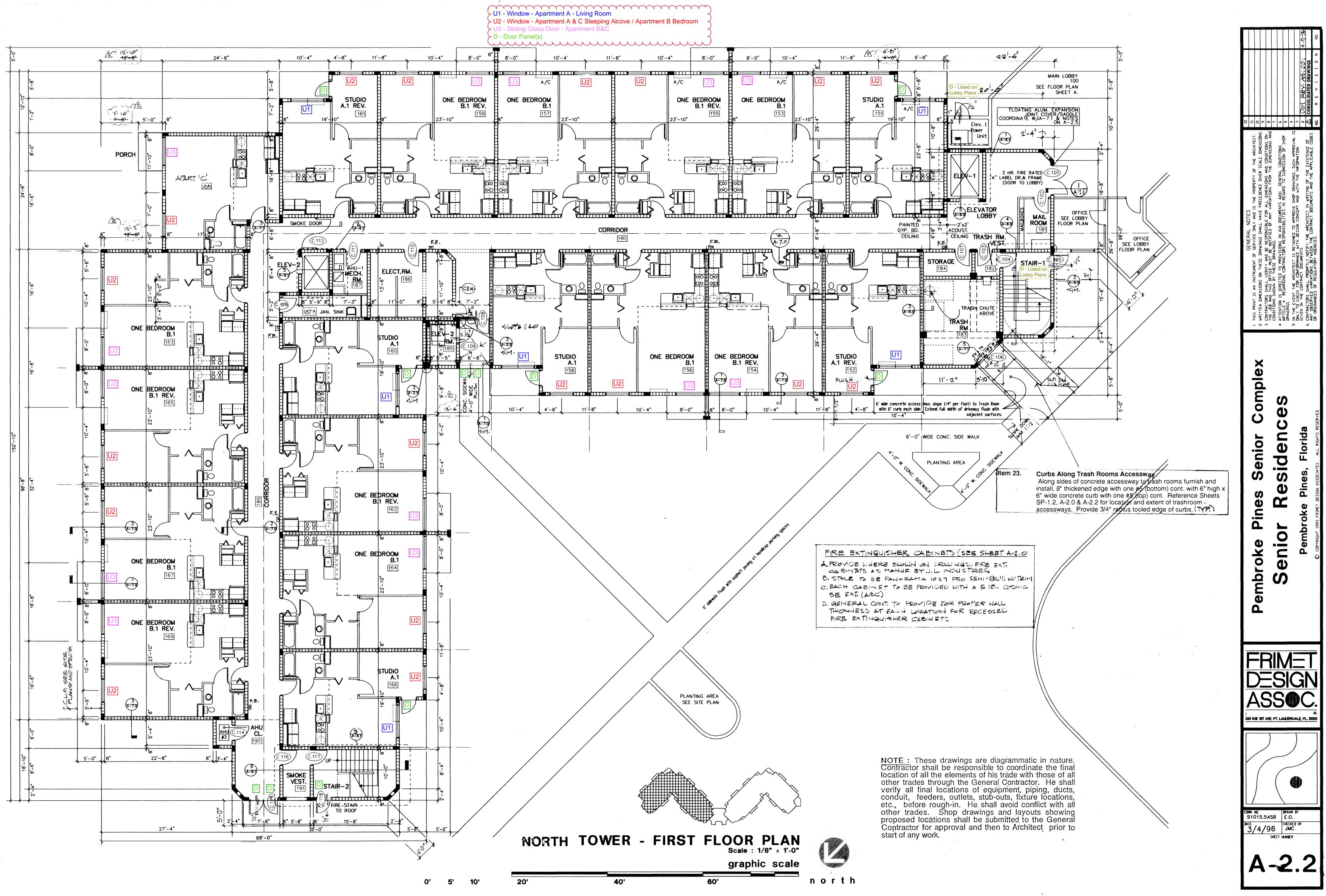
Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living U2 -		Total	Door	Storefront
	Reference				Room	Bedroom	om Windows		Systems
					Windows	Windows			
South	A-5.0	Roof	N/A	Roof	0	0	0	5	0
South	A-5.1	Roof	N/A	Roof	0	0	0	5	0
				Total	60	180	240	86	2

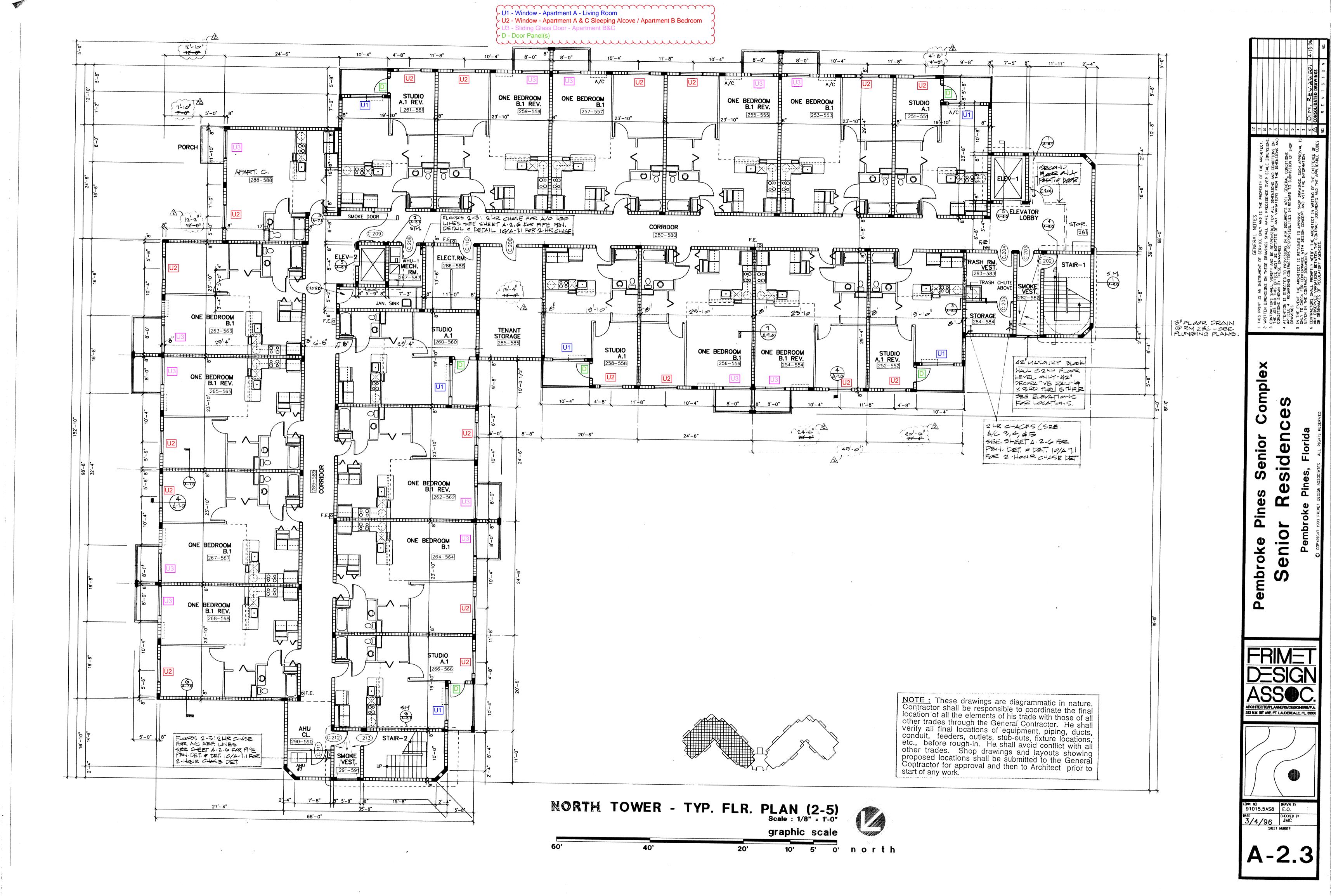


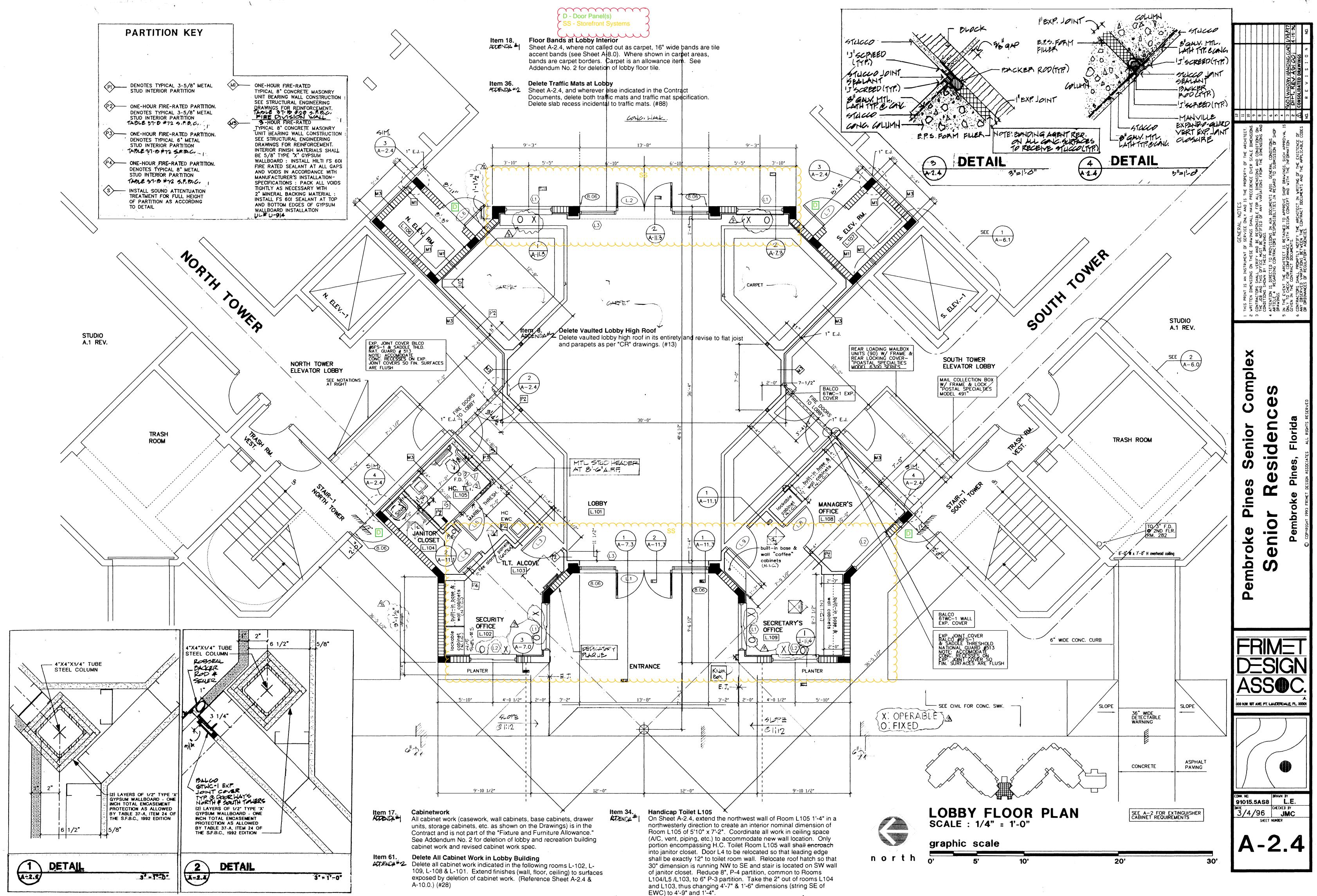


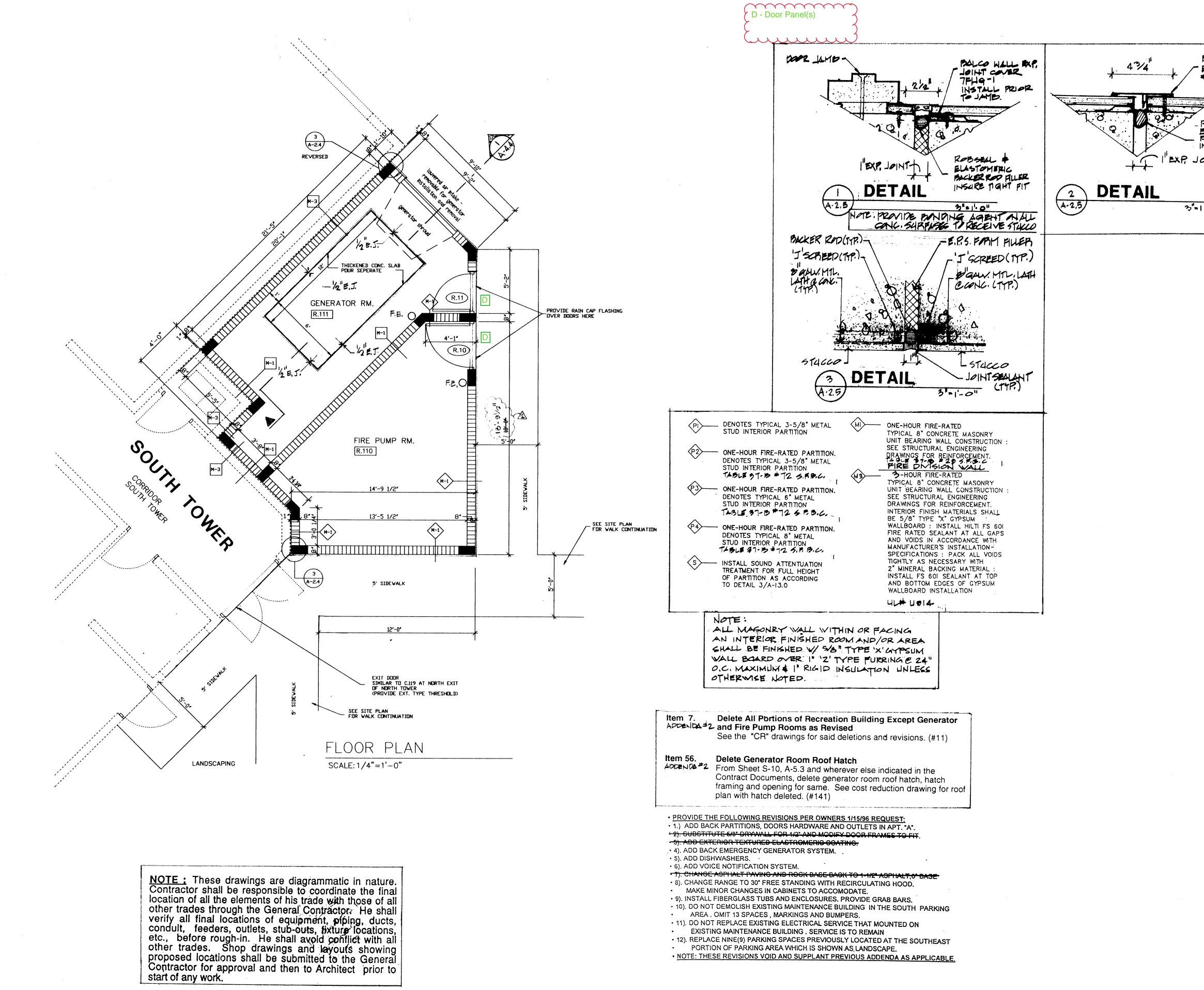






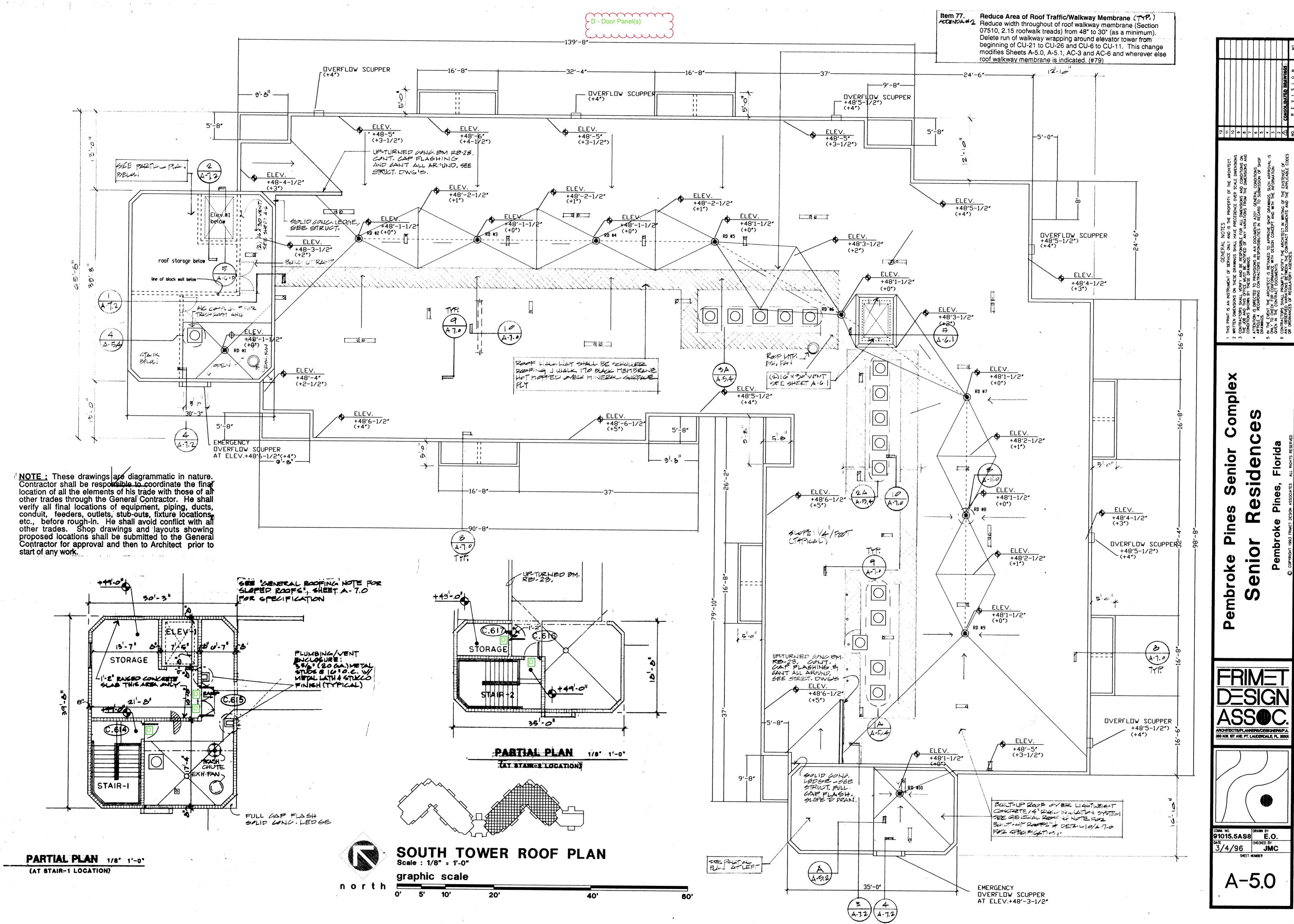




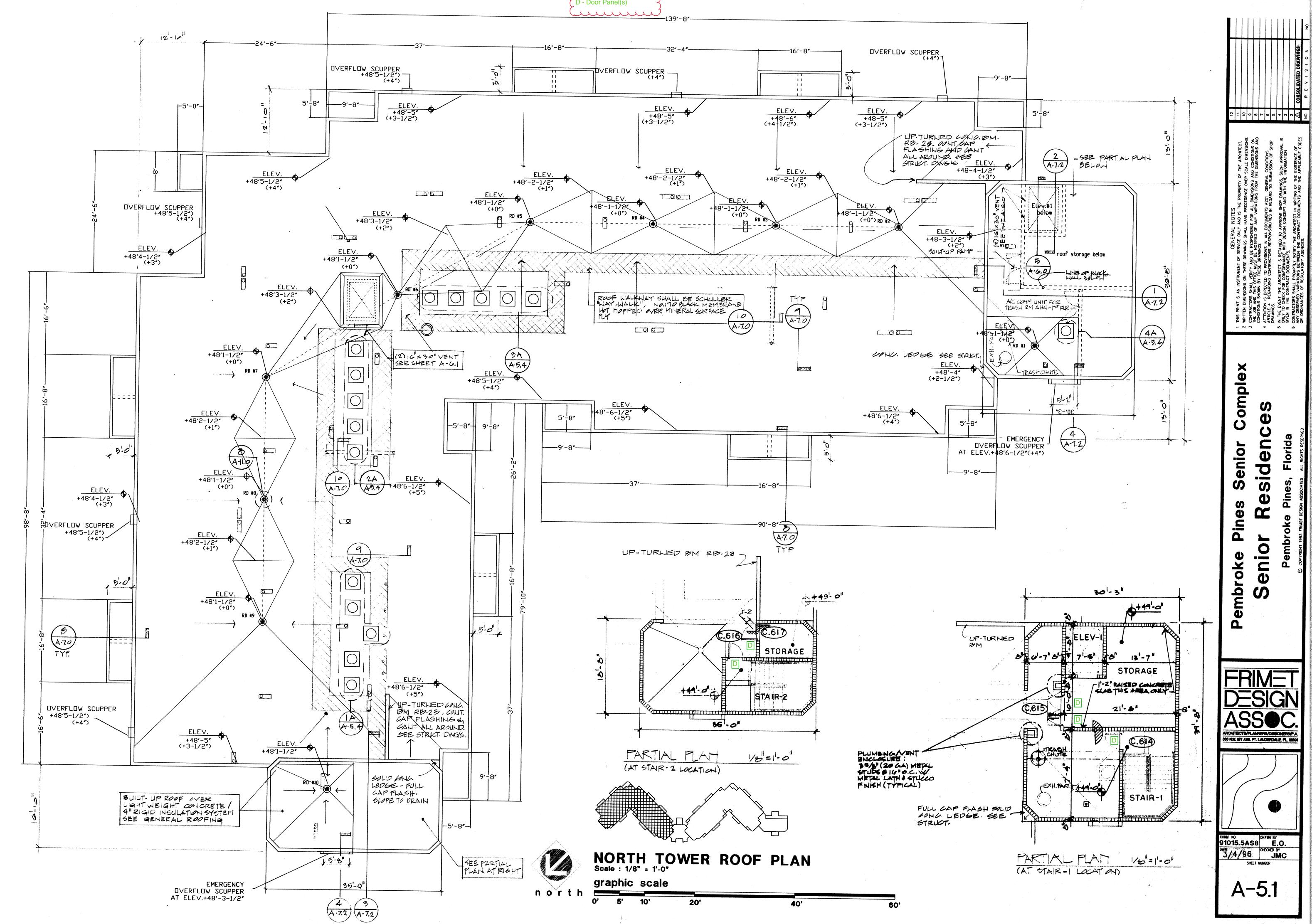




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		GENERATOR RM. FIRE PUMP RM. LOCATION
		. GEN.
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Jay D. Schwartz COMMISSIONER DISTRICT 2 954-450-1030 jschwartz@ppines.com

Charles F. Dodge CITY MANAGER 954-450-1040 cdodge@ppines.com Addendum # 2 IFB # PSPW-22-01 "Replacement of Windows and Doors to Impact Rated Material at Pines Point Senior Residence"

A) UPDATED DOCUMENTATION

During the question and answer session, questions were asked regarding clarification on which doors were fire rated, had closers, had panic hardware, etc. As stated in the previous answers, the related information could be found in Attachment G – Door, Frame, Hardware Schedule and Elevations.pdf.

Even though this information is already contained in Attachment G, where the bidders could find it, the City has updated "Attachment N1 - Windows, Door Panels, Storefront Systems Counts" to contain some of the information from Attachment G to better assist the bidders with defining which doors have which specifications.

As a result, you will find the following updated file:

Attachment N1 - Windows, Door Panels, Storefront Systems Counts (Rev 03-21)

B) ADDITIONAL QUESTIONS AND ANSWERS

Question # 1	Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers.
Answer	No, please see Attachment G and Attachment N1 (Rev 03-21).

Question # 2	Will the contract be awarded to only one company, or can they be multiple contracts? (i.e., one for the windows and one for the HM doors)
Answer	The City intends to award one company, however please see Section 3.25 of the bid package, which states the City "[] 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.

Question # 3	The portal is not allowing me to input prices in the bid table and is
	showing a message that says "Not Fetched"
Answer	When an in-browser BidTable displays "Not Fetched" under the Description, that means the page is not loading the respective data. To resolve the issue, please log out and then log in to your account.
	If logging out/in does not resolve the issue, please take the additional step of clearing your browser cache after logging out.
	Once you've logged in, access your submission to load the in-browser BidTable. You should now see the Description (if provided by the organization) and the BidTable where you can input your responses.
	If the issue persists please contact Bonfire Support (support@gobonfire.com).

City of Pembroke Pines | Procurement Department | 8300 S. Palm Drive | Pembroke Pines, FL 33025 954-518-9020 | purchasing@ppines.com | www.ppines.com

Question # 4	Could you please clarify, the unit price for the windowsills and the unit price for Windows
	bucks?
	Are these the price that you are going to pay for each windowsill that we need to change or each
	window buck that we need to change?
Answer	Yes, these line items would be for the proposer to indicate their proposed price for replacing any defective Window Sills and Window Bucks, on an as-needed basis.

										Г	LOCAT	ION		DOOR F	PANEL		DOOR	LABEL	HARI	OWARE	1
Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront	DOOR	FROM	ТО	DOOR	MATERIAL		I HT.	FRAME				REMARKS
	Reference			/ Area	Room	Bedroom	Windows	Panels	Systems	No.			ELEV.				ELEV.		NO.		
				Description	Windows	Windows															
South	A-2.0	1	151	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19	METAL	
South South	A-2.0 A-2.0	1	161 166	A	1	1	2	1	0	A.104 A.104	SLEEPING SLEEPING	BALCONY BALCONY	D-1 D-1	H.M. H.M.	3'-0" 3'-0"	6'-8" 6'-8"	F-1 F-1		19 19	METAL METAL	
South	A-2.0	1	160	A	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"	6'-8"	F-1		19	METAL	
South	A-2.0	1	158	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"		F-1		19	METAL	
South	A-2.0	1	152	А	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"	6'-8"	F-1		19	METAL	
South	A-2.0	1	153	В	0	1	1	0	0	NA	NUA /	NVA ///	N/A/	NVA //	N/A	NIA	/ NAVA	X ////////////////////////////////////	NA	//NVA//	NIA
South	A-2.0	1	155	В	0	1	1	0	0	N/A	NIA	NIA	/N/A	<u>N</u> IA	N/A	N/A	<u>AVA</u>	NUA	<u>N/A</u>		N/A
South	A-2.0	1	157	В	0	1	1	0	0	<u>N/A</u>	<u>N/A</u>	N/A	N/A	<u>NVA</u>	<u>N/A</u>	NIA	NIA	N/A	<u></u>		N/A
South	A-2.0	1	159	B	0	1	1	0	0	<u>NVA</u>	NVA	NVA.	/NVA/	N/A	<u>NVA</u>		<u>NVA</u>	NIA			N/A
South South	A-2.0 A-2.0	1	163 165	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NIA NIA	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A		N/A N/A
South	A-2.0	1	167	B	0	1	1	0	0	NN A	N/A	NV A	NVA NVA	NY A	XXXVPX XXVA	N/A	NV A	N/A	NAVA NVA		N/A
South	A-2.0	1	169	В	0	1	1	0	0	NA	NVA	N/A	NA	NIA	NIA	NA	N/A	NIA	NIA		N/A
South	A-2.0	1	164	В	0	1	1	0	0	NIA	NIA	N/A	NA	NIA	NIA	N/A	/M/A	NUA	N/A		N/A
South	A-2.0	1	162	В	0	1	1	0	0	NIA/	NVA.	NIA	/N/A/	NVA //	NIA	N/A		NA AND AND AND AND AND AND AND AND AND A	NIA /	NVA //	NIA
South	A-2.0	1	156	В	0	1	1	0	0	N/A	NUA	NĮA	N/A/	<u>NIA</u>	N/A	N/A		NUA	N/A		N/A
South	A-2.0	1	154	В	0	1	1	0	0	NVA /	N/A	<u>ANVA</u>	/NVA/	<u>N/A</u>	<u>NVA</u>	NIA	<u>NVA</u>	NVA	<u>INVA </u>		N/A
South	A-2.0	1	188	Corrictor	0	1	1 0	0	0										170		N/A
South	A-2.0	1	N/A	Corridor	0	0	U	2	0	C.115	CORRIDOR-189	RECREATION	D-3	H.M.	(2) 3'-0	. 7-0.	F-2	3 HR. "A" LABEL	17A		"A" LABEL DOOR & FRAME AT 3 HR. FIRE WALL & HOLD OPEN (3) CLOSER (SEE SECT. 08710 FOR SPEC.) (4) FIRE EXIT DEVICE (SEE SPEC'S)
South	A-2.0	1	N/A	Stair - 2	0	0	0	1	0	C.118	STAIR-2	EXTERIOR	D-1	H.M.	3'-0"	7'-0"	F-1		7	METAL	PROVIDE PANIC HWR. (5) EXIT DEVICE (SEE SPEC'S) (3) CLOSER (SEE SECT. 08710 FOR SPEC.)
South	A-2.0	1	N/A	To Sidewalk	0	0	0	2	0	C.109	ELEV.2 RM185	EXTERIOR	D-9	H.M.	3'-0"	7'-0"	F-1	1 1/2 HR. "B" LABEL	6	METAL	(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
South	A-2.1	2	251	А	1	1	2	1	0	A.104	SLEEPING	BALCONY				6'-8"			19	METAL	
South	A-2.1	2	252	А	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South	A-2.1	2	258	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South	A-2.1	2	260	Α	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South	A-2.1	2	261	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"	8		19	METAL	
South	A-2.1 A-2.1	2	266 253	A B	0	1	2	0	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"		NUA IIII	19	METAL	
South South	A-2.1 A-2.1	2	253	В	0	1	1	0	0	NIA	NYUA NYUA	NY A	NY A	NY A		N/A		N/A N/A	NAVA NAVA	NY IA NY IA	
South	A-2.1	2	255	B	0	1	1	0	0	NUA /	N/A	NAV PA	NUA /	NVA NVA		NIA		N/A	NA A	N/A	
South	A-2.1	2	256	В	0	1	1	0	0	NIA	NVA	N/A	NUA	NIA		NIA		NIA	NIA	N/A	
South	A-2.1	2	257	В	0	1	1	0	0	NIA	NVA	N/A	N/A	N/A		N/A		NUA	N/A	NIA	
South	A-2.1	2	259	В	0	1	1	0	0	N/A/	NUA	N/A	/N/A/	NY A		NIA		NVA //////	NIA.	N/A//	
South	A-2.1	2	262	В	0	1	1	0	0	N/A	<u>NVA</u>	NĮA	N/A	<u>N/A</u>		N/A		NUA	<u>N/A</u>	N/A	
South	A-2.1	2	263	В	0	1	1	0	0	N/A	N/A	<u>ASVA</u>	<u>NVA</u>	<u>NIA</u>		N/A		NVA	<u>NVA</u>	N/A	
South	A-2.1	2	264	B	0	1	1	0	0		<u>N/A</u>	NVA NVA	NVA NVA	<u>NVA</u>		N/A		N/A	<u>NVA</u>	NVA NVA	
South South	A-2.1 A-2.1	2	265 267	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NVA NVA	N/A N/A		N/A N/A	N/A N/A	N/A N/A	
South	A-2.1 A-2.1	2	268	B	0	1	1	0	0	NA	NVA	NNV PX NNV PX	NVA	NVA NVA		NA		N/A	NN IN NN A	N/A	
South	A-2.1	2	288	C	0	1	1	0	0	NA	N/A	NAV IA	NUN	NVA		NIA		NUA	NA	N/A	
South	A-2.1	3	351	А	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South	A-2.1	3	352	А	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"	8		19	METAL	
South	A-2.1	3	358	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19	METAL	
South	A-2.1	3	360	A	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South	A-2.1	3	361	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South South	A-2.1 A-2.1	3 2	366 353	A B	1 0	⊥ 1	2	1 0	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"	6'-8"		NUA III	19	METAL	
South	A-2.1 A-2.1	3	354	B	0	1	1	0	0	NIA	NYU FY NYU FY	NN/ PX	NY A	NUA NUA		N/A		N/A	NY A NY A	NY P NY A	
South	A-2.1	3	355	B	0	1	1	0	0	NA	N/A	NVA.	NUA	NVA		NA		N/A	NAVAN I	N/A	
South	A-2.1	3	356	В	0	1	1	0	0	NIA	NIA	NVA.	/NUA/	NVA.		NA		N/A	NA A	N/A	
South	A-2.1	3	357	В	0	1	1	0	0	NIA	NIA	NUA ///	/N/A/	III INVA	NIN A	/ N/A	//XXIA	N/A	//XXV/X//	N/A	N/A
South	A-2.1	3	359	В	0	1	1	0	0	N/A	NUA	NAVA.	/ NALA	<u>N/A</u>	<u>INVA</u>		<u>NVA</u>	NUA.	<u>NVA</u>		N/A
South		3	362	В	0	1	1	0		N/A				<u>N/A</u>		1110 1111111111111	~ / / / / / / / / / / / / / / / / / / /			<u> </u>	
South	A-2.1	3	363	B	0	1		0	0	NY A	<u>N/A</u>	1847 AS	/NVA/	NVA NVA		N/A		NVA NVA	<u> </u>	N/A	
South	A-2.1 A-2.1	3	364 365	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A		N/A N/A			N/A N/A	N/A N/A	
South South	A-2.1 A-2.1	3 2	365	В	0	⊥ 1	1	0	0	NIA NIA	NUA NUA	NY IA NY IA	NVA NVA	NUA NUA		N/A		N/A N/A	NAVA NAVA	NVP NVA	
South	A-2.1 A-2.1	3	368	B	0	1	1	0	0	NIA	NAVES NAVES	NY PA	NVA NVA	NY PX NY PX		N/A		N/A	NN AN	N/A	
South	A-2.1	3	388	C	0	1	1	0	0	NA	N/A	NVA.	NUA	NVA		NA		N/A	NAVAN I	N/A	
South	A-2.1	4	451	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"			19	METAL	
South	A-2.1	4	452	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	-	6'-8"			19	METAL	
South	A-2.1	4	458	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"	F-1		19	METAL	
South	A-2.1	4	460	A	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19	METAL	
South	A-2.1	4	461	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8" 6'-8"			19	METAL	
South	A-2.1	4	466	A	L	T	2	1	U	A.104	SLEEPING	BALCONY	D-1	H.M.	5-0	ט-ט	F-1		19	METAL	1

										ſ	LOCAT	ION		DOOR P	ANEL		DOOR LABEL	HAR	DWARE	
Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront	DOOR	FROM	ТО	DOOR		WIDTH H		RAME FIRE RATING			REMARKS
	Reference			/ Area	Room	Bedroom	Windows	Panels	Systems	No.			ELEV.			E	ELEV.	NO.		
				Description	Windows	Windows														
South	A-2.1	4	453	B	0	1	1	0	0		NVA	NVA NVA	N/A	N/A	N/A N		N/A N/A	N/A		N/A
South South	A-2.1 A-2.1	4	454 455	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NIA NIA			<u>N/A N/A</u> N/A N/A	N/A N/A		N/A N/A
South	A-2.1 A-2.1	4	456	B	0	1	1	0	0	IN INTERNAL	N/A	NY A	NA	NUA NUA			N/A N/A	N/A		1912 N/A
South	A-2.1	4	457	B	0	1	1	0	0	NIA	NIA	N/A	N/A	NVA //			N/A N/A	NA		N/A
South	A-2.1	4	459	В	0	1	1	0	0	NIA/	NUA	NA ANA	/NVA/	NVA //		WAX/		NIA.		NZA
South	A-2.1	4	462	В	0	1	1	0	0	/N/A/	NA	N/A	/N/A/	NVA ///				N/A		N/A
South	A-2.1	4	463	В	0	1	1	0	0	NVA /	NVA	<u> </u>	/NVA/	<u>NVA</u>			NIA	NIA		N/A
South	A-2.1	4	464	B	0	1	1	0	0		<u>N/A</u>	<u> </u>	NVA/	<u>NVA</u>			N/A N/A	NIA		N/A
South South	A-2.1 A-2.1	4	465 467	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A		VA VA	<u>N/A N/A</u> N/A N/A	N/A N/A		N/A N/A
South	A-2.1 A-2.1	4	468	B	0	1	1	0	0		N/A	NAVA NAVA	NIA.	N/A			NIA NIA	N/A		N/A
South	A-2.1	4	488	C	0	1	1	0	0	N/A	NUA	N/A	N/A	NIA		11111111111111		N/A		N/A
South	A-2.1	5	551	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'		F-1	19	METAL	
South	A-2.1	5	552	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'		F-1	19	METAL	
South	A-2.1	5	558	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'		F-1	19	METAL	
South South	A-2.1 A-2.1	5	560 561	A	1	0	1 2	1	0	A.104 A.104	SLEEPING SLEEPING	BALCONY BALCONY	D-1 D-1	H.M. H.M.	3'-0" 6' 3'-0" 6'		F-1 F-1	19 19	METAL METAL	
South	A-2.1 A-2.1	5	561	Α Δ	 1	1	2	1	0	A.104 A.104	SLEEPING	BALCONY	D-1 D-1	н.м. Н.М.	3'-0" 6		F-1 F-1	19	METAL	
South	A-2.1 A-2.1	5	553	В	0	1	1	0	0		NA									N/A
South	A-2.1	5	554	В	0	1	1	0	0		NVA	NY A	NVA/	NUA			N/A	NIA		N/A
South	A-2.1	5	555	В	0	1	1	0	0	/NVA/	N/A	NVA ///	/N/A/	NVA //			NIA	N/A		N/A
South	A-2.1	5	556	В	0	1	1	0	0		N/A	NVA.	N/A	NIA			NIA	NIA		N/A
South	A-2.1	5	557	B	0	1		0	0		N/A	NY A	N/A	N/A			N/A N/A	NIA		N/A
South	A-2.1 A-2.1	5	559 562	B	0	1	1	0	0	N/A N/A	NVA NVA	N/A N/A	N/A N/A	NIA NIA			<u>N/A N/A</u> N/A N/A	N/A N/A		N/A N/A
South South	A-2.1 A-2.1	5	563	B	0	1	1	0	0		N/A	NAVIA NAVIA	N/A		N/A N			N/A		1975 N/A
South	A-2.1	5	564	B	0	1	1	0	0	N/A	NUA	NVA ///	NA	NIA	N/A N		NIA	N/A		N/A
South	A-2.1	5	565	В	0	1	1	0	0	NA	NIA		/NUA/	NVA ///		WA 🚺		N/A	N/A//	NZA
South	A-2.1	5	567	В	0	1	1	0	0	N/A	NVA	N/A	N/A	<u>NUA</u>		VA /		NIA		N/A
South	A-2.1	5	568	В	0	1	1	0	0		NVA	<u>NVA (</u>	NVA/	<u>NVA</u>			N/A N/A			N/A
South	A-2.1 A-2.2	5	588 151	C A	0	1	1 2	0	0	A.104	SLEEPING	BALCONY	D-1	H.M.		11111111111111	<u>N/A</u> F-1	19	METAL	N/A
North North	A-2.2 A-2.2		161	Δ	 1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1 D-1	н.м. Н.М.	3'-0" 6'		F-1 F-1	19	METAL	
North	A-2.2	1	166	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'		F-1	19	METAL	
North	A-2.2	1	160	А	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.			F-1	19	METAL	
North	A-2.2	1	158	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'		F-1	19	METAL	
North	A-2.2	1	152	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.			F-1	19	METAL	
North	A-2.2	1	153 155	B	0	1	1	0	0		N/A	NVA.	N/A	N/A			N/A N/A N/A N/A	N/A		N/A
North North	A-2.2 A-2.2	1	155	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N N/A N	UA VA		N/A N/A		N/A N/A
North	A-2.2	1	159	B	0	1	1	0	0		NVA	NY A	N/A	N/A		WA .		N/A		N/A
North	A-2.2	1	163	В	0	1	1	0	0	NA	NVA	N/A	N/A	NVA		WAX		N/A		N/A
North	A-2.2	1	165	В	0	1	1	0	0	NA A	NVA	NIA	NIA	NVA //		VA //		<u>NUA</u>		N/A
North	A-2.2	1	167	В	0	1	1	0	0	NVA/	N/A	<u>NVA</u>	N/A	NUA		<u>UA</u>		NIA	NIA	
North	A-2.2	1	169	B	0	1	1	0	0		NVA NVA	N/A	N/A	N/A				N/A		N/A
North North	A-2.2 A-2.2	1	164 162	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NIA NIA		VA VA		N/A N/A		N/A N/A
North	A-2.2 A-2.2	1	156	B	0	1	1	0	0	INVA /	N/A	NY A	NVA	NVA		UA VA		NA		1978 N/A
North	A-2.2	1	154	B	0	1	1	0	0		NIA	NVA.	N/A/	NUA		VA		NIA		N/A
North	A-2.2	1	188	С	0	1	1	0	0		NUA	NY A	/N/A/	NVA.	//N/A//N		NIA NIA	NVA.	NVA //	N/A
North	A-2.2	1	N/A	Corridor	0	0	0	2	0	C.119	CORRIDOR-189	EXTERIOR	D-11	H.M.	(2) 3'-0" 7'	-0"	F-2	16		(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
N			A1 / A														F 1	+ -	_	(4) FIRE EXIT DEVICE (SEE SPEC'S)
North	A-2.2		N/A	Stair - 2	0	0	0		0	C.118	STAIR-2	EXTERIOR	D-1	H.M.	3'-0" 7'	-0"	F-1	'		PROVIDE PANIC HWR. (5) EXIT DEVICE (SEE SPEC'S)
																				(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
North	A-2.2	1	N/A	To Sidewalk	0	0	0	2	0	C.109	ELEV.2 RM185	EXTERIOR	D-9	H.M.	3'-0" 7'	-0"	F-1 1 1/2 HR. "B" LABI	EL 6	1	(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
	A-2.3	2	261	A	1	1	2	1		A.104		BALCONY					-	19		
North	A-2.3	2	251	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'	-8"	F-1	19	METAL	
North	A-2.3	2	252	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'		F-1	19	METAL	
North	A-2.3	2	258	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0" 6'			19	METAL	
North North	A-2.3 A-2.3	2	260 266	Α Δ	⊥ 1	0	1 2	1 1	0	A.104 A.104	SLEEPING SLEEPING	BALCONY BALCONY	D-1 D-1	H.M. H.M.	3'-0" 6' 3'-0" 6'		F-1 F-1	19 19	METAL METAL	
North	A-2.3	2	268	B	0	1	1	0	0	A.104		BALCONT			NIA N					N/A
North	A-2.3	2	267	B	0	1	1	0	0		NUA	NVA.	NVA	NIA	N/A N			N/A		
North	A-2.3	2	265	В	0	1	1	0	0	NIA	N/A	NY A	/N/A/	NVA //	//NY/A///N	UK //	NUA	N/N/A	N/A//	N/A
North	A-2.3	2	263	В	0	1	1	0	0		NUA	NVA ///	/N/A/	N/A	N/A N	*******	·····	NIA	N/A	
North	A-2.3	2	259	В	0	1	1	0	0		NVA	NVA.	/N/A/	<u>N/A</u>	N/A N			<u>N/A</u>		
North	A-2.3	2	257	B	0	1	1	0	0	ANA	NVA NVA	NVA NVA	N/A N/A	NUA NUA	N/A N			N/A N/A	N/A	
North	A-2.3	L 2	255	В	U	Ţ	L T	0	U		<u>NA SANA SANA SANA SANA SANA SANA SANA S</u>				<u>//NIA//</u> N	N/FN/X////	<u> </u>			

											LOCAT	ION		DOOR P	ANEL		DOOR	LABEL	HAR	DWARE	
Tower	Drawing Reference	Floor	Apartment #	Apartment Style / Area	U1 - Living Room	U2 - Bedroom	Total Windows	Door Panels	Storefront Systems	DOOR No.	FROM	TO	DOOR ELEV.	MATERIAL		HT.	FRAME ELEV.	FIRE RATING	-		REMARKS
		_		Description	Windows	Windows			-												
North North	A-2.3 A-2.3	2	253 254	BB	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NVA NVA	N/A N/A	NVA NVA	N/A N/A	N/A N/A	N/A N/A	N/A N/A	
North	A-2.3	2	254	B	0	1	1	0	0	NUA /	N/A	NVA NVA	N/A	NY A		N/A		N/A	NUA NUA		N/A N/A
North	A-2.3	2	262	В	0	1	1	0	0	/ NAVA	NIA	NA NA	N/A	NIA		NIA	NIA	NUA	N/A		N/A
North	A-2.3	2	264	В	0	1	1	0	0	/NVA/	NIA	NA NA	N/A/	NA A		N/A	N/A/	NUA	(NIA)	/N/A	
North	A-2.3	2	288	C	0	1	1	0	0									NY ING			N/A
North North	A-2.3 A-2.3	3	351 352	A A	1	1	2	1	0	A.104 A.104	SLEEPING SLEEPING	BALCONY BALCONY	D-1 D-1	H.M. H.M.	3'-0" 3'-0"	6'-8" 6'-8"	F-1 F-1		19 19	METAL METAL	
North	A-2.3	3	358	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"		F-1		19	METAL	
North	A-2.3	3	360	A	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"		F-1		19	METAL	
North	A-2.3	3	361	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"	F-1		19	METAL	
North North	A-2.3 A-2.3	3	366 353	A B	1 0	1	2	1 0	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"		F-1	NUA	19	METAL	
North	A-2.3 A-2.3	3	353	В	0	1	1	0	0	NVA	NN PA NN I PA	NYA NYA	NY A	NY A		N/A	N/A	N/A N/A	N/A	N/A	
North	A-2.3	3	355	B	0	1	1	0	0	NVA /	N/A	NVA	N/A	NIA	N/A	NIIIIIIIIIII		N/A	NIA	NIA	
North	A-2.3	3	356	В	0	1	1	0	0	/MA/	NIA	NA A	N/A/	NVA //	NĮA	NUA /	N/A/	NVA	//NIA/	NVA //	N/A
North	A-2.3	3	357	В	0	1	1	0	0		NVA	NVA ///	N/A	NIA		N/A		NVA	N/A	NIA	
North North	A-2.3 A-2.3	3	359 362	BB	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A		N/A N/A	N/A N/A	N/A N/A	N/A N/A		N/A N/A
North	A-2.3 A-2.3	3	363	B	0	1	1	0	0	NVA	NAV PA NAV PA	NVA NVA	N/A	NN/A	N/A N/A	NIIIIIIIIIII		N/A	N/A	NIA	
North	A-2.3	3	364	В	0	1	1	0	0	/NIA/	NVA.	N/A	N/A/	NVA //	N/A/	NVA.	N/A/	N/A	NVA.	NVA //	N/A
North	A-2.3	3	365	В	0	1	1	0	0	NVA.	NVA III	N/A	NNA/	<u>NUA</u>		N/A		NIA	<u>NVA</u>		N/A
North	A-2.3 A-2.3	3	367 368	BB	0	1		0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NVA NVA		N/A N/A	N/A N/A	NVA NVA	N/A N/A		N/A N/A
North North	A-2.3 A-2.3	3	368	C	0	1	1	0	0	NY IA NY IA	NN IA NN IA	N/A N/A	N/A	NV/A NV/A		N/A	NN I A	N/A N/A	N/A		N/A N/A
North	A-2.3	4	451	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.		6'-8"	F-1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	19	METAL	x(7)()//////////////////////////////////
North	A-2.3	4	452	A	1	1	2	1		A.104		BALCONY		H.M.	3'-0"				19	METAL	
North	A-2.3	4	458	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19	METAL	
North North	A-2.3 A-2.3	4	460 461	A	1	0	1 2	1	0	A.104 A.104	SLEEPING SLEEPING	BALCONY BALCONY	D-1 D-1	H.M. H.M.	3'-0" 3'-0"				19 19	METAL METAL	
North	A-2.3	4	466	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19	METAL	
North	A-2.3	4	453	В	0	1	1	0	0						N/A/			NA ANA ANA ANA ANA ANA ANA ANA ANA ANA		NA NA	NVA.
North	A-2.3	4	454	В	0	1	1	0	0		NIA	N/A	NIA	NIA	N/A			N/A	NVA	N/A	
North	A-2.3	4	455	B	0	1	1	0	0	NVA.	<u>N/A</u>	NVA NVA	N/A	NV A			N/A	N/A	N/A	N/A	
North North	A-2.3 A-2.3	4	456 457	В	0	1	1	0	0	N/A N/A	NVA NVA	N/A N/A	N/A N/A	NVA NVA	N/A N/A		N/A	NVA NVA	N/A N/A	N/A N/A	
North	A-2.3	4	459	B	0	1	1	0	0	NVA /	NIA	NIA	N/A	NIA	N/A			N/A	NIA	NIA	
North	A-2.3	4	462	В	0	1	1	0	0		NIA	NA NA	NIA	NVA //	//NVA//	NVA.	//N/A///	NVA	//N/A/	NIA	N/A
North	A-2.3	4	463	В	0	1	1	0	0	/NVA/	NIA	<u>NVA</u>	N/A	<u>NVA</u>			<u>NUA</u>	NVA	<u>N/A</u>	NIA	
North North	A-2.3 A-2.3	4	464 465	B	0	1	1	0	0	N/A N/A	NUA NUA	N/A N/A	N/A N/A	NVA NVA	N/A N/A		NIA NIA	NVA NVA	N/A N/A	N/A N/A	
North	A-2.3	4	467	B	0	1	1	0	0		NIA	NVA.	N/A	N/A	N/A			N/A	NA	NIA	
North	A-2.3	4	468	В	0	1	1	0	0		NIK ///	NVA ///	N/A	NVA //	//NUA//	N/A	/N/A//	NVA	NVA.	//N/A//	NA AS
North	A-2.3	4	488	С	0	1	1	0	0						<u>NVA</u>			<u> </u>			N/A
North North	A-2.3 A-2.3	5	551 552	A A	1	1	2	1	0	A.104 A.104	SLEEPING SLEEPING	BALCONY BALCONY	D-1 D-1	H.M. H.M.	3'-0" 3'-0"				19 19	METAL METAL	
North	A-2.3	5	558	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1 D-1	H.M.	3'-0"				19	METAL	
North	A-2.3	5	560	A	1	0	1	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"	6'-8"	F-1		19	METAL	
North	A-2.3	5	561	A	1	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19	METAL	
North	A-2.3	5	566 553	A B	1 0	1	2	1	0	A.104	SLEEPING	BALCONY	D-1	H.M.	3'-0"				19 ////////////////////////////////////	METAL	
North North	A-2.3 A-2.3	5	553 554	B	0	1	1	0	0	NY A	NVA NVA	N/A N/A	N/A N/A	NVA NVA	NUA NUA		N/A N/A	N/A N/A	N/A	NUA.	
North	A-2.3	5	555	B	0	1	1	0	0	NVA/	NY A	NVA ///	NVA /	NV A	//NUA//	N/A	/N/A//	N/A	NVA /	NIA	
North	A-2.3	5	556	В	0	1	1	0	0	/N/A/	MIN.	N/A	N/A	N/A	N/A/	NA	N/A	N/A		N/A//	N/A
North	A-2.3	5	557	B	0	1	1	0	0		NVA NVA	N/A	N/A		NVA NVA		///////////////////////////////////////	N/A	N/A	NVA NVA	
North North	A-2.3 A-2.3	5	559 562	BB	0	1	1 1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NVA NVA		N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
North	A-2.3	5	563	B	0	1	1	0	0	NVA.			NUA		NIA	N/A	NN I A	N/A		N/A	
North	A-2.3	5	564	B	0	1	1	0	0	<u>NIA</u>	NVA ///	N/A	N/A	NVA //	NVA //	NIA	NVA //	NVA	NVA.	NVA //	NVA.
North	A-2.3	5	565	В	0	1	1	0	0	<u>NVA</u>	NVA.	NVA ///	NVA.		N/A			N/A	<u>NIA</u>	N/A	
North	A-2.3 A-2.3	5	567 568	B	0	1	1	0	0	N/A N/A	N/A N/A	N/A N/A	N/A N/A	NVA NVA			N/A N/A	N/A	N/A N/A	N/A N/A	
North North	A-2.3 A-2.3	5	568	C	0	1	1	0	0	N/A	MUA MIA	N/A N/A	N/A N/A	NVA NVA	N/A N/A			N/A N/A	NVA NVA		N/A N/A
Lobby	A-2.4	L	N/A	Lobby	0	0	0	2	2	C.105	STAIR-1	EXTERIOR	D-1	H.M.	3'-0"				7	METAL	PROVIDE PANIC HWR. (5) EXIT DEVICE (SEE SPEC'S)
																					(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
Lobby	A-2.4	L	N/A	Lobby	0	0	0	1	0	L.6	N.ELEV. RM.	EXTERIOR	D-7	H.M.	3'-0"		F-1		6	METAL	
Lobby South	A-2.4 A-2.5	L 1	N/A N/A	Lobby Fire Pump Room	0	0	0	1	0	L.7 R.10	S. ELEV. RM. EXTERIOR	EXTERIOR FIRE PUMP	D-7 D-7	H.M. H.M.	3'-0" 3'-6"				6 26	METAL	(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
Jouth	M-2.J	Ţ		της εαπρ κουπ	U		U		0	1.10	LATENIUK		U-7	11.171.	ס- כ	/ -0	1T		20		(5) CLOSEN (SEE SECT. 00/ 10 FOR SPEC.)

										[LOCAT	ION		DOOR P/	ANEL		DOOR	LABEL	HAR	DWARE	
Tower	Drawing	Floor	Apartment #	Apartment Style	U1 - Living	U2 -	Total	Door	Storefront	DOOR	FROM	ТО	DOOR	MATERIAL	WIDTH	HT.	FRAME	FIRE RATING	GROUP	THRESH.	REMARKS
	Reference			/ Area	Room	Bedroom	Windows	Panels	Systems	No.			ELEV.				ELEV.		NO.		
				Description	Windows	Windows															
South	A-2.5	1	N/A	Generator Room	0	0	0	1	0	R.11	EXTERIOR	GENERATOR	D-7	H.M.	3'-0"	7'-0"	F-1		26		(3) CLOSER (SEE SECT. 08710 FOR SPEC.)
												RM.									
South	A-5.0	Roof	N/A	Roof	0	0	0	1	0	C.614	STAIR-1	ROOF LEVEL	D-6	H.M.	3'-0"	6'-8"	F-1		12	METAL	
South	A-5.0	Roof	N/A	Roof	0	0	0	2	0	C.615	STORAGE	ROOF LEVEL	D-7	H.M.	6'-0"	6'-8"	F-2		35	METAL	
South	A-5.0	Roof	N/A	Roof	0	0	0	1	0	C.616	STAIR-2	ROOF LEVEL	D-6	H.M.	3'-0"	6'-8"	F-1		12	METAL	
South	A-5.0	Roof	N/A	Roof	0	0	0	1	0	C.617	STORAGE	ROOF LEVEL	D-7	H.M.	3'-0"	6'-8"	F-1		34	METAL	
North	A-5.1	Roof	N/A	Roof	0	0	0	1	0	C.614	STAIR-1	ROOF LEVEL	D-6	H.M.	3'-0"	6'-8"	F-1		12	METAL	
North	A-5.1	Roof	N/A	Roof	0	0	0	2	0	C.615	STORAGE	ROOF LEVEL	D-7	H.M.	6'-0"	6'-8"	F-2		35	METAL	
North	A-5.1	Roof	N/A	Roof	0	0	0	1	0	C.616	STAIR-2	ROOF LEVEL	D-6	H.M.	3'-0"	6'-8"	F-1		12	METAL	
North	A-5.1	Roof	N/A	Roof	0	0	0	1	0	C.617	STORAGE	ROOF LEVEL	D-7	H.M.	3'-0"	6'-8"	F-1		34	METAL	
				Total	60	180	240	86	2												



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

- Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIF	ICATE OF LIABIL	ITY INS	URANC	E	DATE (MM/DD[YY	')			
PRODUCER		ONLY AN HOLDER.	D CONFERS N THIS CERTIFIC	GUED AS A MATTER O RIGHTS UPON TI ATE DOES NOT AM AFFORDED BY THE F	HE CERTIFICA END, EXTEND (TE DR			
			INSURERS	AFFORDING COVER	GE				
YOUR COMPA	NY NAME HERE	INSURER A: INSURER B, INSURER C, INSURER D, INSURER E,	Com	panies providi	ng coverage	•			
COVERAGES	D BELOW HAVE BEEN ISSUED TO THE IN				NOTWITHSTANDI	NG			
ANY REQUIREMENT TERM OR CONE MAY PERTAIN THE INSURANCE AFFC	DITION OF ANY CONTRACT OR OTHER ORDED BY THE POLICIES DESCRIBED HE IN MAY HAVE BEEN REDUCED BY PAID (DOCUMENT WITH	H RESPECT TO WH	HICH THIS CERTIFICATE	MAY BE ISSUED	OR			
INSR LTR TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIN	ITS				
GENERAL LIABILITY	Must Include Ge	eneral Lia	bility	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$				
policy project loc			/		<u> </u>				
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SAI	MPLE C	ERTIFI	CATE	-				
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$				
ANY AUTO				OTHER THAN EA AC	C \$				
EXCESS LIABILITY				AUTO ONLY: AGO	G \$ 				
OCCUR CLAIMS MADE				AGGREGATE	\$				
DEDUCTIBLE					s s				
RETENTION \$				I WC STATU- I IOT	s				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				TORY LIMITS EF	₹				
				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYI	s E s				
				E.L. DISEASE - POLICY LIMI					
OTHER									
Certificate must contain wording similar to what appears below									
"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	City of Pembroke Pines City Must Be Named as Certificate Holder								
Pembroke Pines FL 33	-								
		AUTHORIZED RE	PRESENTATIVE		_				

_



CONSTRUCTION AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, 2020, 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

«Vendor_Name_Upper_Case», a «Vendor_Business_Type» as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (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 **«Service_Description»** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

1.2 On **«Bid_Opening_Date**», the bids were opened at the offices of the City Clerk.

1.3 On **«Commission_Award_Date»**, 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 **«Service_Description»**, ("Property") as more particularly described in, and in accordance with the Scope of Services outlined in the specifications, **"«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 <u>Return of Keys</u> 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 CONTRATOR 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 <u>TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION</u>

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 **«DaysToCompleteProject»** 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.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes a «Contingency_Fee_Percent» owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical») and a «Permit_Fee_Percent» permit allowance of «Permit_Fee_Written» («Permit_Fee_Numerical»). 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. <u>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.</u> 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.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter. 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 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 <u>Method of Billing and Payment</u>. The CITY shall within thirty (30) days, from the date the CITY's **«Department_Name»** Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's **«Department_Name»** Director or his or her designee.

Payment will be made to CONTRACTOR at:

«Vendor_Name» «Vendor_Address_Line_1» «Vendor_Address_Line_2»

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 Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. 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 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.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8 PAYMENT & PERFORMANCE BOND

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 and 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 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+

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 contract 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.

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, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 9 INDEMNIFICATION

9.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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 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 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors.



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.

10.2 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.

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) 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.

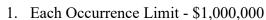
10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) 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:



- 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

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:
 - Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
 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 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 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 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.

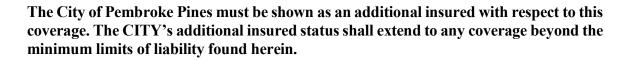
Yes No

□ □ 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.



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 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

 \Box \Box 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) 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 FEDERAL REQUIREMENTS

Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Contract. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

11.1 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.1.1 <u>Equal Employment Opportunity</u>. During the performance of this contract, CONTRACTOR agrees as follows:



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.

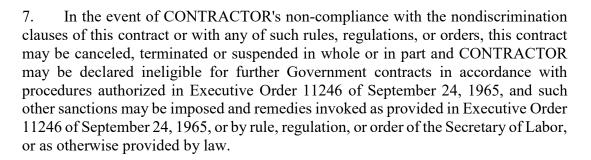
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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.

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.

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.

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.



8. CONTRACTOR will include the provisions of paragraphs (1) through (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.

11.1.2 **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.

11.1.3 <u>**Copeland "Anti-Kickback" Act.**</u> 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.

11.1.4 <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).</u> 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.

1. <u>Overtime requirements</u>. 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.

2. <u>Violation; liability for unpaid wages; liquidated damages.</u> In the event of any violation of the clause set forth in paragraph (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 (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 (1) of this section.

3. <u>Withholding for unpaid wages and liquidated damages.</u> 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 (2) of this section.

4. <u>Subcontracts.</u> CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (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 (1) through (4) of this section."

11.1.5 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).



11.1.5.1 <u>Clean Air Act.</u>

- 1. 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.
- 2. 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.
- 3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.1.5.2 Federal Water Pollution Control Act.

- 1. 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.
- 2. 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.
- 3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.1.6 <u>Suspension and Debarment.</u> This contract 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).

- 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.
- 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.

11.1.7 **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.

11.1.8 <u>Compliance with State Energy Policy and Conservation Act.</u> 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).

11.1.9 **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.

11.1.10 **<u>Reporting</u>**. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

11.1.11 **<u>Rights to Inventions</u>**. Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA 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

11.1.12 **No Obligation by the Federal Government.**

1. Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

11.1.13 **<u>DHS Seal, Logo, and Flags.</u>** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.1.14 <u>Compliance with Federal Law, Regulations, and Executive Orders.</u> This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.1.14 <u>Fraudulent Statements</u>. CONTRACTOR acknowledges that 31 U.S.C. Chap.
38 applies to CONTRACTOR's actions pertaining to this Contract.

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, H.U.D., 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 TERMINATION

13.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **seven (7) business days** of written notice by the CITY to the 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.

13.2 *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) days after receipt by CONTRACTOR of written notice of such neglect or failure.

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 <u>UNCONTROLLABLE FORCES</u>

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, 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

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.



18.1. **<u>Damages</u>**. 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, «LiquidatedDamagesAmountWritten» (\$«LiquidatedDamagesAmount\$») 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 <u>Correction of Work</u>. 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 **<u>Default of Contract</u>**. 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 **«Department_Name»** Director 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) 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) 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) 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) 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) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.5 <u>Remedies in Default</u>. 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 the 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) 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 reletting 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.

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 calendar (14) 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

21.1 <u>Arbitration</u>. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

21.2 **Operations During Dispute.**

21.2.1 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.

21.2.2 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 ACCESS TO RECORDS

22.1 In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes:



22.1.1 CONTRACTOR agrees to provide CITY, the State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

22.1.2 CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

22.2 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:

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

22.2.2 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;

22.2.3 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

22.2.4 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.

22.3 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 the provisions set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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 <u>mgraham@ppines.com</u>

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 the Iran Petroleum Energy Sector 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 if:

23.1.1 Any amount of, 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 the Iran Petroleum Energy Sector 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 (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".

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 MISCELLANEOUS

25.1 <u>Ownership of Documents</u>. 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.

25.2 <u>Legal Representation</u>. 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.

25.3 <u>Records</u>. 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 Statues.

25.4 <u>Assignments: Amendments</u>. 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.

25.5 <u>No Contingent Fees</u>. 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.

25.6 <u>Notice</u>. 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 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, Ci City of Pembroke Pir 601 City Center Way Pembroke Pines, Flor Telephone No.	nes 7, 4 th Floor rida 33025
Сору То:	Samuel S. Goren, Cit Goren, Cherof, Dood 3099 East Commerci Fort Lauderdale, Flor Telephone No. Facsimile No.	y & Ezrol, P.A. al Boulevard, Suite 200 ida 33308 (954) 771-4500
CONTRACTOR	«Vendor_Contact_T «Vendor_Name» «Vendor_Address_I «Vendor_Address_I E-mail: Telephone No: Cell phone No: Facsimile No:	Line_1» Line_2» «Vendor_Email» «Vendor_Phone_Number» «Vendor_Cell_Number»

25.7 <u>Binding Authority</u>. 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.

25.8 <u>Headings</u>. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.



25.9 <u>Exhibits</u>. 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.

25.10 <u>Severability</u>. 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.

25.11 <u>Entire Agreement and Conflicts</u>: 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, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

25.12 **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.

25.13 <u>Attorneys' Fees</u>. 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.

25.14 **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.

25.15 <u>Counterparts and Execution</u>. This Agreement may be executed 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.

25.16 <u>Compliance with Statutes.</u> 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; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

25.17 <u>Additional Background Screening Requirements.</u> In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the



CONTRACTOR shall ensure that all employees that are proving services to the CITY, shall complete and pass a **Level II background check**.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



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

CITY:

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

MARLENE D. GRAHAM, CITY CLERK

By: ______CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: ________OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By:	
Name	
Title:	

STATE OF)
) ss:
COUNTY OF	())

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ______day of ______, 2020, by _______, of «Vendor_Name», a «State_Of_Incorporation», «Vendor_Business_Type», on behalf of the corporation/limited liability company. He/she □ is personally known to me or □ has produced as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial Number, if any



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 <u>[Contractor Name]</u> 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 p	ublic
personally appeared [Contractor's R	cepresentative] as [Job Title] of	of
[Name of Contractor]	, personally known to me, or who has produce	ed
	as identification, and is the person who subscribed to the foregoin he executed the same and that (s)he was duly authorized to do so	
IN WITNESS WHEREOF, I her	eunto set my hand and official seal.	

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

"General Decision Number: FL20220197 01/14/2022

Superseded General Decision Number: FL20210197

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that aresubject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022

ASBE0060-001 09/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST	Т	
INSULATOR	\$ 34.28	14.37

CARP1809-001 06/01/2015

Rates Fringes

Acoustical Ceiling Installation, Drywall		
Finishing/Taping, Drywall Hanging, Form Work, Metal		
Stud Installation)		8.65
CARP1809-002 08/01/2016		
	Rates	Fringes
CARPENTER: PILEDRIVERMAN	\$ 25.20	10.36
ELEC0728-008 09/01/2021		
	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)	\$ 35.40	12.98
ELEV0071-002 01/01/2021		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 47.45	35.825
FOOTNOTE:		
A: Employer contributes 8% more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving	hourly rate for n Pay Credit; Pa y; Independence	r 6 months to 5 aid Holidays: Day; Labor Day;
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Da Veteran's Day; Thanksgiving Thanksgiving; and Christmas	hourly rate for n Pay Credit; Pa y; Independence Day; plus the	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Da Veteran's Day; Thanksgiving Thanksgiving; and Christmas	hourly rate for n Pay Credit; Pa y; Independence Day; plus the Day.	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Da Veteran's Day; Thanksgiving Thanksgiving; and Christmas	hourly rate for n Pay Credit; Pa y; Independence Day; plus the Day.	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Da Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Da Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe	hourly rate for n Pay Credit; Pay; Independence Day; plus the Day. Rates	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Da Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20
<pre>more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe ENGI0487-020 05/01/2016</pre>	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75 Rates \$ 26.04	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20
<pre>more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe ENGI0487-020 05/01/2016</pre>	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75 Rates	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20 Fringes
<pre>more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe ENGI0487-020 05/01/2016</pre>	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75 Rates \$ 26.04	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20 Fringes
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe ENGI0487-020 05/01/2016 OPERATOR: Concrete Pump ENGI0487-021 07/01/2016	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75 Rates \$ 26.04	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20 Fringes 9.23
<pre>more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: Backhoe/Excavator/Trackhoe ENGI0487-020 05/01/2016 OPERATOR: Concrete Pump ENGI0487-021 07/01/2016 OPERATOR: Crane All Cranes 160 Ton Capacity and Over</pre>	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75 Rates \$ 26.04 Rates	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20 Fringes 9.23
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: ENGI0487-020 05/01/2016 OPERATOR: Concrete Pump ENGI0487-021 07/01/2016 OPERATOR: Crane All Cranes 160 Ton Capacity and Over All Cranes Over 15 Ton Capacity	hourly rate for n Pay Credit; Pay y; Independence Day; plus the Day. Rates \$ 23.75 Rates \$ 26.04 Rates \$ 33.05 \$ 32.05	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20 Fringes 9.23 Fringes 9.20 9.20 9.20 9.20
more of service or 6% basic years of service as Vacatio New Year's Day; Memorial Day Veteran's Day; Thanksgiving Thanksgiving; and Christmas ENGI0487-019 07/01/2016 OPERATOR: ENGI0487-020 05/01/2016 OPERATOR: Concrete Pump ENGI0487-021 07/01/2016 OPERATOR: Crane All Cranes 160 Ton Capacity and Over All Cranes Over 15 Ton	hourly rate for n Pay Credit; Pay y; Independence Day; plus the b Day. Rates \$ 23.75 Rates \$ 26.04 Rates \$ 33.05 \$ 32.05 \$ 23.25	r 6 months to 5 aid Holidays: Day; Labor Day; Friday after Fringes 9.20 Fringes 9.23 Fringes 9.23

IRON0272-001 10/01/2021

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	Rates	Fringes
IRONWORKER, STRUCTURAL		14.16
IRON0402-001 10/01/2021		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 25.50	14.66
PLUM0719-002 09/01/2021		
	Rates	Fringes
PLUMBER	\$ 30.85	12.80
PAID HOLIDAYS: New Year's Day, Day, Thanksgiving Day and Chri employee works the scheduled w the holiday.	istmas Day	providing the
PLUM0725-001 07/16/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations)	\$ 39.18	13.60
* SFFL0821-004 12/31/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 30.63	21.09
SHEE0032-001 12/01/2013		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation		12.18
SUFL2014-005 08/16/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 13.06	0.70
IRONWORKER, REINFORCING	\$ 17.72	0.00
LABORER: Common or General, Including Cement Mason Tending.	\$ 12.79	0.00
LABORER: Pipelayer	\$ 13.56	1.34
OPERATOR: Bulldozer	\$ 15.40	1.90
OPERATOR: Grader/Blade	\$ 18.97	0.00
OPERATOR: Loader	\$ 16.00	2.82
OPERATOR: Roller	\$ 14.43	4.78

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PAINTER: Brush, Roller and Spray\$ 16.00	3.48
ROOFER\$ 19.98	4.77
TILE SETTER\$ 18.01	0.00
TRUCK DRIVER: Dump Truck\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck\$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

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the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

Attachment F: 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Electronic Code of Federal Regulations

e-CFR data is current as of July 15, 2021

<u>Title 2</u> \rightarrow <u>Subtitle</u> A \rightarrow <u>Chapter II</u> \rightarrow Part 200

Title 2: Grants and Agreements <u>PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND</u> <u>AUDIT REQUIREMENTS FOR FEDERAL AWARDS</u>

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote costeffective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases*—(i) *Distribution*. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards*. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds*. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with \$200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases*—(i) *Small purchase procedures*. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids*. A procurement method in which bids are publicly solicited and a firm fixedprice contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals*. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement*. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means 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.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the

specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

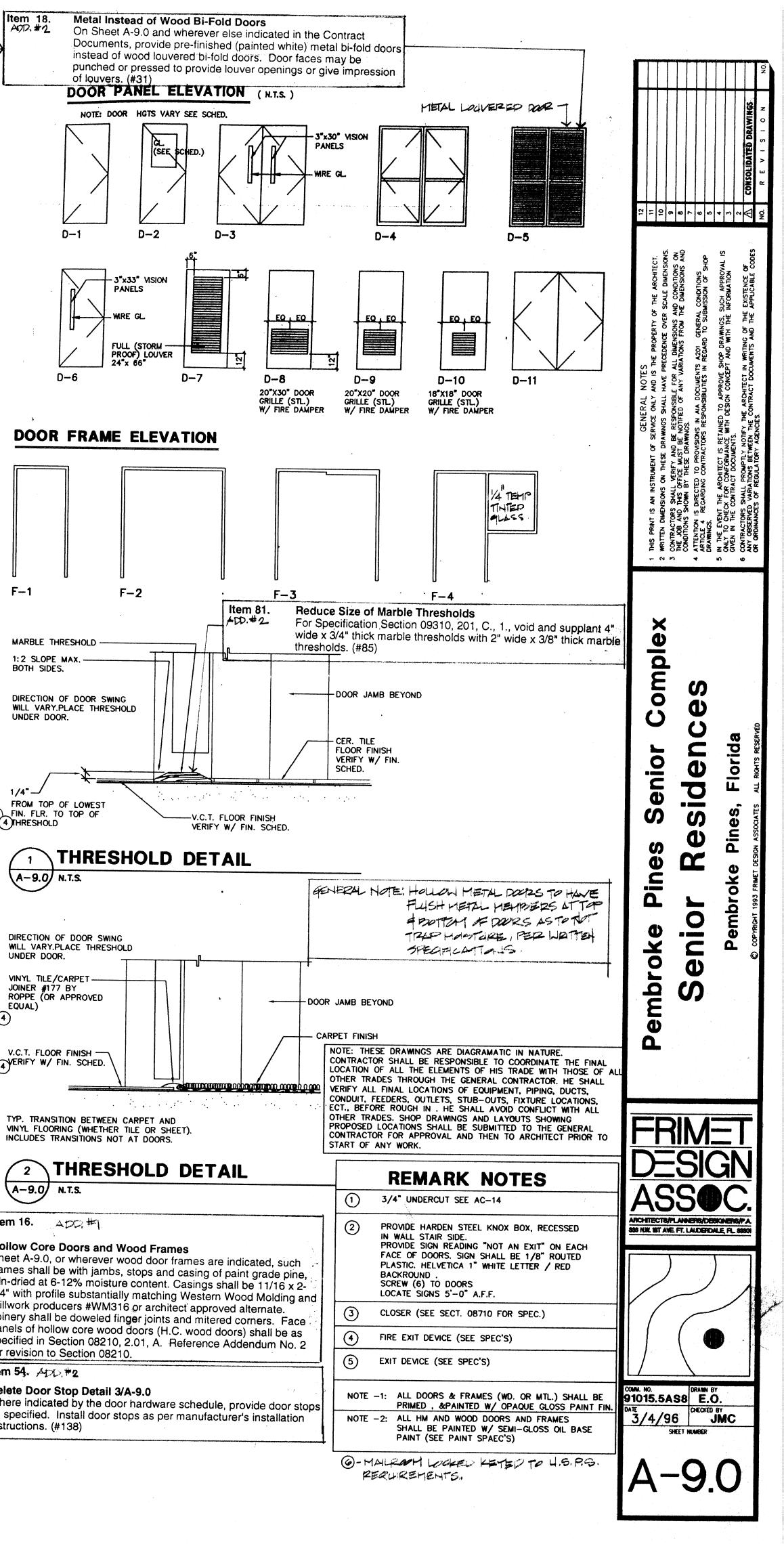
(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

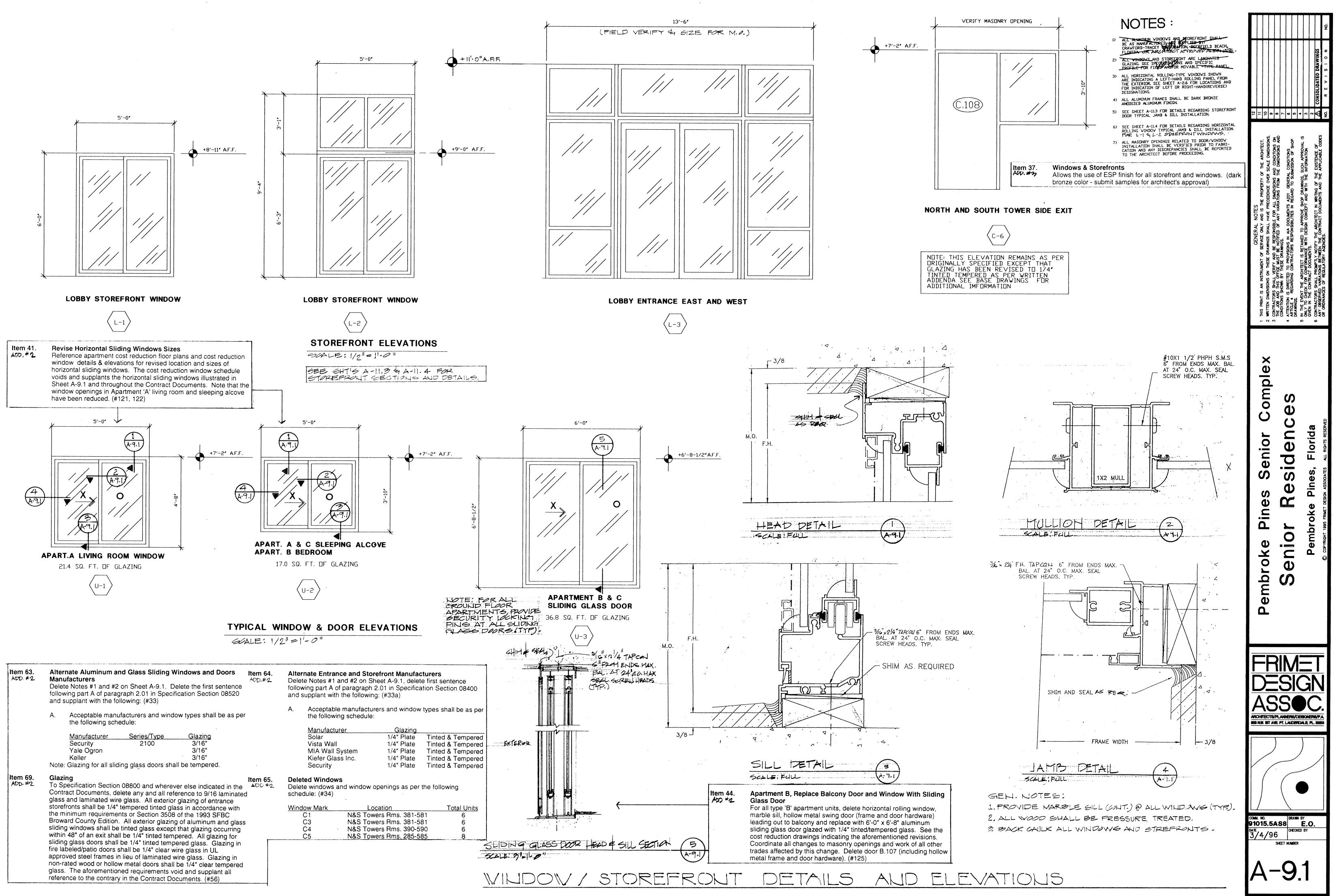
Elevations and Schedule ardware rame Door . ${\bf O}$ Attachment

		LOCA	TION			DOC	DR PA	NEL			C	OOR FR	AME	LABEL	HARI	OWARE	T	
	DOOR No.	FROM	то	DOOR ELEV.	MATERIAL	- WIDTH	нт.	тк.	FINISH	SPECIAL FEATURES	FRAMI ELEV.	MATERIAL	FINISH	FIRE	GROUP NO.	T		
	L.1	LOBBY	EXTERIOR	D-4	ALUM.	(2)3'-0"	8'-0"		FACTORY		-	ALUM.	FACTORY		1	METAL	BY STOREFRONT MFR.	
	L.2 L.3	LOBBY	EXTERIOR SECURITY OFFICE	D-4	ALUM.	(2)3'-0"	8'-0"		FACTORY		-	ALUM.	FACTORY		2	METAL	BY STOREFRONT MFR.	53 53
	L.4	HALL	JANITOR CLOSET	D-1 D-1	S.C.WD.	3'-0" 3'-0"	7'-0" 7'-0"	1 3/4" 1 3/4"	PAINT PAINT		F-1	HOLLOW MTL.	PAINT	3/4 HR.	23	METAL		(3)
	L.5	H.C. TOILET	HALL	D-1	S.C.WD.	3'-0"	7'-0"	1 3/4"	PAINT		F-1 F-1	HOLLOW MTL.		3/4 HR.	14	MARBLE		$\bigcirc \bigcirc \bigcirc \bigcirc$
Ō	L.6	N.ELEV.RM.	EXTERIOR	D-7	Н.М.	3'-0"	7'-0"	1 3/4"	PAINT		F-1	HOLLOW MTL.			24	MARBLE		13
2	L.7 L.8	S.ELEV.RM. SECRETARY	EXTERIOR MANAGER'S, OFF.	D-7	, H.M.	3'-0"	7'-0"	1 3/4"	PAINT		F-1	HOLLOW MTL.	PAINT		6	METAL		
4	L.9	LOBBY	SECRETARY	D-1 D-1	S.C.WD.	3'-0" 3'-0"	7'-0" 7'-0"	1 3/4" 1 3/4"	PAINT PAINT		F-1	HOLLOW MTL.			10	METAL	· · · · · · · · · · · · · · · · · · ·	
							/ -0	1 3/4			F-1	HOLLOW MTL.		3/4 HR.	23	MARBLE		3
ż	R.10	EXTERIOR	FIRE PUMP	D-7	Н.М.	3'-6"	7'-0"	1 3/4"	PAINT		F-1	HOLLOW MTL.	PAINT		26			
	R.11	EXTERIOR	GENERATOR RM.	D-7	Н.М.	3'-0"	7'-0"	1 3/4"	PAINT		F-1	HOLLOW MTL.			26			(3)
50				-														
_ ح به				+				1		item 71	'C' La	hel Masonite	Panel Anar	tment Entry Doo				
1 m O										ADD #2	Fora	apanment e	ntry doors tro	in the corridors, p	rbvide 3/4	HR-101		
MER										<i>x</i>	rotary	cut birch or b	bech face pa	face panels instea nel solid core doc	ors specifie	d in		
ШК											08210	, 2-01. Doors C' Label fire-I	s shall comply	with UL requirer	nents for 3	4-		
MODE	A.101	CORRIDOR	FOYER	D-1	S.C.WD.	3'-0"	6'-8"	1 3/4"										
A.1	A.102	BATH RM.	FOYER	D-1	H.C. W D.	3'-0"	6'-8"		PAINT		F-1	MASONITE/WD		3/4 HR.	18 <u>-</u> 21		DOOR AND FRAME AT 1 HR. FIRE RATED WALL	3
	A.103	LIVING RM.	CLOSET	D-5	METAL	3'-0"	6'-8"		PRE-PAINT		1	WOOD	PAINT		21	MARBLE	LOUVERED FOLDING DOOR	
	A.104 A.105	SLEEPING FOYER	BALCONY	D-1	H.M.	3'-0"	6'-8"		PAINT		F-1	HOLLOW MTL.			19	METAL		
	B 101	CORRIDOR	FOYER	₽-1 D-1	H.C.WD S.C.WD.	3'-0" 3'-0"	6'-8"	1 3/8"	PAINT			WOOD	PAINT		22			
MODEL B.1	B.102	FOYER	LINEN	D-5	METAL	2'-6"	6'-8" 6'-8"		PAINT PRE-PAINT		F·	WOOD/MASON		314 HR.	18	METAL	DOOR AND FRAME AT I HR. FIRE RATED WAL	- 3
0.1	B.103	FOYER	STORAGE CLOSET	D-5	METAL	(z)2'-0"	6'-8"		PRE-PAINT			WOOD	PAINT PAINT		29 29		LOUVERED FOLDING DOOR	
	B.104	BATH RM.	FOYER	D-1	H.C.WD.	3'-0"	6'-8"	1 3/8"	PAINT		1	WOOD	PAINT		25	MARBLE	LOUVERED FOLDING DOOR	
	B.105 B.106	FOYER BEDROOM	BEDROOM	D-1	H.C.WD.	3'-0"	6'-8"		PAINT			WOOD	PAINT		21			\bigcirc
	B.100	BEDROUM	CLOSET	D-5	METAL	3'-0"	6'-8"	1 3/8"	PRE-PAINT			WOOD	PAINT		23		LOUVERED FOLDING DOOR	
MODEL	UC.101	CORRIDOR	FOYER	D-1	S.C.WD.	3'-0"	6'-8"	1 3/4"	PAINT	+	F-1	WASDNITE/WD	BAINT	7.44.445			•	
C.1	UC.102	BATH RM.	FOYER	D-1	H.C.WD.	3'-0"	6'-8"		PAINT		F-1	AL CANADANAL MANAGEMENT PLANAGEMENT	PAINT	3/4 HR.	18 21	MARBLE	DOOR AND FRAME AT 1 HR. FIRE RATED WALL	3
	UC.103	FOYER	CLOSET	D-5	METAL	(2)2'-0"	6'-8"	1"	PRE-PAINT			WOOD	PAINT		29	METAL		
i						<u> </u>												
6	C.101	ELEV. LOBBY	MAIN LOBBY	D-3	Н.М.	(2)3'-0"	7'-0"	1 3/4"	PAINT		F-2	HOLLOW MTL.		3 HR."A"LABEL	11			
	C.102	ELEV. LOBBY	MAIL RM181	D-1	S.C.WD.	3'-0"	7'-0"	1 3/4"	PAINT		F-1	HOLLOW MTL.		3/4 HR.	23	METAL A	A"LABEL DOOR & FRAME AT 3 HR. FIRE WALL& I DOOR AND FRAME AT 1 HR. FIRE RATED WALL	
•	C.103 C.104	ELEV. LOBBY TRASH VEST182	TRASH VEST182		Н.М.	3'-0"	7'-0"	-		IRE GL.VISION PNL.	F1	HOLLOW MTL.	PAINT	1 1/2 HR. "B"LABEL			DOOR AND FRAME AT 1 HR. FIRE RATED WALL	3@ 3
	C.104	STAIR-1	EXTERIOR	D-6 D-1	H.M. H.M.	3'-0" 3'-0"	7'-0" 7'-0"	1 3/4" 1 3/4"	PAINT		F-1	HOLLOW MTL.		1 1/2 HR."B"LABEL	13	METAL	"B"LABEL DOOR & FRAME AT 2 HR. FIRE WALL	
	C.106	TRASH RM-183	EXTERIOR		STL.	6'-0"	7'-0"		FACTORY		F-1	HOLLOW MTL.	PAINT FACTORY		7		PROVIDE PANIC HWR.	23 53
EA	C.107	ELEV. LOBBY	STORAGE-184	D-1	H.M.	3'-0"	7'-0"	1 3/4"	PAINT		F-1	HOLLOW MTL.		3/4 HR.	31 14	METAL	DOOR AND FRAME AT 1 HR. FIRE RATED WALL	
AREOR	C.108 C.109	CORRIDOR-180 ELEV.2 RM185	EXTERIOR EXTERIOR	D-1	Н.М.	3'-0"	7'-0"	1 3/4"			F-4	HOLLOW MTL.	PAINT		7		WITH SIDELIGHT PANEL(1/4" TINT. TEMP. GLS)	53
	C.110	CORRIDOR-180	ELECT. RM186	D-9 D-1	H.M. H.M.	3'-0" 3'-0"	7'-0" 7'-0"	1 3/4" 1 3/4"	PAINT		F-1	HOLLOW MTL.		1 1/2 HR."B"LABEL	6	METAL		(3)
II∑ [™]	C.111	CORRIDOR-180	MECH.RM187	D-9	Н.М.	<u>3'-0"</u>	7'-0"	1 3/4"		*****	F-1 F-1	HOLLOW MTL.		3/4 HR.	14		DOOR AND FRAME AT 1 HR. FIRE RATED WALL	3
COM	C.111B	CORRIDOR-180	JANITOR ROOM	D-9	Н.М.	3'-0"	7'-0"	1 3/4"			F-1	HOLLOW MTL.		3/4 HR. 3/4 HR.	14 14		DOOR AND FRAME AT 1 HR. FIRE RATED WALL DOOR AND FRAME AT 1 HR. FIRE RATED WALL	3
	C.112	CORRIDOR-180	CORRIDOR-189	D-3		(2)3'-0"	7'-0"			RE GL. VISION PNL.	F-3	HOLLOW MTL.	STAIN	3/4 HR.	5		OOR AND FRAME AT 1 HR. FIRE RATED WALL &	HOLD OPEN
ך א מ	- C.113 C.114	SOCIAL RM. 188 AHU CL190	CORRIDOR-189	D-10	<u>н.м.</u> Н.м.			1 3/4"				HOLLOW MTL.			7	METAL		BB
DOOR	C.115	CORRIDOR-189	RECREATION	D-10			7'-0" 7'-0"		PAINT PAINT		F-1 F-2	HOLLOW MTL.		3/4 HR.	14		DOOR AND FRAME AT 1 HR. FIRE RATED WALL	(1)(3)
<u> </u>	C.116	CORRIDOR-189	SMOKE VEST191	D-6	Н.М.					RE GL. VISION PNL.		HOLLOW MTL.		3 HR."A"LABEL	17A 13	METAL A	VELABEL DOOR & FRAME AT 3 HR. FIRE WALL &	HOLD OPEN
	C.117	SMOKE VEST191		D-6	Н.М.	3'-0"	7'-0"	1 3/4"				HOLLOW MTL.		1 1/2 HR. "B"LABEL 1 1/2 HR."B"LABEL			DOOR AND FRAME AT 1 HR. FIRE RATED WALL "B"LABEL DOOR & FRAME AT 2 HR. FIRE WALL	(3)
	C.118 C.119	STAIR-2 CORRIDOR-189	EXTERIOR EXTERIOR	D-1	H.M.	3'-0"	7'-0"		PAINT		F-1	HOLLOW MTL.					PROVIDE PANIC HWR.	53
	C.120	CORRIDOR-180	ELEC. ROOM-186	D-11 D-9	H.M. ((2)3'-0" 2'-0"	7'-0" 7'-0"	1 3/4" 1 3/4"			F-2	HOLLOW MTL.				METAL	· · · · ·	34
~	C.201	ELEV. LOBBY	STORAGE-281	D-1	H.M.		6'-8"					HOLLOW MTL.		3/4 HR.			DOOR AND FRAME AT 1 HR. FIRE RATED WALL	3
FLA		SMOKE VEST282	STAIR-1	D-6	Н.М.			1 3/4"			F-1 F-1	HOLLOW MTL.		3/4 HR. 1 1/2 HR."B"LABEL		METAL		13
그 돈	C.203	ELEV. LOBBY			Н.М.				PAINT			HOLLOW MTL.		1 1/2 HR. "B"LABEL		METAL	"B"LABEL DOOR & FRAME AT 2 HR. FIRE WALL	3
	C.204 C.205	ELEV. LOBBY TRASH VEST283	TRASH VEST283 STORAGE-284	D-1 D-1	H.M.	<u> </u>		1 3/4"				HOLLOW MTL.	STAIN	3/4 HR.		METAL		$\boxed{13}$
ы Б	C.206	CORRIDOR-280			H.M. H.M.		6'-8" 6'-8"		PAINT PAINT WIF	RE GL.VISION PNL.		HOLLOW MTL.		3/4 HR.		METAL		13
no .	C.207		ELECT. RM286	D-9	Н.М.		6'-8"			- JEINJUN FNL		HOLLOW MTL.		3/4 HR. 3/4 HR.		METAL		3
REA THR VEL	C.208	CORRIDOR-280		D-8	Н.М.	3'-0"		1 3/4" F				HOLLOW MTL.		3/4 HR.		METAL METAL		3
I ARE R. TH LEVE	C.208B	CORRIDOR-280	JANITOR ROOM		Н.М.		6'-8"	1 3/4" F	PAINT			HOLLOW MTL.		3/4 HR.		METAL		<u>3</u>
COMMON COND FLR. NTHOUSE	C.209			D-3	1			1 3/4" 9		RE GL.VISION PNL	F-2	HOLLOW MTL.	PAINT	3/4 HR.		METAL		(3)(4)
NMC DC	C.210 C.211	SOCIAL RM288 CORRIDOR-289	AHU CL290	D=1 D-10	н.м.			1 3/4" F				HOLLOW MTL. 1				METAL		
				D-6	н.м.				PAINT PAINT WIF	RE GL.VISION PNL.		HOLLOW MTL. F		3/4 HR.		METAL		$\bigcirc \bigcirc \bigcirc$
AT SEC		SMOKE VEST 291	STAIR-2	D-6	Н.М.	3'-0"	6'-8"		PAINT		·····	HOLLOW MTL. F		1/2 HR. 113" LABEL		METAL "		
S 🕒 🛪		ELECT. ROOM 286		D-1	Н.М.		7'-0"	1 3/4" F	PAINT			HOLLOW MTL. F		3/4 HR.	·····		B [*] LABEL DOOR & FRAME AT 2 HR. FIRE WALL DOOR AND FRAME AT 1 HR. FIRE RATED WALL	<u>3</u>
DOOR TYP.				D-6	H.M.							HOLLOW MTL.				METAL		
			L	D-7	H.M.	6'-0"	6'-8"	1 3/4" F	AINT		F-2	OLLOW MTL. F	PAINT		35	METAL		
	C.616	STAIR-2	ROOF LEVEL	D-6	H.M.	3'-0"	5'-8"	1 3/4" P	AINT		F-1	OLLOW MTL. F						-

Delete Wood Casing Around Bi-Fold Door Openings Instead of wood cased openings, provide painted drywall around bifold door openings. Discontinue run of wood baseboards at jamb face of wall openings of bi-fold doors and then continue run of

Item 17.





Window Mark	Location
C1	N&S Towers Rms. 381-581
C3	N&S Towers Rms. 381-581
C4 ·	N&S Towers Rms. 390-590
C5	N&S Towers Rms. 285-585

Elevations torefront S MC Winde Ŧ Attachment

Attachment I: Notices of Acceptance for Approved Products

Attachment I: Notices of Acceptan	ce for Approved Products
Horizontal Roller Windows NOA	Page 1-24
Storefront Glass System NOA	Page 25 - 44



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) NOTICE OF ACCEPTANCE (NOA)

PGT Industries, Inc. 1070 Technology Drive North Venice, FL 34275

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.

DESCRIPTION: Series "HR7710A" Aluminum Horizontal Roller Window – L.M.I.

APPROVAL DOCUMENT: Drawing No. **7710NOA-1**, titled "Aluminum Horiz. Roller Install (LM)", sheets 1 through 19 of 19, dated 06/30/18, with revision A dated 03/11/20, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, 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 No. 18-0627.01 and consists of this page 1 and evidence pages E-1, E-2, E-3 and E-4, as well as approval document mentioned above.

The submitted documentation was reviewed by Manuel Perez, P.E.

1. EVIDENCE SUBMITTED UNDER PREVIOUS NOA's

A. DRAWINGS

- 1. Manufacturer's die drawings and sections. *(Submitted under NOA No. 18-0627.01)*
- Drawing No. 7710NOA-1, titled "Aluminum Horiz. Roller Install (LM), sheets 1 through 19 of 19, dated 06/30/18, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E. (Submitted under NOA No. 18-0627.01)

B. TESTS

- 1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
 - 2) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
 - 3) Water Resistance Test, per FBC, TAS 202-94
 - 4) Large Missile Impact Test per FBC, TAS 201-94
 - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 6) Forced Entry Test, per FBC 2411.3.2.1, and TAS 202-94

along with marked-up drawings and installation diagram of an aluminum horizontal sliding window, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-18-7891**, dated 06/06/18, signed and sealed by Idalmis Ortega, P.E.

(Submitted under NOA No. 18-0627.01)

- 2. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
 - 2) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
 - 3) Water Resistance Test, per FBC, TAS 202-94
 - 4) Large Missile Impact Test per FBC, TAS 201-94
 - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 6) Forced Entry Test, per FBC 2411.3.2.1, and TAS 202-94

along with marked-up drawings and installation diagram of an aluminum horizontal sliding window, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-18-7891.01**, dated 07/03/18, signed and sealed by Idalmis Ortega, P.E. *(Submitted under NOA No. 18-0627.01)*

C. CALCULATIONS

1. Anchor verification calculations and structural analysis, complying with **FBC 6th Edition (2017)**, dated 06/18/18 and updated on 07/25/18, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.

(Submitted under NOA No. 18-0627.01)

2. Glazing complies with **ASTM E1300-09**

1. EVIDENCE SUBMITTED UNDER PREVIOUS NOA's (CONTINUED)

D. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER).

E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 17-1114.14 issued to Kuraray America, Inc. for their "Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers" dated 01/18/18, expiring on 07/08/19.
- 2. Notice of Acceptance No. 17-0808.02 issued to Kuraray America, Inc. for their "SentryGlas® (Clear and White) Glass Interlayers" dated 12/28/17, expiring on 07/04/23.

F. STATEMENTS

- Statement letter of conformance to FBC 6th Edition (2017), dated July 25, 2018, issued by manufacturer, signed and sealed by Anthony Lynn Miller, P.E. (Submitted under NOA No. 18-0627.01)
- Statement letter of no financial interest, dated July 25, 2018, issued by manufacturer, signed and sealed by Anthony Lynn Miller, P.E. (Submitted under NOA No. 18-0627.01)
- Proposal No. 18-0289 issued by the Product Control Section, dated 02/20/18, signed by Manuel Perez, P.E (Submitted under NOA No. 18-0627.01)

G. OTHERS

1. None.

2. NEW EVIDENCE SUBMITTED

A. DRAWINGS

1. Drawing No. 7710NOA-1, titled "Aluminum Horiz. Roller Install (LM), sheets 1 through 19 of 19, dated 06/30/18, with revision A dated 03/11/20, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.

B. TESTS

- 1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
 - 2) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
 - 3) Water Resistance Test, per FBC, TAS 202-94
 - 4) Large Missile Impact Test per FBC, TAS 201-94
 - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 6) Forced Entry Test, per ASTM F588 and TAS 202-94

along with marked-up drawings and installation diagram of all PGT Industries, Inc. representative units listed below and tested to qualify **Dowsil 791** and **Dowsil 983** silicones, prepared by Fenestration Testing Laboratory, Inc., Test Reports No.: **FTL-7897**, PGT PW5520 PVC Fixed Window (unit 6 in proposal), dated 09/03/14 **FTL-20-2107.1**, PGT SGD780 Aluminum Sliding Glass Door (unit 7 in proposal) **FTL-20-2107.2**, PGT CA740 Alum. Outswing Casement Window (unit 8 in proposal) **FTL-20-2107.3**, PGT PW7620A Aluminum Fixed Window (unit 9 in proposal) and **FTL-20-2107.4**, PGT PW7620A Aluminum Fixed Window (unit 10 in proposal) dated 07/13/20, all signed and sealed by Idalmis Ortega, P.E

C. CALCULATIONS

 Anchor verification calculations and structural analysis, complying with FBC 6th Edition (2017), prepared by manufacturer, dated 06/18/18, revised on 07/25/18 and updated to the FBC 7th Edition (2020) on 04/02/20, signed and sealed by Anthony Lynn Miller, P.E.

D. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER)

E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 19-0305.02 issued to Kuraray America, Inc. for their "Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers" dated 05/09/19, expiring on 07/08/24.
- 2. Notice of Acceptance No. 18-0725.11 issued to Kuraray America, Inc. for their "Kuraray SentryGlas[®] Xtra[™] (SGX[™]) Clear Glass Interlayer" dated 05/23/19, expiring on 05/23/24.

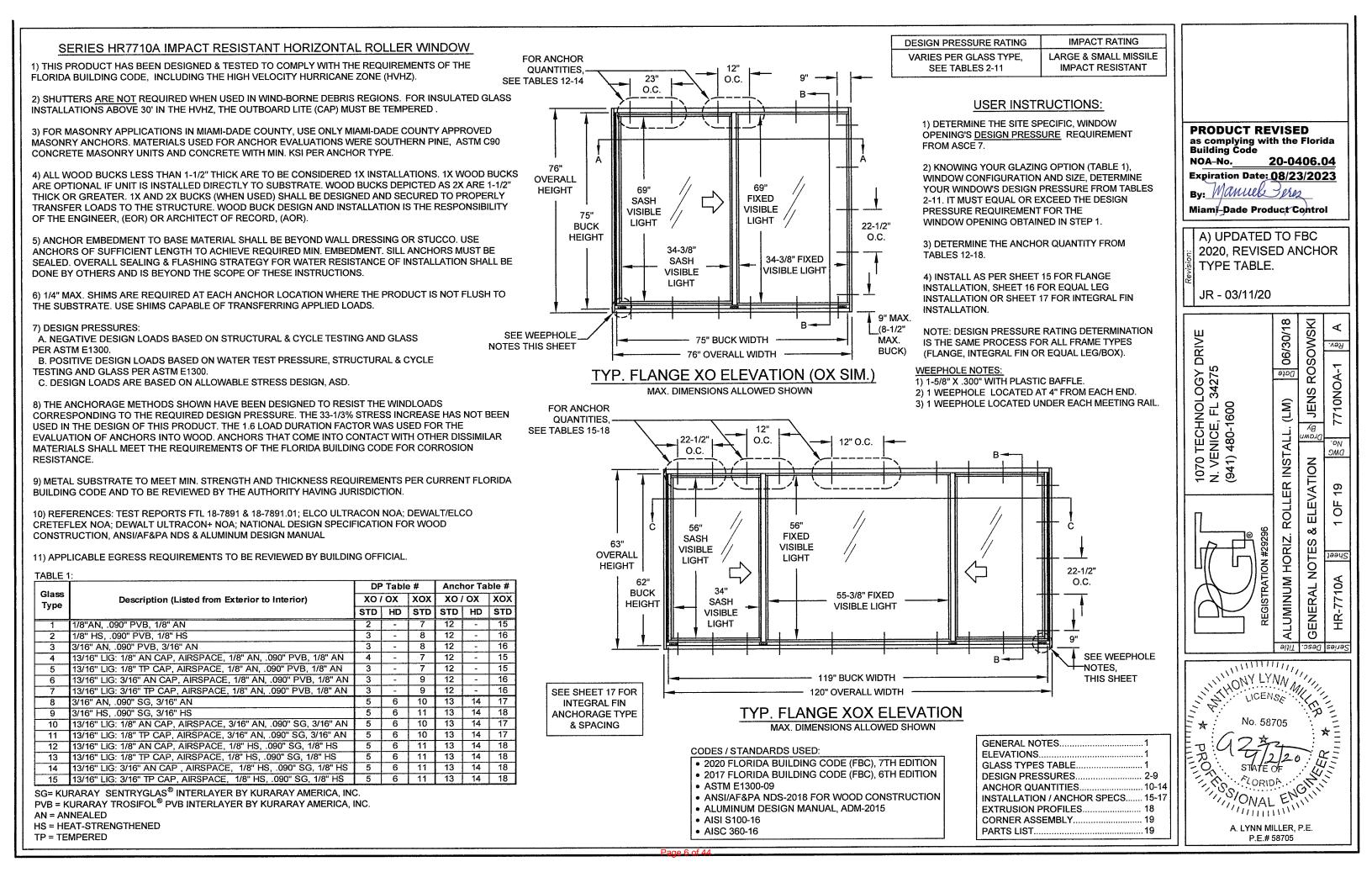
2. NEW EVIDENCE SUBMITTED (CONTINUED)

F. STATEMENTS

- 1. Statement letter of conformance, complying with FBC 6th Edition (2017) and the FBC 7th Edition (2020), dated March 10, 2020, issued by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.
- 2. Statement letter of no financial interest, dated March 10, 2020, issued by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.
- **3.** Proposal No. **19-1155 TP** issued by the Product Control Section, dated January 10, 2020, signed by Ishaq Chanda, P.E.

G. OTHERS

1. Notice of Acceptance No. **18-0627.01**, issued to PGT Industries, Inc. for their Series "HR7710A" Aluminum Horizontal Roller Window - L.M.I. approved on 08/23/18 and expiring on 08/23/23.



Overall Width	Design	Pressur	e (lbs/ft ²	²) for XO	& OX W	indows		ass Type: eting Rail:	1 Standard	
vviatri	21-1/8" O	verall Hgt.	37" Ove	rall Hgt.	49" Ove	rall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.
20"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0
25"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0
37"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0
49"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0
61"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0
67"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0
74"	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+65.0	-65.0	+63.3	-63.3

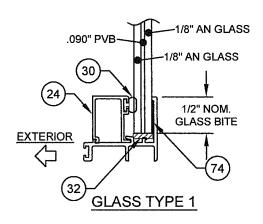
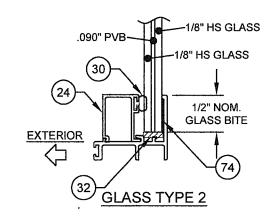
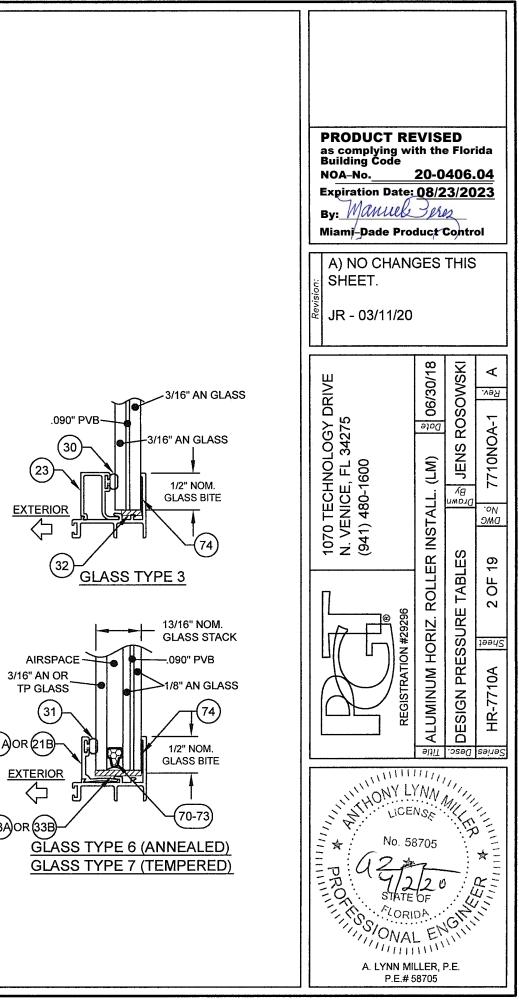
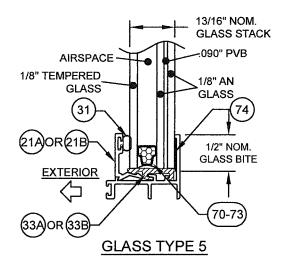
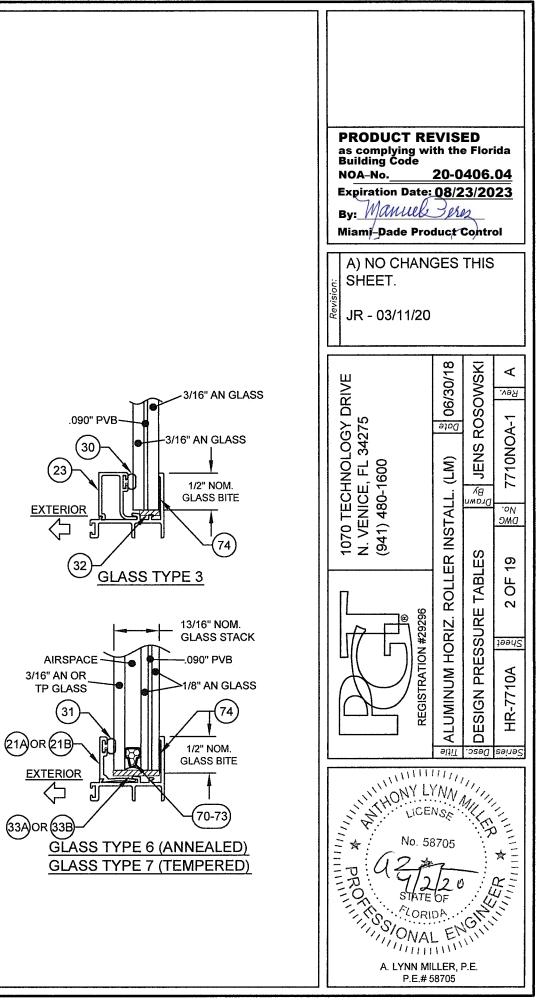


TABLE 3:										
Overall	Design	Pressur				K	Gla	iss Types:	2, 3, 5, 6,	7
Width	Design	Pressur	e (ips/π) for XU	& OX W	indows	Me	eting Rail:	Standard	
, maan	21-1/8" O	verall Hgt.	37" Ove	rall Hgt.	49" Ove	rall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.
20"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
25"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
37"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
49"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
61"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
67"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-79.2*
74"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-72.2*









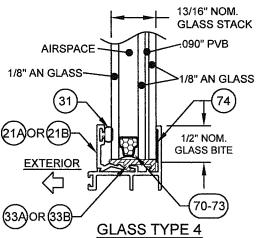
NOTES:

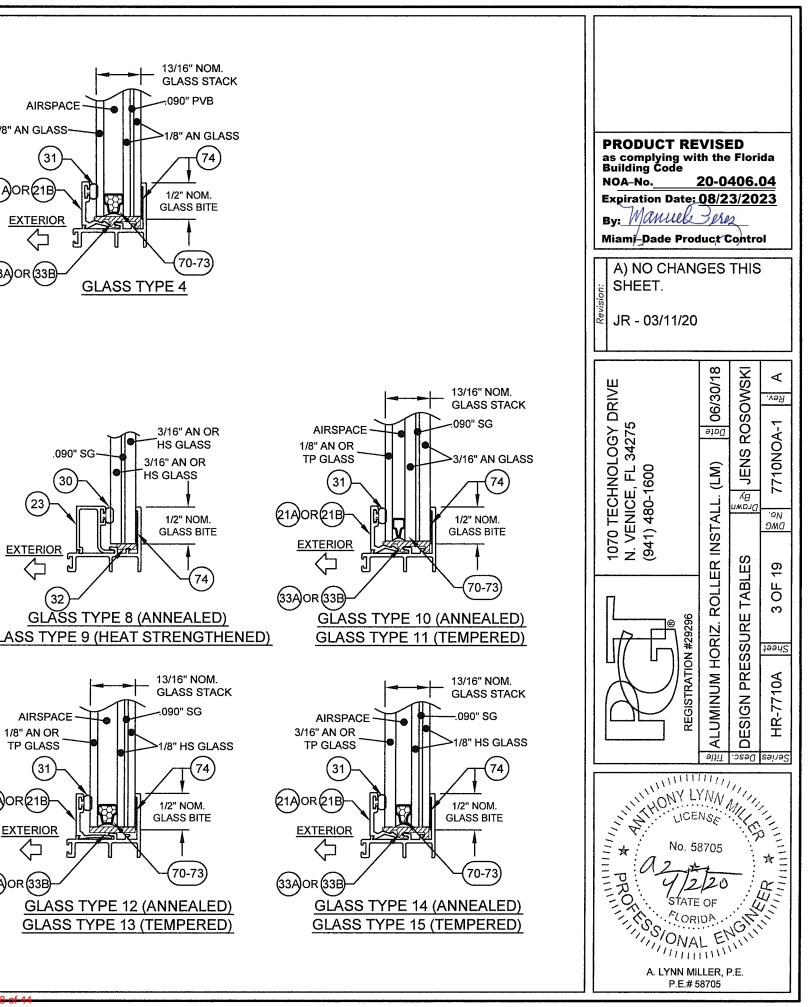
1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR INTEGRAL FIN AND EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

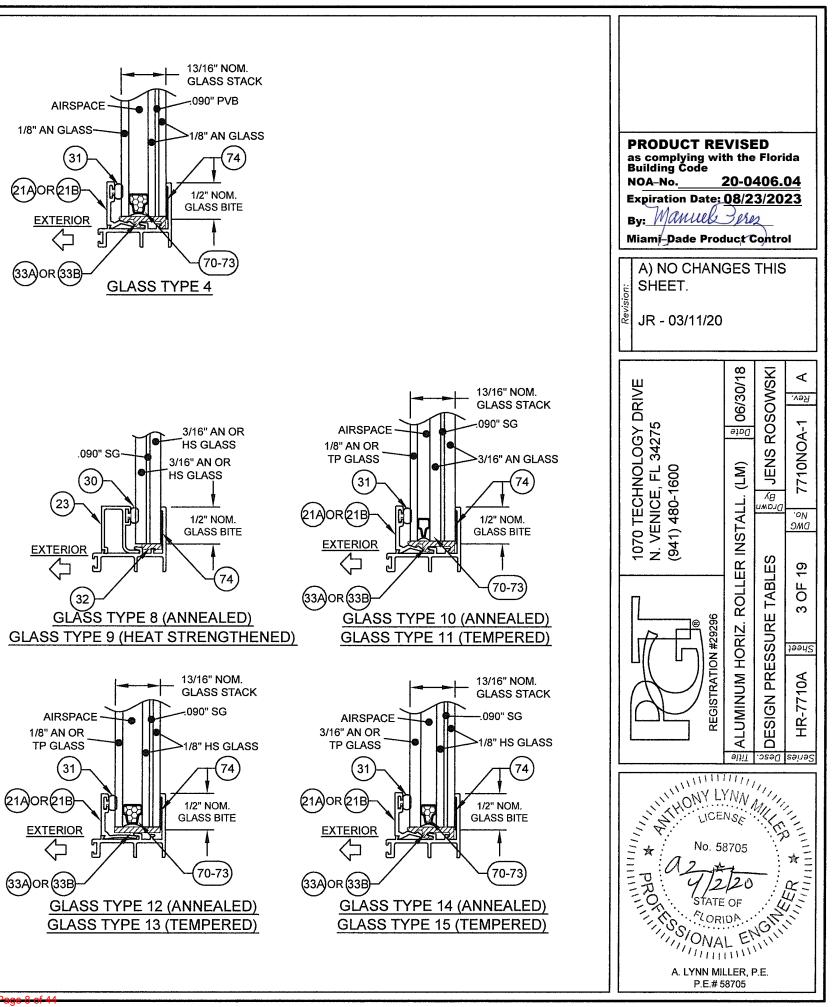
2) FOR SIZES NOT SHOWN, ROUND UP TO THE NEXT AVAILABLE SIZE.

*-80.0 FOR GLASS TYPES 2, 3, 6 & 7

Overall Width	Design	Pressur	e (lbs/fť	²) for XO	& OX W	/indows		ass Type: eting Rail:	4 Standard		
vviatn	21-1/8" O	verall Hgt.	37" Ove	rall Hgt.	49" Ove	rall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.	
20"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0 -80.0		1/
25"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	
37"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	Q1.
49"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	en.
61"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-76.8	
67"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-71.3	
74"	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-77.1	+64.9	-64.9	(33,

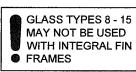






Overall	Desim	Dressu		²) 6 V O		lin dansa	Gla	ass Types:	8 thru 15	
Width	Design	Pressul	π(al) er) TOP XU		/indows	Me	eting Rail:	Standard	
	21-1/8" O	verall Hgt.	37" Ove	erall Hgt.	49" Ove	erall Hgt.	55" Ove	erall Hgt.	63" Ove	erall Hgt.
20"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
25"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
37"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
49"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
61"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-101.9*
67"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-95.7*
74"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-90.0*

*-110.0 FOR GLASS TYPES 9, 12, 13, 14 & 15



NOTES:

TABLE 5:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR INTEGRAL FIN AND EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

O veral l Width		Design	Pressu	re (lbs/ft ²	²) for XO	& OX W	/indows			iss Types: eting Rail:		ty
widen	21-1/8" O	verall Hgt.	37" Ove	rall Hgt.	49" Ove	erall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.	76" Ove	erall Hgt.
20"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
25"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
37"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
49"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
61"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
67"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-109.8*
76"	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-105.8*

AIRSPACE -

(31)

GLASS TYPE 10 (ANNEALED)

GLASS TYPE 11 (TEMPERED)

្លា

1/8" AN OR

TP GLASS

13/16" NOM.

-090" SG

1/2" NOM,

GLASS BITE

70-73

GLASS STACK

>3/16" AN GLASS

(74)

GLASS TYPES 8 - 15 MAY NOT BE USED WITH INTEGRAL FIN FRAMES



図

AIRSPACE

(31)

1/8" AN OR

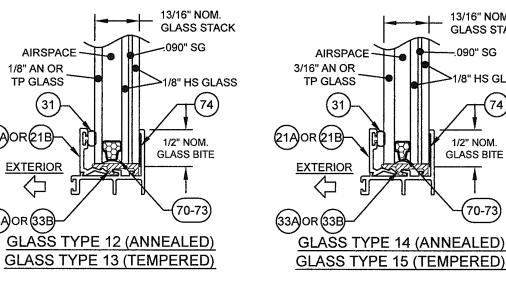
TP GLASS

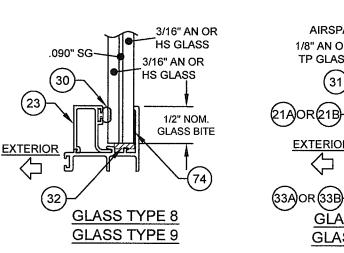
EXTERIOR

 \Diamond

21AOR 21B-

(33A)OR (33B)-

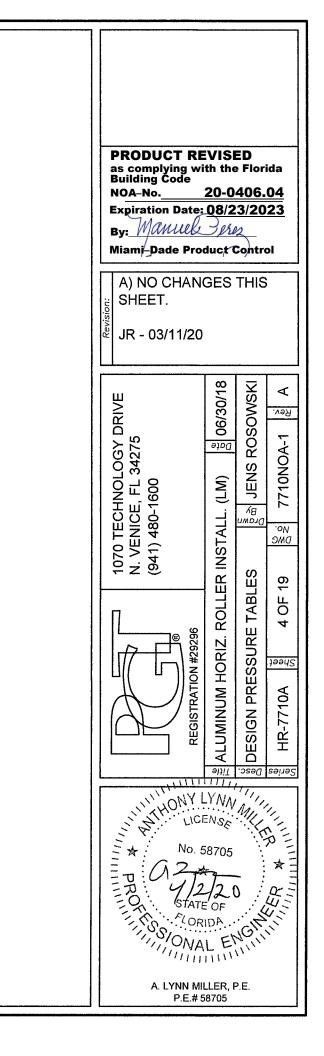




NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

2) FOR SIZES NOT SHOWN, ROUND UP TO THE NEXT AVAILABLE SIZE.



13/16" NOM. GLASS STACK

-.090" SG

>1/8" HS GLASS

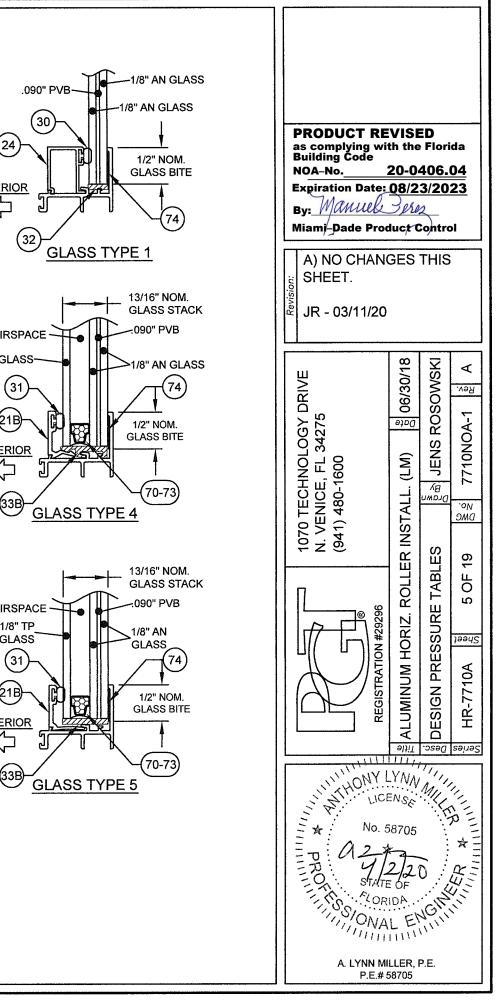
1/2" NOM. GLASS BITE

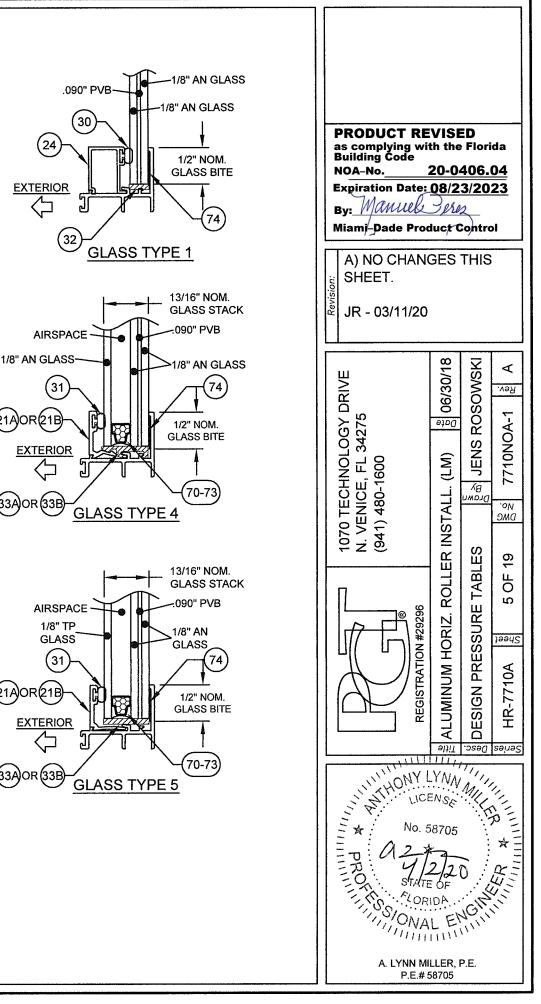


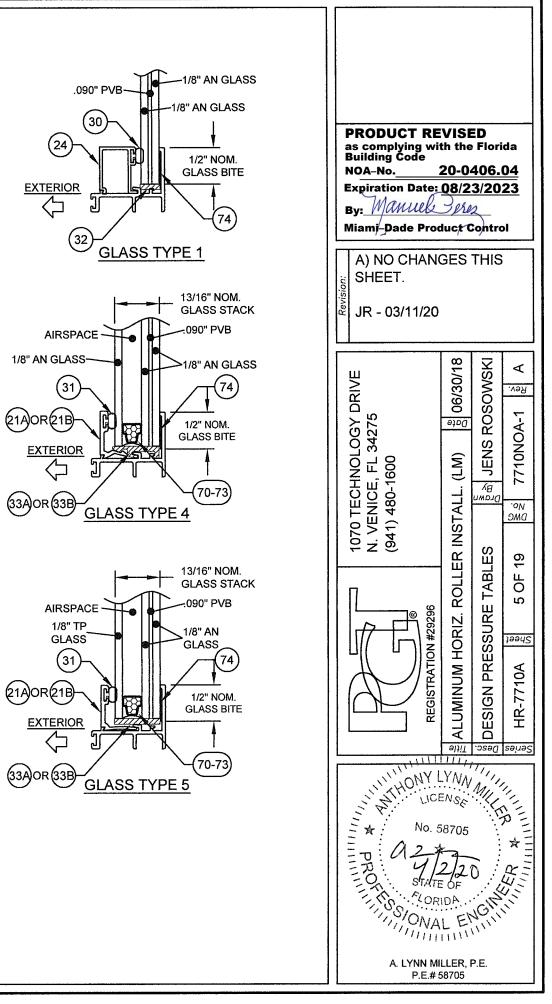
Overall Width	Sash	Sash Width		Design P	ressur	e (lbs/f	t ²) for X	OX Wi	ndows			s Types: ting Rail:	1, 4, 5 Standard	1	
vviatri	Configuration	Range (in)	21-1/8" O	verall Hgt.	29" Ove	rall Hgt.	37" Ove	rall Hgt.	49" Ove	rall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.	
44"	1/4-1/2-1/4	12.038 - 12.052	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
44	1/3-1/3-1/3	12.053 - 15.008	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
49"	1/4-1/2-1/4	12.038 - 13.302	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
43	1/3-1/3-1/3	13.303 - 16.675	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	<u>EXT</u>
53-1/8"	1/4-1/2-1/4	12.038 - 14.333	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	· · · ·
55-176	1/3-1/3-1/3	14.334 - 18.050	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
61"	1/4-1/2-1/4	12.038 - 16.302	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
01	1/3-1/3-1/3	16.303 - 20.675	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
	1/4-1/2-1/4	12.038 - 20.052	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+51.9	-51.9	
76"	custom	20.053 - 22.185	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	
	1/3-1/3-1/3	22.186 - 25.675	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	1/8" AN
	1/4-1/2-1/4	** - 24.082	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+58.2	-58.2	+53.9	-53.9	+48.7	-48.7	
92-1/8"	custom	24.083 - 26.185	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+57.8	-57.8	
	1/3-1/3-1/3	26.186 - 31.038	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	21A0F
	1/4-1/2-1/4	** - 25.302	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+58.2	-58.2	+53.9	-53.9	+48.7	-48.7	<u>EX</u> 1
97"	custom	25.303 - 27.185	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+55.5	-55.5	•
	custom	27.186 - 31.038	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+58.6	-58.6	(33A)OF
	1/4-1/2-1/4	** - 28.302	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+58.2	-58.2	+53.9	-53.9	+48.7	-48.7	\smile
109"	custom	28.303 - 29.185	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+59.8	-59.8	+51.3	-51.3	
	custom	29.186 - 31.038	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+52.5	-52.5	
120"	1/4-1/2-1/4	** - 31.038	+60.0	-60.0	+60.0	-60.0	+60.0	-60.0	+58.2	-58.2	+53.9	-53.9	+48.7	-48.7	

** MIN. SASH WIDTH (FLANGE WINDOWS) = 2
2

** MIN. SASH WIDTH (FIN & EQUAL-LEG WINDOWS) = OVERALL WIDTH - 56.924 2





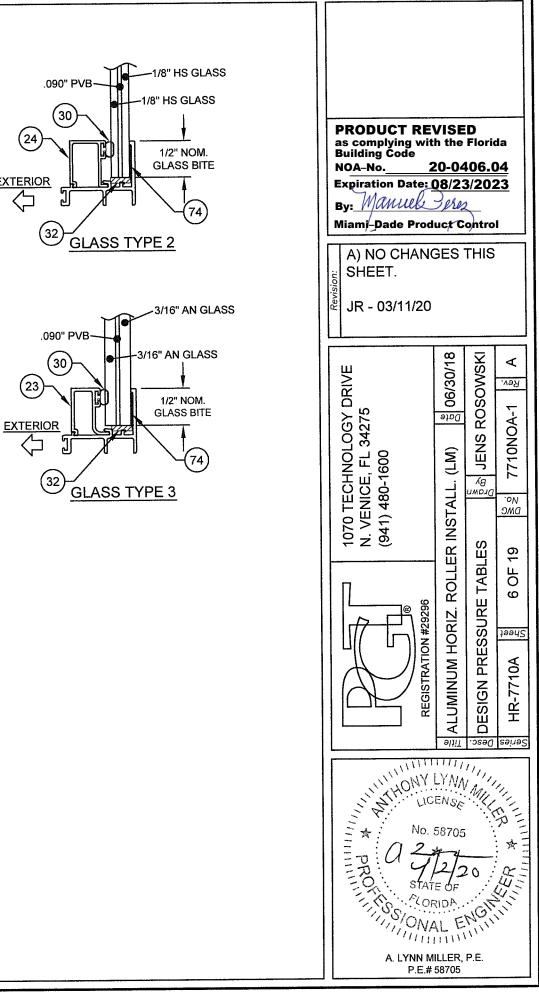


NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN, FOR INTEGRAL FIN AND EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

TABLE 8:	Sash	Sash	F)esign F		vo (lbc/ł	+ ²) for X		ndowe			s Types:		
Overall Width	Configuration	Width											Standard	
		Range (in)	21-1/8" O	ærall Hgt.	29" Ove	rall Hgt.	37" Ove	rall Hgt.	49" Ove		55" Ove		63" Ove	
44"	1/4-1/2-1/4	12.038 - 12.052	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
44	1/3-1/3-1/3	12.053 - 15.008	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
49"	1/4-1/2-1/4	12.038 - 13.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
49	1/3-1/3-1/3	13.303 - 16.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
ED 4/01	1/4-1/2-1/4	12.038 - 14.333	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
041	1/4-1/2-1/4	12.038 - 16.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
61"	1/3-1/3-1/3	16.303 - 20.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	12.038 - 20.052	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
76"	custom	20.053 - 22.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	22.186 - 25.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 24.082	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
92-1/8"	custom	24.083 - 26.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	26.186 - 31.048	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 25.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
97"	custom	25.303 - 27.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	27.186 - 32.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 28.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
109"	custom	28.303 - 30.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	30.186 - 36.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 29.463	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
113-5/8"	custom	29.464 - 33.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	33.186 - 38.222	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 31.052	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
120"	custom	31.053 - 33.185		-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	custom	33.186 - 38.222	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0

.090" PVB (30) (24) J (32



** MIN. SASH WIDTH (FLANGE WINDOWS) = OVERALL WIDTH - 58.556 2

** MIN. SASH WIDTH (FIN & EQUAL-LEG WINDOWS) = OVERALL WIDTH - 57,556 2

NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR INTEGRAL FIN AND EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

Overall	Sash	Sash Width	C	Design F	Pressu	re (Ibs/i	(t ²) for X	(OX Wi	ndows			s Types: ting Rail:	6, 7 Standard	1
Width	Configuration	Range (in)	21-1/8" O	verall Hgt.	29" Ove	rall Hgt.	37" Ove	rall Hgt.	49" Ove	rall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.
44"	1/4-1/2-1/4	12.038 - 12.052	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
44	1/3-1/3-1/3	12.053 - 15.008	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
49"	1/4-1/2-1/4	12.038 - 13.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
49	1/3-1/3-1/3	13.303 - 16.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
FO 4/01	1/4-1/2-1/4	12.038 - 14.333	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
041	1/4-1/2-1/4	12.038 - 16.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
61"	1/3-1/3-1/3	16.303 - 20.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	12.038 - 20.052	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-72.9 ^E
76"	custom	20.053 - 22.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	22.186 - 25.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 24.082	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-74.1 ^A	+65.0	-67.5 ^E
92-1/8"	custom	24.083 - 26.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/3-1/3-1/3	26.186 - 31.048	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 25.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-74.1 ^A	+65.0	-67.5 ¹
97"	custom	25.303 - 27.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-77.9
	1/3-1/3-1/3	27.186 - 32.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0
	1/4-1/2-1/4	** - 28.302	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-74.1 ^A	+65.0	-67.5 ¹
109"	custom	28.303 - 30.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-72.0
	1/3-1/3-1/3	30.186 - 36.675	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-75.8
	1/4-1/2-1/4	** - 29.463	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-74.1 ^A	+65.0	-67.5 ¹
113-5/8"	custom	29.464 - 33.185	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-70.6
	1/3-1/3-1/3	33.186 - 38.222	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-76.9
	1/4-1/2-1/4	** - 31.052	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-74.1 ^A	+65.0	-67.5
120"	custom	31.053 - 33.185	<u> </u>	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-75.7	+65.0	-68.4
	custom	33.186 - 38.222	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-80.0	+65.0	-71.3

AIRSPACE 3/16" AN OR TP GLASS (31) 21AOR 21B EXTERIOR $\langle \rangle$ (33A)OR (33B)

** MIN. SASH WIDTH (FLANGE WINDOWS) = OVERALL WIDTH - 58.556

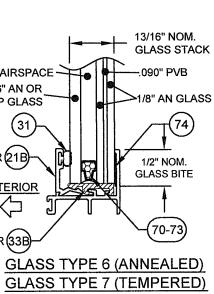
^A-80.0 FOR GLASS TYPE 7 ^B-75.0 FOR GLASS TYPE 7

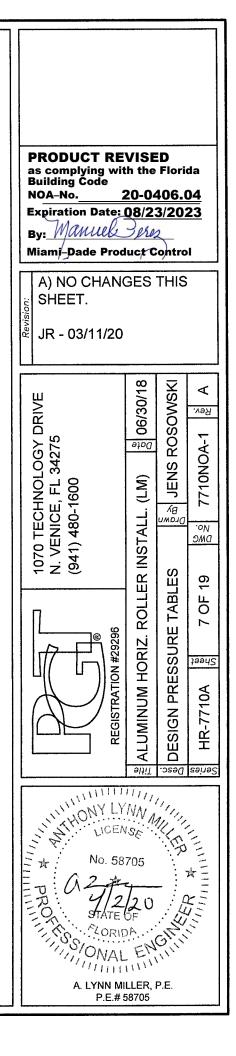
** MIN. SASH WIDTH (FIN & EQUAL-LEG WINDOWS) = $\frac{\text{OVERALL WIDTH} - 57.556}{2}$

2

NOTES:

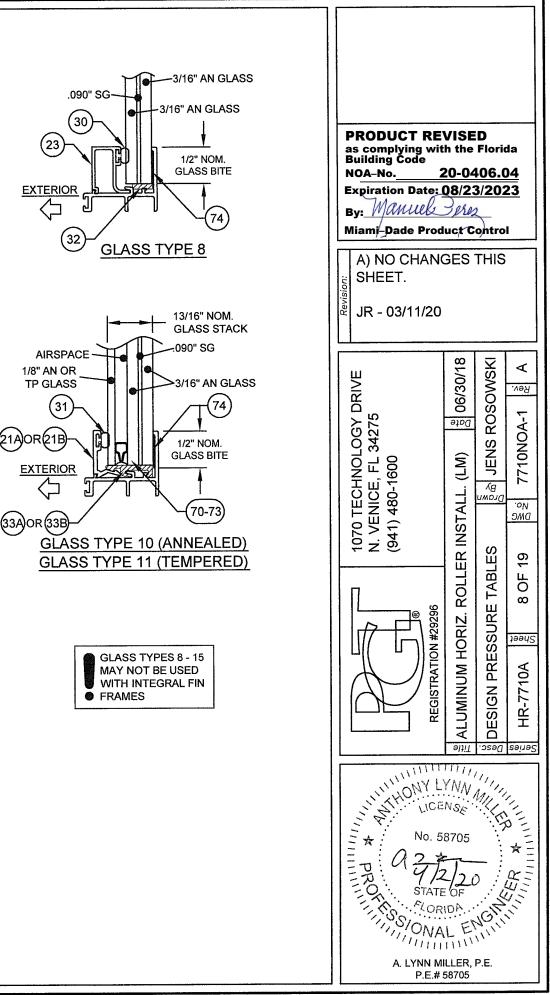
1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR INTEGRAL FIN AND EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.





Overall	Sash	Sash Width	C	Design F	Pressul	re (Ibs/1	t ²) for)	(OX Wi	ndows			••	8, 10, 11 Standard	
Width	Configuration	Range (in)	21-1/8" O	verall Hgt.	29" Ove	rall Hgt.	37" Ove	erall Hgt.	49" Ove	rall Hgt.	55" Ove			erall Hgt.
44"	1/4-1/2-1/4	12.038 - 12.052	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
44"	1/3-1/3-1/3	12.053 - 15.008	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
49"	1/4-1/2-1/4	12.038 - 13.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
49	1/3-1/3-1/3	13.303 - 16.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
50 4 /01	1/4-1/2-1/4	12.038 - 14.333	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
0.41	1/4-1/2-1/4	12.038 - 16.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
61"	1/3-1/3-1/3	16.303 - 20.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	12.038 - 20.052	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-99.2
76"	custom	20.053 - 22.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/3-1/3-1/3	22.186 - 25.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	** - 24.082	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-101.0	+80.0	-90.5
92-1/8"	custom	24.083 - 26.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-105.2
	1/3-1/3-1/3	26.186 - 31.048	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-102.3
	1/4-1/2-1/4	** - 25.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-101.0	+80.0	-90.5
97"	custom	25.303 - 27.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-102.7
	1/3-1/3-1/3	27.186 - 32.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-98.9
	1/4-1/2-1/4	** - 28.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-101.0	+80.0	-90.5
109"	custom	28.303 - 30.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-97.3
	1/3-1/3-1/3	30.186 - 36.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-92.9
	1/4-1/2-1/4	** - 29.463	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-101.0	+80.0	-90.5
113-5/8"	custom	29.464 - 33.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-108.5	+80.0	-94.1
	1/3-1/3-1/3	33.186 - 38.222	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-92.3
	1/4-1/2-1/4	** - 31.052	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-101.0	+80.0	-90.5
120"	custom	31.053 - 33.185		-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-102.9	+80.0	-91.5
	custom	33.186 - 38.222	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-90.6

(30) (23) \bigtriangledown ٦ (32)



	GLAS MAY WITH FRAM

** MIN. SASH WIDTH (FLANGE WINDOWS) = OVERALL WIDTH - 58.556 2

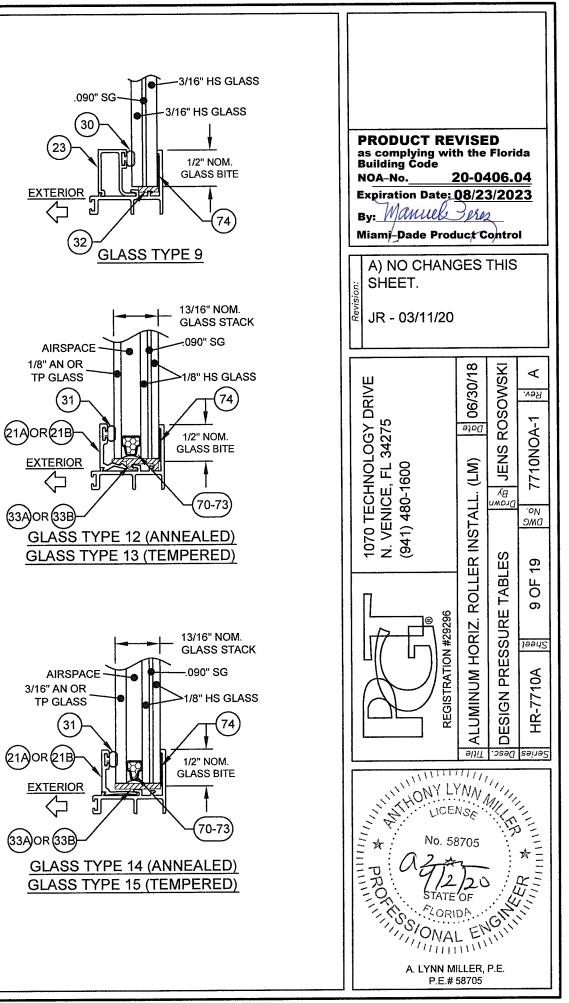
** MIN. SASH WIDTH (EQUAL-LEG WINDOWS) = OVERALL WIDTH - 57.556 2

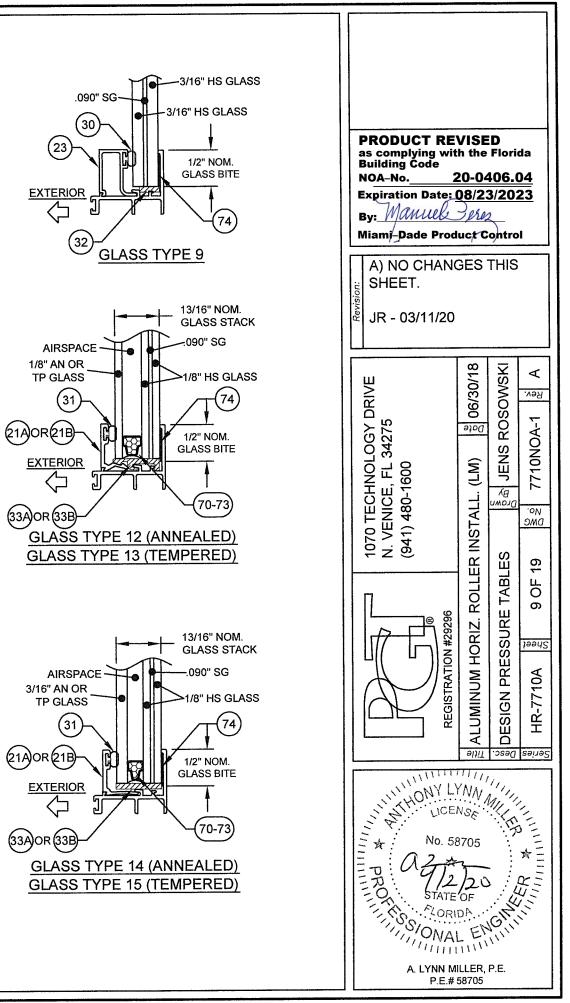
NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

Overall	Sash	Sash Width	Γ	Design F	Pressul	e (lbs/f	t²) for X	(OX Wi	ndows			• •	9, 12, 13 Standard	
Width	Configuration	Range (in)	21-1/8" O	verall Hgt.	29" Ove	rall Hgt.	37" Ove	rall Hgt.	49" Ove	rall Hgt.	55" Ove	rall Hgt.	63" Ove	rall Hgt.
44"	1/4-1/2-1/4	12.038 - 12.052	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
44	1/3-1/3-1/3	12.053 - 15.008	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
49"	1/4-1/2-1/4	12.038 - 13.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
49	1/3-1/3-1/3	13.303 - 16.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
50 4/01	1/4-1/2-1/4	12.038 - 14.333	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
0.41	1/4-1/2-1/4	12.038 - 16.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
61"	1/3-1/3-1/3	16.303 - 20.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	12.038 - 20.052	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
76"	custom	20.053 - 22.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/3-1/3-1/3	22.186 - 25.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	** - 24.082	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-106.7*
92-1/8"	custom	24.083 - 26.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/3-1/3-1/3	26.186 - 31.048	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	** - 25.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-106.7*
97"	custom	25.303 - 27.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/3-1/3-1/3	27.186 - 32.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	** - 28.302	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-106.7*
109"	custom	28.303 - 30.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/3-1/3-1/3	30.186 - 36.675	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	** - 29.463	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-106.7*
113-5/8"	custom	29.464 - 33.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/3-1/3-1/3	33.186 - 38.222	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0
	1/4-1/2-1/4	** - 31.052	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-106.7*
120"	custom	31.053 - 33.185	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-107.8
	custom	33.186 - 38.222	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0	+80.0	-110.0

EXTERIOR \Diamond لح 32





** MIN. SASH WIDTH (FLANGE WINDOWS) = OVERALL WIDTH - 58.556 2

** MIN. SASH WIDTH (EQUAL-LEG WINDOWS) = OVERALL WIDTH - 57.556 2

NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

2) FOR SIZES NOT SHOWN, ROUND UP TO THE NEXT AVAILABLE SIZE.



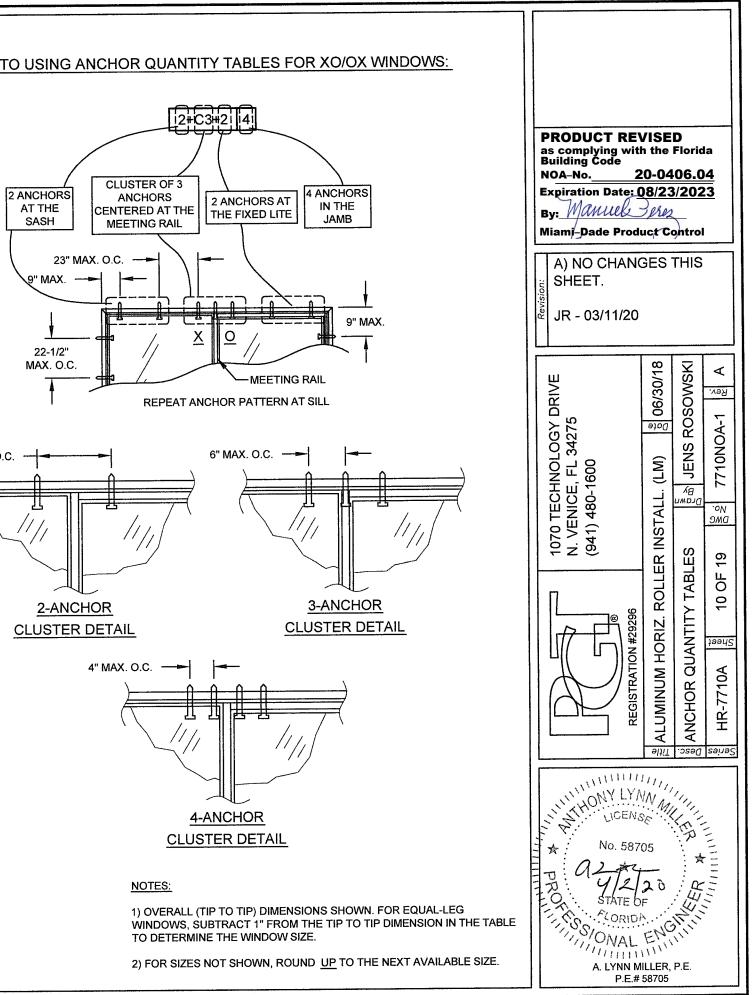
GLASS TYPES 8 - 15 MAY NOT BE USED

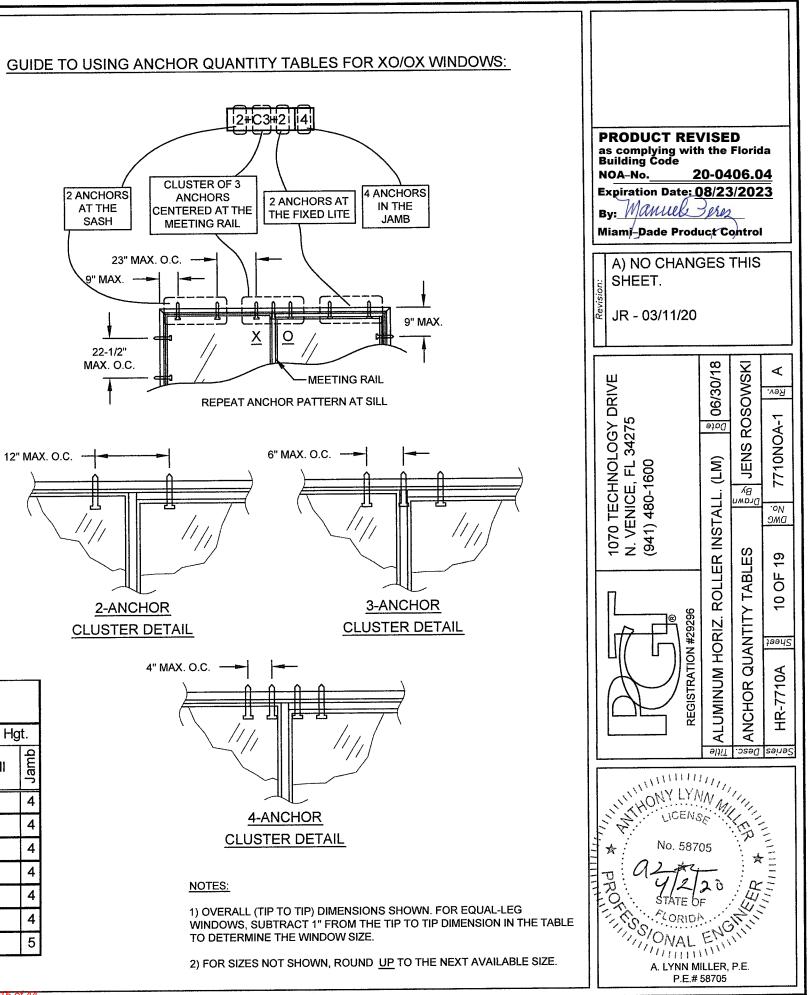
WITH INTEGRAL FIN

• FRAMES

			_			Glass Typ	es:	1 thru 7	
Anchor Qu	iant	tities for XO	& (DX Windows	5	Meeting R	ail:	Standard	
21-1/8" Overall I	-lgt.	37" Overall Hg	gt.	49" Overall Hg	jt.	55" Overall Ho	jt.	63" Overall Ho	gt.
Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C3+1 *	3
1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C3+1 *	3
	21-1/8" Overall I Head & Sill 1+C2+1 1+C2+1 1+C2+1 1+C2+1 1+C2+1 1+C2+1 1+C2+1	21-1/8" Overall Hgt. Head & Sill Image: Constraint of the second seco	21-1/8" Overall Hgt. 37" Overall Hgt. Head & Sill Geffee 1+C2+1 2 1+C2+1 2	21-1/8" Overall Hgt. 37" Overall Hgt. Head & Sill 9 1+C2+1 2 1+C2+1 2	21-1/8" Overall Hgt.37" Overall Hgt.49" Overall Hgt.Head & Sill $\frac{9}{68}$ Head & Sill $\frac{9}{68}$ Head & Sill $\frac{9}{68}$ Head & Sill1+C2+121+C2+121+C2+121+C2+11+C2+121+C2+121+C2+11+C2+11+C2+121+C2+121+C2+11+C2+11+C2+121+C2+121+C2+11+C2+11+C2+121+C2+121+C2+11+C2+11+C2+121+C2+121+C2+11+C2+11+C2+121+C2+121+C2+11+C2+1	Head & Sill $\frac{0}{45}$ Head & Sill $\frac{0}{45}$ Head & Sill $\frac{0}{45}$ 1+C2+121+C2+121+C2+131+C2+121+C2+121+C2+131+C2+121+C2+121+C2+131+C2+121+C2+121+C2+131+C2+121+C2+121+C2+131+C2+121+C2+121+C2+131+C2+121+C2+121+C2+131+C2+121+C2+121+C2+13	Anchor Quantities for XO & OX WindowsMeeting R21-1/8" Overall Hgt.37" Overall Hgt.49" Overall Hgt.55" Overall Hgt.Head & Sill $\frac{0}{80}$ Head & Sill $\frac{0}{80}$ Head & Sill $\frac{0}{80}$ Head & Sill1+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+11+C2+121+C2+121+C2+131+C2+1	Anchor Quantities for XO & OX WindowsMeeting Rail:21-1/8" Overall Hgt.37" Overall Hgt.49" Overall Hgt.55" Overall Hgt.Head & Sill $\frac{0}{F_{T}}$ Head & Sill $\frac{0}{F_{T}}$ 1+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+131+C2+121+C2+121+C2+131+C2+13	Meeting Rail. Standard 21-1/8" Overall Hgt. 37" Overall Hgt. 49" Overall Hgt. 55" Overall Hgt. 63" Overall Hgt. Head & Sill Graph Head & Sill Head & Sill

TABLE 13:										
	AnchorOu	00	titics for VO	2. (DX Windows	•	Glass Typ	es:	8 thru 15	
	AnchorQu	all		Ot V	OV AAULGOAS	•	Meeting F	Rail:	Standard	
Overall Width	21-1/8" Overall I	lgt.	37" Overall Hç	gt.	49" Overall Hg	jt.	55" Overall Ho	gt.	63" Overall Ho	gt.
VVIGUI	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb
20"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
25"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
37"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3
49"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C3+1	3
61"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C3+1	3	1+C3+1	3
67"	1+C2+1	2	2+C2+2	2	2+C2+2	3	2+C3+2	3	2+C3+2	3
74"	2+C2+2	2	2+C2+2	2	2+C2+2	3	2+C3+2	3	2+C3+2	4





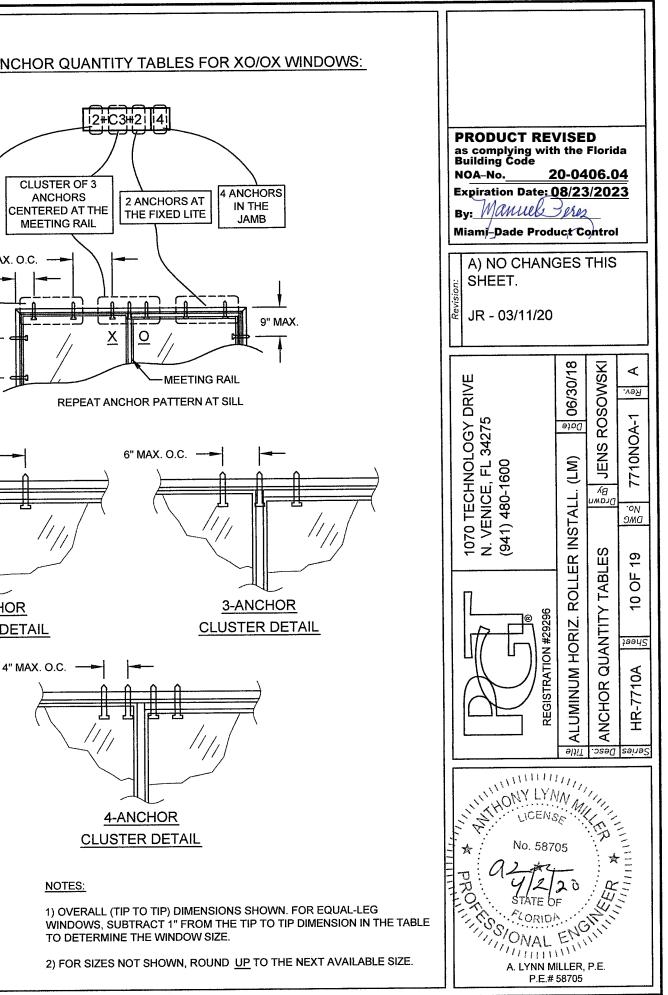
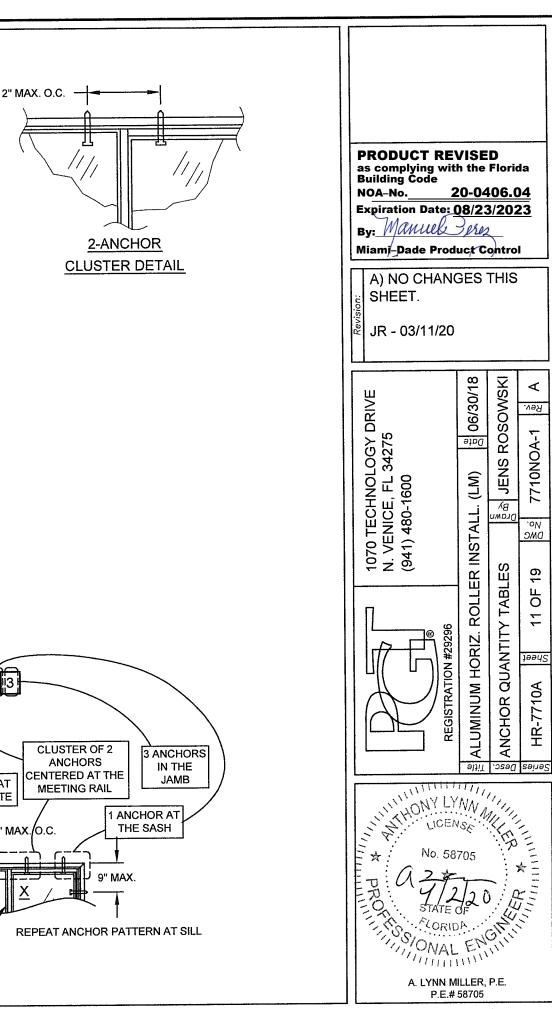


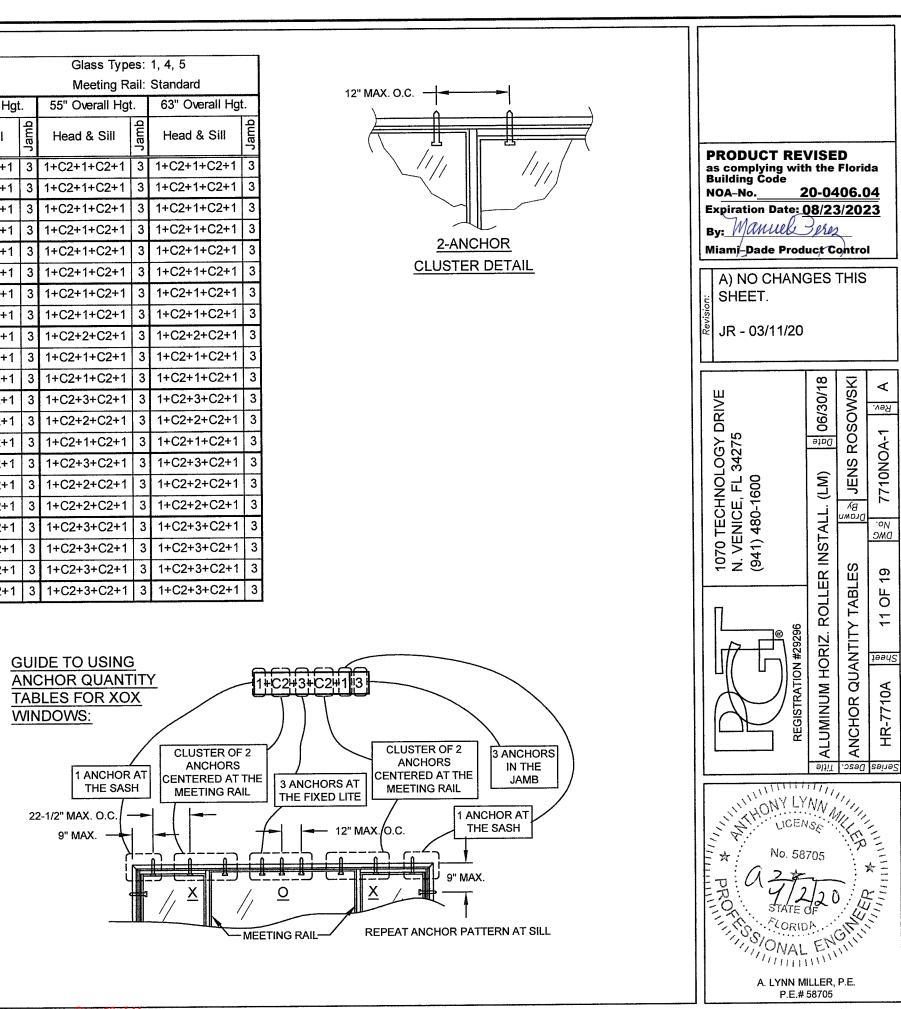
TABLE 14:												
		-		£		lin	doveo		Glass Typ	es:	8 thru 15	
		cnc	or Quantities	10	r XO & OX V	A TELO	uows		Meeting R	ail:	Heavy-Duty	
Overall	21-1/8" Overall I	-lgt.	37" Overall Ho	gt.	49" Overall Ho	gt.	55" Overall Ho	gt.	63" Overall Ho	jt.	76" Overall Ho	jt.
Width	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	que
20"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3	1+C2+1	4
25"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3	1+C2+1	4
37"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C2+1	3	1+C3+1	4
49"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C2+1	3	1+C3+1	3	1+C3+1	4
61"	1+C2+1	2	1+C2+1	2	1+C2+1	3	1+C3+1	3	1+C3+1	3	1+C4+1	4
67"	1+C2+1	2	2+C2+2	2	2+C2+2	3	2+C3+2	3	2+C3+2	3	2+C4+2	4
76"	2+C2+2	2	2+C2+2	2	2+C3+2	3	2+C3+2	3	2+C3+2	4	2+C4+2	!

ABLE 15:		Sash		An	chor Quantiti	ies	for XOX Wine	dov	ws		Glass Typ Meeting R			
Overall	Sash		21-1/8" Overall H	gt.	29" Overall Hg	t.	37" Overall Hg	t.	49" Overall Hgt		55" Overall Hg	t.	63" Overall Hg	jt.
Width	Configuration	Range (in)	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	-
	1/4-1/2-1/4	12.038 - 12.052	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	Ι
44"	1/3-1/3-1/3	12.053 - 15.008	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
401	1/4-1/2-1/4	12.038 - 13.302	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
49"	1/3-1/3-1/3	13.303 - 16.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
FO 4/08	1/4-1/2-1/4	12.038 - 14.333	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
	1/4-1/2-1/4	12.038 - 16.302	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
61"	1/3-1/3-1/3	16.303 - 20.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
	1/4-1/2-1/4	12.038 - 20.052	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1	3	1+C2+2+C2+1	
76"	custom	20.053 - 22.185	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
	1/3-1/3-1/3	22.186 - 25.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
	1/4-1/2-1/4	** - 24.082	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C2+3+C2+1	
92-1/8"	custom	24.083 - 26.185	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1	3	1+C2+2+C2+1	
	1/3-1/3-1/3	26.186 - 31.038	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	
	1/4-1/2-1/4	** - 25.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C2+3+C2+1	
97"	custom	25.303 - 27.185	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1	3	1+C2+2+C2+1	
	custom	27.186 - 31.038	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1	3	1+C2+2+C2+1	F
	1/4-1/2-1/4	** - 28.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C2+3+C2+1	
109"	custom	28.303 - 29.185	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C2+3+C2+1	
	custom	29.186 - 31.038	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C2+3+C2+1	
120"	1/4-1/2-1/4	** - 31.038	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C2+3+C2+1	I



** MIN. SASH WIDTH (FLANGE WINDOWS) = OVERALL WIDTH - 57.924 2

** MIN. SASH WIDTH (EQUAL-LEG WINDOWS) = OVERALL WIDTH - 56.924 2



NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

0	0	Sash	۵	۱n	chor Quantit	ies	for XOX Wind	0	NS		Glass Typ Meeting R				
Overall Width	Sash Configuration	Width	21-1/8" Overall Ho	gt.	29" Overall Hg	t.	37" Overall Hgt.		49" Overall Hg	t.	55" Overall Hg	t.	63" Overall Ho	gt. 12" M	IAX. O.C
	eenigaration	Range (in)	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	
4.411	1/4-1/2-1/4	12.038 - 12.052	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	$\land \land ///$
44"	1/3-1/3-1/3	12.053 - 15.008	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	
	1/4-1/2-1/4	12.038 - 13.302	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	
49"	1/3-1/3-1/3	13.303 - 16.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	
	1/4-1/2-1/4	12.038 - 14.333	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	<u>2</u>
53-1/8"	1/3-1/3-1/3	14.334 - 18.050		2	1+C2+1+C2+1			2		<u> </u>			1+C2+1+C2+1	- <u> </u>	CLU
	1/4-1/2-1/4	12.038 - 16.302	1+C2+1+C2+1	_		-		2	1+C2+1+C2+1				ļ		
61"	1/3-1/3-1/3	16.303 - 20.675		2	1+C2+1+C2+1		1+C2+1+C2+1	2					1+C2+1+C2+1	6" MAX	(. O.C. —
	1/4-1/2-1/4	12.038 - 20.052		2	1+C2+2+C2+1			2		ļ			1+C2+1+C2+1	+)
76"	custom	20.053 - 22.185		2	1+C2+1+C2+1		1+C2+2+C2+1 1+C2+1+C2+1	2					1+C2+2+C2+1		
ŀ	1/3-1/3-1/3	22.186 - 25.675		2	1+C2+1+C2+1	2	1+C2+1+C2+1	2			1+C2+1+C2+1			4	$\langle \rangle$
	1/4-1/2-1/4	** - 24.082	1+C2+3+C2+1	_				2		<u> </u>		ļ	1+C3+3+C3+1		//
92-1/8"	custom	24.083 - 26.185		2	1+C2+2+C2+1	I	L	2		L. 1			1+C3+2+C3+1		
	1/3-1/3-1/3	26.186 - 31.048		2	1+C2+2+C2+1	2	1+C2+2+C2+1	2		 	1+C2+2+C2+1		1+C3+2+C3+1	- <u>+</u>	
	1/4-1/2-1/4	** - 25.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2		2	1+C2+3+C2+1		1+C2+3+C2+1		1+C3+3+C3+1		<u>3</u>
97"	custom	25.303 - 27.185		2	1+C2+2+C2+1	2		2	1+C2+2+C2+1						<u>CLU:</u>
Ē	1/3-1/3-1/3	27.186 - 32.675	1+C2+1+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2		-			1+C3+2+C3+1		
	1/4-1/2-1/4	** - 28.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1	3	
109"	custom	28.303 - 30.185	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1	3	
l l	1/3-1/3-1/3	30.186 - 36.675	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1	3	1+C3+2+C3+1	3	
	1/4-1/2-1/4	** - 29.463	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1	3	
13-5/8"	custom	29.464 - 33.185		2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1		
	1/3-1/3-1/3	33.186 - 38.222	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1	3	1+C3+2+C3+1		LES FOR A
	1/4-1/2-1/4	** - 31.052	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1		
120"	custom	31.053 - 33.185		2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1	3	
	custom	33.186 - 38.222	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+3+C2+1	3	1+C3+3+C3+1	3	
* MIN. SAS	SH WIDTH (FLAI	NGE WINDOWS) =	<u>OVERALL WIDTH - 5</u> 2	58.5	556										
* MIN. SAS	SH WIDTH (EQU		OVERALL WIDTH										/		
			2											CLUSTER OF 2 ANCHORS	
													1 ANCHOR AT THE SASH		ANCHORS AT
											22-	1/2"	MAX. O.C.		

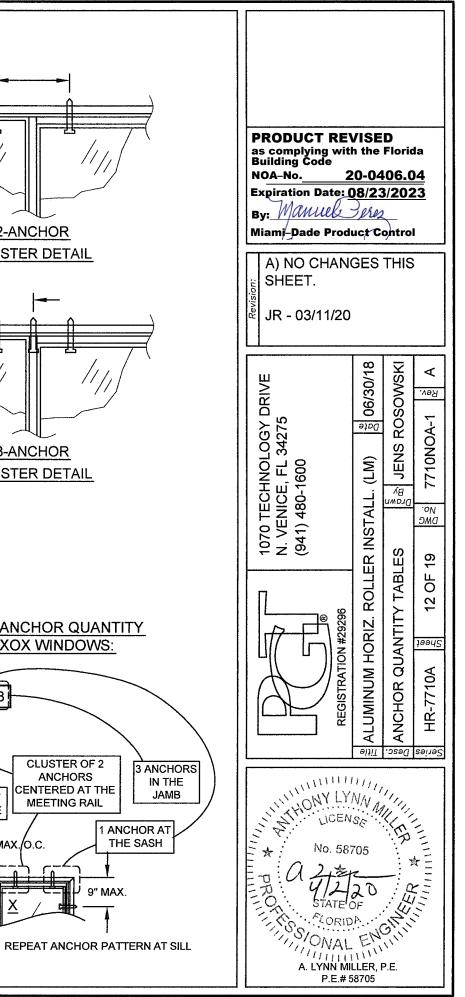
NOTES:

1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.

2) FOR SIZES NOT SHOWN, ROUND UP TO THE NEXT AVAILABLE SIZE.

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-MEETING RAIL-

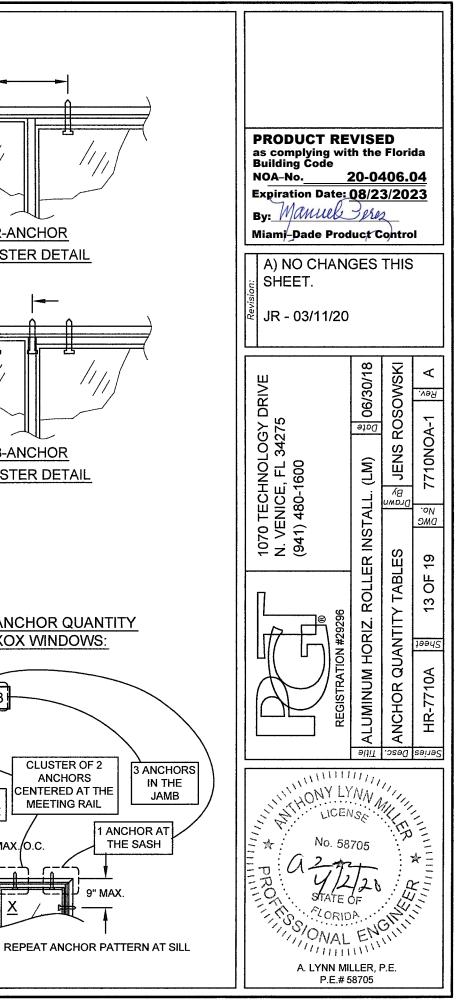


		Sash	A	\nc	hor Quantitie	es	for XOX Wind	do	ws		Glass Types Meeting Rail				
Overall Width	Sash Configuration	Width	21-1/8" Overall Hg	gt.	29" Overall Hgt.		37" Overall Hg	t.	49" Overall Hgt.		55" Overall Hgt.		63" Overall Hgt		12" MAX. O.C.
	g	Range (in)	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	201110	Head & Sill	Jamb	
44"	1/4-1/2-1/4	12.038 - 12.052	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C2+1+C2+1	3	$ \land \land //$
44	1/3-1/3-1/3	12.053 - 15.008	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C2+1+C2+1	3	
401	1/4-1/2-1/4	12.038 - 13.302	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C2+1+C2+1	3	· · · · · · · · · · · · · · · · · · ·
49"	1/3-1/3-1/3	13.303 - 16.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C2+1+C2+1	3	
	1/4-1/2-1/4	12.038 - 14.333	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C2+1+C2+1	3	
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C2+1+C2+1	3	CLU
	1/4-1/2-1/4	12.038 - 16.302	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C2+2+C2+1 3	3	1+C3+2+C3+1	3	6" MAX. O.C. —
61"	1/3-1/3-1/3	16.303 - 20.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1 3	3	1+C3+1+C3+1	3	0 MAA. U.C
	1/4-1/2-1/4	12.038 - 20.052	1+C2+2+C2+1	_		2	1+C2+3+C2+1	2		_		_	1+C3+3+C3+1	_	
76"	custom	20.053 - 22.185	1+C2+1+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1 3	3	1+C3+2+C3+1	3	
	1/3-1/3-1/3	22.186 - 25.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C3+1+C3+1 3	3	1+C3+1+C3+1	3	
	1/4-1/2-1/4	** - 24.082	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1 3	3	1+C3+3+C3+1	3	\setminus
92-1/8"	custom	24.083 - 26.185	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1 3	3	1+C3+2+C3+1	3	
Ī	1/3-1/3-1/3	26.186 - 31.048	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1 3	3	1+C3+2+C3+1	3	<u>.</u>
	1/4-1/2-1/4	** - 25.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1 3	3	1+C3+3+C3+1	3	CLU
97"	custom	25.303 - 27.185	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+3+C2+1	3	1+C3+3+C3+1 3	3	1+C3+2+C3+1	3	
	1/3-1/3-1/3	27.186 - 32.675	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1 3	3	1+C3+2+C3+1	3	
	1/4-1/2-1/4	** - 28.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1 3	3	1+C3+3+C3+1	3	
109"	custom	28.303 - 30.185	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C3+3+C3+1 3	3	1+C3+3+C3+1	3	
	1/3-1/3-1/3	30.186 - 36.675	1+C2+2+C2+1	2	2+C2+2+C2+2	2	2+C2+3+C2+2	2	2+C3+3+C3+2	3	2+C3+3+C3+2 3	3	1+C3+2+C3+1	3	
	1/4-1/2-1/4	** - 29.463	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1 3	3	1+C3+3+C3+1	3	
13-5/8"	custom	29.464 - 33.185	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C3+3+C3+1	3	1+C3+3+C3+1 3	3	1+C3+3+C3+1	3	GUIDE TO USING / TABLES FOR 2
	1/3-1/3-1/3	33.186 - 38.222	2+C2+2+C2+2	2	2+C2+2+C2+2	2	2+C2+3+C2+2	2	2+C3+3+C3+2	3	2+C3+3+C3+2 3	3	2+C3+2+C3+2	3	
	1/4-1/2-1/4	** - 31.052	1+C2+3+C2+1		1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1 3	3	1+C3+3+C3+1	3	ACARCA
120"	custom	31.053 - 33.185	1+C2+3+C2+1		1+C2+3+C2+1	2	1+C2+3+C2+1	2			1+C3+4+C3+1 3		1+C3+3+C3+1		1+C2+3+C2+1
	custom	33.186 - 38.222	2+C2+2+C2+2		2+C2+3+C2+2	2	2+C2+3+C2+2	2	2+C3+3+C3+2	3	2+C3+3+C3+2 3		2+C3+3+C3+2	3	
		NGE WINDOWS) = ¹ AL-LEG WINDOWS)	<u>DVERALL WIDTH - 58</u> 2 <u>OVERALL WIDTH</u> 2										1 ANCHOR AT THE SASH	AN CENTER	TTER OF 2 CHORS RED AT THE TING RAIL 3 ANCHORS AT THE FIXED LITE
<u>=S:</u>											22-1/				
		ENSIONS SHOWN. F												<u>/ X</u>	

2) FOR SIZES NOT SHOWN, ROUND UP TO THE NEXT AVAILABLE SIZE.

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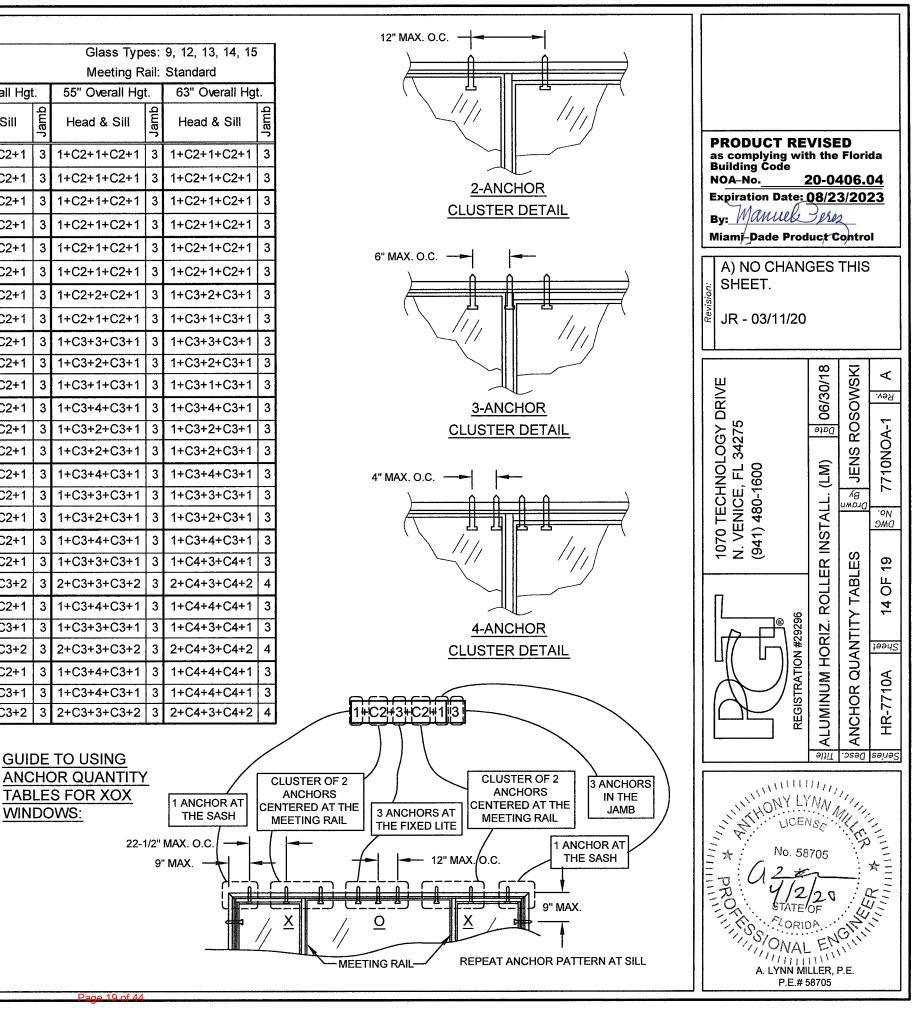
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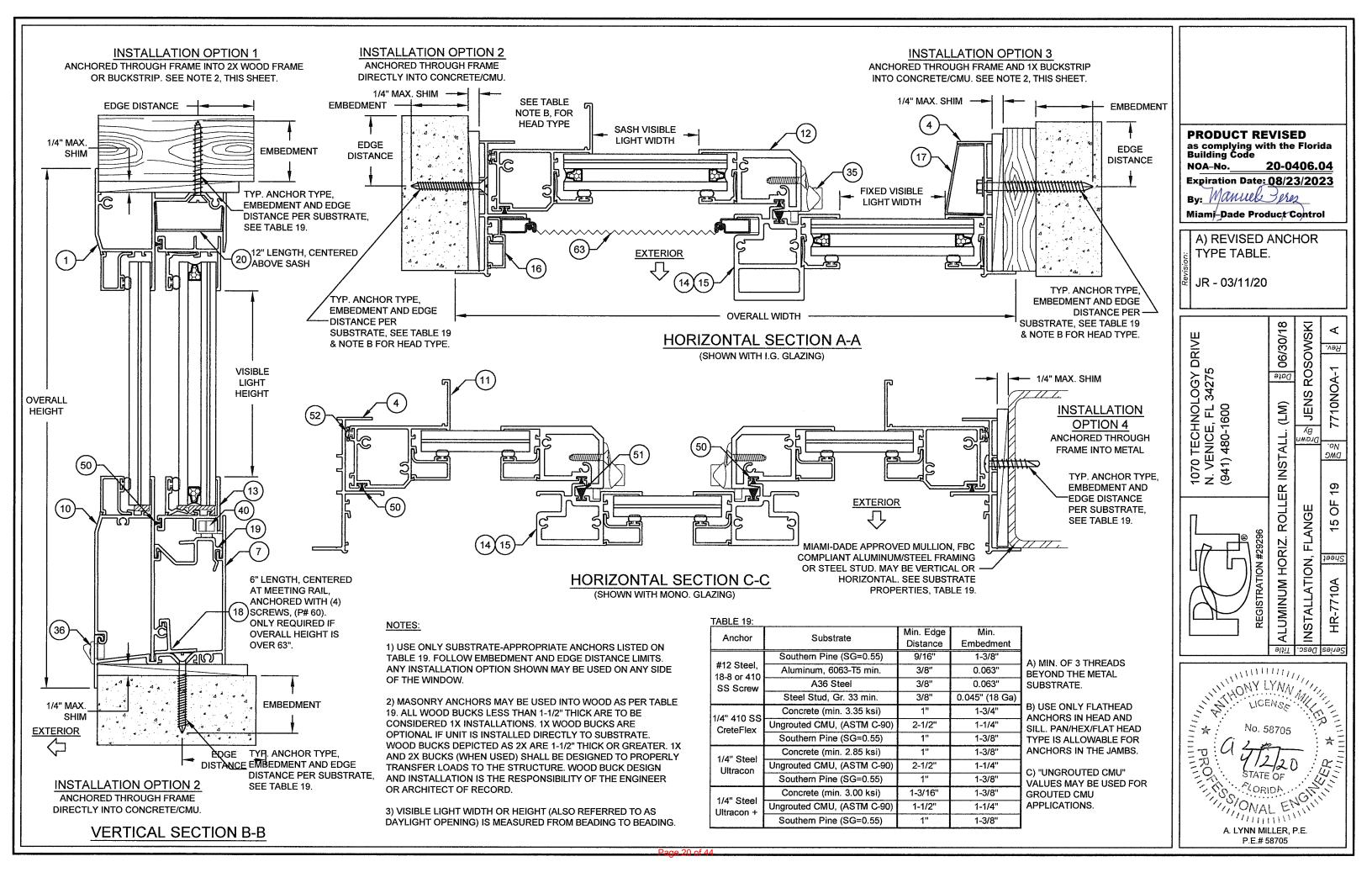


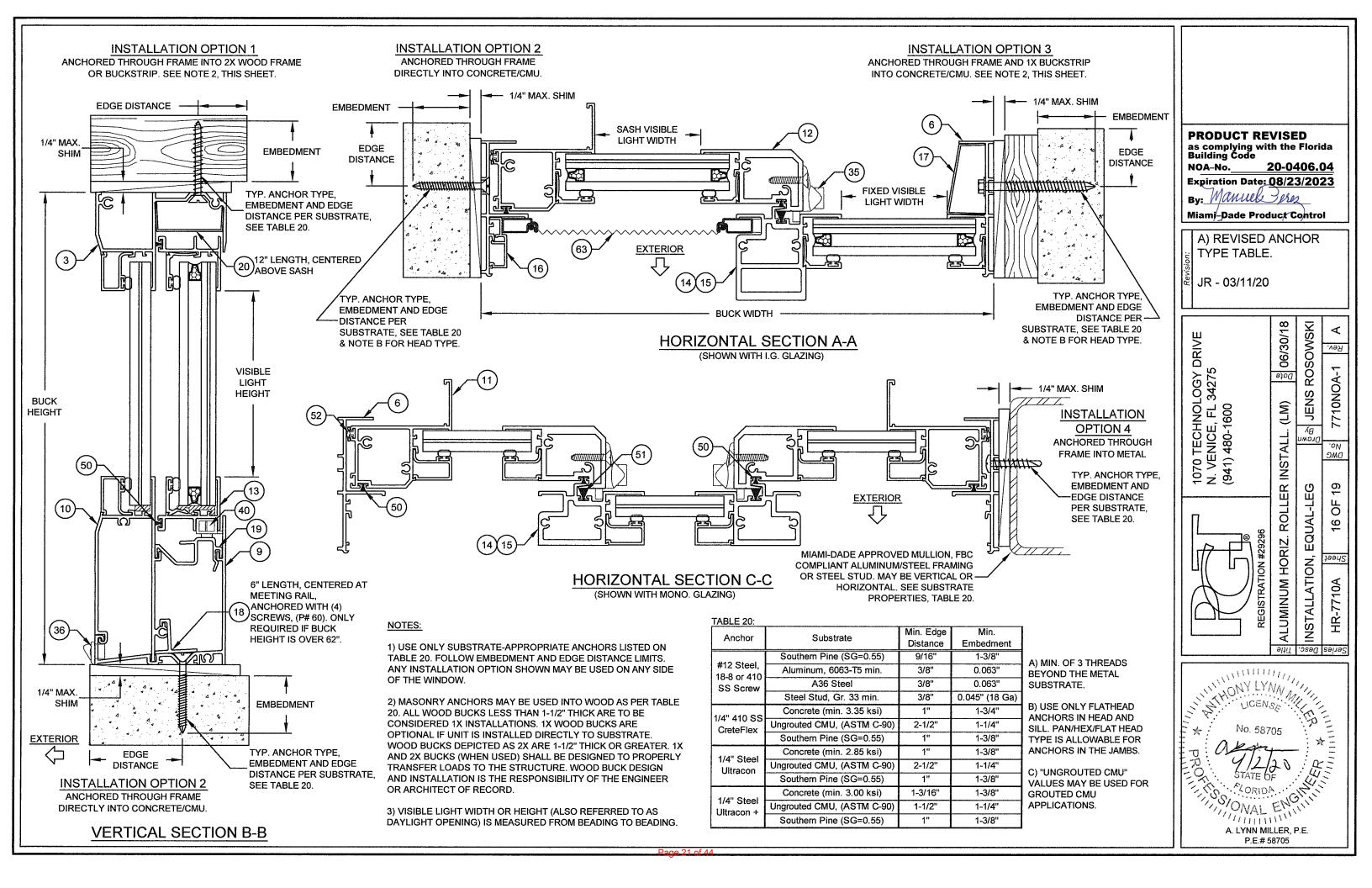
		Sash	A	\n	chor Quantitie	es	for XOX Wine	dov	NS		Glass Type Meeting Ra		9, 12, 13, 14, 15 Standard	12" MAX.	
Overall Width	Sash Configuration		21-1/8" Overall Ho	yt.	29" Overall Hgt		37" Overall Hg	t.	49" Overall Hg	t.	55" Overall Hgt.		63" Overall Hgt.		
vviuti	Configuration	Range (in)	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill	Jamb	Head & Sill		\
44"	1/4-1/2-1/4	12.038 - 12.052	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	
44	1/3-1/3-1/3	12.053 - 15.008	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	
	1/4-1/2-1/4	12.038 - 13.302	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1
49"	1/3-1/3-1/3	13.303 - 16.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	
	1/4-1/2-1/4	12.038 - 14.333	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	3	~
53-1/8"	1/3-1/3-1/3	14.334 - 18.050	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C2+1+C2+1	6" MAX. O. 3	U. 1
	1/4-1/2-1/4	12.038 - 16.302		2		2						3	1+C3+2+C3+1	3 📜	
61"	1/3-1/3-1/3	16.303 - 20.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C2+1+C2+1	3	1+C3+1+C3+1	3	、
	1/4-1/2-1/4	12.038 - 20.052		2		2				÷	1+C3+3+C3+1	3	1+C3+3+C3+1	3	
76"	custom	20.053 - 22.185	1+C2+1+C2+1	2		2		ļ							
	1/3-1/3-1/3	22.186 - 25.675	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	2	1+C2+1+C2+1	3	1+C3+1+C3+1	3	1+C3+1+C3+1	3	
	1/4-1/2-1/4	** - 24.082	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1	3	1+C3+4+C3+1	3	
92-1/8"	custom	24.083 - 26.185	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1	3	1+C3+2+C3+1	3	
	1/3-1/3-1/3	26.186 - 31.048	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1	3	1+C3+2+C3+1	3	
	1/4-1/2-1/4	** - 25.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1	3	1+C3+4+C3+1	3 4" MAX. O.0	с. ·
97"	custom	25.303 - 27.185	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+3+C2+1	3	1+C3+3+C3+1	3	1+C3+3+C3+1	3	
	1/3-1/3-1/3	27.186 - 32.675	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	2	1+C2+2+C2+1	3	1+C3+2+C3+1	3	1+C3+2+C3+1	3	
	1/4-1/2-1/4	** - 28.302	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1	3	1+C3+4+C3+1	3	\
109"	custom	28.303 - 30.185	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	3	1+C3+3+C3+1	3	1+C4+3+C4+1	3	
	1/3-1/3-1/3	30.186 - 36.675	1+C2+2+C2+1	2	2+C2+2+C2+2	2	2+C2+3+C2+2	2	2+C3+3+C3+2	3	2+C3+3+C3+2	3	2+C4+3+C4+2	4	
	1/4-1/2-1/4	** - 29.463	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+4+C2+1	3	1+C3+4+C3+1	3	1+C4+4+C4+1	3	
13-5/8"	custom	29.464 - 33.185	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C2+3+C2+1	2	1+C3+3+C3+1	3	1+C3+3+C3+1	3	1+C4+3+C4+1	3	
	1/3-1/3-1/3	33.186 - 38.222	2+C2+2+C2+2	2	2+C2+2+C2+2	2	2+C2+3+C2+2	2	2+C3+3+C3+2	3	2+C3+3+C3+2	3	2+C4+3+C4+2	4	
	1/4-1/2-1/4	** - 31.052		2	1+C2+3+C2+1	2			1+C2+4+C2+1	1		3			
120"	custom	31.053 - 33.185		2	1+C2+3+C2+1	2		4	1+C3+4+C3+1			3			łĘ
	custom	33.186 - 38.222		2	2+C2+3+C2+2	2	2+C2+3+C2+2	2	2+C3+3+C3+2	3	2+C3+3+C3+2	3	2+C4+3+C4+2		<u></u> #1
	•		<u>DVERALL WIDTH - 58</u> 2 <u>= OVERALL WIDTH</u> 2								TO USING OR QUANTITY		Г	CLUSTER OF 2	

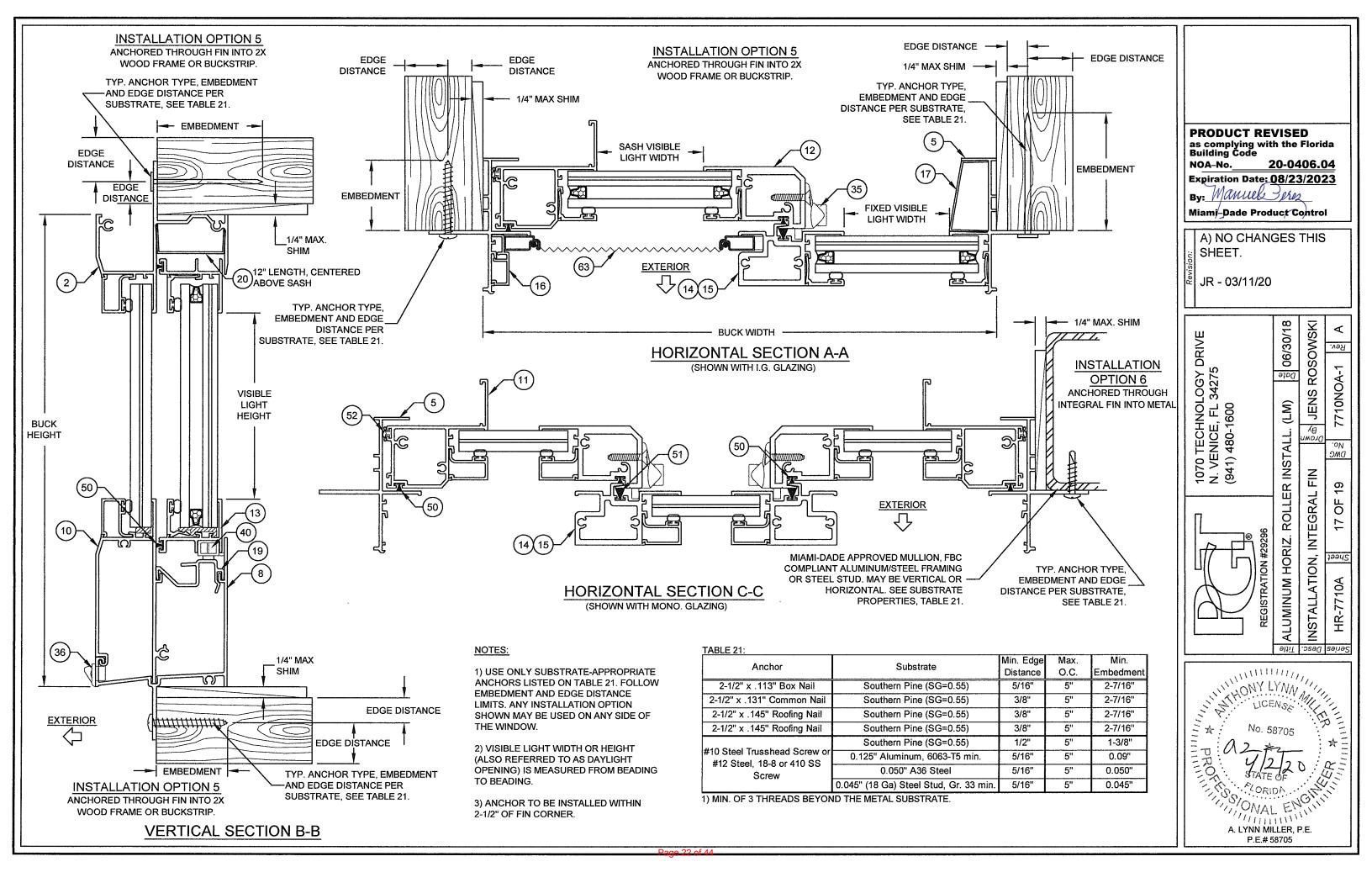
NOTES:

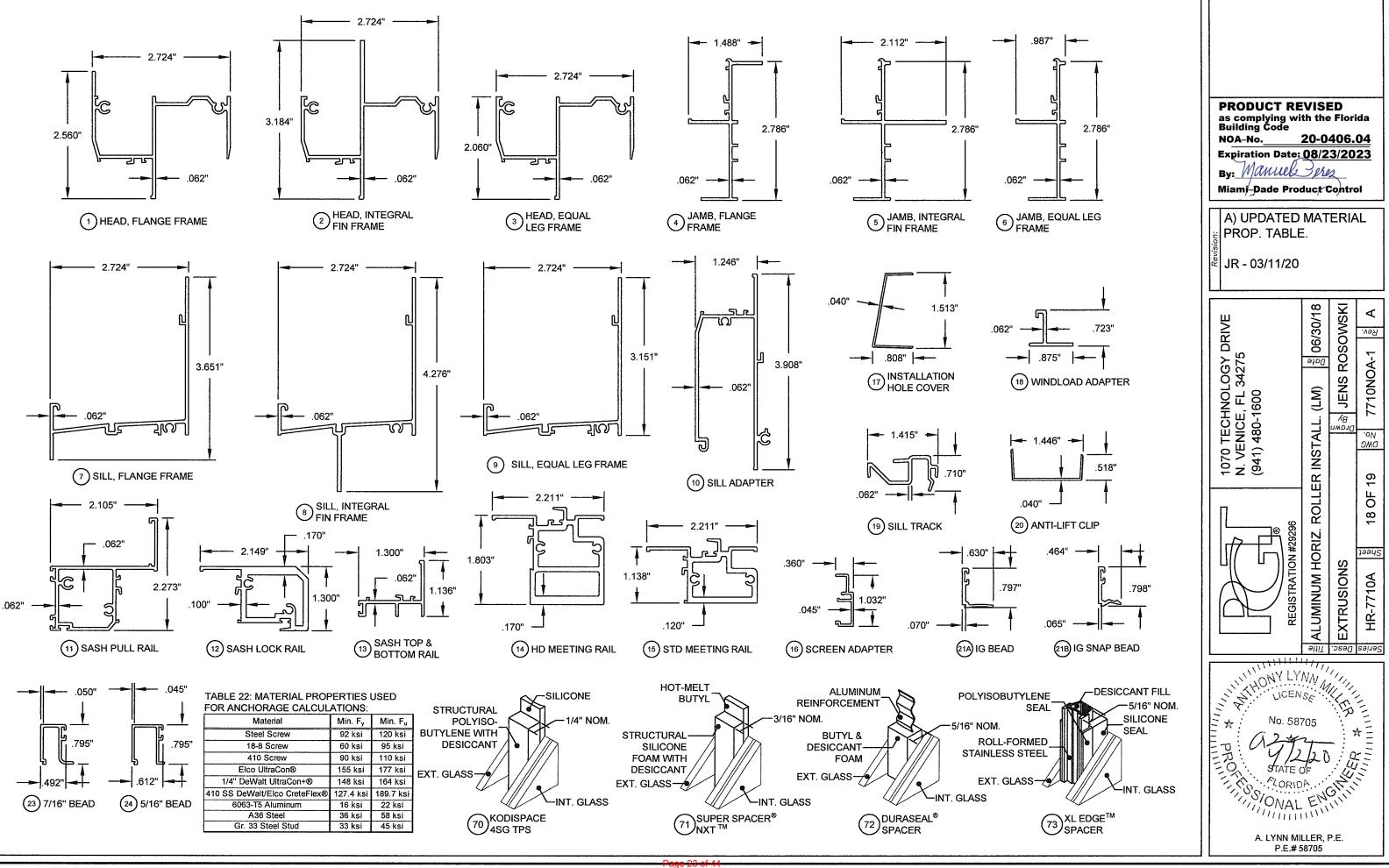
1) OVERALL (TIP TO TIP) DIMENSIONS SHOWN. FOR EQUAL-LEG WINDOWS, SUBTRACT 1" FROM THE TIP TO TIP DIMENSION IN THE TABLE TO DETERMINE THE WINDOW SIZE.



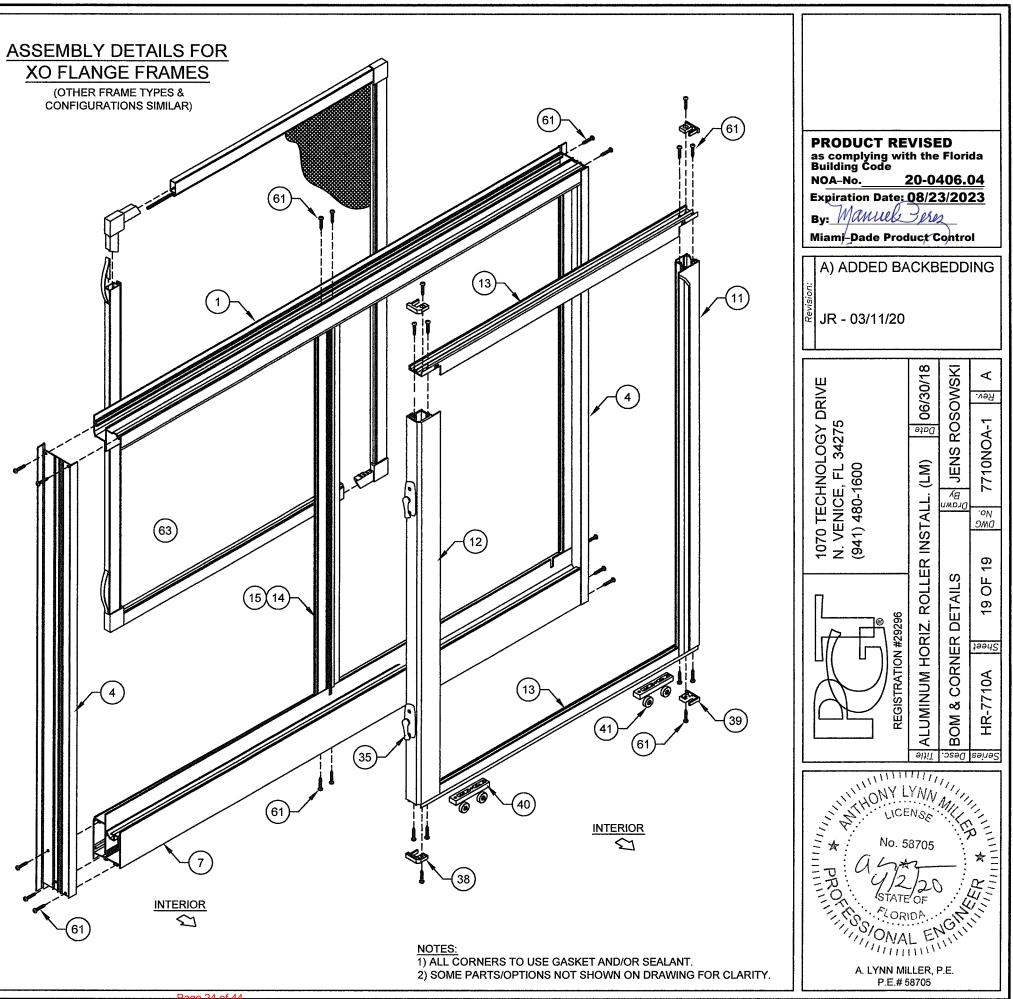








Item #	Part #	Description	Material
1	624038	Head, Flange Frame	Alum. 6063-T6
2	624039	Head, Integral Fin Frame	Alum. 6063-T6
3	624040	Head, Equal-leg Frame	Alum. 6063-T6
4	624001	Jamb, Flange Frame	Alum. 6063-T6
5	624017	Jamb, Integral Fin Frame	Alum. 6063-T6
6	624028	Jamb, Equal-leg Frame	Alum. 6063-T6
7	624035	Sill, Flange Frame	Alum. 6063-T6
8	624036	Sill, Integral Fin Frame	Alum. 6063-T6
9	624037	Sill, Equal-leg Frame	Alum. 6063-T6
10	624034	Sill Adaptor	Alum. 6063-T6
11	624043	Sash Pull Rail	Alum. 6063-T6
12	624006	Sash Lock Rail	Alum. 6005A-T61
13	624041	Sash Top & Bottom Rail	Alum. 6063-T6
14	624027	HD Meeting Rail	Alum. 6063-T6
15	624005	Std. Meeting Rail	Alum. 6005A-T61
16	624047	Screen Adapter	Alum. 6063-T6
17	624051	Installation Hole Cover	Alum. 6063-T6
18	64125M	Windload Adapter	Alum. 6063-T6
19	624042	Sill Track	Alum. 6063-T6
20	624015	Anti-Lift Clip	Alum. 6063-T6
21A	624009	IG Bead	Alum. 6063-T5
21B	624011	IG Snap Bead	Alum, 6063-T5
23	624026	7/16" Lami Glaz. Bead	Alum. 6063-T6
24	624013	5/16" Lami Glaz. Bead	Alum. 6063-T6
30	6TP247	Glazing Bead, Bulb Vinyl for #624013 & #624026	Vinyl
31	6TP248	Glazing Bead, Bulb Vinyl for #624009 & #624011	Vinyl
32	712653K	Mono setting Block 3/32" X 1/4" X 1"	Neoprene
33A	71715K	Lami IG Setting Block 1/8" x 3/4" x 1-1/14"	Neoprene
33B	624014	IG Snap Setting Block	Vinyl
35	724045	Sweep Latch	Cast Zinc
36	71298	Weep Hole Cover	Vinyl
37	41722	Hole Plug	Vinyl
38	724021	Lock Rail Cover, (LH & RH)	Vinyl
39	724050	Pull Rail End Cap	Vinyl
40	724048	Roller Housing & Sash Guide	Vinyl
41	724052	Roller Wheels	Stainless Steel
42	724054	Sash Top Rail Gasket, (LH & RH)	Polyethylene
43	724055	Sash Bot Rail Gasket, (LH & RH)	Polyethylene
44	724057	Frame Header Gasket, (LH & RH)	Polyethylene
45	724058	Frame Sill Gasket, (LH & RH)	Polyethylene
46	724063	Meeting Rail Gasket	Polyethylene
50		Weatherstrip, .187" x .170", Fin Seal @ Sash	
51		Weatherstrip, .187" x .270", Fin Seal @ MR	
52	67070	Bulb Viny!	1
60	710X38PPAX		Stainless Steel
61	781PQX	#8 X 1" Qd. PH SMS (Frame & Sash Assembly)	Stainless Steel
63	-	Aluminum Screen with Fiberglass Mesh	Varies
70	-	Kommerling Kodispace 4SG TPS	valles
70	-	Quanex Super Spacer nXT	See Sheet
72	_	Quanex Super Spacer IXI	- 18 for
73	_	Cardinal XL Edge Spacer	Materials
73	-	Dow 791, 899, 983 or GE 7700 Backbedding	Silicone





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 T (786) 315-2590 F (786) 315-2599 www.miamidade.gov/economy

CGI Windows and Doors, Inc. 10100 NW 25th Street Miami, FL 33172

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.

DESCRIPTION: Series "SS-3500" Aluminum Storefront System – L.M.I.

APPROVAL DOCUMENT: Drawing No. **W17-52**, titled "SS-3500 Aluminum Storefront Sys. (L.M.I.)", sheets 1 through 5, 5.1, 6 and 7 through 15 of 15, dated 05/23/17, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, 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 and renews NOA# 16-0505.04** and consists of this page 1 and evidence pages E-1, E-2 and E-3, as well as approval document mentioned above.

The submitted documentation was reviewed by Manuel Perez, P.E.



1/12/21/17

NOA No. 17-1114.02 Expiration Date: January 17, 2023 Approval Date: December 28, 2017 Page 1

1. EVIDENCE SUBMITTED UNDER PREVIOUS NOA's

A. DRAWINGS

- 1. Manufacturer's die drawings and sections. (Submitted under NOA No. 12-1005.01)
- 2. Drawing No. **MD-3500-2-LM**, titled "Storefront Window System Details LM", sheets 1 through 16 of 16, dated 03/23/16, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.

B. TESTS

- 1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
 - 2) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
 - 3) Water Resistance Test, per FBC, TAS 202-94
 - 4) Large Missile Impact Test per FBC, TAS 201-94
 - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 6) Forced Entry Test, per AAMA 1304-02, FBC 2411.3.2.1, and TAS 202-94

along with marked-up drawings and installation diagram of a storefront system with French door and transom, prepared by Fenestration Testing Laboratory, Inc., Test Report No. FTL-7137, dated 12/10/12, signed and sealed by Marlin D. Brinson, P.E. *(Submitted under NOA No. 12-1005.01)*

- 2. Test reports on: 1) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
 - 3) Water Resistance Test, per FBC, TAS 202-94
 - 4) Large Missile Impact Test per FBC, TAS 201-94
 - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 6) Forced Entry Test, per AAMA 1304-02, FBC 2411.3.2.1, and TAS 202-94

along with marked-up drawings and installation diagram of a storefront system with French door and transom, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-7208**, dated 01/04/13, signed and sealed by Marlin D. Brinson, P.E. *(Submitted under NOA No. 12-1005.01)*

C. CALCULATIONS

- 1. Anchor verification calculations and structural analysis, complying with **FBC-5th Edition (2014)**, dated 06/05/15 and 05/02/16, prepared by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.
- 2. Glazing complies with **ASTM E1300-09**

D. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER).

Manuel Perez, P.E.

Product Control Examiner NOA No. 17-1114.02 Expiration Date: January 17, 2023 Approval Date: December 28, 2017

E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 14-0916.11 issued to Kuraray America, Inc. for their "SentryGlas® (Clear and White) Glass Interlayers" dated 06/25/15, expiring on 07/04/18.
- 2. Notice of Acceptance No. 14-0916.10 issued to Kuraray America, Inc. for their "Butacite® PVB Glass Interlayer" dated 04/25/15, expiring on 12/11/16.

F. STATEMENTS

- 1. Statement letter of conformance, complying with **FBC-5th Edition (2014)**, dated May 2, 2016, issued by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.
- 2. Statement letter of no financial interest, dated May 2, 2016, issued by manufacturer, signed and sealed by Anthony Lynn Miller, P.E.
- 3. Laboratory compliance letter for Test Reports No. FTL-7137, dated 12/10/12 and FTL-7208, dated 01/04/13, issued by Fenestration Testing Laboratory, Inc., both signed and sealed by Marlin D. Brinson, P.E.

G. OTHERS

1. Notice of Acceptance No. **15-0612.08**, issued to PGT Industries, Inc. for their Series "SS-3500" Aluminum Storefront System - L.M.I. approved on 07/30/15 and expiring on 01/17/18.

2. NEW EVIDENCE SUBMITTED

A. DRAWINGS

1. Drawing No W17-52, titled "SS-3500 Aluminum Storefront Sys. (L.M.I.)", sheets 1 through 5, 5.1, 6 and 7 through 15 of 15, dated 05/23/17, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.

B. TESTS

- 1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
 - 2) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
 - 3) Water Resistance Test, per FBC, TAS 202-94
 - 4) Large Missile Impact Test per FBC, TAS 201-94
 - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
 - 6) Forced Entry Test, per AAMA 1304-02, FBC 2411.3.2.1, and TAS 202-94

along with marked-up drawings and installation diagram of a storefront system with French door and transom, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-17-7007**, dated 05/05/17, signed and sealed by Idalmis Ortega, P.E.

Upruel. Manuel Perez, P.E.

Product Control Examiner NOA No. 17-1114.02 Expiration Date: January 17, 2023 Approval Date: December 28, 2017

E - 2

C. CALCULATIONS

1. Anchor verification calculations and structural analysis, based on current approval and updated to comply with **FBC 6th Edition (2017)**, dated 07/13/17, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.

D. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER)

E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 14-0916.11 issued to Kuraray America, Inc. for their "SentryGlas® (Clear and White) Glass Interlayers" dated 06/25/15, expiring on 07/04/18.
- 2. Notice of Acceptance No. 16-1117.01 issued to Kuraray America, Inc. for their "Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers" dated 01/19/17, expiring on 07/08/19.

F. STATEMENTS

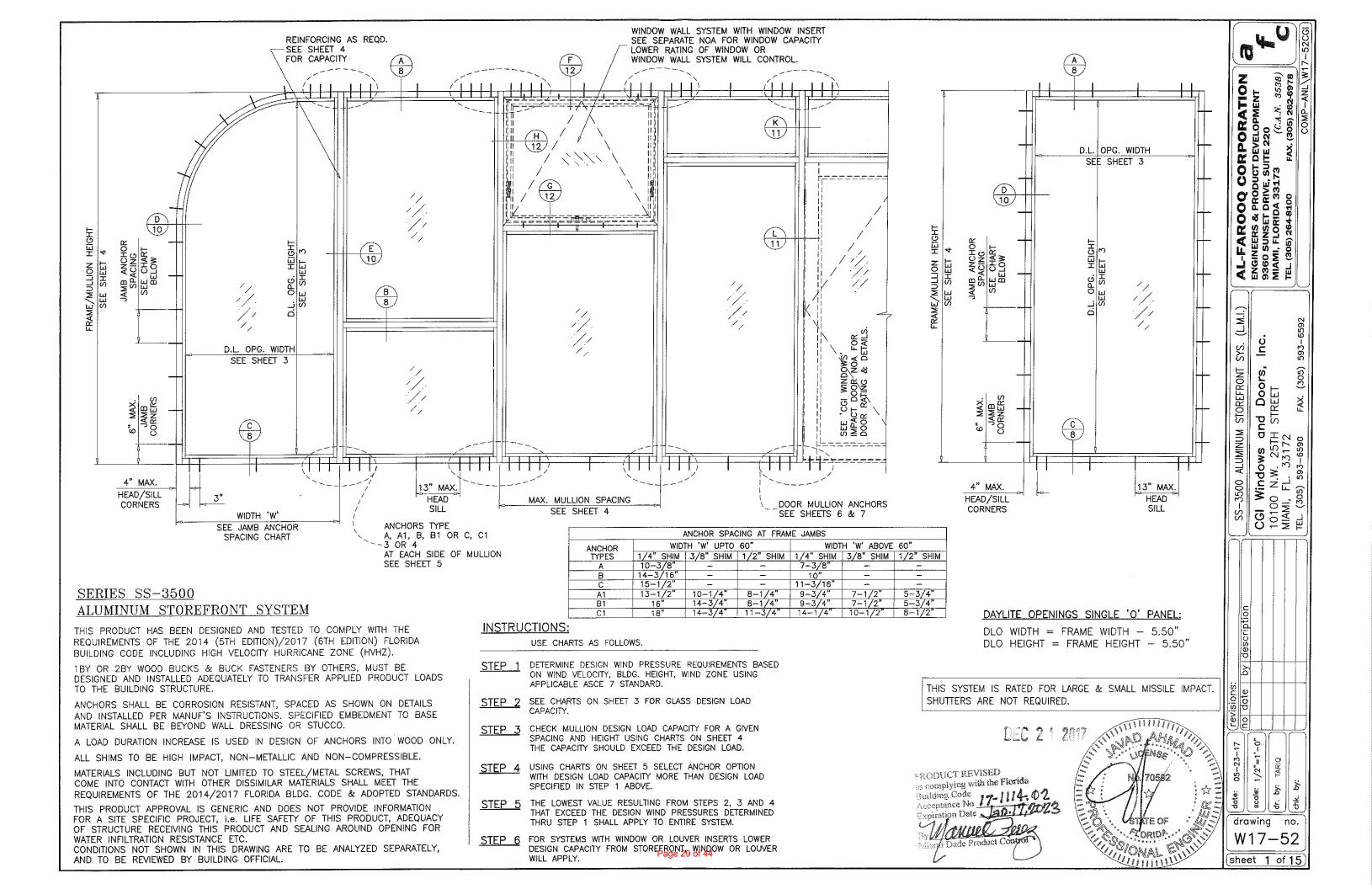
- 1. Statement letter of conformance, complying with **FBC 6th Edition (2017)**, and of no financial interest, dated July 13, 2017, issued by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.
- 2. Letter from owner of existing NOA, dated June 30, 2017, stating that as the parent company PGT Industries, Inc. transfers this NOA to CGI Windows and Doors, Inc., and requests that the current NOA issued to PGT Industries, Inc. be rescinded, signed by A. Lynn Miller, P.E. Senior Code Compliance Engineer, PGT Industries, Inc.
- **3.** Testing proposal **#16-1434R**, issued to CGI Windows and Doors, Inc. by the Product Control Section, dated December 15, 2016, signed by Manuel Perez, P.E.

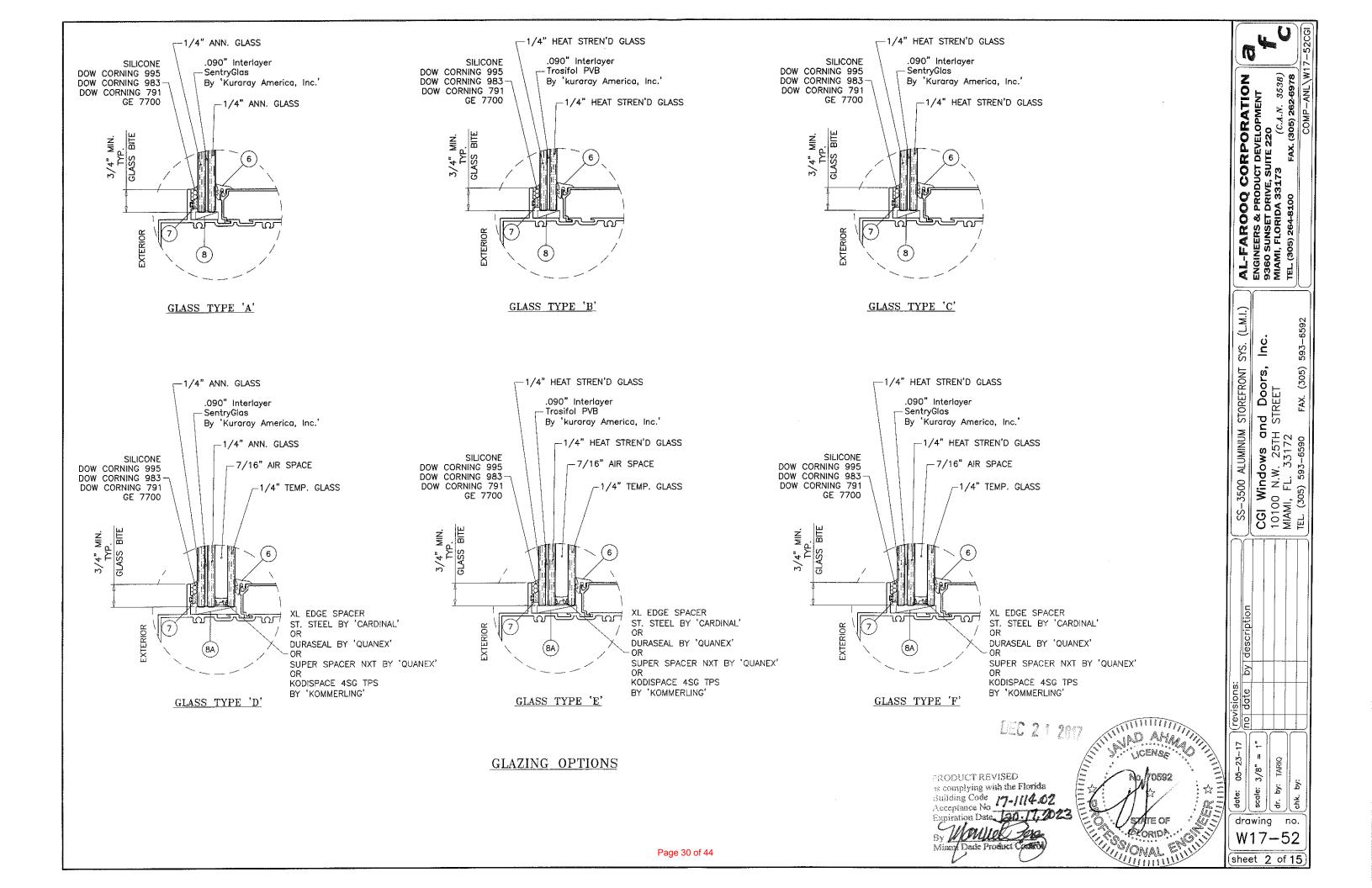
G. OTHERS

1. Notice of Acceptance No. 16-0505.04, issued to PGT Industries, Inc. for their Series "SS-3500" Aluminum Storefront System - L.M.I., approved on 06/02/16 and expiring on 01/17/18.

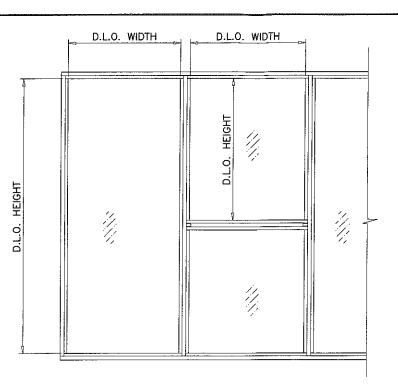
Manuel Pérez, P.E. Product Control Examiner NOA No. 17-1114.02 Expiration Date: January 17, 2023 Approval Date: December 28, 2017

E - 3

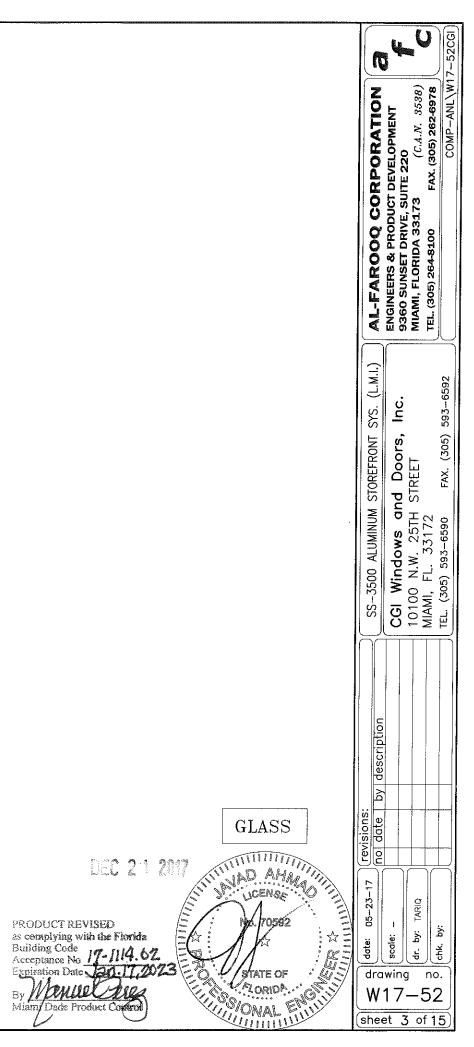




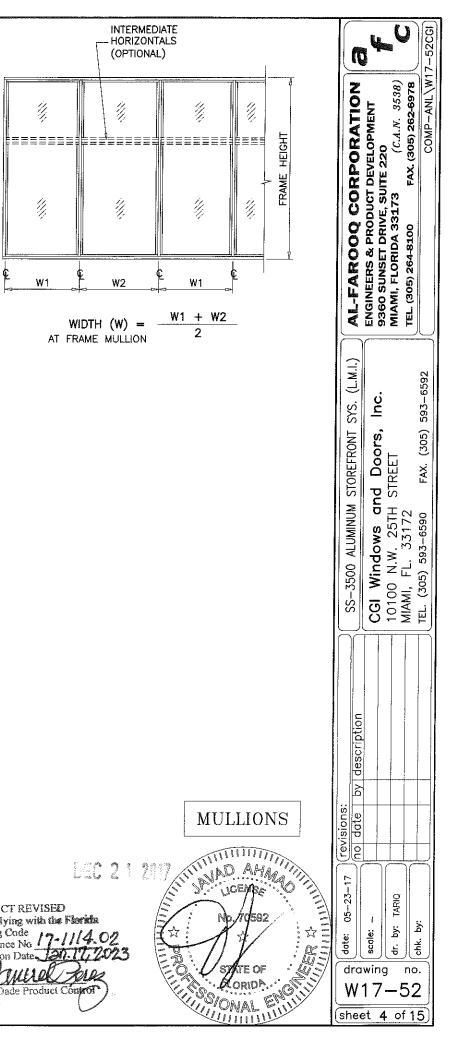
		GLASS	LOAD CAP	ACITY - I			
NOMINA	L DIMS.	GLASS 'B' &		GLASS 'A' 8		GLASS 'C' {	TYPES & 'F'
D.L.O. WIDTH	D.L.O. HEIGHT	EXT.(+)	INT.()	EXT.(+)	INT.()	EXT.(+)	INT.(-)
33-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
35"		70.0	80.0	80.0	80.0	90.0	120.0
45-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
47"	54-1/2"	67.5	77.2	77.2	77.2	86.8	115.8
51-1/4"		62.2	71.1	71.1	71.1	80.0	106.7
57-1/4"		56.0	64.0	64.0	64.0	72.0	96.0
69-1/4"		56.0	64.0	64.0	64.0	72.0	96.0
33-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
35"		70.0	80.0	80.0	80.0	90.0	120.0
45-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
47"	66-1/2"	67.5	77.2	77.2	77.2	86.8	115.8
51-1/4"		62.2	71.1	71.1	71.1	80.0	106.7
57-1/4"		56.0	64.0	63.9	63.9	72.0	96.0
69-1/4"			-	_	-	60.0	80.0
33-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
35"		70.0	80.0	80.0	80.0	90.0	120.0
45-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
47"	78-1/2"	67.5	77.2	77.2	77.2	90.0	115.8
51-1/4"		62.2	71.1	71.1	71.1	90.0	100.0
57-1/4"		-	-	_	-	90.0	100.0
69-1/4"		_	-	-		75.0	83.3
33–1/4"		70.0	80.0	80.0	80.0	90.0	120.0
35"		70.0	80.0	80.0	80.0	90.0	120.0
45-1/4"		70.0	80.0	80.0	80.0	90.0	120.0
47"	90-1/2"		_		-	90.0	115.8
51-1/4"	50 1/2	_	-	_	-	90.0	106.7
57-1/4"			-	-	-	90.0	100.0
69-1/4"		_		_		75.0	83.3
33-1/4"		~~	-	-	-	90.0	120.0
35"			_	_	_	90.0	120.0
45-1/4"	102-1/2"	-	-	-	-	90.0	120.0
47"	102-172	_	-	-	-	90.0	115.8
51-1/4"			_	_	-	90.0	100.0
57-1/4"		-		_	-	90.0	100.0
33-1/4"		-		-		90.0	120.0
35"		-	_	-	_	90.0	120.0
45-1/4"	114-1/2"	-	_		-	90.0	120.0
47"	1.1.1/2	-	_	-	-	90.0	100.0
51-1/4"		-		_	-	90.0	100.0
57-1/4"		_			-	90.0	100.0
33-1/4"		-		-	-	90.0	120.0
35"		-		-	-	90.0	120.0
45-1/4"	126-1/2"		_		_	90.0	100.0
47"			_		-	90.0	100.0
51-1/4"		-	-	+	-	90.0	100.0
57-1/4"		_	-	-	-	82.9	92.1
33-1/4"		_	-	_	-	90.0	120.0
35"		-	-	-		90.0	120.0
45-1/4"	138-1/2"	-	_		-	90.0	100.0
47"		-	_		-	90.0	100.0
						90.0	100.0

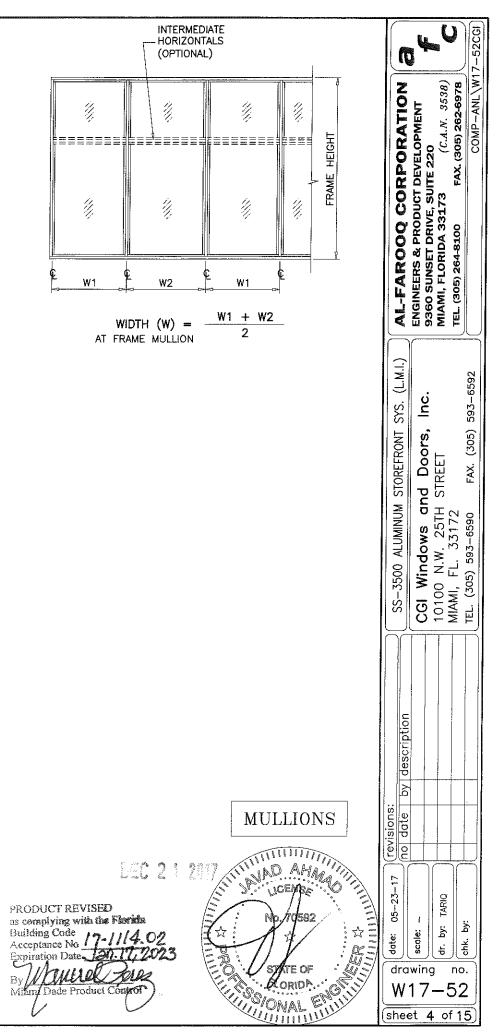


NOTE: GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300-09PT SEC.44GUSTS).



	MULLION	DESIGN	LOAD C	APACITY	- PSF				MULLION	DESIGN	LOAD C.	APACITY	– PSF		······································]
NOMINA	L DIMS.			MULLIC			ON 'M3'	NOMINA	L DIMS.	MULLIC	ON 'M1'	MULLIC)N 'M2'	MULLIC	N 'M3'	1
WIDTH (W)	FRAME HEIGHT			1				WIDTH (W)	FRAME HEIGHT	T EXT.(+)	INT.(-)	EXT.(+)	INT.(-)	EXT.(+)	INT.(-)	
24"		90.0	90.0	90.0	120.0	90.0	120.0	24"		- 1	-	90.0	120.0	90.0	120.0	
24 30"		90.0	90.0	90.0	120.0	90.0	120.0	30"		-	_	90.0	120.0	90.0	120.0	
36″		90.0	90.0	90.0	120.0	90.0	120.0	36"		-	_	90.0	100.4	90.0	119.2	
37-3/4"		90.0	90.0	90.0	120.0	90.0	120.0	37-3/4"		_	-	90.0	95.8	90.0	113.7	
48"	60"	90.0	90.0	90.0	120.0	90.0	120.0	48"	120"	-	-	75.3	75.3	89.4	89.4	
49-3/4"		90.0	90.0	90.0	120.0	90.0	120.0	49-3/4"		_	-	72.7	72.7	86.3	86.3	
54"		90.0	90.0	90.0	120.0	90.0	120.0	54"		_	-	67.0	67.0	79.5	79.5	
60"		90.0	90.0	90.0	120.0	90.0	120.0	60"			-	60.3	60.3	71.5	71.5	
72"		90.0	90.0	90.0	120.0	90.0	120.0	24"		-	-	68.3	68.3	68.3	68.3	
24"		90.0	90.0	90.0	120.0	90.0	120.0	30"		<u> </u>		68.3	68.3	68.3	68.3	
30"		90.0	90.0	90.0	120.0	90.0	120.0	36"		<u> </u>	-	68.3	68.3	68.3	68.3	
36"		90.0	90.0	90.0	120.0	90.0	120.0	37-3/4"			-	68.3	68.3	68.3	68.3	
37-3/4"		90.0	90.0	90.0	120.0	90.0	120.0	48"	132"	-	-	62.2	62.2	68.3	68.3	
48"	72"	90.0	90.0	90.0	120.0	90.0	120.0	49-3/4"		<u> </u>	-	60.1	60.1	66.7	66.7	
49-3/4"		90.0	90.0	90.0	120.0	90.0	120.0	54"				55.3	55.3	61,4	61.4	
54"		90.0	90.0	90.0	120.0	90.0	120.0	59-15/16"		-	-	49.9	49.9	55.3	55.3	
60"		82.6	82.6	90.0	120.0	90.0	120.0	24"			-	68.3	68.3	68.3	68.3	
72"		68.8	68.8	90.0	120.0	90.0	120.0	30" 36"		<u> </u>	_	68.3 68.3	68.3 68.3	68.3 68.3	68.3 68.3	
24"		90.0	90.0	90.0	120.0	90.0	120.0	30 37-3/4"	1 44 "	_		66.5	66.5	67.7	67.7	
30"		90.0	90.0	90.0 90.0	120.0 120.0	90.0 90.0	120.0	48"	177		_	52.3	52.3	53.2	53.2	
36" 373/4"		90.0 90.0	90.0 90.0	90.0	120.0	90.0	120.0	49-3/4"				50.5	50.5	51.4	51.4	
48"	84"	74.8	74.8	90.0	120.0	90.0	120.0			Į		00.0	0010			
40 49-3/4"	04	74.0	72.2	90.0	120.0	90.0	120.0					\cap				\sim
		66.5	66.5	90.0	120.0	90.0	120.0					(5A)				(5
60"		59.9	59.9	90.0	120.0	90.0	120.0					<u>z</u>			r	
72"		49.9	49.9	90.0	102.5	90.0	120.0		Ĵ							٦ٛ
24"		90.0	90.0	90.0	120.0	90.0	120.0	1 4	3) (1		 	(3)	(1	े पहि	
30"		90.0	90.0	90.0	120.0	90.0	120.0		ſ /		< 11		\nearrow			
36"		75.4	75.4	90.0	120.0	90.0	120.0		ľ			Ŷ			Ý	
37-3/4"		71.9	71.9	90.0	120.0	90.0	120.0	و ا	5 <u> </u>			۹Ľ-	<u>~</u>			, [§[
48"	96"	56.5	56.5	90.0	117.7	90.0	120.0		-						Ľ	<u>کچ</u>
49-3/4"		54.5	54.5	90.0	113.5	90.0	120.0				<u> </u>					
54"		50.3	50.3	90.0	104.6	90.0	120.0	MULLI MO IX IN^4 4.3185	ON 'M1'		MULI	M' NOL	12'		MULL	ION 'M
60"		45.2	45.2	90.0	94.1	90.0	116.3		Sx IN^3				IN^4 Sx		Ix IN^4	
72"		37.7	37.7	78.5	78.5	90.0	97.0	4.3185	1.724	ALUMIN	IUM	4.3		724 465	12.293	4.90
24"		90.0	90.0	90.0	120.0	90.0	120.0	S								
30" 7.0"	-	87.1	87.1	90.0	120.0 120.0	90.0 90.0	120.0 120.0	IEIGHT		IX ALUM -	⊦lx STL X	2.9]				
36" 37-3/4"		72.6	72.6 69.2	90.0 90.0	120.0	90.0 90.0	120.0	Ξ								
48"	97-3/4"	69.2 54.4	54.4	90.0	120.0	90.0	120.0	OR								
48 49-3/4"	0, -0, -	52.5	52.5	90.0	109.5	90.0	120.0									
49-3/4 54"	1	48.4	48.4	90.0	100.9	90.0	120.0	WIDTHS								
60"		43.5	43.5	90.0	90.8	90.0	111.9	MID								
72"		36.3	36.3	75.7	75.7	90.0	93.2									
24"			_	90.0	120.0	90.0	120.0	ETWEEN								
30"		_	-	90.0	120.0	90.0	120.0	ي ب								
36"		_	-	90.0	120.0	90.0	120.0	ш Т								
37-3/4"		-	-	90.0	118.2	90.0	120.0	ERPOLATION								
48"	108"	-	-	90.0	93.0	90.0	112.6	LAT								
493/4"		-		89.7	89 <i>.</i> 7	90.0	108.6	0 L								
54"				82.7	82.7	90.0	100.1	TER T								
		-	-	74.4	74.4	90.0	90.1	INT								
60" 72"				62.0	62.0	75.1	75.1									

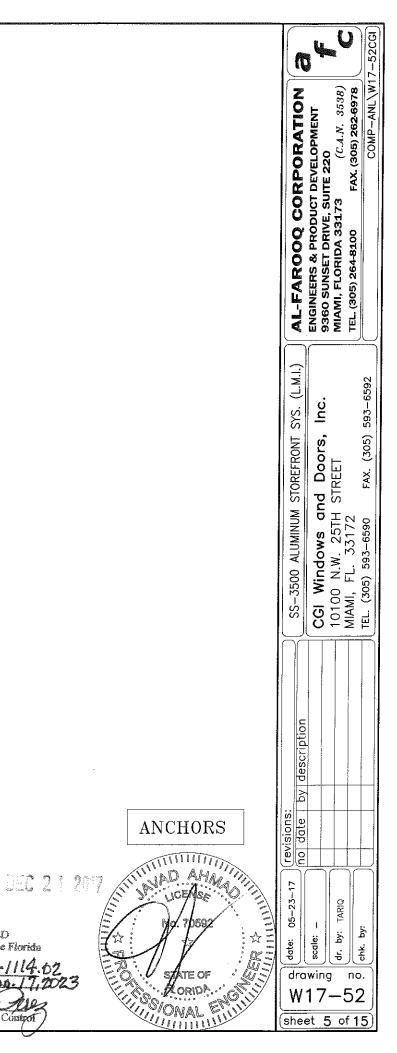




3

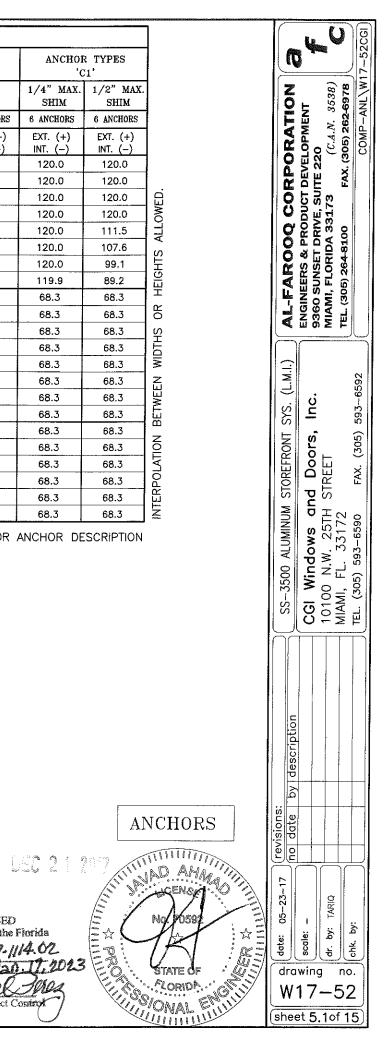
			OAD CAPACITY		1					(– PSF	DAD CAPACITY	N ANCHOR LO	MULLION		:
Barbon Diff Diff<	ANCHOR TYPE 'C'	ГҮРЕ 'В'	ANCHOR	TYPE 'A'	ANCHOR	TYPE	ANCHOR	TYPE 'C'	ANCHOR	TYPE 'B'	ANCHOR	ТҮРЕ 'А'	ANCHOR	TYPE	ANCHOR
	1/4" MAX. SHIM	X. SHIM	1/4" MA	X. SHIM	1/4" MA	PACE	shim s	X. SHIM	1/4" M#	X. SHIM	1/4" MA	X. SHIM	1/4" MA	PACE	Shim S
mem, wmem, wmem, cmem,	6 ANCHORS 8 ANCHORS	8 ANCHORS	6 ANCHORS	8 ANCHORS	6 ANCHORS			8 ANCHORS	6 ANCHORS	8 ANCHORS	6 ANCHORS	8 ANCHORS	6 ANCHORS		
30° 38° 38° 38° 38° 38° 37° 46° 120.0	EXT. (+) EXT. (+) INT. (-) INT. (-)	EXT. (+) INT. (–)		1 1 1		LENGTH (L)	WIDTH (W)							LENGTH (L)	WIDTH (W)
3.3 4.4 120.0 120	120.0 120.0	120.0	120.0	120.0	120.0		24"	120.0	120.0	120.0	120.0	120.0	120.0		24"
37-3/4* 46* 46* 46* 46* 46* 46* 46* 46* 46* 4	120.0 120.0	120.0	120.0	120.0	120.0		30*	120.0	120.0	120.0	120.0	120.0	120.0		30"
48* 60* 120.0 120	120.0 120.0	120.0	120.0	120.0	104.0			120.0	120.0	120.0	120.0	120.0	120.0		36"
48-3/4* 6° 100 120.0	120.0 120.0	120.0	120.0	120.0	99.2		37-3/4"	120.0	120.0	120.0	120.0	120.0	120.0		37-3/4"
	117.3 120.0	120.0	106.5	104.0	78.0	120"	48"	120.0	120.0	120.0	120.0	120.0	120.0	60"	48"
60° 120.0 1	113.2 120.0		102.8	100.3	75.3		49-3/4"	120.0	120.0	120.0	120.0	120.0	120.0		49-3/4"
22' 104.0 120.0 1	104.3 120.0	120.0	94.7		69.3			120.0	120.0	120.0	120.0	120.0	120.0		54"
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	93.8 120.0				_			120.0	120.0	120.0	120.0	120.0	120.0		60"
	68.3 68.3	68.3	68.3	68.3	68.3			120.0	120.0	120.0	120.0	120.0	104.0		72"
	68.3 68.3		68.3	68.3				120.0	120.0	120.0	120.0	120.0	120.0		24"
37-3/4* 48" 49-3/4" 54" 72" 72" 120.0 12	68.3 68.3		68.3	68.3			1	120.0	120.0	120.0	120.0	120.0	120.0		30"
	68.3 68.3	68.3	68.3	68.3	68.3		1 ·	120.0	120.0	120.0	120.0	120.0	120.0		36"
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	68.3 68.3		······			132"		120.0	120.0	120.0	120.0	120.0	120.0		37-3/4"
$ \begin{array}{c} 54^{*} \\ 60^{*} \\ 72^{*} \\ 60^{*} \\ 72^{*} \\ \hline 104.0 \\ 120.0 \\$	68.3 68.3			68.3			· · ·	120.0	120.0	120.0	120.0	120.0	120.0	72"	48"
60° 104.0 120.0 1	68.3 68.3	68.3	68.3	68.3	63.0			120.0	120.0	120.0	120.0	120.0	120.0		49-3/4"
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	68.3 68.3	68.3	68.3	68.3			59-15/16"	120.0	120.0	120.0	120.0	120.0	115.6		54"
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$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	68.3 68.3	68.3	68.3	68.3	68.3		30"	120.0	120.0	120.0	118.3	115.6	86.7		72"
36" 37-3/4" 120.0	68.3 68.3	68.3	68.3	68.3	68.3			120.0	120.0	120.0	120.0	120.0	120.0		24"
37-3/4" 120.0 <	68.3 68.3							120.0	120.0	120.0	120.0	120.0	120.0		30"
48" 84" 111.4 120.0 120	68.3 68.3					144"	1		120.0		120.0	120.0	120.0		
49-3/4" 107.5 120.0 <	68.3 68.3	68.3	68.3	68,3	62.7		49-3/4"		120.0	120.0	120.0	120.0	120.0		37-3/4"
54" 99.0 120.0 120.0 120.0 120.0 60" 89.1 118.9 120.0 120.0 120.0 72" 74.3 99.0 101.4 120.0 120.0 120.0 24" 120.0 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 120.0 36" 120.0 120.0 120.0 120.0 120.0 120.0 37-3/4" 96" 97.5 120.0 120.0 120.0 120.0 48" 96" 97.5 120.0 120.0 120.0 120.0 49-3/4" 94.1 120.0 120.0 120.0 120.0 120.0 60" 78.0 145.6 118.3 120.0 120.0 120.0 72" 65.0 86.7 88.8 118.3 97.8 120.0 72" 150.0 120.0 120.0 120.0 120.0 120.0 30" 115.6 120.0 120.0 120.0	NCHOR DESCRIPTION	T 9 FOR A	SEE SHEE						120.0	120.0	120.0	120.0	111.4	84"	
60° 118.9 120.0 120.0 120.0 72° 74.3 99.0 101.4 120.0 120.0 120.0 24" 120.0 120.0 120.0 120.0 120.0 120.0 30" 30" 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 120.0 36" 96" 97.5 120.0 120.0 120.0 120.0 120.0 49-3/4" 96" 97.5 120.0 120.0 120.0 120.0 120.0 54" 66.7 115.6 118.3 120.0 120.0 120.0 72" 65.0 86.7 88.8 118.3 97.8 120.0 24" 120.0 120.0 120.0 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>120.0</td> <td>120.0</td> <td>120.0</td> <td>120.0</td> <td>107.5</td> <td></td> <td>49-3/4"</td>									120.0	120.0	120.0	120.0	107.5		49-3/4"
72" 74.3 99.0 101.4 120.0 111.7 120.0 24" 120.0 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 120.0 36" 120.0 120.0 120.0 120.0 120.0 120.0 37-3/4" 120.0 120.0 120.0 120.0 120.0 120.0 48" 96" 97.5 120.0 120.0 120.0 120.0 120.0 49-3/4" 94.1 120.0 120.0 120.0 120.0 120.0 54" 96" 78.0 104.0 106.5 120.0 120.0 72" 78.0 104.0 106.5 120.0 120.0 120.0 72" 120.0 120.0 120.0 120.0 120.0 120.0 54" 120.0 120.0 120.0 120.0 120.0 120.0 56" 86.7 1											120.0	120.0	99.0		54"
1/2 1/0 1/0 1/0 1/20.0										120.0	120.0	118.9	89.1		60"
											101.4	99.0	74.3		72"
36'' $36''$ 120.0 120.0 120.0 120.0 120.0 120.0 $37-3/4''$ 120.0 120.0 120.0 120.0 120.0 120.0 $48''$ $96''$ 97.5 120.0 120.0 120.0 120.0 $49-3/4''$ 94.1 120.0 120.0 120.0 120.0 $54''$ 86.7 115.6 118.3 120.0 120.0 $60''$ 78.0 104.0 106.5 120.0 120.0 $72''$ 65.0 86.7 88.8 118.3 97.8 120.0 $24'''$ 120.0 120.0 120.0 120.0 120.0 $30'''$ 120.0 120.0 120.0 120.0 120.0 $36'''$ 115.6 120.0 120.0 120.0 120.0 $37-3/4'''$ $108'''$ 86.7 115.6 118.3 120.0 120.0 $49-3/4'''$ 88.6 111.5 114.2 120.0 120.0 $54'''$ 77.0 102.7 105.2 120.0 120.0										120.0	120.0	120.0	120.0		24"
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$											120.0		120.0		
48" 96" 97.5 120.0 120.0 120.0 120.0 49-3/4" 94.1 120.0 120.0 120.0 120.0 54" 86.7 115.6 118.3 120.0 120.0 120.0 60" 86.7 115.6 118.3 120.0 120.0 120.0 60" 78.0 104.0 106.5 120.0 117.3 120.0 72" 65.0 86.7 88.8 118.3 97.8 120.0 24" 120.0 120.0 120.0 120.0 120.0 120.0 36" 120.0 120.0 120.0 120.0 120.0 120.0 36" 115.6 120.0 120.0 120.0 120.0 120.0 36" 110.2 120.0 120.0 120.0 120.0 120.0 48" 108" 86.7 115.6 118.3 120.0 120.0 120.0 49-3/4" 77.0 102.7 105.2 120.0 115.9 120.0 54" 77.0 102.7													120.0		
														96"	
60" 78.0 104.0 106.5 120.0 117.3 120.0 72" 65.0 86.7 88.8 118.3 97.8 120.0 24" 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 36" 115.6 120.0 120.0 120.0 120.0 36" 115.6 120.0 120.0 120.0 120.0 37-3/4" 110.2 120.0 120.0 120.0 120.0 120.0 48" 108" 86.7 115.6 118.3 120.0 120.0 120.0 49-3/4" 83.6 111.5 114.2 120.0 120.0 120.0 54" 77.0 102.7 105.2 120.0 115.9 120.0															
300 100 100 100 100 100 100 72" 65.0 86.7 88.8 118.3 97.8 120.0 24" 120.0 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 120.0 36" 115.6 120.0 120.0 120.0 120.0 120.0 36" 110.2 120.0 120.0 120.0 120.0 120.0 48" 108" 86.7 115.6 118.3 120.0 120.0 120.0 49-3/4" 83.6 111.5 114.2 120.0 120.0 120.0 54" 77.0 102.7 105.2 120.0 115.9 120.0															
12 120.0 120.0 120.0 120.0 120.0 120.0 30" 120.0 120.0 120.0 120.0 120.0 36" 120.0 120.0 120.0 120.0 120.0 36" 115.6 120.0 120.0 120.0 120.0 37-3/4" 110.2 120.0 120.0 120.0 120.0 48" 108" 86.7 115.6 118.3 120.0 120.0 49-3/4" 83.6 111.5 114.2 120.0 120.0 120.0 54" 77.0 102.7 105.2 120.0 115.9 120.0															
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48" 108" 86.7 115.6 118.3 120.0 120.0 120.0 49-3/4" 83.6 111.5 114.2 120.0 120.0 120.0 54" 77.0 102.7 105.2 120.0 115.9 120.0															
49-3/4" 83.6 111.5 114.2 120.0 120.0 54" 77.0 102.7 105.2 120.0 120.0															
54" 77.0 102.7 105.2 120.0 115.9 120.0														108"	
60" 69.3 92.4 94.7 120.0 104.3 120.0															
72" 57.8 77.0 78.9 105.2 86.9 115.9												92.4	69.3		60"

PRODUCT REVISED as complying with the Florida Building Code Acceptance No 17-1114.02 Expiration Date 120.17,2023 By MULLER Miany Dade Product Control

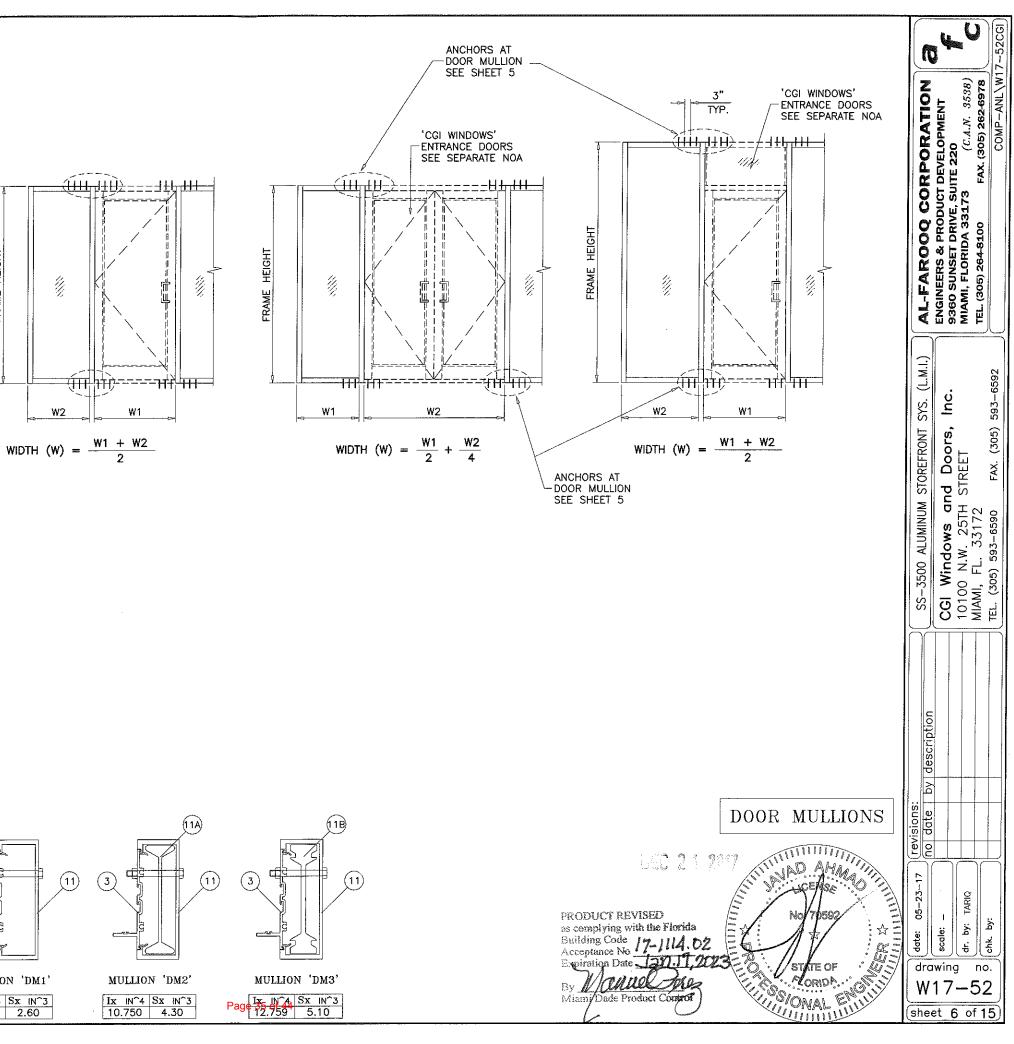


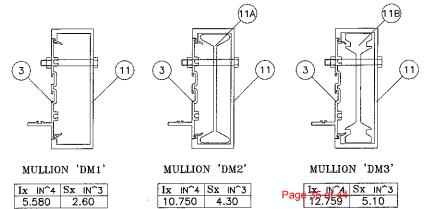
			MULLION A	ANCHOR LOAI	CAPACITY	– PSF							MULLION A	ANCHOR LOAD	D CAPACITY	– PSF	
ANCHOR	TYPE	ANCHORS	ANCHORS 'B1'		TYPES k 'B1'	ANCHOR 'A1' 8	TYPES		R TYPES C1'	ANCHOR	R TYPE	ANCHORS	ANCHORS 'B1'	ANCHOR 'A1' 8	R TYPES & 'B1'		R TYPES & 'B1'
SHIM S	PACE	1/4" MAX. SHIM	1/4" MAX. SHIM	3/8" 1	MAX. SHIM	1/2" M	AX. SHIM	1/4" MAX. SHIM	1/2" MAX. SHIM	Shim S	SPACE	1/4" MAX. SHIM	1/4" MAX. SHIM	3/8" 1	MAX. SHIM	1/2" M	AX. SHIM
		6 ANCHORS	6 ANCHORS	6 ANCHORS	8 ANCHORS	6 ANCHORS	8 ANCHORS	6 ANCHORS	6 ANCHORS			6 ANCHORS	6 ANCHORS	6 ANCHORS	8 ANCHORS	6 ANCHORS	8 ANCHORS
WIDTH (W)	LENGTH (L)	EXT. (+) INT. (-)	WIDTH (W)	LENGTH (L)	EXT. (+) INT. (-)	EXT. (+) INT. (-)	EXT. (+) INT. (-)	EXT. (+) INT. (-)	EXT. (+) INT. ()	EXT. (+) INT. ()							
24"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	24"		120.0	120.0	120.0	120.0	120.0	120.0
30"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	30"		120.0	120.0	120.0	120.0	98.7	120.0
36"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	36"		120.0	120.0	104.4	120.0	82.2	109.7
37-3/4"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	37-3/4"		120.0	120.0	99.6	120.0	78.4	104.6
48"	60"	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	48″	120"	102.9	120.0	78.3	104.4	61.7	82.2
493/4"		120.0	120.0	120.0	120.0	119.0	120.0	120.0	120.0	49-3/4"		99.3	116.4	75.6	100.8	59.5	79.3
54"		120.0	120.0	120.0	120.0	109.7	120.0	120.0	120.0	54"		91.5	107.2	69.6	92.8	54.8	73.1
60"		120.0	120.0	120.0	120.0	98.7	120.0	120.0	120.0	60"		82.3	96.5	62.7	83.6	49.3	65.8
72"		120.0	120.0	104.4	120.0	82.2	109.7	120.0	120.0	24"		68.3	68.3	68.3	68.3	68.3	68,3
24"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	30"		68.3	68.3	68.3	68.3	68.3	68.3
30"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	36"		68.3	68.3	68.3	68.3	68.3	68.3
36"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	37-3/4"		68.3	68.3	68.3	68.3	68.3	68.3
37-3/4"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	48"	132"	68.3	68.3	68.3	68.3	56.1	68.3
48"	72"	120.0	120.0	120.0	120.0	102.8	120.0	120.0	120.0	49-3/4"		68.3	68.3	68.3	68.3	54.1	68.3
49-3/4"		120.0	120.0	120.0	120.0	99.2	120.0	120.0	120.0	54"		68.3	68.3	63.3	68.3	49.8	66.5
54"		120.0	120.0	116.0	120.0	91.4	120.0	120.0	120.0	59-15/16"		68.3	68.3	57.0	68.3	44.9	59.9
60"		120.0	120.0	104.4	120.0	82.2	109.7	120.0	120.0	24"		68.3	68.3	68.3	68.3	68.3	68.3
72"		114.3	120.0	87.0	116.0	68.5	91.4	120.0	120.0 120.0	30" 36"		68.3 68.3	68.3 68.3	68.3 68.3	68.3 68.3	68.3 68.3	68.3 68.3
24"		120.0	120.0	120.0	120.0	120.0	120.0	120.0 120.0	120.0	37-3/4"		68.3	68.3	68.3	68.3	65.4	68.3
30"		120.0	120.0	120.0	120.0	120.0 117.5	120.0	120.0	120.0	48"	144"	68.3	68.3	65.3	68.3	51.4	68.3
36"		120.0	120.0	120.0 120.0	120.0	112.0	120.0	120.0	120.0	49-3/4"	174	68.3	68.3	63.0	68.3	49.6	66.1
37-3/4"	.	120.0	120.0 120.0	111.9	120.0	88.1	117.5	120.0	120.0		1	00.0	00.0	00.0			
48" 49-3/4"	84"	120.0 120.0	120.0	108.0	120.0	85.0	113.4	120.0	120.0							SEE SHE	ET 9 FOR
49-374 54"		120.0	120.0	99.5	120.0	78.3	104.4	120.0	120.0								
54 60"		117.6	120.0	89.5	119,4	70.5	94.0	120.0	120.0								
72"		98.0	114.9	74.6	99.5	58.7	78.3	120.0	106.2								
24"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0								
30"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0								
36"		120.0	120.0	120.0	120.0	102.8	120.0	120.0	120.0								
37-3/4"		120.0	120.0	120.0	120.0	98.0	120.0	120.0	120.0								
48"	96"	120.0	120.0	97.9	120.0	77.1	102.8	120.0	120.0								
49-3/4"		120.0	120.0	94.5	120.0	74.4	99.2	120.0	120.0								
54"		114.3	120.0	87.0	116.0	68.5	91.4	120.0	120.0								
60"		102.9	120.0	78.3	104.4	61.7	82.2	120.0	111.5								
72"		85.8	100.5	65.3	87.0	51.4	68.5	120.0	92.9								
24"		120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0								
30"		120.0	120.0	120.0	120.0	109.7	120.0	120.0	120.0								
36"		120.0	120.0	116.0	120.0	91.4	120.0	120.0	120.0								
37-3/4"		120.0	120.0	110.7	120.0	87.1	116.2	120.0	120.0								
48"	108"	114.3	120.0	87.0	116.0	68.5	91.4	120.0	120.0								
49-3/4"		110.3	120.0	84.0	112.0	66.1	88.2	120.0	119.5								
54"		101.6	119.1	77.4	103.2	60.9	81.2	120.0	110.1								ů
60"		91.5	107.2	69.6	92.8	54.8	73.1	120.0	99.1								
72"		76.2	89.3	58.0	77.4	45.7	60.9	110.9	82.6								
																ለንንግ ፈንኳን ኳጅ ተለ	~r pevicen

PRODUCT REVISED as complying with the Florida Building Code Acceptance No Expiration Date Jan. 17, 2013 By Manual Share Manual Share



NOMINA	L DIMS.	· · · · · · · · · · · · · · · · · · ·	'DM1'		'DM2'		'DM3'
WIDTH (W)	FRAME HEIGHT	EXT.(+)	INT.()	EXT.(+)	INT.(-)	EXT.(+)	INT.(-)
24"		90.0	90.0	90.0	120.0	90.0	120.0
30"		90.0	90.0	90.0	120.0	90.0	120.0
36"		90.0	90.0	90.0	120.0	90.0	120.0
37-3/4"		90.0	90.0	90.0	120.0	90.0	120.0
48"	80"	90.0	90.0	90.0	120.0	90.0	120.0
49-3/4"		90.0	90.0	90.0	120.0	90.0	120.0
54"		90.0	90.0	90.0	120.0	90.0	120.0
60"		90.0	90.0	90.0	120.0	90.0	120.0
72"		81.7	81.7	90.0	120.0	90.0	120.0
24"		90.0	90.0	90.0	120.0	90.0	120.0
30"		90.0	90.0	90.0	120.0	90.0	120.0
36"		90.0	90.0	90.0	120.0	90.0	120.0
37-3/4"		90.0	90.0	90.0	120.0	90.0	120.0
48"	84"	90.0	90.0	90.0	120.0	90.0	120.0
49-3/4"		90.0	90.0	90.0	120.0	90.0	120.0
54"		90.0	90.0	90.0	120.0	90.0	120.0
60"		88.4	88.4	90.0	120.0	90.0	120.0
72"		73.7	73.7	90.0	115.6	90.0	120.0
24"		90.0	90.0	90.0	120.0	90.0	120.0
30"		90.0	90.0	90.0	120.0	90.0	120.0
36"		90.0	90.0	90.0	120.0	90.0	120.0
373/4"		90.0	90.0	90.0	120.0	90.0	120.0
48"	96"	81.5	81 <i>.</i> 5	90.0	120.0	90.0	120.0
49-3/4"		78.7	78.7	90.0	120.0	90.0	120.0
54"		72.5	72.5	90.0	115.7	90.0	120.0
60"		65.2	65.2	90.0	104.2	90.0	120.0
72"		54.4	54.4	86.8	86.8	90.0	100.6
24"		90.0	90.0	90.0	120.0	90.0	120.0
30"		90.0	90.0	90.0	120.0	90.0	120.0
36"		90.0	90.0	90.0	120.0	90.0	120.0
37-3/4"	07 7 (47	90.0	90.0	90.0	120.0	90.0	120.0
48"	97-3/4"	77.2	77.2	90.0	120.0	90.0	120.0
49-3/4"		74.5	74.5	90.0	120.0	90.0	120.0
54"		68.7	68.7	90.0	111.3	90.0	120.0
60"		61.8	61.8	90.0	100.2	90.0	116.1 96.7
72"		51.5	51 <i>.</i> 5	83.5	83.5	90.0	120.0
24" 70"		_	-	90.0	120.0	90.0	120.0
30" 30"				90.0	120.0	90.0 90.0	120.0
36" 77 3 /4"		-		90.0 90.0	120.0 120.0	90.0	120.0
37-3/4"	100"			90.0	120.0	90.0	116.8
48" 49-3/4"	108"	_		90.0	97.4	90.0	112.7
49-3/4 54"				89.8	97. 4 89.8	90.0	103.8
54 60"		~	-	80.8	80.8	90.0	93.4
		_		67.3	67.3	77.9	77.9
72"				90.0	120.0	90.0	120.0
24" 30"			-	90.0	120.0	90.0	120.0
			_	90.0	107.1	90.0	120.0
36" 37-3/4"			_	90.0	107.1	90.0	117.9
	120"			80.3	80.3	90.0	92.8
48" 49-3/4"	120	_		77.5	77.5	89.5	89.5
49-3/4 54"		-	_	71.4	71.4	82.5	82.5
54 60"		_	_	64.3	64.3	74.2	74.2
-00		_		VT.U	0.4.0	· T.£	,

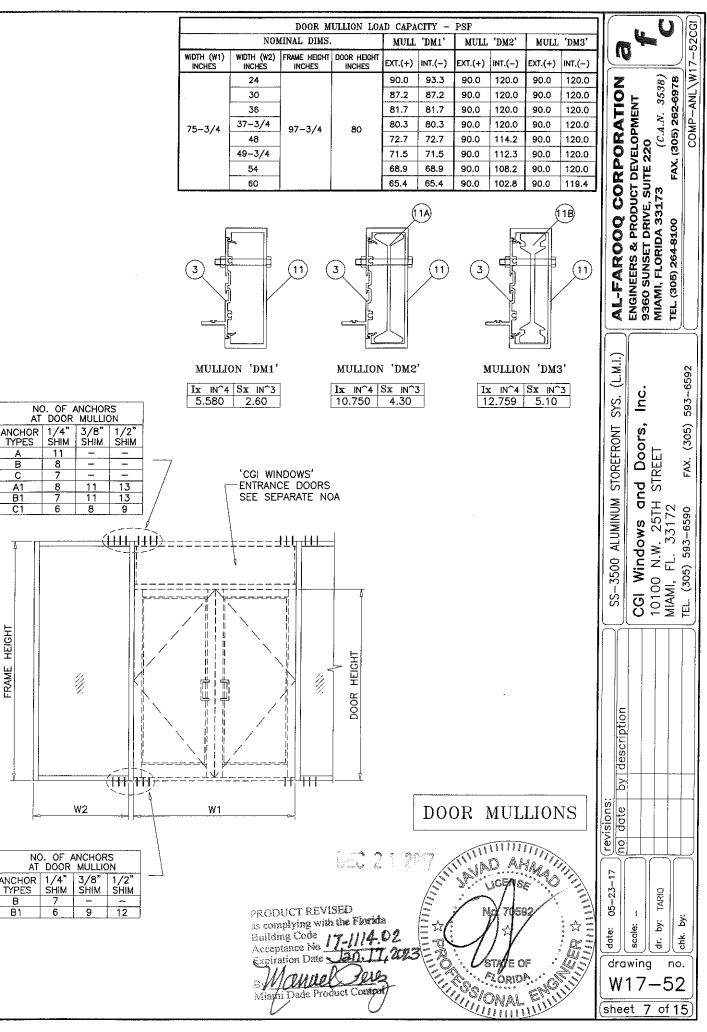


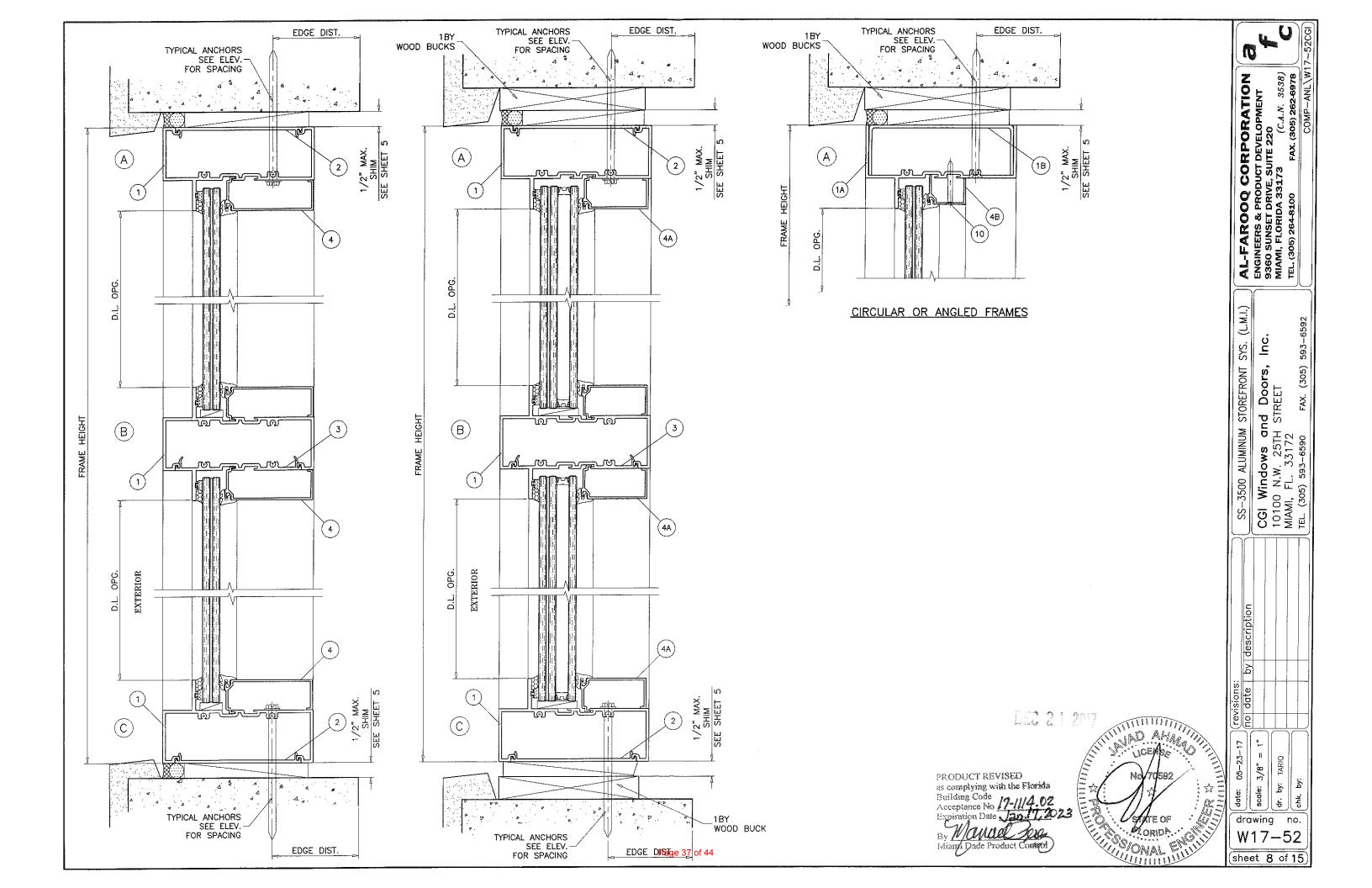


HEIGHT

FRAME

								ſ			NI TOIP C'	DACION				7	
		OOR MULLIO	N LOAD CA	T		MULL 'DM	, ,			OOR MULLIC			- PSF 'DM2'	MILL	'DM3'	-	
WIDTH (W1)		FRAME HEIGHT	DOOR HEIGHT	MULL				WIDTH (W1)	WIDTH (W2)	FRAME HEIGHT	DOOR HEIGHT	EXT.(+)	1	1	INT.(-)	-	
INCHÈS	INCHES	INCHES	INCHES	EXT.(+) 90.0	INT.(-) 120.0	EXT.(+) INT.(90.0 120	_	INCHES	INCHES 24	INCHES	INCHES	90.0	120.0	90.0	120.0	4	
	24 30			90.0	115.3	90.0 120			30	1		90.0	120.0	90.0	120.0	-	
	36			90.0	108.5	90.0 120	-		36	Í		90.0	117.5	90.0	120.0	1	
	37-3/4	104		90.0	106.6	90.0 120).0		37-3/4	104		90.0	115.3	90.0	120.0	_	
	48			90.0	96.9	90.0 112	_		48			90.0	103.9	90.0	120.0	1	
-	49-3/4	-		90.0	95.5	90.0 110	_		49-3/4 54	-		90.0 90.0	102.1 98.2	90.0 90.0	118.5 113.9	-	
-	54 60			90.0 87.6	92.0 87.6	90.0 100			60	-		90.0	93.1	90.0	108.0	-	
	24			90.0	106.3	90.0 120			24			90.0	113.9	90.0	120.0	1	
	30	-		90.0	99.8	90.0 115	9.9		30]		90.0	106.3	90.0	120.0		
	36			90.0	94.0	90.0 109			36	-		90.0	99.7	90.0	115.6	1	
	37-3/4	110		90.0	92.5	90.0 107			37-3/4 48	110		90.0 88.7	97.9 88.7	90.0 90.0	113.6 102.8	-	
75-3/4	48 49-3/4	-	80	84.3 83.0	84.3 83.0	90.0 97 90.0 96		75-3/4	40	-	90	87.2	87.2	90.0	102.8		
	54	-		80.1	80.1	90.0 93			54			84.0	84.0	90.0	97.4		
	60	-		76.4	76.4	88.7 88	.7		60			79.8	79.8	90.0	92.6		
	24			90.0	93.2	90.0 108			24	-		90.0	98.0	90.0	113.6		
	30	-		87.6	87.6	90.0 101			30			90.0	91.7	90.0	106.4 100.0		
-	36 37-3/4	-		82.7 81.3	82.7 81.3	90.0 96 90.0 94	_		36 37-3/4			86.2 84.8	86.2 84.8	90.0 90.0	98.3		
-	48	116		74.3	74.3	86.3 86			48	116		77.0	77.0	89.3	89.3		
-	49-3/4			73.2	73.2	85.0 85			49-3/4			75.8	75.8	88.0	88.0]	
	54			70.7	70.7	82.1 82	.1		54			73.1	73.1	84.8	84.8		
	60			67.4	67:4	78.3 78			60			69.6	69.6	80.7 90.0	80.7 103.8		ΔΝ
	24 30	_		85.9 80.9	85.9 80.9	90.0 99			24 30			89.5 83.9	89.5 83.9	90.0	97.3		
	36			76.3	76.3	88.7 88			36			79.0	79.0	90.0	91.6		
	37-3/4	120		75.1	75.1	87.3 87	.3		37-3/4	120		77.6	77.6	90.0	90.1		
	48	120		68.7	68.7	79.8 79	_		48			70.7	70.7	82.0	82.0		
-	49-3/4	-		67.7	67.7	78.6 78	-		49-3/4			69.6 67.1	69.6 67.1	80.7	80.7 77.9		(
	54 60			65.4 62.4	65.4 62.4	76.0 76 72.5 72			54 60			64.0	64.0	77.9 74.2	74.2		
	24			90.0	120.0	90.0 120			24		,	90.0	120.0	90.0	120.0		
	30			90.0	118.8	90.0 120	.0		30			90.0	120.0	90.0	120.0		
	36			90.0	111.5	90.0 120			36			90.0	120.0	90.0	120.0		
	37-3/4	104		90.0	109.5	90.0 120	_		37-3/4 48	104		90.0 90.0	120.0 110.2	90.0 90.0	120.0 120.0		
	48 49-3/4			90.0 90.0	99.2 97.7	90.0 115			49-3/4			90.0	108.2	90.0	120.0		⊢
	+3 0/4 54			90.0	94.1	90.0 109			54			90.0	103.8	90.0	120.0		FRAME HEIGHT
	60			89.4	89.4	90.0 103	.8		60			90.0	98.0	90.0	113.6		H
	24			90.0	108.8	90.0 120			24			90.0	120.0	90.0	120.0		ME
	30			90.0	101.9	90.0 118			30			90.0	112.4	90.0 90.0	120.0	ė	FR/
	36 37-3/4			90.0 90.0	95.9 94.3	90.0 111 90.0 109			36 373/4			90.0 90.0	105.0 103.0	90.0	120.0 119.3	ALLOWED	
	48	110		85.7	85.7	90.0 99		//	48	110		90.0	92.7	90.0	107.4	ULL (
75-3/4	49-3/4		84	84.4	84.4	90.0 98	0	753/4	49-3/4		96	90.0	91.1	90.0	105.6		
r	54			81.4	81.4	90.0 94			54		-	87.6	87.6	90.0	101.5	HEIGHTS	
	60			77.5	77.5	90.0 90			60		-	83.0 90.0	83.0 102.5	90.0 90.0	96.2 118.8		Ţ
	24 			90.0 88.9	94.7 88.9	90.0 110 90.0 103			24 30			90.0	95.7	90.0	110.9		
	36			83.8	83.8	90.0 97	_		36		-	89.6	89.6	90.0	103.9	OR	
	37-3/4	116		82.4	82.4	90.0 95	7		37-3/4	116		88.0	88.0	90.0	102.0	WIDTHS	
	48			75.1	75.1	87.3 87.			48			79.6	79.6	90.0	92.3		
	49-3/4			74.0	74.0	86.0 86.			49-3/4			78.4	78.4	90.0	90.8		
	54 60			71.5 68.1	71.5 68.1	83.0 83. 79.1 79			54 60			75.4 71.6	75.4 71.6	87.4 83.0	87.4 83.0	BETWEEN	ANC TY
	24			87.0	87.0	90.0 101			24			90.0	92.9	90.0	107.6	ML.	
	30			81.8	81.8	90.0 95	_		30		-	86.8	86.8	90.0	100.6	BE	Ē
[36			77.2	77.2	89.6 89			36		Ē	81.5	81.5	90.0	94.5	NO	
	37-3/4	120		75.9	75.9	88.1 88			37-3/4	120	ŀ	80.1	80.1	90.0	92.8	ATI	
	48 49-3/4			69.3 68.3	69.3 68.3	80.5 80. 79.3 79.			48 49-3/4		-	72.6 71.5	72.6 71.5	84.2 82.9	84.2 82.9	0	
	49-3/4 54			65.9	65.9	79.5 79.			+3-3/+ 54		-	68.9	68,9	79.8	79.8		
	60			62.9	62.9	73.0 73.			60			65.5	65.5	75.9	75.9	NOILY BOLATION	
		d															



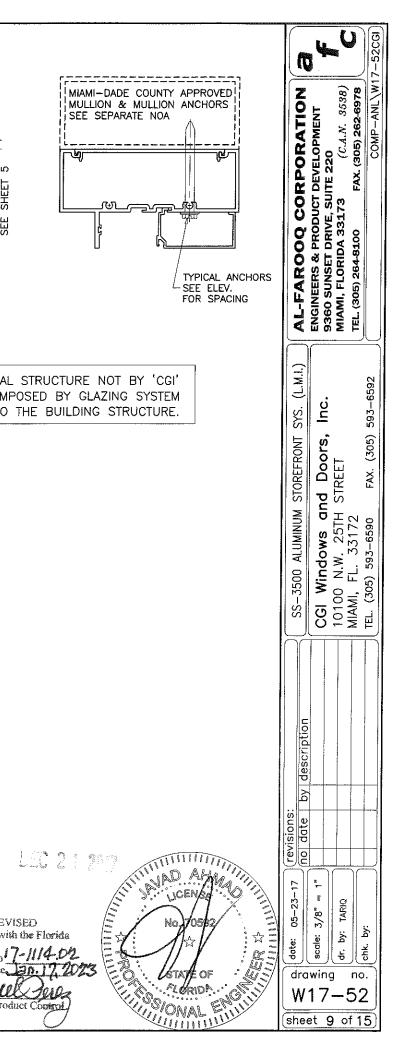


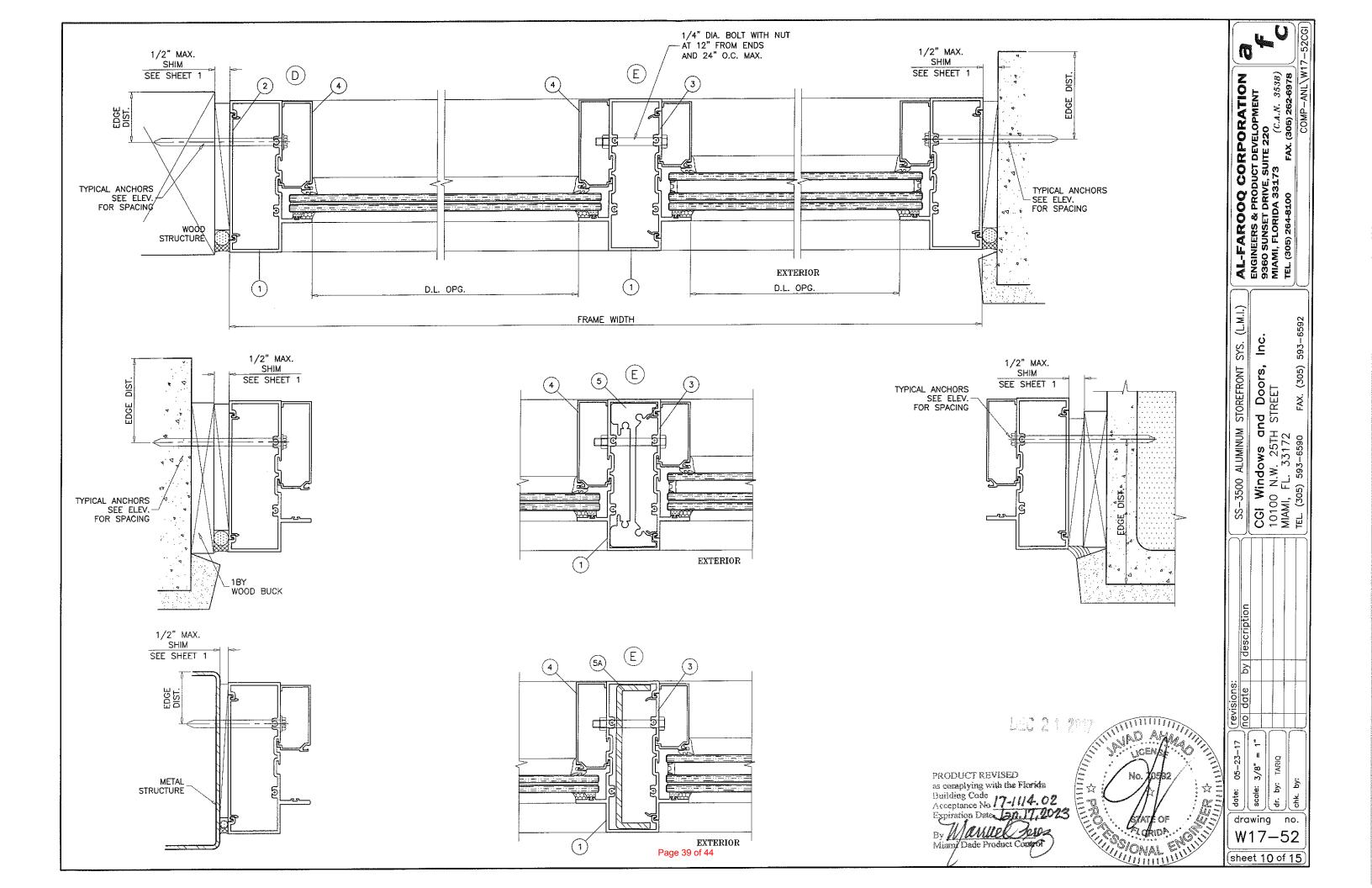
The contract of the contract o	METAL STRUCTURES
TYPICAL ANCHORS	TYPICAL ANCHORS
SEE ELEV.	SEE ELEV.
FOR SPACING	FOR SPACING

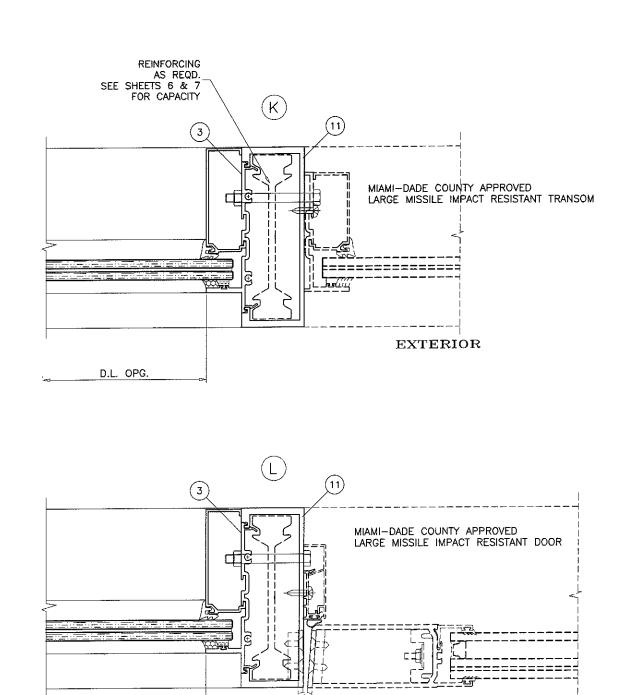
TYPICAL ANCHORS: SEE ELEV. FOR SPACING

TYPICAL ANCHORS: SEE ELEV. FOR SPACING

	WOOD AT HEAD OR JAMBS SG = 0.55 Min. CONCRETE AT HEAD, SILL OR JAMBS f'c = 3000 PSI Min. C-90 GROUT FILLED BLOCK AT JAMBS f'm = 2000 PSI Min.		WOOD AT HEAD OR JAMBS SG = 0.55 MIN. CONCRETE AT HEAD, SILL OR JAMBS f'c = 3000 PSI MIN. C-90 GROUT FILLED BLOCK AT JAMES f'm = 2000 PSI MIN.	By Wallee Miam/Dade Prod
- LIMIT &	ANCHOR EDGE DISTANCES INTO METAL STRUCTURE = $1/2$ " MIN.		ANCHOR EDGE DISTANCES INTO METAL STRUCTURE = $1/2$ " MIN.	as complying with Building Code Acceptance No Expiration Date
MAX. SHIMS	ALUMINUM: 1/8" THK. MIN. (6063–T5 MIN.) STEEL: 1/8" THK. MIN. (Fy = 36 KSI MIN.) (STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR PAINTED)		ALUMINUM: $1/8$ ° THK. MIN. (6063–T5 MIN.) STEEL: $1/8$ ° THK. MIN. (Fy = 36 KSI MIN.) (STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR PAINTED)	RODUCT REV
TO 1/4"-	INTO MIAMI-DADE COUNTY APPROVED MULLIONS OR INTO METAL STRUCTURES (3) THREADS MIN. PENETRATION BEYOND METAL SUBSTRATE		INTO MIAMI-DADE COUNTY APPROVED MULLIONS OR INTO METAL STRUCTURES (3) THREADS MIN. PENETRATION BEYOND METAL SUBSTRATE	
MAX.	ANCHOR CL TO CL DISTANCE INTO CONCRETE = 3" MIN. INTO FILLED BLOCKS = 4" MIN. 1/4" DIA. TEKS OR SELF DRILLING SCREWS (GRADE 5 CRS)		ANCHOR CL TO CL DISTANCE INTO CONCRETE = 3" MIN. INTO FILLED BLOCKS = 5" MIN. 	
SHIMS TO 1/	1-3/4" MIN. EMBED INTO CONCRETE (HEAD/SILL/JAMBS) ANCHOR EDGE DISTANCES INTO CONCRETE = $2-1/2$ " MIN.	- - -	1-3/4" MIN. EMBED INTO CONCRETE (HEAD/SILL/JAMBS) ANCHOR EDGE DISTANCES INTO CONCRETE = $2-1/2$ " MIN.	
1	1/4" DIA ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI) DIRECTLY INTO CONCRETE	TYPE 'B1'-	- <u>5/16" DIA ULTRACON BY 'ELCO'</u> (Fu=177 KSI, Fy=155 KSI) DIRECTLY INTO CONCRETE	
	ANCHOR CL TO CL DISTANCE INTO CONCRETE = 3" MIN. INTO FILLED BLOCKS = 4" MIN.		<u>ANCHOR_CL_TO_CL_DISTANCE</u> INTO_CONCRETE = 3" MIN. INTO_FILLED_BLOCKS = 5" MIN.	
MAX.	ANCHOR EDGE DISTANCES INTO CONCRETE AND MASONRY = $2-1/2^{\circ}$ MIN. INTO WOOD STRUCTURE = 1° MIN.	 	ANCHOR EDGE DISTANCES INTO CONCRETE AND MASONRY = $2-1/2^{\circ}$ MIN. INTO WOOD STRUCTURE = $1-1/4^{\circ}$ MIN.	
SHIMS TO 1/4"	THRU 1BY BUCKS INTO CONC. OR MASONRY 1-3/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS) 1-3/4" MIN. EMBED INTO FILLED BLOCKS (JAMBS) DIRECTLY INTO MASONRY 1-3/4" MIN. EMBED INTO FILLED BLOCKS (JAMBS)	- -	1-3/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS) 1-3/4" MIN. EMBED INTO FILLED BLOCKS (JAMBS) DIRECTLY INTO MASONRY 1-3/4" MIN. EMBED INTO FILLED BLOCKS (JAMBS)	
TYPE 'A'-	<u>1/4" DIA ULTRACON BY 'ELCO'</u> (F_u =177 KSI, Fy=155 KSI) INTO 2BY WOOD BUCKS OR WOOD STRUCTURES 1-1/2" MIN. PENETRATION INTO WOOD (HEAD/JAMBS)	TYPE 'A1'-	– <u>5/16" DIA ULTRACON BY 'ELCO'</u> (Fu=177 KSI, Fy=155 KSI) INTO WOOD STRUCTURES 2" MIN. PENETRATION INTO WOOD (HEAD/JAMBS) THRU 1BY OR 2BY BUCKS INTO CONC. OR MASONRY	WOOD BUCKS AND METAL MUST SUSTAIN LOADS IMP AND TRANSFER THEM TO
· · ·				





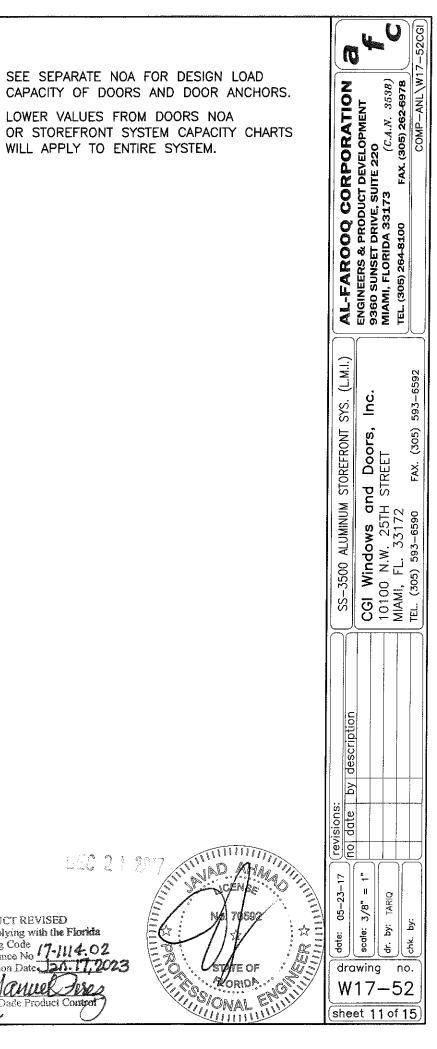


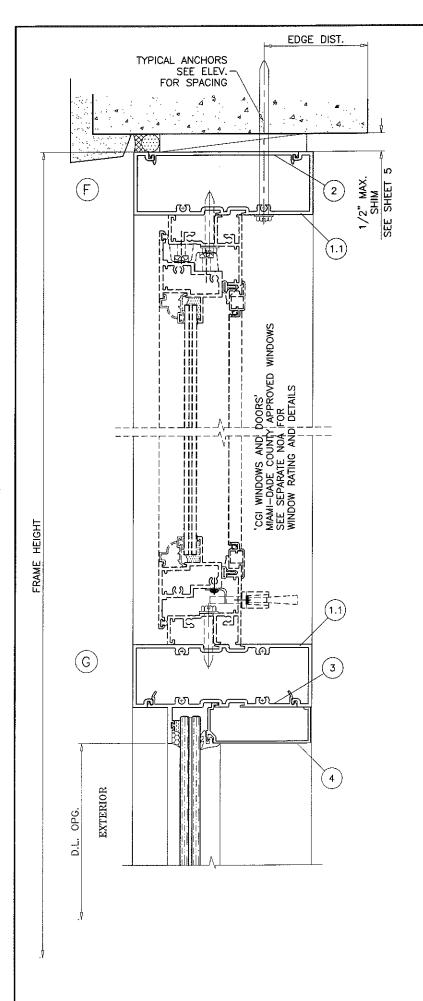
D.L. OPG.

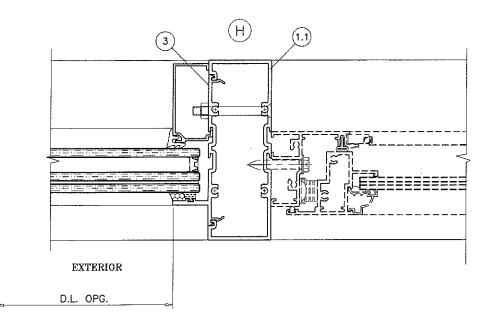
PRODUCT REVISED as complying with the Florida Building Code Acceptance No 17-1114-02 Expiration Date 121-117,2023 annel teres Вγ ide Product Control

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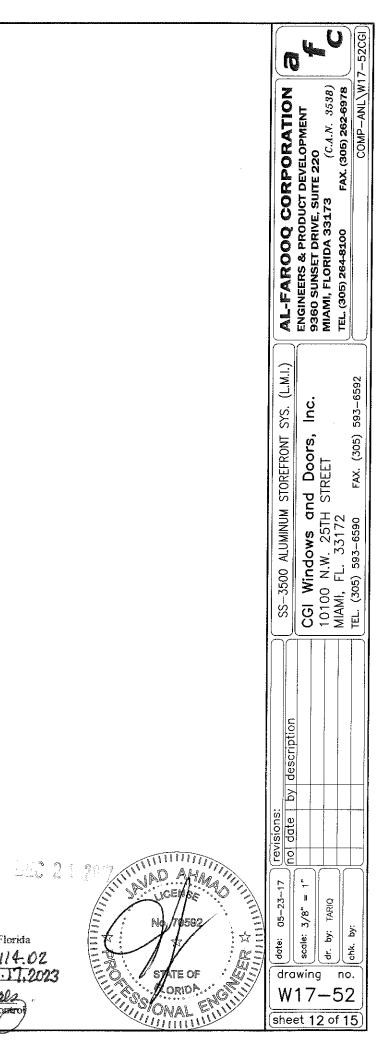
EXTERIOR

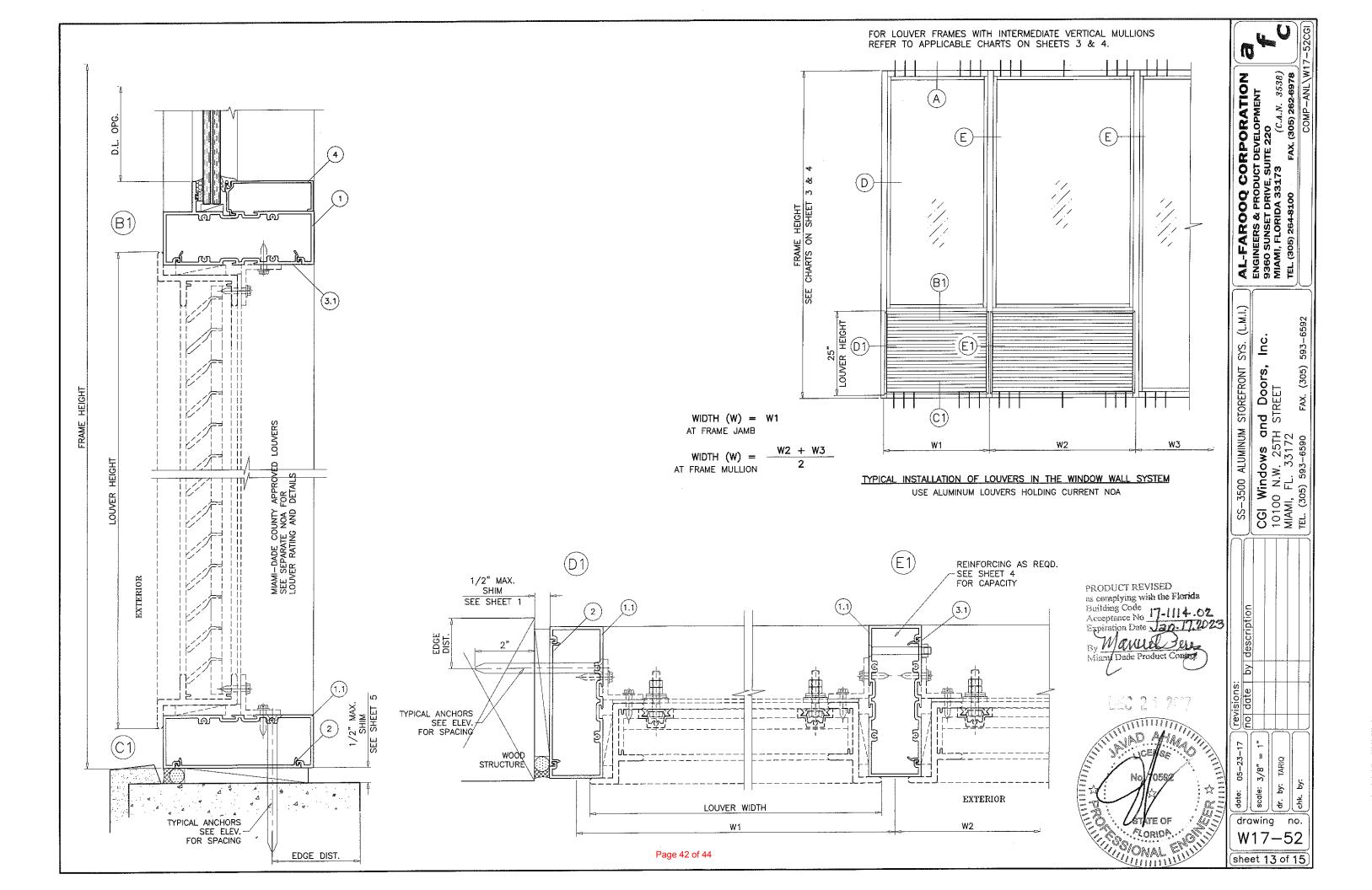


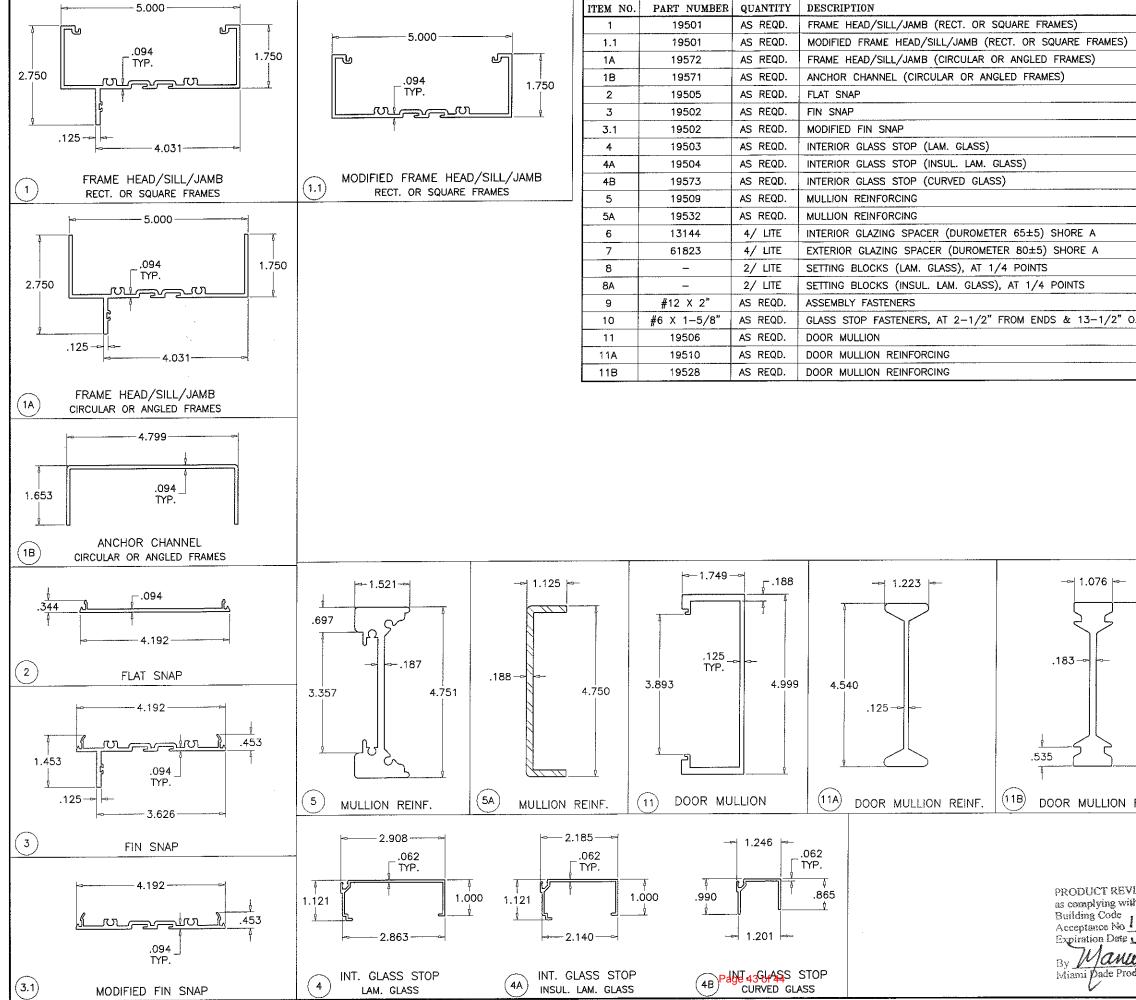




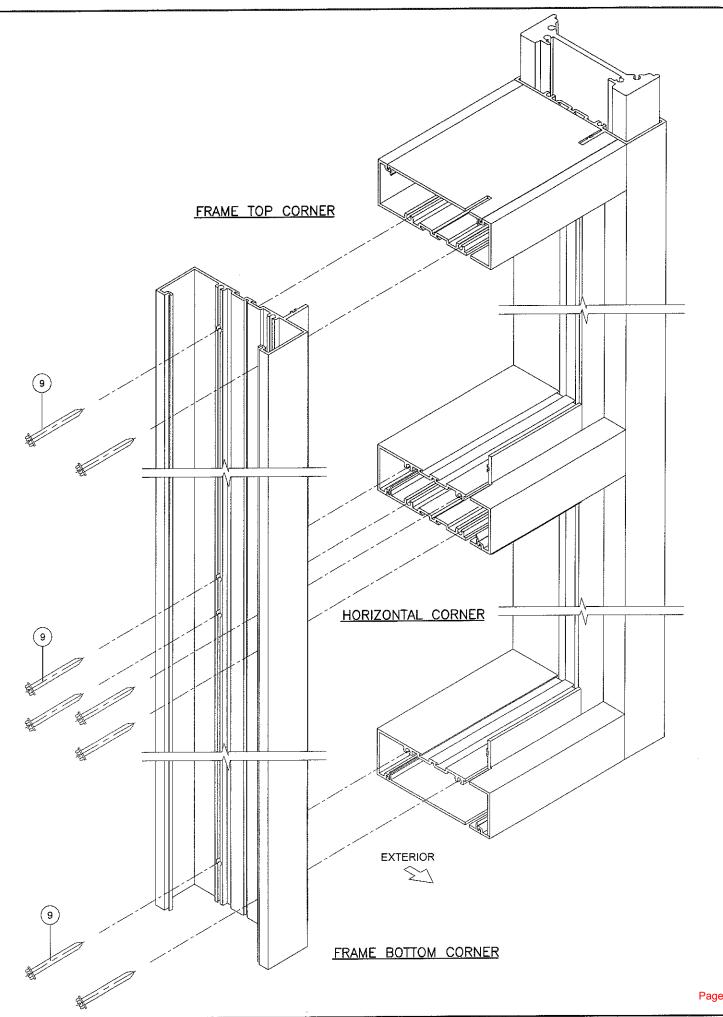
PRODUCT REVISED as complying with the Florida Building Code Acceptance No 17-1114-02 Expiration Date 50.17,2023 By 100000 Date 50.17,2023 By 100000 Date 50.17,2023

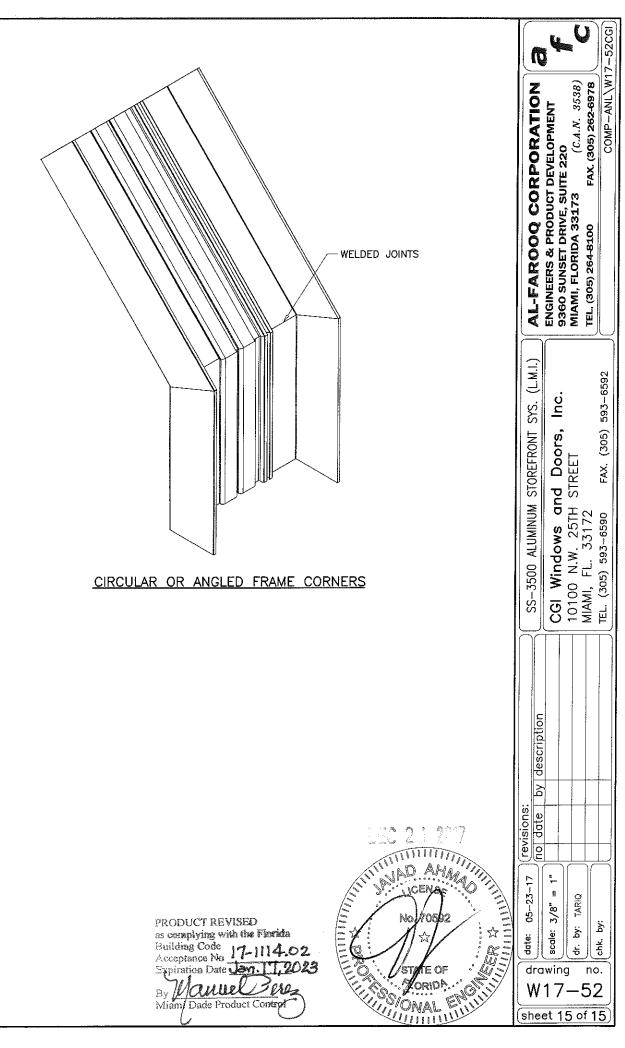


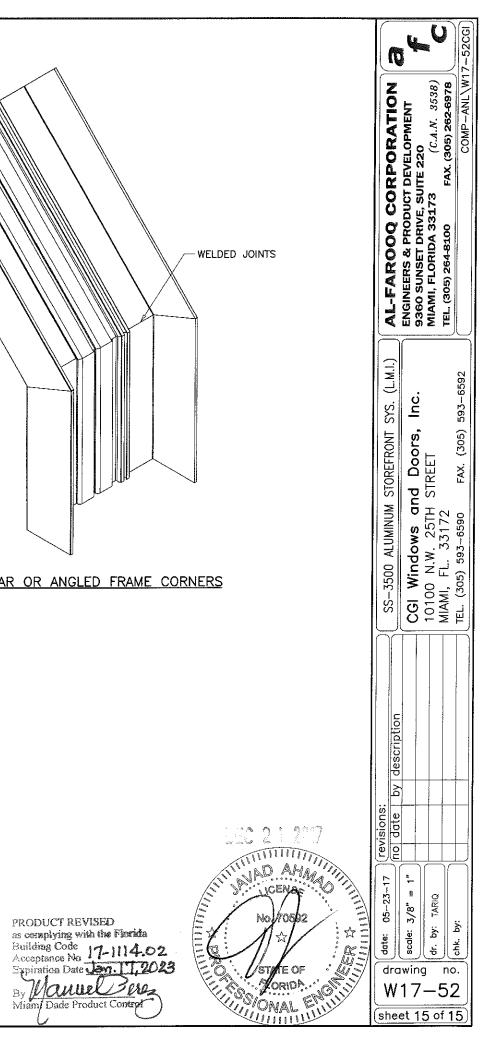




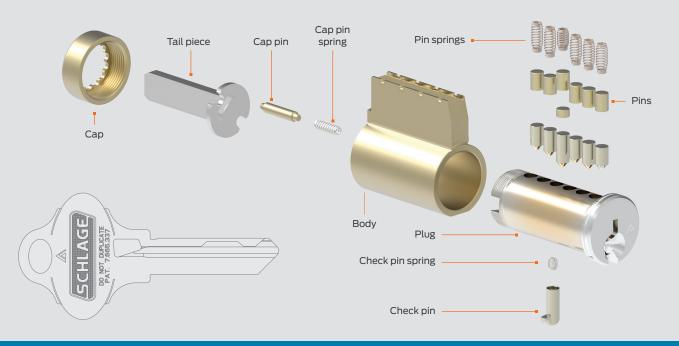
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	063–T6	-	AL-FAROOQ CORPORATION ENGINEERS & PRODUCT DEVELOPMENT 9360 SUNSET DRIVE, SUITE 220 MIAMI, FLORIDA 33173 (C.A.N. 3538, TEL. (305) 264-8100 FAX. (305) 262-6978 COMP-ANL/W
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			SS-3500 ALUMINUM STOREFRONT SYS. (L.M.I.) CGI Windows and Doors, Inc. 10100 N.W. 25TH STREET MIAMI, FL. 33172 TEL. (305) 593-6590 FAX. (305) 593-6592
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Attachment J: Key Cylinder Specs



Everest 29 keyways

The essential building blocks of a well protected Schlage key system begin with Everest 29 keyways. These keyway families offer the greatest levels of versatility as part of layered security plan and the greatest compatibility to existing Schlage and competitive locksets.

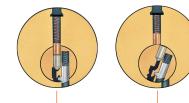
Patent protection to 2029

Everest 29 key systems protect against unauthorized duplication two ways. First, key blanks are tightly controlled by Schlage to ensure access for only authorized dealers. Secondly, patent protection deters duplication of the design—an offense subject to federal law. They are available as both open and restricted keyways to give you the level of security you need for every application.

Benefits

- Key: through-cut technology enables a unique undercut key design; 20% increase in thickness for greater strength
- Cylinder: unique check pin interaction improves physical security of the lock

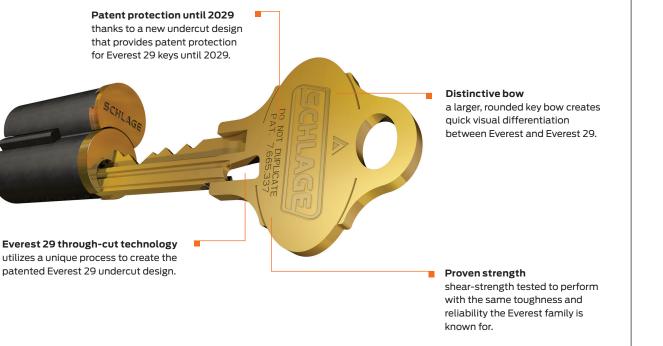
Everest 29 keys work by lifting the check pin when the key is inserted into the cylinder allowing the key to turn and the lock to rotate open. This patented interaction ensures the integrity of the system at every opening.



Undercut keyway profile is patented When check pin is lifted, cylinder is free to rotate

Attachment J: Key Cylinder Specs





Best practices: Everest 29

Everest 29 is designed with both new construction and retrofit in mind. For new construction, you have the opportunity to define a full spectrum of layered security utilizing Everest 29, and Everest 29 Primus XP with and without the UL 437 option (see page 6). For retrofit applications, Everest 29 is made to be integrated into many existing systems.

CHLA

- . Available formats: Conventional and FSIC (S and T families); Conventional SL and SFIC (R family)
- Backward compatible to Everest keyways
- Cylinders available to fit an extensive list of competitor's locks
- Multiple key sections

Upgrade legacy Everest systems

Everest 29 keyway families are each backward compatible to specific Everest B, C and D keyway families making migration of an existing key system less complex. You can selectively upgrade cylinders in your facility to regain patent protection. In both Everest and Everest 29 cylinders, Primus XP upgrades can be applied where security is most critical.

Note: Everest 29 keys will work in an existing Everest keyway, but legacy Everest keys will not work in a new Everest 29 keyway

Compatibility



- SFIC Restricted keyway
 - Letter of authorization required



- FSIC and conventional Open keyway Duplication through
- authorized dealers only



- FSIC and conventional Restricted keyway
- Letter of authorization required
- 1 Legacy Everest keyways are still available to order
- 2 Everest 29 S123 is the default for Schlage commercial locks. Everest 29 S145 is the default keyway for new master key systems.

Attachment K: Von Duprin Closer Model

4040XP/4040XPT Series

Introduction

4000T Series

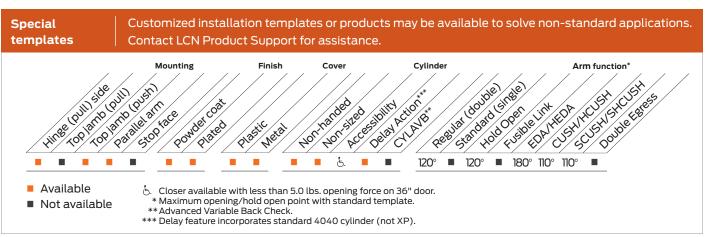


The 4040XP is LCN's most durable and flexible heavy duty closer designed for institutional and other demanding high traffic applications.

Features

Certifications	Grade 1 - ANSI A156.4, UL 10C, ADA, 100 hour salt spray, meets BAA - Buy American Act
Body construction	 Cast iron body Full complement bearing 1¹/₂" diameter piston Double heat treated pinion journal
Fluid	All weather liquid X fluid
Handing	Non-handed
Templating	Peel-n-Stick templates - 2 ¼" x 5" mounting hole pattern
Size	Adjustable spring size 1-6, includes patented green dial
Warranty	30 years

Cover	Plastic Cover (PC), standardMetal Cover (MC), optional
Fasteners	Self reaming and tapping screws (SRT)
Mounting	Hinge (pull side), top jamb (push side), parallel arm (push side)
Arms	Regular arm
Finishes/colors/ powder coat	 689 Aluminum 690 Statuary bronze 691 Light bronze 693 Black 695 Dark bronze 696 Brass Custom colors optional
	 Optional SRI primer - powder coat only Optional plated finishes



98/99 Rim exit device



98 and 99 rim exit devices for all types of single and double doors with mullion, UL listed for panic exit hardware. Devices are certified to ANSI/BHMA A156.3 2014, Grade 1. The 98 device has a smooth mechanism case and the 99 device has a grooved case. The rim device is non-handed except when the following device options are used: SD (special dogging), -2 (double cylinder) or SS (signal switch). Covers stock hollow metal doors with 86 or 161 cutouts on single doors (may cover cutouts on pairs – consult template).

Specifications

Device functions	Device ships EO/DT/NL; Field selectable;
	For TP, K or L remove NL drive screw from device
Device lengths	3' 2'4' to 3' (711mm to 914mm) Door size
	4' 2'10" to 4' (864mm to 1219mm) Door size
Device centerline	39 ¹³ /16" (1011mm)
from finished floor	39 ¹¹ /16" (1008mm) with mullion
Center case	8" x 2 ³/₄" x2 ³/8" (203mm x 70mm x 60mm)
Mechanism case	2 ¹ / ₄ " x 2 ¹ / ₄ " (57mm x 57mm)
Projection	Pushbar neutral – 3 13/16" (97mm)
	Pushbar depressed – 3 1/16" (78mm)
Latch bolt	Deadlocking, 3/4" (19mm) throw
Finishes	605, 606, 612, 625, 626/626AM, 628, 710, 711 and 643e
	(619 and 630 available with 98 Series only)
Fasteners and	Includes screw pack for 1 $^{3}/_{4}$ " (44mm) and 2 $^{1}/_{4}$ "
sex bolts (SNB)	(57mm) thick metal or wood doors
	(Optional 425 SNB available, see page 64 for quantities)

Accessories



299 Strike Ships standard, optional strikes available.



Hex key dogging Comes standard on 98/99 rim exit devices.

Features and options

Electrified options

	•
LX	Latch bolt monitor switch
RX	Request to exit
RX2	Double request to exit
E	Electric locking and unlocking trim
EL	Electric latch retraction
QEL	Quiet electric latch retraction
SS	Signal switch
СХ	Chexit delayed exit
ALK	Alarm exit kit
WP-RX	Waterproof request to exit
CON	Allegion Connect

Mechanical options

-2	Double cylinder
-2SI	Double cylinder with security indicator
AX	Accessible device
GBK	Glass bead kit
PN	Pneumatic latch retraction
QМ	Quiet mechanical
SNB	Sex bolts
SEC	Security screws
WH	Weep holes
XP	Extra protection

Dogging feature

Hex key dogging standard

Dogging options

CD Cylinder dogging	
---------------------	--

- **CD-CX** Chexit cylinder dogging
- **CDSI** Cylinder dogging with security indicator
- HDSI Hex dogging with security indicator
- **SD** Special center case dogging
- LD Less dogging
- DI Dogging indicator
- CI Cylinder dogging indicator

Strikes

299 – Dull black

Electrified options

Accessories

98-F/99-F Rim exit device 👋



98-F and 99-F Rim fire exit devices are certified to ANSI/BHMA A156.3 2014, Grade 1 and UL listed for fire exit hardware. See page 67 for detailed information on UL fire exit hardware label and door opening size information. The 98-F device has a smooth mechanism case and the 99-F device has a grooved case. The rim device is non-handed except when the following device options are used: -2 (double cylinder) or SS (signal switch).

Specifications

Device functions	Device ships EO/DT/N; Field selectable;				
	For TP, K or L remove NL drive screw from device				
Device lengths	3' 2'4' to 3' (711mm to 914mm) Door size				
	4' 2'10" to 4' (864mm to 1219mm) Door size				
Device centerline	39 ¹³ / ₁₆ " (1011mm)				
from finished floor	39 "/16" (1008mm) with mullion				
Center case	8" x 2 ³ / ₄ " x2 ³ / ₈ " (203mm x 70mm x 60mm)				
Mechanism case	2 ¹ /4" x 2 ¹ /4" (57mm x 57mm)				
Projection	Pushbar neutral – 3 ¹³ /16" (97mm)				
	Pushbar depressed – 3 1/16" (78mm)				
Latch bolt	Deadlocking, ³ /4" (19mm) throw				
Finishes	605, 606, 612, 626/626AM, 628, 710, 711 and 643e (619 and 630 available with 98 Series only)				
Fasteners and	Includes screw pack for 1 3/4" (44mm) and 2 1/4"				
sex bolts (SNB)	(57mm) thick metal or wood doors; Optional 425				
	SNB available for metal doors; 425 and 825 SNB				
	required on wood doors without SLM blocking				
	(See page 64 for quantities)				

Accessories



299F Strike Ships standard, optional strikes available



499F Strike With 9854/9954 mullion

Features and options

Electrified options

	•
LX	Latch bolt monitor switch
RX	Request to exit
RX2	Double request to exit
E	Electric locking and unlocking trim
EL	Electric latch retraction
QEL	Quiet electric latch retraction
SS	Signal switch
СХ	Chexit delayed exit
ALK	Alarm exit kit
WP-RX	Waterproof request to exit
CON	Allegion Connect

Mechanical options

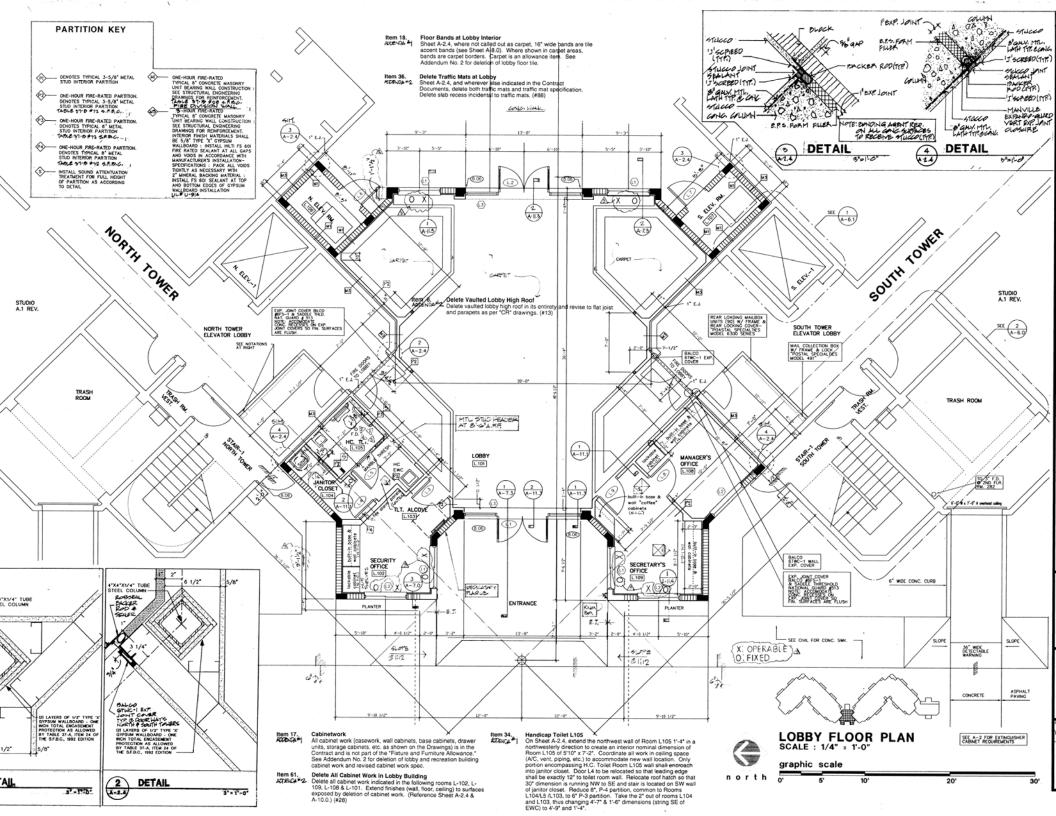
-2	Double cylinder
-2SI	Double cylinder with security indicator
AX	Accessible device
GBK	Glass bead kit
PN	Pneumatic latch retraction
QM	Quiet mechanical
SNB	Sex bolts
SEC	Security screws
SLM	Special laminate material blocking
WH	Weep holes
XP	Extra protection

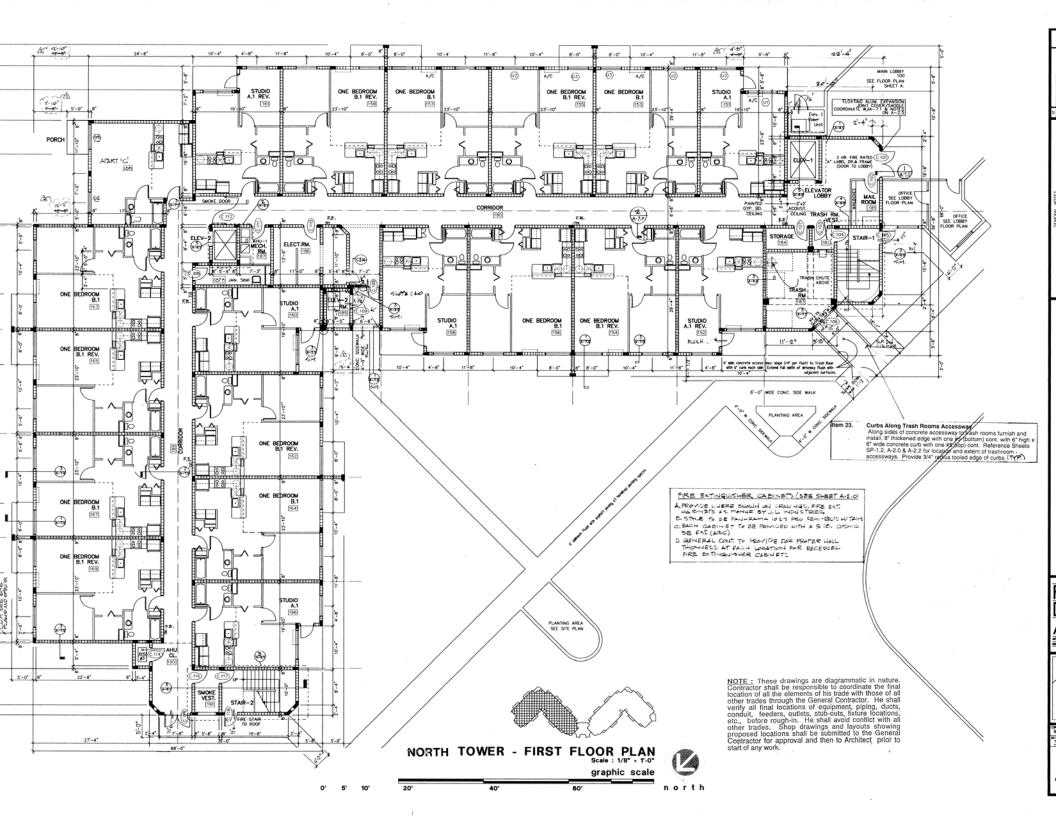
Dogging option

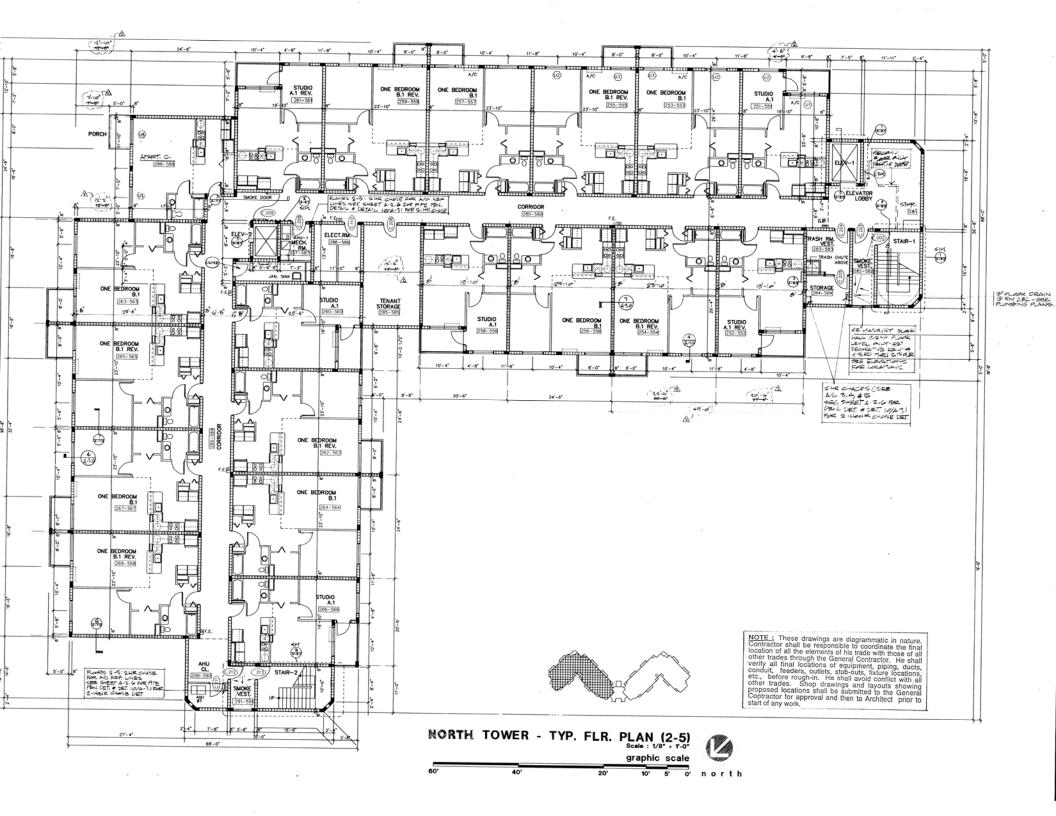
No mechanical dogging; EL and QEL options available

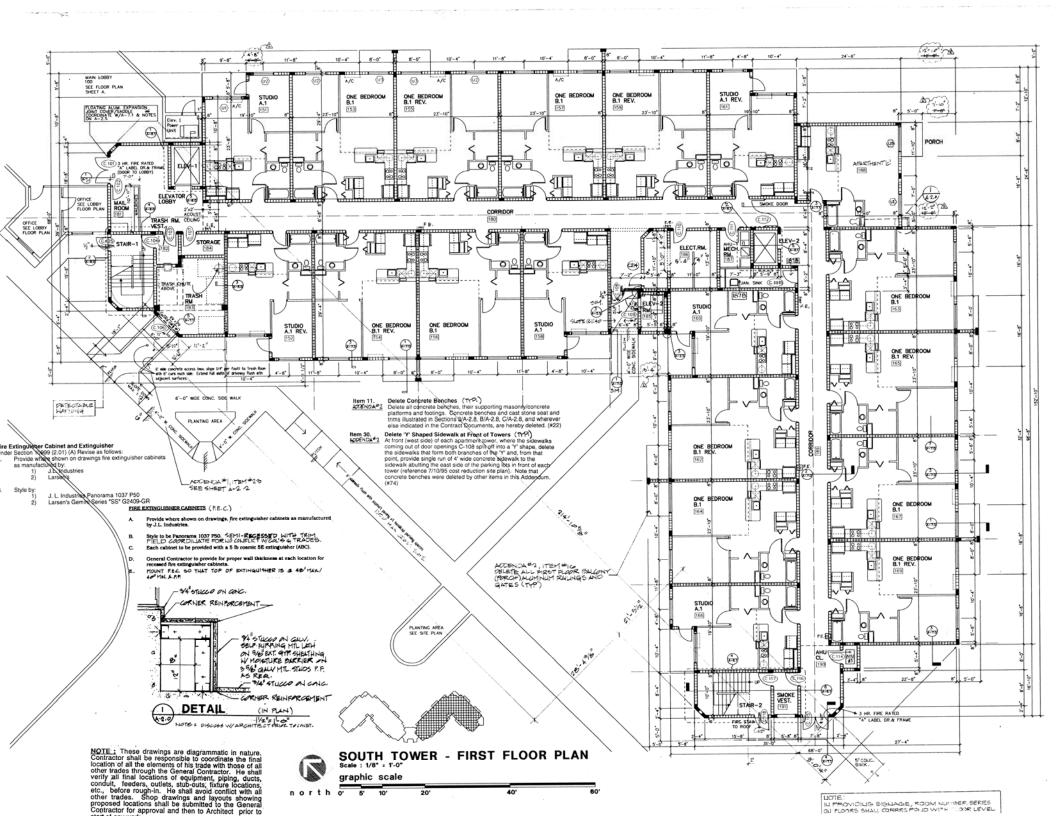
Strikes

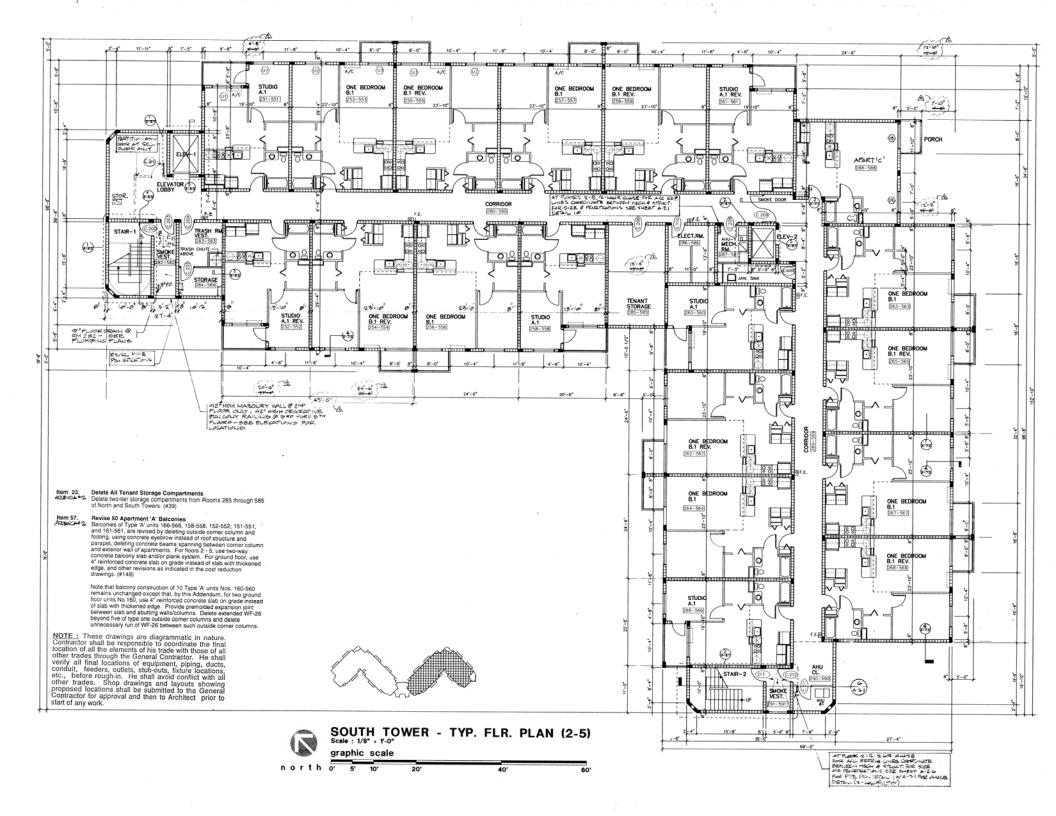
299F - Dull black, 499F with mullions











PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Date: February 22, 2022 at 10 a.m.

Meeting Location: Pines Point Senior Residence 501 NW 103rd Ave, Pembroke Pines FL, 33026

PRE-BID ATTENDANCE SHEET Representative Printed Name E-mail: Company Name: an GUODI ac outrac rouro. Q.Can 1) Address: Signature Phone Number: 3041 Representative Printed Name: E-mail: Compa Garmon Dongld Ogarmonewing COM 2) Phone Numbe Address Signature 332-301-1798 FL 32708 JORINGE 102 1ntzs E-mail: Compan Representati assuredge.com 3) Address 646 302-1343 Callandt MID Company N Representative Printed Nar E-mail COP. COM aule 661 4) Signature Phone Number Address Representative Printed Name E-mail: Company Name ANDE GEO A 5) Phone Number: 561 - 239 - 9923 Signature Addres Rolaka 1519 Representative Printed Name E-mail: Company Name @ JIN CONSTRUCTION COM Kati Casiani 6) Address: Signature Phone Numbe lake 561. 574. 5995 E-mail: **Representative Printed Name** Company Name: F.COW 1MEON R Rem 7) Address: Signature ID Representative Printed Name: -mail Company Com eon 8) Phone Numbe Signature Address: 78 3346

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT. I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the Current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

April 2022

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PSPW-22-01 - Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

City of Pembroke Pines Back to list

Q Project Details

Project: Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Ref. #: PSPW-22-01

Type: IFB

Status: CLOSED

Open Date: Feb 9th 2022, 8:00 PM EST

Intent to Bid Due Date: Mar 22nd 2022, 2:00 PM EDT

Questions Due Date: Mar 17th 2022, 11:00 AM EDT

Close Date: Mar 22nd 2022, 2:00 PM EDT

Days Left: Submissions are now closed

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for replacement of exterior windows, pedestrian metal doors and storefront systems as necessary at the referenced locations in accordance with the terms, conditions, and specifications contained in this solicitation.

This project is a part of the Community Development Block Grant (CDBG) Program, funded by the U.S. Department of Housing and Urban Development (HUD), thus this project will follow Federal Procurement guidelines.

Navigation

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Search

4/6/22, 8:54 AM

City of Pembroke Pines - Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

The City Of PEMBR(OKE PINES F	Requests Proje	ects Vendors Insights	Portal Maria R. City of Pe	mbroke Pi
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Feb 9th 2022, 8:00 PM EST	N/A
PASSED	Mandatory Pre-Bid Meeting	Pines Point Senior Residence Joint Lobby for buildings 401 & 601 NW 103rd Ave, Pembroke Pines FL, 33026.	sign in at the meeting to show	Feb 22nd 2022, 10:00 AM EST	Yes
PASSED	Anticipated Date of Issuance for the Addenda with Questions and Answers			Mar 7th 2022, 6:00 PM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Mar 17th 2022, 11:00 AM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Mar 22nd 2022, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Mar 22nd 2022, 2:00 PM EDT	Yes

Commodity Codes:

US_NAICS_2017 23 Construction
US_NAICS_2017 2362 Nonresidential Building Construction
US_NAICS_2017 23621 Industrial Building Construction
US_NAICS_2017 23622 Commercial and Institutional Building Construction
US_NAICS_2017 238 Specialty Trade Contractors
US_NAICS_2017 238990 All Other Specialty Trade Contractors

Supporting Documentation:

			Search Date Created Actions		
File	Туре	Description			Actions
2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.pdf	Documentation	Attachment F	Oct 27th EDT	2021, 10:24 AM	Download
Attachment E - Davis-Bacon Act Wage Determinations (2022-01-14).pdf	Documentation	Attachment E	Feb 9th EST	2022, 7:30 PM	Download
Attachment G - Door, Frame, Proverse Schedule and Navigation	Documentation	Attachment G	Feb 9th EST	2022, 8:40 AM	Download

Attachment H - Window Storefront Elevations.pdf	Documentation	Attachment H	Feb 9th 2022, 8:47 AM EST	Download
Attachment I - Notices of Acceptance for Approved Products.pdf	Documentation	Attachment I	Feb 9th 2022, 9:27 AM EST	Download
Attachment J - Key Cylinder Specs.pdf	Documentation	Attachment J	Feb 9th 2022, 9:32 AM EST	Download
Attachment K - Von Duprin Closer Model.pdf	Documentation	Attachment K	Feb 9th 2022, 9:47 AM EST	Download
Attachment L - Von Duprin Concealed Vertical Exit Device Model.pdf	Documentation	Attachment L	Feb 9th 2022, 9:49 AM EST	Download
Attachment M - Drawings - Floor Plans.pdf	Documentation	Attachment M	Feb 9th 2022, 7:51 PM EST	Download
Attachment N1 - Windows, Door Panels, Storefront Systems Counts (Rev 03- 21).xlsx	Other	Document - Addendum # 2 - Additional Clarification	Mar 21st 2022, 5:22 PM EDT	Download
Attachment N1 - Windows, Door Panels, Storefront Systems Counts.xIsx	Other	Document - Addendum # 1 - <u>Read more</u>	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N2 - A-2.0 - South Tower - First Floor Plan.pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N3 - A-2.1 - South Tower - Typ. Flr. Plan (2-5).pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N4 - A-2.2 - North Tower - First Floor Plan.pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N5 - A-2.3 - North Tower - Typ. FIr. Plan (2-5).pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N6 - A-2.4 - Lobby Floor Plan.pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N7 - A-2.5 - Fire Pump - Emer. Gen. Room - Flr. Plan.pdf	Other	Document - Addendum # 1 - <u>Read more</u>	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N8 - A-5.0 - South Tower Roof Plan.pdf	Other	Document - Addendum # 1 - <u>Read more</u>	Mar 16th 2022, 5:49 PM EDT	Download
Attachment N9 - A-5.1 - North Tower Roof Plan.pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
andatory Pre-Bid Sign In	Documentation	Pre-Bid Sign In Sheet	Feb 23rd 2022, 11:27 AM	Download

PEMBROKE PINES Reque	ests Projects	Vendors Insights Po	rtal City of F	Pembroke Pi.
Tab.pdf	Other	Read more	EST	Download
PSPW-22-01 - Addendum 1.pdf	Other	Document - Addendum # 1 - Read more	Mar 16th 2022, 5:49 PM EDT	Download
PSPW-22-01 - Addendum 2.pdf	Other	Document - Addendum # 2 - Additional Clarification	Mar 21st 2022, 5:22 PM EDT	Download
PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence.pdf	Documentation	1) Bid Package	Feb 9th 2022, 7:23 PM EST	Download
Q A PSPW-22-01 Replacement of Windows and Doors to Impact Rated Material at Pines Point Senior Residence.pdf	Other	Document - Answers to Questions and Answers	Mar 7th 2022, 5:51 PM EST	Download
QA PSPW-22-01 Replacement of Windows and Doors.pdf	Other	Document - Document - Q & A	Mar 3rd 2022, 3:05 PM EST	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Oct 27th 2021, 12:20 PM EDT	Download
Specimen Contract - Construction Agreement (Federal) Rev. 2020-04-16.pdf	Documentation	Attachment C	Oct 28th 2021, 1:51 AM EDT	Download
Standard Release of Lien.pdf	Documentation	Attachment D	Oct 27th 2021, 10:26 AM EDT	Download
Submission Instructions - PSPW-22-01-3.pdf	Other	Submission Instructions - PSPW-22-01	Feb 24th 2022, 5:33 PM EST	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

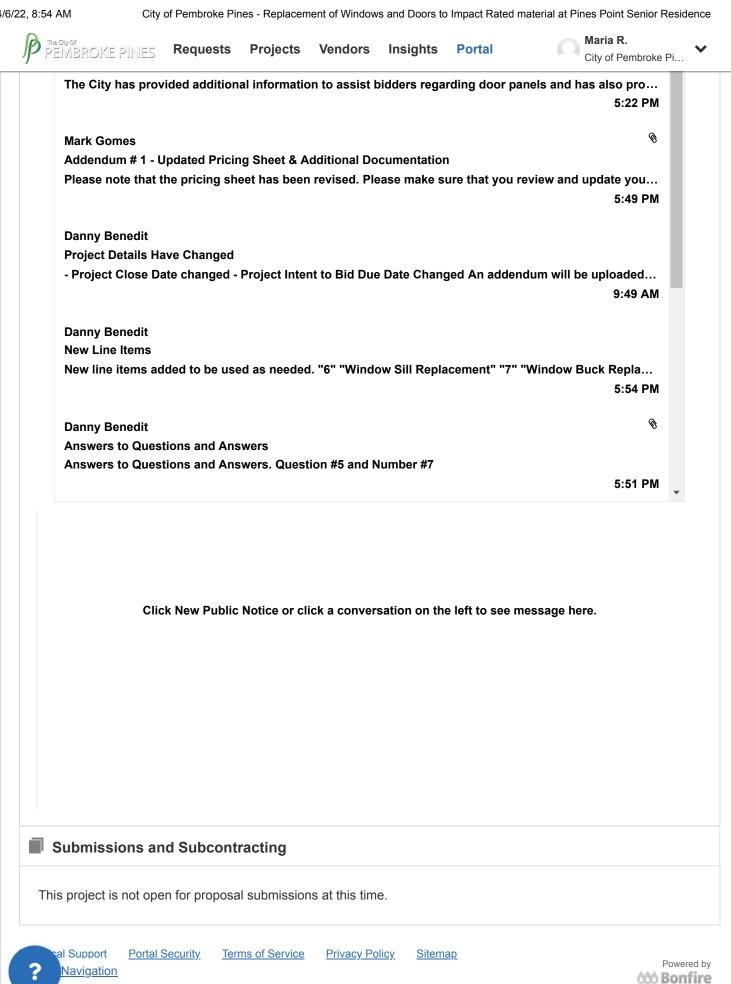
Name	Туре	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-12VY)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		

The City Of PEMBROKE PINES Req	uests Projects	Vendors	Insights	Portal		R. Pembroke Pi…
Pricing Sheet (BT-08QZ)	BidTable: Datatable	N/A	REQUIRED	the BidTab browser. T be filled ar your subm note that E	eed to complete ole online in the The BidTable can ny time during dission. Please BidTables may nificant amount of epare.	
5% Proposal Security (Bid Bo Cashier's Check), if Proposa exceeds \$200,000		Multiple	REQUIRED			
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL			
Document Takers					Search	
Vendors		# Files				Actions
Arz Builders,inc.		14				View
Assured Contracting LLC		11				View
Cambridge LTD		22				View
Constructconnect		32				View
Construction Bid Source		1				View
Construction Bulletin		2				View
Construction Journal		4				View
Dodge Data & Analytics		9				View
Dodge Data & Analytics		31				View
Dodge Data Analytics		1				View
Dodge Data and Analytics		2				View
Dodge Data and Analytics		15				View
Dodge Data and Analytics		1				View
FAR Government		6				View
Navigation prises, LLC		2				View

The City Of PEMBROKE P	INES	Requests	Projects	Vendors	Insights	Portal	City of P	embroke Pi
GARABAR INC				8				View
Garabar Inc				31				View
JIJ Construction	Corp			32				View
Khan Builders, I	IC.			1				View
North America Procurement Council Inc., PBC			8				View	
NOW Interactive	s LLC			1				View
Onvia, Inc				15				View
Quality Galore				1				View
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Search

Search... <u>Navigation</u>





Public Notices

Please see attached the mandatory pre-bid meeting sign-in sheet for the meeting that took place on February 22, 2022 at 10:00 a.m.

Feb 23, 2022 11:32 AM EST

Please see attached the mandatory pre-bid meeting sign-in sheet for the meeting that took place on January 6, 2022 at 10:00 a.m.

Project Details Have Changed

Feb 24, 2022 5:34 PM EST

Added Submission Instructions - PSPW-22-01

Document - Q & A

Mar 03, 2022 3:05 PM EST

Q&A for PSPW-22-01 Replacement of Windows and Doors

Previous Bid Tab for PSPW-21-06 - Replacement of Windows and Doors to IRM at Pines Point Senior Residence

Mar 03, 2022 3:46 PM EST

Question asked on Bonfire: Good afternoon, since this project is a rebid. Could you please send the Bid Tab for the before BID? Answer: Please see the attached Bidsync Bid Tab for PSPW-21-06 - Replacement of Windows and Doors to IRM at Pines Point Senior Residence (Previous Rejected Bid)



Answers to Questions and Answers

Mar 07, 2022 5:51 PM EST

Answers to Questions and Answers. Question #5 and Number #7

New Line Items

Mar 07, 2022 5:54 PM EST

New line items added to be used as needed. "6" "Window Sill Replacement" "7" "Window Buck Replacement"

Project Details Have Changed

Mar 15, 2022 9:49 AM EDT

- Project Close Date changed - Project Intent to Bid Due Date Changed An addendum will be uploaded soon.

Addendum #1 - Updated Pricing Sheet & Additional Documentation

Mar 16, 2022 5:49 PM EDT

Please note that the pricing sheet has been revised. Please make sure that you review and update your pricing response, as applicable. In addition, the City has provided the following attachments to provide additional clarification regarding the locations of the windows, door panels, storefront systems that are to be changed.

Addendum # 2 - Additional Clarification

Mar 21, 2022 5:22 PM EDT

The City has provided additional information to assist bidders regarding door panels and has also provided answers to additional questions that were received.



Questions and Answers

Arz Builders, inc.

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Assured Contracting LLC

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Cambridge LTD

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Generated on Apr 06, 2022 8:48 AM EDT - Maria Ramirez



Constructconnect

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Construction Bid Source

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Construction Bulletin

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.



Construction Journal

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Dodge Data & Analytics

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Dodge Data & Analytics

Questions

Mar 14, 2022 3:50 PM EDT



Dodge Data and Analytics

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Dodge Data and Analytics

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Dodge Data and Analytics

Questions

Mar 14, 2022 3:50 PM EDT



FAR Government

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Ferguson Enterprises, LLC

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

GARABAR INC

Questions

Mar 14, 2022 3:50 PM EDT



Garabar Inc

Bonds

Feb 25, 2022 2:59 PM EST

Do you require bid and performance bonds?

Pemit

Feb 25, 2022 2:59 PM EST

Do we need to include city permit fees? If so, will these be reinbursed?

90 days from NTP

Feb 28, 2022 5:28 PM EST

The proposal indicates the job is to be completed by 90 days from NTP. Most of the materials cannot be procured in less than 90 days. What sort of documentation do you need to see that materials have been ordered within 14 days of NTP and what sort of penalties are there if the job is not completed by 90 days due to manufacturing delays?

Staging area/dump truck

Feb 28, 2022 5:30 PM EST

Will you allow for a staging area in your parking lot? Would it be possible to have an on site storage unit we could use for staging in the parking lot? Would we also be able to utilize a dump truck for daily hauling of materials away?



Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

JIJ Construction Corp

Types of windows

Mar 01, 2022 11:47 AM EST

According to the plans provided. there are different types of windows (U1 and U2). on the product list provided we want to know the following: 1) Apartment Style A is it U1 or U2? 2) Apartment Style B is it U1 or U2? 3)Apartment Style C is it U1 or U2? - Mar 01, 2022 11:45:23 AM EST

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Khan Builders, Inc.

Questions

Mar 14, 2022 3:50 PM EDT



NOW Interactives LLC

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

North America Procurement Council Inc., PBC

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Onvia, Inc

Questions

Mar 14, 2022 3:50 PM EDT



Quality Galore

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

RJ Spencer Construction

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Supreme Builders Group LLC

Questions

Mar 14, 2022 3:50 PM EDT



TECHGROUPONE, Inc

PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Feb 10, 2022 4:33 PM EST

Could you please clarify if the lead time for this project (90 days) is after the manufacturing process of the windows and doors? This time takes about 15-20 weeks minimum (some suppliers may take less, but 90 days is very short if you are including the fabrication time in this period). Does the city accept a product similar to NOA No. 18-0627.01 and 12-1005.01?

Danny Benedit, Feb 23, 2022 11:36 AM EST

1 - The NTP and days to complete starts at the time of product delivery to the city. 2 - We will accept alternates as long as items are equal to or above items specified.

TECHGROUPONE, Inc

Feb 15, 2022 1:59 PM EST

Could you please clarify if the lead time for this project (90 days) is after the manufacturing process of the windows and doors? This time takes about 15-20 weeks minimum (some suppliers may take less, but 90 days is very short if you are including the fabrication time in this period). Does the city accept a product similar to NOA No. 18-0627.01 and 12-1005.01?

Danny Benedit, Feb 23, 2022 11:37 AM EST

1 - The NTP and days to complete starts at the time of product delivery to the city.



PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Feb 23, 2022 12:31 PM EST

Good afternoon, since this project is a rebid. Could you please send the Bid Tab for the before BID?

PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Feb 24, 2022 7:56 PM EST

Please specify if the window glass is clear? Please specify the color for window frames in the schedule there's only one fire-rated door, the one in the elevation room on the first floor, please confirm this is the only fire rated door Please confirm which doors have closer? in the schedule only are remark with closer C-614 / C-616, C-118 / C-105, and C-108 Please confirm the doors with panic bar are only C-118 / C-105 Confirm if the trash door is in the scope of work Please confirm if the accessible system is for both storefront doors

PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Mar 01, 2022 4:13 PM EST

Do we have to replace the window sills? If not, will you consider replacing the defective ones at extra costs? Do we have to replace the Windows Bucks? If not, will you consider replacing the defective ones at extra costs?

Questions

Mar 14, 2022 3:50 PM EDT



PSPW-22-01 Replacement of Windows and Doors to Impact Rated material at Pines Point Senior Residence

Mar 17, 2022 9:35 AM EDT

Could you please clarify, the unit price for the windowsills and the unit price for Windows bucks? Are these the price that you are going to pay for each windowsill that we need to change or each window buck that we need to change?

Wind-Tech Products, Inc.

Questions

Mar 14, 2022 3:50 PM EDT

Question: Please confirm if Metal Pedestrian Door Panels for apartment type Studio A1 will all have closers. Answer: According to door schedule, they do not have closers.

Sun Eagle General Contractors, Corp.

Questions

Mar 14, 2022 3:50 PM EDT



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Туре	# Files	Requirement	Instructions
Proposal Submission (Q- 12VY)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Pricing Sheet (BT-08QZ)	BidTable: Datatable	N/A	Required	You will need to complete the BidTable online in the browser. The BidTable can be filled any time during your submission. Please note that BidTables may take a significant



Name	Туре	# Files	Requirement	Instructions
				amount of time to prepare.
5% Proposal Security (Bid Bond or Cashier's Check), if Proposal exceeds \$200,000	File Type: PDF (.pdf)	Multiple	Required	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	23	Construction	
US_NAICS_2017	2362	Nonresidential Building Construction	
US_NAICS_2017	23621	Industrial Building Construction	
US_NAICS_2017	23622	Commercial and Institutional Building Construction	
US_NAICS_2017	238	Specialty Trade Contractors	
US_NAICS_2017	238990	All Other Specialty Trade Contractors	



Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at https://ppines.bonfirehub.com/opportunities/60122.

Please note that Questionnaires may take a significant amount of time to prepare.

Requested BidTables:

You will need to complete the BidTable online in the browser. The BidTable can be filled any time during your submission. Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

https://ppines.bonfirehub.com/opportunities/60122

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by Mar 15, 2022 2:00 PM EDT.

The Q&A period for this opportunity starts Feb 09, 2022 8:00 PM EST. The Q&A period for this opportunity ends Mar 01, 2022 11:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Mar 15**, **2022 2:00 PM EDT.** We strongly recommend that you give yourself sufficient time and **at**



least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc