

# Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center

## Invitation for Bids # PSPW-20-08

| General Information                  |                                 |                 |  |
|--------------------------------------|---------------------------------|-----------------|--|
| Project Cost Estimate                | \$300,000                       | See Section 1.4 |  |
| Project Timeline                     | 90 calendar days from NTP       | See Section 1.4 |  |
| Evaluation of Proposals              | Staff                           | See Section 1.7 |  |
| Mandatory Pre-Bid Meeting            | 10:00 a.m. on August 18, 2020   | See Section 1.8 |  |
|                                      | located at the Carl Shechter    |                 |  |
|                                      | Southwest Focal Point Community |                 |  |
|                                      | Center, 301 NW 103rd Avenue     |                 |  |
|                                      | Pembroke Pines, FL 33026.       |                 |  |
| Question Due Date                    | August 24, 2020                 | See Section 1.8 |  |
| Proposals will be accepted until     | 2:00 p.m. on September 8, 2020  | See Section 1.8 |  |
| 5% Proposal Security / Bid Bond      | Required in the event that the  | See Section 4.1 |  |
|                                      | proposal exceeds \$200,000      |                 |  |
| 100% Payment and Performance Bonds   | Required in the event that the  | See Section 4.2 |  |
|                                      | proposal exceeds \$200,000      |                 |  |
| Grant or Federal Funding Information | CDBG Community Development      | See Section 1.2 |  |
|                                      | Block Grant Federal Funding     |                 |  |

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



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### **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

### IFB # PSPW-20-08 Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center

Solicitations may be obtained from the City of Pembroke Pines website at <a href="http://www.ppines.com/index.aspx?NID=667">http://www.ppines.com/index.aspx?NID=667</a> and on the <a href="www.BidSync.com">www.BidSync.com</a> 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 <a href="mailto:purchasing@ppines.com">purchasing@ppines.com</a>. 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. 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, September 8, 2020.** Proposals must be **submitted electronically at <u>www.BidSync.com</u>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 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, for replacement of exterior windows, pedestrian doors as necessary at the referenced locations in accordance with the terms, conditions, and specifications contained in this solicitation.

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



### 1.3 SCOPE OF WORK

### 1.3.1 GENERAL CONDITIONS

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

- 1. Contractor will be required to schedule all work with the Project Manager.
- 2. The work must be performed Monday through Thursday or as approved by Project Manager to not interfere with ongoing facility operations.
- 3. Any use of existing parking areas shall be requested in advance.
- 4. Contractor's use of premises:
  - Contractor shall limit their use on the premises for work and storage, to allow for owner's occupancy
  - Contractor shall coordinate use of premises under direction of Owner representative, assume full responsibility for the protection and safe-keeping of products under this contract stored on-site, and move any stored products under Contractor's control which interfere with operations of the owner.

### 1.3.2 DEMOLITION WORK

- 1. Contractor to remove existing window and exterior doors assemblies along with accordion shutters and dispose of at the City's discretion.
- 2. Contractor shall be responsible to remove all debris from the site daily.
- 3. Contractor must not allow materials and debris generated daily to be disposed of in an illegal manner.
- 4. Demolish as required to accomplish work. All required demolition shall be included in the base bid package submitted by the contractor.
- 5. The contractor must be careful to maintain security alarms, and other existing conditions for all parts of items to remain.
- 6. Contractor shall take proper care to protect and close off work area as required for normal facility operation.
- 7. Building will be occupied during the demolition.

### 1.3.3 <u>NEW WORK</u>

- 1. Install new impact window and door assemblies as required.
- 2. All impact resistant glass shall be a minimum Low-E 366 with factory applied tint.
- 3. Owner will provide construction drawings which include the approved window and door pressures.
- 4. Contractor shall use the attached product NOAs or may submit a proposed alternate for city's review and approval.



- 5. Contractor shall, besides the attached engineered drawings and specs, provide all required documents, like shop drawings and NOA's necessary to obtain a permit and provide submittals for approval by the project manager and engineer on record as required for normal project execution.
- 6. Replace pedestrian doors as necessary per each location. All doors are to include Von Duprin closers and concealed vertical devices per code.
- 7. Contractor shall provide key cylinders a minimum of 2 weeks in advance for Owner to rekey prior to Contractor's installation.
- 8. Contractor shall use key way cylinder Schlage Everest T for all Doors.
- 9. Frame color to match existing.
- 10. All windows and or doors removed, shall have the new assemblies installed before end of work day to ensure that building can be locked up.
- 11. Any repairs required around the windows or doors due to replacement of such, shall be done by the contractor to include but not limited to, drywall, stucco, paint, polyurethane sealant, etc.
- 12. Contractor is responsible for acquiring permit and calling in all necessary inspections.

### 1.3.4 WARRANTY

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

### 1.4 PROJECT COST ESTIMATE & TIMELINE

The estimated total cost for this group of projects is \$300,000, which does not include permit costs.

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

The work shall be completed within time frame below from issuance of City's Notice to Proceed.

| Locations and Addresses                              | Impact<br>windows | Pedestrian<br>doors | Cost<br>Estimate | Calendar<br>days from<br>NTP to<br>Completion |
|--|-------------------|---------------------|------------------|---|
| Carl Shechter Southwest Focal Point Community Center |                   | _                   | \$275,000        | 90  |
| 301 NW 103rd Ave. Pembroke<br>Pines FL 33026         | <b>V</b>          | <b>√</b>            |                  |   |



| Carl Shechter Southwest Focal Point Community Center "Rotunda" | <b>√</b> | N/A | \$25,000 | 90 |
|--|----------|-----|----------|----|
| 301 NW 103rd Ave. Pembroke<br>Pines FL 33026                   |          |     |          |    |

### **1.4.1 PERMITS**

The City anticipates this project to require the following permits:

| Permit   | Agency   | Cost (or related method of calculation)                           |
|----------|--|---|
| 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 <u>www.bidsync.com</u> website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.



### 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 <a href="https://www.bidsync.com">www.bidsync.com</a> 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 Proposal Security (Bid Bond Form or Cashier's Check)

a. Each Proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly



executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync.
- d. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as nonresponsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY IFB # PSPW-20-08 Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center" 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 resubmit the forms each time they bid on a City project.

<u>Furthermore</u>, 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 Local Business Tax Receipts

### 1.6.5 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

### 1.6.6 Equal Benefits Certification Form

### 1.6.7 Vendor Drug-Free Workplace Certification Form

### **1.6.8 Scrutinized Company Certification**

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

#### a. **Lobbying:**

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

### b. Debarment, Suspension and Other Responsibility Matters:

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

### 1.6.10 E-Verify System Certification Statement

a. The State of Florida, Executive Order 11-116, requires the City, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the City is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees and provide the E-Verify System Certification, certifying that it will enroll and participate in the E-Verify Program.

### **1.6.11 Minority-Owned Business Enterprise**

### 1.6.12 Woman-Owned Business Enterprise

### 1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

### 1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

### 1.8 TENTATIVE SCHEDULE OF EVENTS

| Event                                   | Time &/or Date                 |
|---|--------------------------------|
| Issuance of Solicitation (Posting Date) | August 11, 2020                |
| Mandatory Pre-Bid Meeting               | 10:00 a.m. on August 18, 2020  |
| Question Due Date                       | August 24, 2020                |
| Anticipated Date of Issuance for the    | August 27, 2020                |
| Addenda with Questions and Answers      |                                |
| Proposals will be accepted until        | 2:00 p.m. on September 8, 2020 |
| Proposals will be opened at             | 2:30 p.m. on September 8, 2020 |
| Evaluation of Proposals by Staff        | TBD                            |
| Recommendation of Contractor to         | TBD                            |
| City Commission award                   |                                |
| Issuance of Notice to Proceed           | TBD                            |



| Project Commencement | Not later than 10 days after NTP |
|----------------------|----------------------------------|
| Project Completion   | 90 days after NTP                |

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

There will be a mandatory scheduled pre-bid meeting on **August 18, 2020 at 10:00 a.m.** Meeting location will be at the Carl Shechter Southwest Focal Point Community Center, located at 301 NW 103rd Avenue, Pembroke Pines, FL 33026.

All vendors will be required to sign in at the meeting to show proof of attendance to the mandatory meeting. It is the vendor's responsibility to make sure that they sign in at the meeting.

Attendees shall adhere to any recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 that are applicable to any activity during the site visit. Recommendation may include, but are not limited to activities such as social distancing and wearing face coverings.

### 1.9 SUBMISSION REQUIREMENTS

Bids/proposals <u>must be submitted electronically</u> at <u>www.bidsync.com</u> on or before 2:00 p.m. on September 8, 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. <u>Unless otherwise</u> specified, the City requests for vendors to upload their documents as one (1) <u>PDF</u> 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 <u>DO NOT</u> 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-20-08 Replacement of Windows



& Doors to Impact Rated Material at SW Focal Point Center" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



# <u>SECTION 4 - SPECIAL TERMS &</u> 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-20-08 [Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center" 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) 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 protected must be by coinsurance. reinsurance. or other methods. 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. penal sum stated in each bond shall be 100% of the contract price. 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 bv the Contractor 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. 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 City's authorized approval of the representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Contingency expenses that were approved by the City's authorized representative.

#### 4.4 TAX SAVER PROGRAM

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

#### 4.5 RELEASE OF LIEN

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

# 4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste



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

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

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

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

# 4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

### A. 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 Order Number 11-116 Executive "Verification of Employment Status") to: (a) verify the employment eligibility of all new employees, hired by the contractor during the contract term; and (b) include in subcontracts the requirement that subcontractors performing work or providing services, pursuant to the state funded contract, utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor is also responsible for reporting 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. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

# C. 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.

# D. 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).

ΑII 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.

### E. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is <u>funded or</u> assisted under one or more Federal

**<u>statute</u>**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

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

In addition to the Davis-Bacon Act itself. Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans. loan guarantees, These "related Acts" involve insurance. 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.

#### F. 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.
- Subcontracts. The contractor or shall subcontractor 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.

# G. 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).

# H. 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).

#### I. 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.

#### J. 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 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.

### K. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

# L. 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;



### City of Pembroke Pines

- (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-20-08" titled "Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center" 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 <a href="https://www.bidsync.com">www.bidsync.com</a> as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

# 

### Attachment A

### B) Proposal Checklist

| Are all materials, freight, labor and warranties included? | Yes |
|--|-----|
|  |     |

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 |
|--|-----|
| Attachment B - Non-Collusive Affidavit   | Yes |
| Attachment C - Proposer's Completed Qualification Statement  | Yes |
| Attachment F - References Form   | Yes |
| 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 |

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 |
|---|-----|
| Form W-9 (Rev. October 2018)  | Yes |
| Sworn Statement on Public Entity Crimes Form  | Yes |
| Local Business Tax Receipts   | Yes |
| Veteran Owned Small Business Preference Certification   | Yes |
| Equal Benefits Certification Form   | Yes |
| Vendor Drug-Free Workplace Certification Form   | Yes |
| Scrutinized Company Certification   | Yes |
| Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds | Yes |
| E-Verify System Certification Statement   | Yes |
| Minority-Owned Business Enterprise  | Yes |
| Woman-Owned Business Enterprise   | Yes |
| HUBZone-Certified Small Businesses / Labor Surplus Area Firms   | Yes |



Attachment A

### 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.

| Carl Shechter Southwest Focal Point Community Center |                                   |               |
|--|-----------------------------------|---------------|
| 301 NW 103rd Ave. Pembroke Pines FL 33026            |                                   |               |
| Impact windows                                       | Price to be Submitted Via BidSync | Lump Sum Cost |
| Pedestrian doors                                     | Price to be Submitted Via BidSync | Lump Sum Cost |

| Carl Shechter Southwest Focal Point Community Center |                                   |               |
|--|-----------------------------------|---------------|
| "Rotunda"  |                                   |               |
| 301 NW 103rd Ave. Pembroke Pines FL 33026            |                                   |               |
| Impact windows                                       | Price to be Submitted Via BidSync | Lump Sum Cost |

| <b>Payment and Performance Bond</b>            |                      |         |
|--|----------------------|---------|
| <b>Cost to Provide Payment and Performance</b> | Percent to be        | Percent |
| Bond in the form of a percent of the overall   | <b>Submitted Via</b> |         |
| Proposed Cost for the project                  | BidSync              |         |

"General Decision Number: FL20200197 05/15/2020

Superseded General Decision Number: FL20190197

State: Florida

Construction Type: Building

County: Broward County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification | Number | Publication | Date |
|--------------|--------|-------------|------|
| 0            |        | 01/03/2020  |      |
| 1            |        | 02/21/2020  |      |
| 2            |        | 03/27/2020  |      |
| 3            |        | 05/15/2020  |      |

ASBE0060-001 03/02/2016

|  | Rates    | Fringes |  |
|--|----------|---------|--|
| ASBESTOS WORKER/HEAT & FROST INSULATOR | \$ 34.58 | 12.57   |  |
| CARP1809-001 06/01/2015                |          |         |  |
|  | Rates    | Fringes |  |

CARPENTER (Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation) ......\$ 25.95 \_\_\_\_\_\_

CARP1809-002 08/01/2016

|  | Rates  | Fringes   |
|--|--|---|
| CARPENTER: PILEDRIVERMAN   | \$ 25.20   | 10.36   |
| ELEC0728-008 03/01/2019  |  |   |
|  | Rates  | Fringes   |
| ELECTRICIAN (Including Low Voltage Wiring)   | \$ 32.63   | 12.23   |
| ELEV0071-002 01/01/2020  |  |   |
|  | Rates  | Fringes   |
| ELEVATOR MECHANIC  | \$ 45.91   | 34.765  |
| FOOTNOTE:  |  |   |
| A: Employer contributes 8% b<br>more of service or 6% basic h<br>years of service as Vacation<br>New Year's Day; Memorial Day;<br>Veteran's Day; Thanksgiving D<br>Thanksgiving; and Christmas D | ourly rate for Pay Credit; Independence ay; plus the | or 6 months to 5<br>Paid Holidays:<br>e Day; Labor Day; |
| ENGI0487-019 07/01/2016  |  |   |
|  | Rates  | Fringes   |
| OPERATOR: Backhoe/Excavator/Trackhoe ENGI0487-020 05/01/2016   | \$ 23.75   | 9.20  |
| ENG10467-020 03/01/2016  | Dalaa  | P. C. C. C.   |
|  | Rates  | Fringes   |
| OPERATOR: Concrete Pump  | \$ 26.04   | 9.23  |
| ENGI0487-021 07/01/2016  |  |   |
|  | Rates  | Fringes   |
| OPERATOR: Crane All Cranes 160 Ton Capacity and Over   | \$ 33.05   | 9.20  |
| All Cranes Over 15 Ton Capacity  |  | 9.20  |
| OPERATOR: Forklift   | \$ 23.25   | 9.20  |
| OPERATOR: Mechanic OPERATOR: Oiler   |  | 9.20<br>9.20  |
| IRON0272-001 10/01/2019  |  |   |
| INON0272 001 10/01/2019  | Dalaa  | P.C.  |
|  | Rates  | Fringes   |
| IRONWORKER, STRUCTURAL   |  | 11.99   |
| IRON0402-001 01/01/2019  |  |   |
|  | Rates  | Fringes   |
| IRONWORKER, ORNAMENTAL   | \$ 23.69   | 12.70   |

PLUM0719-002 09/01/2019 Rates Fringes 12.85 PLUMBER....\$ 29.85 PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday. PLUM0725-001 07/16/2018 Rates Fringes PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....\$ 35.63 \* SFFL0821-004 01/01/2020 Rates Fringes SPRINKLER FITTER (Fire Sprinklers).....\$ 29.18 19.75 SHEE0032-001 12/01/2013 Rates SHEET METAL WORKER, Includes HVAC Duct Installation.....\$ 23.50 12.18 SUFL2014-005 08/16/2016 Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 13.06 0.70 IRONWORKER, REINFORCING......\$ 17.72 0.00 LABORER: Common or General, 0.00 Including Cement Mason Tending...\$ 12.79 LABORER: Pipelayer.....\$ 13.56 1.34 OPERATOR: Bulldozer.....\$ 15.40 1.90 OPERATOR: Grader/Blade.....\$ 18.97 0.00 2.82 OPERATOR: Loader.....\$ 16.00 OPERATOR: Roller.....\$ 14.43 4.78 PAINTER: Brush, Roller and Spray.....\$ 16.00 3.48 4.77 ROOFER.....\$ 19.98 TILE SETTER....\$ 18.01 0.00 TRUCK DRIVER: Dump Truck......\$ 13.22 2.12

TRUCK DRIVER: Lowboy Truck.....\$ 14.24

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

\_\_\_\_\_\_

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can
- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division

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

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

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

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

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

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

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

\_\_\_\_\_

END OF GENERAL DECISION"

# **Business & Professional Regulation**







Product Approval Menu > Product or Application Search > Application List > Application Detail

FL20359-R2 Application Type Revision Code Version 2017 Application Status Approved

Comments Archived

Product Manufacturer Address/Phone/Email

Mr Glass Doors & Windows Inc.

8120 NW 84th St Medley, FL 33166 (305) 470-8284

ulises@mrglasswindows.com

Authorized Signature

Ulises Senaris

ulises@mrglasswindows.com

Technical Representative Address/Phone/Email

Quality Assurance Representative Address/Phone/Email

Category Subcategory

Windows Horizontal Slider

Compliance Method

Evaluation Report from a Florida Registered Architect or a Licensed Florida

Professional Engineer

Evaluation Report - Hardcopy Received

Florida Engineer or Architect Name who developed

the Evaluation Report

Florida License

Quality Assurance Entity

Quality Assurance Contract Expiration Date

Validated By

PE-70592

Javad Ahmad

Keystone Certifications, Inc.

08/27/2025 Ammad Riaz, P.E.

☑ Validation Checklist - Hardcopy Received

Certificate of Independence

FL20359 R2 COI SS-Series MG-300 Alum Horizontal Sliding Window

(LMI-SMI)-CI 2017.pdf

Referenced Standard and Year (of Standard)

Standard Year TAS 201 1994 TAS 202 1994 TAS 203 1994

Equivalence of Product Standards Certified By

Sections from the Code

Product Approval Method

Method 1 Option D

Date Submitted 01/15/2018 Date Validated 01/16/2018 Date Pending FBC Approval 01/21/2018 04/10/2018 Date Approved

#### **Summary of Products**

| FL # Model, Number or Name  |   | Description  |  |
|---|---|--|--|
| 20359.1   | Series MG-300 Aluminum Horizontal<br>Sliding Window | Large missile impact resistant aluminum horizontal sliding window.   |  |
| Limits of Use Approved for use in HVHZ: Yes Approved for use outside HVHZ: Yes Impact Resistant: Yes Design Pressure: +90/-140 Other: See attached drawing W16-26 for span vs. load combination and installation details. |   | Installation Instructions FL20359 R2 II SS-Series MG-300 Alum Horizontal Sliding Window (LMI)-2017 DWG W16-26.pdf Verified By: Javad Ahmad PE # 70592 Created by Independent Third Party: Yes Evaluation Reports FL20359 R2 AE SS-Series MG-300 Alum Horizontal Sliding Window (LMI) -PAE 2017.pdf Created by Independent Third Party: Yes |  |
| 20359.2   | Series MG-300 Aluminum Horizontal<br>Sliding Window | Small missile impact resistant aluminum horizontal sliding window.   |  |
| Limits of Use Approved for use in HVHZ: Yes Approved for use outside HVHZ: Yes Impact Resistant: Yes Design Pressure: +90/-140 Other: See attached drawing W16-28 for span vs. load combination and installation details. |   | Installation Instructions FL20359 R2 II SS-Series MG-300 Alum Horizontal Sliding Window(SMI)-2017 DWG W16-28.pdf Verified By: Javad Ahmad PE # 70592 Created by Independent Third Party: Yes Evaluation Reports FL20359 R2 AE SS-Series MG-300 Alum Horizontal Sliding Window(SMI)-PAE 2017.pdf Created by Independent Third Party: Yes    |  |





Contact Us :: 2601 Blair Stone Road, Tallahassee FL 32399 Phone: 850-487-1824

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Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. To determine if you are a licensee under Chapter 455, F.S., please click here.

Product Approval Accepts:

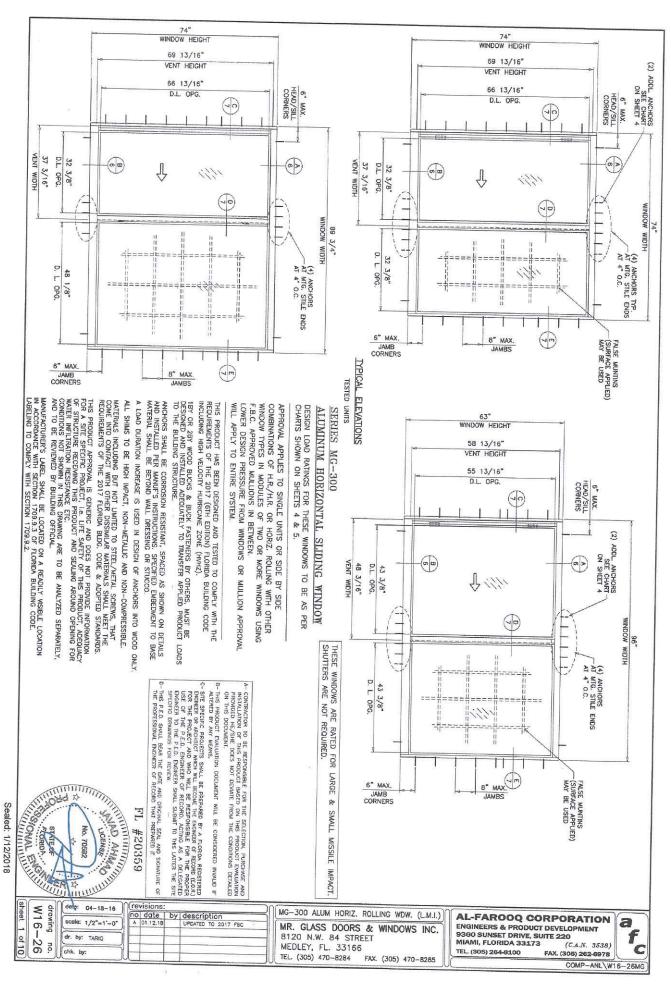


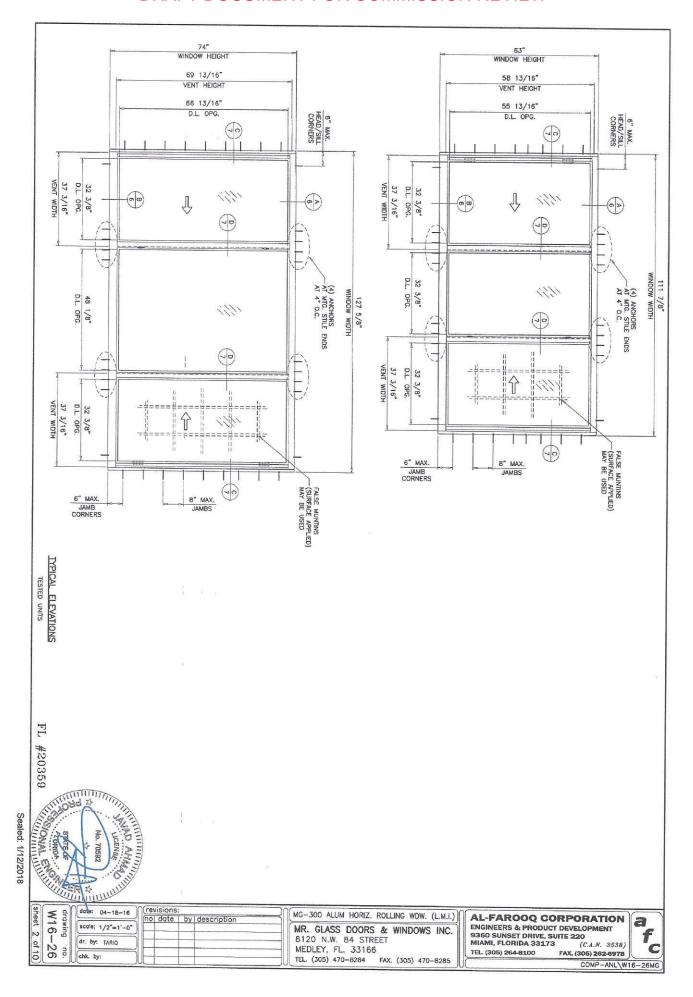


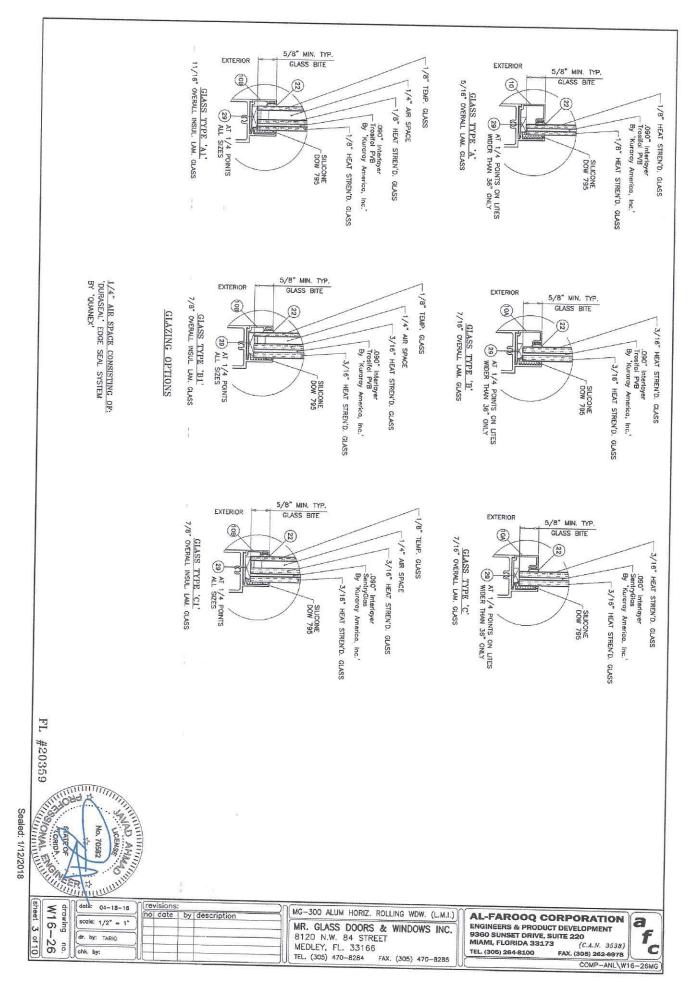


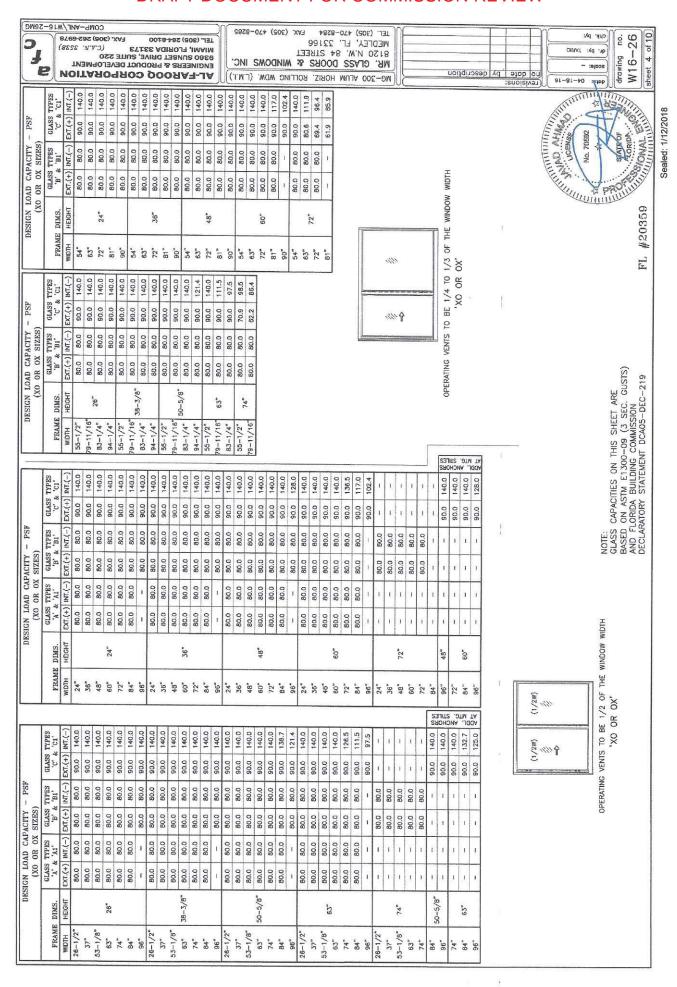


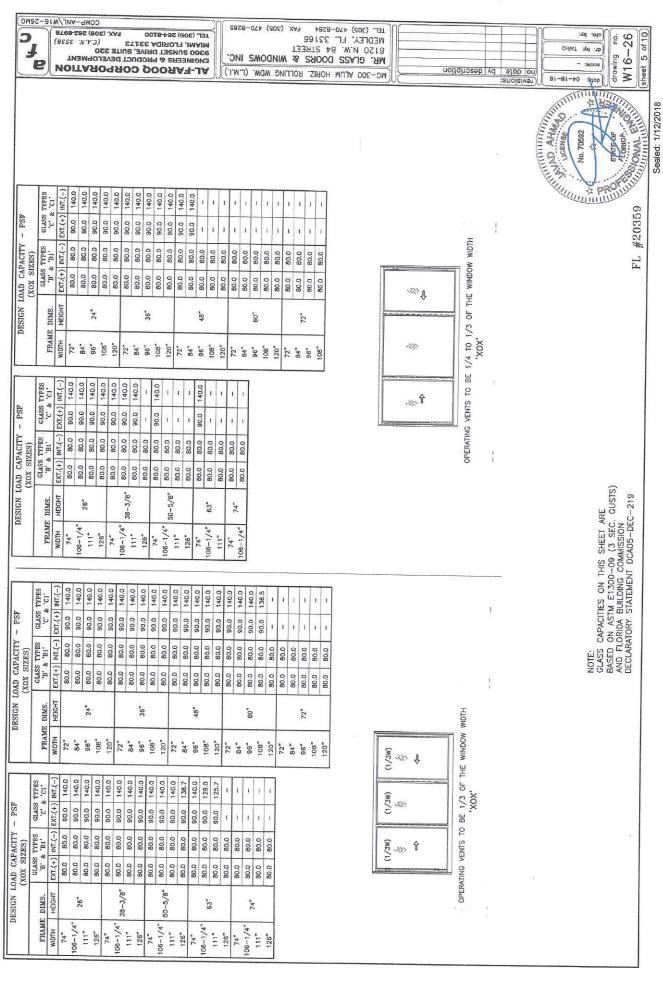
Credit Card Safe

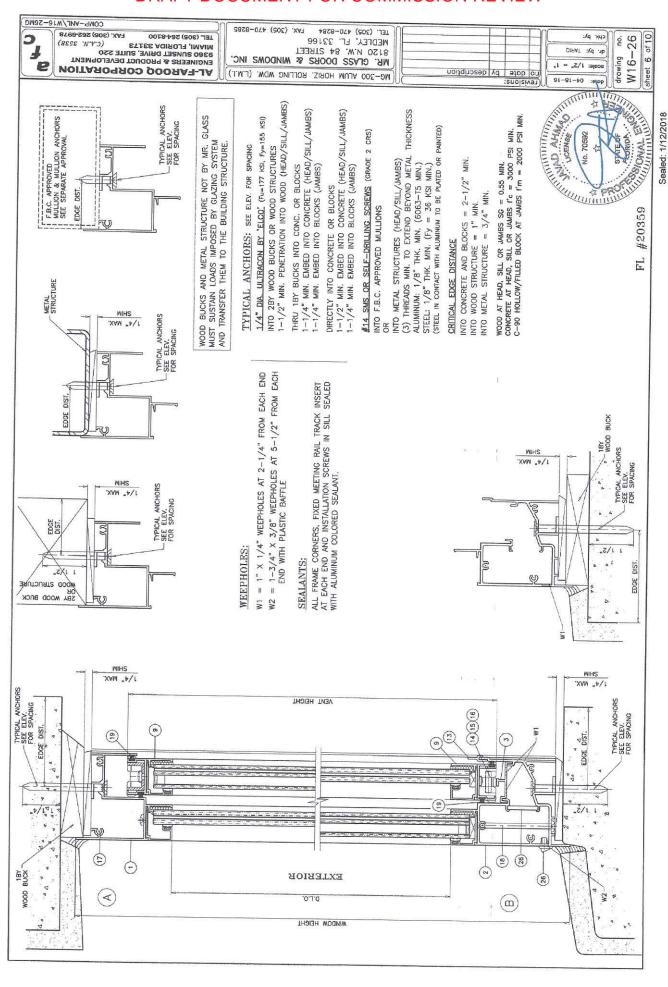


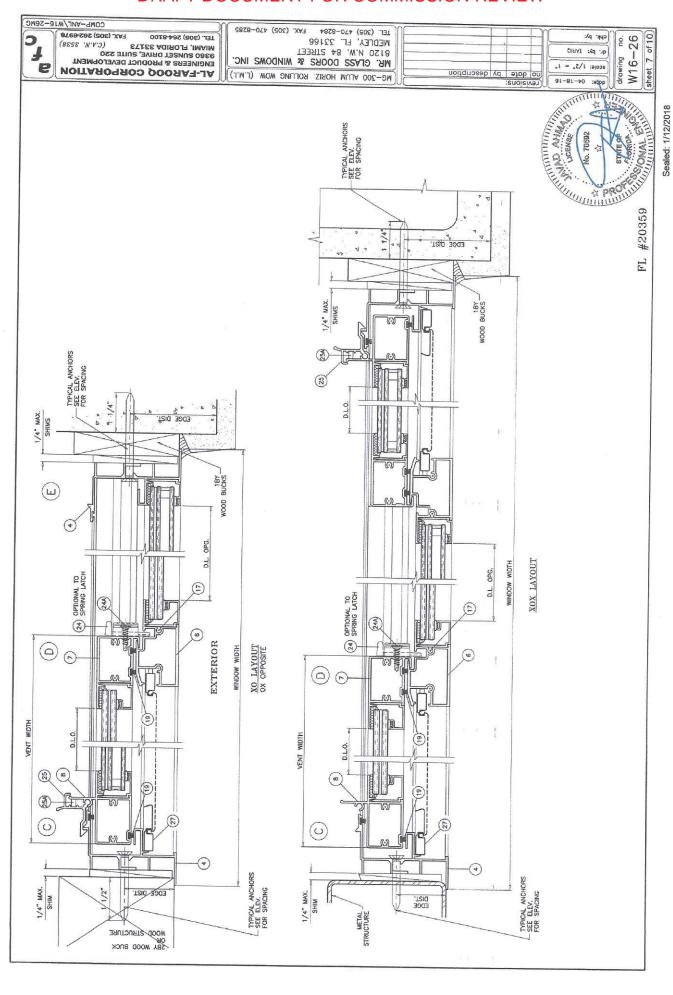


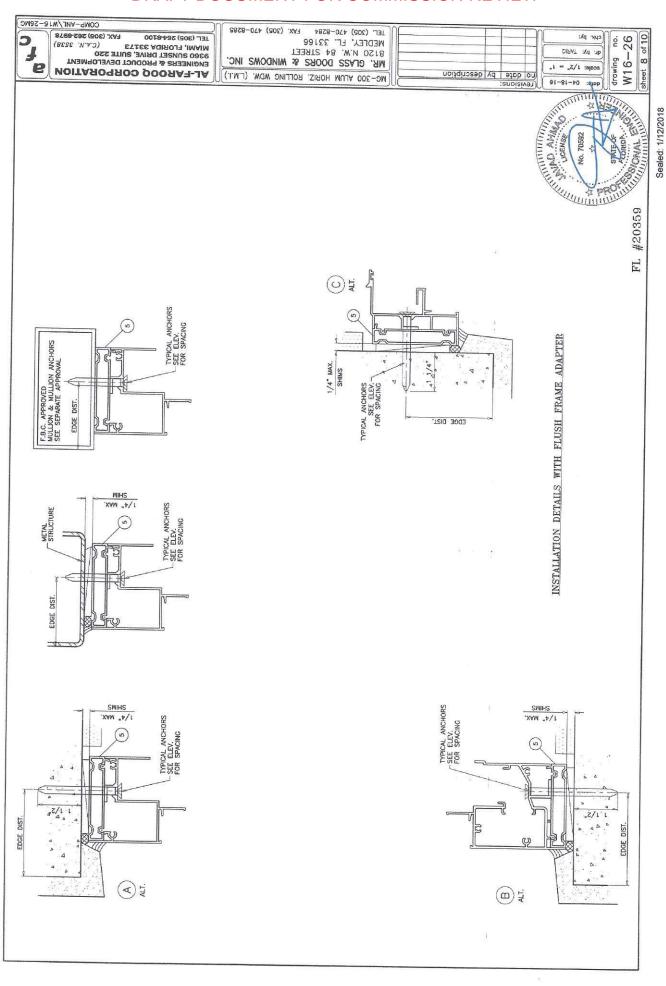


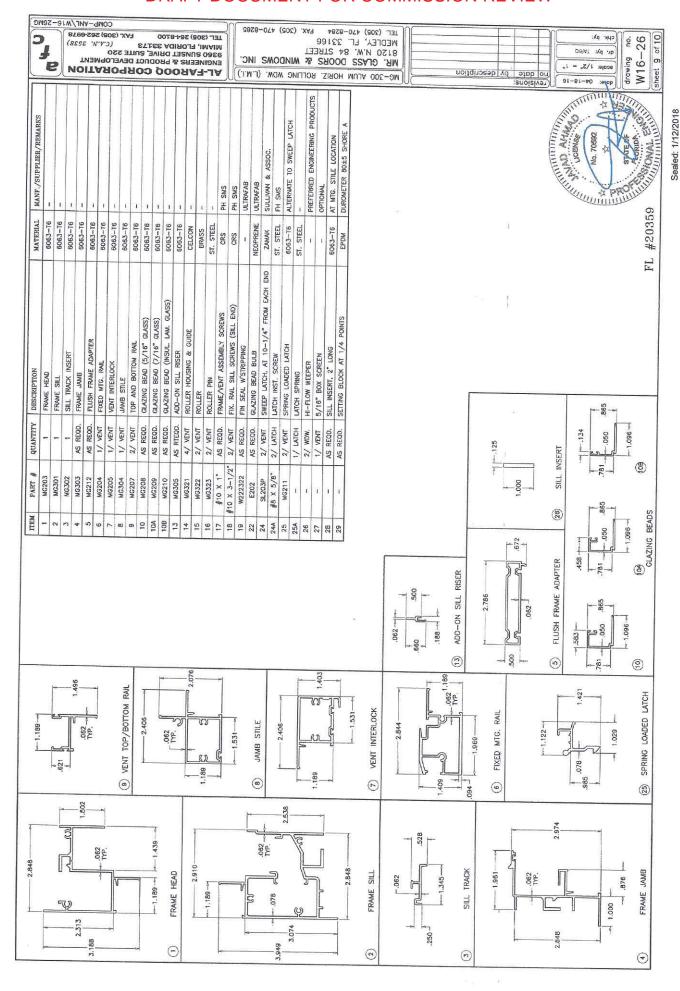


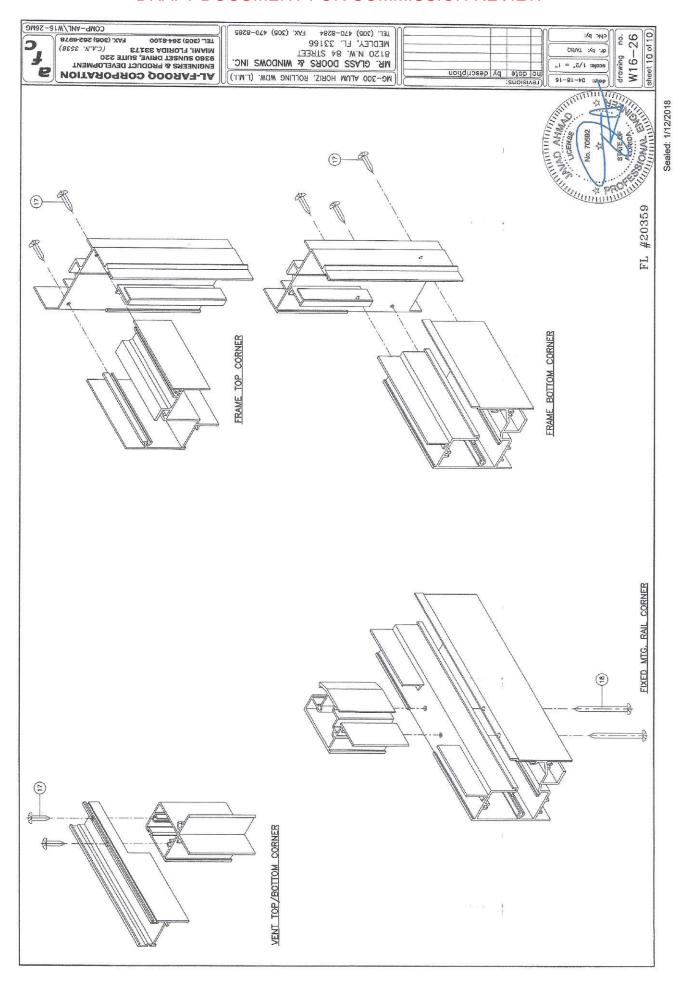














DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)

BOARD AND CODE ADMINISTRATION DIVISION

**MIAMI-DADE COUNTY** PRODUCT CONTROL SECTION 11805 SW 26 Street, Room 208 T (786) 315-2590 F (786) 315-2599

www.miamidade.gov/economy

## NOTICE OF ACCEPTANCE (NOA)

Mr. Glass Doors & Windows, Inc. 7440 NW 66 Street Miami, FL 33166

## SCOPE:

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

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

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

**DESCRIPTION:** Series "MG-4500" Aluminum Storefront System – N.I.

APPROVAL DOCUMENT: Drawing No. W10-75, titled "MG-4500 Aluminum Flush Glazed System (N.I.)", sheets 1 through 9 of 9, dated 10/15/10, with revision B dated 03/04/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E., bearing the Miami-Dade County Product Control Renewal stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

## MISSILE IMPACT RATING: None.

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

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

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

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

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

This NOA renews NOA No. 15-0401.01 and consists of this page 1 and evidence pages E-1 and E-2, as well as approval document mentioned above.

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

MIAMI-DADE COUNTY APPROVED

NOA No. 16-1116.04 Expiration Date: October 06, 2021 Approval Date: January 12, 2017 Page 1

## Mr. Glass Doors & Windows, Inc.

## NOTICE OF ACCEPTANCE: **EVIDENCE SUBMITTED**

## **DRAWINGS** A.

- Manufacturer's die drawings and sections. 1. (Submitted under NOA No.11-0720.08)
- Drawing No. W10-75, titled "MG-4500 Aluminum Flush Glazed System (N.I.)", 2. sheets 1 through 9 of 9, dated 10/15/10, with revision B dated 03/04/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. (Submitted under NOA No.15-0401.01)

## В. **TESTS**

- Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94 1.
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94 along with marked-up drawings and installation diagram of an aluminum storefront and storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No. HETI-09-2545, dated 09/25/09, signed and sealed by Candido F. Font, P.E.

## (Submitted under NOA No. 11-0720.08)

- Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94 2.
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94

along with marked-up drawings and installation diagram of an aluminum storefront system, prepared by Hurricane Engineering & Testing, Inc., Test Report No.

HETI-09-2546, dated 09/16/09, signed and sealed by Candido F. Font, P.E.

- (Submitted under NOA No. 11-0720.08) 3.
  - Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
    - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
    - 3) Water Resistance Test, per FBC, TAS 202-94
    - 4) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02

along with marked-up drawings and installation diagram of an aluminum storefront system with a pair of doors, prepared by Hurricane Engineering & Testing, Inc., Test Report No. HETI-09-2550, dated 09/16/09, signed and sealed by Candido F. Font, P.E.

## (Submitted under NOA No. 11-0720.08)

- Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94 4.
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02

along with marked-up drawings and installation diagram of an aluminum storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No.

HETI-09-2549, dated 09/16/09, signed and sealed by Candido F. Font, P.E.

(Submitted under NOA No. 11-0720.08)

Manuel Perez, P.E. Product Control Examiner NOA No. 16-1116.04

Expiration Date: October 06, 2021 Approval Date: January 12, 2017

## Mr. Glass Doors & Windows, Inc.

## NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

## B. TESTS (CONTINUED)

- 5. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02 along with marked-up drawings and installation diagram of an aluminum storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No. **HETI-09-2548**, dated 09/16/09, signed and sealed by Candido F. Font, P.E. (Submitted under NOA No. 11-0720.08)
- 6. Test reports on: 1) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  2) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02
  along with marked-up drawings and installation diagram of an aluminum storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No.
  HETI-09-2547, dated 09/16/09, signed and sealed by Candido F. Font, P.E.
  (Submitted under NOA No. 11-0720.08)

## C. CALCULATIONS

- 1. Anchor verification calculations and structural analysis, complying with FBC-5<sup>th</sup> Edition (2014), dated 02/27/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. (Submitted under NOA No.15-0401.01)
- 2. Glazing complies with ASTM E1300-09

## D. QUALITY ASSURANCE

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

## E. MATERIAL CERTIFICATIONS

1. None.

## F. STATEMENTS

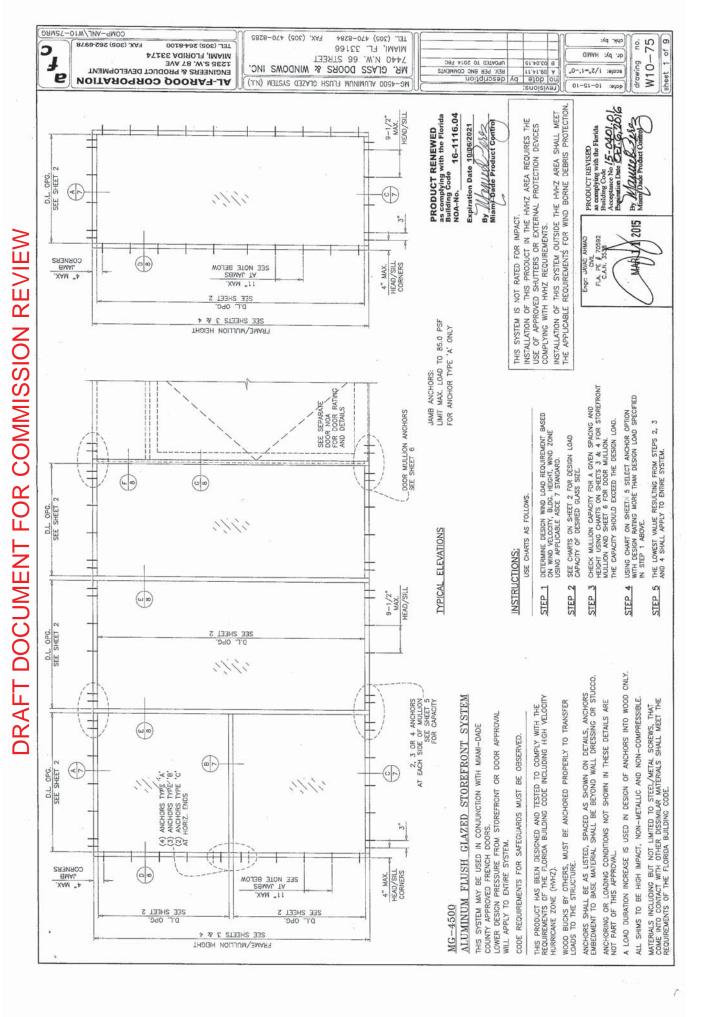
- 1. Statement letter of conformance, complying with FBC-5<sup>th</sup> Edition (2014), and of no financial interest, dated February 27, 2015, issued by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. (Submitted under NOA No.15-0401.01)
- 2. Laboratory compliance letter for Test Reports No. HETI-09-2545, HETI-09-2546, HETI-09-2547, HETI-09-2548, HETI-09-2549 and HETI-09-2550, issued by Hurricane Engineering & Testing, Inc., dated 09/16/09, signed and sealed by Candido F. Font, P.E. (Submitted under NOA No.11-0720.08)

## G. OTHERS

1. Notice of Acceptance No. **15-0401.01**, issued to Mr. Glass Doors & Windows, Inc. for their Series "MG-4500" Aluminum Storefront System – N.I., approved on 07/09/15 and expiring on 10/06/16.

Manuel Perez, P.E. Product Control Examiner NOA No. 16-1116.04

Expiration Date: October 06, 2021 Approval Date: January 12, 2017



D.L.O. WIDTH

D.L.O.

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| 58-1/4"                 | 22-1/4" | 28-1/4" | 34-1/4"  | 40-1/4" | 46-1/4" | 52-1/4"        | 22-1/4" | 28-1/4" | 34-1/4" | 40-1/4" | 46-1/4" | 22-1/4" | 28-1/4" | 34-1/4" | 40-1/4" | 46-1/4"  |

LOADS SHOWN IN CHARTS ARE FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS NOT REQUIRED.

LIMIT EXTENDED, LOADS TO +60.0 PSF FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS REQUIRED.

| EMP. GLASS | /              | <u>(</u>  |
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|            | , TYP,<br>BITE | 2/16" MII |

| PRODUCT RENEWED as complying with the Florida Building Code 16–1116.04 | Expiration Date 10/06/2021 | Well-John | -Dade Product Control | GLASS |
|--|----------------------------|-----------|-----------------------|-------|
| PRODUC<br>as complyi<br>Building Co<br>NOA-No.                         | Expiration                 | By JULIU  | Miam/-Dad             | 7     |

| CEVISED         | with the     | g &            | Product C  |
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| PRODUCT REVISED | Suilding Cod | Spiration Date | Arian Dade |
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| HWAD            | 70592        | AAP 1          |            |

Florida 7401.01 7401.016

GLAZING DETAIL

EXTERIOR

NOTE: GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300—09 (3 SEC. GUSTS).

COMP-ANL/W10-75MRG

FAX. (305) 262-6978

TEL (306) S64-8100 FAX. (306) S62-69
TEL (306) S64-8100 FAX. (306) S62-69

**АС-FAROOQ СОЯРОВАТІОМ** 

FAX. (305) 470-8285

MC-4200 ALUMINUM FLUSH GLAZED SYSTEM (N.L.)

MIAMI, FL. 33166 TEL (305) 470-8284 7440 N.W. 66 STREET

MR. GLASS DOORS & WINDOWS INC.

(revisions:

0.0.04.15 UPDATED TO 2014 FBC

0.0.04.15 UPDATED TO 2014 FBC

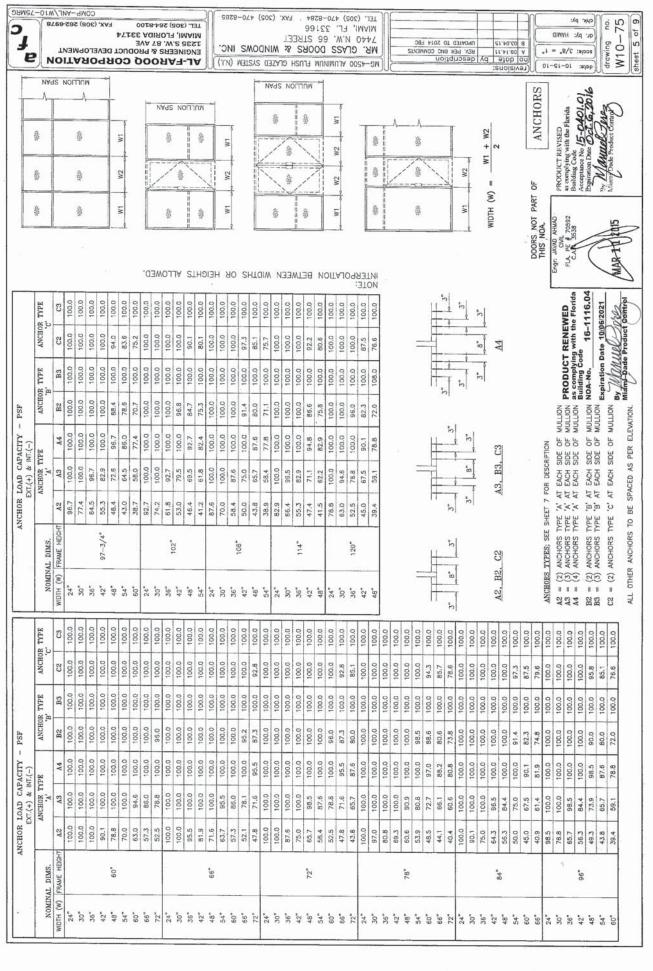
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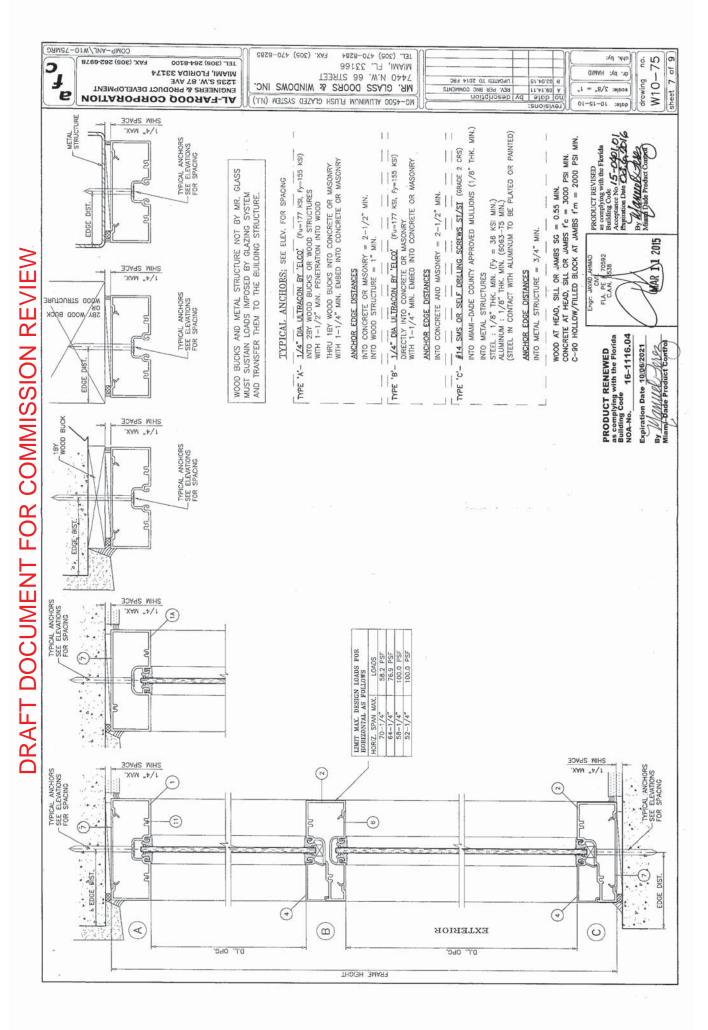
sheet 2 of

| SWRC<br>J<br>E  | 8.              | 769             | Ses-  | (sc)  | CC (3C) | эа.    | rou                  | 337<br>E | NA<br>NA<br>SACO     | 8 S   | ER<br>.W. | NI'     | NG<br>NG  | N F  |  | _     | S     | MO    | IND   | M     | 38<br>T3: | RS<br>TRI | 99 I<br>S<br>IOC | 33<br>99<br>D | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | N.    | 0 t   | AIM   | -/11  |       |       |       | SIH   | oifg<br>T 30N<br>OT ( | CHV    | ON   | pλ                         | 91                              | ob  <br>0.00 | ν<br>Ou                                 | 1=   | ι -        | .8/<br>.mvH | 1À;                     | date:<br>scale<br>dr. b    | 1000   | drawing no.                 | W10-75               | Sheet 3 of 9 |
|---|-----------------|-----------------|-------|-------|---------|--------|----------------------|----------|----------------------|-------|-----------|---------|---|--|--|-------|-------|-------|-------|-------|-----------|-----------|------------------|---------------|--|-------|-------|-------|-------|-------|-------|-------|-------|-----------------------|--------|--|----------------------------|---------------------------------|--------------|---|------|------------|-------------|-------------------------|----------------------------|--------|-----------------------------|----------------------|--------------|
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|   | MULLION<br>'M4' | EXT.(+)/INT.(-) | 100.0 | 100.0 | 100.0   | 2000   | 81.3                 | 75.2     | 100.0                | 100.0 | 100.0     | 1.98    | 9.06  | 88.1   | 80.00  | 79.0  | 100.0 | 100.0 | 100.0 | 87.8  | 78.2      | 71.0      | 100.0            | 100.0         | 88.6                                   | 0.77  | 2.69  | 1000  | 95.2  | 80.1  | 69.5  | 61.7  | 100.0 | 85.7                  | 62.4   |  |                            | (12)                            |              | ======================================= | _    | J.         | 4           | त्                      | 77                         |        | 2                           | MULLION 'M4'         |              |
| PSF   | NOITION.        | (T.(-)          | 100.0 | 100.0 | 100.0   | 80 B   | 81.8                 | 75.7     | 100.0                | 100.0 | 100.0     | 2.98    | 91.2  | 88.7   | 000 00   | 727   | 100.0 | 100.0 | 100.0 | 88.4  | 78.7      | 71.5      | 100.0            | 100.0         | 80.2                                   | 10.0  | 69.7  | 1,000 | 85.8  | 80.6  | 6.69  | 62.1  | 100.0 | 86.3                  | 62.8   | 55.7   | (                          | (12)                            |              |   | w -  |            | *           |                         |                            | U<br>Z |                             | MULLION 'M3'         |              |
| MULLION LOAD CAPACITY - PSF<br>WITHOUT INTERMEDIATE HORIZONTALS | MULLION<br>'M2' | (-).            | 91.2  | 74.0  | 62.8    | 22.0   |                      |          | 86.3                 | 70.0  | 59.3      | 51.9    | 49.0  | 47.7   | 1  | 1 1   |       | ī     | ,     | 1     | 1         | ı         |                  | 1             |  |       | 1     | 1 1   | -     | ī     | 1     | 1     | t     |                       | ı      | ı  |                            |                                 | (            | 3                                       |      | (80)       | _           |                         |                            |        |                             |                      |              |
| MULLION LOAI  | MULTION WIL     | T.              | 92.9  | 75.4  | 63.9    | 200.0  | -                    |          | 87.9                 | 71.3  | 60.4      | 52.9    | 49.9  | 48.6   | - 12   |       |       | -     | 1     | 1     | ı         | 1         | 1                |               |  |       | l-    | 1 1   | 1     | ,     | 1     | 1     | 1     | 1 1                   | 1      | ,  |                            |                                 |              |   | W-   |            |             | 3                       | ~                          | _      |                             | MULLION 'M2'         |              |
|   | NOMINAL DIMS.   | FRAME HEIGHT    |       |       |         | 96.    |                      |          |                      |       |           | 97-3/4" |   | ,2,,   |  |       |       |       |       | -     |           |           |                  |               | 108"                                   |       |       |       |       | 114"  |       |       |       | 120                   | 3      |  |                            |                                 |              | 2                                       | nì.  | THE SECOND |             | T                       |                            | V A    |                             | MULLION 'M1'         |              |
|   |                 | MDI             | 24"   | 30    | 36      | 74     | 2 2                  | 60,      | 24*                  | 30    | 36"       | 45,     | 45  | 46-1/2"  | 48   | 4 %   | 37.0  | 30,   | 38.   | 45"   | 48"       | 54"       | 24"              | 30            | 36                                     | 45    | 48    | 24    | 30.   | 36"   | 45"   | 48"   | 24"   | 30,                   | 42, 54 | *84  |                            |                                 | (            | 3<br>T                                  | 7    |            |             | G E                     | _                          |        | <u> </u>                    | ×<br>¬               |              |
|   | MULLION<br>'M4' | EXT.(           | 100.0 | 100.0 | 100.0   | 100.0  | 100.0                | 100.0    | 100.0                | 100.0 | 100.0     | 100.0   | 100.0   | 100.0  | 100.0  | 100.0 | 1000  | 100.0 | 100.0 | 100.0 | 100.0     | 100.0     | 100.0            | 100.0         | 100.0                                  | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0                 | 100,0  | 100.0  | 100.0                      | 100.0                           | 100.0        | 100.0                                   | 98.0 | 100.0      | 100.0       | 100.0                   | 100.0                      | 100.0  | 94.0                        | 4.70                 |              |
| PSF   | NOITTON         | EXT.(           | 100.0 | 100.0 | 100.0   | 0.001  | 0.001                | 100.0    | 100.0                | 100.0 | 100.0     | 100.0   | 100.0   | 100.0  | 100.0  | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0     | 100.0     | 100.0            | 100.0         | 100.0                                  | 100.0 | 100.0 | 0.001 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0                 | 100.0  | 100.0  | 100.0                      | 100.0                           | 100.0        | 100.0                                   | 98.6 | 100.0      | 100.0       | 100.0                   | 100.0                      | 100.0  | 94.6                        | 0.00                 |              |
| MULLION LOAD CAPACITY - PSF<br>WITHOUT INTERMEDIATE HORIZONTALS | WULLION<br>'W2' | (L)             | 100.0 | 100.0 | 100.0   | 100.0  | 100.0                | 100.0    | 100.0                | 100.0 | 100.0     | 100.0   | 100.0   | 100.0  | 100.0  | 100.0 | 100.0 | 1     | 100.0 | 100.0 | 100.0     | 100.0     | 100.0            | 99.0          | 94.3                                   |       | 1 00  | 100.0 | 100.0 | 96.7  | 87.5  | 81.0  | 1     | 1 1                   | 100.0  | 100.0  | 93.1                       | 81.7                            | 73.5         | 270                                     | 1    | 100.0      | 90.3        | 76.8                    | 67.4                       | 60.7   | 1                           | 1                    |              |
| MULLION LOA   | MULLION<br>'M1' | EXT.(+)/INT.(-) | 100.0 | 100.0 | 100.0   | 100.00 | 100.0                | 100.0    | 100.0                | 100.0 | 100.0     | 100.0   | 100.0   | 100.0  | 100.0  | 100.0 | 100.0 | 1     | 100.0 | 100.0 | 100.0     | 100.0     | 100.0            | 95.9          | 91.3                                   |       | 1 0   | 100.0 | 100.0 | 93.4  | 84.5  | 78.2  | 1     | 1 1                   | 100.0  | 100.0  | 89.7                       | 78.7                            | 70.8         | 1 1                                     | 1    | 100.0      | 90.6        | 76.8                    | 67.2                       | 60.2   |                             | 1                    |              |
| *   | NOMINAL DIMS.   | FRAME HEIGHT    |       |       |         | *08    | 3                    |          |                      |       |           |         |   |  | 99   |       |       | 1     |       |       |           |           | 72"              |               |  |       |       |       |       |       | 78*   |       |       |                       |        |  |                            | 84*                             | -            |   |      |            |             |                         | .06                        |        |                             |                      |              |
| L,  | NOMIN           | (w) HIDIM       | 24"   | 30"   | 36"     | 7 47   | 2 4                  | .09      | .99                  | 72"   | 24"       | 30.     | 36*   | 42*  | 48   | 4, 6  | 200   | 72"   | 24"   | 30    | 36*       | 45"       | 400              | 54            |  | 00    | 72    | 24    | 36.   | 45"   | 184   | 54"   | .09   | .02                   | 24"    | 30   | 35"                        | 42                              | . 48         | 94                                      | .99  | 24"        | 30,         | 36"                     | 42,                        | 48.    | 54.                         | 09                   |              |

| o<br>Į   |               | T<br>82.69                                       | es-   | 2 (Sc                | \EF(  | DE    | 10    | att.            | W 3    | 00<br>4 78<br>4 019 | M'S      | NI'I    | S3      | N<br>E  | ::    | INC   | SI    |       | JNI      | М       | 28<br>T33 | RS<br>TR | 9 L<br>S 9<br>00 | 23<br>0   | \U.J.<br>\W.<br>\J. | N<br>N | 04<br>04<br>1W | ME<br>NE                |           |                 |       |                            | ים כנ           | oifqi<br>va si<br>or o | d 'A              | 39        | Κq    | 9)    | ob<br>r.eo<br>o.co  | ν<br>ou  | >        | ı -  | 1-01<br>"8\t                                    | 1je: 3 | dr.                         | drawing no.                                 | 1    | 10           |
|--|---------------|--|-------|----------------------|-------|-------|-------|-----------------|--------|---------------------|----------|---------|---------|---------|-------|-------|-------|-------|----------|---------|-----------|----------|------------------|-----------|---------------------|--------|----------------|-------------------------|-----------|-----------------|-------|----------------------------|-----------------|------------------------|-------------------|-----------|-------|-------|---------------------|----------|----------|--|---|--------|-----------------------------|---|------|--------------|
| LOADS SHOWN IN CHARTS ARE FOR INSTALLATIONS WHERE            |               | WHERE WAIER INFILINATION RESISTANCE IS REQUIRED. |       | office office office | V-    | SIN   |       | nnr<br>_∧_<br>& |        |                     | W1 W2 W1 |         |         | N∀d:    | 700   |       | nw %  |       | W1 W2 W1 |         |           |          | ds /             | NOI<br>E3 | \$ \\ =\ \          |        |                | W1 class W2 class W1 ch |           | PRODUCT RENEWED |       | Expiration Date 10/06/2021 | By Wernuck Jose | (8) (8) (8) (8)        | DOORS NOT PART OF |           | W1 W2 | -     | WINTEL ON - W1 + W2 | 2        | MULLIONS | AHMAD  | FLA. PE # \$10592 as complying with the Florida | 3538   | Bapiration Dute Oct 6, 2016 | MAC II 1 2011 February Dade Product Courses | 7    | 7            |
|  | MULLION U     | 1.(-)  | 100.0 | 100.0                | 100.0 | 93.7  | 82.0  | 72.9            | 93.0   | 100.0               | 100.0    | 90.4    | 84.3    | 81.6    | 79.1  | 63.3  | Τ     | Τ     | 107      | 83.0    |           | T        |                  | T         | T                   | Ī      | Τ              | Т                       |           |                 |       | T                          | Т               | T                      | 3TE               | NC        | (     | (12)  |                     | 77       | N N      | P  | 事   | 汇      | w                           |   |      | MULLION 'M4' |
| . 60   | NOIT          | IT.(-)   | -     | 100.00               |       |       | 1     | 73.3            | 1      |                     |          | _       | 84.9 84 | -       | 78.6  |       |       |       | 97.4 96  | 83.5 83 |           |          |                  |           | 74.5 74.0           | -      | -              |                         | 93.6 93.0 |                 | +     | -                          | 100.0 100.0     | -                      |                   | 52.8 52.5 | (     | (12)  | 0                   | 2        | W.       | Ty Control of the con | #   |        | w                           |   |      | MULLION 'M3' |
| APACITY - PSF  | MOLLION MO    | T.C.   |       | 71.3                 |       | -     | 9     | 1               | 7.70   | +                   | -        |         |         |         |       |       |       |       | 1        |         | 1         | -        |                  |           | 1 1                 |        |                |                         |           | 1               | -     | +                          | -               |                        |                   | 1         |       |       |                     | 3        | _        |  | . (   | i.     |                             | <u> </u>                                    |      | MUL          |
| MULLION LOAD CAPACITY - PSF<br>WITH INTERMEDIATE HORIZONTALS | NOITION N     | (_)  |       | 72.6                 | 60.5  | 51.9  | 45.4  | 1               | 0 0    | 00000               | 57.3     | 49.2    | 45.9    | 44.4    |       | 1 1   |       | 1     | 1        |         | 1         | 1        | 1                | L         | 1 1                 | 1      |                | t                       | 1         | 1               | 1     | 1                          | 1               | 1                      | 1                 | 1         |       |       |                     |          | N-       | P  | 7   | T      | w                           |   |      | MULLION 'M2' |
| , w  | NOWINAL DIMS  | EIGHT  |       |                      |       | 96    |       |                 |        |                     |          | "4/1-70 | 1       |         |       |       |       |       | *001     | 70      |           |          |                  | _         | 108"                | 1      | L              |                         |           | 114"            |       |                            |                 | 120"                   |                   |           |       |       |                     | 2        | N.       | T)   | (   |        | w                           |   | 1    | , JW1, N     |
| L  | MIMON         | _  | _     | 30*                  | . 36" | 45"   | 48    | 4 0             | 200    | 30*                 | 36"      | 42"     | .54     | 46-1/2" | 481   | , c   | 24"   | 30.   | 36*      | 42"     | *84       | 54"      | 24"              | 30"       | 36                  | 48 #   | 175            | 24"                     | 30"       | 36"             | 42"   | 48"                        | 24"             | 36,                    | 42"               | 48*       |       |       | (                   | <u>~</u> | 7        | S  | (   | 3      |                             |   |      | MULLION 'MI' |
|  | MULLION ,MA'  | EXT.(  | 100.0 | 100.0                | 100.0 | 100.0 | 100.0 | 100.0           | 0000   | 100.0               | 100.0    | 100.0   | 100.0   | 100.0   | 100.0 | 100.0 | 100.0 | 100.0 | 100.0    | 100.0   | 100.0     | 100.0    | 100.0            | 100.0     | 100.0               | 97.2   | 100.0          | 100.0                   | 100.0     | 100.0           | 100.0 | 100.0                      | 5.99            | 82.8                   | 100.0             | 100.0     | 100.0 | 100.0 | 100.0               | 85.7     | 9.77     | 100.0  | 100.0   | 100.0  | 93.3                        | 82.9  | 74.6 |              |
| - PSF  | NOITIOM,      | EXT.(+)/INT.(-)                                  | 100.0 | 100.0                | 100.0 | 100.0 | 100.0 | 100.0           | 0.001  | 100.0               | 100.0    | 100.0   | 100.0   | 100.0   | 100.0 | 100.0 | 100.0 | 100.0 | 100.0    | 100.0   | 100.0     | 100.0    | 100.0            | 100.0     | 100.0               | 97.8   | 100.0          | 100.0                   | 100.0     | 100.0           | 100.0 | 100.0                      | 100.0           | 83.3                   | 100.0             | 100.0     | 100.0 | 100.0 | 100.0               | 86.2     | 78.4     | 100.0  | 100.0   | 100.0  | 93.9                        | 83.4  | 75.1 |              |
| MULLION LOAD CAPACITY - PSF<br>WITH INTERMEDIATE HORIZONTALS | MULLION       | EXT.(+)/INT.(-)                                  | 100.0 | 100.0                | 100.0 | 100.0 | 100.0 | 100.0           | 7.00.0 | 80.2                | 100.0    | 100.0   | 100.0   | 100.0   | 100.0 | 0.00  | 79.0  |       | 100.0    | 100.0   | 100.0     | 100.0    | 90.6             | 80.5      | 12.5                |        | 100.0          | 100.0                   | 100.0     | 87.6            | 76.6  | 68.1                       | 1 1             | ,                      | 100.0             | 100.0     | 87.7  | 75.2  | 65.8                | 1        | 1        | 100.0  | 86.5  | 72.1   | 54.1                        |   | 1    |              |
| MULLION LOA  | MULLION       | T.(-)  |       | 100.0                | 100.0 | 100.0 | 100.0 | 100.0           | 100.0  | 85.9                | 100.0    | 100.0   | 100.0   | 100.0   | 100.0 | 93.7  | 76.6  | ,     | 100.0    | 100.0   | 100.0     | 100.0    | 87.7             | 78.0      | 70.7                | 1      | 100.0          | 100.0                   | 98.7      | 84.6            | 74.0  | 65.8                       | 1 1             | 1                      | 100.0             | 100.0     | 84.6  | 72.5  | 55.4                | 1        |          | 100.0  | 88.2  | 73.5   | 55.1                        | ,   | 1    |              |
|  | NOWING TANDON | HSH  |       | n                    | 2217  |       | .09   |                 |        |                     |          |         |         |         | 99    |       |       |       |          |         |           | 1000     | 72"              |           |                     |        |                |                         |           |                 | 78"   |                            |                 |                        |                   |           |       | . 84* |                     |          |          |  |   |        | .06                         |   |      |              |
|  | ENON.         | WIDTH (W)  | 24"   | 30"                  | 36"   | 42"   | 48    | 4 0             | 00 00  | 72*                 | 24"      | 30"     | 36"     | 42*     | 4 1   | 9,0   |       | 72*   | 24"      | 30"     | 36"       | 45"      | 48               | . 45      | -09                 | 1 00   | .76            | 30.                     | 36"       | 45"             | 48,   | 140                        |                 | 72"                    | 24"               | 30.       | 36    | 42    | 48,                 | .09      | .99      | 24"  | 30"   | 36"    | 48"                         | 54.   | .0g  |              |



| (D)                        | -             | 8   | TV<br>769- | Ses<br>WE | (90      | X' (3 | ıa ı    | Lon   | 333<br>E | VA Y    | 78 .<br>IIRO | S.W. | (30<br>32<br>32<br>31<br>31<br>31<br>31 | WI<br>TS<br>EN |          | .o      |      | SM    | 100  | NIA     | ۸   | 3 8  | SR<br>STR<br>6 | 919                  | 99<br>9<br>9<br>9 | ASSA.W.W.FLL. | י<br>ע<br>פר | 0+4<br>IMA                  | IW<br>Z         |  |   |             | SIHI  | Tiptic<br>or as                                  | 40 CH                    |                            | 11.4           | 0.50 B 03.0  |                  | "t =        | 31WVH<br>= _8/                                | e: 2                                       | dr. 1                      | drawing no.        |               | sheet 6 of 9 |
|----------------------------|---------------|---|------------|-----------|----------|-------|---------|-------|----------|---------|--------------|------|---|----------------|----------|---------|------|-------|------|---------|-----|------|----------------|----------------------|-------------------|---------------|--------------|-----------------------------|-----------------|--|---|-------------|-------|--|--------------------------|----------------------------|----------------|--------------|------------------|-------------|---|--|----------------------------|--------------------|---------------|--------------|
|                            |               |   |            |           |          |       |         |       |          |         |              |      |   |                |          |         |      |       |      |         |     |      |                |                      |                   |               |              |                             |                 |  |   |             |       | PRODUCT RENEWED<br>as complying with the Florida | Building Code 16-1116.04 | Expiration Date 10/06/2021 | By WOMULL JOSE |              | DOOR MULLION     |             | PRODUCT REVISED as complying with the Florida | Building Code<br>Acceptance No 15-0401, 01 | Expiration Date Od Lo 2016 | By W. Lewille Just | 7             |              |
|                            |               |   |            |           |          |       |         |       |          |         |              |      |   |                |          |         |      |       |      |         |     |      |                |                      |                   |               |              |                             |                 |  |   | To a second |       |  |                          |                            |                |              |                  | FROM MANAGE | CIVIL CIVIL                                   | CAN. 3538                                  |                            | 100 1/1 July       | MICHINA PEDIN |              |
| CITY - PSP                 |               | WIDTH (WZ) EXT. (+) INCHES INT. (-)               |            | 24 100.0  |          | +     |         |       |          |         | 78.0         |      |   | 24 78.1        |          | +       | +    | 72.1  |      | -       |     |      |                | TOTAL NO. OF ANCHORS | O NOLLION HEAD    | 0.4           |              | MR GLASS<br>-OUTSWING DOORS | EE SEPARATE NOA | The same of the sa |   |             |       |  | \<br>                    | 777.<br>777.               | DOI .          | ===          |                  |             |   |  | ANCHORS<br>JON SILL        |                    | _             |              |
| DOOR MILLION LOAD CAPACITY | NOMINAL DIMS. | DOOR HEIGHT WIDTH (W1) WIDT INCHES IN             | Ш          |           | 72       |       |         |       |          | 72      |              |      |   | 8              | 72       |         |      |       | 22   | į       |     |      |                | ANCHOR TOTAL NO.     | 1                 | 800           |              |                             |                 | +  | - |             | /<br> | \  |                          |                            | <br>/          | \<br>/<br>=  |                  |             | W   | - 1  | TYPE AT DOOR MULLION SILL  |                    |               |              |
| noon                       |               | FRAME HEIGHT DOOR I                               |            | 7         | 102 96   |       |         |       |          | 108 96  |              |      |   |                | 114 96   |         |      |       | 90   |         | _   |      |                |                      |                   | 71            | -            |                             | \               | # 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  |   |             | 1     | ныян   | WE H                     | AЯЭ                        |                |              |                  |             | WZ W  |  | 7                          |                    |               |              |
| CITY - PSF                 | P             | WIDTH (W2) EXT. (+) INCHES INT. (-)               |            | +         | 36 100.0 | -     | 48 89.4 |       |          | 30 93.9 | 36 86.9      |      | -                                       | 24 86.2        |          | 36 74.1 | +    | n 0 0 | +    | 30 68.5 |     | -    | 18 69.0        |                      |                   | 36 55.6       | 2 52.2       |                             |                 |  |   |             |       |  |                          |                            |                |              |                  |             |   |  |                            |                    |               |              |
| DOOR MILLION LOAD CAPACITY | NOMINAL DIMS. |   | -          |           | 72       |       |         |       |          | 72      |              |      |   |                | 22       |         |      |       |      | 72      | L   |      |                | 8                    | 72                |               |              |                             |                 |  |   |             |       |  |                          |                            |                |              |                  |             |   |  |                            |                    |               |              |
| DOOR MIT                   | NOMINA        | FRAME HEIGHT DOOR HEIGHT WIDTH (W1) INCHES INCHES |            |           | 06 96    |       |         |       |          | 102 90  |              |      |   |                | 108      |         |      |       |      | 90      |     |      |                |                      | 06 0              |               |              |                             |                 |  |   |             |       |  |                          |                            |                |              |                  |             |   |  |                            |                    |               |              |
| dod -                      | DOOR MULLION  | EXT. (+) FRAME INT. (-)                           | П          | 100.0     | 97.5     | 90.8  | 85.0    | 100.0 | 95.6     | Ī       | 82.3         | 72.3 | 87.9                                    | 81.2           |          | T       | 66.0 | 75.7  | C.C/ | 65.1    | T   | 57.3 | 65.2           | 60.7                 | 56.7 120          | 53.2          | 50.1         |                             | (               | (12  |   | W A         |       | ) (  | 7                        | N.                         |                | DOOR MULLION | WITH REINFORCING |             |   |  |                            |                    |               |              |
| CADACITY -                 | 200           | WIDTH (WZ)  | 18         | 24        | 36       | 42    | 48      | 18    | 24       | 30      | 36           | 74   | 18                                      | 24             | 30       | 36      | 45   | 0 0   | 07   | 30      | 192 | 42   | 18             | 2.4                  | 30                | 36            | 42           |                             |                 |  | 9 |             |       |  |                          |                            |                | DOC          | MILH             |             |   |  |                            |                    |               |              |
| POOR VIIIION 104B CAPACITY | NOMINAL DIMS. |   |            |           | 72       |       |         |       |          | .72     |              |      |   |                | 5        | !       |      |       |      | 72      |     |      |                |                      | 72                |               |              |                             |                 |  |   |             |       |  |                          |                            |                |              |                  |             |   |  |                            |                    |               |              |
| TIM GOOD                   | NOMIN         | FRAME HEIGHT DOOR HEIGHT WIDTH (W1)               |            |           | 84       |       |         |       |          | **      | i            |      |   |                | 84 72 72 |         |      |       |      |         |     |      |                |                      |                   |               |              |                             |                 |  |   |             |       |  |                          |                            |                |              |                  |             |   |  |                            |                    |               |              |
|                            |               | FRAME HEIGH                                       |            |           | 96       |       |         |       | _        | 102     |              | _    |   |                | 404      | 2       | -    |       |      | 114     |     | ~,   |                |                      | 120               |               |              |                             |                 |  |   |             |       |  |                          | *                          |                |              |                  |             |   |  |                            |                    |               |              |



## W10-75 sheet 8 of 9 MIAMI, FL. 33166 0 ENGINEERS & PRODUCT DEVELOPMENT 1235 S.W. 87 AVE MIAMI, FLORIDA 33174 dr. by: HAMID J 7440 N.W. 66 STREET NO CHANGE THIS SHEET NO CHANGE THIS SHEET er. >0.50 B drawing MR. GLASS DOORS & WINDOWS INC. acoje: 2/8, = 1. B **ИОІТАЯОЧЯОО ОООЯАЧ-ТА** MG-4500 ALUMINUM FLUSH GLAZED SYSTEM (N.I.) 10-12-10 MIAMI-DADE COUNTY APPROVED DOOR SEE SEPARATE NOA FOR DOOR RATING AND DETAILS MIAMI-DADE COUNTY APPROVED TRANSOM SEE SEPARATE NOA FOR TRANSOM RATING AND DETALS PRODUCT REVISED as complying with the Florida Building Code MR 11 2015 DRAFT DOCUMENT FOR COMMISSION REVIEW Engr: JAVAD, AHMAD CML FLA. PE 70592 C.A.N. 78538 (L) (0) #12 x 1/2" FH SCREWS (GRADE 2 CRS) (Fu-92 KSI, FY=57 KSI) AT 11" O.C. SEE SHEET 6-FOR CAPACITY PRODUCT RENEWED as complying with the Florida Building Code 16–1116.04 #12 X 1/2" FH SCREWS (GRADE 2 CRS) (Fu-92 KSI, FY=57 KSI) AT 11" 0.C. Expiration Date 10/06/2021 REINFORCING AS REQD. SEE SHEETS 3 & 4 0 (m) (12) (12) 6 EXTERIOR D.L. FRAME WIDTH (0) (m) (2) 1/4" MAX. SHIM ZBY WOOD BUCK WOOD STRUCTURE TYPICAL ANCHORS SEE ELEV. --FOR SPACING #12 X 1/2" FH SCREWS. AT 11" 0.C. EDGE DIST OPG. (0) METAL STRUCTURE 1/4" MAX. SHIM 1/4" MAX. SHIM 1/4" MAX. TYPICAL ANCHORS SEE ELEV. --FOR SPACING TYPICAL ANCHORS SEE ELEV. EDGE DIST. WOOD BUCK TYPICAL ANCHORS SEE ELEV.— FOR SPACING

FAX. (305) 470-8285

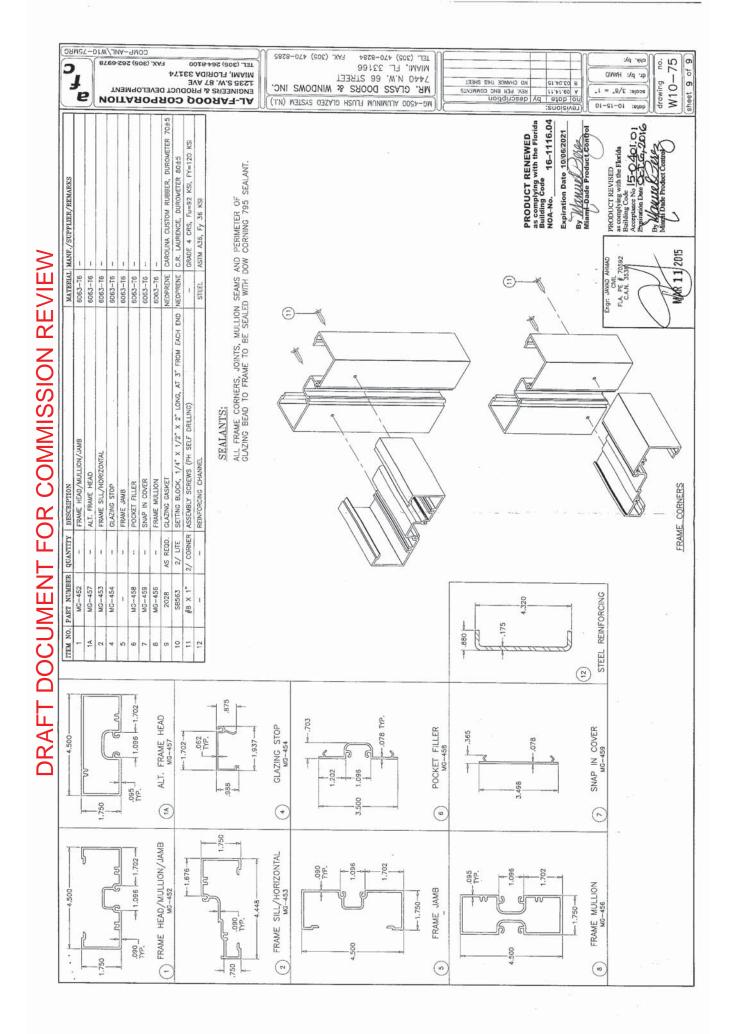
TEL (305) 264-8100

TEL. (305) 470-8284

cpp ph:

COMP-ANL/W10-75MRG

8768-S8S (305) XAN





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

## NOTICE OF ACCEPTANCE (NOA)

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

www.miamidade.gov/economy

**MIAMI-DADE COUNTY** 

Mr. Glass Doors & Windows, Inc. 7440 N. W. 66 Street Miami, FL. 33166

## 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 PERA -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. PERA reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

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

DESCRIPTION: Series "MG-500" Aluminum Outswing French Door w/ wo Transom-L.M.I.

**APPROVAL DOCUMENT:** Drawing No. **W11-40 Rev D**, titled "Series MG-500 Alum Outswing French Door (L.M.I.)", sheets 1 through 18 of 18, dated 07-15-11 and last revised on JUL 27, 2018, prepared by AL-Farooq Corporation, signed and sealed by Javad Ahmad, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

## MISSILE IMPACT RATING: Large Missile Impact Resistant Limitations:

- 1. See sheets 2 thru 6 for Design Pressure charts for Single and/or Double door w/wo transom, glass, threshold type, lock type, hinges type and head, sill and jambs anchors. Lower Design Pressure shall apply to the entire assembly.
- 2. The Single Door w/ Transom is limited to Max. Design Pressure  $DP = \pm 90 \text{ PSF}$  & Saddle threshold=  $\pm 80 \text{ PSF}$ .
- 3. Only Single Door w/ High Threshold option item E-2B (part # ES-9026) is rated for external Positive +120 PSF, Water Resistant Rating, all other thresholds are <u>not</u> rated for water Resistant Ratings (See sheets <u>8</u> & <u>9</u>).
- 4. When doors are mulled to ES 8000 or 9500 series separate Storefront System NOA(s), lower design pressure of doors w/wo transom or storefront shall control for entire system, AHJ to review tributary end load and installations.

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

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

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

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

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

This NOA revises & renews NOA # 15-0826.32 and consists of this page 1 and evidence pages E-1, E-2 & E-3, as well as approval document mentioned above.

The submitted documentation was reviewed by Ishaq I. Chanda, P.E.



NOA No. 18-0314.07 Expiration Date: December 24, 2023 Approval Date: August 09, 2018 Page 1

## Mr. Glass Doors & Windows, Inc.

## NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

## 1. Evidence submitted in previous files

## A. DRAWINGS

- 1. Manufacturer's die drawings and sections (Submitted under files # below)
- 2. Drawing No. **W11-40 Rev B**, titled "Series MG-500 Alum. Outswing French Door (L.M.I.)", sheets 1 through 11 of 11, including sheet 3.1, dated 07/15/11 and last revised on 03/16/16, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.

## B. TESTS (Submitted under files #15-0602.09 /#12-0306.07 / #10-0301.03)

- 1. Test reports on 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94(Not performed)
  - 4) Large Missile Impact Test per FBC, TAS 201-94
  - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
  - 6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

Along with marked-up drawings and installation diagram of an Alum. Outswing Entrance Door, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-5554**, dated 05/10/08, signed and sealed by Carlos S. Rionda, P.E.

- 2. Test reports on: 1) Uniform Static Air Pressure Test,
  - 2) Large Missile Impact Test per FBC, TAS 201-94
  - 3) Cyclic Wind Pressure Loading per FBC, TAS 203-94

Along with marked-up drawings of an Alum. Outswing Entrance Door, prepared by FTL, Inc., Test Report No. FTL-5556, dtd 04/27/08, signed and sealed by Carlos S. Rionda, P.E.

3. Additional Test reports along with marked-up Dwg. of a single (X) aluminum outswing door per TAS 201, 202 (Full) and 203-94, issued by Fenestration Testing lab, Inc., Test Report No. **FTL-5992**, dtd 09/09/09, reissued on 2/2/11 signed & sealed by Marlin D. Brinson, P. E.

## C. CALCULATIONS (Submitted under file #15-0602.09)

- 1. Anchor verification calculations & structural analysis, complying with FBC-2014, prepared by Al-Farooq Corp., dated 05/29/15 and last revised on 03/14/16, signed & sealed by Javad Ahmad, P.E.
- 2. Glazing complies w/ ASTME-1300-02 -04 & -09.

## D. QUALITY ASSURANCE

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

## E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 14-0916.11, issued to E.I. DuPont DeNemours & Co., Inc. for their "DuPont Sentry Glass ® interlayer", expiring on 01/14/17.
- 2. Notice of Acceptance No. 14–0916.10, issued to E.I. DuPont DeNemours & Co., Inc. for their "DuPont Butacite PVB, Interlayer", expiring on 12/11/16.

## F. STATEMENTS

1. Statement letter of conformance to FBC 2014 (5<sup>th</sup> edition) and letter of no financial interest, prepared by Al Farooq Corporation, dated 08/06/16, signed and sealed by Javad Ahmad, P.E.

2. Lab compliance as part of the above referenced test report.

Ishaq I. Chanda, P.E. Product Control Examiner NOA No. 18-0314.07

NOA No. 18-0314.07 Expiration Date: December 24, 2023

Approval Date: August 09, 2018

## Mr. Glass Doors & Windows, Inc.

## NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

## G. OTHER

- 1. This NOA revises NOA # 13-0820.12, expiring 12/24/18.
- 2. Private labeling agreement between Mr. Glass Doors & windows Inc. and ES Windows, LLC document in conformance of RER guideline dated 07/19/2011.
- 3. Distribution agreement ES Windows, LLC and ES Windows-Energia Solar, S.A., dated 10/20/10, signed by Ms. Carla G. Torrente and Andres Chamorro respectively.
- 4. Test proposals # 07-4070 & 09-0165, approved by BCCO.

## 2. New Evidence submitted.

## A. DRAWINGS

1. Drawing No. **W11-40 Rev D**, titled "Series MG-500 Alum Outswing French Door (L.M.I.)", sheets 1 through 18 of 18, dated 07-15-11 and last revised on JUL 27, 2018, prepared by AL-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.

## B. TESTS (Revised) (Submitted under file #18-0319.09)

- 1. Test reports on
- 1) Air Infiltration Test, per FBC, TAS 202-94
- 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
- 3) Water Resistance Test, per FBC, TAS 202-94(Not performed)
- 4) Large Missile Impact Test per FBC, TAS 201-94
- 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
- 6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

Along with marked-up drawings and installation diagram of X & XX Alum. Outswing Entrance Door, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-7242**, dated 05/03/13, signed and sealed by Idalmis Ortega, P.E.

(This test report revised and issued by Fenestration testing on 05/21/18, signed and sealed by Idalmis Ortega, P.E.)

- 2. Test reports on: on 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94(Not performed)
  - 4) Large Missile Impact Test per FBC, TAS 201-94
  - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
  - 6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

Along with marked-up drawings of X and XX Alum. Outswing Entrance Door, prepared by Blackwater Testing Inc., Test Report No. **BT-ESW-17-020**, dated 06/14/178, signed and sealed by Constantin Bortes, P.E.

## C. CALCULATIONS (Submitted under file #18-0319.09)

1. Anchor verification calculations & structural analysis, complying with FBC 2017 (6<sup>th</sup> edition), prepared by Al-Farooq Corp., dated 03/16/18 and last revised on 07/27/18, signed & sealed by Javad Ahmad, P.E.

## D. QUALITY ASSURANCE

1. Miami Dade Department of Regulatory and Economic Resources (RER). Ishaq I. Chanda, P.E.

Product Control Examiner NOA No. 18-0314.07

Expiration Date: December 24, 2023 Approval Date: August 09, 2018

## Mr. Glass Doors & Windows, Inc.

## NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

## E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 17-0808.02 issued to Kuraray America, Inc. (former E.I. DuPont DeNemours & Co., Inc.) for the "Sentry Glass ® Interlayer", expiring on 07/4/23.
- 2. Notice of Acceptance No. **16-117.01** issued to **Kuraray America, Inc.** (Former E.I. DuPont DeNemours & Co., Inc. for the "Kuraray Trofosil Ultra clear and color PVB Interlayer (Former Kuraray **Butacite** ® **PVB interlayer**)", expiring on 07/08/19.

## F. STATEMENTS

- 1. Statement letter of conformance to FBC 2017 (6<sup>th</sup> Edition) and letter of no financial interest, prepared by Al Farooq Corporation, dated 03/12/18, signed and sealed by Javad Ahmad, P.E.
- 2. Private labeling agreement between Mr. Glass Doors & Windows Inc. and ES Windows, LLC, dated 08/01/18, signed by Ulises Senaris (President) and Ms. Evelyn Daes (MGR) respectively.
- 3. Distribution agreement between ES Windows, LLC (distributor) and Energia Solar, S.A, (manufacturer, dated 08/01/18, signed by MS. Carla Garcia (MGR) and Ms. Evelyn Deas (MGR) respectively.

## G. OTHER

- 1. This NOA revises & renews NOA #15-0826.32, expiring on DEC 24, 2024.
- 2. Test proposal dated 12/20/12 approved by Jaime D. Gascon, P.E.
- 3. Reference ES windows, LLC file # 18-0319.09

Ishaq I. Chanda, P.E. Product Control Examiner

NOA No. 18-0314.07

Expiration Date: December 24, 2023 Approval Date: August 09, 2018

COMP-ANL/W11-40MG

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8768-S82 (305) XA7

ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
TEL. (305) 264-8100 FAX. (305) 262-69

**ИОІТАЯОЧЯОО ОООВАЧ-ТА** 

## SERIES MG500

## ALUMINUM OUTSWING ENTRANCE DOOR

SEE SHEET 2 FOR DESIGN LOAD CAPACITY OF SINGLE DOORS WITH OR WITHOUT TRANSOMS.

SEE SHEETS 3 & 4 FOR DESIGN LOAD CAPACITY OF DOUBLE DOORS WITH OR WITHOUT TRANSOMS.

SEE SHEET 5 FOR DESIGN LOAD CAPACITY OF SINGLE AND DOUBLE DOORS WITHOUT TRANSOMS WITH ADDITIONAL OPTIONS.

SEE SHEET 6 FOR DESIGN LOAD CAPACITY OF SINGLE DOORS WITHOUT TRANSOMS WITH HIGHER LOAD CAPACITY.

DOORS CAN ALSO BE USED WITH MR. GLASS SERIES MG5000 OR SERIES 9500 STOREFRONT SYSTEMS UNDER SEPARATE NOA. DOOR MULLION ATACHMENT, END LOAD AND CAPACITY TO BE REVIEWED BY BUILDING OFFICIAL.

DOUBLE DOORS WITH STANDARD, SADDLE AND HIGH THRESHOLD AND SINGLE DOORS WITH STANDARD AND SODLE THRESHOLD ARE NOT APPROVED SINGLE DOORS WITH STANDARD AND SODLE THRESHOLD ARE NOT APPROVED SINGLE DOORS USING ES-9026 (HIGH THRESHOLD OPTION) ARE APPROVED FOR WATER INFILITATION RESISTANCE.

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE 2017 (6TH EDITION) FLORIDA BUILDING CODE INCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ).

18Y OR 2BY WOOD BUCKS & BUCK FASTENERS BY OTHERS, MUST BE DESIGNED AND INSTALLED ADEQUATELY TO TRANSFER APPLIED PRODUCT LOADS TO THE BUILDING STRUCTURE. ANCHORS SHALL BE CORROSION RESISTANT, SPACED AS SHOWN ON DETAILS AND INSTALLED PER MANDE'S INSTRUCTIONS. SPECIFIED EMBEDMENT TO BASE MARRIAL SHALL BE BEYOND WALL DRESSING OR STUCCO.

A LOAD DURATION INCREASE IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.

MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS, THAT DOME INTO CONTACT WITH OTHER DISSIMILER MATERIALS SHALL MEET THE REQUIREMENTS OF THE 2017 FLORIDA BLDG. CODE & ADOPTED STANDARDS. ALL SHIMS TO BE HIGH IMPACT, NON-METALLIC AND NON-COMPRESSIBLE.

THIS PRODUCT APPROVAL IS GENERIC AND DOES NOT PROVIDE INFORMATION FOR A SITE SPECIFOR PROJECT, i.e. LIFE SAFETY OF THIS PRODUCT, ADEQUACY OF STRUCTURE RECEINING THIS PRODUCT AND SEALING AROUND OPENING FOR WATER INFILTRATION RESISTANCE ETC.
CONDITIONS NOT SHOWN IN THIS DRAWING ARE TO BE ANALYZED SEPARATELY, AND TO BE REVIEWED BY BUILDING OFFICIAL.

## GLASS D.L.O. DIMS.

D.L.O. HEIGHT (DOOR) = FRAME HEIGHT - 15.250" (STD. THRESHOLD)
D.L.O. HEIGHT (DOOR) = FRAME HEIGHT - 15.252" (SADDLE THRESHOLD)
D.L.O. HEIGHT (DOOR) = FRAME HEIGHT - 15.750" (HIGH THRESHOLD)
D.L.O. WIEHT (DOOR) = FRAME WIDTH - 14.0625"

TEL. (305) 470-8284

MR. GLASS DOORS & WINDOWS INC. 8120 N.W. 84 STREET MEDLEY, FL. 33166

SERIES-MCSOO ALUM OUTSWING FRENCH DOOR (L.M.I.)

FAX. (305) 470-8285

D.L.O. HEIGHT (TRANSOM) = FRAME HEIGHT - 5.125" D.L.O. WIDTH (TRANSOM) = FRAME WIDTH - 7"

LEAF HEIGHT = FRAME HEIGHT — 2.938" (STD. THRESHOLD)
LEAF HEIGHT = FRAME HEIGHT — 2.563" (SADDLE THRESHOLD)
LEAF HEIGHT = FRAME HEIGHT — 2.438" (HIGH THRESHOLD)
LEAF WIDTH = FRAME WIDTH — 5.188"

UPDATED TO 2010 FBC CENERAL REV. REV. PER RER COMMENTS

px description

THESE DOORS ARE RATED FOR LARGE & SMALL MISSILE IMPACT. SHUTTERS ARE NOT REQUIRED.

81.72.70

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PROBLECT REVENESS is complete, with the Florids Golding Code | 18-03/4, 07 Acceptance No. 18-03/4, 07 Expiration Date: \$\international Date: 24\frac{1}{2}\international Date: 2



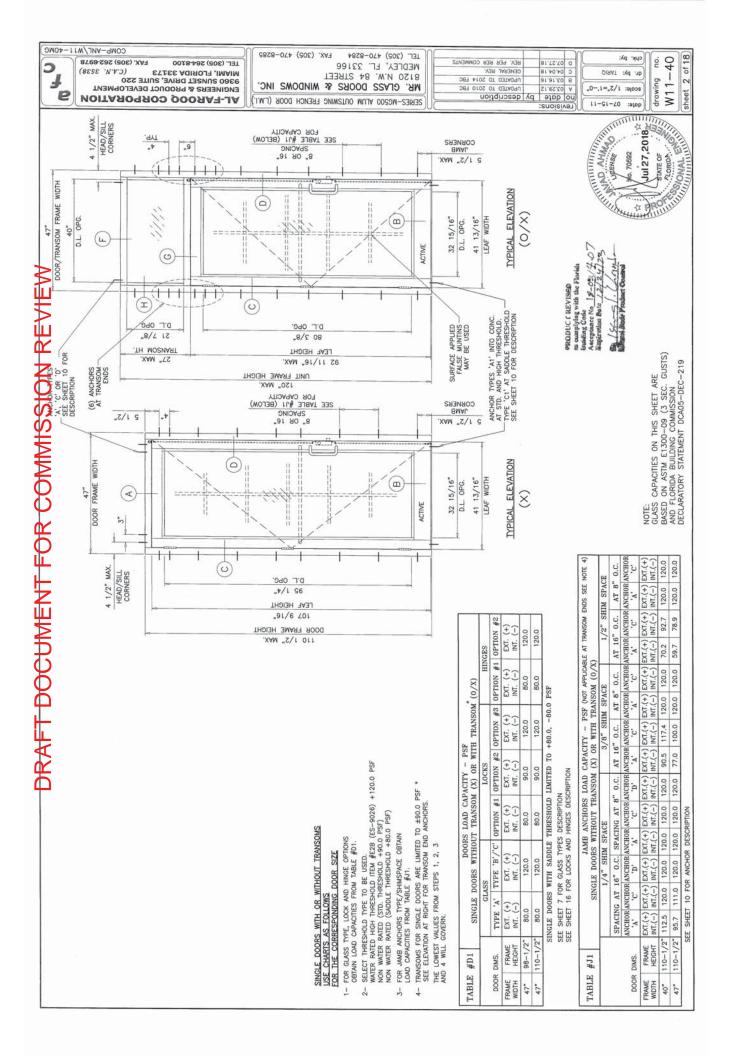


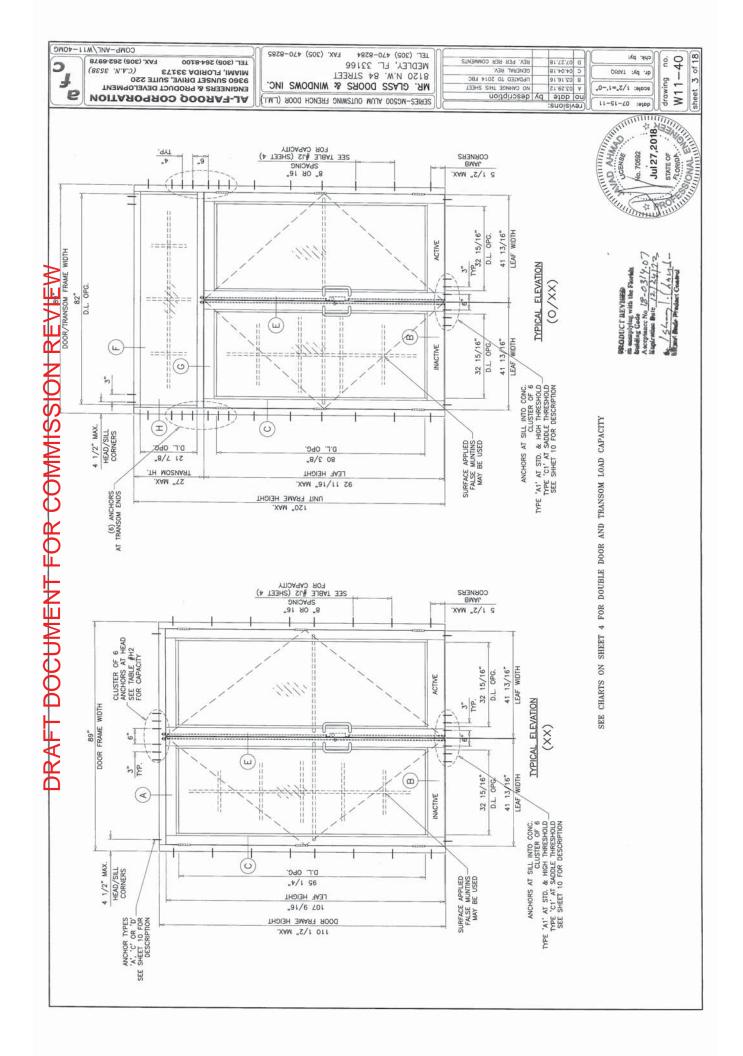
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COMP-ANL/W11-40MG

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(C.A.N. 3538) FAX. (305) 262-6978

TEL. (305) 264-8100

ENGINEERS & PRODUCT DEVELOPMENT 9360 SUNSET DRIVE, SUITE 220 (C.A.W. 36

**ИОПАЙОННЯ** 

DOUBLE DOORS WITH OR WITHOUT TRANSOMS USE CHARTS AS FOLLOWS FOR THE CORRESPONDING DOOR SIZE

FOR GLASS TYPE, LOCK AND HINGE OPTIONS OBTAIN LOAD CAPACITIES FROM TABLE #D2.

2- SELECT THRESHOLD TYPE TO BE USED.
NON WATER RATED FOR DOUBLE DOORS
(STANDARD, SADDLE OR HIGH THRESHOLD)

3- FOR JAMB ANCHORS TYPE/SHIMSPACE OBTAIN
LOAD CAPACITIES FROM TABLE, \$4.2.
SEE ELEVATION ON SHEET 3 FOR TRANSOM END ANCHORS.
(MIN. 6 ANCHORS REQD. IN ALL CASES) FOR HEAD ANCHORS, TYPE/SHIMSPACE OBTAIN LOAD CAPACITIES FROM TABLE #H2.

THE LOWEST VALUES FROM STEPS 1, 2, 3 AND 4 WILL GOVERN.

FL. 33166 MR. GLASS DOORS & WINDOWS INC. SERIES-MGSOO ALUM OUTSWING FRENCH DOOR (L.M.I.)

> -80.0 PSF DOUBLE DOORS WITH SADDLE THRESHOLD LIMITED TO +80.0, SEE SHEET 7 FOR GLASS TYPES DESCRIPTION SEE SHEET 16 FOR LOCKS AND HINGES DESCRIPTION

OPTION #1 OPTION #2 OPTION #3 OPTION #1 OPTION #2

DOORS LOAD CAPACITY – PSF DOUBLE DOOR WITHOUT TRANSOM (XX) OR WITH TRANSOM (0/XX)

HINGES

EXT. (+) 90.0 90.0

EXT. (±) 80.0

EXT. (+) 90.0 80.0

EXT. (+) 0.06 80.0

EXT. (-) 80.0 80.0

EXT. (-) 90.0 80.0

EXT. (+) 80.0 80.0

FRAME 98-1/2"

FRAME 89"

TYPE 'A' TYPE 'B'/'C'

GLASS

TABLE #D2 DOOR DIMS.

| 1/4" SHIM SPACE   3/8" SHIM SPACE   3/8" SHIM SPACE   1/2" SHIM SPACE   1/2" SHIM SPACE   3/8" SHIM SPACE   1/2" SHIM SPACE   3/8" SHIM SPACE   1/2" SHIM  | TABLE #J2 | #12      |               | DOUBI         | CE DOO  | JAMB ANCH<br>DOUBLE DOORS WITHOUT | ANCHOR<br>TOUT TH | DRS LOAD CAP!<br>TRANSOM (XX) | JAMB ANCHORS LOAD CAPACITY - PSF (NOT APPLICABLE AT TRANSOM ENDS SEE NOTE 3) S WITHOUT TRANSOM (XX) OR WITH TRANSOM (O/XX) | ITY -<br>R WITH | ACITY - PSF (NOT APPLICABLE OR WITH TRANSOM (0/XX) | T APPLICA<br>OM (0/ | BLE AT T      | RANSOM        | ENDS SEE | NOTE 3        |
|--|-----------|----------|---------------|---------------|---------|-----------------------------------|-------------------|-------------------------------|--|-----------------|--|---------------------|---------------|---------------|----------|---------------|
| SPACING AT 16" 0.C.   SPACING AT 8" 0.C.   AT 16" 0.C.   AT 8" 0.C.   AT 16" 0.C.    |           |          |               |               | 1/4" SI | HIM SPA                           | CE                |                               | 63   |                 | IIM SPA  | CE                  |               | 1/2" SF       | HM SPA   | CE            |
| $ \begin{array}{cccccccccccccccccccccccccccccccccccc$  |           |          | SPACIN        | VG AT 1       | 16" O.C | SPACI                             | NG AT             | 8" 0.C.                       | AT 16  | " o.c.          | -  | . o.c.              | AT 16         | ," o.c.       | AT 8     | " o.c.        |
| FRAME   EXT(+)   EX | DOOR      | DIMS.    | ANCHOR<br>'A' | ANCHOR<br>'C' | ANCHO!  | R ANCHOR                          | ANCHOR<br>'C'     | ANCHOR<br>'D'                 | ANCHOR<br>'A'  | ANCHOR<br>'C'   | ANCHOR<br>'A'                                      | ANCHOR<br>'C'       | ANCHOR<br>'A' | ANCHOF<br>'C' | ANCHO!   | ANCHOR<br>'C' |
| 110-1/2' 90.0 88.7 90.0 90.0 90.0 90.0 90.0 81.3 88.7 90.0 63.1 83.3 90.0  | FRAME     | FRAME    | EXT.(+)       |               | EXT.(+) |                                   | EXT.(+)           | 00                            | EXT.(+)  | EXT.(+)         | EXT.(+)  |                     | EXT.(+)       | EXT.(+)       | EXT.(+)  | EXT.(+)       |
| 110-1/2" 90.0 88.7 90.0 90.0 90.0 90.0 81.3 88.7 90.0 90.0 63.1 83.3 90.0  | 75"       | 110-1/2" |               |               | 90.0    | 1_                                | 90.0              | 90.0                          | 90.0   | 90.0            | 90.0   | 90.0                | 74.9          | 90.0          | 90.0     | 90.0          |
|  | 68        | 110-1/2" |               | 88.7          | 90.0    | -                                 | 90.0              | 90.0                          | 81.3   | 88.7            | 90.0   | 90.0                | 63.1          | 83.3          | 90.0     | 90.0          |

| TABLE #H2 | #H2 DOUBLE | ILE DOOF           | HEAD AN            | HEAD ANCHORS LOAD CAPACITY - PSF<br>WITHOUT TRANSOM (XX) OR WITH TR. | OM (XX)            | CAPACITY - PSF<br>(XX) OR WITH TRANSOM (0/XX) | PSF<br>TRANSO        | XX/0) W            |
|-----------|------------|--------------------|--------------------|--|--------------------|---|----------------------|--------------------|
|           |            | 1/4"               | SHIM SPACE         | PACE   | 3/8" SHI           | SHIM SPACE 1/2"                               | 810                  | SHIM SPACE         |
| DOOR      | DOOR DIMS. | ANCHOR<br>TYPE 'A' | ANCHOR<br>TYPE 'C' | ANCHOR<br>TYPE 'D'   | ANCHOR<br>TYPE 'A' | ANCHOR<br>TYPE 'C'                            | ANCHOR<br>TYPE 'A'   | ANCHOR<br>TYPE 'C' |
| FRAME     | FRAME      | EXT. (+)           | EXT. (+)           | EXT. (+)<br>INT. (-)   | EXT. (+)           | EXT. (+)<br>INT. (-)                          | EXT. (+)<br>INT. (-) | EXT. (+)           |
| 75"       | *0/ + 00   | 90.0               | 90.0               | 90.0   | 90.0               | 90.0  | 73.0                 | 90.0               |
| .68       | 3/1-06     | 90.0               | 90.0               | 90.0   | 79.2               | 90.0  | 61.5                 | 81.2               |
| 75"       | .40 4 //2" | 90.0               | 0.06               | 90.0   | 83.8               | 0.06  | 65.1                 | 85.9               |
| *88       | 7/1-011    | 90.0               | 90.0               | 90.0   | 70.6               | 0.06  | 54.8                 | 72.3               |

SEE SHEET 10 FOR ANCHOR DESCRIPTION

ANCHORS DESIGN LOAD CAPACITY ALL SIZES =  $\pm$  90.0 PSF (STD. & HIGH THRESHOLDS)  $\pm$  80.0 PSF (SADDLE THRESHOLD) SILL

TEL. (305) 470-8284 MEDLEY, 8120 N.W. 84 STREET

20016: 1\S\_=1,-0.

sheet 4 of 18 W11-40 no. drawing

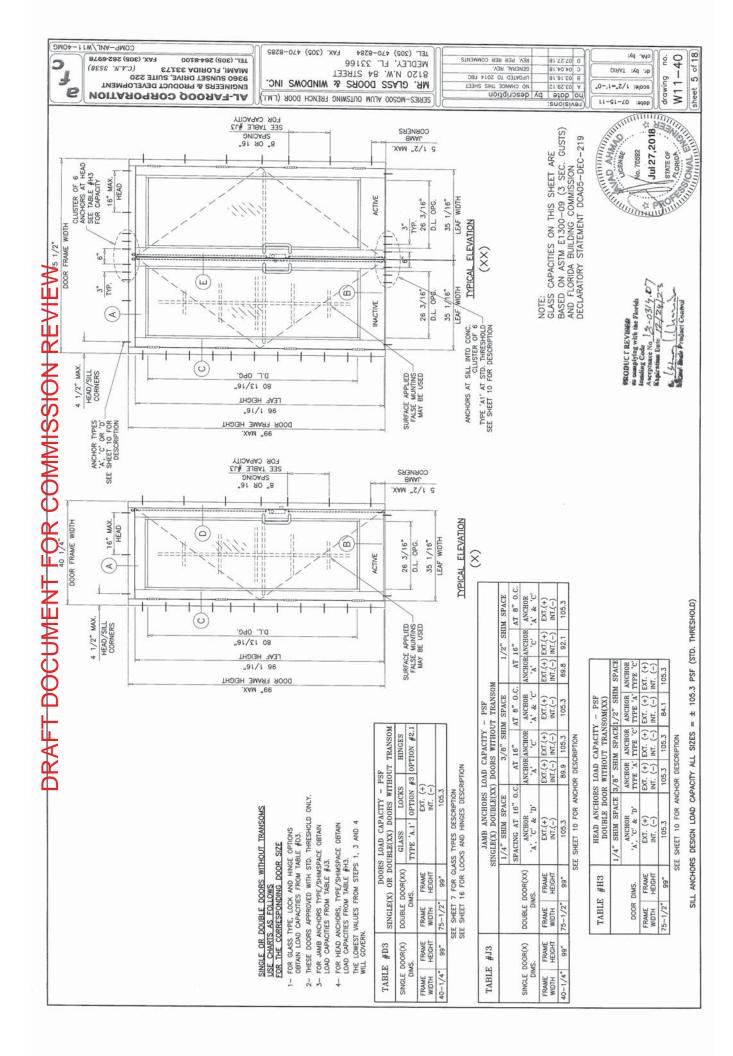
NOTE:
GLASS CAPACITIES ON THIS SHEET ARE
BASED ON ASTM E1300—09 (3 SEC. GUSTS)
AND FLORIDA BUILDING COMMISSION
DECLARATORY STATEMENT DCAO5—DEC—219

No. 70688

STATE OF S



egoduc f nevis60 es complying with the Florida Istaling Code



DRAFT DOCUMENT FOR COMMISSION REVIEW DOOR FRAME WIDTH

COMP-ANL/W11-40MG

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8768-282 (305) XAR

(C.A.N. 3538)

16" MAX HEAD

(A)

4 1/2" MAX. HEAD/SILL CORNERS

SEE SHEET 10 FOR DESCRIPTION

TEL. (305) 264-8100

8" OR 16" SEE TABLE #J4 FOR CAPACITY

D.L. 0PG \*4/5 08 LEAF HEIGHT .91/1 26

DOOR FRAME HEIGHT

0

ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
(C.A.N., 36

**ИОІТАЯОЧЯОО ОООЯАТ-ІА** 

FAX. (305) 470-8285 TEL (305) 470-8284 WEDFEX' LT' 33166 8120 N.W. 84 STREET MR. GLASS DOORS & WINDOWS INC.

SERIES-MC200 ALUM OUTSWING FRENCH DOOR (L.M.L.)

120

120.0 130.0 OPTION #2 HINGES

CORNERS
CORNERS

25 15/16" 34 13/16" D.L. OPG.

SURFACE APPLIED FALSE MUNTINS— MAY BE USED

ACTIVE

EXT.(+) | INT.(-) | EXT.(+) | INT.(-) | EXT.(+) | INT.(-) DOORS LOAD CAPACITY - PSF SINGLE(X) DOORS WITHOUT TRANSOM SEE SHEET 7 FOR GLASS TYPES DESCRIPTION SEE SHEET 16 FOR LOCKS AND HINGES DESCRIPTION 120.0 130.0 OPTION #3 LOCKS 120.0 130.0 TYPE 'B.1' GLASS FRAME SINGLE DOOR(X) TABLE #D4 .96 DIMS. FRAME 40

2- THESE DOORS APPROVED WITH STD. THRESHOLD ONLY. 3- FOR JAMB ANCHORS TYPE/SHIMSPACE OBTAIN

FOR GLASS TYPE, LOCK AND HINGE OPTIONS OBTAIN LOAD CAPACITIES FROM TABLES #D4.

SINGLE DOORS WITHOUT TRANSOMS USE CHARTS AS FOLLOWS FOR THE CORRESPONDING DOOR SIZE

FOR JAMB ANCHORS TYPE/SHIMSPACE OBTAIN LOAD CAPACITIES FROM TABLE #J4.

LOWEST VALUES FROM STEPS 1 AND 3 GOVERN.

ME

| JAMB ANCHORS LOAD CAPACITY - PSF |
|----------------------------------|
|                                  |

| TABLE #14            | #14    |                    |   |                    | JAMB ANCHORS LOAD CAPACITY - PSF<br>SINGLE(X) DOORS WITHOUT TRANSOM | HORS LO  | AD CAPA<br>WITHOU       | CITY -             | PSF<br>SOM         |                    |                                    |                    |               |
|----------------------|--------|--------------------|---|--------------------|---|----------|-------------------------|--------------------|--------------------|--------------------|------------------------------------|--------------------|---------------|
|                      |        |                    | _                                       | /4" SH             | 1/4" SHIM SPACE   |          |                         | HS8/1              | 3/8" SHIM SPACE    | 1                  | /2" SH                             | 1/2" SHIM SPACE    | CE            |
|                      |        | A1                 | AT 16" O.C.                             |                    | SPACING AT 8" O.C.  | r 8" o.c |                         | AT 16"             | AT 8" 0.C.         |                    | AT 16"                             | AT 8               | AT 8" 0.C.    |
| SINGLE DOOR(X) DIMS. | OOR(X) | ANCHOR<br>'A'      | ANCHOR<br>'C'                           | ANCHOR<br>'D'      | ANCHOR<br>'A', 'C' & 'D'  | OR 'D'   | ANCHOR A                | ANCHOR ANCHOR      | ANCHOR             | ANCHOR<br>'A'      | ANCHOR<br>'C'                      | ANCHOR<br>'A'      | ANCHOR<br>'C' |
| FRAME                | FRAME  | EXT.(+)<br>INT.(-) | EXT.(+) EXT.(+) EXT.(+) INT.(-) INT.(-) | EXT.(+)<br>INT.(-) | EXT.(+)<br>INT.(-)  | T-7      | EXT.(+) EXT.(+) INT.(-) | EXT.(+)<br>INT.(-) | EXT.(+)<br>INT.(-) | EXT.(+)<br>INT.(-) | EXT.(+) EXT.(+)<br>INT.(-) INT.(-) | EXT.(+)<br>INT.(-) | ) EXT.(+)     |
| 40.                  | .96    | 112.5              | 112.5 130.0                             | 130.0              | 130.0   | 0        | 90.5                    | 117.5              | 130.0              | 70.2               | 92.7                               | 130.0              | 130.0         |
| 9                    | ľ      | Dane Dane          | 7 40 50                                 | O ANIONA           | MOLIDIA GOD ON TOTAL STORY  | JAI.     |                         |                    |                    |                    |                                    |                    |               |

SEE SHEET 10 FOR ANCHOR DESCRIP

SILL ANCHORS DESIGN LOAD CAPACITY = ± 130.0 PSF (STD. THRESHOLD)

100 dots of a consisions:

20 dots of a consisions:

20 dots of a consisions of a consistency of a con CENERAL REV. UPDATED TO 2014 FBC NO CHANGE THIS SHEET py description

DOORS WITH SERIES-9500 FRAMES ONLY.

TYPICAL ELEVATION

8

LEAF WIDTH

qu ph: acque: 1/S\_=1,-0\_

no.

sheet 6 of 18 W11-40 drawing

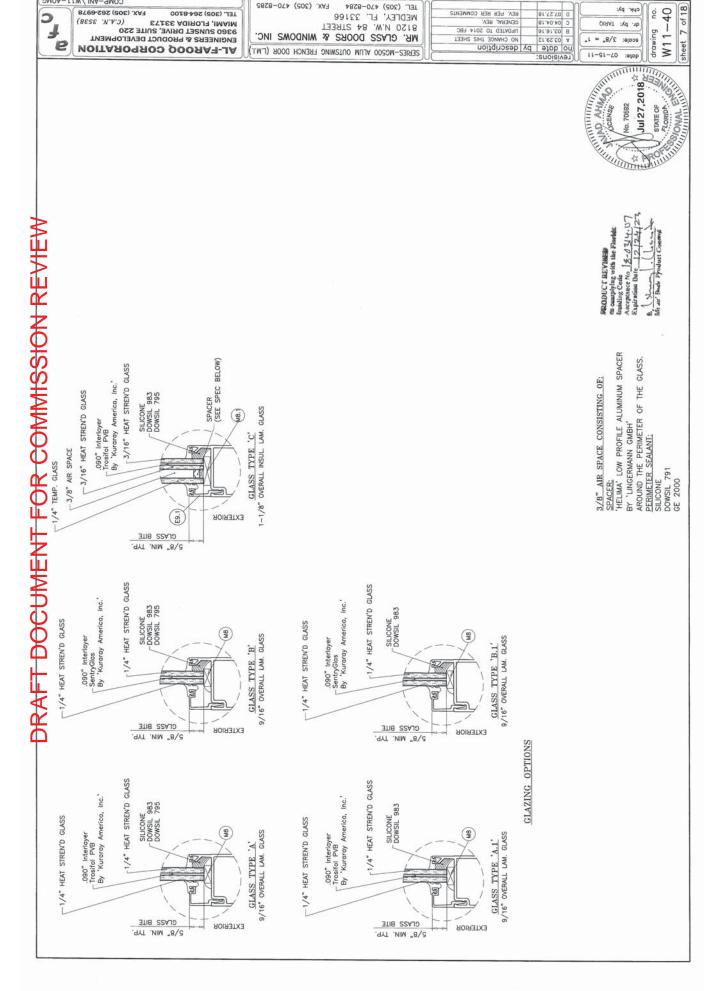
NOTE:
GLASS CAPACITIES ON THIS SHEET ARE
BASED ON ASTM E1300—09 (3 SEC. GUSTS)
AND FLORIDA BUILDING COMMISSION
DECLARATORY STATEMENT DCAOS—DEC—219

#BODUCT REVISED

To compliage with the Floridal

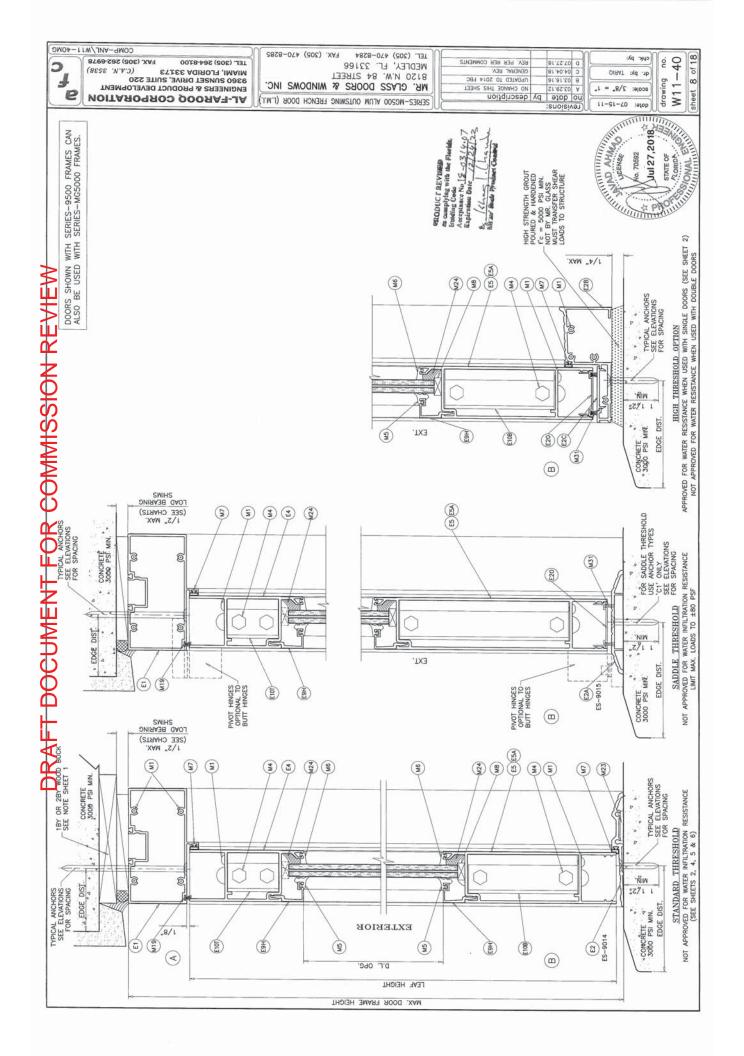
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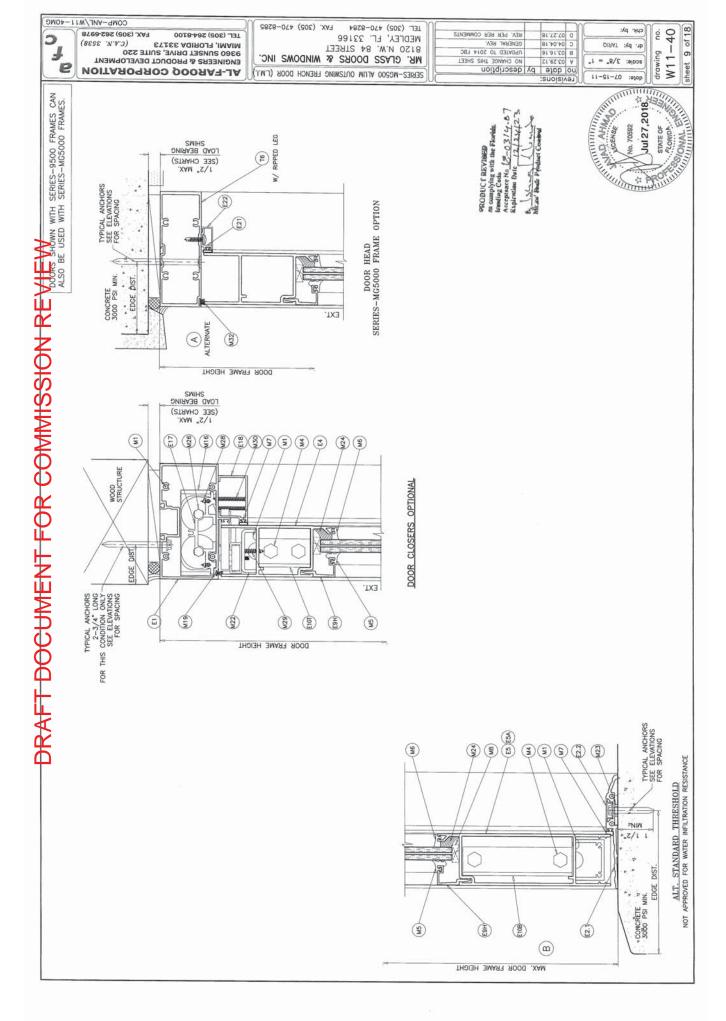
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FAX. (305) 470-8285

COMP-ANL/W11-40MG





EDGE DIST

GLASS MR. В MUST SUPPORT LOADS IMPOSED BY GLAZING SYSTEM AND TRANSFER THEM TO THE BUILDING STRUCTURE. 1X OR 2X WOOD BUCKS AND METAL STRUCTURES NOT

## FOR SPACING SEE ELEV. TYPICAL ANCHORS:

| TYPE 'A'- | TYPE 'A'- 1/4" ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI)  |
|-----------|---|
|           | THRU 1BY OR 2BY WOOD BUCKS INTO CONCRETE OR BLOCI<br>1-1/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS)<br>1-1/4" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS) |
|           | DIRECTLY INTO CONCRETE OR BLOCKS 2" MIN. EMBED INTO CONCRETE (HEAD/JAMBS) 2" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS)                                |
|           | ANCHOR EDGE DISTANCES   |
|           | INTO CONCRETE AND BLOCKS = 2-1/2" MIN.  |

AT HEAD OR JAMBS

INTO WOOD STRUCTURE =

THRU 18Y OR 28Y WOOD BUCKS INTO CONCRETE OR BLOCKS 1-1/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS) 1-1/4" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS) (Fu=177 KSI, Fy=155 KSI) MIN. EMBED INTO CONCRETE (HEAD/JAMBS)
MIN. EMBED INTO GROUT FILLED BLOCKS (J DIRECTLY INTO CONCRETE OR BLOCKS 5/16" ULTRACON BY 'ELCO' TYPE 'C'-

FAX. (305) 470-8285

TEL. (305) 470-8284

8120 N.W. 84 STREET MEDLEY, FL. 33166

MR. GLASS DOORS & WINDOWS INC.

SERIES-MC200 ALUM OUTSWING FRENCH DOOR (L.M.L.)

## ANCHOR EDGE DISTANCES

AT HEAD OR JAMBS

(JAMBS)

INTO CONCRETE AND BLOCKS = 3-1/8" MIN. INTO WOOD STRUCTURE = 1-1/4" MIN.

1/4" TEKS OR SELF DRILLING SCREWS (GRADE 5 CRS) ,D,-TYPE

INTO MIAMI-DADE COUNTY APPROVED MULLIONS

INTO METAL STRUCTURES (HEAD/JAMBS)
(3) THREADS MIN. PENETRATION BEYOND SUBSTRATE STEEL: 1/8" THK. MIN. (Fy = 36 KSI MIN.) (STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR ALUMINUM: 1/8" THK. MIN. (6063-T5 MIN.)

## ANCHOR EDGE DISTANCES

PAINTED)

INTO METAL STRUCTURE = 1/2" MIN.

TYPE 'A1'- 1/4" X 1-3/4" ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI) DIRECTLY INTO CONCRETE (FOR STD. AND HIGH THRESHOLD) WITH 1-1/2" MIN. EMBED INTO CONCRETE AT HEAD OR JAMBS TIIS TA

## ANCHOR EDGE DISTANCES

INTO CONCRETE = 2-1/2" MIN.

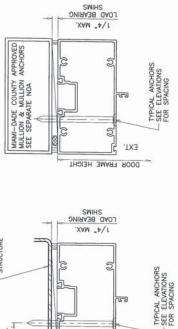
'C1'-5/16" X 2" ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI) DIRECTLY INTO CONCRETE (FOR SADDLE THRESHOLD) WITH 1-1/2" MIN. EMBED INTO CONCRETE TYPE .

L SILL

## ANCHOR EDGE DISTANCES

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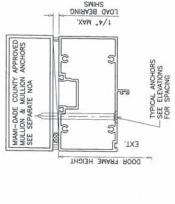
WOOD AT HEAD OR JAMBS SG = 0.55 MIN. CONCRETE AT HEAD, SILL OR JAMBS  $f^{*}c$  = 3000 PSI MIN. C-90 GROUT FILLED BLOCK AT JAMBS  $f^{*}m$  = 2000 PSI MIN.



EXT.

XS

DOOR FRAME HEIGHT



COMP-ANL/W11-40MG

J.

8

FAX. (305) 262-6978

MIAMI, FLORIDA 33173 (C.A.N. 3538)

АС-FAROOQ СОЯРОВАТІОИ

ENGINEERS & PRODUCT DEVELOPMENT

TEL. (305) 264-8100





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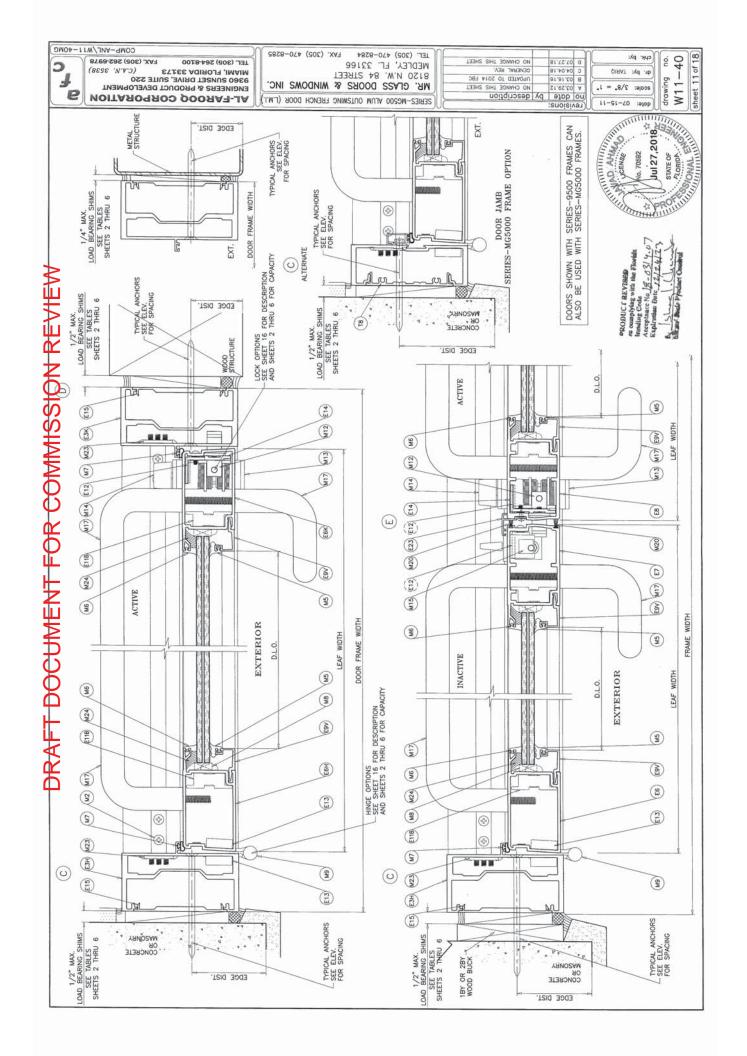


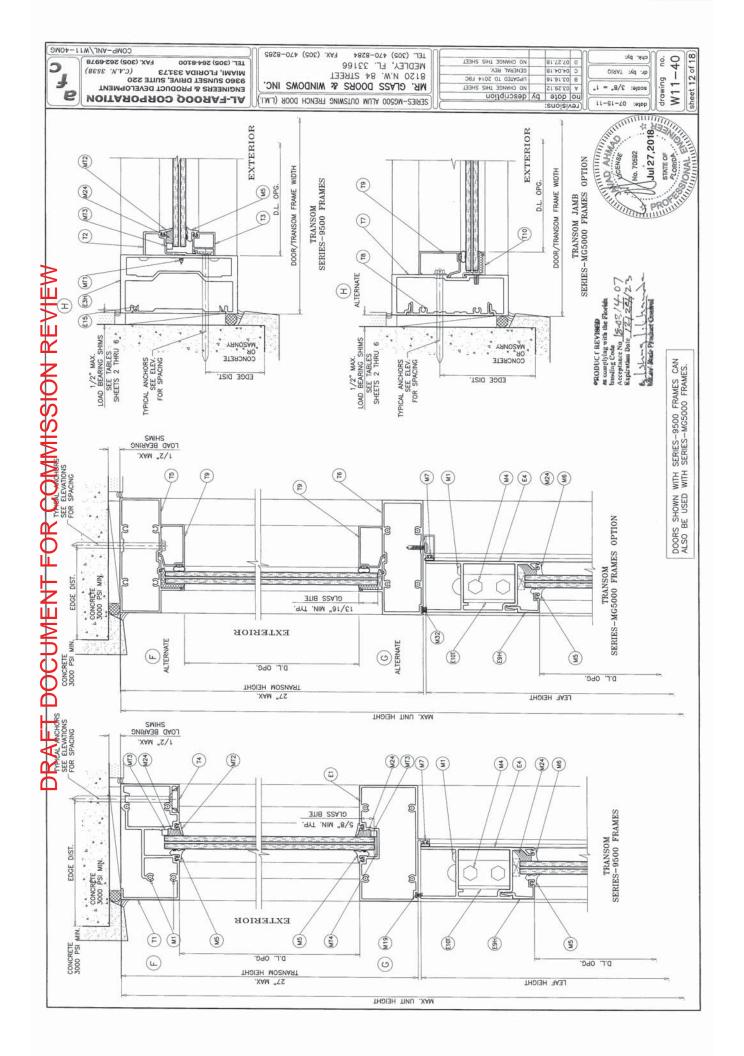
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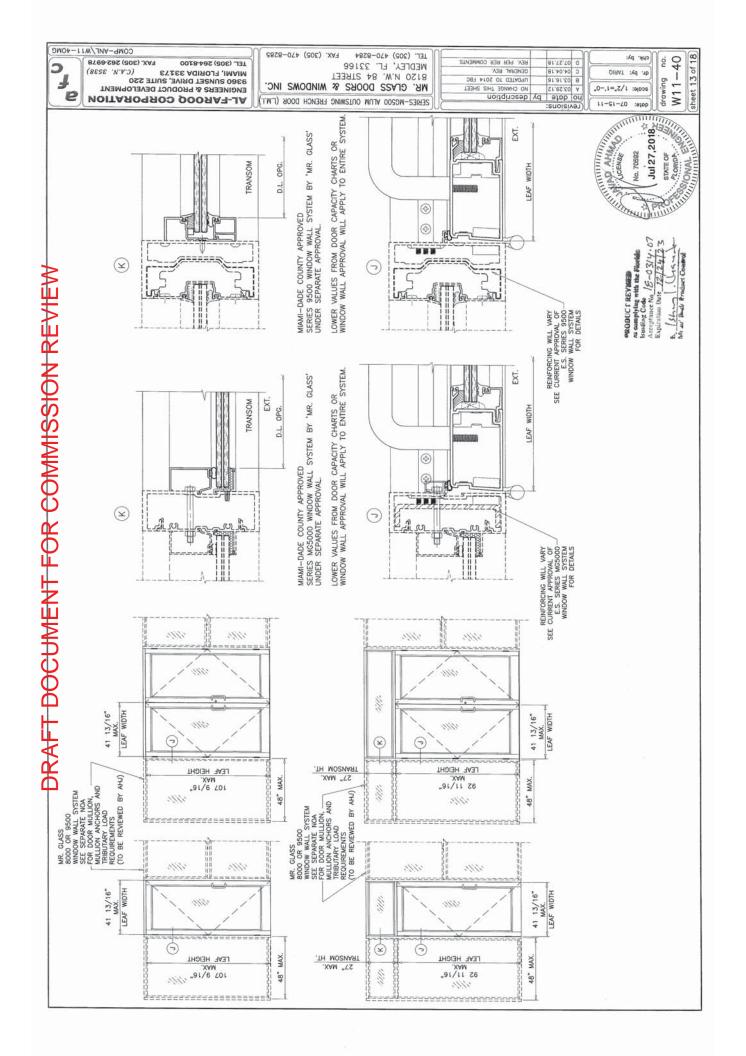
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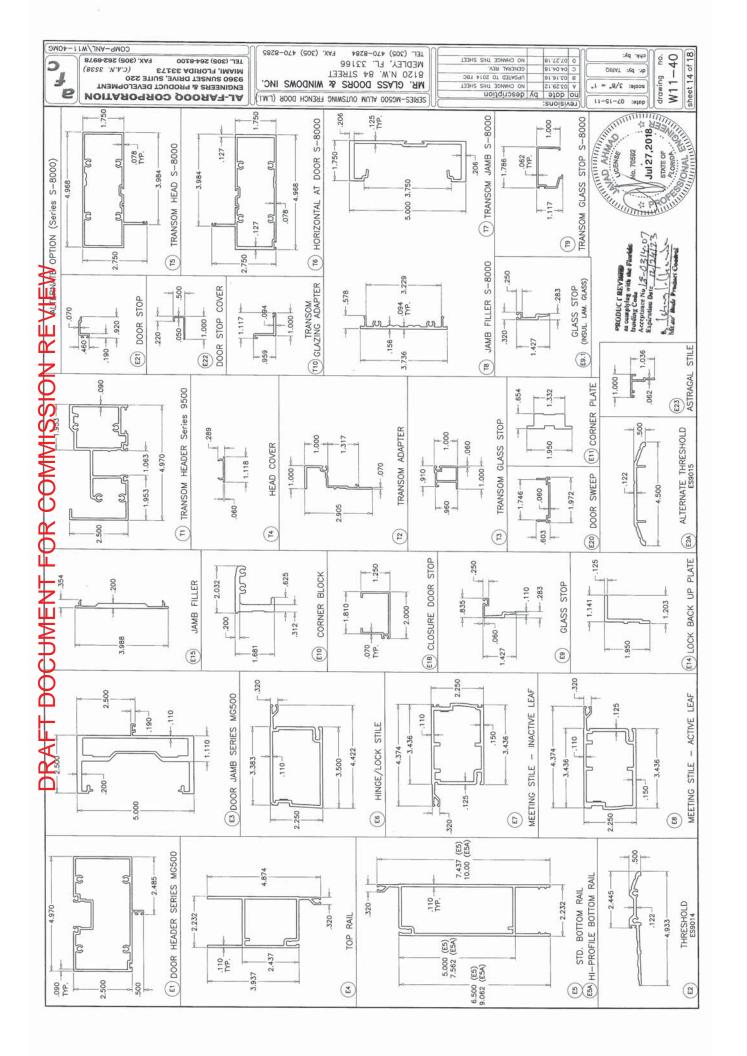
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UPDATED TO SO14 FBC drawing STATE OF STA CLASS DOORS & WINDOWS INC. = .8/2 21.62.50 6 Mo. TOOLS

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E .040 SETTING BLOCKS (1/16" x 3/4") AT 1/4 POINTS -330-(E2.1) Mr au' Bade Product Conte INTERIOR SPACER 1/4" x 1/4" TRANSOM GLASS STOP S-8000 TRANSOM HEADER Series 9500 HORIZONTAL AT DOOR S-8000 TRANSOM JAMB S-8000 HEAD COVER #10 × 1/2" F.H. ST/ST SMS TRIM GASKET E13 .289 E2.2 TRANSOM GLAZING ADAPTER TRANSOM HEAD S-8000 TRANSOM GLASS STOP JAMB FILLER S-8000 TRANSOM ADAPTER AS REOD. AS REOD. AS REOD. AS REQD. AS REOD. AS REGD. AS REQD. ES-9018 ES-9502 ES-8013 ES-8012 ES-9506 ES-9019 ES-8003 ES-8014 ES-8005 ES-8006 MT2 MT3 MT4 13 T10 2 2 2 1 2 12" ULTRAFAB, DUROMETER 73±5 SHORE A SMS AT 3/4" X 1" X 1/8" X 9" LONG DUROMETER 70±5 SHORE A SECURED WITH #8 X 1/2" DUROMETER 70±5 SHORE DUROMETER 80±5 SHORE DUROMETER 80±5 SHORE 1-1/4" X 9" X 3/8" FH MACHINE SCREWS 10" LONG PH MACHINE SCREWS ST. STEEL 6061-76 6063-T6 6063-75 6063-T5 6063-T6 6063-T5 6063-T5 6063-T5 6063-T5 5063-T5 8063-T5 8063-T5 6063-T5 6063-T5 STEEL 6063-T5 ALUMINUM ST. STEEL 6063-T6 6063-15 EPDM EPDM EPDM WOOL WOOL WOOL SETTING BLOCKS (IAM. GLASS) AT 1/4 POINTS SETTING BLOCKS (INSUL. LAM. GLASS) AT 1/4 POINTS BULB VINYL, BASE-POLYPROPILENE, BULB-TPE #10 x 1 1/2" F.H. ST/ST SMS, AT 23" 0.C.
PILE - DOOR SWEEP
PILE - HEADER HINGE BACKUP PLATE REINFORCEMENT GLASS STOP (INSUL LAM. GLASS) #8 - 32 x 1/2" P.H. ST/ST MS SPACER 5/8" X 1-7/8" HINGE BACKUP PLATE FASTENERS MEETING STILE - INACTIVE LEAF #12 - 24 x 1" F.H. ST/ST MS CLOSER SUPPORT CLIPS (PAIR) CLOSER DOOR STOP MEETING STILE - ACTIVE LEAF PILE W'STRIPPING - HEADER 3/8" - 16 x 1" HEX. BOLT ALT. STANDARD THRESHOLD 1/4 - 20 x 2" HEX. BOLT CORNER BLOCK - BOTTOM ST/ST SWS #10 x 1" F.H. ST/ST SMS #10 x 1" F.H. ST/ST SMS HI-PROFILE BOTTOM RAIL HORIZONTAL GLASS STOF LOCK PLATE FASTENERS STANDARD THRESHOLD VERTICAL GLASS STOP CORNER BLOCK -TOP DOOR JAMB - HINGE CLOSER COVER PLATE STRUCTURAL SILICONE SADDLE THRESHOLD THRESHOLD COVER DOOR STOP COVER BOTTOM RAIL HINGE/LOCK STILE PILE - MTG STILES HIGH THRESHOLD REINFORCEMENT THRESHOLD CLIP CORNER PLATE DOOR HEADER SCREW COVER CORNER PLATE DOOR CLOSURE 3 POINT LOCK KEY CYLINDER POINT LOCK PUSH - PULL DOOR SWEEP JAMB FILLER DOOR STOP THUMBTURN TOP RAIL 2/ CLOSER 3/ CLOSER 12-24 X 1/2" 4/ PLATE 1/ CLOSER AS ROD. AS ROD. 3/ PLATE 1/ CLOSER AS ROD. AS REOD. AS REOD. AS ROD. AS RQD. AS ROD. AS ROD. AS ROD. AS RQD. AS ROD. AS ROD. AS ROD. 1/ LEAF AS ROD. AS ROD. ES-9000-30 ES-9000-031 8-32 X 1/2" ES-9000-B02A ES-9015 ES-9026 ES-9000-C01 ES-9000-G03 ES-9000-B01 ES-6011 ES-9006 ES-9007 ES-9009 ES-9000-C02 ES-9013 ES-9001 ES-9010 ES-9011 ES-9016 ES-9012 ES-9027 ES-9003 ES-9029 ES-9008 ES-9008 ES-9017 ES-9021 W13273NK W23451NK W13351NK ES-9004 ES-9005 ES-9051 ES-9052 E108 E117 E12 E13 E13A E14 E14A M8.1 E2.2 E2A E2B E3H E2.1 E6H E9H E9V E9V E9.1 E10T E16 E17 E5 E5 5 E18 E19 E20 E21 E22 E23 M2 M3 \* M6 M7 MB 8

TEL. (305) 470-8284

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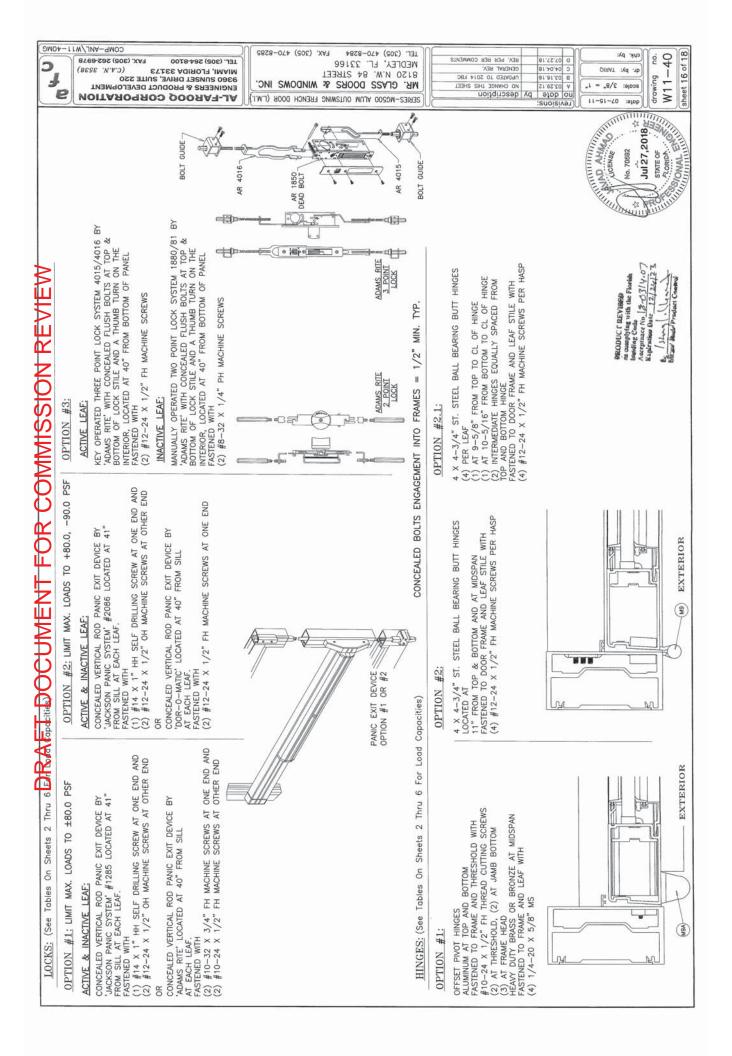
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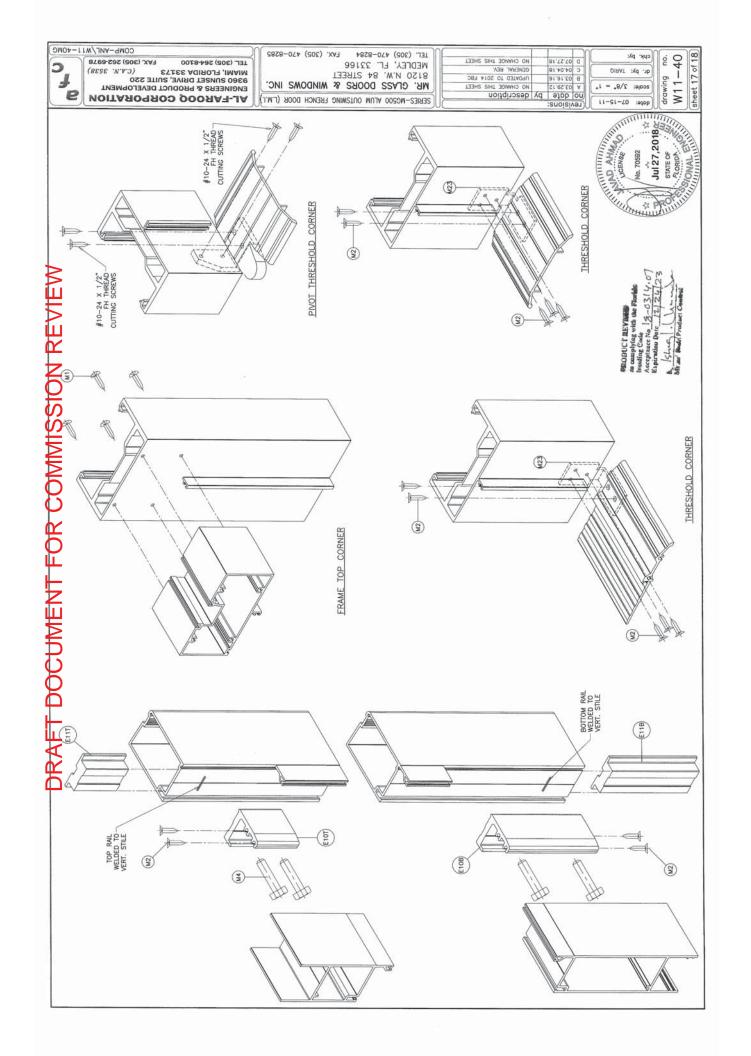
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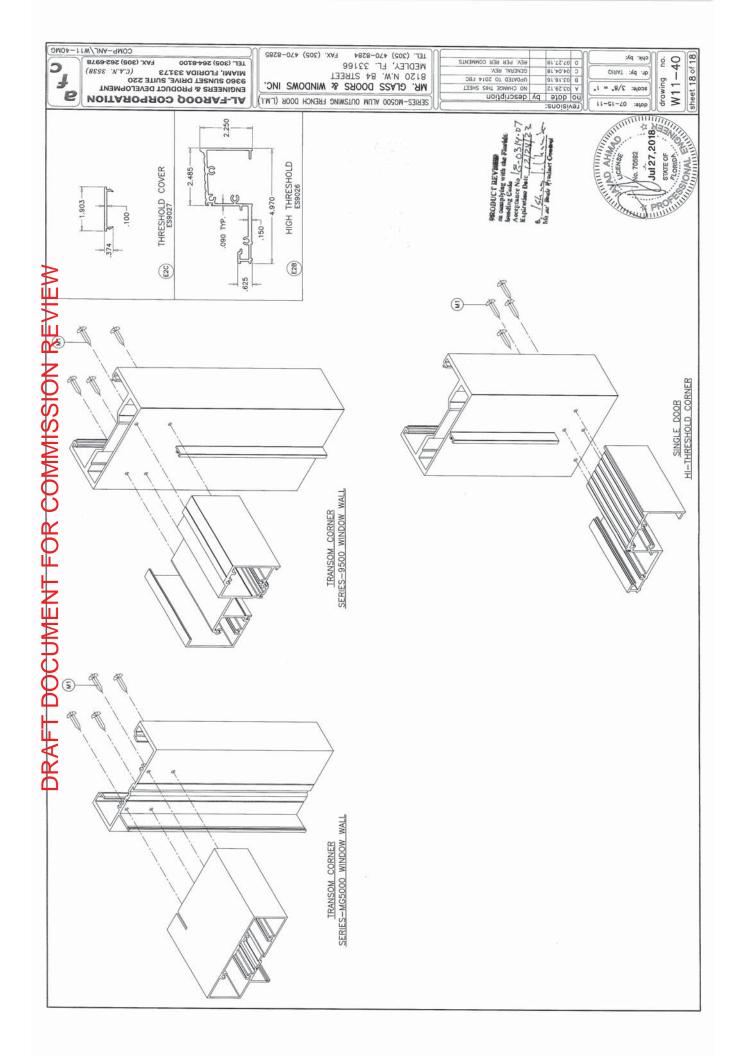
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#### **EXHIBIT A**

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

Title  $2 \rightarrow$  Subtitle  $A \rightarrow$  Chapter II  $\rightarrow$  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 dobusiness;
- (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.



### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "PSPW-20-08" titled "Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center" attached hereto as a part hereof, the undersigned submits the following:

### **A) Contact Information**

**COMPANY 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 <a href="https://www.bidsync.com">www.bidsync.com</a> as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

|                           | _            |  |
|---------------------------|--------------|--|
| COMPANY:                  |              |  |
| STREET ADDRESS:           |              |  |
| CITY, STATE & ZIP CODE: _ |              |  |
| PRIMARY CONTACT FOR       | THE PROJECT: |  |
| NAME:                     | TITLE:       |  |
| E-MAIL:                   |              |  |
|                           | FAX:         |  |
| AUTHORIZED APPROVER:      | <u> </u>     |  |
| NAME:                     | TITLE:       |  |
| E-MAIL:                   |              |  |
| TELEPHONE:                | FAX:         |  |
| SIGNATURE:                |              |  |



## **B) Proposal Checklist**

| Are all materials, freight, labor and warranties included? | Yes |
|--|-----|
|  | •   |

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 |
|--|-----|
| Attachment B - Non-Collusive Affidavit   | Yes |
| Attachment C - Proposer's Completed Qualification Statement  | Yes |
| Attachment F - References Form   | Yes |
| 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 | Yes |
| separate line item to provide a Payment and Performance Bond. (See Bid Package for details)  |     |

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 |
|--|-----|
| Form W-9 (Rev. October 2018)   | Yes |
| Sworn Statement on Public Entity Crimes Form   | Yes |
| Local Business Tax Receipts  | Yes |
| Veteran Owned Small Business Preference Certification  | Yes |
| Equal Benefits Certification Form  | Yes |
| Vendor Drug-Free Workplace Certification Form  | Yes |
| Scrutinized Company Certification  | Yes |
| Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility<br>Matters for Expenditure of Federal Funds | Yes |
| E-Verify System Certification Statement  | Yes |
| Minority-Owned Business Enterprise   | Yes |
| Woman-Owned Business Enterprise  | Yes |
| HUBZone-Certified Small Businesses / Labor Surplus Area Firms  | Yes |



## 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.

| Carl Shechter Southwest Focal Point Community Center |                                   |               |  |
|--|-----------------------------------|---------------|--|
| 301 NW 103rd Ave. Pembroke Pines FL 33026            |                                   |               |  |
| Impact windows                                       | Price to be Submitted Via BidSync | Lump Sum Cost |  |
| Pedestrian doors                                     | Price to be Submitted Via BidSync | Lump Sum Cost |  |

| Carl Shechter Southwest Focal Point Community Center |                                   |               |  |
|--|-----------------------------------|---------------|--|
| "Rotunda"  |                                   |               |  |
| 301 NW 103rd Ave. Pembroke Pines FL 33026            |                                   |               |  |
| Impact windows                                       | Price to be Submitted Via BidSync | Lump Sum Cost |  |

| Payment and Performance Bond                 |                      |         |  |
|--|----------------------|---------|--|
| Cost to Provide Payment and Performance      | Percent to be        | Percent |  |
| Bond in the form of a percent of the overall | <b>Submitted Via</b> |         |  |
| Proposed Cost for the project                | BidSync              |         |  |



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 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 or 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  |
|  |



Attachment C

## PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bi 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 FLORISTICTITIOUS NAME STATUTE.  |
| Under what former name has your business operated? Include a description of the business. Failure to inclusion shall be deemed to be intentional misrepresentation by the City and shall render the proponon-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 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) will perform work in excess of ten percent (10%) of the contract amount and the work that will performed by each subcontractor(s).                              |
|  |
| The foregoing list of subcontractor(s) may not be amended after award of the contract without the p 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 Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include 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 organizations.   |
|  |

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 crim<br>Proposer, its principa | ninal proceedings or headls or officers or predece | arings concerning bus<br>essor organization(s) | iness related offenses in which the were defendants. |
|--|--|--|--|
| Are you an Original procommodities/services pr       |  |  | , manufacturer other, of the ider, explain below.    |
| Have you ever been debe explain:                     | arred or suspended from                            | doing business with                            | any governmental agency? If yes, plea                |
| Describe the firm's local previous three (3) years:  | experience/nature of se                            | ervice with contracts of                       | of similar size and complexity, it the               |

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 Nama)           |  |
|--------------------------|--|
| (Company Name)           |  |
| (Printed Name/Signature) |  |

| ACORD CERTIFICATE OF LIABILITY INSURANCE  |  |                                    |                      |                       | DATE (MM/DD[Y   | Y)                               |          |
|---|--|------------------------------------|----------------------|-----------------------|---|----------------------------------|----------|
| PRODUCER  |  | ONLY AN<br>HOLDER.                 | D CONF               | ERS NO                | JED AS A MATTER OF RIGHTS UPON THE DOES NOT AM FEORDED BY THE P   | HE CERTIFICA<br>END, EXTEND      | TE<br>OR |
|   |  |                                    | INS                  | URERS A               | FFORDING COVERA   | GE                               |          |
| YOUR COMPANY NA   | INSURER A: INSURER B, INSURER C, INSURER D, INSURER E, |                                    | Comp                 | oanies providir       | ng coverage   | e                                |          |
| COVERAGES   |  | •                                  |                      |                       |   |                                  |          |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE<br>ANY REQUIREMENT TERM OR CONDITION OF ANY<br>MAY PERTAIN THE INSURANCE AFFORDED BY THE<br>POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE ! | Y CONTRACT OR OTHER DO<br>POLICIES DESCRIBED HER       | OCUMENT WITH<br>REIN IS SUBJECT    | RESPEC               | T TO WHI              | CH THIS CERTIFICATE   | MAY BE ISSUED                    | OR       |
| INSR TYPE OF INSURANCE PO   |  | OLICY EFFECTIVE<br>DATE (MM/DDIYY) | POLICY EX<br>DATE (M | (PIRATION<br>M/DDIYY) | LIM   | ITS                              |          |
| GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  | ust Include Ge   | neral Lia                          | bility               |                       | EACH OCCURRENCE  FIRE DAMAGE (Any one fire)  MED EXP (Any one person)  PERSONAL & ADV INJURY  GENERAL AGGREGATE  PRODUCTS - COMP/OP AGG | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |          |
| policy project loc  |  |                                    |                      |                       |   |                                  |          |
| ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS  NON-OWNED AUTOS   |  |                                    |                      |                       |   |                                  |          |
| GARAGE LIABILITY  ANY AUTO  |  |                                    |                      |                       | AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC   | \$                               |          |
|   |  |                                    |                      |                       | AUTO ONLY: AGO  |                                  |          |
| DEDUCTIBLE RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |  |                                    |                      | -                     | EACH OCCURRENCE  AGGREGATE  WC STATU- TORY LIMITS ER  |                                  |          |
|   |  |                                    |                      |                       | E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE  | \$<br>:E \$                      |          |
|   |  |                                    |                      |                       | E.L. DISEASE - POLICY LIMIT   |                                  |          |
| DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL  Certificate must contain wording similar to what appears below   |  |                                    |                      |                       |   |                                  |          |
| "THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"  |  |                                    |                      |                       |   |                                  |          |
| CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION   |  |                                    |                      |                       |   |                                  |          |
| City of Pembroke Pines  601 City Center Way  City Must Be Named as Certificate Holder  City Must Be Named as Certificate Holder   |  |                                    |                      |                       |   |                                  |          |
| Pembroke Pines FL 33025   |  | AUTHORIZED REF                     | PRESENTAT            | IVE                   |   |                                  |          |
| ACORD 25-S (7/97)   |  | 1                                  |                      |                       | (DACORD (   | CORPORATION                      | 1988     |

#### **CONSTRUCTION AGREEMENT**

| THIS IS AN AC                 | GREEMENT ("Agreeme | e <b>nt"),</b> dated the | day of |  |
|-------------------------------|--------------------|--------------------------|--------|--|
| <b>2020</b> , by and between: |                    |                          |        |  |

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

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type» as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

#### WITNESSETH:

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

# ARTICLE 1 PREAMBLE

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

1.1 On **«Solicitation\_Advertisement\_Date»**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **«Service\_Description»** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

### 

- 1.2 On **«Bid Opening Date»**, the bids were opened at the offices of the City Clerk.
- 1.3 On **«Commission\_Award\_Date»**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

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

# ARTICLE 2 SERVICES AND RESPONSIBILITIES

- 2.1 CONTRACTOR hereby agrees to perform the services for the **«Service\_Description»**, ("Property") as more particularly described in, and in accordance with the Scope of Services outlined in the specifications, "**«Solicitation\_Type\_Abbreviation»** # **«Solicitation\_Number»**", attached hereto and made a part hereof as **Exhibit** "A" and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit** "B". CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.
- 2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.
- 2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.
- 2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

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

# ARTICLE 3 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 **«DaysToCompleteProject»** calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.
- 3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.
- 3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

# ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation\_Type» «Compensation\_Amount\_Written» («Compensation\_Amount\_Numerical»), which includes a «Contingency\_Fee\_Percent» owner's contingency fee of «Contingency\_Fee\_Written» («Contingency\_Fee\_Numerical») and a «Permit\_Fee\_Percent» permit allowance of «Permit Fee Written» («Permit Fee Numerical»).

- 4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. <u>It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior written approval of the CITY's authorized representative. Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses or allowances that were approved by the CITY's authorized representative.</u>
- 4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins.
- 4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.3 <u>Method of Billing and Payment</u>. The CITY shall within thirty (30) days, from the date the CITY's **«Department\_Name»** Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's **«Department\_Name»** Director or his or her designee.

Payment will be made to CONTRACTOR at:

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

# ARTICLE 5 WAIVER OF LIENS

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

# ARTICLE 6 WARRANTY

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

# ARTICLE 7 CHANGES IN SCOPE OF WORK

- 7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.
- 7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

# ARTICLE 8 PAYMENT & PERFORMANCE BOND

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

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the contract value.** The performance bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR's promptly

making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

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

# ARTICLE 9 INDEMNIFICATION

- 9.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.
- 9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 9.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## ARTICLE 10 INSURANCE

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

The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

- 10.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.
- 10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 10.6 REQUIRED INSURANCE

Yes No

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

| 1 00 1 10 |  |
|-----------|--|
|           | 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including,   |
|           | but not limited to: coverage for bodily injury and property damage, personal & advertising   |
|           | injury, products & completed operations, and contractual liability. Coverage must be written |
|           | on an occurrence basis, with limits of liability no less than:                               |

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

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

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

Yes No

- □□ 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:
  - 1. Workers' Compensation: Coverage A Statutory
  - 2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

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

Yes No

- □ □ 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
  - 1. Any Auto (Symbol 1)
    Combined Single Limit (Each Accident) \$1,000,000
  - 2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000
  - 3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000

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

| 10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence   |
|--|
|  |
| 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.  |
| The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.  |
|  |
| 10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.) |
|  |
| 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed   |
|  |

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

Yes No 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein. Yes No 10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply. Yes No 10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

□ □ 10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

□ □ 10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)

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

Yes No

Yes No

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

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

| 10.6.13 Other Insurance |  |  |
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### 10.7 REQUIRED ENDORSEMENTS

- 10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 10.7.2 Waiver of all Rights of Subrogation against the CITY.
- 10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

## ARTICLE 11 FEDERAL REQUIREMENTS

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

- 11.1 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.
  - 11.1.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

- 1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- 4. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 7. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- 11.1.2 <u>Davis-Bacon Act.</u> CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.
- 11.1.3 <u>Copeland "Anti-Kickback" Act.</u> CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.
- 11.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous.

- 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. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. <u>Subcontracts</u>. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- 11.1.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 11.1.5.1 **Clean Air Act.**

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

#### 11.1.5.2 Federal Water Pollution Control Act.

- 1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 11.1.6 <u>Suspension and Debarment.</u> This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - 1. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 2. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 11.1.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 11.1.8 <u>Compliance with State Energy Policy and Conservation Act.</u> CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 11.1.9 Procurement of Recovered Materials. The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 11.1.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 11.1.11 <u>Rights to Inventions</u>. Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

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

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

- 2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 11.1.13 <u>DHS Seal, Logo, and Flags.</u> CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 11.1.14 <u>Compliance with Federal Law, Regulations, and Executive Orders.</u> This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 11.1.14 <u>Fraudulent Statements</u>. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Contract.

#### ARTICLE 12 INDEPENDENT CONTRACTOR

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

#### ARTICLE 13 TERMINATION

13.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **seven (7) business days** of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event

that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

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

### ARTICLE 14 AGREEMENT SUBJECT TO FUNDING

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

#### ARTICLE 15 UNCONTROLLABLE FORCES

- 15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 16 GOVERNING LAW AND VENUE

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

#### ARTICLE 17 SIGNATORY AUTHORITY

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

### ARTICLE 18 DEFAULT OF CONTRACT & REMEDIES

- 18.1. <u>Damages</u>. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.
- Liquidated Damages. As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «LiquidatedDamagesAmountWritten» (\$«LiquidatedDamagesAmount\$») for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.
- 18.3 <u>Correction of Work</u>. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.
- 18.4 **<u>Default of Contract.</u>** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:
  - 18.4.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.
  - 18.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the **«Department Name»** Director relative thereto.
  - 18.4.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

- 18.4.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.
- 18.4.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- 18.5 <u>Remedies in Default.</u> In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement, and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.
  - 18.5.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.
  - 18.5.2. CITY may complete the Agreement, or any part thereof, either by day labor or reletting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.
  - 18.5.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.
  - 18.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

#### ARTICLE 19 BANKRUPTCY

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

#### ARTICLE 20 MERGER; AMENDMENT

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

### ARTICLE 21 DISPUTE RESOLUTION

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

#### 21.2 **Operations During Dispute.**

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

#### ARTICLE 22 ACCESS TO RECORDS

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

- 22.1.1 CONTRACTOR agrees to provide CITY, the State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 22.1.2 CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- 22.2 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:
  - 22.2.1 Keep and maintain public records required by the CITY to perform the service;
  - 22.2.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 22.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
  - 22.2.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 22.3 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC

# RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

#### CITY CLERK 601 CITY CENTER WAY, 4<sup>th</sup> FLOOR PEMBROKE PINES, FL 33025 (954) 450-1050

mgraham@ppines.com

#### ARTICLE 23 SCRUTINIZED COMPANIES

- 23.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
  - 23.1.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - 23.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    - 23.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
    - 23.1.2.2 Is engaged in business operations in Syria.

### ARTICLE 24 EQUAL BENEFITS FOR EMPLOYEES

| 24.1  | CONTRACTOR        | certifies | that it is   | aware            | of the  | requirements | of  | Section | 35.39 | of | the |
|-------|-------------------|-----------|--------------|------------------|---------|--------------|-----|---------|-------|----|-----|
| CITY' | s Code of Ordinan | ces and c | ertifies the | at ( <b>chec</b> | ck only | one box belo | w): |         |       |    |     |

| CONTRACTOR currently complies with the requirements of Section 35.39 of the |
|---|
| CITY's Code of Ordinances; or   |

| CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's |
|---|
| Code of Ordinances; or  |

- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (check only box below): CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or □ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or □ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or CONTRACTOR is a governmental agency.
- 24.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.
- 24.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

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

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

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

### ARTICLE 25 MISCELLANEOUS

- 25.1 <u>Ownership of Documents</u>. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 25.2 <u>Legal Representation</u>. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 25.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.
- 25.4 <u>Assignments</u>: Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 25.5 <u>No Contingent Fees.</u> CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 25.6 <u>Notice</u>. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager

City of Pembroke Pines

601 City Center Way, 4<sup>th</sup> Floor Pembroke Pines, Florida 33025

Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923

CONTRACTOR «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»

- 25.7 <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 25.8 <u>Headings</u>. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

- 25.9 **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.
- 25.10 <u>Severability</u>. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 25.11 Entire Agreement and Conflicts: This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.
- 25.12 <u>Waiver</u>. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 25.13 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 25.14 <u>Protection of CITY Property</u>. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.
- 25.15 <u>Counterparts and Execution</u>. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 25.16 <u>Compliance with Statutes.</u> It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act Chapter 1012**, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.
- 25.17 <u>Additional Background Screening Requirements.</u> In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the

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

# THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

| •  | <u>CITY:</u>  |
|--|---|
| ATTEST:  | CITY OF PEMBROKE PINES, FLORIDA   |
| MARLENE D. GRAHAM, CITY CLERK APPROVED AS TO FORM:               | By: CHARLES F. DODGE, CITY MANAGER  |
| Name:OFFICE OF THE CITY ATTORNEY                                 | CONTRACTOR:   |
|  | <pre>«Vendor_Name_Upper_Case»</pre> By: Name: Title:  |
| STATE OF) ss: COUNTY OF)   |   |
| notarization, thisday of<br>«Vendor_Name», a «State_Of_Incorpora | before me by means of $\square$ physical presence or $\square$ online, 2020, by, of ation», «Vendor_Business_Type», on behalf of the she $\square$ is personally known to me or $\square$ has produced ation. |
|  | NOTARY PUBLIC   |
|  | (Name of Notary Typed, Printed or Stamped)  |
|  | Title or Rank   |
|  | Serial Number, if any   |

#### **REFERENCES FORM**

| Nome of Firm City County or Agency:                 |
|---|
| 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:                   |
| Tvalle 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:            |

| <b>Reference Contact Informatio</b> | n:                             |
|-------------------------------------|--------------------------------|
| Name of Firm, City, County or A     | Agency:                        |
| Address:                            |                                |
| City/State/Zip:                     |                                |
| Contact Name:                       | Title:                         |
| E-Mail Address:                     |                                |
| Telephone:                          | Fax:                           |
| <b>Project Information:</b>         |                                |
| Name of Contractor Performing       | the work:                      |
| Name and location of the projec     | t:                             |
| Nature of the firm's responsibili   | ty on the project:             |
|                                     |                                |
| Project duration:                   | Completion (Anticipated) Date: |
| Size of project:                    | Cost of project:               |
| Work for which staff was respon     | nsible:                        |
| Contract Type:                      |                                |
| The results/deliverables of the p   | roject:                        |

| <b>Reference Contact Information</b> | n:                             |
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| Name of Firm, City, County or A      | Agency:                        |
| Address:                             |                                |
| City/State/Zip:                      |                                |
| Contact Name:                        | Title:                         |
| E-Mail Address:                      |                                |
| Telephone:                           | Fax:                           |
| <b>Project Information:</b>          |                                |
| Name of Contractor Performing        | the work:                      |
| Name and location of the project     |                                |
| Nature of the firm's responsibility  | by on the project:             |
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| Project duration:                    | Completion (Anticipated) Date: |
| Size of project:                     | Cost of project:               |
| Work for which staff was respon      | sible:                         |
| Contract Type:                       |                                |
| The results/deliverables of the pr   | roject:                        |

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| Address:                            |                                |
| City/State/Zip:                     |                                |
| Contact Name:                       | Title:                         |
| E-Mail Address:                     |                                |
| Telephone:                          | Fax:                           |
| <b>Project Information:</b>         |                                |
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| Name and location of the projec     | et:                            |
| Nature of the firm's responsibili   | ty on the project:             |
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| Project duration:                   | Completion (Anticipated) Date: |
| Size of project:                    | Cost of project:               |
| Work for which staff was respon     | nsible:                        |
| Contract Type:                      |                                |
| The results/deliverables of the p   | roject:                        |

**Reference Contact Information:** 

| 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: |



### 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:                   |                                |          | TRACTOR ME OF CONTRACTOR]    |                   |
|------------------------------|--------------------------------|----------|------------------------------|-------------------|
|                              | BY: _                          |          |                              | _                 |
| Print Name                   |                                |          |                              |                   |
| Print Name                   |                                |          |                              |                   |
| STATE OF FLORIDA ) ss:       |                                |          |                              |                   |
| COUNTY OF BROWARD )          |                                |          |                              |                   |
| ON THIS day                  | of,                            | 20       | _, before me, the undersigne | ed notary public, |
| personally appeared[Con      | ractor's Representative]       | as       | [Job Title]                  | of                |
| [Name of Contractor]         |                                | _, perso | nally known to me, or who h  | nas produced      |
| instrument and who acknowled | ged that (s)he executed the sa | ame and  |                              |                   |
| IN WITNESS WHEF              | EOF, I hereunto set my hand    | d and of | ficial seal.                 |                   |
|                              | NO'                            | TARY F   | UBLIC                        |                   |
| My Commission Expires:       | Pri                            | nt or Ty | oe Name                      |                   |

"General Decision Number: FL20200197 05/15/2020

Superseded General Decision Number: FL20190197

State: Florida

Construction Type: Building

County: Broward County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification | Number | Publication | Date |
|--------------|--------|-------------|------|
| 0            |        | 01/03/2020  |      |
| 1            |        | 02/21/2020  |      |
| 2            |        | 03/27/2020  |      |
| 3            |        | 05/15/2020  |      |

ASBE0060-001 03/02/2016

|  | Rates    | Fringes |   |
|--|----------|---------|---|
| ASBESTOS WORKER/HEAT & FROST INSULATOR | \$ 34.58 | 12.57   |   |
| CARP1809-001 06/01/2015                |          |         | _ |
|  | Rates    | Fringes |   |
| CARPENTER (Includes                    |          |         |   |

Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation) .....\$ 25.95 8.65 \_\_\_\_\_\_

CARP1809-002 08/01/2016

|  | Rates  | Fringes                   |
|--|--|---------------------------|
| CARPENTER: PILEDRIVERMAN   | \$ 25.20   | 10.36                     |
| ELEC0728-008 03/01/2019  |  |                           |
|  | Rates  | Fringes                   |
| ELECTRICIAN (Including Low Voltage Wiring)   | \$ 32.63   | 12.23                     |
| ELEV0071-002 01/01/2020  |  |                           |
|  | Rates  | Fringes                   |
| ELEVATOR MECHANIC  | \$ 45.91   | 34.765                    |
| FOOTNOTE:  |  |                           |
| more of service or 6% basic hou years of service as Vacation Pa New Year's Day; Memorial Day; I Veteran's Day; Thanksgiving Day Thanksgiving; and Christmas Day  ENGI0487-019 07/01/2016 | y Credit; Paid<br>ndependence Day<br>; plus the Frid | Holidays:<br>; Labor Day; |
| ENGIGIO, 613 67, 61, 2016  | Dalas  | Pa' and                   |
| OPERATOR:  | Rates  | Fringes                   |
| Backhoe/Excavator/Trackhoe   | \$ 23.75   | 9.20                      |
| ENGI0487-020 05/01/2016  |  |                           |
|  | Rates  | Fringes                   |
| OPERATOR: Concrete Pump  | \$ 26.04   | 9.23                      |
| ENGI0487-021 07/01/2016  |  |                           |
|  | Rates  | Fringes                   |
| OPERATOR: Crane  |  |                           |
| All Cranes 160 Ton Capacity and Over All Cranes Over 15 Ton  | \$ 33.05   | 9.20                      |
| Capacity   |  | 9.20<br>9.20              |
| OPERATOR: Mechanic   | \$ 32.05   | 9.20                      |
| OPERATOR: Oiler  |  | 9.20                      |
| IRON0272-001 10/01/2019  |  |                           |
|  | Rates  | Fringes                   |
| IRONWORKER, STRUCTURAL   |  | 11.99                     |
| IRON0402-001 01/01/2019  |  |                           |
|  | Rates  | Fringes                   |
| IRONWORKER, ORNAMENTAL   | \$ 23.69   | 12.70                     |
|  |  |                           |

| /21/2020   | beta.SAM.gov  |             |  |
|--|---------------|-------------|--|
| PLUM0719-002 09/01/2019  |               |             |  |
|  | Rates         | Fringes     |  |
| PLUMBER  | \$ 29.85      | 12.85       |  |
| PAID HOLIDAYS: New Year's Day, Day, Thanksgiving Day and Chriemployee works the scheduled withe holiday. | istmas Day pr | oviding the |  |
| PLUM0725-001 07/16/2018  |               |             |  |
|  | Rates         | Fringes     |  |
| PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations)                             | \$ 35.63      | 14.15       |  |
| * SFFL0821-004 01/01/2020  |               |             |  |
|  | Rates         | Fringes     |  |
| SPRINKLER FITTER (Fire Sprinklers)   | \$ 29.18      | 19.75       |  |
| SHEE0032-001 12/01/2013  |               |             |  |
|  | Rates         | Fringes     |  |
| SHEET METAL WORKER, Includes HVAC Duct Installation  | \$ 23.50      | 12.18       |  |
| SUFL2014-005 08/16/2016  |               |             |  |
|  | Rates         | Fringes     |  |
| CEMENT MASON/CONCRETE FINISHER   | \$ 13.06      | 0.70        |  |
| IRONWORKER, REINFORCING  | \$ 17.72      | 0.00        |  |
| LABORER: Common or General,<br>Including Cement Mason Tending  | \$ 12.79      | 0.00        |  |
| LABORER: Pipelayer   | \$ 13.56      | 1.34        |  |
| OPERATOR: Bulldozer  | \$ 15.40      | 1.90        |  |
| OPERATOR: Grader/Blade   | \$ 18.97      | 0.00        |  |
|  | + 4 5 0 0     |             |  |

OPERATOR: Loader.....\$ 16.00

OPERATOR: Roller...... \$ 14.43

Spray.....\$ 16.00

ROOFER.....\$ 19.98

TILE SETTER.....\$ 18.01

PAINTER: Brush, Roller and

2.82

4.78

3.48

4.77

0.00

TRUCK DRIVER: Lowboy Truck.....\$ 14.24

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

\_\_\_\_\_\_

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division

Attachment H

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

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

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

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

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

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

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

\_\_\_\_\_\_

END OF GENERAL DECISION"



MIAMI-DADE COUNTY PRODUCT CONTROL SECTION

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

www.miamidade.gov/economy

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

#### **NOTICE OF ACCEPTANCE (NOA)**

Mr. Glass Doors & Windows, Inc. 7440 NW 66 Street Miami, FL 33166

#### Scope:

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

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

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

DESCRIPTION: Series "MG-4500" Aluminum Storefront System - N.I.

**APPROVAL DOCUMENT:** Drawing No. **W10-75**, titled "MG-4500 Aluminum Flush Glazed System (N.I.)", sheets 1 through 9 of 9, dated 10/15/10, with revision **B** dated 03/04/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E., bearing the Miami-Dade County Product Control Renewal stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

#### MISSILE IMPACT RATING: None.

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

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

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

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

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

This NOA renews NOA No. 15-0401.01 and consists of this page 1 and evidence pages E-1 and E-2, as well as approval document mentioned above.

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

MIAMI-DADE COUNTY
APPROVED

W 1/5/17

NOA No. 16-1116.04 Expiration Date: October 06, 2021 Approval Date: January 12, 2017

Page 1

#### NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

#### A. DRAWINGS

- 1. Manufacturer's die drawings and sections. (Submitted under NOA No.11-0720.08)
- 2. Drawing No. W10-75, titled "MG-4500 Aluminum Flush Glazed System (N.I.)", sheets 1 through 9 of 9, dated 10/15/10, with revision B dated 03/04/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. (Submitted under NOA No.15-0401.01)

#### B. TESTS

- 1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94 along with marked-up drawings and installation diagram of an aluminum storefront and storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No. **HETI-09-2545**, dated 09/25/09, signed and sealed by Candido F. Font, P.E.

#### (Submitted under NOA No. 11-0720.08)

- 2. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94

along with marked-up drawings and installation diagram of an aluminum storefront system, prepared by Hurricane Engineering & Testing, Inc., Test Report No.

HETI-09-2546, dated 09/16/09, signed and sealed by Candido F. Font, P.E.

- (Submitted under NOA No. 11-0720.08)
- 3. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94
  - 4) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02 along with marked-up drawings and installation diagram of an aluminum storefront system with a pair of doors, prepared by Hurricane Engineering & Testing, Inc., Test Report No. **HETI-09-2550**, dated 09/16/09, signed and sealed by Candido F. Font, P.E.

#### (Submitted under NOA No. 11-0720.08)

- 4. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02 along with marked-up drawings and installation diagram of an aluminum storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No.

HETI-09-2549, dated 09/16/09, signed and sealed by Candido F. Font, P.E.

(Submitted under NOA No. 11-0720.08)

Manuel Perez, P.E. Product Control Examiner NOA No. 16-1116.04

Expiration Date: October 06, 2021 Approval Date: January 12, 2017

#### Mr. Glass Doors & Windows, Inc.

#### NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

#### B. TESTS (CONTINUED)

- 5. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02 along with marked-up drawings and installation diagram of an aluminum storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No. **HETI-09-2548**, dated 09/16/09, signed and sealed by Candido F. Font, P.E. (Submitted under NOA No. 11-0720.08)
- 6. Test reports on: 1) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  2) Forced Entry Test, per FBC TAS 202-94 and AAMA 1304-02
  along with marked-up drawings and installation diagram of an aluminum storefront door system, prepared by Hurricane Engineering & Testing, Inc., Test Report No.
  HETI-09-2547, dated 09/16/09, signed and sealed by Candido F. Font, P.E.
  (Submitted under NOA No. 11-0720.08)

#### C. CALCULATIONS

- 1. Anchor verification calculations and structural analysis, complying with FBC-5<sup>th</sup> Edition (2014), dated 02/27/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. (Submitted under NOA No.15-0401.01)
- 2. Glazing complies with ASTM E1300-09

#### D. QUALITY ASSURANCE

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

#### E. MATERIAL CERTIFICATIONS

1. None.

#### F. STATEMENTS

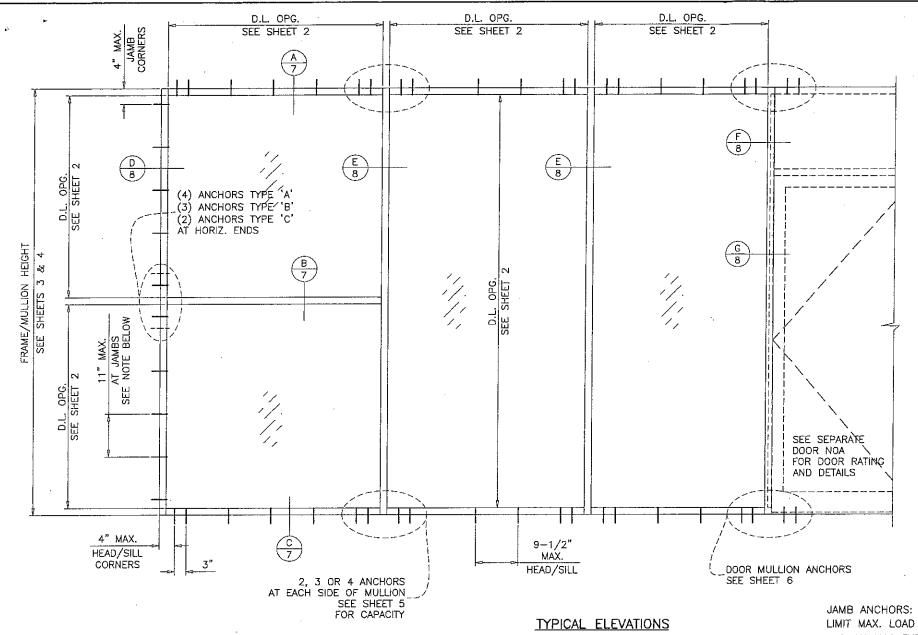
- 1. Statement letter of conformance, complying with FBC-5<sup>th</sup> Edition (2014), and of no financial interest, dated February 27, 2015, issued by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. (Submitted under NOA No.15-0401.01)
- 2. Laboratory compliance letter for Test Reports No. HETI-09-2545, HETI-09-2546, HETI-09-2547, HETI-09-2548, HETI-09-2549 and HETI-09-2550, issued by Hurricane Engineering & Testing, Inc., dated 09/16/09, signed and sealed by Candido F. Font, P.E. (Submitted under NOA No.11-0720.08)

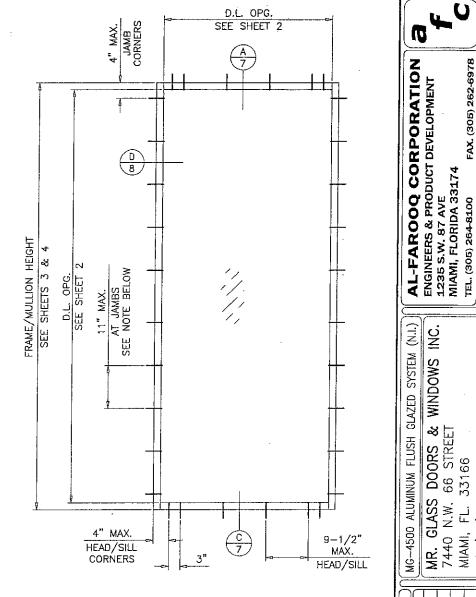
#### G. OTHERS

1. Notice of Acceptance No. **15-0401.01**, issued to Mr. Glass Doors & Windows, Inc. for their Series "MG-4500" Aluminum Storefront System – N.I., approved on 07/09/15 and expiring on 10/06/16.

Manuel Perez, P.E. Product Control Examiner NOA No. 16-1116.04

Expiration Date: October 06, 2021 Approval Date: January 12, 2017





MG - 4500

#### ALUMINUM FLUSH GLAZED STOREFRONT SYSTEM

THIS SYSTEM MAY BE USED IN CONJUNCTION WITH MIAMI-DADE COUNTY APPROVED FRENCH DOORS.

LOWER DESIGN PRESSURE FROM STOREFRONT OR DOOR APPROVAL WILL APPLY TO ENTIRE SYSTEM.

CODE REQUIREMENTS FOR SAFEGUARDS MUST BE OBSERVED.

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE INCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ)

WOOD BUCKS BY OTHERS, MUST BE ANCHORED PROPERLY TO TRANSFER LOADS TO THE STRUCTURE.

ANCHORS SHALL BE AS LISTED, SPACED AS SHOWN ON DETAILS, ANCHORS EMBEDMENT TO BASE MATERIAL SHALL BE BEYOND WALL DRESSING OR STUCCO.

ANCHORING OR LOADING CONDITIONS NOT SHOWN IN THESE DETAILS ARE NOT PART OF THIS APPROVAL.

A LOAD DURATION INCREASE IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.

ALL SHIMS TO BE HIGH IMPACT, NON-METALLIC AND NON-COMPRESSIBLE.

MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS, THAT COME INTO CONTACT WITH OTHER DISSIMILAR MATERIALS SHALL MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.

LIMIT MAX. LOAD TO 85.0 PSF FOR ANCHOR TYPE 'A' ONLY

**PRODUCT RENEWED** as complying with the Florida **Building Code** 16-1116.04 NOA-No.

Expiration Date 10/06/2021

By Many Dade Product Control

INSTRUCTIONS:

USE CHARTS AS FOLLOWS.

STEP 1 DETERMINE DESIGN WIND LOAD REQUIREMENT BASED ON WIND VELOCITY, BLDG. HEIGHT, WIND ZONE USING APPLICABLE ASCE 7 STANDARD.

STEP 2 SEE CHARTS ON SHEET 2 FOR DESIGN LOAD CAPACITY OF DESIRED GLASS SIZE.

STEP 3 CHECK MULLION CAPACITY FOR A GIVEN SPACING AND HEIGHT USING CHARTS ON SHEETS 3 & 4 FOR STOREFRONT MULLION AND SHEET 6 FOR DOOR MULLION. THE CAPACITY SHOULD EXCEED THE DESIGN LOAD.

STEP 4 USING CHART ON SHEET 5 SELECT ANCHOR OPTION WITH DESIGN RATING MORE THAN DESIGN LOAD SPECIFIED

STEP 5 THE LOWEST VALUE RESULTING FROM STEPS 2, 3 AND 4 SHALL APPLY TO ENTIRE SYSTEM.

THIS SYSTEM IS NOT RATED FOR IMPACT.

INSTALLATION OF THIS PRODUCT IN THE HVHZ AREA REQUIRES THE USE OF APPROVED SHUTTERS OR EXTERNAL PROTECTION DEVICES COMPLYING WITH HVHZ REQUIREMENTS.

INSTALLATION OF THIS SYSTEM OUTSIDE THE HVHZ AREA SHALL MEET THE APPLICABLE REQUIREMENTS FOR WIND BORNE DEBRIS PROTECTION.

> Engr: JAVAD AHMAD CIVIL FLA. PE # 70592 C.A.N. 3538

PRODUCT REVISED as complying with the Florida Building Code Acceptance No 15-0401.01 Expiration Date 021.6, 2016 Building Code

description REV. PER BNC UPDATED TO 20 1/2"=1'-0" 10-15-10 音

Q CORPORATIO

AROOQ (EERS & PRODE.W. 87 AVE FLORIDA 33:

<u>S</u>

WINDOWS

5 DOORS & 66 STREET 33166

MR. GLASS 7440 N.W. MIAMI, FL. TEL. (305) 47

(305)

FAX.

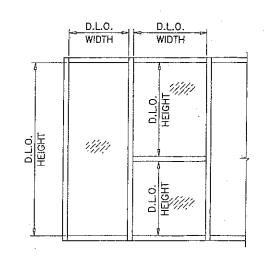
drawing W10 - 75

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sheet 1 of 9

| GLASS LOAD CAPACITY - PSF  |          |                  |  |  |  |
|----------------------------|----------|------------------|--|--|--|
| NOMIN.                     | AL DIMS. | 1/4" TEMP. GLASS |  |  |  |
| D.L.O. WIDTH D.L.O. HEIGHT |          | EXT.(+)/INT.(-)  |  |  |  |
| 22-1/4"                    |          | 100.0            |  |  |  |
| 28-1/4"                    | !        | 100.0            |  |  |  |
| 34-1/4"                    |          | 100.0            |  |  |  |
| 40-1/4"                    | 68-1/2"  | 100.0            |  |  |  |
| 46-1/4"                    | 00 172   | 100.0            |  |  |  |
| 52-1/4"                    |          | 100.0            |  |  |  |
| 58-1/4"                    |          | 100.0            |  |  |  |
| 64-1/4"                    |          | 100.0            |  |  |  |
| 22-1/4"                    |          | 100.0            |  |  |  |
| 28-1/4"                    |          | 100.0            |  |  |  |
| 34-1/4"                    | 74-1/2"  | 100.0            |  |  |  |
| 40-1/4"                    |          | 100.0            |  |  |  |
| 46-1/4"                    |          | 100.0            |  |  |  |
| 52-1/4"                    |          | 100.0            |  |  |  |
| 58-1/4"                    |          | 100.0            |  |  |  |
| 22-1/4"                    |          | 100.0            |  |  |  |
| 28-1/4"                    |          | 100.0            |  |  |  |
| 341/4"                     |          | 100.0            |  |  |  |
| 40-1/4"                    | 80-1/2"  | 100.0            |  |  |  |
| 46-1/4"                    |          | 100.0            |  |  |  |
| 52-1/4"                    |          | 100.0            |  |  |  |
| 58-1/4"                    |          | 100.0            |  |  |  |
| 22-1/4"                    |          | 100.0            |  |  |  |
| 28-1/4"                    |          | 100.0            |  |  |  |
| 34-1/4"                    | 86-1/2"  | 100.0            |  |  |  |
| 40-1/4"                    | 00-1/2   | 100.0            |  |  |  |
| 46-1/4"                    |          | 100.0            |  |  |  |
| 52-1/4"                    |          | 100.0            |  |  |  |
| 22-1/4"                    | 1        | 100.0            |  |  |  |
| 28-1/4"                    |          | 100.0            |  |  |  |
| 34-1/4"                    | 92-1/2"  | 100.0            |  |  |  |
| 40-1/4"                    |          | 100.0            |  |  |  |
| 46-1/4"                    |          | 100.0            |  |  |  |
| 22-1/4"                    | Į        | 100.0            |  |  |  |
| 28-1/4"                    | Į        | 100.0            |  |  |  |
| 34-1/4"                    | 1 F      | 100.0            |  |  |  |
| 40-1/4"<br>46-1/4"         |          | 100.0            |  |  |  |
|                            |          | 100.0            |  |  |  |

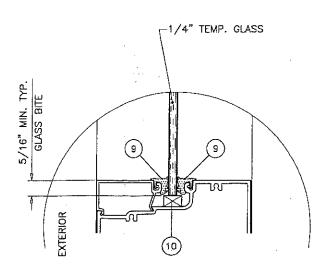
| GLASS LOAD CAPACITY - PSF |               |                  |  |  |
|---------------------------|---------------|------------------|--|--|
| NOMINAL DIMS.             |               | 1/4" TEMP. GLASS |  |  |
| D.L.O. WIDTH              | D.L.O. HEIGHT | EXT.(+)/INT.(-)  |  |  |
| 22-1/4"                   |               | 100.0            |  |  |
| 28-1/4"                   |               | 100.0            |  |  |
| 34-1/4"                   | 98-1/2"       | 100.0            |  |  |
| 401/4"                    |               | 100.0            |  |  |
| 46-1/4"                   |               | 100.0            |  |  |
| 22-1/4"                   |               | 100.0            |  |  |
| 28-1/4"                   | 104-1/2"      | 100.0            |  |  |
| 34-1/4"                   | 104-1/2       | 100.0            |  |  |
| 40-1/4"                   |               | 100.0            |  |  |
| 22-1/4"                   |               | 100.0            |  |  |
| 28-1/4"                   | 110-1/2"      | 100.0            |  |  |
| 34-1/4"                   | 110-172       | 100.0            |  |  |
| 40-1/4"                   | :             | 100.0            |  |  |
| 22-1/4"                   |               | 100.0            |  |  |
| 28-1/4"                   | 116-1/2"      | 100.0            |  |  |
| 34-1/4"                   | 110-1/2       | 100.0            |  |  |
| 40-1/4"                   |               | 100.0            |  |  |



INTERPOLATION BETWEEN WIDTHS OR HEIGHTS ALLOWED.

LOADS SHOWN IN CHARTS ARE FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS NOT REQUIRED. LIMIT EXTERIOR LOADS TO +60.0 PSF FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS REQUIRED.

GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300-09 (3 SEC. GUSTS).



GLAZING DETAIL

PRODUCT RENEWED
as complying with the Florida
Building Code 16-1116.04 NOA-No.

Expiration Date 10/06/2021

By MULL 9/92

Milami-Dade Product Control

**GLASS** 

Engr: JAVAD AHMAD

PRODUCT REVISED
as complying with the Florida
Building Code
Acceptance No 15-0401.0 |
Expiration Date 0-1-6-2016

2015, Manuel 110
Mianti Dade Product Control

date: 10-15-10 scale: 3/8" = 1"

drawing no. W10 - 75

by: HAMID

revisions: no date A 09.14,11 B 03.04.15

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
1235 S.W. 87 AVE
MIAMI, FLORIDA 33174
TEL. (305) 264-8100 FAX. (305) 262-6978

MR. GLASS DOORS & WINDOWS INC, 7440 N.W. 66 STREET MIAMI, FL. 33166
TEL. (305) 470-8284 FAX. (305) 470-8285

sheet 2 of 9

| MULLION LOAD CAPACITY - PSF WITHOUT INTERMEDIATE HORIZONTALS |              |                 |                 |                 |                 |  |
|--|--------------|-----------------|-----------------|-----------------|-----------------|--|
| NOMIN  | AL DIMS.     | MULLION<br>'M1' | MULLION         | 'EM'            | MULLION<br>'M4' |  |
| WIDTH (W)  | FRAME HEIGHT | EXT.(+)/INT.(-) | EXT.(+)/INT.(-) | EXT.(+)/INT.(-) | EXT.(+)/INT.(-  |  |
| 24"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 30"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 36"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 42"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 48"  | 60"          | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 54 <b>"</b>  |              | 100.0           | 100,0           | 100.0           | 100.0           |  |
| 60"  | ]            | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 66"  | i            | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 72"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 24"  | <u> </u>     | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 30"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 36"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 36<br>42"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
|  | 66"          |                 |                 |                 |                 |  |
| 48"  | 00           | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 54"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 60"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 66"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 72"  |              |                 | -               | 100.0           | 100.0           |  |
| 24"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 30"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 36"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 42"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 48"  | 72"          | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 54"  |              | 95.9            | 99.0            | 100.0           | 100.0           |  |
| 60"  |              | 91.3            | 94.3            | 100.0           | 100.0           |  |
| 66"  |              | -               |                 | 100.0           | 100.0           |  |
| 72"  | Ī            | _               | _               | 100.0           | 100.0           |  |
| 24"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 30"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 36"  | ľ            | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 42"  | Ī            | 93.4            | 96.7            | 100.0           | 100.0           |  |
| 48"  | 78"          | 84.5            | 87.5            | 100.0           | 100.0           |  |
| 54"  | · ·          | 78.2            | 81.0            | 100.0           | 100.0           |  |
| 60"  | ţ            |                 | _               | 100.0           | 100.0           |  |
| 66"  | ŀ            |                 | _               | 100.0           | 100.0           |  |
| 72"  | -            | _               | _               | 100.0           | 100.0           |  |
| 24"  |              | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 30"  | ŀ            | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 36"  | -            | 89.7            | 93.1            | 100.0           | 100.0           |  |
| 42"  | -            | 78.7            | 81.7            | 100.0           | 100.0           |  |
| 48"  | 84" -        | 70.8            | 73.5            | 100.0           | 100.0           |  |
| 40<br>54"  | }            | 65.1            | 67.5            | 100.0           | 100.0           |  |
| 5 <del>4</del><br>60"  | ŀ            |                 |                 | 100.0           | 100.0           |  |
| 1  | -            |                 |                 |                 |                 |  |
| 66"  |              | 100.0           | 100.0           | 98.6            | 98.0            |  |
| 24"  | ļ            | 100.0           | 100.0           | 100.0           | 100.0           |  |
| 30"  | -            | 90.6            | 90.3            | 100.0           | 100.0           |  |
| 36"  | -            | 76.8            | 76.8            | 100.0           | 100.0           |  |
| 42"  | 90"          | 67.2            | 67.4            | 100.0           | 100.0           |  |
| 48"  |              | 60.2            | 60.7            | 100.0           | 100.0           |  |
| 54"  | 1            |                 |                 | 94.6            | 94.0            |  |
| 60"  |              | -               | -               | 88.0            | 87.4            |  |

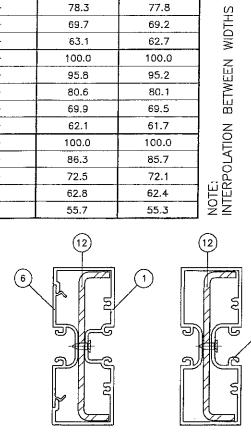
|                  | Ţ            | MULLION LOA     | AD CAPACITY -<br>MEDIATE HORI |                 |                 |
|------------------|--------------|-----------------|-------------------------------|-----------------|-----------------|
| NOMIN            | AL DIMS.     | MULLION<br>'M1' | MULLION<br>'M2'               | MULLION         | MULLION<br>'M4' |
| WIDTH (W)        | FRAME HEIGHT | EXT.(+)/INT.(-) | EXT.(+)/INT.(-)               | EXT.(+)/INT.(-) | EXT.(+)/iNT.(-) |
| 24"              |              | 92.9            | 91.2                          | 100.0           | 100.0           |
| 30"              |              | 75.4            | 74.0                          | 100.0           | 100.0           |
| 36"              |              | 63.9            | 62.8                          | 100.0           | 100.0           |
| 42"              | 96"          | 56.0            | 55.0                          | 100.0           | 99.9            |
| 48"              | 30           | 50.2            | 49.3                          | 89.8            | 89.2            |
| 54"              |              | -               | · –                           | 81.8            | 81.3            |
| 60"              |              | _               |                               | 75.7            | 75.2            |
| 24"              |              | 87.9            | 86.3                          | 100.0           | 100.0           |
| 30"              | ĺ            | 71.3            | 70.0                          | 100.0           | 100.0           |
| 36"              |              | 60.4            | 59.3                          | 100.0           | 100.0           |
| 42"              | 97-3/4"      | 52.9            | 51.9                          | 96.7            | 96.1            |
| 45"              | ] 3, 3, 4    | 49.9            | 49.0                          | 91.2            | 90.6            |
| 46-1 <b>/</b> 2" |              | 48.6            | 47.7                          | 88.7            | 88.1            |
| 48"              |              | _               |                               | 86.3            | 85.8            |
| 54"              |              |                 | -                             | 78.6            | 78.1            |
| 60"              | [[           | _               | _                             | 72.7            | 72.2            |
| 24"              |              | <u></u>         |                               | 100.0           | 100.0           |
| 30"              |              |                 |                               | 100.0           | 100.0           |
| 36"              | 102"         |                 | *                             | 100.0           | 100.0           |
| 42"              | 102          | -               | -                             | 88.4            | 87.8            |
| 48"              | j            | ·. –            | _                             | 78.7            | 78.2            |
| 54"              |              |                 | -                             | 71.5            | 71.0            |
| 24"              |              | -               | -                             | 100.0           | 100.0           |
| 30"              |              | _               | -                             | 100.0           | 100.0           |
| 36"              | 108"         | <del>-</del>    |                               | 90.2            | 89.6            |
| 42"              | 108          | -               | -                             | 78.3            | 77.8            |
| 48"              |              | ÷               |                               | 69.7            | 69.2            |
| 54"              |              |                 |                               | 63.1            | 62.7            |
| 24"              |              | _               | _                             | 100.0           | 100.0           |
| 30"              |              | _               | _                             | 95.8            | 95.2            |
| 36"              | 114"         |                 |                               | 80.6            | 80.1            |
| 42"              |              |                 | -                             | 69.9            | 69.5            |
| 48"              |              | _               | -                             | 62.1            | 61.7            |
| 24"              |              | _               | _                             | 100.0           | 100.0           |
| 30"              |              | _               |                               | 86.3            | 85.7            |
| 36"              | 120"         | _               | _                             | 72.5            | 72.1            |
| 42"              |              |                 | -                             | 62.8            | 62.4            |
| 48"              |              | -               |                               | 55.7            | 55.3            |

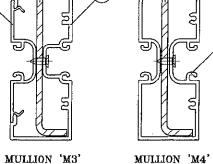
ل

MULLION 'M1'

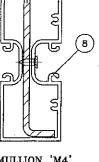
5

MULLION 'M2'



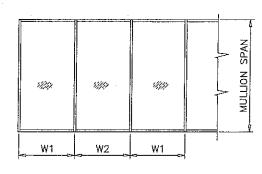


MULLION 'M4'



OR HEIGHTS ALLOWED

Engr: JAVAD AHMAD CIVIL FLA. PE # (70592 C.A.N. 3518



 $WIDTH (W) = \frac{W1 + W2}{2}$ 

LOADS SHOWN IN CHARTS ARE FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS NOT REQUIRED. LIMIT EXTERIOR LOADS TO +60.0 PSF FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS REQUIRED.

> PRODUCT RENEWED as complying with the Florida Building Code 16-1116.04 NOA-No.

Expiration Date 10/06/2021

By Mull Just
Miami/Dade Product Control

MULLIONS

PRODUCT REVISED
as complying with the Florida
Building Code
Acceptance No 15-040, 01
Expiration Date 25, 6, 2016
By Mianni Dade Product Control

acale: 3, dr. by:

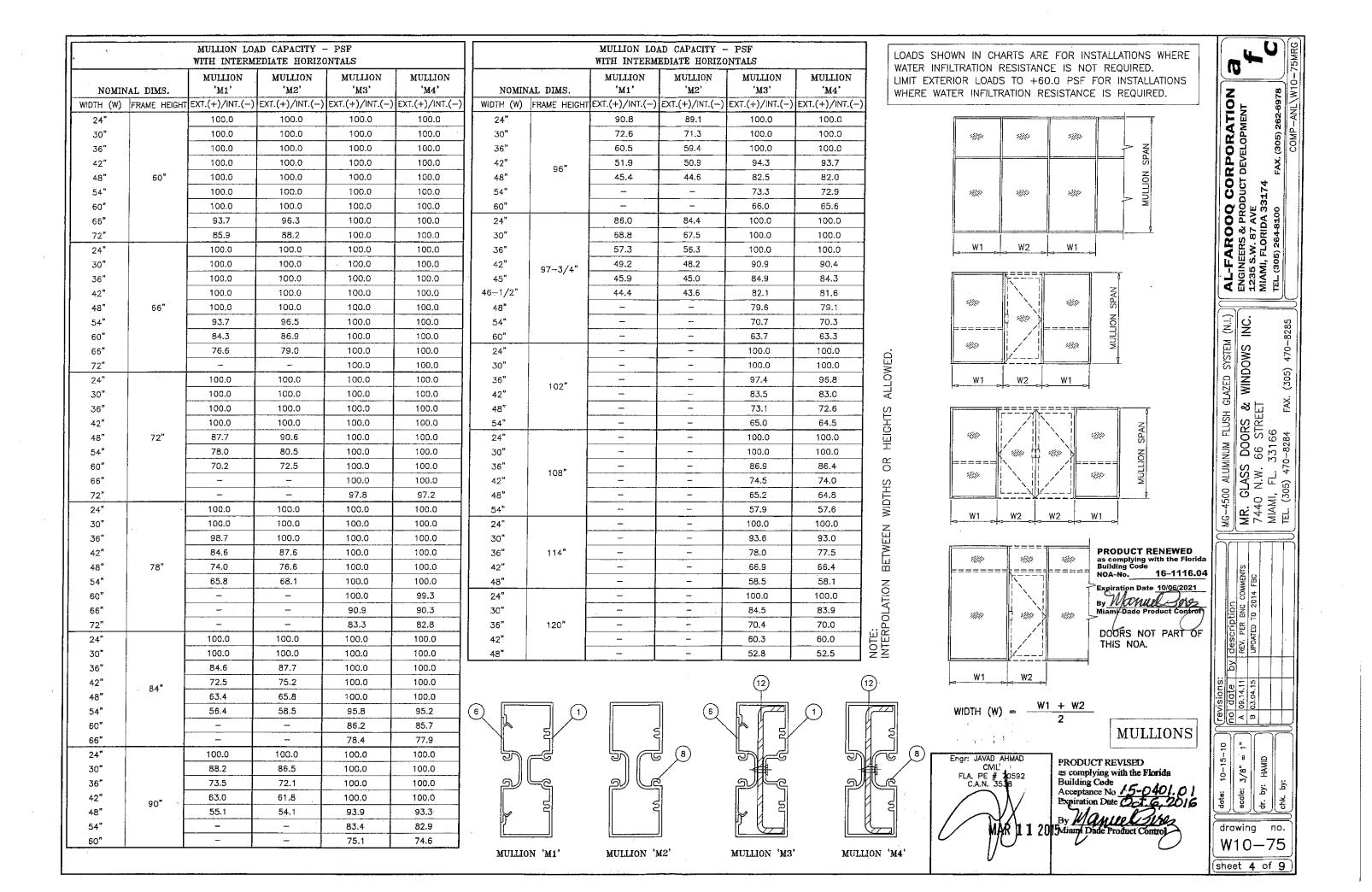
3/8" = 1"

drawing no. W10 - 75

sheet 3 of 9

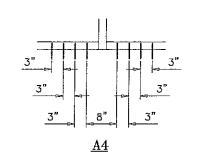
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
1235 S.W. 87 AVE
MIAMI, FLORIDA 33174
TEL. (305) 264-81.00
FAX. (305) 262-6978

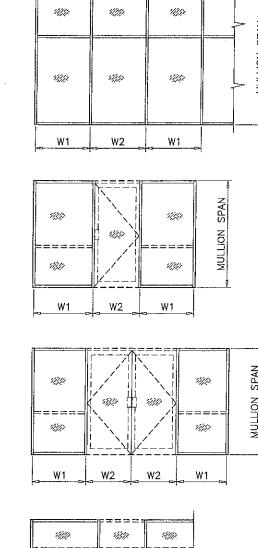
MR. GLASS DOORS & WINDOWS INC. 7440 N.W. 66 STREET MIAMI, FL. 33166
TEL. (305) 470-8284 FAX. (305) 470-8285

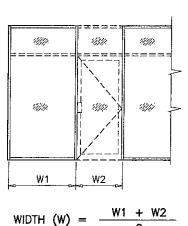


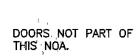
| ·         |              |               | XT.(+) & I |       | 110000        | ATD BREEFE     | 137000 | 11) mirror |
|-----------|--------------|---------------|------------|-------|---------------|----------------|--------|------------|
| NOMIN     | AL DIMS.     |               | ANCHOR T   | YPE   | F             | OR TYPE<br>'B' |        | OR TYPE    |
| WIDTH (W) | FRAME HEIGHT | A2            | A3         | A4    | B2            | B3             | C2     | СЗ         |
| 24"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 30"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 36"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 42"       | [            | 90.1          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 48"       | 60"          | 78.8          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 54"       |              | 70.0          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 60"       | [            | 63.0          | 94.6       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 66"       |              | 57.3          | 86.0       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 72"       |              | 52.5          | 78.8       | 100.0 | 96.0          | 100.0          | 100.0  | 100.0      |
| 24"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 30"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 36"       |              | 95.5          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 42"       |              | 81.9          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 48"       | 66"          | 71.6          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 54"       |              | 63.7          | 95.5       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 60"       |              | 57.3          | 86.0       | 100,0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 66"       |              | 52.1          | 78.1       | 100.0 | 95.2          | 100.0          | 100.0  | 100.0      |
| 72"       |              | 47.8          | 71.6       | 95.5  | 87 <i>.</i> 3 | 100.0          | 92.8   | 100.0      |
| 24"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 30"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 36"       |              | 87.6          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 42"       |              | 75.0          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 48"       | 72"          | 65.7          | 98.5       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 54"       |              | 58.4          | 87.6       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 60"       |              | 52.5          | 78.8       | 100.0 | 96.0          | 100.0          | 100.0  | 100.0      |
| 66"       |              | 47.8          | 71.6       | 95.5  | 87.3          | 100.0          | 92.8   | 100.0      |
| 72"       |              | 43.8          | 65.7       | 87.6  | 80.0          | 100.0          | 85.1   | 100.0      |
| 24"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 30"       |              | 97.0          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 36"       |              | 80.8          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 42"       |              | 69.3          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 48"       | 78"          | 60.6          | 90.9       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 54"       |              | 53.9          | 80.8       | 100.0 | 98.5          | 100.0          | 100.0  | 100.0      |
| 60"       |              | 48.5          | 72.7       | 97.0  | 88,6          | 100.0          | 94.3   | 100.0      |
| 66"       |              | 44.1          | 66.1       | 88.2  | 80.6          | 100.0          | 85.7   | 100.0      |
| 72"       |              | 40.4          | 60.6       | 80.8  | 73.8          | 100.0          | 78.6   | 100.0      |
| 24"       |              | 100.0         | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 30"       |              | 90.1          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 36"       | _            | 75.0          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 42"       | 84" -        | 64.3          | 96.5       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 48"       | - · · L      | 56.3          | 84.4       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 54"       | _            | 50.0          | 75.0       | 100.0 | 91.4          | 100.0          | 97.3   | 100.0      |
| 60"       | <u> </u>     | 45.0          | 67.5       | 90.1  | 82.3          | 100.0          | 87.5   | 100.0      |
| 66"       |              | 40.9          | 61.4       | 81.9  | 74.8          | 100.0          | 79.6   | 100.0      |
| 24"       | _            | 98.5          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 30"       | ٠.           | 78.8          | 100.0      | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 36"       | <u> </u>     | 65 <i>.</i> 7 | 98.5       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 42"       | 96"          | 56.3          | 84.4       | 100.0 | 100.0         | 100.0          | 100.0  | 100.0      |
| 48"       |              | 49.3          | 73.9       | 98.5  | 90.0          | 100.0          | 95.8   | 100.0      |
| 54"       | · [          | 43.8          | 65.7       | 87.6  | 80.0          | 100.0          | 85.1   | 100.0      |
| 60"       |              | 39.4          | 59.1       | 78.8  | 72.0          | 100.0          | 76.6   | 100.0      |

| ANCHOR LOAD CAPACITY - PSF  EXT.(+) & INT.(-) |              |      |          |       |       |              |       |         |  |  |
|---|--------------|------|----------|-------|-------|--------------|-------|---------|--|--|
| NOMIN   | IAL DIMS.    |      | ANCHOR T |       |       | R TYPE<br>B' |       | OR TYPE |  |  |
| WIDTH (W)                                     | FRAME HEIGHT | A2   | A3       | A4    | B2    | B3           | C2    | СЗ      |  |  |
| 24"   |              | 96.7 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 30"   |              | 77.4 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 36"   |              | 64.5 | 96.7     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 42"   | 97-3/4"      | 55.3 | 82.9     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 48"   |              | 48.4 | 72.6     | 96.7  | 88.4  | 100.0        | 94.0  | 100.0   |  |  |
| 54"   |              | 43.0 | 64.5     | 86.0  | 78.6  | 100.0        | 83.6  | 100.0   |  |  |
| 60"   |              | 38.7 | 58.0     | 77.4  | 70.7  | 100.0        | 75.2  | 100.0   |  |  |
| 24"   |              | 92.7 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 30"   |              | 74.2 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 36"   | 100"         | 61.8 | 92.7     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 42"   | 102"         | 53.0 | 79.5     | 100.0 | 96.8  | 100.0        | 100.0 | 100.0   |  |  |
| 48"   |              | 46.4 | 69.5     | 92.7  | 84.7  | 100.0        | 90.1  | 100.0   |  |  |
| 54"   |              | 41.2 | 61.8     | 82.4  | 75.3  | 100.0        | 80.1  | 100.0   |  |  |
| 24"   |              | 87.6 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 30"   |              | 70.0 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 36"   | 108"         | 58.4 | 87.6     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 42"   | 100          | 50.0 | 75.0     | 100.0 | 91.4  | 100.0        | 97.3  | 100.0   |  |  |
| 48"   |              | 43.8 | 65.7     | 87.6  | 80.0  | 100.0        | 85.1  | 100.0   |  |  |
| 54"   |              | 38.9 | 58.4     | 77.8  | 71.1  | 100.0        | 75.7  | 100.0   |  |  |
| 24"   |              | 82.9 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 30"   |              | 66.4 | 99.5     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 36"   | 114"         | 55.3 | 82.9     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 42"   |              | 47.4 | 71.1     | 94.8  | 86.6  | 100.0        | 92.2  | 100.0   |  |  |
| 48"   |              | 41.5 | 62.2     | 82.9  | 75.8  | 100.0        | 80.6  | 100.0   |  |  |
| 24"   |              | 78.8 | 100.0    | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 30"   |              | 63.0 | 94.6     | 100.0 | 100.0 | 100.0        | 100.0 | 100.0   |  |  |
| 36"   | 120"         | 52.5 | 78.8     | 100.0 | 96.0  | 100.0        | 100.0 | 100.0   |  |  |
| 42"   |              | 45.0 | 67.5     | 90.1  | 82.3  | 100.0        | 87.5  | 100.0   |  |  |
| 48"   |              | 39.4 | 59.1     | 78.8  | 72.0  | 108.0        | 76.6  | 100.0   |  |  |









ANCHORS

PRODUCT REVISED
as complying with the Florid
Building Code
Acceptance No 15-040
Expiration Date Oct. 6,

By Manuel Ture
Mismi Dade Product Control

|       | Н |
|-------|---|
|       |   |
| ida . |   |
| 2016  |   |
| 2F)   |   |

scale: 3/8" == dr. by: HAMID

O

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
1235 S.W. 87 AVE
MIAMI, FLORIDA 33174
TEL. (305) 264-8100 FAX. (305) 262-6978

MR. GLASS DOORS & WINDOWS INC. 7440 N.W. 66 STREET MIAMI, FL. 33166
TEL. (305) 470-8284 FAX. (305) 470-8285

drawing no. W10 - 75

sheet 5 of 9

Engr: JAVAD AHMAD CIVIL FLA. PE # 70592 C.A. 3538 A2 = (2) ANCHORS TYPE 'A' AT EACH SIDE OF MULLION
A3 = (3) ANCHORS TYPE 'A' AT EACH SIDE OF MULLION
A4 = (4) ANCHORS TYPE 'A' AT EACH SIDE OF MULLION
BUILDING Code

15 1116 04

B2 = (2) ANCHORS TYPE 'B' AT EACH SIDE OF MULLION NOA-No.
B3 = (3) ANCHORS TYPE 'B' AT EACH SIDE OF MULLION
Expiration C2 = (2) ANCHORS TYPE 'C' AT EACH SIDE OF MULLION

Expiration Date 10/06/2021

By Mull property Miami-Dade Product Control

ALL OTHER ANCHORS TO BE SPACED AS PER ELEVATION.

ANCHORS TYPES: SEE SHEET 7 FOR DESCRIPTION

A3, B3, C3

A2, B2, C2

ALLOWED.

HEIGHTS

O.R

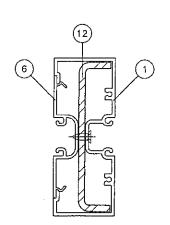
WIDTHS

BETWEEN

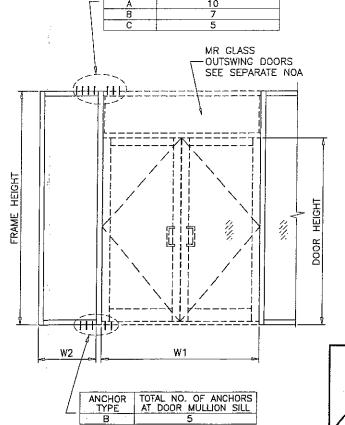
NOTE: INTERPOLATION

|                        | DOOR MUL              | LION LOAD            | CAPACITY             | - PSF                |                        | DOOR MUL              | LION LOAD            | CAPACITY             | - PSF                |      |      |       |      |
|------------------------|-----------------------|----------------------|----------------------|----------------------|------------------------|-----------------------|----------------------|----------------------|----------------------|------|------|-------|------|
| NOMINAL DIMS.          |                       |                      | DOOR MULLION         |                      | NOMINA                 | AL DIMS.              |                      | DOOR MULLION         | 1                    |      |      |       |      |
| FRAME HEIGHT<br>INCHES | DOOR HEIGHT<br>INCHES | WIDTH (W1)<br>INCHES | WIDTH (W2)<br>INCHES | EXT. (+)<br>INT. (-) | FRAME HEIGHT<br>INCHES | DOOR HEIGHT<br>INCHES | WIDTH (W1)<br>INCHES | WIDTH (W2)<br>INCHES | EXT. (+)<br>INT. (–) |      |      |       |      |
|                        |                       |                      | 18                   | 100.0                |                        |                       |                      | 18                   | 100.0                | 11   |      |       |      |
|                        |                       |                      |                      |                      |                        | 24                    | 100.0                |                      |                      |      | 24   | 100.0 |      |
| 0.0                    | 0.4                   | 70                   | 30                   | 100.0                | 96                     | 90                    | 72                   | 30                   | 100.0                |      |      |       |      |
| 96                     | 84                    | 72                   | 36                   | 97.5                 | 96                     | 90                    | /2                   | 36                   | 100.0                | ]    |      |       |      |
|                        |                       | (                    | 42                   | 90.8                 |                        |                       |                      | 42                   | 95.9                 |      |      |       |      |
|                        |                       | ,                    | 48                   | 85.0                 |                        |                       |                      | 48                   | 89.4                 | 1    |      |       |      |
|                        |                       |                      | 18                   | 100.0                |                        | -                     |                      | 18                   | 100.0                | ]    |      |       |      |
|                        |                       |                      | 24                   | 95.6                 |                        |                       |                      | 24                   | 100.0                | ]    |      |       |      |
| 400                    |                       | 72                   | 30                   | 88.5                 | 100                    | 90                    | 72                   | 30                   | 93.9                 |      |      |       |      |
| 102                    | 84                    | 84                   | 84                   | /2                   | 36                     | 82.3                  | 102                  | 90                   | 12                   | 36   | 86.9 |       |      |
|                        |                       |                      | 42                   | 76.9                 | İ                      |                       |                      | ٠42                  | 81.0                 | ]    |      |       |      |
|                        |                       |                      | 48                   | 72.2                 |                        |                       |                      | 48                   | 75.7                 |      |      |       |      |
|                        |                       |                      | 18                   | 87.9                 |                        |                       |                      | 18                   | 93.9                 |      |      |       |      |
|                        |                       |                      | 24                   | 81.2                 |                        |                       |                      | 24                   | 86.2                 |      |      |       |      |
| 100                    | 0.4                   | . 72                 | · 72                 | 72                   | 30                     | 75.5                  | 90                   | 72                   | 30                   | 79.7 |      |       |      |
| 108                    | 84                    |                      |                      |                      | - 72                   | - 72                  | 36                   | 70.4                 | 100                  | 90   | /2   | 36    | 74.1 |
|                        | :                     |                      | 42                   | 66.0                 |                        |                       |                      | 42                   | 69.2                 | J    |      |       |      |
|                        |                       |                      | 48                   | 62.1                 |                        |                       |                      | 48                   | 64.9                 | ľ    |      |       |      |
|                        |                       |                      | 18                   | 75.3                 |                        |                       |                      | 18                   | 80.0                 |      |      |       |      |
|                        |                       |                      | 24                   | 69.8                 |                        |                       |                      | 24                   | 73.8                 |      |      |       |      |
| 114                    | 84                    | 72                   | 30                   | 65.1                 | 114                    | 90                    | 72                   | 30                   | 68.5                 |      |      |       |      |
|                        |                       |                      | 36 `                 | 60.9                 |                        |                       |                      | 36                   | 63.9                 |      |      |       |      |
|                        |                       |                      | 42                   | 57.3                 |                        |                       |                      | 42                   | 59.8                 | ĺ    |      |       |      |
|                        |                       |                      | 18                   | 65.2                 |                        |                       |                      | 18                   | 69.0                 | ĺ    |      |       |      |
|                        |                       |                      | 24                   | 60.7                 |                        |                       |                      | 24                   | 63.9                 |      |      |       |      |
| 120                    | 84                    | 72                   | 30                   | 56.7                 | 120                    | 90                    | 72                   | 30                   | 59.5                 | ĺ    |      |       |      |
|                        |                       |                      | 36                   | 53.2                 |                        |                       |                      | 36                   | 55.6                 | l    |      |       |      |
|                        |                       | ſ                    | 42                   | 50.1                 |                        | •                     |                      | 42                   | 52.2                 | i    |      |       |      |

|                        | DOOR MUL              | LION LOAD            | CAPACITY ·           | - PSF                |
|------------------------|-----------------------|----------------------|----------------------|----------------------|
|                        | NOMINA                | AL DIMS.             |                      | DOOR MULLION         |
| FRAME HEIGHT<br>INCHES | DOOR HEIGHT<br>INCHES | WIDTH (W1)<br>INCHES | WIDTH (W2)<br>INCHES | EXT. (+)<br>INT. (-) |
|                        |                       |                      | 18                   | 100.0                |
|                        |                       |                      | 24                   | 100.0                |
| 100                    | 20                    | 70                   | 30                   | 99.9                 |
| 102                    | 96                    | 72                   | 36                   | 92.0                 |
|                        |                       |                      | 42                   | 85.3                 |
|                        |                       |                      | 48                   | 79.5                 |
|                        |                       |                      | 18                   | 100.0                |
|                        |                       |                      | 24                   | 91.7                 |
|                        |                       |                      | 30                   | 84.3                 |
| 108                    | 96                    | 72                   | 36                   | 78.0                 |
|                        |                       |                      | 42                   | 72.6                 |
|                        |                       |                      |                      | 67.9                 |
|                        |                       |                      | 18                   | 85.2                 |
|                        |                       | . 1                  | 24                   | 78.1                 |
| 114                    | 96                    | 72                   | 30                   | 72.2                 |
|                        |                       |                      | 36                   | 67.0                 |
|                        |                       |                      | 42                   | 62.6                 |
|                        |                       |                      | 18                   | 73.1                 |
|                        |                       |                      | 24                   | 67.4                 |
| 120                    | 96                    | 72                   | 30                   | 62.5                 |
|                        |                       |                      | 36                   | 58.2                 |
|                        |                       |                      | 42                   | 54.5                 |



DOOR MULLION WITH REINFORCING



ANCHOR TOTAL NO. OF ANCHORS
TYPES AT DOOR MULLION HEAD

PRODUCT RENEWED
as complying with the Florida
Building Code 16-1116.04 NOA-No.

Expiration Date 10/06/2021

By White State of the Product Control

DOOR MULLION

Engr: JAVAD AHMAD CIV<u>I</u>L PRODUCT REVISED
as complying with the Florida
Building Code
Acceptance No 5-0401.01
Expiration Date 05.6.2016
By Maurel Surgery
Miam/Dade Product Control FLA. PE 70592 C.A.N. 3538

|            | by description | NO CHANGE THIS SHEET | UPDATED TO 2014 FBC |           |   |        |  |
|------------|----------------|----------------------|---------------------|-----------|---|--------|--|
|            | Ш              |                      | 5                   |           |   |        |  |
| revisions: | no date        | A 09.14.11           | B 03.04.15          |           |   |        |  |
|            | ОÜ             | <                    | m                   |           |   |        |  |
| 10-15-10   |                | sale: 3/8" = 1"      |                     | by: HAMID |   |        |  |
| jë         |                | 3 <u>d</u> 6:        |                     | . by:     | 1 | î<br>i |  |

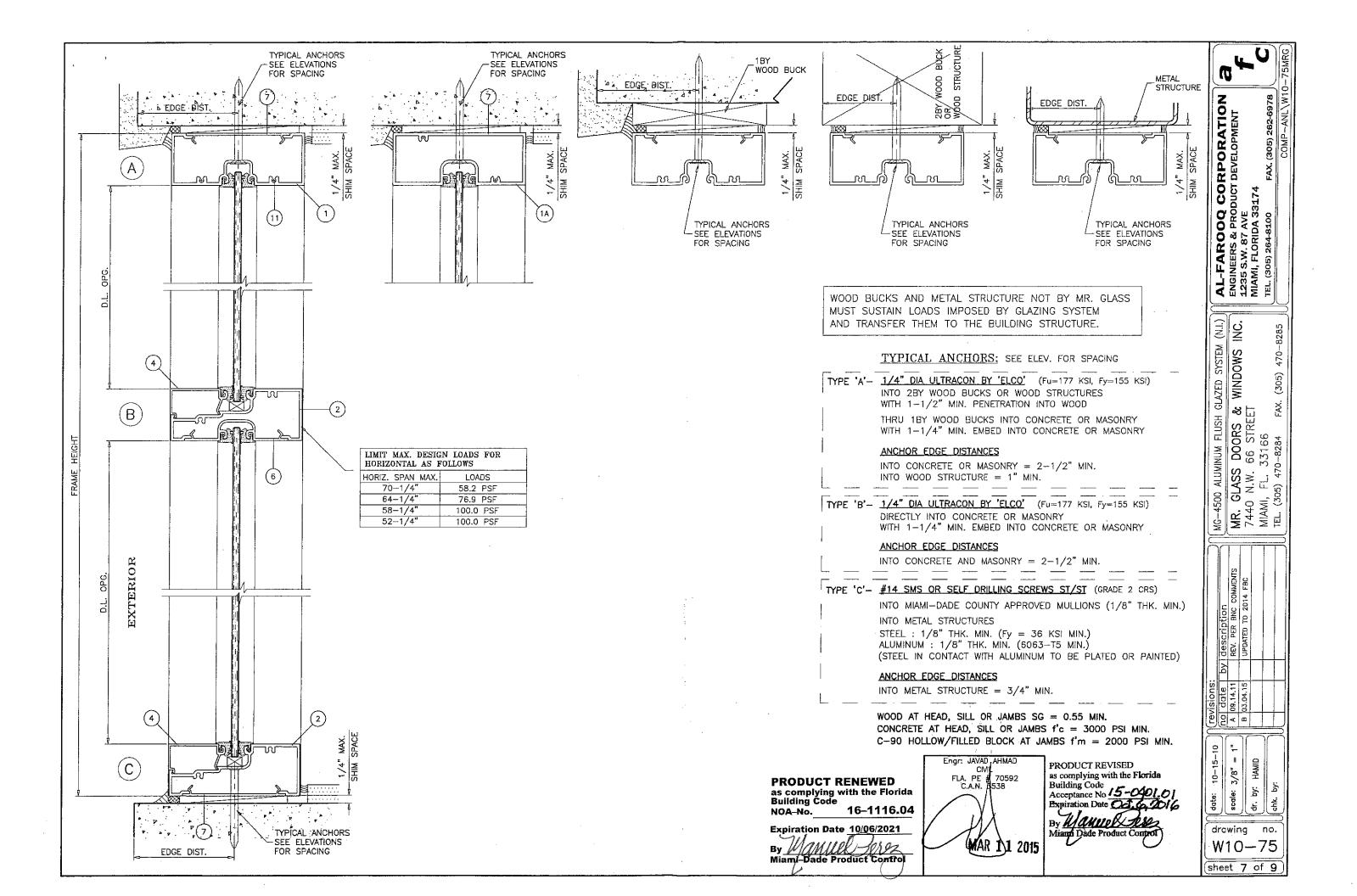
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
1235 S.W. 87 AVE
MIAMI, FLORIDA 33174
TEL. (305) 262-6978

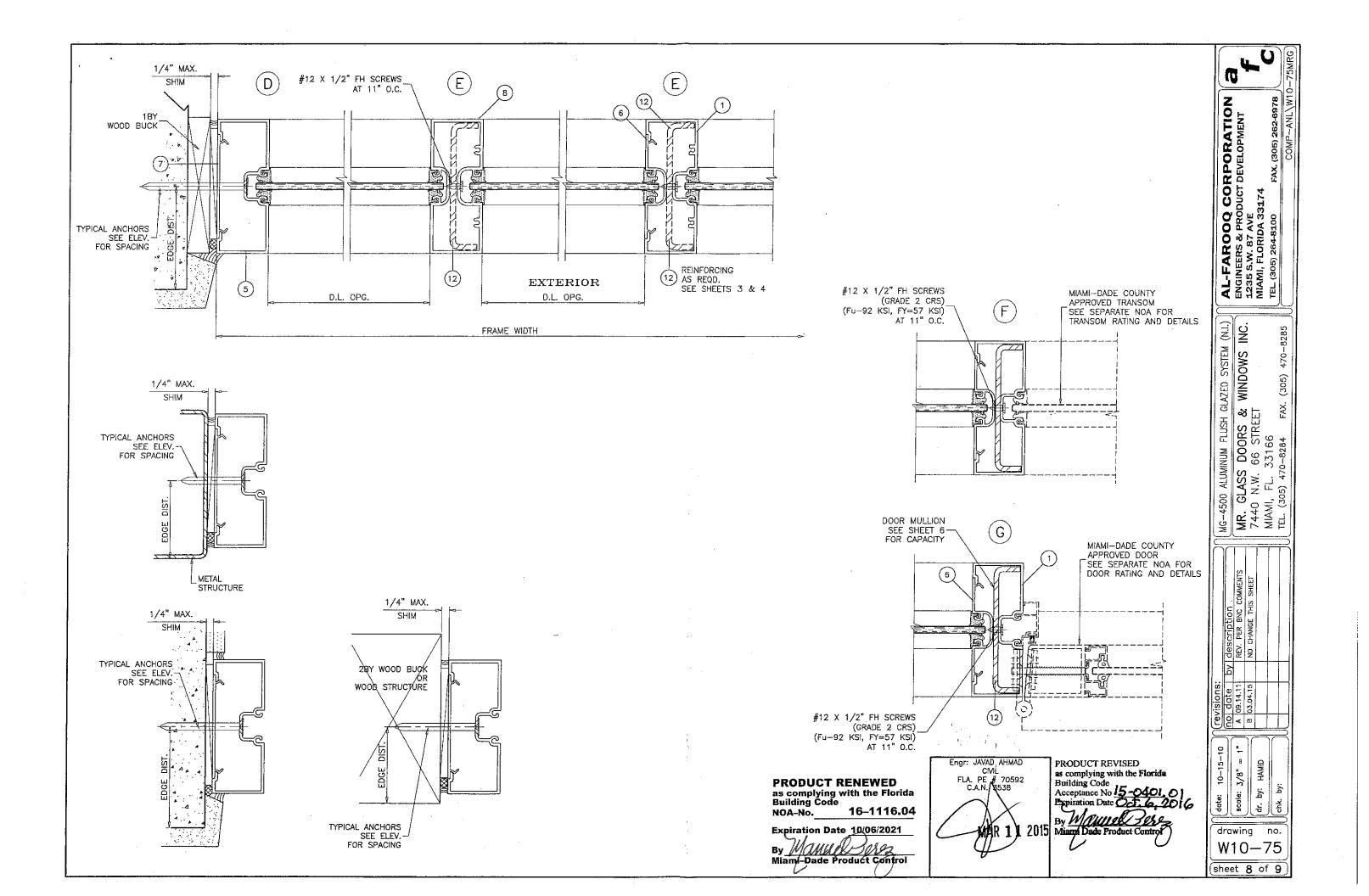
MG-4500 ALUMINUM FLUSH GLAZED SYSTEM (N.I.)
MR. GLASS DOORS & WINDOWS INC.
7440 N.W. 66 STREET
MIAMI, FL. 33166
TEL (305) 470-8284 FAX. (305) 470-8285

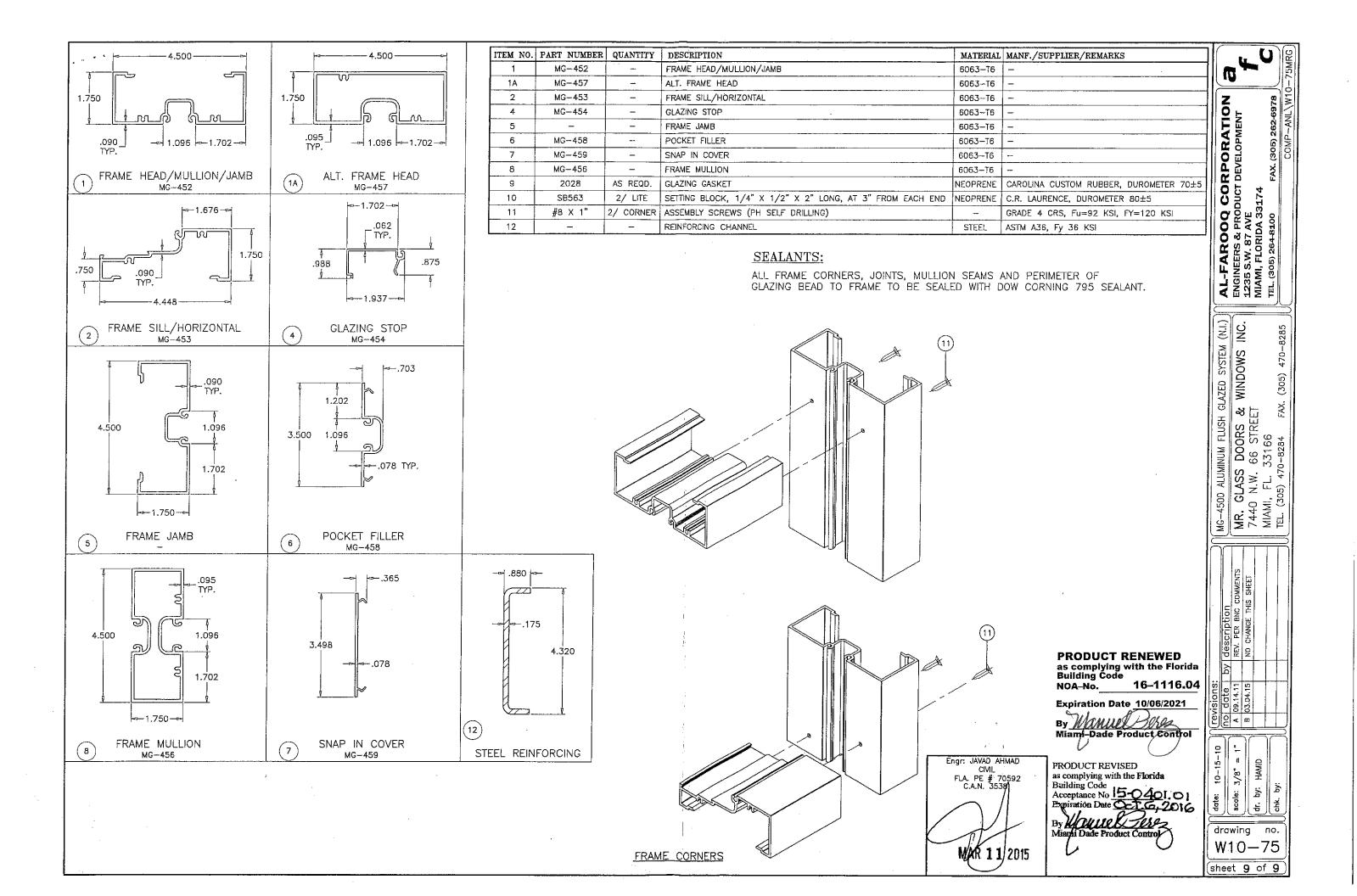
FAX. (305);

W10 - 75

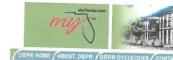
drawing no. sheet 6 of 9







# Business & Professional Regulation



Contact Us BCIS Site Map Links Search





<u>Product Approval Menu</u> > <u>Product or Application Search</u> > <u>Application List</u> > **Application Detail** 

FL# FL20359-R2 Application Type Revision Code Version 2017 Application Status Approved

Comments Archived

Product Manufacturer Address/Phone/Email

Mr Glass Doors & Windows Inc.

8120 NW 84th St Medley, FL 33166 (305) 470-8284

ulises@mrglasswindows.com

Authorized Signature

Ulises Senaris

ulises@mrglasswindows.com

Technical Representative Address/Phone/Email

Quality Assurance Representative Address/Phone/Email

Category Subcategory

Windows Horizontal Slider

Compliance Method

Evaluation Report from a Florida Registered Architect or a Licensed Florida

Professional Engineer

Evaluation Report - Hardcopy Received

Florida Engineer or Architect Name who developed

the Evaluation Report

Florida License

Quality Assurance Entity

Quality Assurance Contract Expiration Date

Validated By

Keystone Certifications, Inc. 08/27/2025

PE-70592

Javad Ahmad

Ammad Riaz, P.E.

☑ Validation Checklist - Hardcopy Received

Certificate of Independence

FL20359 R2 COI SS-Series MG-300 Alum Horizontal Sliding Window

(LMI-SMI)-CI 2017.pdf

Referenced Standard and Year (of Standard)

Standard Year TAS 201 1994 TAS 202 1994 TAS 203 1994

Equivalence of Product Standards Certified By

Sections from the Code

Product Approval Method

Method 1 Option D

Date Submitted Date Validated Date Pending FBC Approval

01/15/2018 01/16/2018 01/21/2018 04/10/2018

#### Summary of Products

Date Approved

| FL#   | Model, Number or Name   | Description  |  |  |  |  |
|---|---|--|--|--|--|--|
| 20359.1   | Series MG-300 Aluminum Horizontal<br>Sliding Window   | STATE OF STA |  |  |  |  |
| Approved for u<br>Impact Resista<br>Design Pressur<br>Other: See attack | se in HVHZ: Yes<br>se outside HVHZ: Yes<br>nt: Yes<br>e: +90/-140<br>ched drawing W16-26 for span vs. load<br>installation details. | Installation Instructions FL20359 R2 JT SS-Series MG-300 Alum Horizontal Sliding Window (LMI)-2017 DWG W16-26.pdf Verified By: Javad Ahmad PE # 70592 Created by Independent Third Party: Yes Evaluation Reports FL20359 R2 AE SS-Series MG-300 Alum Horizontal Sliding Window (LMI) -PAE 2017.pdf Created by Independent Third Party: Yes  Small missile impact resistant aluminum horizontal sliding window.   |  |  |  |  |
| 20359.2   | Series MG-300 Aluminum Horizontal<br>Sliding Window   |  |  |  |  |  |
| Impact Resistar Design Pressure Other: See attac                        | se outside HVHZ: Yes<br>nt: Yes   | Installation Instructions FL20359 R2 II SS-Series MG-300 Alum Horizontal Sliding Window(SMI)-2017 DWG W16-28.pdf Verified By: Javad Ahmad PE # 70592 Created by Independent Third Party: Yes Evaluation Reports FL20359 R2 AE SS-Series MG-300 Alum Horizontal Sliding Window(SMI) -PAE 2017.pdf Created by Independent Third Party: Yes   |  |  |  |  |





Contact Us :: 2601 Blair Stone Road, Tallahassee FL 32399 Phone: 850-487-1824

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Product Approval Accepts:

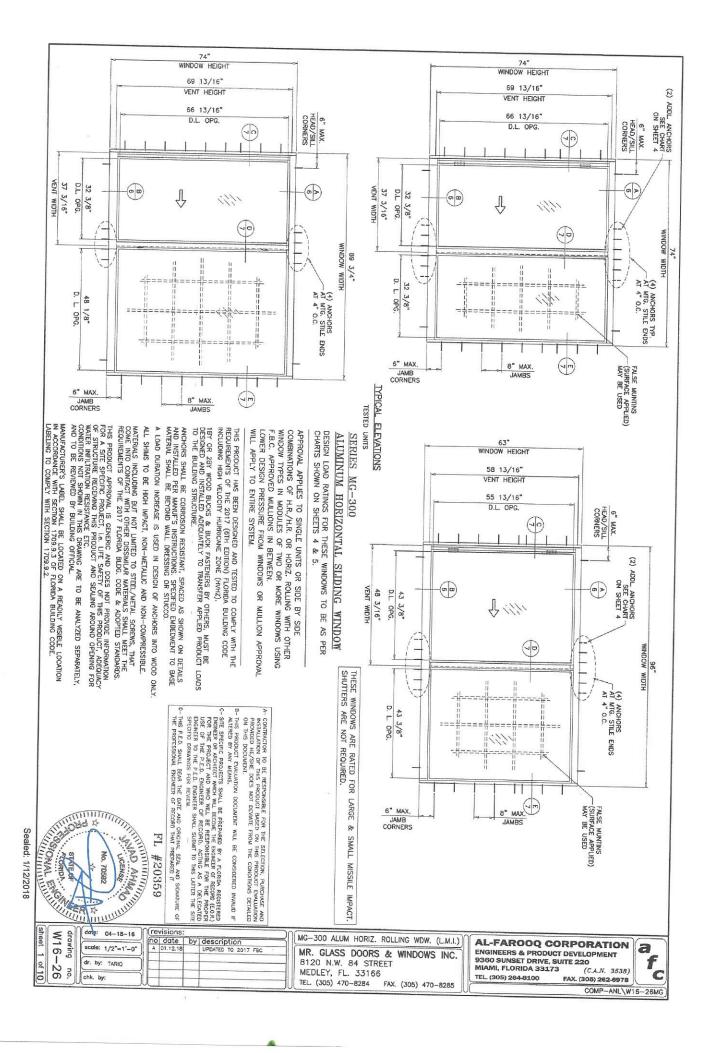


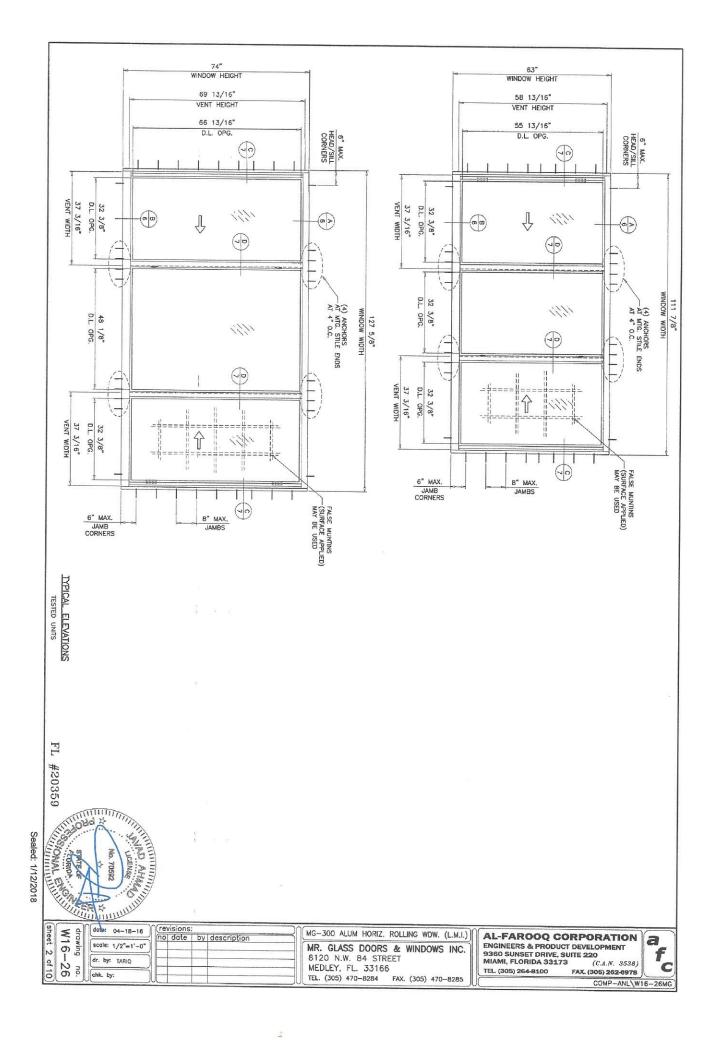


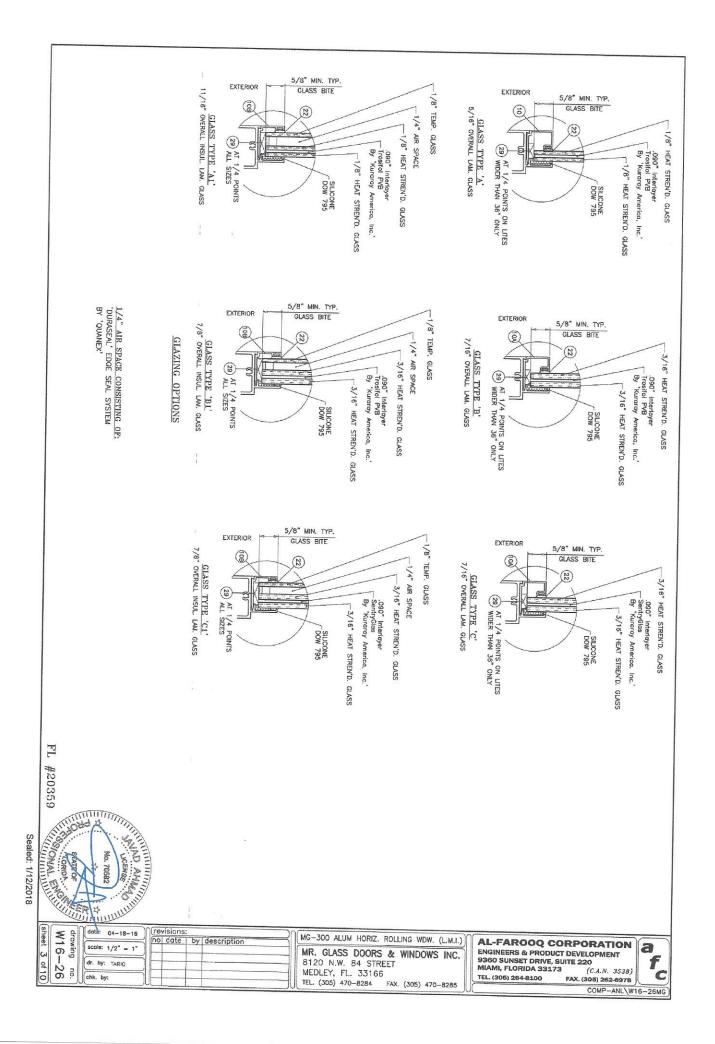


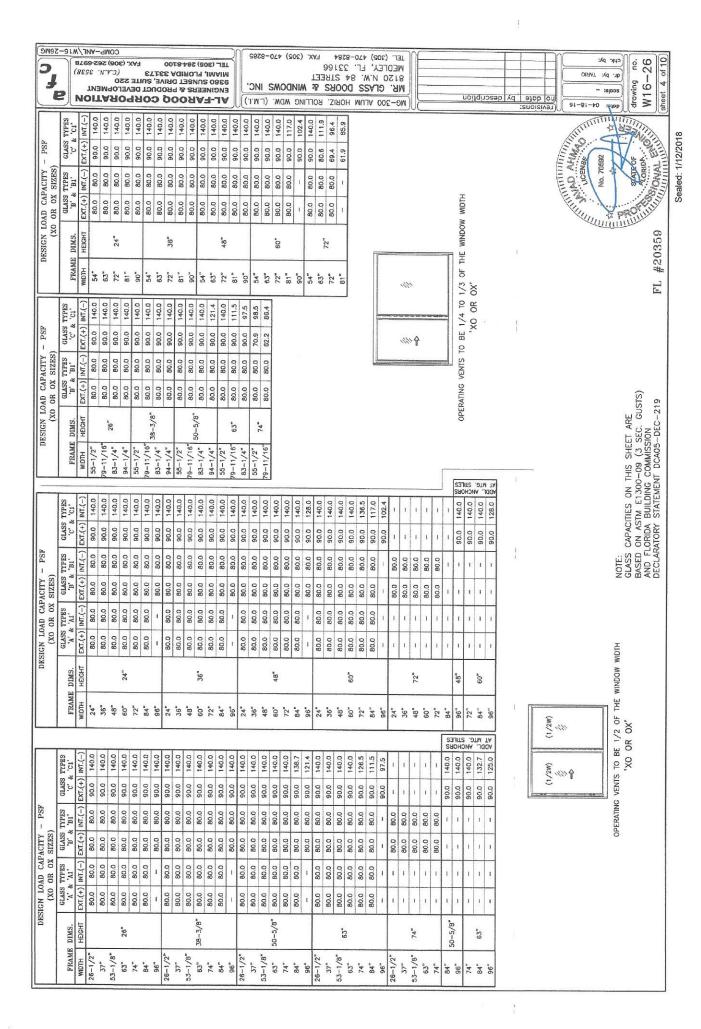












COMP-ANL/W16-26MG TEL. (305) 470-8284 8768-285 (305) .XA7 1EF" (302) SE4-8T00 MEDLEY, FL. 33166 AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9960 SUNSET DRIVE, SUITE 220
MIRMI, FLORIDR 33173 (C.J.M. 3538)
TEL (308) SE645100
TEL (308) SE645100 8120 N.W. 84 STREET MR. GLASS DOORS & WINDOWS INC. 2 MG-300 ALUM HORIZ, ROLLING WDW. (L.M.I.) 140.0 140.0 140.0 140.0 140.0 DESIGN LOAD CAPACITY - PSF 90.0 90.0 90.0 90.0 OPERATING VENTS TO BE 1/4 TO 1/3 OF THE WINDOW WIDTH GLASS TYPES 'B' & 'B1' EXT.(+) INT.(-) 80.0 1111 HEIGHT DIMS. 24 48" .09 72" 84" 96" 120" 72" 72" 72" 84" 1208" 1108" 1 dille 120" 72" 84" 96" 140.0 140.0 EXT.(+) INT.(-) 140.0 90.0 140.0 140.0 140.0 140.0 140.0 140.0 Ŷ ::!! - PSF 90.0 90.0 90.0 90.0 90.0 90.0 90.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 GLASS TYPES 'B' & 'B1' DESIGN LOAD CAPACITY 80.0 80.0 EXT.(+) INT.(-) 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 (XOX SIZES) 80.0 80.0 80.0 80.0 80.0 80.0 80.0 DIMS. 38-3/8" 50-5/8 26" 74" 63\* 106-1/4" 106-1/4" 111" 126" 74" 106-1/4" 74" 106-1/4" 126" 111 1111 126" 74" GLASS TYPES
'C' & 'CI'
EXT.(+) INT.(-) 140.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 136.5 DESIGN LOAD CAPACITY - PSF 0.06 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 0.08 90.0 EXT.(+) INT.(-) 80.0 DIMS. 24" 36 48 .09 72" OPERATING VENTS TO BE 1/3 OF THE WINDOW WIDTH 'XOX' 120" 72" 84" 96" 120" 72" 84" 96" 120" 72" 84" 96" 108" 72" 84" 86" 120" (1/3W) 11/11/1 140.0 140.0 140.0 140.0 140.0 140.0 EXT.(+) | INT.(-) | EXT.(+) | INT.(-90.0 140.0 140.0 140.0 138.7 129.0 125.7 (1/3W)1111 DESIGN LOAD CAPACITY - PSF 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 90.0 GIASS TYPES 'B' & 'B1' 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 (No. 1) 80.0 80.0 80.0 80.0 80.0 80.0 XOX)

HEIGHT

74"

26"

106-1/4" 111" 126"

DIMS.

FRAME

38-3/8"

106-1/4"

50-5/8"

74" 706-1/4"

63

111"
126"
74"
106-1/4"
111"
126"
74"
111"
126"

74"

No. 70862

dr. by: TARIQ

81-81-40

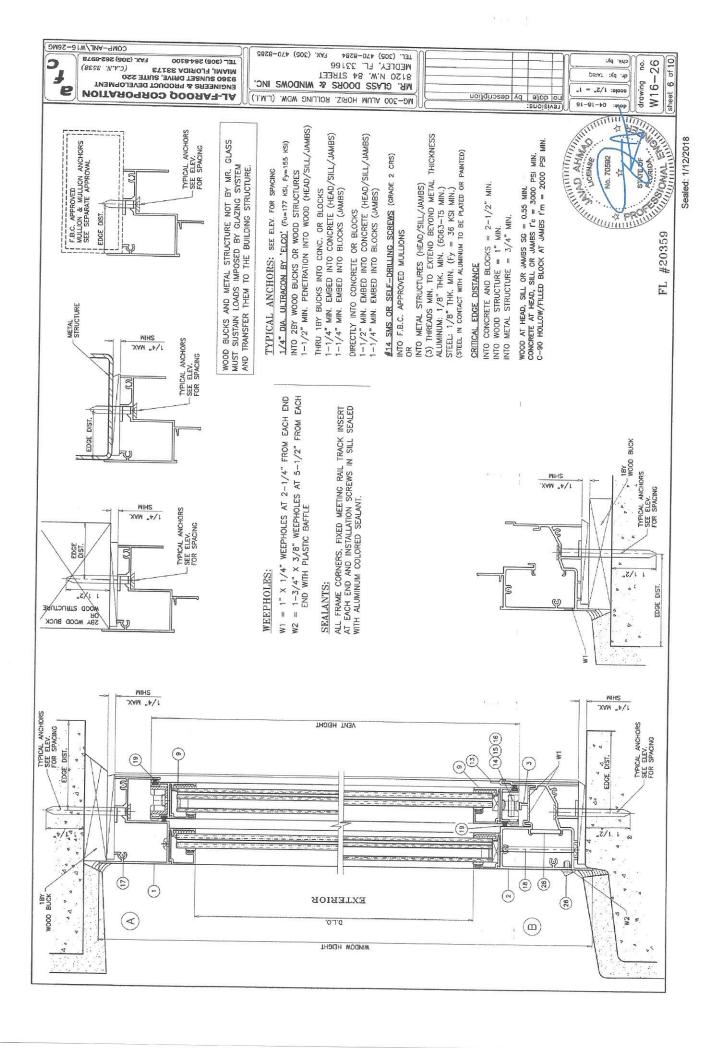
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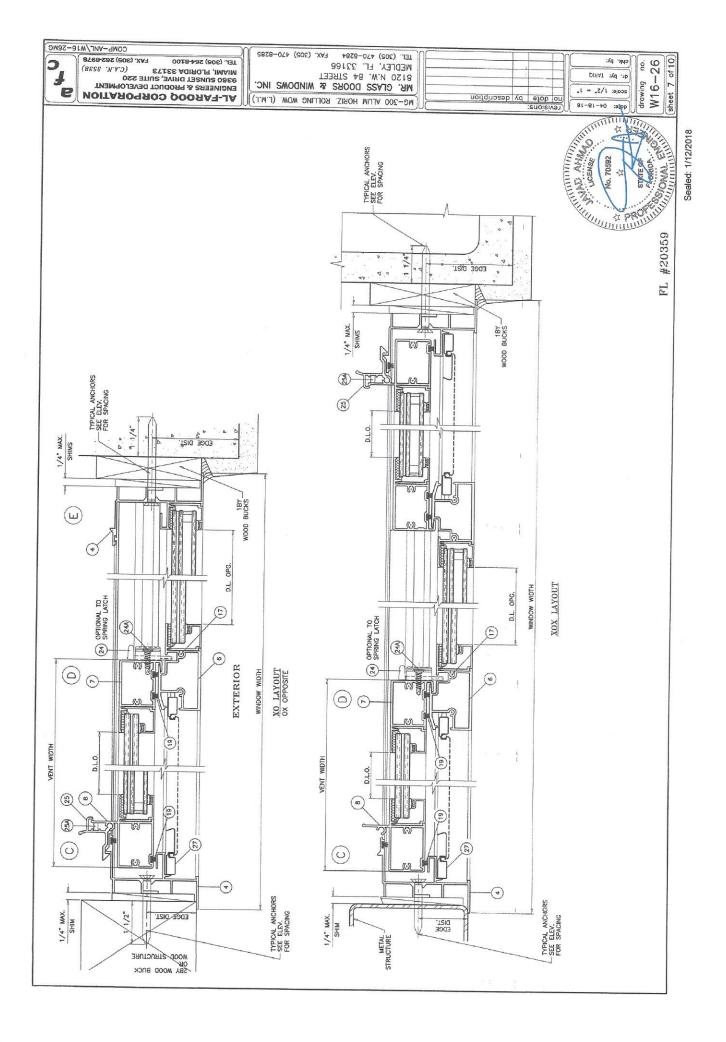
NOTE: GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTIM E1300-09 (3 S.C. GUSTS) AND FLORIDA BULIDING COMMISSION DECLARATORY STATEMENT DCA05-DEC-219

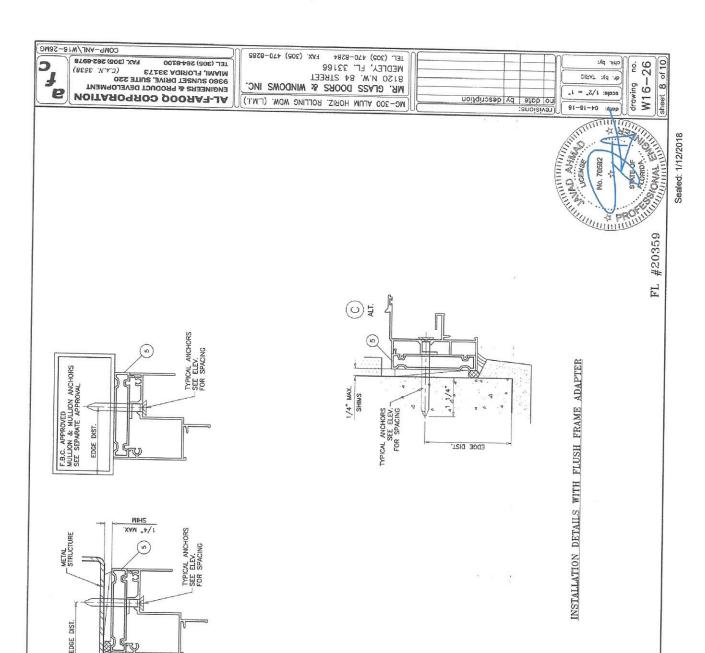
Sealed: 1/12/2018

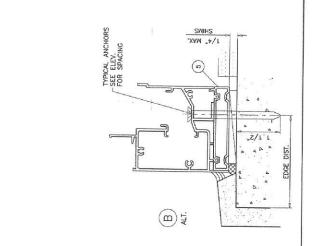
W16-26 sheet 5 of 10

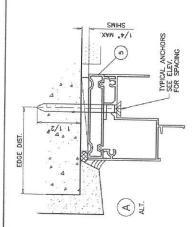
drawing

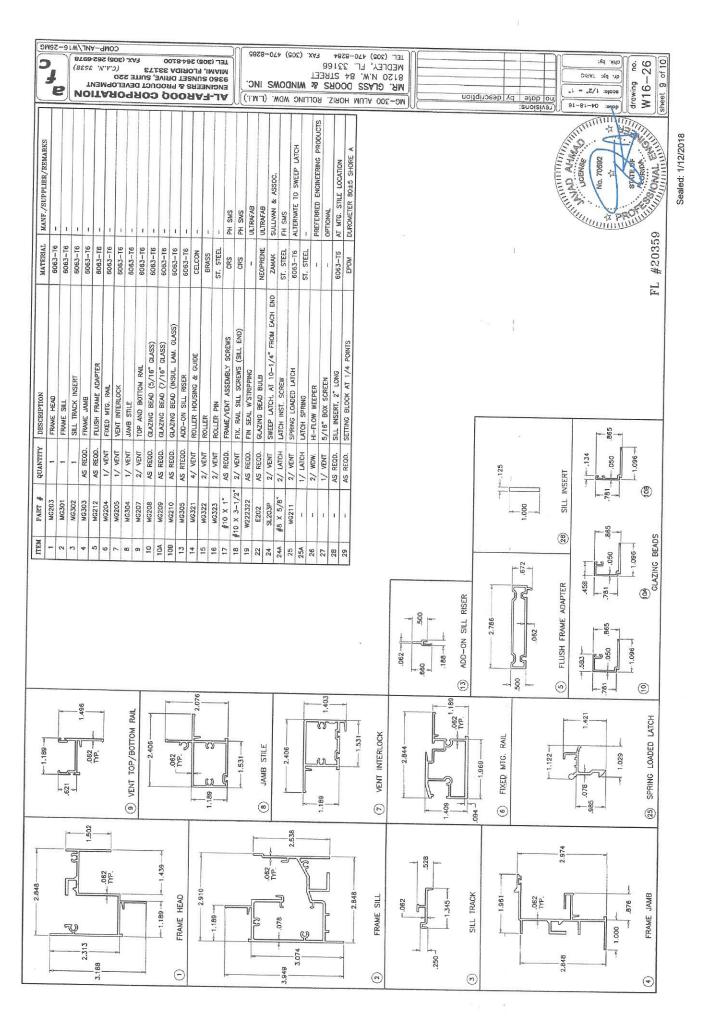


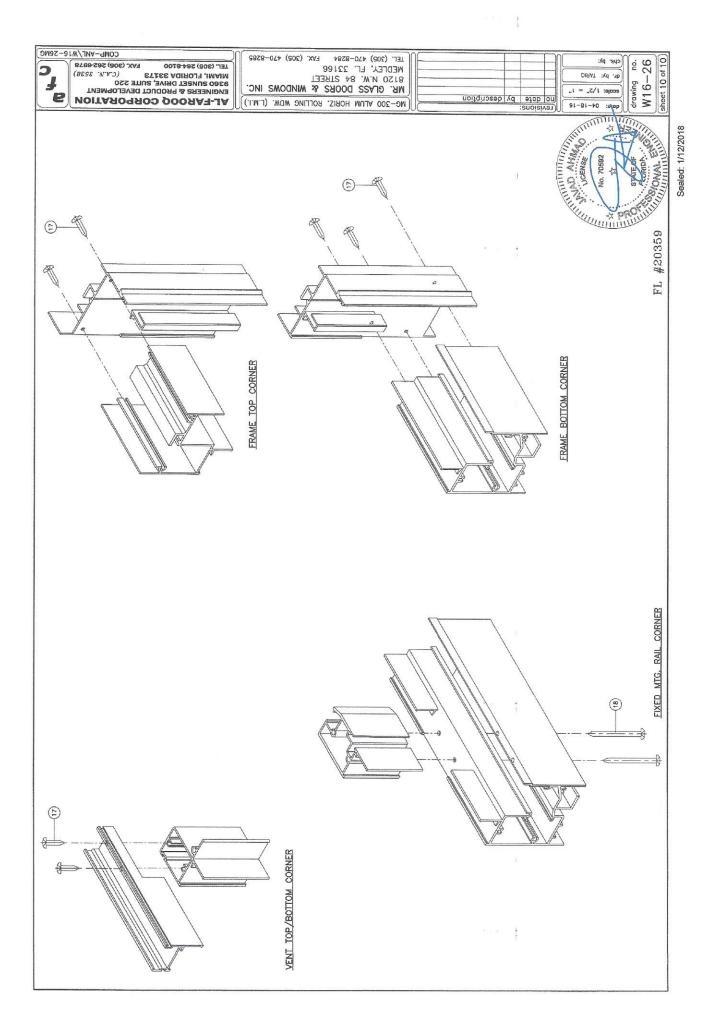














### DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) BOARD AND CODE ADMINISTRATION DIVISION

### NOTICE OF ACCEPTANCE (NOA)

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

www.miamidade.gov/economy

**MIAMI-DADE COUNTY** 

Mr. Glass Doors & Windows, Inc. 7440 N. W. 66 Street Miami, FL. 33166

#### 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 PERA -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. PERA reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

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

DESCRIPTION: Series "MG-500" Aluminum Outswing French Door w/wo Transom-L.M.I.

**APPROVAL DOCUMENT:** Drawing No. **W11-40 Rev D**, titled "Series MG-500 Alum Outswing French Door (L.M.I.)", sheets 1 through 18 of 18, dated 07-15-11 and last revised on JUL 27, 2018, prepared by AL-Farooq Corporation, signed and sealed by Javad Ahmad, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

## MISSILE IMPACT RATING: Large Missile Impact Resistant Limitations:

- 1. See sheets 2 thru 6 for Design Pressure charts for Single and/or Double door w/wo transom, glass, threshold type, lock type, hinges type and head, sill and jambs anchors. Lower Design Pressure shall apply to the entire assembly.
- 2. The Single Door w/ Transom is limited to Max. Design Pressure  $DP = \pm 90$  PSF & Saddle threshold=  $\pm 80$  PSF.
- 3. Only Single Door w/ High Threshold option item **E-2B** (part # ES-9026) is rated for external Positive +120 **PSF**, Water Resistant Rating, all other thresholds are <u>not</u> rated for water Resistant Ratings (See sheets <u>8</u> & <u>9</u>).
- 4. When doors are mulled to ES 8000 or 9500 series separate Storefront System NOA(s), lower design pressure of doors w/wo transom or storefront shall control for entire system, AHJ to review tributary end load and installations.

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

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

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

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

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

This NOA revises & renews NOA # 15-0826.32 and consists of this page 1 and evidence pages E-1, E-2 & E-3, as well as approval document mentioned above.

The submitted documentation was reviewed by Ishaq I. Chanda, P.E.



NOA No. 18-0314.07 Expiration Date: December 24, 2023 Approval Date: August 09, 2018

Page 1

#### NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

#### 1. Evidence submitted in previous files

#### A. DRAWINGS

- 1. Manufacturer's die drawings and sections (Submitted under files # below)
- 2. Drawing No. **W11-40 Rev B**, titled "Series MG-500 Alum. Outswing French Door (L.M.I.)", sheets 1 through 11 of 11, including sheet 3.1, dated 07/15/11 and last revised on 03/16/16, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.

#### B. TESTS (Submitted under files #15-0602.09 /#12-0306.07 / #10-0301.03)

- 1. Test reports on 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94(Not performed)
  - 4) Large Missile Impact Test per FBC, TAS 201-94
  - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
  - 6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

Along with marked-up drawings and installation diagram of an Alum. Outswing Entrance Door, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-5554**, dated 05/10/08, signed and sealed by Carlos S. Rionda, P.E.

- 2. Test reports on: 1) Uniform Static Air Pressure Test,
  - 2) Large Missile Impact Test per FBC, TAS 201-94
  - 3) Cyclic Wind Pressure Loading per FBC, TAS 203-94

Along with marked-up drawings of an Alum. Outswing Entrance Door, prepared by FTL, Inc., Test Report No. FTL-5556, dtd 04/27/08, signed and sealed by Carlos S. Rionda, P.E.

3. Additional Test reports along with marked-up Dwg. of a single (X) aluminum outswing door per TAS 201, 202 (Full) and 203-94, issued by Fenestration Testing lab, Inc., Test Report No. **FTL-5992**, dtd 09/09/09, reissued on 2/2/11 signed & sealed by Marlin D. Brinson, P. E.

#### C. CALCULATIONS (Submitted under file #15-0602.09)

- 1. Anchor verification calculations & structural analysis, complying with FBC-2014, prepared by Al-Farooq Corp., dated 05/29/15 and last revised on 03/14/16, signed & sealed by Javad Ahmad, P.E.
- 2. Glazing complies w/ ASTME-1300-02 -04 & -09.

#### D. QUALITY ASSURANCE

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

#### E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. 14-0916.11, issued to E.I. DuPont DeNemours & Co., Inc. for their "DuPont Sentry Glass ® interlayer", expiring on 01/14/17.
- 2. Notice of Acceptance No. 14-0916.10, issued to E.I. DuPont DeNemours & Co., Inc. for their "DuPont Butacite PVB, Interlayer", expiring on 12/11/16.

#### F. STATEMENTS

1. Statement letter of conformance to FBC 2014 (5<sup>th</sup> edition) and letter of no financial interest, prepared by Al Farooq Corporation, dated 08/06/16, signed and sealed by Javad Ahmad, P.E.

2. Lab compliance as part of the above referenced test report.

Ishaq I. Chanda, P.E.
Product Control Examiner

NOA No. 18-0314.07 Expiration Date: December 24, 2023

Approval Date: August 09, 2018

#### NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

#### G. OTHER

- 1. This NOA revises NOA # 13-0820.12, expiring 12/24/18.
- 2. Private labeling agreement between Mr. Glass Doors & windows Inc. and ES Windows, LLC document in conformance of RER guideline dated 07/19/2011.
- 3. Distribution agreement ES Windows, LLC and ES Windows-Energia Solar, S.A., dated 10/20/10, signed by Ms. Carla G. Torrente and Andres Chamorro respectively.
- 4. Test proposals # **07-4070** & **09-0165**, approved by BCCO.

#### 2. New Evidence submitted.

#### A. DRAWINGS

1. Drawing No. **W11-40 Rev D**, titled "Series MG–500 Alum Outswing French Door (L.M.I.)", sheets 1 through 18 of 18, dated 07-15-11 and last revised on JUL 27, 2018, prepared by AL-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.

### B. TESTS (Revised) (Submitted under file #18-0319.09)

- 1. Test reports on
- 1) Air Infiltration Test, per FBC, TAS 202-94
- 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
- 3) Water Resistance Test, per FBC, TAS 202-94(Not performed)
- 4) Large Missile Impact Test per FBC, TAS 201-94
- 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
- 6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

Along with marked-up drawings and installation diagram of X & XX Alum. Outswing Entrance Door, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-7242**, dated 05/03/13, signed and sealed by Idalmis Ortega, P.E.

(This test report revised and issued by Fenestration testing on 05/21/18, signed and sealed by Idalmis Ortega, P.E.)

- 2. Test reports on: on 1) Air Infiltration Test, per FBC, TAS 202-94
  - 2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
  - 3) Water Resistance Test, per FBC, TAS 202-94(Not performed)
  - 4) Large Missile Impact Test per FBC, TAS 201-94
  - 5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
  - 6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

Along with marked-up drawings of X and XX Alum. Outswing Entrance Door, prepared by Blackwater Testing Inc., Test Report No. **BT-ESW-17-020**, dated 06/14/178, signed and sealed by Constantin Bortes, P.E.

#### C. CALCULATIONS (Submitted under file #18-0319.09)

1. Anchor verification calculations & structural analysis, complying with FBC 2017 (6<sup>th</sup> edition), prepared by Al-Farooq Corp., dated 03/16/18 and last revised on 07/27/18, signed & sealed by Javad Ahmad, P.E.

#### D. QUALITY ASSURANCE

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

Ishaq I. Chanda, P.E. Product Control Examiner NOA No. 18-0314.07

Expiration Date: December 24, 2023 Approval Date: August 09, 2018

#### Mr. Glass Doors & Windows, Inc.

#### NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

#### E. MATERIAL CERTIFICATIONS

- 1. Notice of Acceptance No. **17-0808.02** issued to Kuraray America, Inc. (former E.I. DuPont DeNemours & Co., Inc.) for the "Sentry Glass ® Interlayer", expiring on 07/4/23.
- 2. Notice of Acceptance No. **16-117.01** issued to **Kuraray America**, **Inc.** (Former E.I. DuPont DeNemours & Co., Inc. for the "Kuraray Trofosil Ultra clear and color PVB Interlayer (Former Kuraray **Butacite** ® **PVB interlayer**)", expiring on 07/08/19.

#### F. STATEMENTS

- 1. Statement letter of conformance to FBC 2017 (6<sup>th</sup> Edition) and letter of no financial interest, prepared by Al Farooq Corporation, dated 03/12/18, signed and sealed by Javad Ahmad, P.E.
- 2. Private labeling agreement between Mr. Glass Doors & Windows Inc. and ES Windows, LLC, dated 08/01/18, signed by Ulises Senaris (President) and Ms. Evelyn Daes (MGR) respectively.
- 3. Distribution agreement between ES Windows, LLC (distributor) and Energia Solar, S.A, (manufacturer, dated 08/01/18, signed by MS. Carla Garcia (MGR) and Ms. Evelyn Deas (MGR) respectively.

#### G. OTHER

- 1. This NOA revises & renews NOA #15-0826.32, expiring on DEC 24, 2024.
- 2. Test proposal dated 12/20/12 approved by Jaime D. Gascon, P.E.
- 3. Reference ES windows, LLC file # 18-0319.09

Ishaq I. Chanda, P.E. Product Control Examiner

NOA No. 18-0314.07 Expiration Date: December 24, 2023

Approval Date: August 09, 2018

DOORS CAN ALSO BE USED WITH MR. GLASS SERIES MG5000 OR SERIES 9500 STOREFRONT SYSTEMS UNDER SEPARATE NOA. DOOR MULLION ATTACHMENT, END LOAD AND CAPACITY TO BE REVIEWED BY BUILDING OFFICIAL. SEE SHEET 6 FOR DESIGN LOAD CAPACITY OF SINGLE DOORS WITHOUT TRANSOMS WITH HIGHER LOAD CAPACITY. SEE SHEET 5 FOR DESIGN LOAD CAPACITY OF SINGLE AND DOUBLE DOORS WITHOUT TRANSOMS WITH ADDITIONAL OPTIONS. SEE SHEETS 3 & 4 FOR DESIGN LOAD CAPACITY OF DOUBLE DOORS WITH OR WITHOUT TRANSOMS. SEE SHEET 2 FOR DESIGN LOAD CAPACITY OF SINGLE DOORS WITH OR WITHOUT TRANSOMS. ALUMINUM OUTSWING ENTRANCE DOOR

DOUBLE DOORS WITH STANDARD, SADDLE AND HIGH THRESHOLD AND SINGLE DOORS WITH STANDARD AND SADDLE THRESHOLD ARE NOT APPROVED FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS REQUIRED. SINGLE DOORS USING ES-9026 (HIGH THRESHOLD OPTION) ARE APPROVED FOR WATER INFILTRATION RESISTANCE. SEE SHEETS 8 & 18 FOR DETAILS.

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE 2017 (6TH EDITION) FLORIDA BUILDING CODE

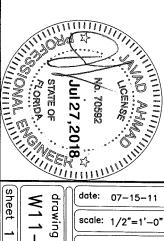
1BY OR 2BY WOOD BUCKS & BUCK FASTENERS BY OTHERS, MUST BE DESIGNED AND INSTALLED ADEQUATELY TO TRANSFER APPLIED PRODUCT LOADS TO THE BUILDING STRUCTURE. NCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ).

ANCHORS SHALL BE CORROSION RESISTANT, SPACED AS SHOWN ON DETAILS AND INSTALLED PER MANUF'S INSTRUCTIONS. SPECIFIED EMBEDMENT TO BASE MATERIAL SHALL BE BEYOND WALL DRESSING OR STUCCO.

MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS, THAT COME INTO CONTACT WITH OTHER DISSIMILAR MATERIALS SHALL MEET THE REQUIREMENTS OF THE 2017 FLORIDA BLDG. CODE & ADOPTED STANDARDS. ALL SHIMS TO BE HIGH IMPACT, NON-METALLIC AND NON-COMPRESSIBLE. A LOAD DURATION INCREASE IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.

THIS PRODUCT APPROVAL IS GENERIC AND DOES NOT PROVIDE INFORMATION FOR A SITE SPECIFIC PROJECT, i.e. LIFE SAFETY OF THIS PRODUCT, ADEQUACY OF STRUCTURE RECEIVING THIS PRODUCT AND SEALING AROUND OPENING FOR WATER INFILTRATION RESISTANCE ETC.
CONDITIONS NOT SHOWN IN THIS DRAWING ARE TO BE ANALYZED SEPARATELY, AND TO BE REVIEWED BY BUILDING OFFICIAL.

to complying with the FI Austriance No. 18-03 MODUCT REVISES S 282



heet

of 18

40

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(revisions no date scale: 1/2"=1'-0' A 03.29.12 B 03.16.16 dr. by: TARIQ C 04.04.18 D 07.27.18 chk. by:

by description UPDATED TO 2010 FBC UPDATED TO 2014 FBC GENERAL REV. REV. PER RER COMMENTS

MR. GLASS DOORS & WINDOWS INC. 8120 N.W. 84 STREET MEDLEY, FL. 33166 TEL. (305) 470-8284 FAX. (305) 470-8285

AL-FAROOQ CORPORATION

**ENGINEERS & PRODUCT DEVELOPMENT** 9360 SUNSET DRIVE, SUITE 220 MIAMI, FLORIDA 33173 (C.A.N. 3538)TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\W11-40MG

a

GLASS D.L.O. DIMS.

D.L.O. D.L.0. D.L.0. HEIGHT (DOOR) = FRAME HEIGHT (DOOR) = FRAME HEIGHT (DOOR) = FRAME WIDTH (DOOR) = FRAME HEIGHT -WIDTH 14.0625" 15.250" 15.625" 15.750" (HIGH (SADDLE THRESHOLD) (STD. THRESHOLD)

D.L.O. HEIGHT (TRANSOM) = FRA

WIDTH (TRANSOM) = FRAM ME HEIGHT — 5.125" 1E WIDTH — 7"

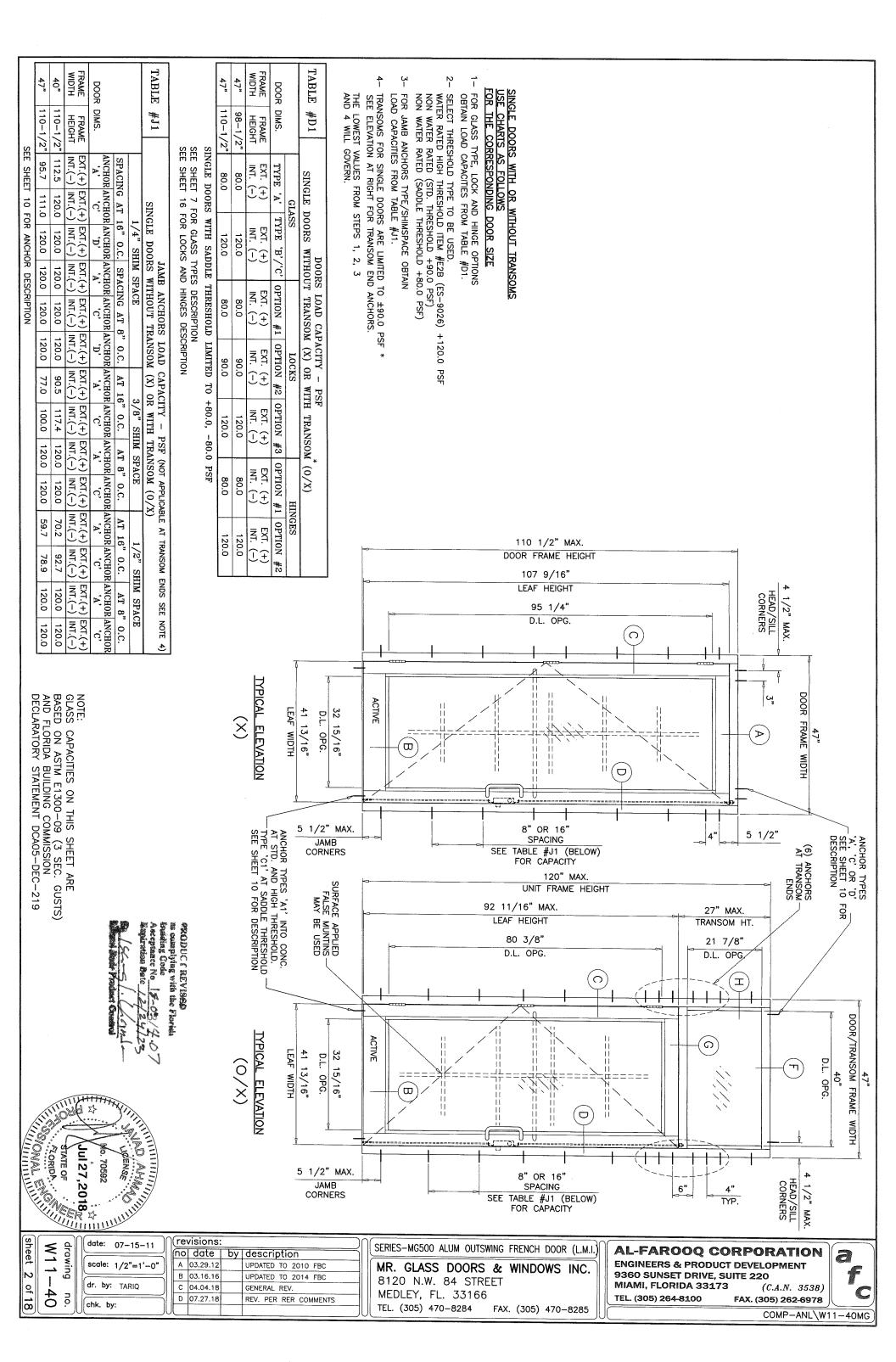
\_EAF HEIGHT = FRAME HEIGHT -HEIGHT = FRAME HEIGHT 2.938" 2.563" 2.438"

\_EAF WIDTH = FRAME WIDTH -\_EAF HEIGHT = FRAME HEIGHT -' (STD. THRESHOLD)
' (SADDLE THRESHOLD)
' (HIGH THRESHOLD)

THESE DOORS ARE RATED FOR SHUTTERS ARE NOT REQUIRED. LARGE ጵ SMALL MISSILE

IMPACT.

SERIES-MG500 ALUM OUTSWING FRENCH DOOR (L.M.I.)



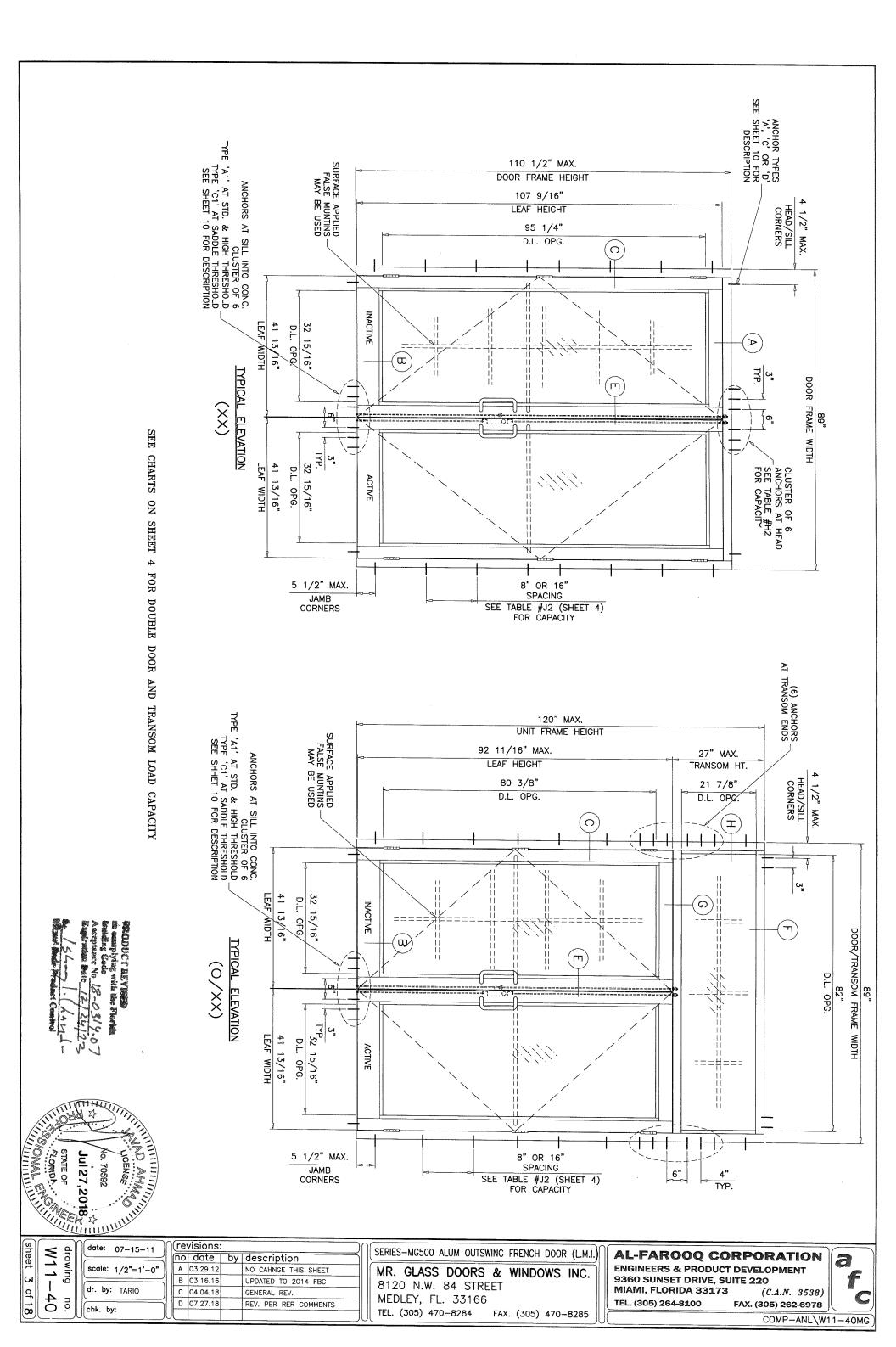


TABLE TABLE FRAME WIDTH 2- SELECT THRESHOLD TYPE TO BE USED. NON WATER RATED FOR DOUBLE DOORS (STANDARD, SADDLE OR HIGH THRESHOLD) 4 Ÿ 1- FOR GLASS TYPE, LOCK AND HINGE OPTIONS OBTAIN LOAD CAPACITIES FROM TABLE #D2. 89, DOOR DIMS. FOR JAMB ANCHORS TYPE/SHIMSPACE OBTAIN LOAD CAPACITIES FROM TABLE #J2.
SEE ELEVATION ON SHEET 3 FOR TRANSOM END ANCHORS. (MIN. 6 ANCHORS REQD. IN ALL CASES) FOR THE CORRESPONDING DOOR SIZE DOUBLE DOORS WITH OR WITHOUT TRANSOMS USE CHARTS AS FOLLOWS FOR HEAD ANCHORS, TYPE/SHIMSPACE OBTAIN LOAD CAPACITIES FROM TABLE #H2. THE LOWEST VALUES FROM STEPS 1, 2, 3 AND 4 WILL GOVERN. #J2 110-1/2" 98-1/2" FRAME HEIGHT SEE SHEET 7 FOR GLASS TYPES DESCRIPTION
SEE SHEET 16 FOR LOCKS AND HINGES DESCRIPTION EXT. (+) INT. (-) TYPE 'A' | TYPE 'B'/'C' 80.0 80.0 GLASS EXT. (+) 80.0 90.0

DOORS LOAD CAPACITY - PSF
DOUBLE DOOR WITHOUT TRANSOM (XX) OR WITH TRANSOM OPTION #1 OPTION #2 OPTION #3 EXT. (+) INT. (-) 80.0 80.0 N. (+) 80.0 90.0 LOCKS EXT. (+) INT. (-) 90.0 80.0 OPTION #1 OPTION #2 (xx/0)NT. (+) 80.0 80.0 HINGES

NT. (+) 90.0 90.0

DOUBLE DOORS WITH SADDLE THRESHOLD LIMITED TO +80.0, -80.0 PSF

DOOR DIMS. 110-1/2" 110-1/2" FRAME HEIGHT SEE SHEET 10 FOR ANCHOR DESCRIPTION EXT.(+) | EXT.(+) | EXT.(+) | EXT.(+) | EXT.(+) | EXT.(+) | INT.(-) | INT.(-ANCHOR ANCHOR AN 90.0 90.0 SPACING AT 16" O.C. SPACING AT 8" O.C. 88.7 90.0 JAMB ANCHORS LOAD DOUBLE DOORS WITHOUT TRANSOM 1/4" SHIM SPACE 90.0 90.0 90.0 90.0 90.0 90.0 90.0 EXT.(+) EXT.(+) EXT.(+) EXT.(+) INT.(-) INT.(-) INT.(-) CAPACITY — PSF (NOT APPLICABLE AT TRANSOM ENDS SEE NOTE 3) (XX) OR WITH TRANSOM (0/XX)AT 16" 0.C. 81.3 90.0 3/8" SHIM SPACE 88.7 90.0 AT 8" O.C. 90.0 90.0 90.0 90.0 EXT.(+) EXT.(+) EXT.(+) INT.(-) INT.(-) 63.1 74.9 AT 16" O.C. 1/2" SHIM SPACE 83.3 90.0 90.0 90.0 AT 8" O.C.

EXT.(+)

90.0 90.0 FRAME WIDTH

75\*

TABLE #H2 DOUBLE DOOR WITHOUT TRANSOM (XX) OR WITH TRANSOM (0/XX) 3/8" SHIM SPACE 1/2" SHIM SPACE

FRAME WIDTH

FRAME HEIGHT

EXT. (+) EXT. (+) INT. (-)

EXT. (+) EXT. (+) INT. (-)

N. (+)

EXT. (+)

DOOR DIMS.

ANCHOR ANCHOR ANCHOR TYPE 'A' TYPE 'C' TYPE 'D'

ANCHOR ANCHOR ANCHOR TYPE 'A' TYPE 'C'

1/4" SHIM SPACE

75"

98-1/2"

89"

75"

110-1/2"

90.0

90.0 90.0

90.0 90.0

79.2 83.8

> 90.0 90.0

61.5 65.1

> 81.2 90.0

85.9

73.0

90.0

90.0

SILL ANCHORS DESIGN LOAD CAPACITY ALL SIZES

II

##

90.0 PSF 80.0 PSF

(STD. & HIGH THRESHOLDS)
(SADDLE THRESHOLD)

SEE SHEET 10 FOR ANCHOR DESCRIPTION

90.0

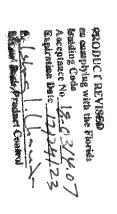
90.0 90.0 90.0 90.0

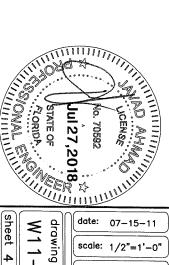
70.6

90.0 90.0

54.8

NOTE:
GLASS CAPACITIES ON THIS SHEET ARE
BASED ON ASTM E1300-09 (3 SEC. GUSTS)
AND FLORIDA BUILDING COMMISSION
DECLARATORY STATEMENT DCA05-DEC-219





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| - | 1         | drawing | scale: 1/2"=1'-0 |
|   | 14        |         | dr. by: TARIQ    |
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|   | В      | 03.16.16 |    | UPDATED TO 2014 FBC   |
|   | С      | 04.04.18 |    | GENERAL REV.          |
|   | D      | 07.27.18 |    | REV. PER RER COMMENTS |
| J | $\Box$ |          |    |                       |

SERIES-MG500 ALUM OUTSWING FRENCH DOOR (L.M.I.

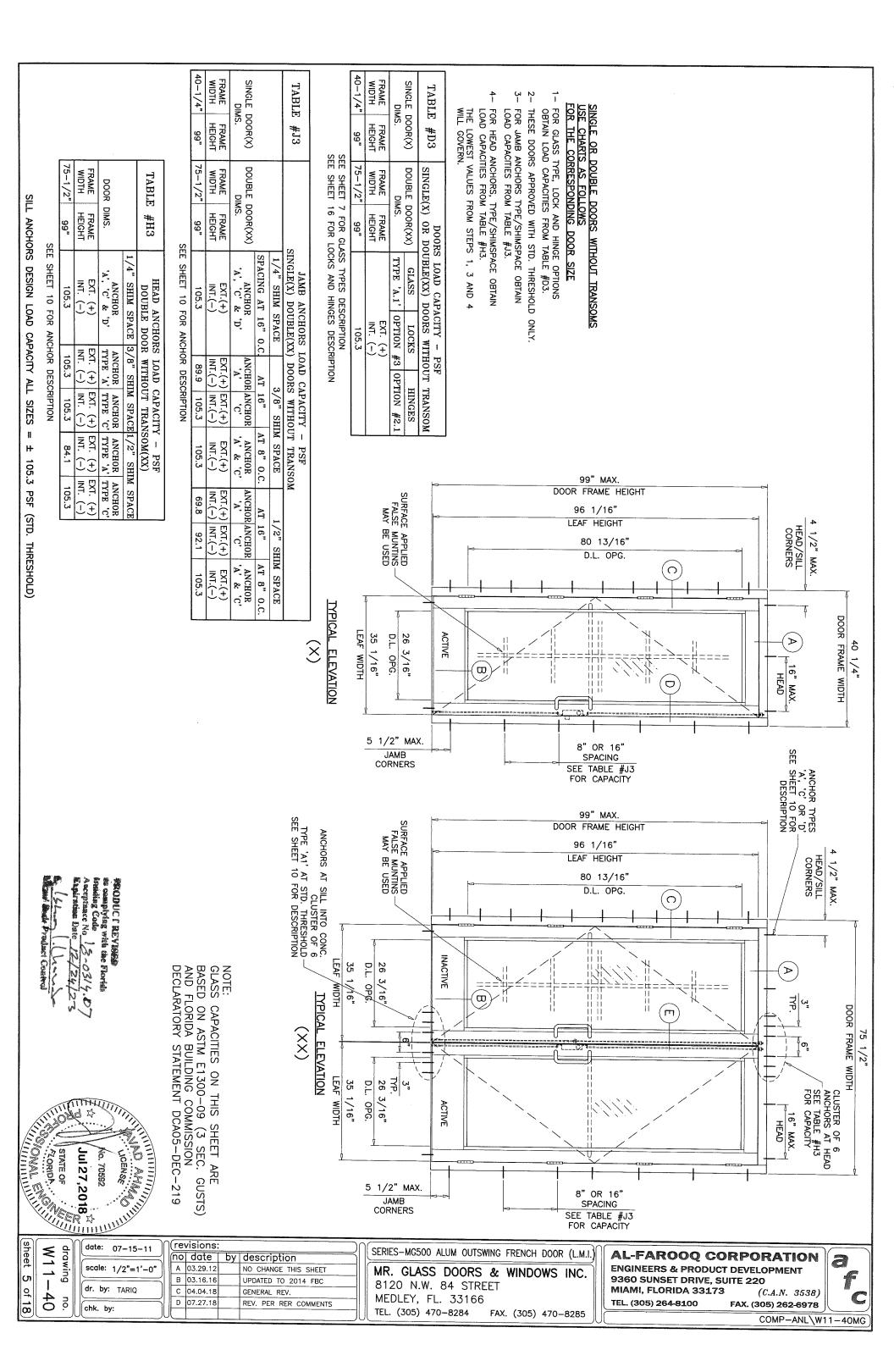
MR. GLASS DOORS & WINDOWS INC. 8120 N.W. 84 STREET MEDLEY, FL. 33166 TEL. (305) 470-8284 FAX. (305) 470-8285

**AL-FAROOQ CORPORATION** 

**ENGINEERS & PRODUCT DEVELOPMENT** 9360 SUNSET DRIVE, SUITE 220 MIAMI, FLORIDA 33173 (C.A.N. 3538)TEL. (305) 264-8100

FAX. (305) 262-6978 COMP-ANL\W11-40MG

8



FRAME SINGLE DOOR(X)
DIMS. TABLE 2- THESE DOORS APPROVED WITH STD. THRESHOLD ONLY. 1- FOR GLASS TYPE, LOCK AND HINGE OPTIONS OBTAIN LOAD CAPACITIES FROM TABLES #D4. SINGLE DOORS WITHOUT TRANSOMS
USE CHARTS AS FOLLOWS
FOR THE CORRESPONDING DOOR SIZE FOR JAMB ANCHORS TYPE/SHIMSPACE OBTAIN LOAD CAPACITIES FROM TABLE #J4. THE LOWEST VALUES FROM STEPS 1 AND 3 WILL GOVERN. #D4 EXT.(+) | INT.(-) TYPE 'B.1' DOORS SINGLE(X) GLASS LOCKS

OPTION #3

40" FRAME HEIGHT 96\* 120.0 | 130.0 EXT.(+) | INT.(-) 120.0 130.0 120.0

LOAD CAPACITY - PSF DOORS WITHOUT TRANSOM OPTION #2 HINGES

SEE SHEET 7 FOR GLASS TYPES DESCRIPTION SEE SHEET 16 FOR LOCKS AND HINGES DESCRIPTION EXT.(+) | INT.(-) 130.0

TABLE

SINGLE DOOR(X)
DIMS. FRAME HEIGHT #J4 ANCHOR ANCHOR ANCHOR INT.(-) INT.(-) INT.(-) 1/4" SHIM SPACE SPACING AT 8" O.C. JAMB ANCHORS LOAD CAPACITY - PSF SINGLE(X) DOORS WITHOUT TRANSOM ANCHOR 'A', 'C' & 'D' EXT.(+) EXT.(+) EXT.(+) INT.(-) ANCHOR ANCHOR ANCHOR AT 16" 3/8" SHIM SPACE AT 8" O.C. EXT.(+) ANCHOR ANCHOR ANCHOR EXT.(+) EXT.(+) EXT.(+) EXT.(+) INT.(-) INT.(-) INT.(-) AT 16" 1/2" SHIM SPACE AT 8" 0.C.

FRAME

**6** 

96

112.5 | 130.0 | 130.0

130.0

90.5

117.5

130.0

70.2

92.7

130.0

130.0

SEE SHEET 10 FOR ANCHOR DESCRIPTION

SILL ANCHORS DESIGN LOAD CAPACITY = ± 130.0 PSF (STD. THRESHOLD)

96" MAX. SURFACE APPLIED FALSE MUNTINS-MAY BE USED DOOR FRAME HEIGHT 93 1/16" LEAF HEIGHT 80 3/4" D.L. OPG.  $(\cap)$ TYPICAL ELEVATION 34 13/16" LEAF WIDTH 25 15/16" D.L. OPG. ACTIVE (B)  $\Box$ 5 1/2" MAX. 8" OR 16" SPACING SEE TABLE #J4 FOR CAPACITY JAMB CORNERS

DOORS WITH SERIES-9500 FRAMES ONLY.

NOTE:
GLASS CAPACITIES ON THIS SHEET ARE
GLASS CAPACITIES ON THIS SHEET ARE
BASED ON ASTM E1300-09 (3 SEC. GUSTS)
AND FLORIDA BUILDING COMMISSION
DECLARATORY STATEMENT DCAO5-DEC-219

STATE OF STA

sheet 6 of 18

drawing

no.

W11 - 40

Expiration Date

A STATE OF THE STA

Anceptance No 15-0314-0 Taking Code MODUCT HEVILLEN

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|   |                   | ĺ         | 0  | date     | by | description           | = |
|   | scale: 1/2"=1'-0" | L         | Α  | 03.29.12 |    | NO CHANGE THIS SHEET  | _ |
|   |                   | L         | В  | 03.16.16 |    | UPDATED TO 2014 FBC   | _ |
|   | dr. by: TARIQ     |           | С  | 04.04.18 |    | GENERAL REV.          | _ |
|   | chk by:           |           | D  | 07.27.18 |    | REV. PER RER COMMENTS | _ |
|   |                   |           |    |          |    |                       |   |

SERIES-MG500 ALUM OUTSWING FRENCH DOOR (L.M.I.)

MR. GLASS DOORS & WINDOWS INC. 8120 N.W. 84 STREET MEDLEY, FL. 33166 TEL. (305) 470-8284 FAX. (305) 470-8285 **AL-FAROOQ CORPORATION ENGINEERS & PRODUCT DEVELOPMENT** 9360 SUNSET DRIVE, SUITE 220 MIAMI, FLORIDA 33173

TEL. (305) 264-8100

FAX. (305) 262-6978 COMP-ANL\W11-40MG

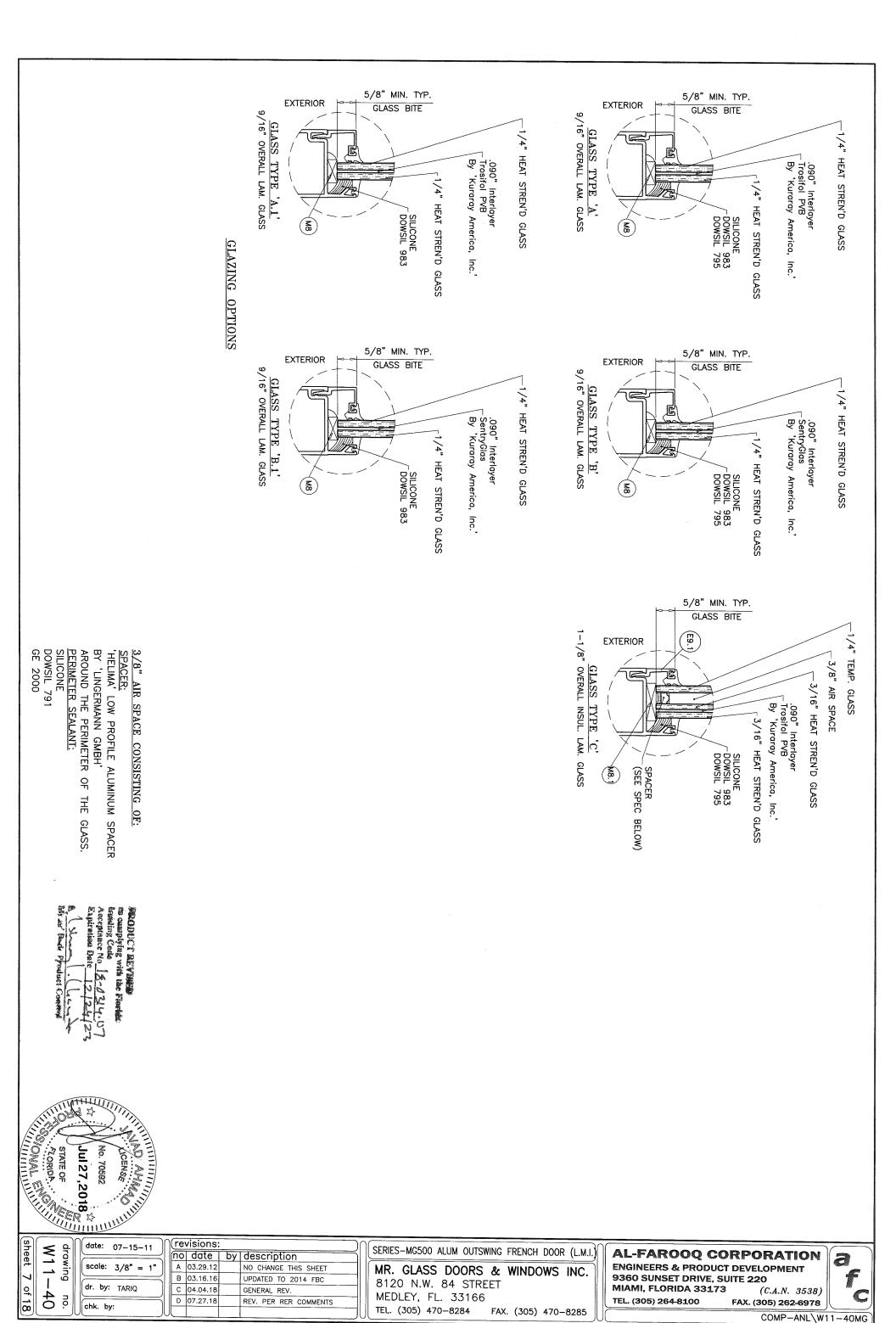
(C.A.N. 3538)

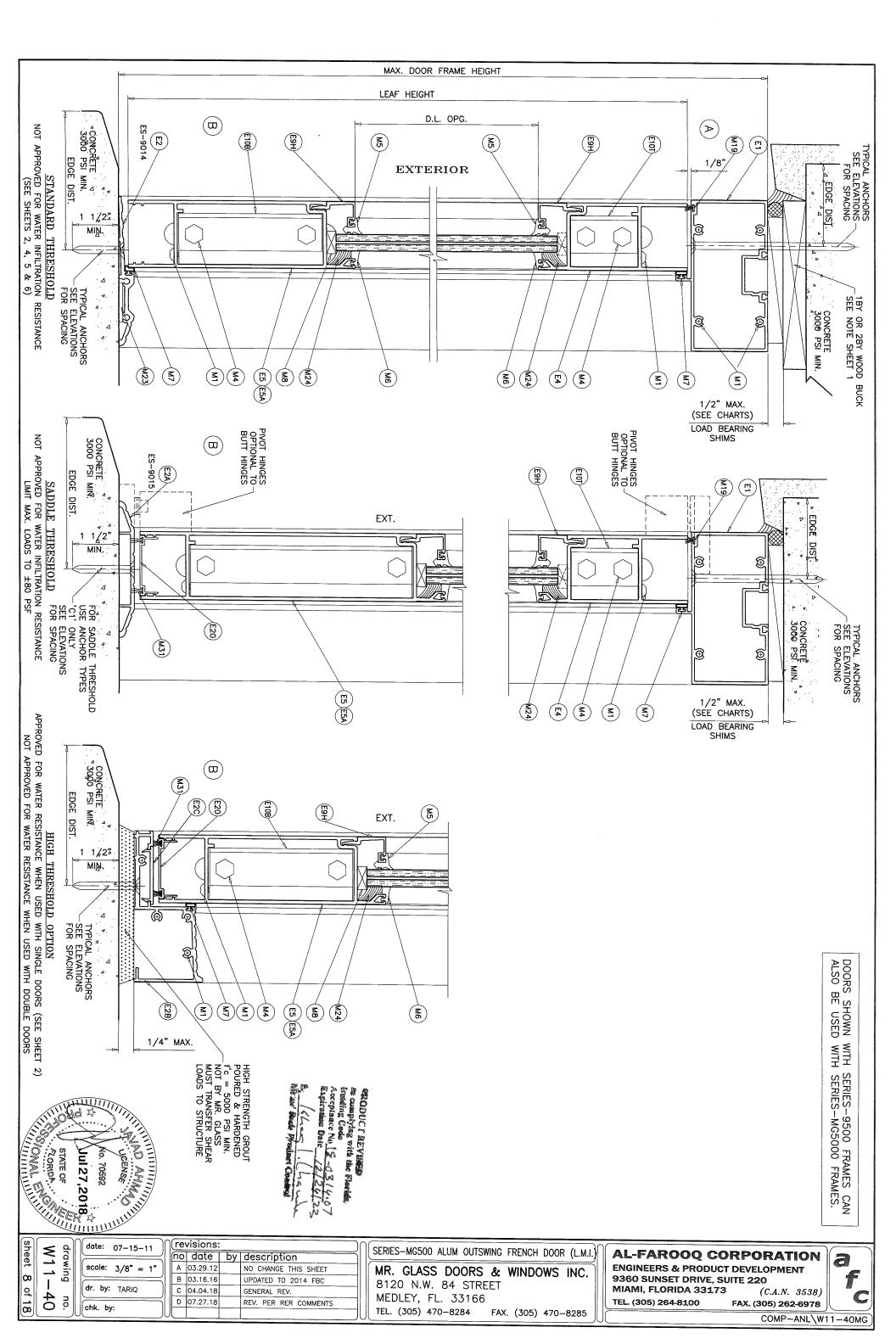
ANCHOR TYPES
'A', 'C' OR 'D'
SEE SHEET 10 FOR
DESCRIPTION

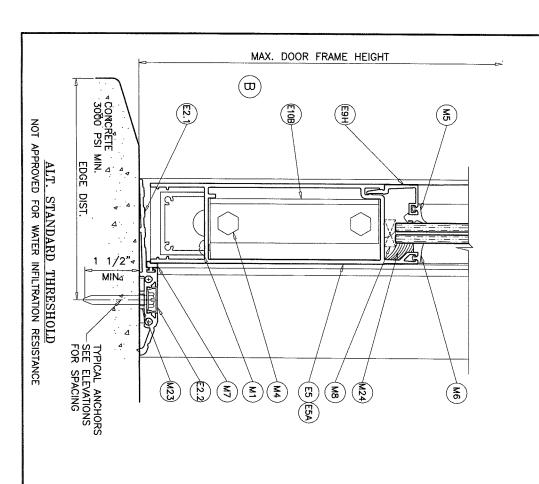
16" MAX.

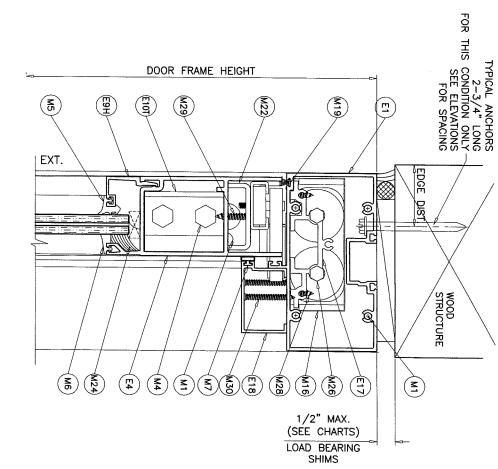
4 1/2" MAX. HEAD/SILL CORNERS

40" DOOR FRAME WIDTH









CONCRETE
SEE ELEMATIONS
SOOO PSI MIN.
SERGE SERVATIONS
FOR SPACING
SERIES—MG5000 FRAME HEIGHT

ALTERNATE

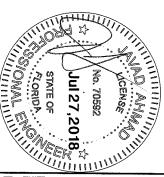
DOOR HEAD
DOOR HEAD
SERIES—MG5000 FRAME OPTION

SERIES—MG5000 FRAME HEIGHT

ALTERNATE

FOR SPACING
(SEE CHARTS)
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DOOR CLOSERS OPTIONAL



sheet 9 of 18

drawing

no.

W11 - 40

PRODUCT REVISED

as complying with the Florida.

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Acceptinace No. 12-0314.87

Expiration thate 12/24/23

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|   |                  |          | В   | 03.16.16 |    | UPDATED TO 2014 FBC                      |
|   | dr. by: TARIQ    |          | С   | 04.04.18 |    | GENERAL REV.                             |
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SERIES-MG500 ALUM OUTSWING FRENCH DOOR (L.M.I.)

MR. GLASS DOORS & WINDOWS INC. 8120 N.W. 84 STREET MEDLEY, FL. 33166 TEL. (305) 470-8284 FAX. (305) 470-8285

### AL-FAROOQ CORPORATION

ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\W11-40MG

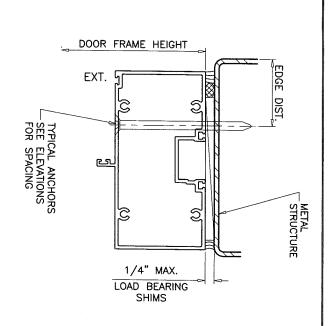


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AT SILL AT SILL AT HEAD OR JAMBS AT HEAD OR JAMBS AT HEAD OR JAMBS TYPE 'C1'-TYPE 'A1'-TYPE 'D'-TYPE 'C'-TYPE 'A'-WOOD AT HEAD OR JAMBS SG = 0.55 MIN. CONCRETE AT HEAD, SILL OR JAMBS f'c = 30 C-90 GROUT FILLED BLOCK AT JAMBS f'm = 5/16" X 2" ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI) DIRECTLY INTO CONCRETE (FOR SADDLE THRESHOLD) WITH 1-1/2" MIN. EMBED INTO CONCRETE DIRECTLY INTO CONCRETE (FOR STD. AND HIGH THRESHOLD) INTO CONCRETE = 3-1/8" MIN. WITH 1-1/2" MIN. EMBED INTO METAL STRUCTURE = 1/2" MIN. DIRECTLY INTO CONCRETE OR BLOCKS
2" MIN. EMBED INTO CONCRETE (HEAD/JAMBS)
2" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS) INTO CONCRETE = 2-1/2" MIN. 1/4" TEKS OR SELF DRILLING SCREWS (GRADE 5 CRS) DIRECTLY INTO CONCRETE OR BLOCKS
2" MIN. EMBED INTO CONCRETE (HEAD/JAMBS)
2" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS) ANCHOR EDGE DISTANCES 1/4" X 1-3/4" ULTRACON BY 'ELCO' (3) THREADS MIN. PENETRATION BEYOND SUBSTRATE ALUMINUM: 1/8" THK. MIN. (6063-T5 MIN.) 5/16" ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI) 1/4" ULTRACON BY 'ELCO' (Fu=177 KSI, Fy=155 KSI) ANCHOR EDGE DISTANCES ANCHOR EDGE DISTANCES (STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR PAINTED) STEEL: 1/8" THK. MIN. (Fy = 36 KSI MIN.) INTO METAL STRUCTURES (HEAD/JAMBS) INTO CONCRETE AND BLOCKS = 3-1/8" MIN. INTO WOOD STRUCTURE = 1-1/4" MIN. ANCHOR EDGE DISTANCES THRU 1BY OR 2BY WOOD BUCKS INTO CONCRETE OR BLOCKS 1-1/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS) 1-1/4" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS) THRU 1BY OR 2BY WOOD BUCKS INTO CONCRETE OR BLOCKS 1-1/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS) 1-1/4" MIN. EMBED INTO GROUT FILLED BLOCKS (JAMBS) INTO MIAMI-DADE COUNTY APPROVED MULLIONS INTO CONCRETE AND BLOCKS INTO WOOD STRUCTURE = 1" ANCHOR EDGE DISTANCES TYPICAL ANCHORS: INTO CONCRETE SEE ELEV. FOR SPACING MIN. 2-2-1/2" (Fu=177 3000 PSI MIN. 2000 PSI MIN. KSI, Fy=155 KSI)



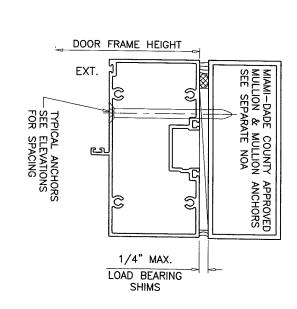
MUST SUPPORT LOADS IMPOSED BY GLAZING SYSTEM AND TRANSFER THEM TO THE BUILDING STRUCTURE.

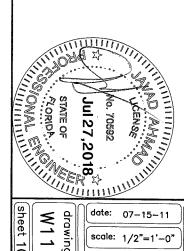
OR 2X WOOD BUCKS AND METAL STRUCTURES NOT

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GLASS





sheet 10 of 18

W11-

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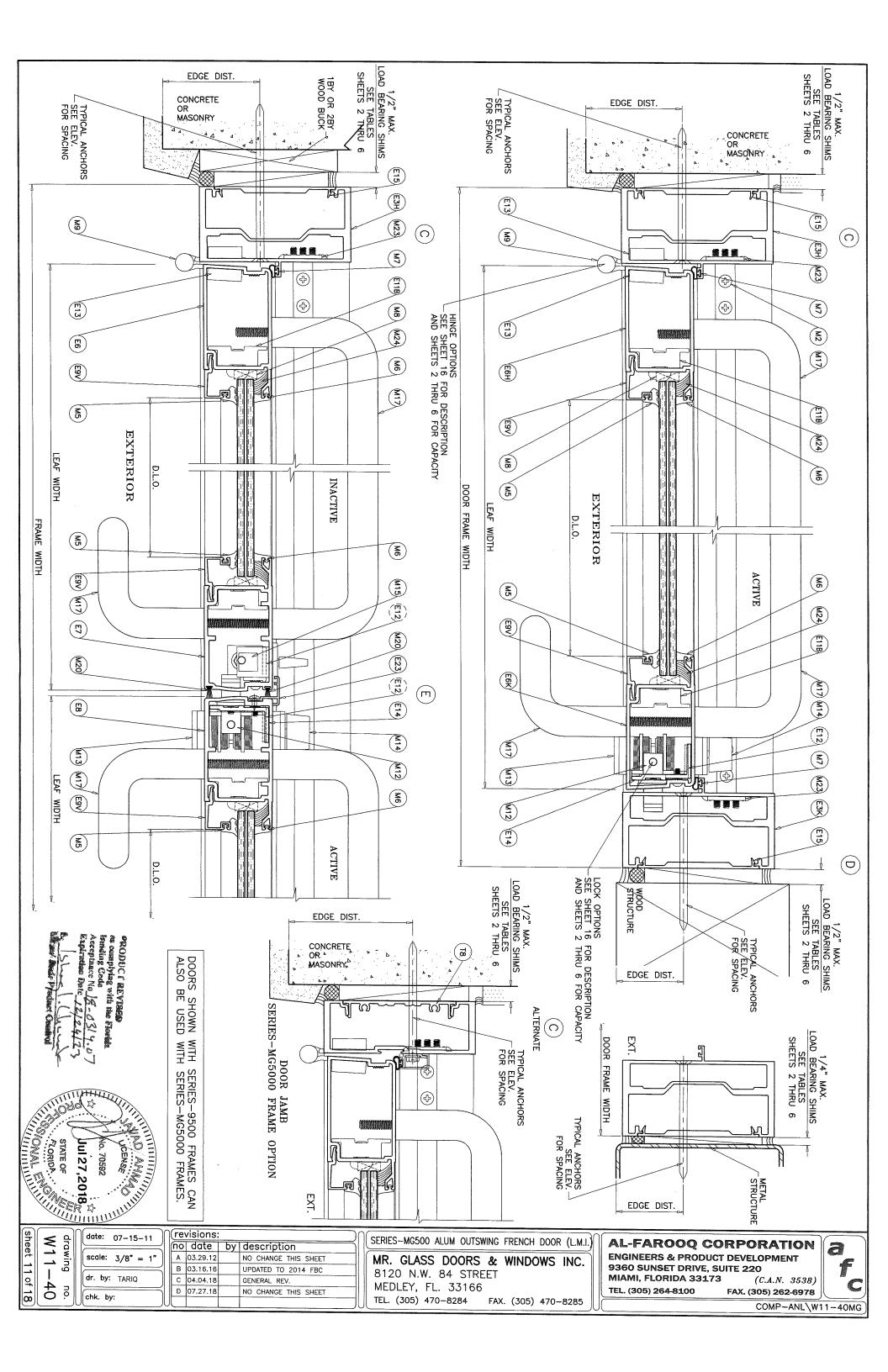
SERIES-MG500 ALUM OUTSWING FRENCH DOOR (L.M.I.

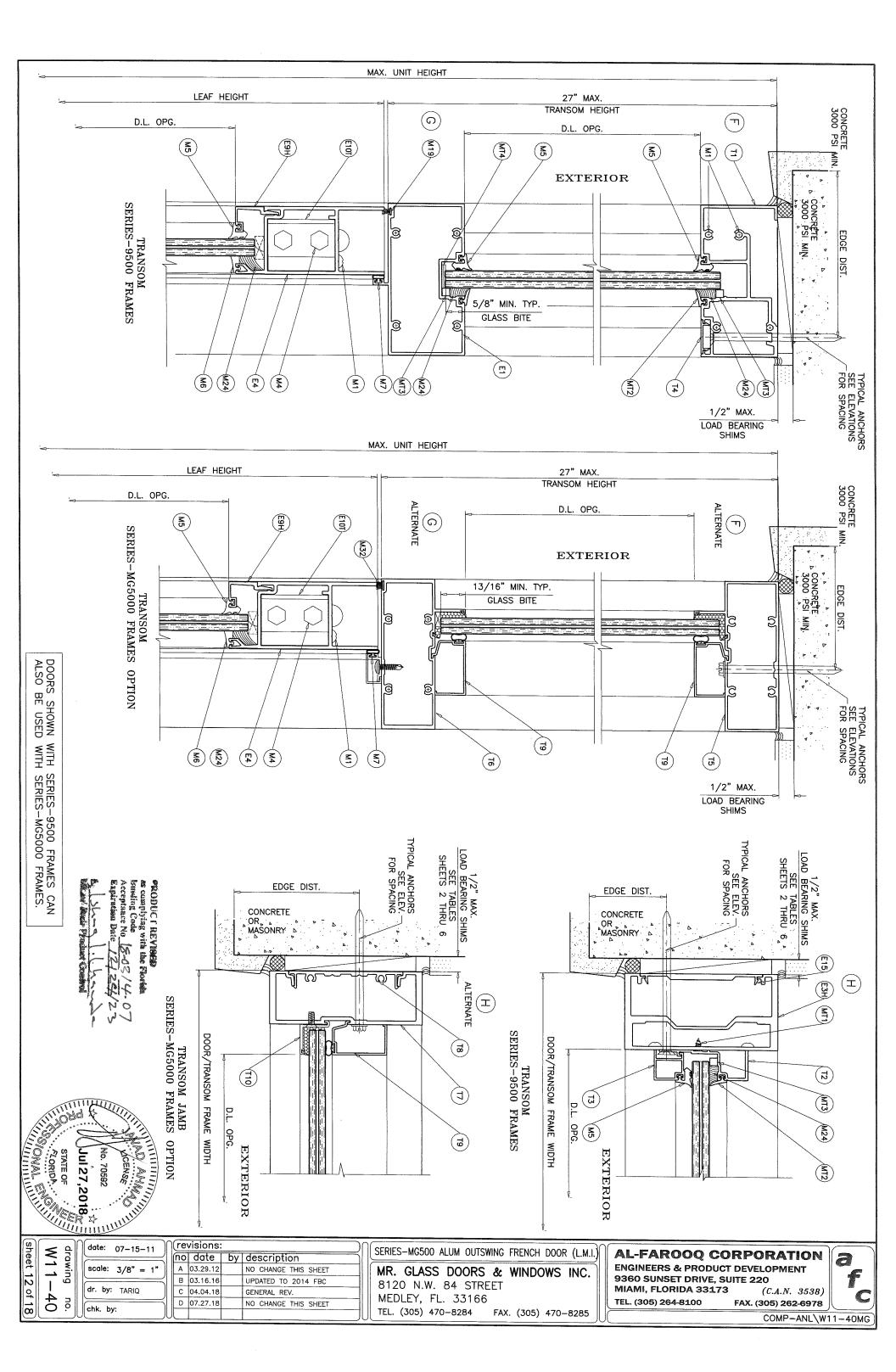
MR. GLASS DOORS & WINDOWS INC. 8120 N.W. 84 STREET MEDLEY, FL. 33166 TEL. (305) 470-8284 FAX. (305) 470-8285 **AL-FAROOQ CORPORATION** 

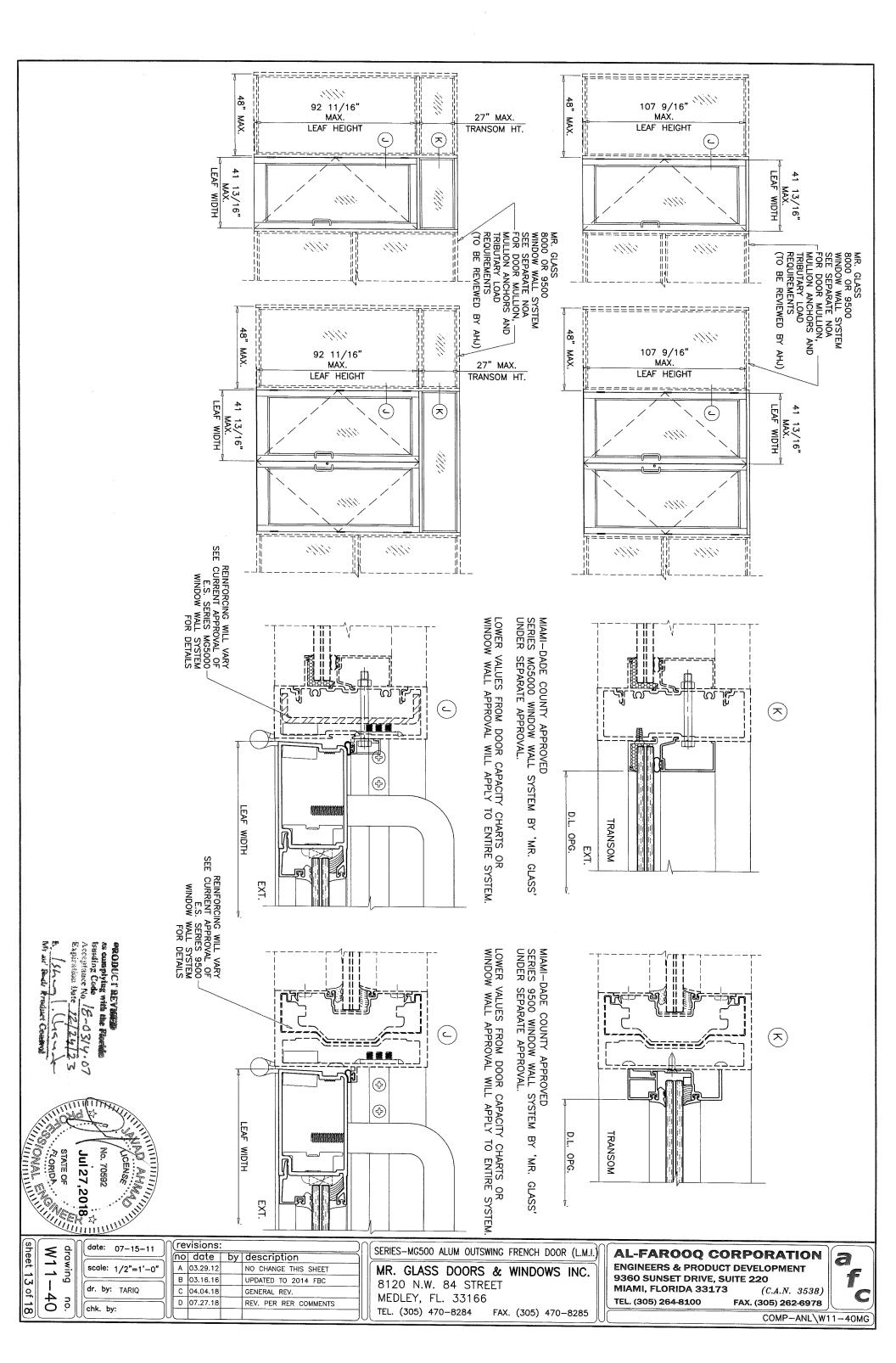
**ENGINEERS & PRODUCT DEVELOPMENT** 9360 SUNSET DRIVE, SUITE 220 MIAMI, FLORIDA 33173 (C.A.N. 3538) TEL. (305) 264-8100

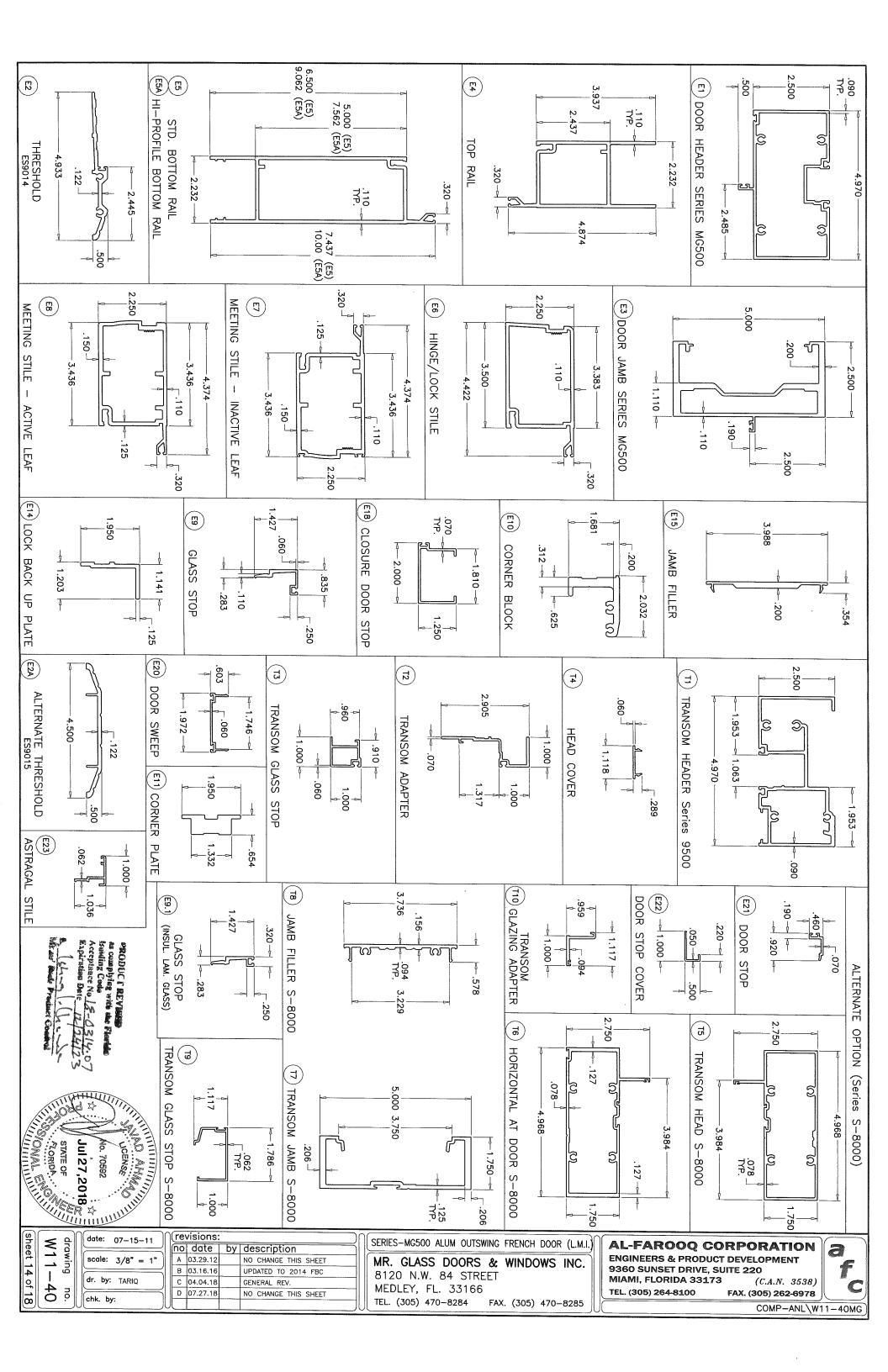
FAX. (305) 262-6978 COMP-ANL\W11-40MG

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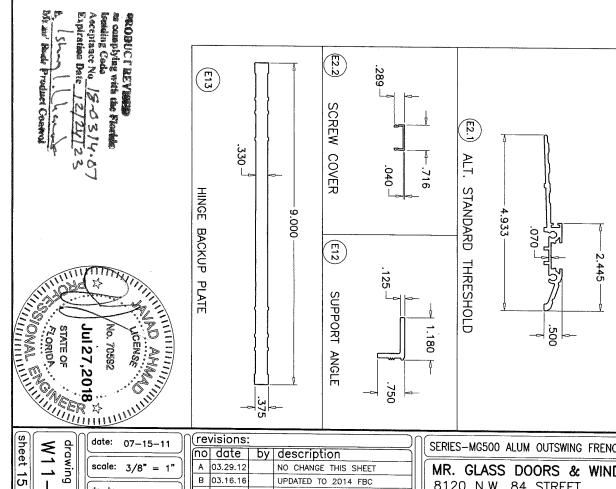








| The second of th | E00       | - HEADE                                 |            | W13275NK      | 3        |
|--|-----------|---|------------|---------------|----------|
|  |           | - DOOR SWEEP                            | AS ROD.    | W1.3351NK     | M31      |
|  | रा राहा   | #10 x 1 1/2" FH ST/ST SWS AT 23" OC     | AS BOD     | 1 1           | 6ZW      |
|  | 1         | *                                       | a/ CLOSER  | 1             | W.20     |
|  | ı   1     | #:0 × - T.H. 01/01 0M3                  | S/ CLUSER  | ı             | M2/      |
|  |           | 1/4 - 2U ×                              | 2/ CLUSER  | ı             | M26      |
| 1  | 1         | SILICONE                                | ير. ا      | 1             | M25      |
|  | I         | SIRUCIURAL SILICUNE                     | AS RQD.    | 1             | M24      |
|  | 1         | HRESHOLD CLIF                           | 2          | ı             | M23      |
|  | ı         | CHANNEL SPACER 5/8" X 1-7/8"            | 1/ CLOSER  | ı             | M22      |
|  | WOOL      | :                                       | AS RQD.    | W23451NK      | M20      |
|  | WOOL      | WSIRE                                   |            | W13273NK      | M19      |
|  | 5 1       | H - PULL                                |            |               | M17      |
|  | ı         | 2                                       | 1/ LEAF    | ı             | M16      |
|  | 1         | 2 POINT LOCK                            | -          | 1             | M15      |
|  | 1         | THUMBTURN                               |            | ı             | M14      |
|  | ı         | KEY CYLINDER                            |            | 1             | M13      |
|  | 1         | 3 POINT LOCK                            |            |               | M12      |
|  | ALUMINUM  | OFFSET PIVOT HINGE                      | AS RQD.    | ı             | M9A      |
|  | 1         | HINGE 4 1/2 × 4                         |            | ı             | S.       |
| 6  |           | Cam. (CCC) 71 1/1                       | AS BOD     | E3-9000-002A  | 5 3      |
| 80±5 SHORF   | -         | (INSIII IAM GIASS)                      | AS REOD    | ES-GOOD-BOOA  | 2 2      |
| R RO+5 SHORE A   | FDOM      | BLOCKS (LAM CLASS) AT 1                 | AS DEOD    | ES -0000 -B01 | XO S     |
|  | ] [       | BILL B VINY BASE-POLYPROPHENE BUILB-TPF | AS ROD     | ES-9000-603   | ¥7       |
|  | FPDM:     | SPACER GASKET                           | AS ROD     | ES-9000-602   | 5 3      |
| DIROWETER 70+5 SHORE A   | FDDM      | CASKEL                                  | AS BOD     | ES _0000 _001 | 5 3<br>7 |
| 10 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)   |           | 3/8" - 16 × 1" HEY ROLT                 | <b>5</b> 6 | 1             | 3        |
| 1  | 1         | 30 v 1/0" DH                            | 10 100     |               | 7.14     |
| The second secon | 1         | × - F.D. 373                            | 200        | <b> </b>      | 5 3      |
| mini #0 × 1/4 5m5 71 14  | 1 0       | #12 : 1" BH ST/ST SWS                   | 20 1       | E3-9000       |          |
| SECURED WITH #8 X 1/2" SMS AT 12" O.C.   | 6063-T5   | ASTRACAL STILE                          | ]          | ES-9050       | 27       |
|  | ı         | DOOR STOR COVER                         | ı   !      | ES-9051       | 3 2      |
|  | 1 1       | DOOR STOR                               | 1          | ES 9000       | 200      |
|  | 01-0000   | CLOSE                                   | 1/ CLUSER  | ES-9023       | E19      |
|  | 6063-15   | CLOSER DOOR                             |            |               | E18      |
| 1  | 6063-75   | +-                                      | 1/ CLOSER  | ES-9021       | E17      |
| 1  | 6063-T6   | REINFORCEMENT                           | AS RQD.    | ES-9017       | E16      |
|  | 6063-T6   | JAMB FILLER                             | AS RQD.    | ES-9016       | E15      |
| PH MACHINE SCREWS  | ST. STEEL | LOCK PLATE FASTENERS                    | 3/ PLATE   | 8-32 X 1/2"   | E14A     |
| 10" LONG   | 6063-15   | LOCK BACKUP PLATE REINFORCEMENT         | _          | ES-9020       | E14      |
| FH MACHINE SCREWS  | ST. STEEL | HINGE BACKUP PLATE FASTENERS            | 4/ PLATE   | 12-24 X 1/2"  | E13A     |
| 1-1/4" X 9" X 3/8" THK.  | 6063-75   | HINGE BACKUP PLATE REINFORCEMENT        | AS RQD.    | ES-9011       | E13      |
| 1/8" ×   | 6063-15   | SUPPORT ANGLE                           | 4          | ES-9010       | E12      |
|  | 6063-T5   | CORNER PLATE - BOTTOM                   | 4          | ES-9009       | E11B     |
|  | 6063-T5   | CORNER PLATE - TOP                      | 4          | ES-9009       | E11T     |
| · ·  | 6063-T5   | CORNER BLOCK - BOTTOM                   | 4          | ES-9008       | E108     |
|  | 6063-T5   | CORNER BLOCK -TOP                       | 4          | ES-9008       | E10T     |
|  | 6063-T5   | GLASS STOP (INSUL. LAM. GLASS)          | 4          | ES-9029       | E9.1     |
|  | 6063-15   | VERTICAL GLASS STOP                     | 4          | ES-9004       | E9V      |
|  | 6063-T5   | HORIZONTAL GLASS STOP                   | 4          | ES-9004       | E9H      |
| -  | 6063-T5   | MEETING STILE - ACTIVE LEAF             | _          | ES-9007       | E8       |
| **   | 6063-T5   | MEETING STILE - INACTIVE LEAF           | 1          | ES9006        | E7       |
|  | 6063-T5   | HINGE/LOCK STILE                        | 2          | ES-9003       | E6H      |
|  | 6063-T6   |   | 2          | ES-9000-031   | E5A      |
| en e   | 6063-T6   | STD. BOTTOM RAIL                        | 2          | ES-9002       | E5       |
|  | 6063-T5   | TOP RAIL                                | 2          | ES-9001       | E4       |
|  | 6063-16   | DOOR JAMB - HINGE                       | 2          | ES-9013       | E3H      |
|  | 6063-75   | THRESHOLD COVER                         | _          | ES-9027       | E2C      |
| 1  | 6063T6    | HIGH THRESHOLD                          |            | ES-9026       | E28      |
|  | 6063-T6   | SADDLE THRESHOLD                        | _• ·       | ES-9015       | E2A      |
| 4  | 6063-T6   | SCREW COVER                             | -   -      | FS-6011       | <u> </u> |
|  | 6063-16   | ALT STANDARD THRESHOLD                  | • -        | ES-9000-30    | 3   5    |
| · m  | 6061-16   | DOOR HEADER                             | _          | ES-9012       | 3 🖽      |
|  |           |   |            |               |          |



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dr. by: TARIQ chk. by:

revisions: no date by description A 03.29.12 NO CHANGE THIS SHEET UPDATED TO 2014 FBC B 03.16.16 C 04.04.18 GENERAL REV. D 07.27.18 REV. PER RER COMMENTS

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COMP-ANL\W11-40MG

8

# OPTION #1: LIMIT MAX. LOADS ТО ±80.0 PSF

# ACTIVE & INACTIVE LEAF:

JACKSON PANIC SYSTEM' #1285 LOCATED AT 41" FROM SILL AT EACH LEAF. FASTENED WITH

CONCEALED VERTICAL ROD PANIC EXIT DEVICE  $\#14 \times 1"$  HH SELF DRILLING SCREW AT ONE END AND  $\#12-24 \times 1/2"$  OH MACHINE SCREWS AT OTHER END

ADAMS RITE' LOCATED AT

40" FROM SILL

AT EACH LEAF.
FASTENED WITH
(2) #10-32 X
(2) #10-24 X #10-24 X 1/2" #10-32 X 3/4" FH MACHINE SCREWS FH MACHINE SCREWS A A ONE END AND

> OPTION #2: LIMIT MAX. LOADS 70 +80.0, -90.0

JACKSON PANIC SYSTEM' #2086 LOCATED AT 41" FROM SILL AT EACH LEAF.

(1) #14 imes 1" hh SELF DRILLING SCREW AT ONE END AND (2) #12-24 imes 1/2" OH MACHINE SCREWS AT OTHER END AND

CONCEALED VERTICAL ROD PANIC EXIT DEVICE 'DOR-O-MATIC' LOCATED AT 40" FROM SILL FASTENED WITH
(2)  $\#12-24 \times 1/2$ " FH MACHINE 'DOR-O-MATIC' AT EACH LEAF.

SCREWS

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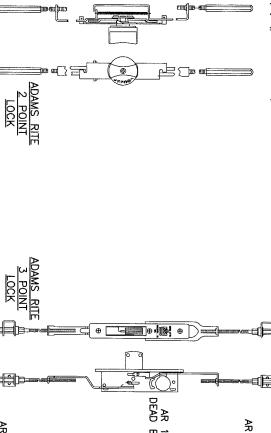
ONE END

PSF

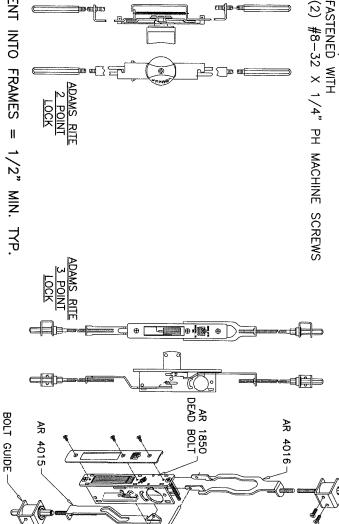
OPTION

'ADAMS RITE' WITH CONCEALED FLUSH BOLTS BOTTOM OF LOCK STILE AND A THUMB TURN KEY OPERATED THREE POINT LOCK SYSTEM 4 용곡 В

'ADAMS RITE' WITH CONCEALED FLUSH BOLTS BOTTOM OF LOCK STILE AND A THUMB TURN INTERIOR, LOCATED AT 40" FROM BOTTOM OF FASTENED WITH MANUALLY OPERATED TWO POINT LOCK SYSTE (2)  $\#12-24 \times 1/2$ " FH MACHINE SCREWS INTERIOR, LOCATED AT 40" FROM BOTTOM OF FASTENED WITH 땅



CONCEALED BOLTS ENGAGEMENT INTO FRAMES ₹ Ŗ 4016 401



# OPTION #1:

HINGES: (See

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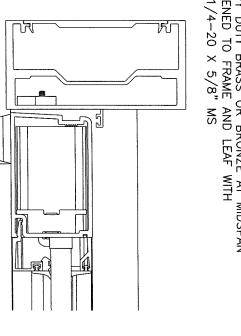
თ For

Load

Capacities)

PANIC EXIT DEVICE OPTION #1 OR #2

(3) AT FRAME HEAD HEAVY DUTY BRASS OR BRONZE AT MIDSPAN FASTENED TO FRAME AND LEAF WITH (4) 1/4-20 X 5/8" MS OFFSET PIVOT HINGES ALUMINUM AT TOP AND BOTTOM FASTENED TO FRAME AND THRESHOLD WITH #10-24 imes 1/2" FH THREAD CUTTING SCREWS (2) AT THRESHOLD, (2) AT JAMB



(Ng)

EXTERIOR

(**&**)

EXTERIOR

A

# **OPTION**

11" FROM TOP & BOTTOM AND AT MIDSPAN FASTENED TO DOOR FRAME AND LEAF STILE WITH (4) #12-24 X 1/2" FH MACHINE SCREWS PER HASP  $4 \times 4-3/4$ " ST. LOCATED AT STEEL BALL BEARING BUTT HINGES

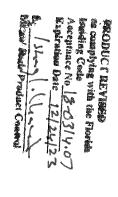
## OPTION #2.1:

 $4 \times 4-3/4$ " ST. STEEL BALL BEARING PER LEAF BUTT HING

ξES

(1) AT 9-5/8" FROM TOP TO CL OF HINGE
(1) AT 10-5/16" FROM BOTTOM TO CL OF HINGE
(2) INTERMEDIATE HINGES EQUALLY SPACED FROM TOP AND BOTTOM HINGE
FASTENED TO DOOR FRAME AND LEAF STILE WITH

(4) #12-24 X 1/2" FH MACHINE SCREWS PER HASP





| VV.                | William III      |                |  |  |  |
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| drawing no. W11-40 | <u>a</u>         | date: 07-15-11 |  |  |  |
|                    | scale: 3/8" = 1" |                |  |  |  |
|                    | _                | dr. by: TARIQ  |  |  |  |
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sheet 16 of 18

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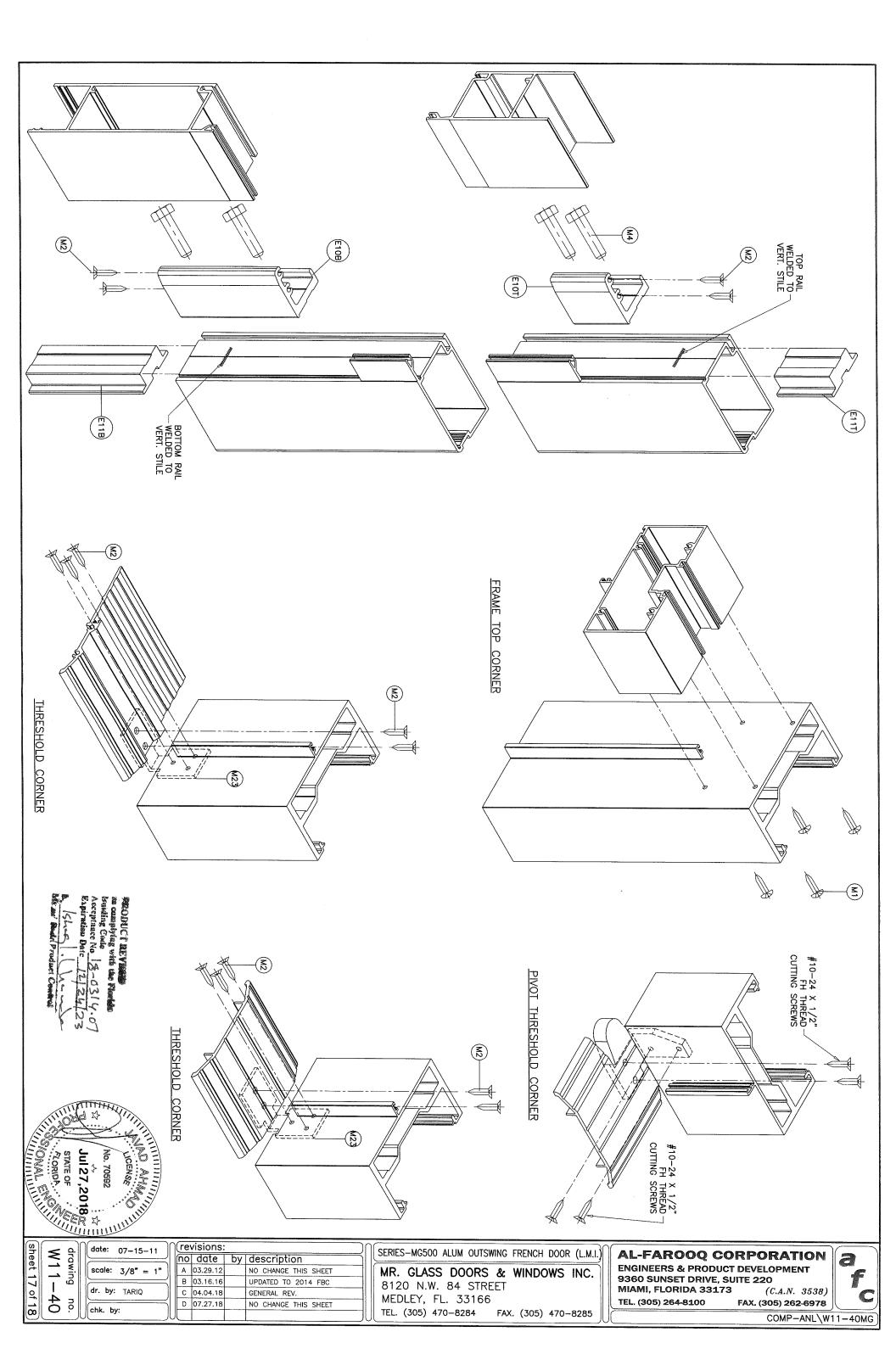
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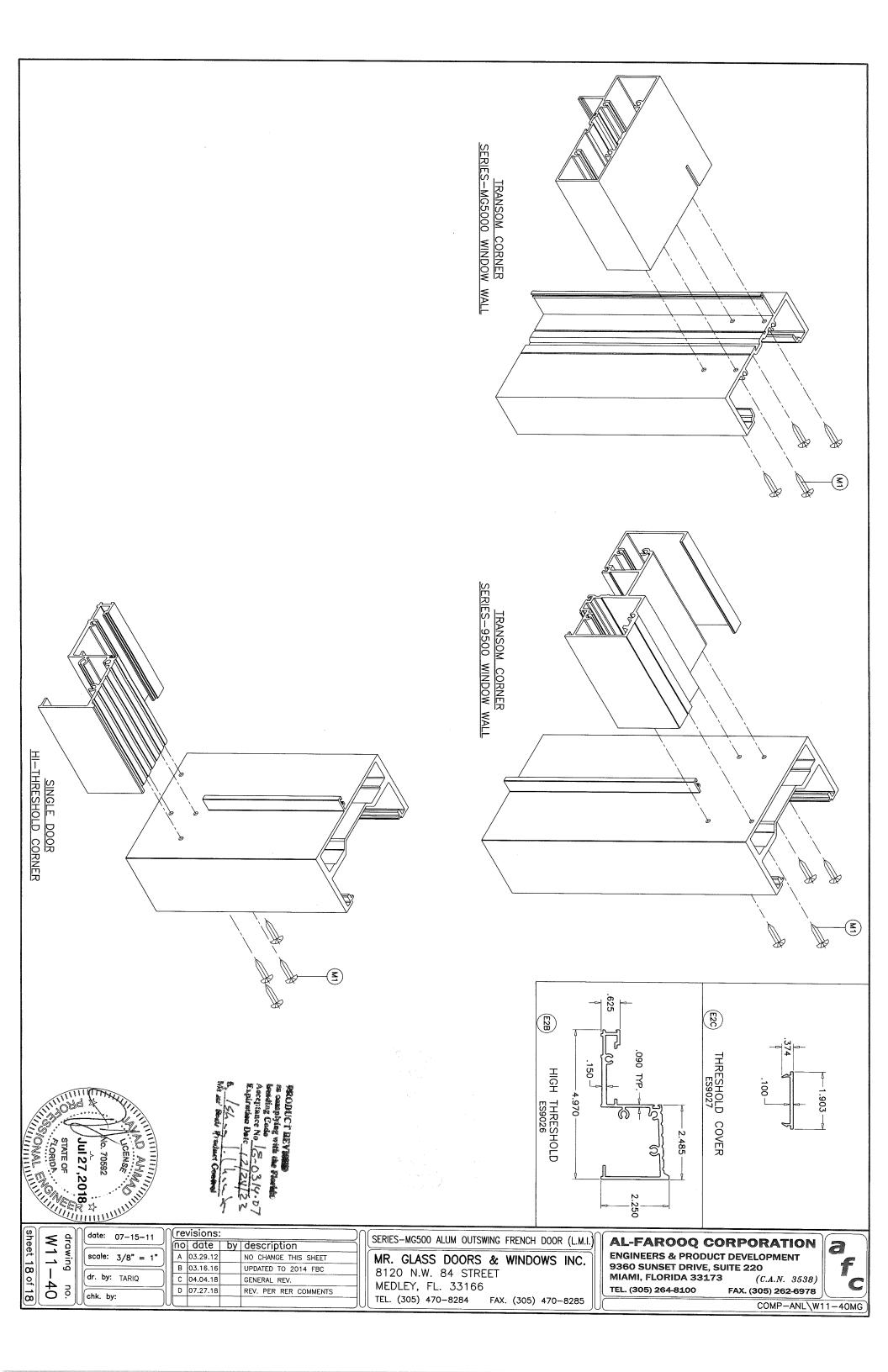
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BOLT

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FAX. (305) 262-6978 COMP-ANL\W11-40MG





#### **EXHIBIT A**

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

Title  $2 \rightarrow$  Subtitle A  $\rightarrow$  Chapter II  $\rightarrow$  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 orthe 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 dobusiness;
- (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.

#### §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.

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# WAIVER AND RELEASE OF LIABILITY

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

Date: August 8, 2020 at 10:00 a.m

Meeting Location: Carl Shechter Southwest Focal Point Community Center 301 NW 103rd Avenue, Pembroke Pines, FL 33026

| 8)                                     | 7)                                       | 6)                                     | 5)                                     | 4)                     | 3)  | 2)  | 1)   |
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# WAIVER AND RELEASE OF LIABILITY

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



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## Question and Answers for Bid #PSPW-20-08 - Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center

|  | ate New Qu   |           |
|--|--------------|-----------|
| Question Deadline: Aug 24,   | 2020 8:30:00 | ) PIVI EL |
| Overall Bid Questions  |              |           |
|  |              |           |
| Question 1   |              |           |
| What's the estimated budget? (Submitted: Aug 15, 2020 6:38:50 PM EDT)  |              |           |
|  | <u>edit</u>  | Πīī       |
| Answer   | <u>eait</u>  |           |
| Section 1.4 of the bid package (Answered: Aug 31, 2020 8:26:36 AM EDT)   |              |           |
|  |              |           |
| Add to Answer:   |              |           |
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| Question 2   |              |           |
| WHERE ARE THE PLANS OF THE EXISTING BUILDINGS AND THE SPECS FOR THE NEW WINDOWS AND DOORS? (Submitted: Aug 15, 2020 6:40:48 PM EDT)                                  |              |           |
| Answer   | edit         | ıTir      |
|  | euit         | ш         |
| See attached plans. Total Count of window and door measurements are to be field verified.  |              |           |
| Spec is in section 1.3.3 (Answered: Aug 31, 2020 8:26:36 AM EDT)   |              |           |
| Add to Answer:   |              |           |
| The Contistent   |              |           |
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| Question 3   |              |           |
| All windows will be replaced with store front windows (same as there now) or with standard fixed windows/ picture windows? (Submitted: Aug 19, 2020 11:54:17 AM EDT) |              |           |
| TI.34.I7 ANI EDI)  | <u>edit</u>  | ΤΠΤ       |
| Answer   | <u>eait</u>  | ш         |
| All Windows and Chara Frank are fixed plans unless otherwise noted (s  |              |           |
| <ul> <li>All Windows and Store Front are fixed glass unless otherwise noted. (Answered: Aug 31, 2020 8:26:36 AM EDT)</li> </ul>                                      |              |           |
|  |              |           |
| Add to Answer:   |              |           |
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| Question 4   |              |           |
| When will we be able to go back and take measurements on the windows and doors? (Submitted: Aug 20, 2020 4:16:01 PM EDT)   |              |           |
|  |              |           |
| Answer   | <u>edit</u>  |           |
| • To be determined based on the number of people requesting additional visits (at this point I do not know of anyone requesting this) (Answered                      | : Aug        |           |
| 31, 2020 8:26:36 AM EDT)   | -            |           |
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| Add to Answer:   |              |           |
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Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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#### Vendor view of bid

Chat | Bid Comments | Documents | Attachments | Items | Addendums

Bid #PSPW-20-08 - Replacement Of Windows & Doors To Impact Rated Material At SW Focal Point Center 😿 IFB 🐠 🖇 🛭

Time Left Bid has ended.

**Bid Started** Aug 11, 2020 7:29:35 PM EDT **Notifications** Report (Bidder Activity)

**Bid Ended** This bid closed on Sep 8, 2020 2:00:00 PM EDT # of suppliers that viewed 59 **(View)** 

**Agency Information** City of Pembroke Pines, FL (view agency's bids) Q & A Questions & Answers

Questions: 4

Q&A Deadline: Aug 24, 2020 8:30:00 PM EDT

**Bid Classifications Classification Codes** 

**Required Vendor** PP-SWORN, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-MBE, PP-WBE, PP-HUBZONE, FED-LOBBY&DEBAR, FL-

Qualifications **EVERIFY Bid Regions Regions** 

**Bid Contact** see contact information Pre-Bid Conference(s) Aug 18, 2020 10:00:00 AM EDT

Attendance is mandatory

Location: There will be a mandatory scheduled pre-bid meeting on August 18, 2020 at 10:00 a.m. Meeting location will be at the Carl Shechter

Southwest Focal Point Community Center, located at 301 NW 103rd Avenue, Pembroke Pines, FL 33026.

<u>Transcript</u> <u>Attendance</u>

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. **Bid Packet** Packet for Bid PSPW-20-08 [download]

**Best and Final Offer:** Create

#### Approval

View Approval Flow View Approval Flow

**Approval Status** Approved

#### **Bid Comments**

One Time Purchase **Contract Duration 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 âαBID SECURITYâ (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

9/8/2020 City of Pembroke Pines, #PSPW-20-08 - Replacement of Windows & Doors to Impact Rated Material at SW Focal Point Center

**Bid Comments** 

33025.

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

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

| Documents  | Select All   Select None   Download Selected        |
|--|---|
| <ul> <li>□ 1. □ PSPW-20-08 Replacement of Windows Doors.pdf [download]</li> <li>□ 3. ② Attachment B - Non-Collusive Affidavit [download]</li> <li>□ 5. □ Attachment D - Sample Insurance Certificate.pdf [download]</li> <li>□ 7. ② Attachment F - References Form [download]</li> <li>□ 9. □ Attachment H - Davis-Bacon Act WD FL20200197.pdf [download]</li> <li>□ Attachment I - Notices of Acceptance (NOA) for Approved Products (3 documents)</li> <li>□ 16-1116.04-Storefront Window Wall System.pdf [download]</li> <li>□ 3. □ FL 20359-R2 Horizontal Slider Window.pdf [download]</li> <li>□ 10. □ Exhibit A - 2 CFR 200.pdf [download]</li> <li>□ 12. □ PSPW-20-08 Replacement of Windows Doors Drawings.pdf [download]</li> </ul> |   |
|  | = Included in Bid Packet = Excluded from Bid Packet |
| Items  |   |
| <ul> <li>★ Carl Shechter Southwest Focal Point Community Center</li> <li>★ Carl Shechter Southwest Focal Point Community Center Rotunda</li> <li>★ Payment and Performance Bond</li> </ul>   | [Description]  [Description]                        |
| Addendum #1 - Made On Aug 12, 2020 11:46:58 AM EDT   |   |
| New Documents         PSPW-20-08 Replacement of Windows Doors.pdf           Removed Documents         PSPW-20-08 Replacement of Windows Doors.pdf  |   |
| Addendum #2 - Made On Aug 18, 2020 3:11:31 PM EDT  New Documents Mandatory Pre-Bid Attendance Sign In Sheet.pdf  |   |
| Addendum #3 - Made On Aug 31, 2020 8:38:03 AM EDT  |   |
| New Documents PSPW-20-08 Replacement of Windows Doors Drawings.pdf   |   |
| Contractor Advertisements  | View All Ads  |
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