



# Rebid of Roof Replacements for the Hazard Mitigation Grant

## Invitation for Bids # PSPW-19-14

General Information		
Project Cost Estimate	Varies by location	See Section 1.4
Project Timeline per job	60 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 December 18, 2019 Starting at the Public Services Conference room, 8300 South Palm Drive, Pembroke Pines FL 33025	See Section 1.8
Question Due Date	January 7, 2020	See Section 1.8
Proposals will be accepted until	2:00 p.m. on January 21, 2020	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

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



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Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract: **Construction Agreement**

Attachment F: References Form

Attachment G: Mandatory Pre-Bid/Site Visit Confirmation Form

Attachment H: Standard Release of Lien Form

Attachment I: Certification Regarding Lobbying, Debarment, Suspension, Etc.

Attachment J: Homeland Security's E-Verify System Affirmation Statement

Attachment K: Field Withdrawal Resistance Tests

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Standard Form LLL: Disclosure Form to Report Lobbying

Exhibit A: 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit  
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Exhibit B: FHWA 1273 - Required Contract Provisions Federal-Aid Construction Contracts



## **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-19-14 Rebid of Roof Replacements for the Hazard Mitigation Grant**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://www.BidSync.com) website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Purchasing Office 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 "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync 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, January 21, 2020. Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com).** 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, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

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

This project is a part of the Hazard Mitigation Grant Program (HMGP), which is funded by a grant from the Federal Emergency Management Agency (FEMA) to the Florida Division of Emergency Management (FDEM). The HMGP provides funds to states, Federally-recognized tribes or territories, and local communities after a disaster declaration to protect public or private property through various mitigation measures, which includes implementation of critical upgrades and other measures that reduce the risk of loss of life and property from future disasters.



### **1.3 SCOPE OF WORK**

#### **1.3.1 PROJECT DETAILS (as required per each location)**

- Roof system design shall be based on a 180 mph wind resistance.
- Verification of all dimensions, square footages, and quantities are the responsibility of the Contractor.
- The bid shall include pricing for a built-up roofing system. Vendor shall use CertainTeed roof materials or proven equal and receive approval from the city representative for such.
- All products must be Miami/Dade approved and installed in accordance with the 2017 Florida Building Code.
- Where applicable, roof insulation shall be replaced with equal or greater quality and R-Value.
- At no time shall the contractor uncover work which cannot be protected the same day.
- Contractor shall be responsible for removal and re-installation of all roof top equipment including but not limited to all skylights, satellite dishes, lightning protection, A/C equipment, and electrical/refrigerant penetrations where applicable.
- Remove all existing roof surfaces to supporting deck.
- Contractor responsible for cutting wall to remove old stucco stop at flashing.
- Repair any exposed damaged surfaces to include light weight concrete and stucco surfaces prior to installation of new roofing system. Contractor to provide price per foot on damaged lightweight concrete and stucco.
- For roofs that are not pre-tapered: Install all new insulation board (or lightweight concrete as needed) with a  $\frac{1}{4}$ " per foot required taper and any required crickets to allow proper drainage; there will be zero tolerance for ponding water.
- Include all seals required around existing vents, curbs, drains, scuppers or any other roof penetrations.
- Install 75# base sheet by mechanically fastening as per appropriate code requirements and engineer specifications.
- Install 2 plies of Flintglas ply VI hot mopped with asphalt.
- Install 1 ply of granulated fiberglass cap sheet.
- Install modified bitumen on all walls and flashings.
- Install all required membrane and sheet metal flashings in accordance with the local building code and the manufacturer's standard details.
- Flash all required curbs, parapet walls (up and over), mechanical curbs or other required areas.
- Install cantilever strip around all curbs and parapet walls.
- Install new retrofit drains.
- Secure all base flashings with proper sealant.
- Install termination bar around all curbs and wall flashing.
- Install all new surface mount stainless steel stucco stop where applicable.
- Fabricate and install all new stainless steel pitch pans throughout.
- Install expansion joints as required.



- Install all new 26 gauge stainless steel overflow scupper flashing.
- Install all new 26 gauge stainless steel eave drip edge where applicable.
- Install all new 26 gauge stainless steel coping caps with proper PT wood nailers.
- Contractor shall replace all fascia and drip edge nailer with PT Wood and add a line item with a cost per sheet to be used for plywood re sheeting replacement.
- Install walk pads from roof hatch to all A/C units.
- Where applicable, coping cap may not have exposed mechanical fasteners.
- Install all new goose necks to house refrigerant lines for A/C units where applicable.
- Install all new roofing equipment curbs where applicable.
- Install all new skylights where applicable.
- All equipment must be installed as per all governing code requirements.
- All work must be complete and have passed all inspections within sixty (60) days of issuance of the Notice to Proceed.
- Contractor to provide a price per square foot to repair light weight concrete deck and hidden stucco surfaces as needed.
- Contractor shall remove and reinstall gutters & downspouts as needed.

### **1.3.2 GENERAL INFORMATION**

- The City reserves the right to split awards. The intent is to complete the roof projects during the winter season to prevent rain delays.
- The minimum experience required as a licensed Roofing Contractor and/or General Contractor is five (5) years for these projects.
- Contractor shall provide all materials, labor, equipment, and any other necessary items required for complete installation.
- All documents, plans, submittals, and NOA's required to obtain a permit are to be provided by the contractor.
- Contractor shall provide all testing, manufacturer warranties, and certifications.
- The successful Bidder shall employ a competent English speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Bidder and all communications given to and all decisions made by the superintendent shall be binding to the Bidder.
- Contractor will be required to schedule all work with the City's Project Manager.
- Contractor shall be responsible for all debris removal and restoration to any existing areas damaged by the contractor once the project is completed. Site shall be made safe, and clean of debris at the end of each work day.
- All precautions need to be taken for life safety and protection of people, vehicles, and all other structures on the site.
- The work must be performed Monday through Friday or as approved by the Project Manager.
- Damaged stucco surfaces that are visible prior to the roof tear off shall be included in the bid price. Hidden stucco and light weight concrete surfaces shall be repaired using



the price per square foot provided by the contractor as part of the bid and as approved by the project manager prior to the execution of the repair.

### **1.3.3 USE OF PREMISES**

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

### **1.4 LOCATIONS, PROJECT COST ESTIMATE, & TIMELINE**

The estimated total cost for this group of projects is \$728,520.

Please note the City will include a Permit Allowance for this project, **therefore proposers should not include permit costs in their total proposal price.**

<b>Location and Address</b>	<b>Approximate Square Footage</b>	<b>Calendar Days From NTP to Completion</b>
<b>Fire Station 101</b> 6057 S.W. 198 <sup>TH</sup> Terr. Pembroke Pines FL 33332	<b>16,860 sq. ft.</b>	<b>60</b>
<b>Fire Station 99</b> 16999 Pines Blvd. Pembroke Pines FL 33027	<b>10,200 sq. ft.</b>	<b>60</b>
<b>Fire Station 79</b> 19900 Pines Blvd. Pembroke Pines FL 33029	<b>11,200 sq. ft.</b>	<b>60</b>
<b>Fire Station 33</b> 600 S.W. 72 <sup>nd</sup> Ave. Pembroke Pines FL 33023	<b>11,150 sq. ft.</b>	<b>60</b>
<b>West Police Sub Station</b> 18400 Johnson St. Pembroke Pines FL 33029	<b>11,300 sq. ft.</b>	<b>60</b>

#### **1.4.1 PERMITS**

The City anticipates this project to require the following permits:

<b>Permit</b>	<b>Agency</b>	<b>Cost (or related method of calculation)</b>
Building	City of Pembroke Pines Building Department (Calvin, Giordano & Associates, Inc.)	Construction costs greater than \$2,500 up to \$1,000,000 = 2.96%



### **1.4.2 PERMIT ALLOWANCE**

The City shall include a “Permit Allowance” for this project. The Contractor shall obtain all required permits to complete the work, however the City shall utilize the Permit Allowance to reimburse the contractor for the related permit, license, impact or inspection fees. Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The City shall determine the amount of the allowance at time of award. The allowance may be based on a specified percent of the proposed project amount and shall be 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. Any Permit Allowance funds that have not been utilized at the end of the project will remain with the City, if the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

## **1.5 PROPOSAL REQUIREMENTS**

**The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder’s submittal.** The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

### **1.5.1 Attachment A: Contact Information Form**

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder’s submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync 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.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.



- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

**1.5.2 Attachment B: Non-Collusive Affidavit**

**1.5.3 Attachment C: Proposer's Qualifications Statement**

**1.5.4 Attachment F: References Form**

- a. Complete **Attachment F: References Form**, 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.

**1.5.5 Attachment G: Mandatory Pre-Bid Meeting Form**

**1.5.6 Attachment I - Certification Regarding Lobbying, Debarment, Suspension, Etc.**

**1.5.7 Attachment J - Homeland Security's E-Verify System Affirmation Statement**

**1.5.8 Attachment M – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**1.5.9 Standard Form LLL: Disclosure Form to Report Lobbying**

**1.5.10 Proposal Security (Bid Bond Form or Cashier's Check)**

- a. Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, 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 BidSync.
- d. 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.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-19-14 Rebid of Roof Replacements for the Hazard Mitigation Grant**" 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.

## **1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS**

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require 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.

**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.**

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

### **1.6.1 Vendor Information Form**

### **1.6.2 Form W-9 (Rev. October 2018)**





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

**1.6.3 Sworn Statement on Public Entity Crimes Form**

**1.6.4 Equal Benefits Certification Form**

**1.6.5 Vendor Drug-Free Workplace Certification Form**

**1.6.6 Scrutinized Company Certification**

**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.

**1.8 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>December 10, 2019</b>
Mandatory Pre-Bid Meeting	<b>10:00 a.m. on December 18, 2019</b>
Question Due Date	<b>January 7, 2020</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>January 13, 2020</b>
Proposals will be accepted until	<b>2:00 p.m. on January 21, 2020</b>
Proposals will be opened at	<b>2:30 p.m. on January 21, 2020</b>
Evaluation of Proposals by Staff	<b>TBD</b>
Recommendation of Contractor to City Commission award	<b>TBD</b>
Issuance of Notice to Proceed	<b>TBD</b>
Project Commencement	<b>Not later than 10 days after NTP</b>
Project Completion	<b>60 days after NTP</b>

**1.8.1 MANDATORY PRE-BID MEETING / SITE VISIT**

There will be a mandatory scheduled pre-bid meeting on **December 18, 2019 at 10:00 a.m.** The meeting will start in the Public Services Conference room located at 8300 South Palm Drive, Pembroke Pines FL 33025, and vendors will proceed to the remaining locations at the direction of the Public Services staff in attendance.



All vendors will be required to complete **Attachment G, "Mandatory Pre-Bid Meeting Form"** at the meeting and submit it as part of their proposal to show proof of attendance to the mandatory meeting.

## **1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before **2:00 p.m. on January 21, 2020.**

Please note vendors should be registered on BidSync 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 BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync 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 their support line at 1-800-990-9339 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-19-14 Rebid of Roof Replacements for the Hazard Mitigation Grant**" 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**

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

**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.

Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 not 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.

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.



## 2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

- B. 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 his 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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, 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. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project 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.

- I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

## 2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTOR's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.





## **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 BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync 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 that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.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 BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync 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 the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **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.



Bidder 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 bidders 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, Bidders 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 bidders expense.

### **3.10 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.

### **3.11 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.

Bidder 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 bidder.

### **3.12 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.

### **3.13 TAX EXEMPT STATUS**

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

### **3.14 CONTRACT TIME**

By virtue of the submission of the Proposal, Proposer agrees and fully understands that





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

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

### **3.15 COPYRIGHT OR PATENT RIGHTS**

Bidder 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.

### **3.16 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

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

### **3.17 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.

### **3.18 FACILITIES**

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

### **3.19 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.20 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 bidder 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 bidder 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.

### **3.21 MANUFACTURER'S CERTIFICATION**

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

### **3.22 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 BidSync

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

### **3.23 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, bidders 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.

### **3.24 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 bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

### **3.25 BID PROTEST**

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

### **3.26 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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

**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.

### **3.27 DEFAULT PROVISION**



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder 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 Bidder 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 Bidder to meet any terms of this agreement, the City will notify the Bidder 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 Bidder 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 Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder 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.

### **3.28 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.

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

### **3.30 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 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 if:

(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.

### **3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer

claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

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

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC 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.



## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 PROPOSAL SECURITY**

**Proposal Security Requirements:** Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, 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 BidSync. 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-19-14, Rebid of Roof Replacements for the Hazard Mitigation Grant**" 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**

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) 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+

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 City

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

#### 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 DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, 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.

#### **4.6 RELEASE OF LIEN**

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

#### **4.7 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS**

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

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

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

#### **4.8 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. STATE OF FLORIDA E-VERIFY**

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract, during the Agreement term. The Contractor





is also responsible reporting to the City any required information to the City. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

**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. 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).

**D. 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).

**E. COMPLIANCE WITH THE 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 any subcontracts the clause above and such other clauses as the FEMA 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. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - ex-tended until 2023).

**G. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement 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.

## H. 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 obtaining any Federal 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 sub-contracts 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 is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission 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.

#### **I. 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.

#### **J. 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.

(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.

## **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “PSPW-19-14” titled “Rebid of Roof Replacements for Hazard Mitigation Grant” attached hereto as a part hereof, the undersigned submits the following:

### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### **COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

#### **AUTHORIZED APPROVER:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

SIGNATURE:

### **B) Proposal Checklist**

Are all materials, freight, labor and warranties included?	Yes <input type="checkbox"/>
--	------------------------------

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>

Attachment C - Proposer's Completed Qualification Statement	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>
Attachment G - Mandatory Pre-Bid Meeting Form	Yes <input type="checkbox"/>
Attachment I - Certification Regarding Lobbying, Debarment, Suspension, Etc.	Yes <input type="checkbox"/>
Attachment J - Homeland Security's E-Verify System Affirmation Statement	Yes <input type="checkbox"/>
Attachment M – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Yes <input type="checkbox"/>
Standard Form <input type="text"/> : Disclosure Form to Report Lobbying	Yes <input type="checkbox"/>
Does your proposal exceed \$200,000 for this construction project? If so, please include a Proposal Security (Bid Bond or Cashier's Check) along with a separate line item to provide a Payment and Performance Bond. (See Bid Package for details)	Yes <input type="checkbox"/>

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

### **C) Sample Proposal Form**

*The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.*

Address	Project Cost
<b>Fire Station 101</b> 6057 S.W. 198 <sup>TH</sup> Terr. Pembroke Pines FL 33332	<b>Price to be Submitted Via BidSync</b>
Additional Work	Cost per SQ. FT.
<b>Stucco Repair</b>	<b>Price to be Submitted Via BidSync</b>
<b>Lightweight Concrete Decking</b>	<b>Price to be Submitted Via BidSync</b>
<b>Cost to Provide Payment and Performance Bond</b>	<b>Price to be Submitted Via BidSync</b>

<b>Address</b>	<b>Project Cost</b>
<b>Fire Station 99</b> 16999 Pines Blvd. Pembroke Pines FL 33027	<b>Price to be Submitted Via BidSync</b>
<b>Additional Work</b>	<b>Cost per SQ. FT.</b>
<b>Stucco Repair</b>	<b>Price to be Submitted Via BidSync</b>
<b>Cost to Provide Payment and Performance Bond</b>	<b>Price to be Submitted Via BidSync</b>

<b>Address</b>	<b>Project Cost</b>
<b>Fire Station 79</b> 19900 Pines Blvd. Pembroke Pines FL 33029	<b>Price to be Submitted Via BidSync</b>
<b>Additional Work</b>	<b>Cost per SQ. FT.</b>
<b>Stucco Repair</b>	<b>Price to be Submitted Via BidSync</b>
<b>Cost to Provide Payment and Performance Bond</b>	<b>Price to be Submitted Via BidSync</b>

<b>Address</b>	<b>Project Cost</b>
<b>Fire Station 33</b> 600 S.W. 72 <sup>nd</sup> Ave. Pembroke Pines FL 33023	<b>Price to be Submitted Via BidSync</b>
<b>Additional Work</b>	<b>Cost per SQ. FT.</b>
<b>Stucco Repair</b>	<b>Price to be Submitted Via BidSync</b>
<b>Cost to Provide Payment and Performance Bond</b>	<b>Price to be Submitted Via BidSync</b>

<b>Address</b>	<b>Project Cost</b>
<b>West Police Sub Station</b> 18400 Johnson St. Pembroke Pines FL 33029	<b>Price to be Submitted Via BidSync</b>
<b>Additional Work</b>	<b>Cost per SQ. FT.</b>
<b>Stucco Repair</b>	<b>Price to be Submitted Via BidSync</b>
<b>Steel Deck Repair</b>	<b>Price to be Submitted Via BidSync</b>
<b>Cost to Provide Payment and Performance Bond</b>	<b>Price to be Submitted Via BidSync</b>

*City of Pembroke Pines*

Attachment B

**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





City of Pembroke Pines

## Attachment C

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

**(Please attach certificate of status, competency, and/or state registration.)**

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?



Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

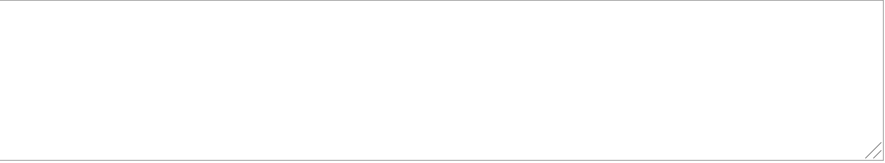
List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



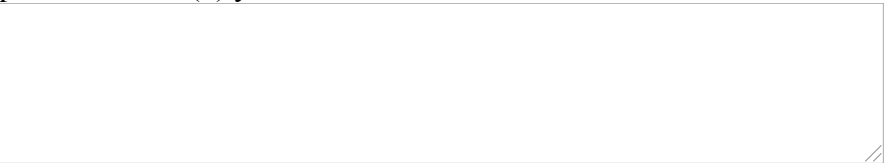
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:



The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD[YY])

PRODUCER

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

**INSURERS AFFORDING COVERAGE**

INSURED

**YOUR COMPANY NAME HERE**

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**Companies providing coverage****COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>Must Include General Liability</b> </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>SAMPLE CERTIFICATE</b> </div>								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATU- TORY LIMITS	OTH- ER												
E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
	OTHER												

**Certificate must contain wording similar to what appears below**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

**"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"**

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

**City of Pembroke Pines**  
**601 City Center Way**  
**Pembroke Pines FL 33025**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
 MAIL 30 DAYS WRITTEN  
 LEFT.

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE



## **CONSTRUCTION AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
«Contract\_Signature\_Year», 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», authorized to do  
business in the State of Florida, 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:

«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»  
“«Solicitation\_Title»”

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

1.3 On «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**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") 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 **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by 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 on the job site 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.





### ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within «**Number of Calendar Days from NTP to Comm**» from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final permit.

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, he 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 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. **It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior approval of the City's authorized representative.** Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the Owner, 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. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.2 **Method of Billing and Payment.**

4.2.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.2.2 Payment will be made to CONTRACTOR at:

«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

**ARTICLE 5**  
**WAIVER OF LIENS**

5.1 Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or contractors 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**

6.1 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 will 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 in a separate written agreement executed by the parties hereto.

## **ARTICLE 8**

### **INDEMNIFICATION**

8.1 Pursuant to 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 subcontractors, 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.

8.2 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.

8.3 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.

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

## **ARTICLE 9**

### **INSURANCE**

9.1 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 attorney's 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.

9.2 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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

9.3 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.

9.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

9.5 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, then in that event, 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 not 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.

#### 9.6 REQUIRED INSURANCE

9.6.1 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 two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

9.6.2 Worker's 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 his 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.

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

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

9.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

9.6.5 Sexual Abuse may not be excluded from any policy.

## 9.7 REQUIRED ENDORSEMENTS



- 9.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
  - 9.7.2 Waiver of all Rights of Subrogation against the CITY
  - 9.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
  - 9.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
  - 9.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
  - 9.7.6 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.
- 9.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 9.9 Any 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.
- 9.10 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 Contract.

## ARTICLE 10

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

## ARTICLE 11





## **INDEPENDENT CONTRACTOR**

11.1 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 12** **TERMINATION**

12.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon «**Termination\_for\_Convenience**» of written notice by the terminating party to the other party 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.

12.2 *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 13** **UNCONTROLLABLE FORCES**

13.1 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.



13.2 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 14**  
**AGREEMENT SUBJECT TO FUNDING**

14.1 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**  
**VENUE**

15.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 16**  
**SIGNATORY AUTHORITY**

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

**ARTICLE 17**  
**MERGER; AMENDMENT**

17.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and 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 18**  
**DEFAULT OF CONTRACT & REMEDIES**

18.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such



breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «Liquidated Damages Per Day Written» («Liquidated Damages Per Day Numerical») 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.

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

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

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

18.2.2 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 Public Services Director relative thereto.

18.2.3. 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.

18.2.4. 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.

18.2.5. 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 assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.



18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. 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.

18.3.1. 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 CITY.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3. 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.

18.3.4 Notwithstanding the other provisions in this Section, 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**

19.1 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** **DISPUTE RESOLUTION**

20.1 **Arbitration.** 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.

**20.2 Operations During Dispute.**

20.2.1 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.

20.2.2 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 21**  
**PUBLIC RECORDS**

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

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

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

21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, 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

21.1.4 Upon completion of the contract, 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.



21.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18**.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 22  
MISCELLANEOUS**

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

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

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

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.





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

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                      Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No.                      (954) 450-1040

Copy To:                Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No.                      (954) 771-4500  
Facsimile No.                      (954) 771-4923

Contractor              «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail:                      «Vendor\_Email»  
Telephone No:                «Vendor\_Phone\_Number»  
Cell phone No:                «Vendor\_Cell\_Number»  
Facsimile No:                «Vendor\_Fax\_Number»

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

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



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

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

22.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

22.12 **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 constructed 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.

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

22.14 **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.

22.15 **Counterparts and Execution.** 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.

22.16 **Scrutinized Companies.** 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 Florida Statute 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 any agency or local governmental entity for goods or services if:

22.16.1 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 s. 215.4725 or is engaged in a boycott of Israel; or



22.16.2 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:

22.16.2.1 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 s. 215.473; or

22.16.2.2 Is engaged in business operations in Syria.

**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:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

«Vendor\_Name\_Upper\_Case»

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of «Vendor\_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor\_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year».

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name:  Title: E-Mail Address: Telephone:  Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project: 

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name:  Title: E-Mail Address: Telephone:  Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project: 

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**



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Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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**Reference Contact Information:**Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name:  Title: E-Mail Address: Telephone:  Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project: 

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:



### **Mandatory Pre-Bid/Site Visit Confirmation Form**

**The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.**

\_\_\_\_\_, who is a representative of  
(Printed name of Contractor's representative)

\_\_\_\_\_ PERSONALLY came and appeared  
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ as required by:

**Solicitation #:** \_\_\_\_\_

**Solicitation Title:** \_\_\_\_\_

\_\_\_\_\_  
(Contractor Representative's Printed Name)

\_\_\_\_\_  
(City Representative's Printed Name)

\_\_\_\_\_  
(Contractor Representative's Signature)

\_\_\_\_\_  
(City Representative's Signature)

\_\_\_\_\_  
(Contractor's Company)

\_\_\_\_\_  
(City Representative's Department)

\_\_\_\_\_  
(Contractor's Phone Number)

\_\_\_\_\_  
(City Representative's Phone Number)

\_\_\_\_\_  
(Date)






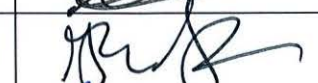
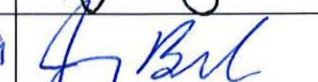
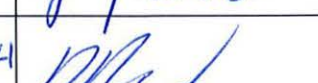

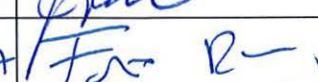

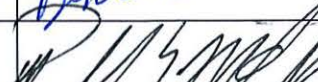
\_\_\_\_\_  
(Date)

The City requires all questions to be submitted via the BidSync website. Such request must be received by the "Question Due Date," questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

# PRE-BID ATTENDANCE SHEET

Date: Wednesday December 18, 2019 at 10:00 a.m

Proposal/Bid #: PSPW-19-14 and PSPW-19-15, Rebid of Roof Replacements for the Hazard Mitigation Grant and Various City Buildings

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
DAVID BANGE ROOFING	6900 SW 21ST CT STE. 13 DAVIE	Alex CHRISTODOULOU DAVID BANGE	alex@davidbange roofing.com	954-901-1122	
Roofing Concepts Unlimited	11820 NW 41st Street Coral Springs FL 33065	Mike Jacobazzi	mjkobazzi@rcu-inc.com	954-786-9350	MJui
Therma Seal Roof Systems	1421 891CT Horpe RD WPICH FL 33405	Mickey HUFFMAN	MHUFFMAN@ ThermaSealRoofs.com	561-223-2096 561-313-8707	
JE CONSTRUCTION	4200 NE 2A	Jorge Guinart	JorgeJ@JECONSTRUCT.com	786-541-4377	JGE
ICE Roofing	11406 Terminal C Service RD. Orlando, FL	JOVANNI BRACERO	JOVANNI@icecontractor.com	407-994-6003	L22
Full Cover Roofing Systems	10050 SW 132 Ave Miami FL 33180	Samy E. Kija	Samy@Fullcover-roofing .com	305-386 5800	
Cunano Builders Corp.	16254 SW 81ST	Carlos Fernandez	C.Fernandez@Cunano .com	786-308 1562	
CUNANO BUILDERS CORP.	15420 SW 136 ST. SUITE #32, MIAMI, FL 33196	JOSE VELASCO	BIDSE@CUNANOBC.com	786-2583-119	
DSB Construction Contractors Corp	8231 NW 13 ST P. Pines FL 33024	Lissette Padilla	lissette@dsbco.com	954-520-7663	
BOWHEAD ROOFING	8348 NW 56TH ST DORAL, FL 33161	FABY SANCHEZ	F.SANCHEZ@ BOWHEADROOFING.COM	786 877-9332	
CROWN ROOFING	1621 BLOUNT RD POMPANO BEACH FL	GAVIN STRUBBER	gavin@crownrfg.com	410-207-2614	
Paul Bange Roofing	7000 SW 21ST PL DAVIE FL	Joey Belviso	Joey@paulBangeRoofing .com	954-214-0149	
David Bange Roofing	6900 SW 21ST CT SUITE 13 DAVIE FL	David Bange	DavidBange@gmail.com	954-850-8754	
ASSURED CONTRACTORS	3553 NW 16TH AVE OAKLAND PARK FL	JOE ALBERATO	OPERATIONS @ ASSURED LLC .com	954 - 652-1098	
RAFLO CONSTRUCTION GROUP	34 NW 166 ST, SUITE 5 MIAMI, FL 33169	FABIO RAMIREZ	Fabio@raflogc.com	786-970-5147	
Florida Roofing and Sheet Metals	1721 Denny Rd #4 West Palm Beach	Bradley Dunn	FloridaRoofingSbl@gmail	863-233-7624	
TRUSTED CONSTRUCTION INC	3677 23RD AVE SOUTH LAKE WORTH FL 33461	RICHARD MCCALLA	RICHARD@ TRUSTEDCONSTRUCTION.COM	631 831-2797	



## PRE-BID ATTENDANCE SHEET

**Date: Wednesday December 18, 2019 at 10:00 a.m**

**Proposal/Bid #: PSPW-19-14 and PSPW-19-15, Rebid of Roof Replacements for the Hazard Mitigation Grant and Various City Buildings**

[illegible]



## FINAL/PARTIAL RELEASE OF LIEN

### KNOW ALL MEN BY THESE PRESENTS:

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

#### City of Pembroke Pines

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

[Description]  
PO #: [PO #]

Invoice #: [Invoice #]

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

Witnesses:

**CONTRACTOR**  
**[NAME OF CONTRACTOR]**

\_\_\_\_\_

BY: \_\_\_\_\_

Print Name

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

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

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires:



**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS  
FOR EXPENDITURE OF FEDERAL FUNDS**

**LOBBYING**

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 undersigned certifies for itself and its principals 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE



**U.S. Department of Homeland Security's E-Verify System Affirmation Statement**

**PSPW-19-09 "Roof Replacements for Hazard Mitigation Grant"**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

Contractor/Proposer/Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

Dated: August 27, 2019

Job Order # 19R568

**City of Pembroke Pines**  
8300 Palm Avenue  
Pembroke Pines, FL 33029  
Attn: Matt Desharnais

**RE: Field Withdrawal Resistance Test**  
Fire Station 101 Garage - Metal Deck  
6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Dear: Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. (FE&T) has performed a field withdrawal resistance test in compliance with Testing Application Standard TAS-105 and the Florida Building Code High Velocity Hurricane Zone at the above referenced site. The purpose of our test was to determine the uplift capacity of the mechanical fasteners at the above referenced project. FE&T is a Miami Dade Certified Testing Laboratory (Certification #18-1105.02).


On 08/26/2019 our field representative visited the referenced site and conducted ten (10) field withdrawal resistance tests on the Mule-Hide #14 screw fasteners into the metal roof deck. All tests were found in compliance with the Florida Building Code and TAS-105. See attached copies of TAS-105 forms with test results.

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

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

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

Sincerely,

  
Keith LeBlanc, P.E.  
Federal Engineering and Testing, Inc.  
Florida Reg. Number 59394  
Certificate of Authorization # 5471  
Miami-Dade County Certification # 18-1105.02

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

**Florida Building Code Test Protocol TAS-105**  
**Building Code Compliance Office**  
*Testing Application Standard TAS 105-11*

Field Withdrawal Resistance Test Results

**General Information:**

Job Name: Fire Station 101 Garage - Metal Deck

Job Address: 6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Contact Individual  
at jobsite (if any) Matt Desharnais

**Testing Agency / Equipment Information:**

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

Testing Agency Name: Federal Engineering & Testing Inc.

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

Company Telephone: (954) 784-2941

Company Fax: (954) 784-7875

Representative Name: Mr. Keith LeBlanc P.E.

Representative Title: Professional Engineer

Signature:   
6/27/19

Testing Apparatus: Comten Industries Fastener Tester Model DFG2W2000

**Building / Roof System Information:**

Area Number: 1

Roof Area Height 27 ft.

Roof Area Length 108 ft.

Second Largest Dimension 108 ft.

Total Roof Area 7862 ft<sup>2</sup>
79 sq.

Perimeter Area 4224 ft<sup>2</sup>
*(See RAS 117)*
**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>
*(See RAS 117)*
**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>
*(See RAS 117)*

## Field Withdrawal Resistance Recording Sheet

Component to be secured:

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

Area Number 1

(Refer to deck dimensions on Page No. 2)

Fastener Type: #14

Fastener Manufacturer: Mule-Hide

Predrilled: Yes ☐ No ☒

If Yes, Drill Bit Size: N/A "diameter

Hole Depth: N/A

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

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
1	1819	C
2	657	C
3	535	C
4	523	C
5	650	P
6	1013	P
7	756	P
8	641	P
9	623	F
10	2044	F
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

### Fastener Installation Information:

Is the fastener a self driller? ☒ Yes ☐ No

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

Speed of tool: Variable rpm's

Number of tests conducted: n= 10

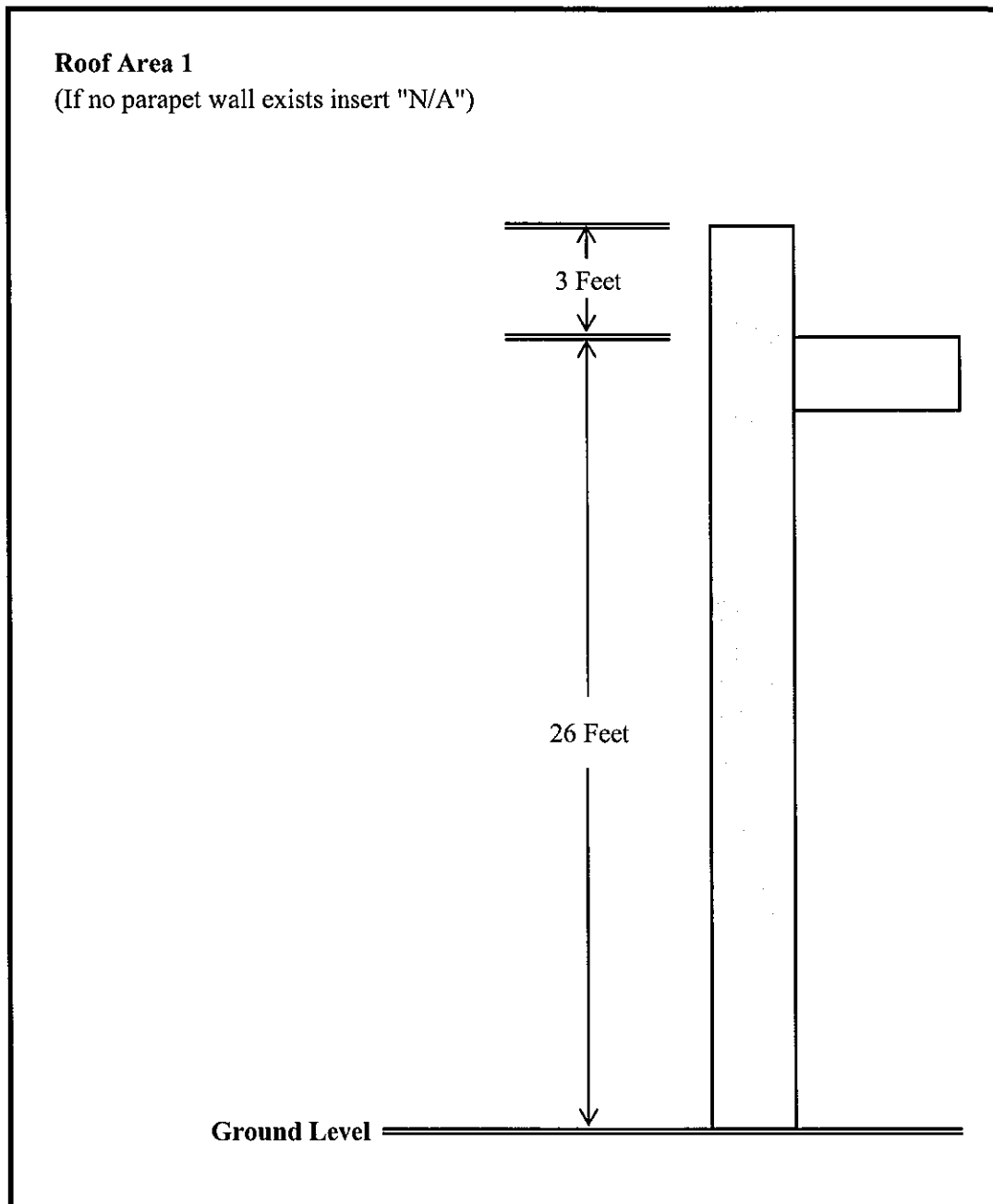
\* See Section 8 of Test Protocol TAS 105

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

Mean Failure Load	F=	926.10	lbf
Sample Standard Deviation	Sf=	549.82	lbf
Minimum Characteristic Resistance Force	F'=	873.11	lbf

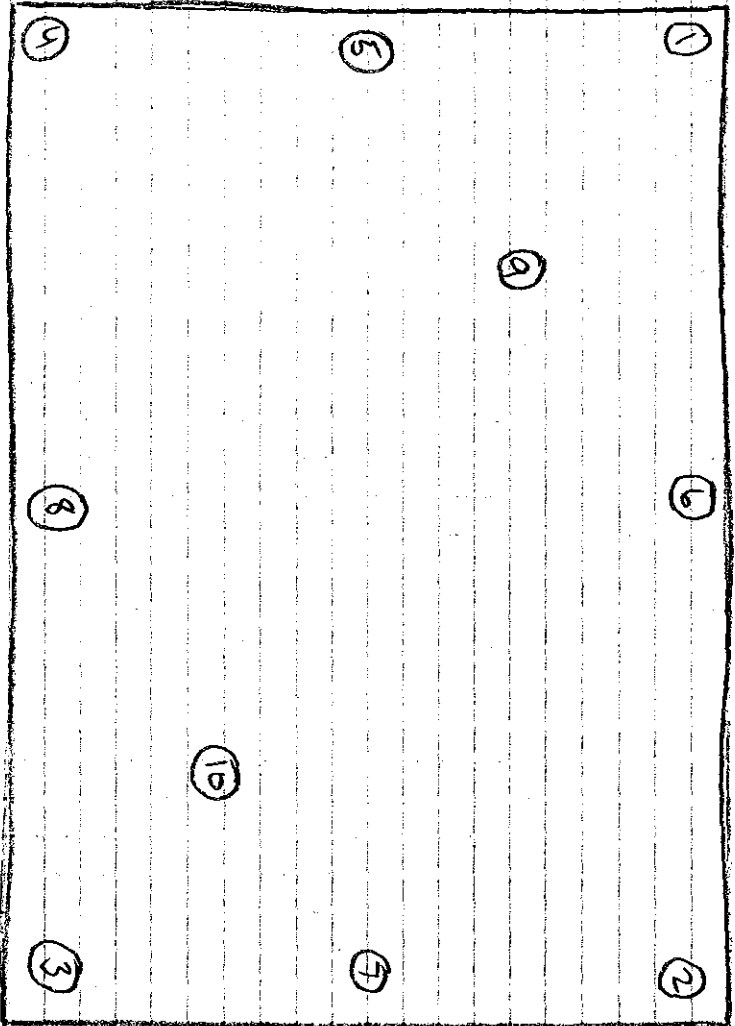
**Notes:**

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



**Building Information - Detail # 1**







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## CERTIFICATE OF CALIBRATION

OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>33875</u>
SCALE TYPE:	<u>PUSH/PULL TESTER</u>	CALIBRATION DATE:	<u>06/04/19</u>
MANUFACTURER:	<u>COMTEN / ASHCROFT</u>	RECALIBRATION DUE:	<u>SEPTEMBER 2019</u>
MODEL NUMBER:	<u>DFG2W2000</u>	TECHNICIAN:	<u>SCOTT</u>
SERIAL NUMBER:	<u>2140844 / WT #1</u>	CAPACITY:	<u>2,000 LB</u>
PROCEDURE USED:	<u>TEST WEIGHT</u>	DIVISIONS:	<u>.1 LB</u>

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

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

STANDARDS CALIBRATION DATE:	<u>11/23/2017</u>
FLORIDA STATE CERTIFICATION NO.:	<u>137</u>

**CARDINAL • DETECTO**

Miami Branch Office: 3215 NW 10th Terrace, Suite 203 • Oakland Park, FL 33309  
Phone: (954) 563-4120 • Fax: (954) 563-9920 • miami@cardet.com • www.CardinalScale.com



Dated: August 27, 2019

Job Order # 19R568

**City of Pembroke Pines**  
8300 Palm Avenue  
Pembroke Pines, FL 33029  
Attn: Matt Desharnais

**RE: Field Withdrawal Resistance Test**  
Fire Station 101 Garage - Metal Deck  
6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Dear: Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. (FE&T) has performed a field withdrawal resistance test in compliance with Testing Application Standard TAS-105 and the Florida Building Code High Velocity Hurricane Zone at the above referenced site. The purpose of our test was to determine the uplift capacity of the mechanical fasteners at the above referenced project. FE&T is a Miami Dade Certified Testing Laboratory (Certification #18-1105.02).


On 08/26/2019 our field representative visited the referenced site and conducted ten (10) field withdrawal resistance tests on the Mule-Hide #14 screw fasteners into the metal roof deck. All tests were found in compliance with the Florida Building Code and TAS-105. See attached copies of TAS-105 forms with test results.

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

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

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

Sincerely,



Keith LeBlanc, P.E. *8/27/19*  
Federal Engineering and Testing, Inc.  
Florida Reg. Number 59394  
Certificate of Authorization # 5471  
Miami-Dade County Certification # 18-1105.02

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

**Florida Building Code Test Protocol TAS-105**  
**Building Code Compliance Office**  
*Testing Application Standard TAS 105-11*

Field Withdrawal Resistance Test Results

**General Information:**

Job Name: Fire Station 101 Garage - Metal Deck

Job Address: 6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Contact Individual  
at jobsite (if any) Matt Desharnais

**Testing Agency / Equipment Information:**

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

Testing Agency Name: Federal Engineering & Testing Inc.

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

Company Telephone: (954) 784-2941

Company Fax: (954) 784-7875

Representative Name: Mr. Keith LeBlanc P.E.

Representative Title: Professional Engineer

Signature:   
5/22/18

Testing Apparatus: Comten Industries Fastener Tester Model DFG2W2000



**Building / Roof System Information:**

Area Number: 1

Roof Area Height 27 ft.

Roof Area Length 108 ft.

Second Largest Dimension 108 ft.

Total Roof Area 7862 ft<sup>2</sup>

79 sq.

Perimeter Area 4224 ft<sup>2</sup>

(See RAS 117)

**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>

(See RAS 117)

**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>

(See RAS 117)

## Field Withdrawal Resistance Recording Sheet

Component to be secured:

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

Area Number 1

(Refer to deck dimensions on Page No. 2)

Fastener Type: #14

Fastener Manufacturer: Mule-Hide

Predrilled: Yes ☐ No ☒

If Yes, Drill Bit Size: N/A "diameter

Hole Depth: N/A

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

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
1	1819	C
2	657	C
3	535	C
4	523	C
5	650	P
6	1013	P
7	756	P
8	641	P
9	623	F
10	2044	F
11		
12		
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Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
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### Fastener Installation Information:

Is the fastener a self driller? ☒ Yes ☐ No

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

Speed of tool: Variable rpm's

Number of tests conducted: n= 10

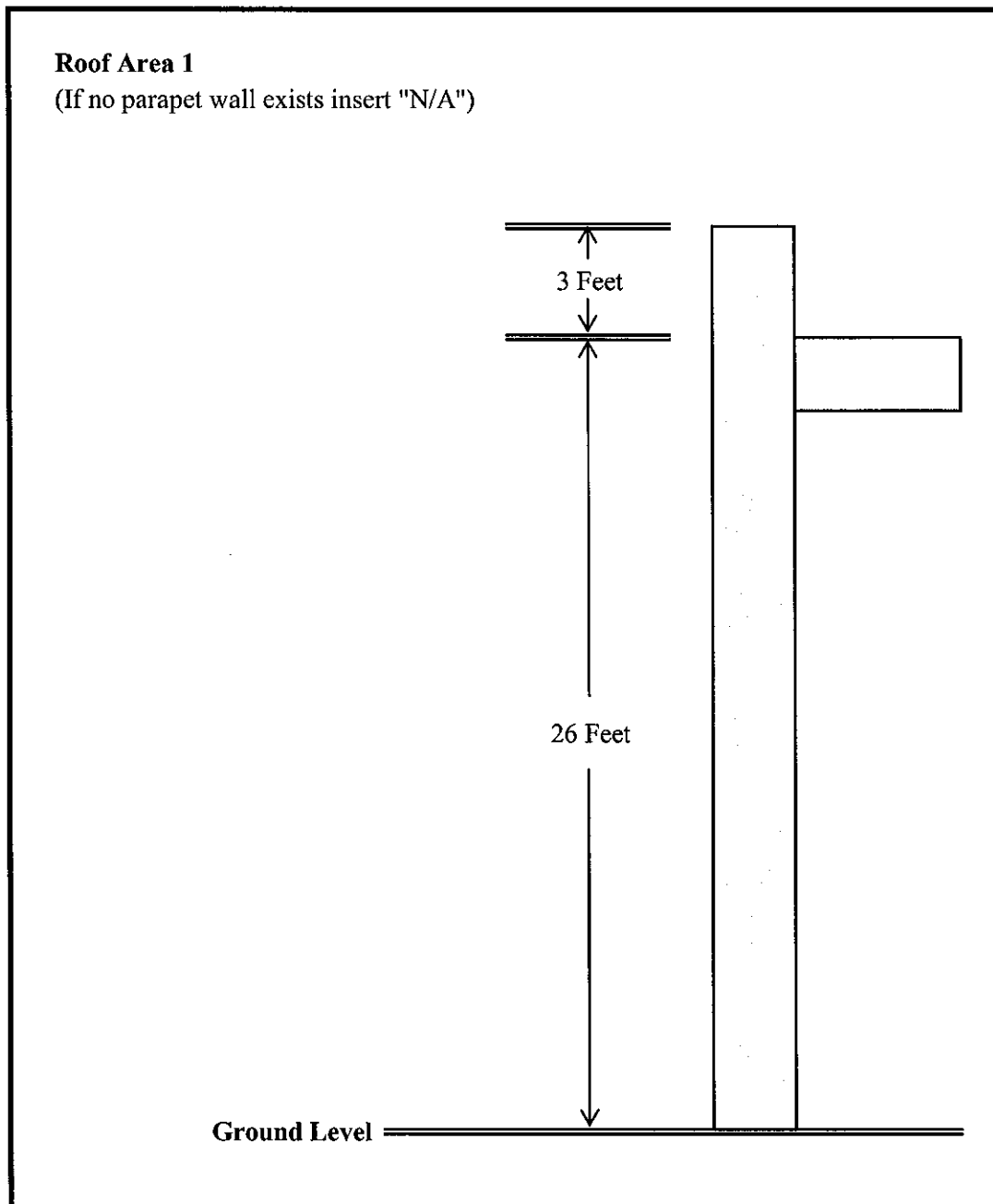
\* See Section 8 of Test Protocol TAS 105

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

Mean Failure Load	F=	926.10	lbf
Sample Standard Deviation	Sf=	549.82	lbf
Minimum Characteristic Resistance Force	F'=	873.11	lbf

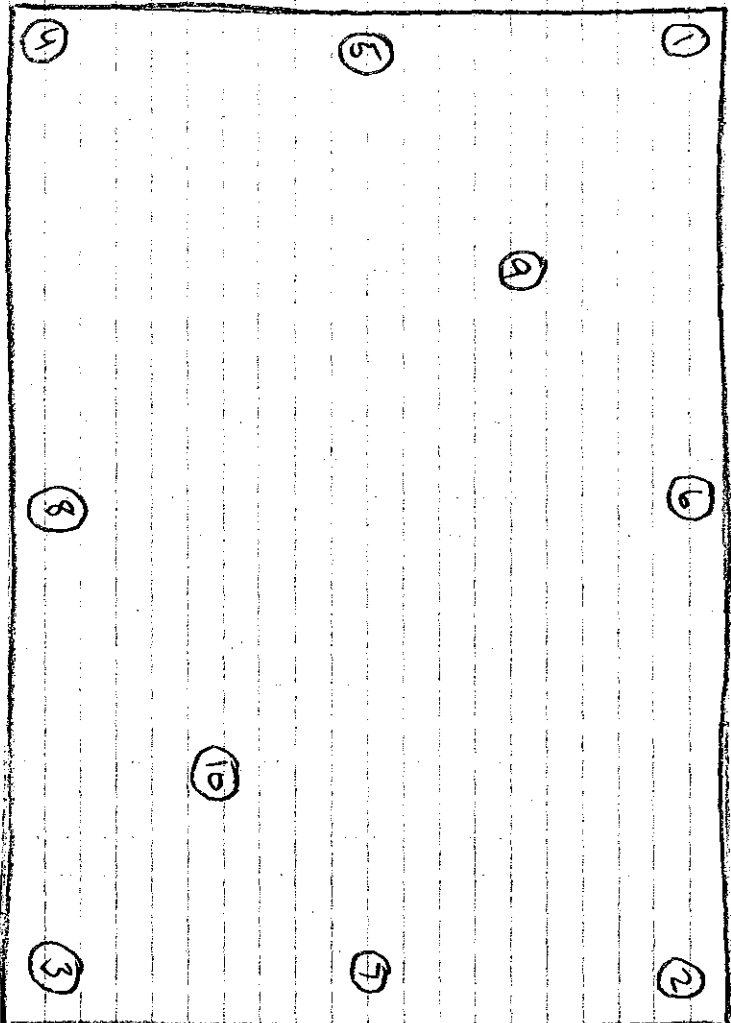
**Notes:**

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



**Building Information - Detail # 1**







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## CERTIFICATE OF CALIBRATION

OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>33875</u>
SCALE TYPE:	<u>PUSH/PULL TESTER</u>	CALIBRATION DATE:	<u>06/04/19</u>
MANUFACTURER:	<u>COMTEN / ASHCROFT</u>	RECALIBRATION DUE:	<u>SEPTEMBER 2019</u>
MODEL NUMBER:	<u>DFG2W2000</u>	TECHNICIAN:	<u>SCOTT</u>
SERIAL NUMBER:	<u>2140844 / WT #1</u>	CAPACITY:	<u>2,000 LB</u>
PROCEDURE USED:	<u>TEST WEIGHT</u>	DIVISIONS:	<u>.1 LB</u>

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

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

STANDARDS CALIBRATION DATE:	<u>11/23/2017</u>
FLORIDA STATE CERTIFICATION NO.:	<u>137</u>

**CARDINAL • DETECTO**

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Phone: (954) 563-4120 • Fax: (954) 563-9920 • miami@cardet.com • www.CardinalScale.com



Dated: August 30, 2019

Job Order # 19R567

**City of Pembroke Pines**  
8300 Palm Avenue  
Pembroke Pines, FL 33029  
Attn: Matt Desharnais

**RE: Field Withdrawal Resistance Test**  
Fire Station 101 Garage - LWIC  
6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Dear: Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. (FE&T) has performed a field withdrawal resistance test in compliance with Testing Application Standard TAS-105 and the Florida Building Code High Velocity Hurricane Zone at the above referenced site. The purpose of our test was to determine the uplift capacity of the mechanical fasteners at the above referenced project. FE&T is a Miami Dade Certified Testing Laboratory (Certification #18-1105.02).


On 08/29/2019 our field representative visited the referenced site and conducted thirteen (13) field withdrawal resistance tests on the OMG 1.8" Olylok base sheet fasteners into the lightweight insulating concrete (LWIC). All tests were found in compliance with the Florida Building Code and TAS-105. See attached copies of TAS-105 forms with test results.

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

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

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

Sincerely,

  
Keith LeBlanc, P.E.  
Federal Engineering and Testing, Inc.  
Florida Reg. Number 59394  
Certificate of Authorization # 5471  
Miami-Dade County Certification # 18-1105.02

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

**Florida Building Code Test Protocol TAS-105**  
**Building Code Compliance Office**  
*Testing Application Standard TAS 105-11*

Field Withdrawal Resistance Test Results

**General Information:**

Job Name: Fire Station 101 Garage - LWIC

Job Address: 6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Contact Individual  
at jobsite (if any) Matt Desharnais

**Testing Agency / Equipment Information:**

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

Testing Agency Name: Federal Engineering & Testing Inc.

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

Company Telephone: (954) 784-2941

Company Fax: (954) 784-7875

Representative Name: Mr. Keith LeBlanc P.E.

Representative Title: Professional Engineer

Signature:   
8/30/19

Testing Apparatus: Comten Industries Fastener Tester Model DFG2W2000

**Building / Roof System Information:**

Area Number: 1

Roof Area Height 26 ft.

Roof Area Length 80 ft.

Second Largest Dimension 53 ft.

Total Roof Area 4240 ft<sup>2</sup>

42 sq.

Perimeter Area 964 ft<sup>2</sup>

*(See RAS 117)*

**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>

*(See RAS 117)*

**Building / Roof System Information:**

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Roof Area Length \_\_\_\_\_ ft.

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Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>

*(See RAS 117)*



## Field Withdrawal Resistance Recording Sheet

Component to be secured:

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

Area Number 1

(Refer to deck dimensions on Page No. 2)

Fastener Type: 1.8" Olylok

Fastener Manufacturer: OMG

Predrilled: Yes ☐ No ☒

If Yes, Drill Bit Size: N/A "diameter

Hole Depth: N/A

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

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
1	137	C
2	121	C
3	96	C
4	181	C
5	139	P
6	117	P
7	116	P
8	161	P
9	128	F
10	186	F
11	151	F
12	156	F
13	199	F
14		
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Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
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37		
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### Fastener Installation Information:

Is the fastener a self driller? ☐ Yes ☒ No

If yes, list the type of tool used for fastener installation: N/A

Speed of tool: N/A rpm's

Number of tests conducted: n= 13

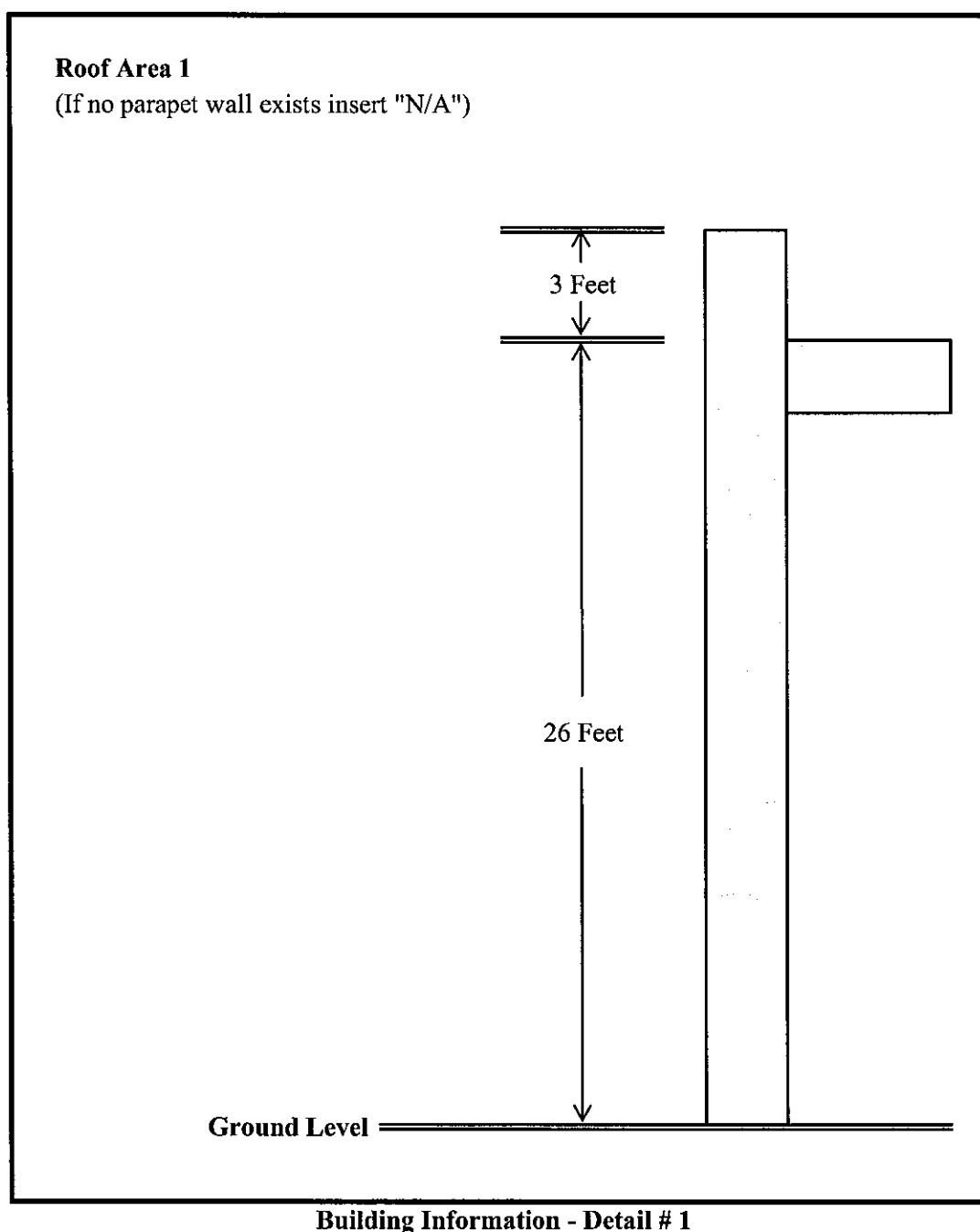
\* See Section 8 of Test Protocol TAS 105

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

Mean Failure Load	F=	145.23	lbf
Sample Standard Deviation	Sf=	30.68	lbf
Minimum Characteristic Resistance Force	F'=	133.16	lbf

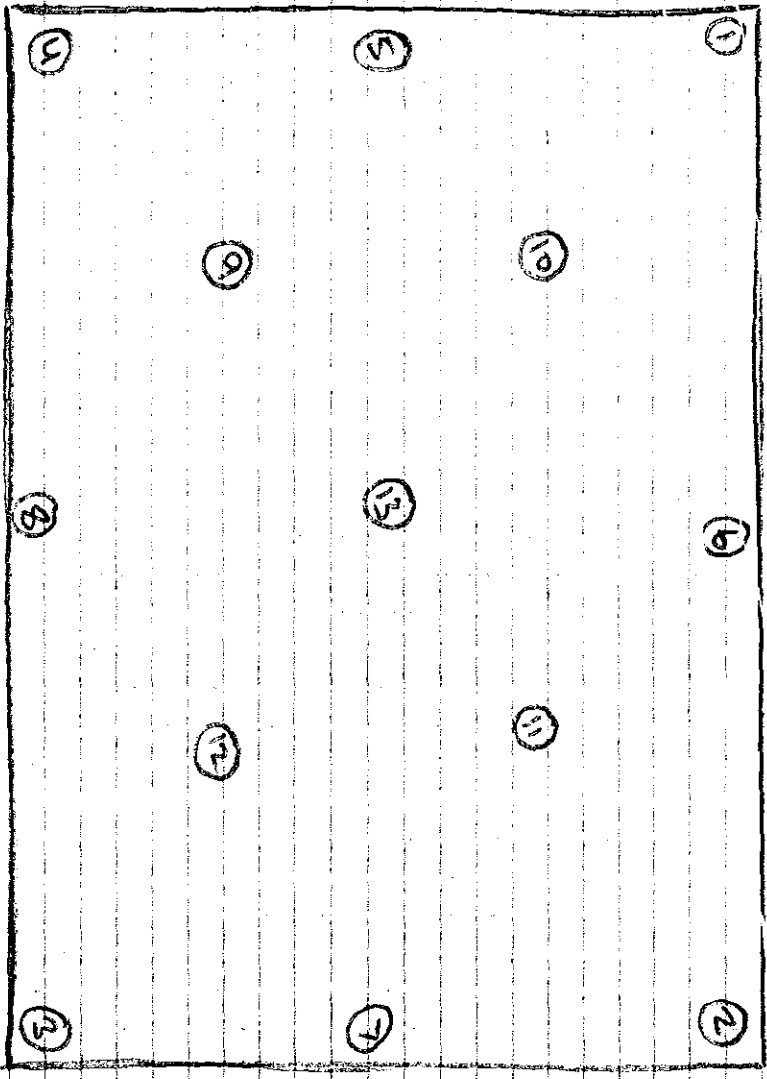
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11





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## CERTIFICATE OF CALIBRATION

OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>33875</u>
SCALE TYPE:	<u>PUSH/PULL TESTER</u>	CALIBRATION DATE:	<u>06/04/19</u>
MANUFACTURER:	<u>COMTEN / ASHCROFT</u>	RECALIBRATION DUE:	<u>SEPTEMBER 2019</u>
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PROCEDURE USED:	<u>TEST WEIGHT</u>	DIVISIONS:	<u>.1 LB</u>

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Dated: August 30, 2019

Job Order # 19R567

**City of Pembroke Pines**  
8300 Palm Avenue  
Pembroke Pines, FL 33029  
Attn: Matt Desharnais

**RE: Field Withdrawal Resistance Test**  
Fire Station 101 Garage - LWIC  
6057 SW 198th Terrace  
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Federal Engineering & Testing, Inc., appreciates the opportunity to be of service to you at this phase of your project. If you have any questions or comments, please give us a call. It has been a pleasure working with you and look forward to doing so in the near future.

Sincerely,



Keith LeBlanc, P.E. *8/30/19*  
Federal Engineering and Testing, Inc.  
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Attachments include the following:  
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Field Sketch  
Comten Calibration

**Florida Building Code Test Protocol TAS-105**  
**Building Code Compliance Office**  
*Testing Application Standard TAS 105-11*

Field Withdrawal Resistance Test Results

**General Information:**

Job Name: Fire Station 101 Garage - LWIC

Job Address: 6057 SW 198th Terrace  
Pembroke Pines, FL 33029

Contact Individual  
at jobsite (if any) Matt Desharnais

**Testing Agency / Equipment Information:**

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

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Company Fax: (954) 784-7875

Representative Name: Mr. Keith LeBlanc P.E.

Representative Title: Professional Engineer

Signature:   
2/30/15

Testing Apparatus: Comten Industries Fastener Tester Model DFG2W2000



**Building / Roof System Information:**

Area Number: 1

Roof Area Height 26 ft.

Roof Area Length 80 ft.

Second Largest Dimension 53 ft.

Total Roof Area 4240 ft<sup>2</sup>

42 sq.

Perimeter Area 964 ft<sup>2</sup>  
(See RAS 117)

**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>  
(See RAS 117)

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Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>  
(See RAS 117)

## Field Withdrawal Resistance Recording Sheet

Component to be secured:

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

Area Number 1

(Refer to deck dimensions on Page No. 2)

Fastener Type: 1.8" Olylok

Fastener Manufacturer: OMG

Predrilled: Yes ☐ No ☒

If Yes, Drill Bit Size: N/A "diameter

Hole Depth: N/A

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

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4	181	C
5	139	P
6	117	P
7	116	P
8	161	P
9	128	F
10	186	F
11	151	F
12	156	F
13	199	F
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Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
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If yes, list the type of tool used for fastener installation: N/A

Speed of tool: N/A rpm's

Number of tests conducted: n= 13

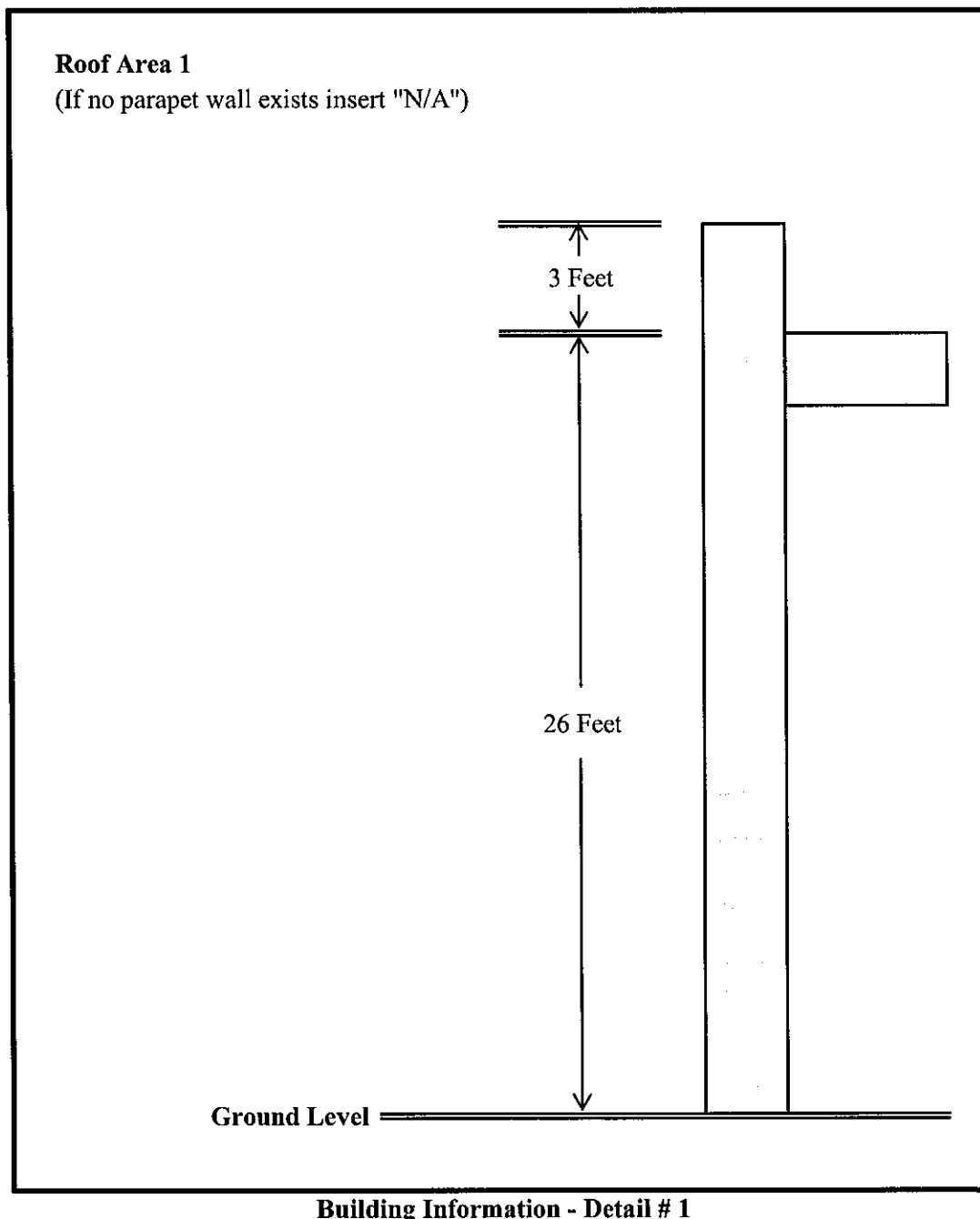
\* See Section 8 of Test Protocol TAS 105

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

Mean Failure Load	F=	145.23	lbf
Sample Standard Deviation	Sf=	30.68	lbf
Minimum Characteristic Resistance Force	F'=	133.16	lbf

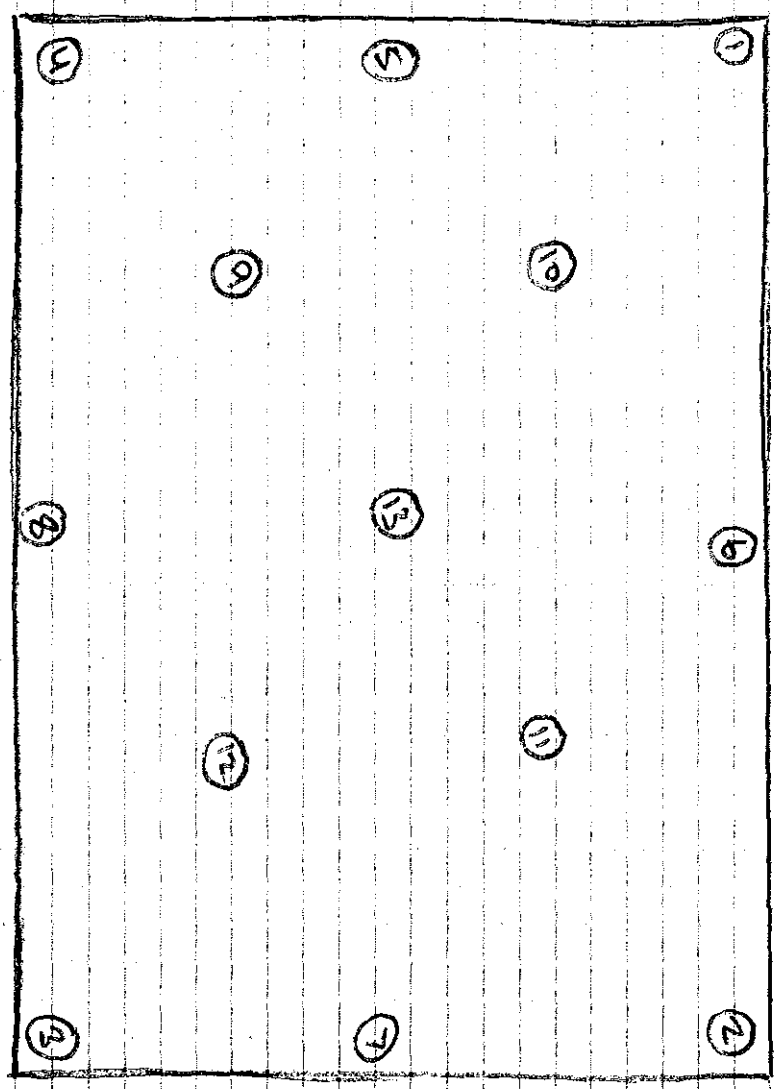
**Notes:**

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





N



6057



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## CERTIFICATE OF CALIBRATION

OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>33875</u>
SCALE TYPE:	<u>PUSH/PULL TESTER</u>	CALIBRATION DATE:	<u>06/04/19</u>
MANUFACTURER:	<u>COMTEN / ASHCROFT</u>	RECALIBRATION DUE:	<u>SEPTEMBER 2019</u>
MODEL NUMBER:	<u>DFG2W2000</u>	TECHNICIAN:	<u>SCOTT</u>
SERIAL NUMBER:	<u>2140844 / WT #1</u>	CAPACITY:	<u>2,000 LB</u>
PROCEDURE USED:	<u>TEST WEIGHT</u>	DIVISIONS:	<u>.1 LB</u>

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

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

STANDARDS CALIBRATION DATE:	<u>11/23/2017</u>
FLORIDA STATE CERTIFICATION NO.:	<u>137</u>

**CARDINAL • DETECTO**

Miami Branch Office: 3215 NW 10th Terrace, Suite 203 • Oakland Park, FL 33309  
Phone: (954) 563-4120 • Fax: (954) 563-9920 • miami@cardet.com • www.CardinalScale.com



Dated: August 30, 2019

Job Order # 19R581

**City of Pembroke Pines**  
8300 Palm Avenue  
Pembroke Pines, FL 33029  
Attn: Matt Desharnais

**RE: Field Withdrawal Resistance Test**  
West Police Department  
18400 Johnson Street  
Pembroke Pines, FL 33029

Dear: Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. (FE&T) has performed a field withdrawal resistance test in compliance with Testing Application Standard TAS-105 and the Florida Building Code High Velocity Hurricane Zone at the above referenced site. The purpose of our test was to determine the uplift capacity of the mechanical fasteners at the above referenced project. FE&T is a Miami Dade Certified Testing Laboratory (Certification #18-1105.02).


On 08/29/2019 our field representative visited the referenced site and conducted ten (10) field withdrawal resistance tests on the Mule-Hide #14 screw fasteners into the steel roof deck. All tests were found in compliance with the Florida Building Code and TAS-105. See attached copies of TAS-105 forms with test results.

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

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

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

Sincerely,

  
Keith LeBlanc, P.E. 8/30/19  
Federal Engineering and Testing, Inc.  
Florida Reg. Number 59394  
Certificate of Authorization # 5471  
Miami-Dade County Certification # 18-1105.02

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

**Florida Building Code Test Protocol TAS-105**  
**Building Code Compliance Office**  
*Testing Application Standard TAS 105-11*

Field Withdrawal Resistance Test Results

**General Information:**

Job Name: West Police Department

Job Address: 18400 Johnson Street  
Pembroke Pines, FL 33029

Contact Individual  
at jobsite (if any) Matt Desharnais

**Testing Agency / Equipment Information:**

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

Testing Agency Name: Federal Engineering & Testing Inc.

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

Company Telephone: (954) 784-2941

Company Fax: (954) 784-7875

Representative Name: Mr. Keith LeBlanc P.E.

Representative Title: Professional Engineer

Signature:   
8/30/19

Testing Apparatus: Comten Industries Fastener Tester Model DFG2W2000

**Building / Roof System Information:**

Area Number: 1

Roof Area Height 20 ft.

Roof Area Length 164 ft.

Second Largest Dimension 116 ft.

Total Roof Area 11446 ft<sup>2</sup>

115 sq.

Perimeter Area 3960 ft<sup>2</sup>  
(See RAS 117)

**Building / Roof System Information:**

Area Number: \_\_\_\_\_

Roof Area Height \_\_\_\_\_ ft.

Roof Area Length \_\_\_\_\_ ft.

Second Largest Dimension \_\_\_\_\_ ft.

Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>  
(See RAS 117)

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Total Roof Area \_\_\_\_\_ ft<sup>2</sup>

\_\_\_\_\_ sq.

Perimeter Area \_\_\_\_\_ ft<sup>2</sup>  
(See RAS 117)

## Field Withdrawal Resistance Recording Sheet

Component to be secured:

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

Area Number 1

(Refer to deck dimensions on Page No. 2)

Fastener Type: #14 Screw

Fastener Manufacturer: Mule-Hide

Predrilled: Yes ☐ No ☒

If Yes, Drill Bit Size: N/A "diameter

Hole Depth: N/A

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

Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
1	710	C
2	720	C
3	561	C
4	547	P
5	588	P
6	521	P
7	650	P
8	458	F
9	520	F
10	854	F
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Sample & Plan Identifier	Initial Failure Load (lbf)	Roof Area
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### Fastener Installation Information:

Is the fastener a self driller? ☒ Yes ☐ No

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

Speed of tool: Variable rpm's

Number of tests conducted: n= 10

\* See Section 8 of Test Protocol TAS 105

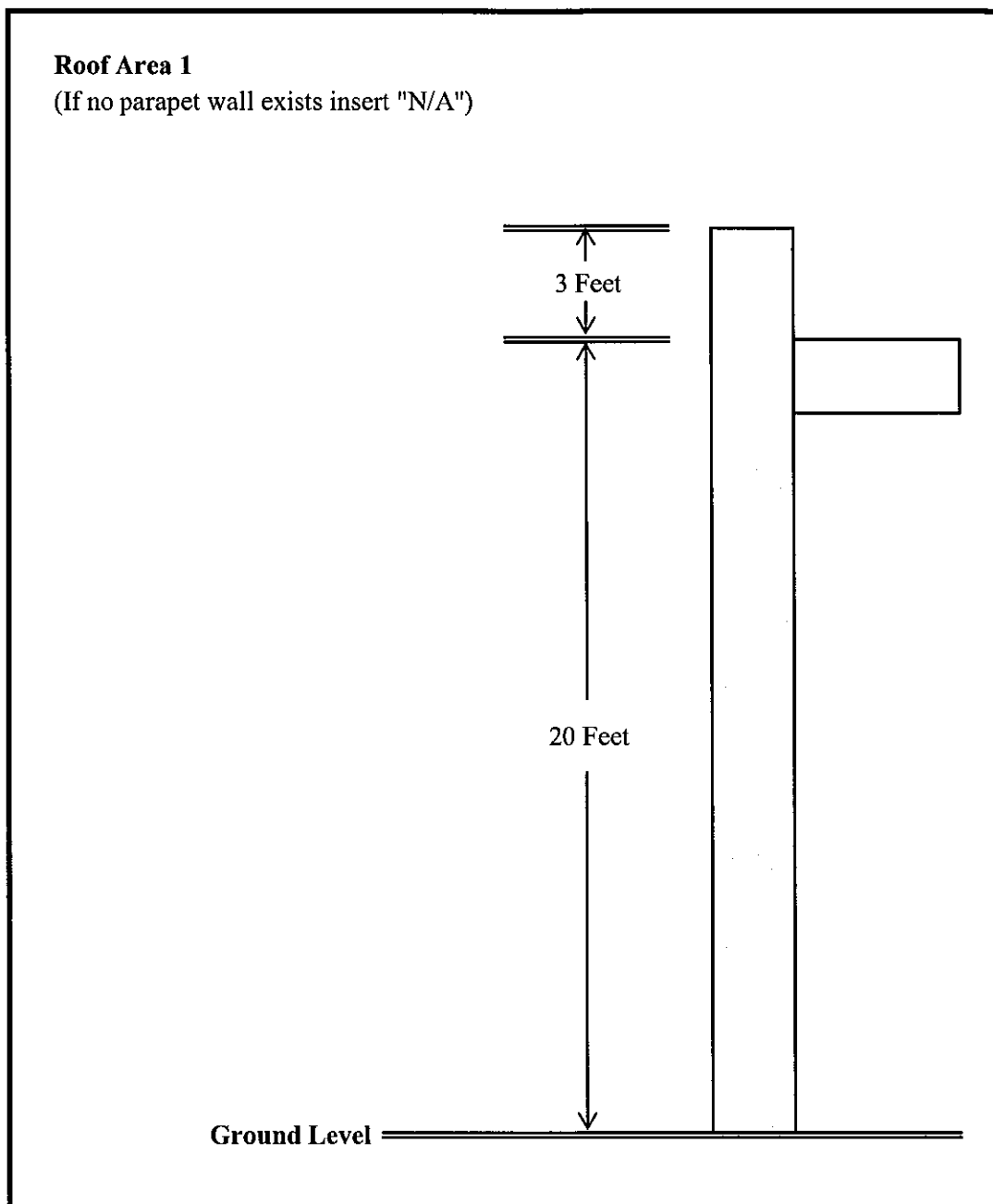
\* Note the locations of all tests on "Building Information" Detail #1, attached)



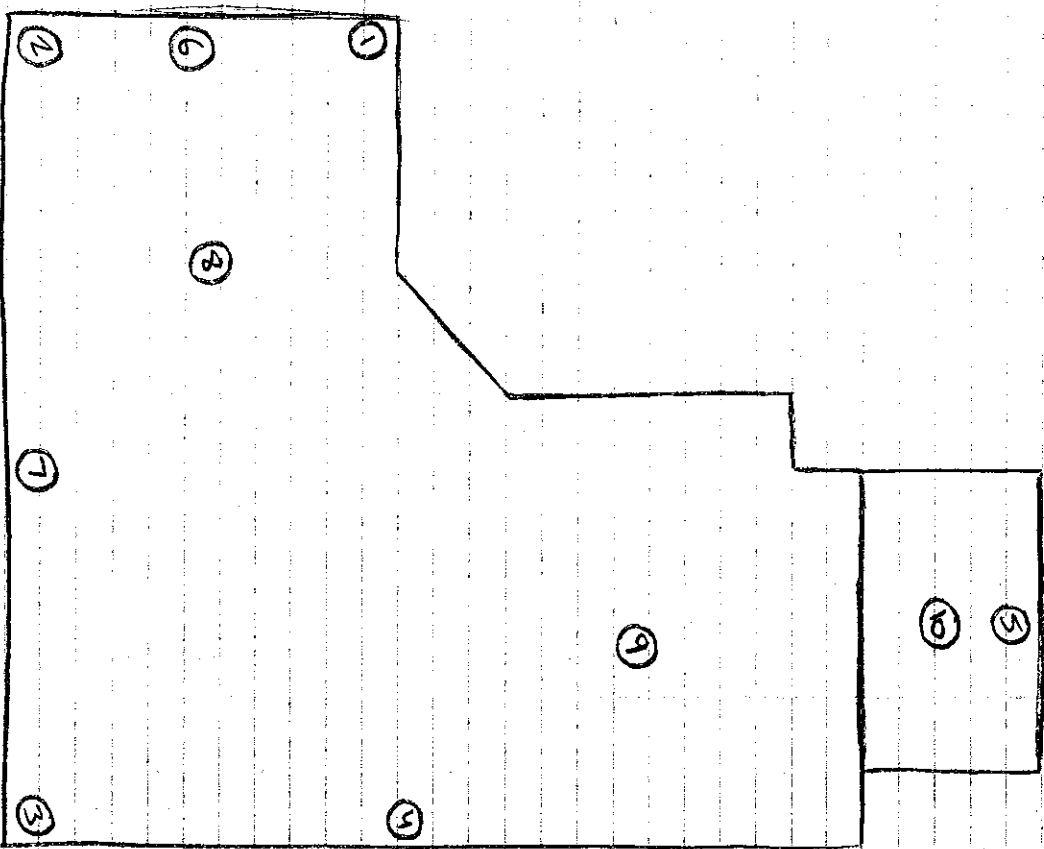
Mean Failure Load	F=	612.90	lbf
Sample Standard Deviation	Sf=	119.78	lbf
Minimum Characteristic Resistance Force	F <sup>t</sup> =	588.17	lbf

**Notes:**

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



**Building Information - Detail # 1**





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## CERTIFICATE OF CALIBRATION

OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>33875</u>
SCALE TYPE:	<u>PUSH/PULL TESTER</u>	CALIBRATION DATE:	<u>06/04/19</u>
MANUFACTURER:	<u>COMTEN / ASHCROFT</u>	RECALIBRATION DUE:	<u>SEPTEMBER 2019</u>
MODEL NUMBER:	<u>DFG2W2000</u>	TECHNICIAN:	<u>SCOTT</u>
SERIAL NUMBER:	<u>2140844 / WT #1</u>	CAPACITY:	<u>2,000 LB</u>
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STANDARDS CALIBRATION DATE:	<u>11/23/2017</u>
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FE&T is an independent third party providing un-biased testing information and results. FE&T is not affiliated with our client nor do we have any financial interest in the project or determination of the test results.

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

Sincerely,



Keith LeBlanc, P.E.  
Federal Engineering and Testing, Inc. 8/30/19  
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Attachments include the following:  
Field Withdrawal Resistance Test Results  
Field Sketch  
Comten Calibration

**Florida Building Code Test Protocol TAS-105**  
**Building Code Compliance Office**  
*Testing Application Standard TAS 105-11*

Field Withdrawal Resistance Test Results

**General Information:**

Job Name: West Police Department

Job Address: 18400 Johnson Street  
Pembroke Pines, FL 33029

Contact Individual  
at jobsite (if any) Matt Desharnais

**Testing Agency / Equipment Information:**

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

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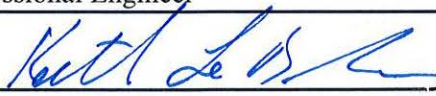
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Representative Title: Professional Engineer

Signature:   
6/30/15

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## Field Withdrawal Resistance Recording Sheet

Component to be secured:

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

Area Number 1

(Refer to deck dimensions on Page No. 2)

Fastener Type: #14 Screw

Fastener Manufacturer: Mule-Hide

Predrilled: Yes ☐ No ☒

If Yes, Drill Bit Size: N/A "diameter

Hole Depth: N/A

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

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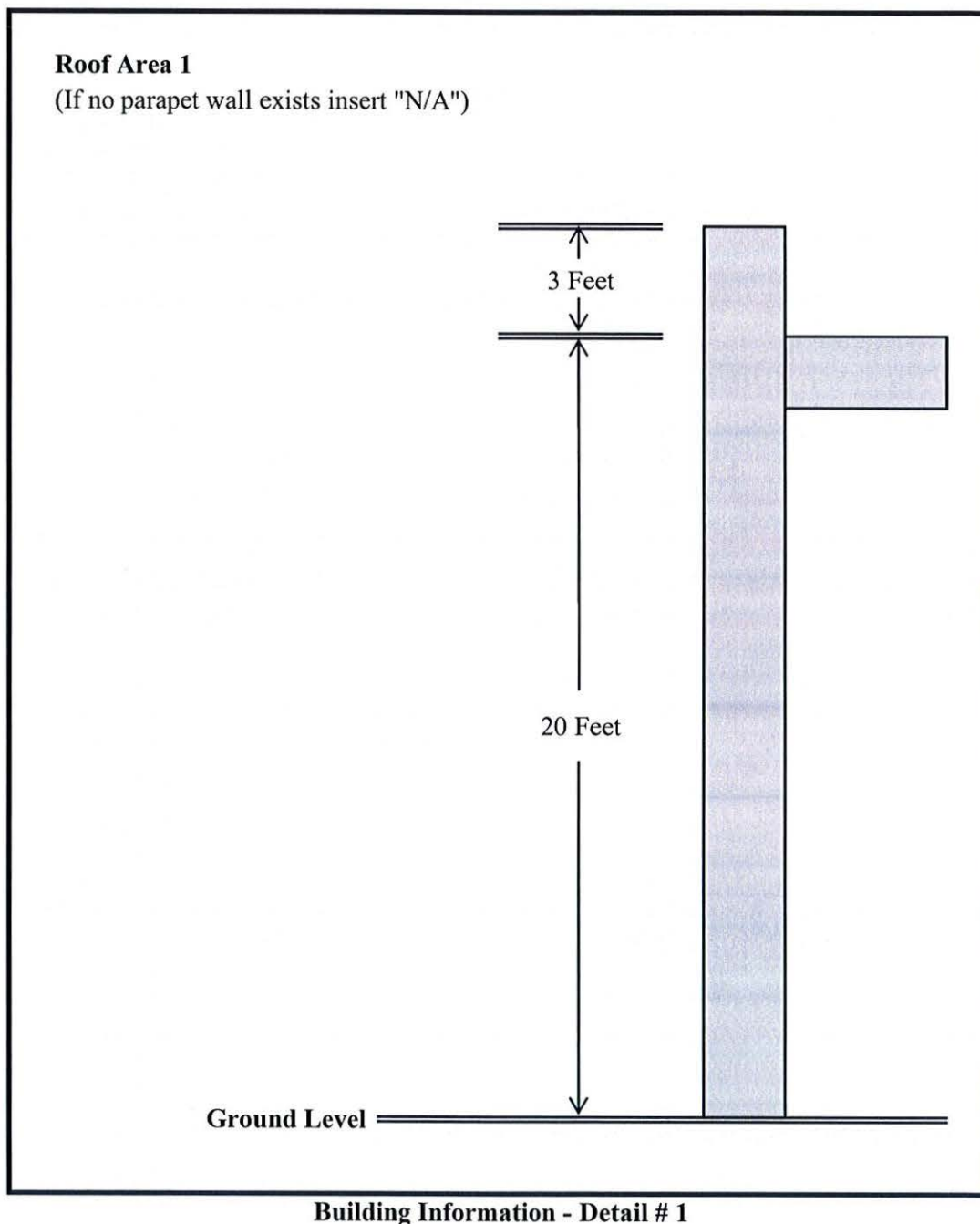
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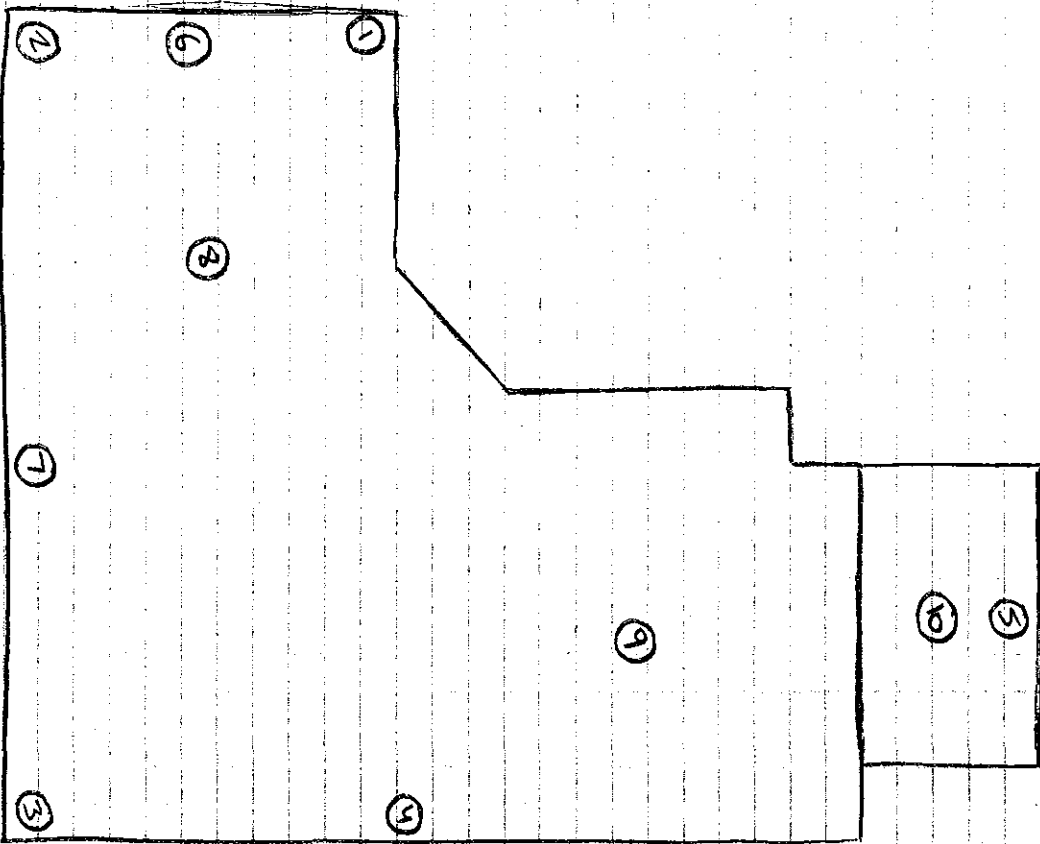
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Mean Failure Load	F=	612.90	lbf
Sample Standard Deviation	Sf=	119.78	lbf
Minimum Characteristic Resistance Force	F'=	588.17	lbf

**Notes:**

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OWNER OF ITEM:	<u>FEDERAL ENGINEERING</u>	REPORT NO.:	<u>33875</u>
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STANDARDS CALIBRATION DATE:	<u>11/23/2017</u>
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DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)  
BOARD AND CODE ADMINISTRATION DIVISION

## NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY  
PRODUCT CONTROL SECTION

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

[www.miamidade.gov/economy](http://www.miamidade.gov/economy)

**CertainTeed Corporation**  
**20 Moores Road**  
**Malvern, PA 19355**

### SCOPE:

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

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

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

### DESCRIPTION: CertainTeed Conventional Built-Up-Roof System over Concrete Decks.

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

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

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

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

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

This NOA renews NOA No. 16-0322.23 and consists of pages 1 through 23.  
The submitted documentation was reviewed by Alex Tigera.



NOA No.: 17-1003.13  
Expiration Date: 05/19/23  
Approval Date: 04/26/18  
Page 1 of 23

## ROOFING SYSTEM APPROVAL

**Category:** Roofing  
**Sub-Category:** Built-Up Roofing  
**Material:** Fiberglass  
**Deck Type:** Concrete  
**Maximum Design Pressure:** -355 psf

### TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Black Diamond™ Base Sheet	36" x 68'7"; Roll weight: 78 lbs. (2 squares)	ASTM D 1970	Self-adhering fiberglass reinforced modified bitumen base sheet.
Flintlastic Ultra Glass SA	39 3/8" x 33'11"	ASTM D 1970	Self-adhering, fiberglass reinforced, SBS modified bitumen base/ply sheet.
Flintglas Ply 4	36" x 164'7"; Roll weight: 40/55 lbs. (5 squares)	ASTM D 2178 Type IV UL Type G1	Fiberglass, asphalt impregnated ply sheet.
Flintglas Premium Ply 6	39 3/8" x 164'7"; Roll weight: 40 lbs. (5 squares)	ASTM D 2178, Type VI UL Type G1	Fiberglass, asphalt impregnated ply sheet.
Flintglas® MS Cap CoolStar	36" X 32'10"; Roll Weight: 78 lbs. (1 square)	ASTM D 3909 UL Type G3	Asphalt impregnated and coated inorganic glass fiber surfaced with mineral granules used as the top ply in conventional built-up roof membranes. Covered with reflective CoolStar Coating.
Flintglas® MS Cap Sheet	36" X 32'10"; Roll Weight: 78 lbs. (1 square)	ASTM D 3909 UL Type G3	Asphalt impregnated and coated inorganic glass fiber surfaced with mineral granules used as the top ply in conventional built-up roof membranes.
Yosemite® Venting Base Sheet	39 3/8" x 32'10"	ASTM D 3909 ASTM D 4897 UL Type G3	Mineral surfaced fiberglass reinforced buffer sheet.
All Weather/Empire Base Sheet	36" x 65'10"; Roll weight: 86 lbs. (2 squares)	ASTM D 4601 Type II	SBS modified, fiberglass reinforced base/ply sheet.
Flexiglas Base Sheet	36" x 98'9"; Roll weight: 90 lbs. (3 squares)	ASTM D 4601 Type II	SBS modified, fiberglass reinforced base/ply sheet.
Flintlastic Poly SMS Base Sheet	39 3/8" x 64'4"; Roll weight: 90 lbs. (2 squares)	ASTM D 4601 Type II	SBS modified, polyester reinforced base/ply sheet.



## TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Glasbase Base Sheet	36" x 98'9"; Roll weight: 69 lbs. (3 squares)	ASTM D 4601 Type II	Asphalt coated, fiberglass base/ply sheet.
Flintlastic Base 20	36" x 98'9"; Roll weight: 90 lbs. (3 squares)	ASTM D 6163 Grade S Type I	SBS modified, fiberglass reinforced base/ply sheet.
Flintlastic Ultra Poly SMS Base Sheet	39 3/8" x 32'10"	ASTM D6164 Grade S Type I	SBS modified, polyester reinforced base/ply sheet.

## APPROVED INSULATIONS:

TABLE 2

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



**APPROVED FASTENERS/ADHESIVES:****TABLE 3**

<b><u>Fastener Number</u></b>	<b><u>Product Name</u></b>	<b><u>Product Description</u></b>	<b><u>Dimensions</u></b>	<b><u>Manufacturer (With Current NOA)</u></b>
1.	Dekfast DF-#14-PH3 & Deckfast DF-#15 PH3	Insulation fastener for wood, steel and concrete decks	Various	SFS Group USA
2.	Dekfast PLT-H-2-7/8	Galvalume AZ50 steel plate	2 7/8" x 3 1/4"	SFS Group USA
3.	Dekfast PLT-P-R-3	Polypropylene plate	3" x 3 1/4"	SFS Group USA
4.	#14 Roofgrip	Insulation fastener for concrete, steel or wood decks.	Various	OMG, Inc.
5.	3 in. Ribbed Galvalume Plate	Galvalume stress plate.	3" round	OMG, Inc.
6.	AccuTrac Plate	Galvalume stress plate.	3" square	OMG, Inc.
7.	CD-10	Insulation fastener for concrete decks.	Various	OMG, Inc.
8.	Fluted Nail	Insulation fastener	Various	OMG, Inc.
9.	OMG Plastic Plate	Polypropylene plastic plate	3" round	OMG, Inc.
10.	3 in. Round Metal Plate	Galvalume AZ50 steel plate	3" round	OMG, Inc.
11.	Trufast #14 HD Fastener	Insulation fastener for concrete decks	Various	Altenloh, Brinck & Co. U.S., Inc.
12.	Trufast 3" Metal Insulation Plate	Galvalume AZ50 steel plate	3" round	Altenloh, Brinck & Co. U.S., Inc.
13.	FlintFast #14	Insulation fastener for concrete decks	Various	CertainTeed Corp.
14.	FlintFast 3" Insulation Plate	Galvalume AZ50 steel plate	3" round	CertainTeed Corp.



**EVIDENCE SUBMITTED:**

<u>Test Agency/Identifier</u>	<u>Name</u>	<u>Report</u>	<u>Date</u>
Trinity ERD	TAS 117 (B)	3503.10.06	10/10/06
	TAS 117 (B)	O6490.04.07-R1	06/27/07
	TAS 114	3521.07.04	10/26/07
	TAS 117 (B)/ ASTM D 6862	C8500SC.11.07	11/30/07
	TAS 114	C8370.08.08	08/19/08
	ASTM Physical Properties	C10080.09.08-R4	03/25/10
	TAS 117 (B)	C35500.02.11	02/09/11
	FM 4470 / TAS 114	3513.08.02-R1	03/17/11
	ASTM D4601	C40050.09.12-1	09/28/12
	ASTM D1970	C40050.09.12-2	09/28/12
	ASTM D3909	C44200.03.13	03/22/13
	ASTM D2178	C47250.03.14	03/26/14
	ASTM D1876, / TAS 114, / FM 4474	C45620.03.14	03/27/14
	ASTM D1876	C35460.05.11-R1	05/20/15
	ASTM D3909	CTR-SC11145.09.16-2A	09/19/16
	ASTM D3909	CTR-SC11145.09.16-2B	09/19/16
	ASTM D4601	CTR-SC11145.09.16-3A	09/19/16
	ASTM D4897	CTR-SC11145.09.16-4	09/19/16
Factory Mutual Research Corp.	FMRC 4470	J.I. #3Y8A1.AM	03/23/96
	FMRC 4454	J.I. 0D3A3.AM	04/04/97
	FMRC 4470	J.I. 2D0A0.AM	12/23/98
	FMRC 4470	J.I. 1D7A4.AM	11/09/98
Underwriters Laboratories, Inc.	UL 790	R11656	01/11/13
PRI Construction Materials Technologies LLC	ASTM D6163	CTC-066-02-01	08/09/11
	ASTM D2178	CTC-123-02-01	03/13/12
	ASTM D4601	CTC-124-02-01	03/13/12
	ASTM D4601	CTC-127-02-01	03/13/12
	ASTM D6164	CTC-190-02-01	12/02/13
	ASTM D1970	CTC-199-02-01	01/22/14

## APPROVED ASSEMBLIES

<b>Membrane Type:</b>	BUR
<b>Deck Type 3I:</b>	Concrete Decks, Insulated
<b>Deck Description:</b>	2500 psi structural concrete or concrete plank
<b>System Type A(1):</b>	Anchor sheet (optional), base sheet and/or insulation adhered with approved asphalt

All General and System Limitations apply.

**Anchor Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20 or  
**(Optional)** Glasbase Base Sheet in a spot mopping of approved asphalt, 12" diameter circles, 24" o.c. at a rate of 12 lbs./sq. (See General Limitation #4)

One or more layers of any of the following insulations:

<u>Insulation Layer</u>	<u>Insulation Fasteners</u> <u>Table 3</u>	<u>Fastener</u> <u>Density/ft<sup>2</sup></u>
<b>FlintBoard ISO, FlintBoard<sub>H</sub> ISO, ACFoam-II, ENRGY 3, Ultra-Max, H-Shield</b> <b>Minimum 1" thick</b>	N/A	N/A
<b>Structodek High Density Fiberboard Roof Insulation</b> <b>Minimum ½" thick</b>	N/A	N/A
<b>Fesco Board</b> <b>Minimum ¾" thick</b>	N/A	N/A
<b>DensDeck, DensDeck Prime</b> <b>Minimum ¼" thick</b>	N/A	N/A

**Note:** Concrete deck shall be primed with ASTM D 41 asphalt primer and allowed to dry prior to application of base sheet. All insulation shall be adhered to the anchor sheet in full mopping of approved hot asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Insulation listed as base layer only shall be used only as base layers with a second layer of approved top layer insulation installed as the final membrane substrate. Composite insulation panels may be used as a top layer placed with the polyisocyanurate side facing down.

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

**Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.



**Cap Sheet:  
(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Surfacing:** *(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design  
Pressure:** -87.5 psf (See General Limitations # 9)



**Membrane Type:** BUR  
**Deck Type 3I:** Concrete Decks, Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type A(2):** Insulation adhered to deck with approved asphalt

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<b><u>Base Insulation Layer</u></b>	<b><u>Insulation Fasteners</u></b> <b><u>Table 3</u></b>	<b><u>Fastener</u></b> <b><u>Density/ft<sup>2</sup></u></b>
<b>FlintBoard ISO, FlintBoard<sub>H</sub> ISO, ACFoam-II, ENRGY 3, Ultra-Max, H-Shield</b> <b>Minimum 1" thick</b>	N/A	N/A
<b>Top Insulation Layer</b>	<b>Insulation Fasteners</b> <b>Table 3</b>	<b>Fastener</b> <b>Density/ft<sup>2</sup></b>
<b>Structodek High Density Fiberboard Roof Insulation</b> <b>Minimum ½" thick</b>	N/A	N/A

**Note:** Concrete deck shall be primed with ASTM D 41 asphalt primer and allowed to dry prior to application of base sheet. All insulation shall be adhered to the anchor sheet in full mopping of approved hot asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Insulation listed as base layer only shall be used only as base layers with a second layer of approved top layer insulation installed as the final membrane substrate. Composite insulation panels may be used as a top layer placed with the polyisocyanurate side facing down.

**Base Sheet:** One or more plies of All Weather/Empire Base Sheet, Glasbase Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet, Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the composite insulation with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.  
**Ply Sheet:** One or more plies of All Weather/Empire Base Sheet, Glasbase Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet or one or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the base sheet in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.  
**Cap Sheet:** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping  
**(Optional)** of approved asphalt at an application rate of 20-35 lbs./sq.





**Surfacing:**

*(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design  
Pressure:**

-227.5 psf (See General Limitations #9)



**Membrane Type:** BUR  
**Deck Type 3I:** Concrete Decks, Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type A(3):** Insulation adhered to deck with approved asphalt

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<b><u>Base Insulation Layer</u></b>	<b><u>Insulation Fasteners</u> <u>Table 3</u></b>	<b><u>Fastener</u> <u>Density/ft<sup>2</sup></u></b>
<b>FlintBoard ISO, FlintBoard<sub>H</sub> ISO, AC Foam-II, ENRGY 3, Ultra-Max, H-Shield</b> <b>Minimum 1" thick</b>	N/A	N/A
<b><u>Top Insulation Layer</u></b>	<b><u>Insulation Fasteners</u> <u>Table 3</u></b>	<b><u>Fastener</u> <u>Density/ft<sup>2</sup></u></b>
<b>DensDeck, DensDeck Prime</b> <b>Minimum ¼" thick</b>	N/A	N/A

**Note:** Concrete deck shall be primed with ASTM D 41 asphalt primer and allowed to dry prior to application of base sheet. All insulation shall be adhered to the anchor sheet in full mopping of approved hot asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Insulation listed as base layer only shall be used only as base layers with a second layer of approved top layer insulation installed as the final membrane substrate. Composite insulation panels may be used as a top layer placed with the polyisocyanurate side facing down.

**Base Sheet:** One or more plies of All Weather/Empire Base Sheet, Glasbase Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet, Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the composite insulation with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.

**Ply Sheet:** One or more plies of All Weather/Empire Base Sheet, Glasbase Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or one or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the base sheet in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.

**Cap Sheet:**  
**(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.



**Surfacing:**

*(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design  
Pressure:**

-240 psf (See General Limitations #9)



NOA No.: 17-1003.13  
Expiration Date: 05/19/23  
Approval Date: 04/26/18  
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**Membrane Type:** BUR  
**Deck Type 3I:** Concrete Decks, Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type A(4):** Insulation adhered to deck with approved asphalt

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<u>Insulation Layer</u>	<u>Insulation Fasteners</u> <u>Table 3</u>	<u>Fastener</u> <u>Density/ft<sup>2</sup></u>
FlintBoard <sub>H</sub> ISO, ENRGY-3, H-Shield Minimum 1.5" thick	N/A	N/A

**Note:** Concrete deck shall be primed with ASTM D 41 asphalt primer and allowed to dry prior to application of base sheet. All insulation shall be adhered to the anchor sheet in full mopping of approved hot asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Insulation listed as base layer only shall be used only as base layers with a second layer of approved top layer insulation installed as the final membrane substrate. Composite insulation panels may be used as a top layer placed with the polyisocyanurate side facing down.

**Base Sheet:** One or more plies of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet adhered to the fiberglass insulation with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.

**Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the base sheet with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.

**Cap Sheet: (Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Surfacing:** *(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:
 

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

**Maximum Design Pressure:** -355 psf (See General Limitations #9)



NOA No.: 17-1003.13  
 Expiration Date: 05/19/23  
 Approval Date: 04/26/18  
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<b>Membrane Type:</b>	BUR
<b>Deck Type 3I:</b>	Concrete Decks, Insulated
<b>Deck Description:</b>	2500 psi structural concrete or concrete plank
<b>System Type B(1):</b>	Base layer of insulation mechanically fastened, optional top layer adhered with approved asphalt

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<b>Base Insulation Layer</b>	<b>Insulation Fasteners Table 3</b>	<b>Fastener Density/ft<sup>2</sup></b>
<b>FlintBoard<sub>H</sub> ISO, ENRGY 3, H-Shield Minimum 1.4" thick</b>	<b>1 4, 7, 8</b>	<b>1:3 ft<sup>2</sup> 1:4 ft<sup>2</sup></b>
<b>ISO 95+ GL Minimum 1.4" thick</b>	<b>1, 11, 13 4, 7, 8</b>	<b>1:3 ft<sup>2</sup> 1:4 ft<sup>2</sup></b>
<b>Ultra-Max Minimum 1.5" thick</b>	<b>1, 4, 7, 8</b>	<b>1:2.9 ft<sup>2</sup></b>
<b>Fesco Board Minimum ¾" thick</b>	<b>1, 4, 11, 13</b>	<b>1:2 ft<sup>2</sup></b>
<b>Structodek High Density Fiberboard Roof Insulation Minimum ½" thick</b>	<b>1, 4, 11, 13</b>	<b>1:2 ft<sup>2</sup></b>

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

<b>Top Insulation Layer (Optional)</b>	<b>Insulation Fasteners Table 3</b>	<b>Fastener Density/ft<sup>2</sup></b>
<b>Any of the insulations listed for Base Layer, above.</b>		
<b>DensDeck, DensDeck Prime Minimum ¾" thick</b>	<b>N/A</b>	<b>N/A</b>

**Note:** Optional top layer of insulation shall be adhered with approved asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Composite insulation boards used as a top layer shall be installed with the polyisocyanurate face down.



<b>Base Sheet: (Optional)</b>	Install one ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet directly over the top layer of insulation. Adhere with any approved mopping asphalt at an application rate of 20-35 lbs./sq. (See General Limitation #4)
<b>Ply Sheet:</b>	One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the base sheet with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.
<b>Cap Sheet: (Optional)</b>	One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
<b>Surfacing:</b>	<p><i>(Required if no cap sheet is used)</i> Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:</p> <ol style="list-style-type: none"> <li>1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.</li> <li>2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.</li> </ol>
<b>Maximum Design Pressure:</b>	-52.5 psf (See General Limitations #9)





<b>Membrane Type:</b>	BUR
<b>Deck Type 3I:</b>	Concrete Decks, Insulated
<b>Deck Description:</b>	2500 psi structural concrete or concrete plank
<b>System Type B(2):</b>	Base layer of insulation mechanically fastened, optional top layer adhered with approved asphalt

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<b><u>Base Insulation Layer</u></b>	<b><u>Insulation Fasteners</u> <u>Table 3</u></b>	<b><u>Fastener</u> <u>Density/ft<sup>2</sup></u></b>
<b>FlintBoard ISO, FlintBoard<sub>H</sub> ISO, ENRGY 3, ACFoam-II, Multi-Max FA-3, H-Shield</b> <b>Minimum 1.5" thick</b>	<b>1, 4, 11, 13</b>	<b>1:1.33 ft<sup>2</sup></b>

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

<b><u>Top Insulation Layer</u></b>	<b><u>Insulation Fasteners</u> <u>Table 3</u></b>	<b><u>Fastener</u> <u>Density/ft<sup>2</sup></u></b>
<b>Fesco Board</b> <b>Minimum ¾" thick</b>	<b>N/A</b>	<b>N/A</b>
<b>Structodek High Density Fiberboard Roof Insulation</b> <b>Minimum ½" thick</b>	<b>N/A</b>	<b>N/A</b>

**Note:** Top layer of insulation shall be adhered with approved asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Composite insulation boards used as a top layer shall be installed with the polyisocyanurate face down.

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



**Surfacing:**

*(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design  
Pressure:**

-52.5 psf (For Fesco Board) (See General Limitation #7)

-67.5 psf (For Structodek High Density Fiberboard Roof Insulation) (See General Limitation #7)



**Membrane Type:** BUR  
**Deck Type 3I:** Concrete Decks, Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type C(1):** All layers of insulation simultaneously fastened

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<b><u>Base Insulation Layer (Optional)</u></b>	<b><u>Insulation Fasteners</u></b> <b><u>Table 3</u></b>	<b><u>Fastener</u></b> <b><u>Density/ft<sup>2</sup></u></b>
<b>Ultra-Max</b> <b>Minimum 1" thick</b>	N/A	N/A
<b>FlintBoard ISO, AC Foam-II</b> <b>Minimum 1.3" thick</b>	N/A	N/A
<b>FlintBoard<sub>H</sub> ISO, ENRGY 3, H-Shield</b> <b>Minimum 1.4" thick</b>	N/A	N/A
<b>Structodek High Density Fiberboard Roof Insulation</b> <b>Minimum ½" thick</b>	N/A	N/A
<b>Fesco Board</b> <b>Minimum ¾" thick</b>	N/A	N/A

**Note:** All layers shall be simultaneously attached; See top layer below for fasteners and density.

<b><u>Top Insulation Layer</u></b>	<b><u>Insulation Fasteners</u></b> <b><u>Table 3</u></b>	<b><u>Fastener</u></b> <b><u>Density/ft<sup>2</sup></u></b>
<b>ENRGY 3, H-Shield</b> <b>Minimum 1.4" thick</b>	1 4, 7, 8	1:3 ft <sup>2</sup> 1:4 ft <sup>2</sup>
<b>ISO 95+ GL</b> <b>Minimum 1.4" thick</b>	2 4, 7, 8	1:3 ft <sup>2</sup> 1:4 ft <sup>2</sup>
<b>Ultra-Max</b> <b>Minimum 1.5" thick</b>	1, 4, 7, 8, 11 or 13	1:2.9 ft <sup>2</sup>
<b>Fesco Board</b> <b>Minimum ¾" thick</b>	1, 4, 11 or 13	1:2 ft <sup>2</sup>
<b>Structodek High Density Fiberboard Roof Insulation</b> <b>Minimum ½" thick</b>	1, 4, 11 or 13	1:2 ft <sup>2</sup>



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

- Base Sheet:  
(Optional)** Install one ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet directly over the top layer of insulation. Adhere with any approved mopping asphalt at an application rate of 20-35 lbs./sq. (See General Limitation #4)
- Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered to the base sheet with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.
- Cap Sheet:  
(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.
- Surfacing:** *(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:
1. Gravel or slag applied at 400 lb./sq. and 300 lb./sq. respectively in a flood coat of approved asphalt at 60 lb./sq.
  2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.
- Maximum Design Pressure:** -52.5 psf (See General Limitations #9)



**Membrane Type:** BUR  
**Deck Type 3I:** Concrete Decks, Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type C(2):** All layers of insulation simultaneously fastened

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<u>Insulation Layer</u>	<u>Insulation Fasteners</u> <u>(Table 3)</u>	<u>Fastener</u> <u>Density/ft<sup>2</sup></u>
FlintBoard ISO, FlintBoard <sub>H</sub> ISO, ACFoam-II, ENRGY 3, Multi-Max FA-3, H-Shield Minimum 1.5" thick	1, 3, 4, 11 or 13	1:1.33 ft <sup>2</sup>

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

**Base Sheet:** One ply of Black Diamond Base Sheet or Flintlastic Ultra Glass SA self-adhered.

**Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Cap Sheet:**  
**(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Surfacing:** *(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design Pressure:** -52.5 psf (See General Limitation #7)



**Membrane Type:** BUR  
**Deck Type 3I:** Concrete Decks, Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type D:** All layers of insulation and base sheet simultaneously attached

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

<b><u>Base Insulation Layer</u></b>	<b><u>Insulation Fasteners</u> <u>Table 3</u></b>	<b><u>Fastener</u> <u>Density/ft<sup>2</sup></u></b>
<b>FlintBoard ISO, FlintBoard<sub>H</sub> ISO, AC Foam-II, ENRGY 3, ENRGY 3 25 PSI, H-Shield</b> <b>Minimum 1.5" thick</b>	N/A	N/A
<b><u>Top Insulation Layer (Optional)</u></b>	<b><u>Insulation Fasteners</u> <u>Table 3</u></b>	<b><u>Fastener</u> <u>Density/ft<sup>2</sup></u></b>
<b>Fesco Board</b> <b>Minimum ¾" thick</b>	N/A	N/A
<b>Structodek High Density Fiberboard Roof Insulation</b> <b>Minimum ½" thick</b>	N/A	N/A
<b>DensDeck, DensDeck Prime</b> <b>Minimum ¾" thick</b>	N/A	N/A

**Note: Optional top layer shall have preliminary attachment, prior to the installation of the base/anchor sheet, at a minimum application rate of two fasteners per board for insulation boards having no dimension greater than 4 ft., and four fasteners for any insulation board having no dimension greater than 8 ft. All layers of insulation and base sheet shall be simultaneously fastened. See base/anchor sheet below for fasteners and density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.**

**Base Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Yosemite Venting Base Sheet mechanically attached as below.

**Fastening:** OMG #14 Roofgrip and OMG 3 in. Ribbed Galvalume Plates, Dekfast DF-#14-PH3 fasteners with Dekfast PLT-H-2-7/8 Plate, FlintFast #14 fasteners with FlintFast 3" Insulation Plate or Trufast #14 HD Fastener with Trufast 3" Metal Insulation Plates at a 4" side lap 6" o.c. and two rows staggered in the center of the sheet, 6" o.c.

**Ply Sheet:** *(Optional if Cap Sheet used)* One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.



**Cap Sheet:  
(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Surfacing:** *(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design  
Pressure:** -67.5 psf (See General Limitation #7)



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**Membrane Type:** BUR  
**Deck Type 3:** Concrete Decks, Non-Insulated  
**Deck Description:** 2500 psi structural concrete or concrete plank  
**System Type F:** Base sheet adhered with approved asphalt

**All General and System Limitations apply.**

One or more layers of any of the following insulations:

**Base Sheet:** Install one or more plies of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or Glasbase Base Sheet directly to the concrete substrate. Adhere with any approved mopping asphalt at an application rate of 20-35 lbs./sq., or spot or strip mopped as detailed in this approval; see General Limitation #4

**Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered with approved mopping asphalt applied within the EVT range and at a rate of 20-35 lbs./sq.

**Cap Sheet:  
(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Surfacing:** *(Required if no cap sheet is used)* Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

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

**Maximum Design  
Pressure:** -235 psf (See General Limitation #9)



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Expiration Date: 05/19/23  
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## CONCRETE DECK SYSTEM LIMITATIONS:

1. If mechanical attachment to the structural deck through the lightweight insulating concrete is proposed, a field withdrawal resistance testing shall be performed to determine equivalent or enhanced fastener patterns and density. All testing and fastening design shall be in compliance with Testing Application Standard TAS 105 and Roofing Application Standard RAS 117, calculations shall be signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant.

## GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance, refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Insulation may be installed in multiple layers. The first layer shall be attached in compliance with Product Control Approval guidelines. All other layers shall be adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq., or mechanically attached using the fastening pattern of the top layer
3. All standard panel sizes are acceptable for mechanical attachment. When applied in approved asphalt, panel size shall be 4' x 4' maximum.
4. An overlay and/or recovery board insulation panel is required on all applications over closed cell foam insulations when the base sheet is fully mopped. If no recovery board is used the base sheet shall be applied using spot mopping with approved asphalt, 12" diameter circles, 24" o.c.; or strip mopped 8" ribbons in three rows, one at each side lap and one down the center of the sheet allowing a continuous area of ventilation. Encircling of the strips is not acceptable. A 6" break shall be placed every 12' in each ribbon to allow cross ventilation. Asphalt application of either system shall be at a minimum rate of 12 lbs./sq.

**Note: Spot attached systems shall be limited to a maximum design pressure of -45 psf.**

5. Fastener spacing for insulation attachment is based on a Minimum Characteristic Force (F') value of 275 lbf., as tested in compliance with Testing Application Standard TAS 105. If the fastener value, as field-tested, are below 275 lbf. insulation attachment shall not be acceptable.
6. Fastener spacing for mechanical attachment of anchor/base sheet or membrane attachment is based on a minimum fastener resistance value in conjunction with the maximum design value listed within a specific system. Should the fastener resistance be less than that required, as determined by the Building Official, a revised fastener spacing, prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant may be submitted. Said revised fastener spacing shall utilize the withdrawal resistance value taken from Testing Application Standards TAS 105 and calculations in compliance with Roofing Application Standard RAS 117.
7. Perimeter and corner areas shall comply with the enhanced uplift pressure requirements of these areas. Fastener densities shall be increased for both insulation and base sheet as calculated in compliance with Roofing Application Standard RAS 117. Calculations prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant **(When this limitation is specifically referred within this NOA, General Limitation #9 will not be applicable.)**
8. All attachment and sizing of perimeter nailers, metal profile, and/or flashing termination designs shall conform to Roofing Application Standard RAS 111 and applicable wind load requirements.
9. The maximum designed pressure limitation listed shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners). **(When this limitation is specifically referred within this NOA, General Limitation #7 will not be applicable.)**
- 10 All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

**END OF THIS ACCEPTANCE**



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

## NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY  
PRODUCT CONTROL SECTION

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

[www.miamidade.gov/economy](http://www.miamidade.gov/economy)

**CertainTeed Corporation**  
**20 Moores Road**  
**Malvern, PA 19355**

### SCOPE:

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

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

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

### DESCRIPTION: CertainTeed Conventional Built-Up-Roof System over Lightweight Concrete Decks.

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

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

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

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

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

This NOA renews and revises NOA No. 13-0204.08 and consists of pages 1 through 10.  
The submitted documentation was reviewed by Alex Tigera.



NOA No.: 16-0322.19  
Expiration Date: 04/28/18  
Approval Date: 02/01/18  
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## ROOFING SYSTEM APPROVAL

**Category:** Roofing  
**Sub-Category:** Built-Up Roofing  
**Material:** Fiberglass  
**Deck Type:** Lightweight Concrete  
**Maximum Design Pressure:** -52.5 psf

### TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Flintglas Ply 4	36" x 164'7"; Roll weight: 40/55 lbs. (5 squares)	ASTM D2178 Type IV UL Type G1	Fiberglass, asphalt impregnated ply sheet.
Flintglas Premium Ply 6	39 3/8" x 164'7"; Roll weight: 40 lbs. (5 squares)	ASTM D2178, Type VI UL Type G1	Fiberglass, asphalt impregnated ply sheet.
Flintglas® MS Cap CoolStar	36" X 32'10"; Roll Weight: 78 lbs. (1 square)	ASTM D3909 UL Type G3	Asphalt impregnated and coated inorganic glass fiber surfaced with mineral granules used as the top ply in conventional built-up roof membranes. Covered with reflective CoolStar Coating.
Flintglas® MS Cap Sheet	36" X 32'10"; Roll Weight: 78 lbs. (1 square)	ASTM D3909 UL Type G3	Asphalt impregnated and coated inorganic glass fiber surfaced with mineral granules used as the top ply in conventional built-up roof membranes.
All Weather/Empire Base Sheet	36" x 65'10"; Roll weight: 86 lbs. (2 squares)	ASTM D4601 Type II	SBS modified, fiberglass reinforced base/ply sheet.
Flexiglas Base Sheet	36" x 98'9"; Roll weight: 90 lbs. (3 squares)	ASTM D4601 Type II	SBS modified, fiberglass reinforced base/ply sheet.
Flintlastic Poly SMS Base Sheet	39 3/8" x 64'4"; Roll weight: 90 lbs. (2 squares)	ASTM D4601 Type II	SBS modified, polyester reinforced base/ply sheet.
Glasbase Base Sheet	36" x 98'9"; Roll weight: 69 lbs. (3 squares)	ASTM D4601 Type II	Asphalt coated, fiberglass reinforced base/ply sheet.
Flintlastic Base 20	36" x 98'9"; Roll weight: 90 lbs. (3 squares)	ASTM D6163 Grade S Type I	SBS modified, fiberglass reinforced base/ply sheet.



**TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:****TABLE 1**

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
Flintlastic Ultra Poly SMS Base Sheet	39 3/8" x 32' 10"	ASTM D6164 Grade S Type I	SBS modified, polyester reinforced base/ply sheet.

**APPROVED INSULATIONS:****TABLE 2**

<u>Product Name</u>	<u>Product Description</u>	<u>Manufacturer (With Current NOA)</u>
FlintBoard ISO	Polyisocyanurate foam insulation	CertainTeed Corporation
FlintBoard <sub>H</sub> ISO	Polyisocyanurate foam insulation	CertainTeed Corporation
ACFoam-II	Polyisocyanurate foam insulation	Atlas Roofing Corporation
DensDeck, DensDeck Prime	Water resistant gypsum board	Georgia Pacific Gypsum LLC
H-Shield	Polyisocyanurate foam insulation	Hunter Panels, LLC.
ENRGY 3	Polyisocyanurate foam insulation	Johns Manville Corp.
Ultra-Max	Polyisocyanurate roof insulation	RMax Operating, LLC.
Structodek High Density Fiberboard Insulation	High Density Wood Fiber insulation board.	Blue Ridge Fiberboard, Inc.
EnergyGuard™ Perlite Roof Insulation	Perlite insulation board	GAF
Fesco Board	Expanded perlite and fiber insulation	Johns Manville Corp.

**APPROVED FASTENERS:****TABLE 3**

<u>Fastener Number</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Dimensions</u>	<u>Manufacturer (With Current NOA)</u>
1.	Trufast FM-90 Base Sheet Fastener	Base ply fastening systems for lightweight concrete decks.	2.7" x 1.7"	Altenloh, Brinck & Co. U.S., Inc.
2.	CR Assembled Base Sheet Fastener (1.7")	Fastener assembly for Base Sheet fastening only	1.125" x 1.75" 2.75" Galvalume steel stress plate	OMG, Inc.

**EVIDENCE SUBMITTED:**

<u>Test Agency/Identifier</u>	<u>Name</u>	<u>Report</u>	<u>Date</u>
Trinity ERD	TAS 117 (B)	3503.10.06	10/10/06
	TAS 117 (B)	O6490.04.07-R1	06/27/07
	TAS 117 (B)/ ASTM D6862	C8500SC.11.07	11/30/07
	TAS 114	C8370.08.08	08/19/08
	ASTM Physical Properties	C10080.09.08-R4	03/25/10
	ASTM D4601	C40050.09.12-1	09/28/12
	ASTM D3909	C44200.03.13	03/22/13
	ASTM D2178	C47250.03.14	03/26/14
	ASTM D1876	C35460.05.11-R1	05/20/15
	ASTM D3909	CTR-SC11145.09.16-2A	09/19/16
	ASTM D4601	CTR-SC11145.09.16-3A	09/19/16
Factory Mutual Research Corp.	FMRC 4470	J.I. #3Y8A1.AM	03/23/96
	FMRC 4454	J.I. 0D3A3.AM	04/04/97
	FMRC 4470	J.I. 1D7A4.AM	11/09/98
	FMRC 4470	J.I. 2D0A0.AM	12/23/98
Underwriters Laboratories, Inc.	UL 790	R11656	01/11/13
PRI Construction Materials Technologies LLC	ASTM D6163	CTC-066-02-01	08/09/11
	ASTM D2178	CTC-123-02-01	03/13/12
	ASTM D4601	CTC-124-02-01	03/13/12
	ASTM D4601	CTC-127-02-01	03/13/12

## APPROVED ASSEMBLIES

- Deck Type 4I:** Lightweight Concrete, Insulated
- Deck Description:** Concrecel, Mearlcrete or Elastizell Cellular Lightweight Concrete over structural concrete. (Deck System Limitations Apply.)
- System Type A:** Anchor sheet mechanically fastened, one or more layer of insulation adhered with approved asphalt.

**All General and System limitations apply.**

- LWC Deck:** Minimum 160 psi, Elastizell Lightweight Insulating Concrete is applied with an 1/8" slurry coat followed by a 2" Star-R-Foam Gripper-HB or 1/12" Apache Holey Board. Apply a minimum 2" thick top coat of Elastizell Lightweight Insulating concrete.
- Or
- Minimum 200 psi, Mearlcrete is applied with an 1/8" slurry coat followed by minimum 1-1/2" thick Holey Board or EPS Insulation. Followed by a minimum 2" thick top coat of Mearlcrete or Elastizell is placed over the insulation
- Or
- Minimum 400 psi, Concrecel Bonding agent applied to the deck at rate 600 ft<sup>2</sup>/gal. followed by a slurry-coat of insulating concrete 1/4" thick above the top flange followed by a minimum 1" thick holey board and allowed to cure overnight. The following day a minimum 2 1/4" top coat Concrecel Concrete is placed. After an additional cure time of 24 hours, Concrecel Curing Compound was roller applied at a rate of 600 ft<sup>2</sup>/gal.

- Base Sheet Options:** (Elastizell; Option #1) One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintastic Base 20 or Flintlastic Poly SMS Base Sheet mechanically attached to the deck using Trufast FM-90 Base Sheet Fastener spaced 7" o.c. in the 4" side lap and 7" o.c. in two evenly divided, staggered rows in the center of the sheet.  
*(Maximum Design Pressure –45 psf, See General Limitation #7.)*
- (Concrecel or Mearlcrete; Option #2.) One ply of All Weather/Empire Base Sheet or Glasbase Base Sheet mechanically attached to the deck using OMG CR Assembled Base Sheet Fastener (1.7") spaced 7" o.c. in the 4" side lap and 7" o.c. in two evenly divided, staggered rows in the center of the sheet.  
*(Maximum Design Pressure –52.5 psf, See General Limitation #7.)*

One or more layers of any of the following insulations:





<b><u>Base Insulation Layer</u></b>	<b><u>Insulation Fasteners</u></b>	<b><u>Fastener Density/ft<sup>2</sup></u></b>
<b>ACFoam-II, ENRGY 3, Ultra-Max, H-Shield</b> <b>Minimum 1" thick</b>	N/A	N/A
<b>Structodek High Density Fiberboard Insulation</b> <b>Minimum ½" thick</b>	N/A	N/A
<b>Fesco Board or EnergyGuard™ Perlite Roof Insulation</b> <b>Minimum ¾" thick</b>	N/A	N/A
<b>DensDeck, DensDeck Prime</b> <b>Minimum ¾" thick</b>	N/A	N/A

<b><u>(Optional) Top Insulation Layer</u></b>	<b><u>Insulation Fasteners</u></b>	<b><u>Fastener Density/ft<sup>2</sup></u></b>
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**Any Insulation listed for Base Layer, above.**

**Note:** All insulation shall be adhered to the anchor sheet in full mopping of approved hot asphalt within the EVT range and at a rate of 20-40 lbs./100 ft<sup>2</sup>. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Insulation listed as base layer only shall be used only as base layers with a second layer of approved top layer insulation installed as the final membrane substrate. Composite insulation panels may be used as a top layer placed with the polyisocyanurate side facing down.

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

**Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Cap Sheet:** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Surfacing:** (Required if no cap sheet is used) Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

1. Flood coat of hot asphalt with an application rate of 60 lbs./sq. ± 20%; plus gravel or slag with an application rate of 400 lbs./sq. & 300 lbs./sq., respectively.
2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.

**Maximum Design Pressure:** See fastening requirements above



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**Deck Type 4:** Lightweight Concrete, Non-Insulated  
**Deck Description:** Concrecel, Mearlcrete or Elastizell Cellular Lightweight Concrete over structural concrete.  
(Deck System Limitations Apply.)  
**System Type E:** Base sheet mechanically fastened.

**All General and System limitations apply.**

**LWC Deck:** Minimum 160 psi, Elastizell Lightweight Insulating Concrete is applied with an 1/8" slurry coat followed by a 2" Star-R-Foam Gripper-HB or 1/12" Apache Holey Board. Apply a minimum 2" thick top coat of Elastizell Lightweight Insulating concrete.  
Or  
Minimum 200 psi, Mearlcrete is applied with an 1/8" slurry coat followed by minimum 1-1/2" thick Holey Board or EPS Insulation. Followed by a minimum 2" thick top coat of Mearlcrete or Elastizell is placed over the insulation  
Or  
Minimum 400 psi, Concrecel Bonding agent applied to the deck at rate 600 ft<sup>2</sup>/gal. followed by a slurry-coat of insulating concrete 1/4" thick above the top flange followed by a minimum 1" thick holey board and allowed to cure overnight. The following day a minimum 2 1/4" top coat Concrecel Concrete is placed. After an additional cure time of 24 hours, Concrecel Curing Compound was roller applied at a rate of 600 ft<sup>2</sup>/gal.

**Base Sheet Options:** (Elastizell; Option #1) One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20 or Flintlastic Poly SMS Base Sheet mechanically attached to the deck using Trufast FM-90 Base Sheet Fastener spaced 7" o.c. in the 4" side lap and 7" o.c. in two evenly divided, staggered rows in the center of the sheet.  
*(Maximum Design Pressure –45 psf, See General Limitation #7.)*  
(Concrecel or Mearlcrete; Option #2.) One ply of All Weather/Empire Base Sheet or Glasbase Base Sheet mechanically attached to the deck using OMG CR Assembled Base Sheet Fastener (1.7") spaced 7" o.c. in the 4" side lap and 7" o.c. in two evenly divided, staggered rows in the center of the sheet.  
*(Maximum Design Pressure –52.5 psf, See General Limitation #7.)*

**Ply Sheet:** One ply of All Weather/Empire Base Sheet, Flexiglas Base Sheet, Flintlastic Base 20, Flintlastic Poly SMS Base Sheet, Flintlastic Ultra Poly SMS Base Sheet or two or more plies of Flintglas Ply Sheet 4 or Flintglas Premium Ply 6 adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.

**Cap Sheet:  
(Optional)** One ply of Flintglas MS Cap Sheet or Flintglas MS Cap CoolStar adhered in a full mopping of approved asphalt at an application rate of 20-35 lbs./sq.



**Surfacing:**

(Required if no cap sheet is used) Any coating, listed below, used as a surfacing, must be listed within a current NOA. Install one of the following:

1. Flood coat of hot asphalt with an application rate of 60 lbs./sq.  $\pm$  20%; plus gravel or slag with an application rate of 400 lbs./sq. & 300 lbs./sq., respectively.
2. A two part coating consisting of a base coat of APOC #300 Non-Fibered Emulsion at rate of 3 gal./sq.; surfaced with 1 gal./sq. APOC#212 Fibered Aluminum Roof Coating.

**Maximum Design  
Pressure:**

See fastening requirements above



### **LIGHTWEIGHT INSULATING CONCRETE SYSTEM LIMITATIONS:**

1. If mechanical attachment to the structural deck through the lightweight insulating concrete is proposed, a field withdrawal resistance testing shall be performed to determine equivalent or enhanced fastener patterns and density. All testing and fastening design shall be in compliance with Testing Application Standard TAS 105 and Roofing Application Standard RAS 117; calculations shall be signed and sealed by a Florida Registered Engineer, Architect, or Registered Roof Consultant.
2. For steel deck application where specific deck construction is not referenced: The deck shall be a minimum 22 gage attached with 5/8" puddle welds with weld washers at every flute with maximum deck spans of 5 ft. o.c.
3. For systems where specific lightweight insulating concrete is not referenced, the minimum design mix shall be a minimum of 300 psi.



## GENERAL LIMITATIONS:

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

## END OF THIS ACCEPTANCE

<b>Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion</b>
---

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**


---

By: \_\_\_\_\_  
Signature

---

Name and Title

---

Street Address

---

City, State, Zip

---

Date

---

Sub-Recipient's Name

---

DEM Contract Number

---

FEMA Project Number

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b> _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee _____ Tier _____, if Known:   <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:    <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	



## **EXHIBIT A**

### **ELECTRONIC CODE OF FEDERAL REGULATIONS e-CFR data is current as of October 14, 2016**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part

200 Title 2: Grants and Agreements

### **PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

#### **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 §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

##### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(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 cost-effective 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.

(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 §200.213 Suspension and debarment.

(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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. 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.

(b) 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.

(c) 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.

(d) 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price 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 bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

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

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

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

(iii) 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.

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

(i) Bids must be solicited from an adequate number of known suppliers, 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;

(ii) 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;

(iii) 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;

(iv) 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

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

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor 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 are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

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

(2) The public exigency or emergency for the requirement will not permit a delay resulting

from competitive solicitation;

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

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

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§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 (1) through (5) of this section.

**§200.322 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 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—Cost Principles 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.

**§200.324 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.

#### **§200.325 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 obligations 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.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. 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 §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

## **EXHIBIT B**

### **FHWA 1273 - REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

FHWA-1273 -- Revised May  
1, 2012

#### **REQUIRED CONTRACT PROVISIONS**

##### **FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for

#### **Lobbying ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are

treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

1. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
2. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
3. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**4. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**5. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**6. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**7. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**9. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.



**10. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5

“Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

## **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The

Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of

the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **Apprentices (programs of the USDOL)**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**Equal employment opportunity**

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**Apprentices and Trainees (programs of the U.S. DOT)**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **Certification of eligibility**

- By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** 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. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency 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 the 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. **Subcontracts.** The 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.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or

any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to

participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedied, including suspension and/or debarment.

**Certifications regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower**

**Tier Participants:**

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XL. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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 ay Federal agency, a Member of Congress, an officer or employee of Congress or any 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.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.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.

d. 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.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work



[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)
[Schedule](#) [Task](#) [Note](#)
[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)

### Bid #PSPW-19-14 - Rebid Of Roof Replacements For The Hazard Mitigation Grant

**Time Left** Bid has ended.**Bid Started** Dec 10, 2019 6:30:22 PM EST**Bid Ended** This bid closed on Jan 21, 2020 2:00:00 PM EST**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))**Notifications**[Report \(Bidder Activity\)](#)**# of suppliers that viewed**66 [View](#)**Q & A**[Questions & Answers](#)

Questions: 1

Q&amp;A Deadline: Jan 7, 2020 8:30:00 PM EST

**Bid Classifications** [Classification Codes](#)**Required Vendor Qualifications** PP-SWORN, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL**Bid Regions** [Regions](#)**Bid Contact** [see contact information](#)**Pre-Bid Conference(s)** Dec 18, 2019 10:00:00 AM EST**Attendance is mandatory**

Location: The meeting will start in the Public Services Conference room located at 8300 South Palm Drive, Pembroke Pines FL 33025, and vendors will proceed to the remaining locations at the direction of the Public Services staff in attendance.

[Transcript](#) [Attendance](#)**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid**View Rules** Click here to [change](#) the rules for this bid.**Best and Final Offer:** [Create](#)

### Approval

**View Approval Flow** [View Approval Flow](#)**Approval Status** Approved

### Bid Comments

**Contract Duration** One Time Purchase**Contract Renewal** Not Applicable**Prices Good for** 90 days**Budgeted Amount** \$0.00 ([change](#))**Standard Disclaimer** Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync 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 the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync 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 their support line at 1-800-990-9339 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" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.


**Bid Comments** The City of Pembroke Pines is seeking proposals from qualified firms to replace the roofs of various city buildings.

Documents

Select All | Select None | Download Selected

☐

1.




[PSPW-19-14 Rebid of Roof Replacements for Hazard Mitigation Grant.pdf](#)

[\[download\]](#)

☐

3.




[Attachment B - Non-Collusive Affidavit](#)

[\[download\]](#)

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5.




[Attachment D - Sample Insurance Certificate.pdf](#)

[\[download\]](#)

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7.




[Attachment F - References Form](#)

[\[download\]](#)

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9.




[Attachment H - Standard Release of Lien.pdf](#)

[\[download\]](#)

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11.




[Attachment J - Homeland Securitys E-Verify System Affirmation Statement.pdf](#)

[\[download\]](#)

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13.




[Attachment L - Notices of Acceptance.pdf](#)

[\[download\]](#)

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15.




[Standard Form LLL - Disclosure Form to Report Lobbying.pdf](#)

[\[download\]](#)

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17.




[Exhibit B - FHWA 1273 - Required Contract Provisions Federal-Aid Construction Contracts.pdf](#)

[\[download\]](#)

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2.




[Attachment A - Contact Information Form.docx](#)

[\[download\]](#)

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4.




[Attachment C - Proposers Qualifications Statement](#)

[\[download\]](#)

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6.




[Attachment E - Re-Roofing Specimen Contract.pdf](#)

[\[download\]](#)

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8.




[Attachment G - Mandatory Pre-Bid Site Visit Confirmation.pdf](#)

[\[download\]](#)

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10.




[Attachment I - Certification Regarding Lobbying, Debarment, Suspension, Etc.pdf](#)

[\[download\]](#)

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12.




[Attachment K - Field Withdrawal Resistance Tests.pdf](#)

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14.




[Attachment M - Certification Regarding Debarment.pdf](#)

[\[download\]](#)


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16.



[Exhibit A - 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.pdf](#)

[\[download\]](#)

 = Included in Bid Packet

 = Excluded from Bid Packet

Items	
<div><div><div></div></div><div>Fire Station 101</div></div>	<a href="#">[Description]</a>
<div><div><div></div></div><div>Fire Station 99</div></div>	<a href="#">[Description]</a>
<div><div><div></div></div><div>Fire Station 79</div></div>	<a href="#">[Description]</a>
<div><div><div></div></div><div>Fire Station 33</div></div>	<a href="#">[Description]</a>
<div><div><div></div></div><div>West Police Sub Station</div></div>	<a href="#">[Description]</a>

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)



**Question and Answers for Bid #PSPW-19-14 - Rebid of Roof Replacements for the Hazard Mitigation Grant**[Create New Question](#)

Question Deadline: Jan 7, 2020 8:30:00 PM EST

**Overall Bid Questions****Question 1**

Site Visit request:

Could you please schedule a site visit between January 6th to January 10th for the following building:

West Police Sub Station (Submitted: Dec 29, 2019 11:26:01 AM EST)

**Answer**

- The Public Services Department will hold an additional non-mandatory Site Visit.

Date:

Monday January 6, 2020 \*\*Contractors must arrive by 9:00

[edit](#)

Location:

Pines Recreation Center North Concession Stand

7400 Pines Blvd. Pembroke Pines FL 33024

Various Site visits to other locations will be scheduled at that time.

Contractors must arrive on time in order to participate. (Answered: Dec 30, 2019 4:44:51 PM EST)

Add to Answer:

[Submit](#)**Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)**