

DA07-DEC 096

PETITION FOR DECLARATORY STATEMENT BEFORE
DEPARTMENT OF COMMUNITY AFFAIRS
2555 SHUMART OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
TELEPHONE: (850) 488-8466
FAX: (850) 921-0781

IN RE:

THE LANDING GROUP OF TAMPA, INC.
3940 EAST KNIGHTS GRIFFIN ROAD
PLANT CITY, FLORIDA 33565
TELEPHONE (813) 754-1766
Fax: (813) 759-8984
RICHARD C. BLISS, VICE PRESIDENT,
Petitioner.

FILING AND ACKNOWLEDGEMENT
FILED on this date, with the designated
Clerk, receipt of which is hereby
acknowledged.

Paula P. Ford
Commission Clerk

Date

Comes now the petitioner, The Landing Group Of Tampa, Inc., by and through the vice present Richard C. Bliss, pro se, and they do hereby file this "Petition For Declaratory Statement". The Landing Group Of Tampa, Inc. hereby seeks a declaratory statement of the following:

Florida Statute Section 489.113, (3), (a),

A general, building, or residential contractor, except as otherwise provided in this part, shall be responsible for any construction or alteration of a structural component of a building or structure, and any certified general contractor or certified underground utility and excavation contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in the state. Any certified building contractor or certified residential contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in this state, limited to the lot on which any specific building is located.

And

2004 Florida Building Code Section 2223.6.3

Where the roofing and siding are structural sheets consisting of clip-mounted standing seam or other direct screw attached panel system and are in themselves the finished product, a separate roofing permit shall not be required.

We are seeking a declaratory statement as to how Florida Statute Section 489.113, (3), (a), and 2004 Florida Building Code Section 2223.6.3, apply to the enclosed engineer sealed drawings for Rick Davis, job number 71505, dated 9/28/06, and similar or like drawings, and, C-Buck Engineering Evaluation Report Florida Product Approval #FL 5285.4, stating that the metal roofing is part of the structural integrity of the building. Our position on this is that as general contractors that pursuant to Florida Statute Section 489.113, (3), (a), and C-Buck Engineering Evaluation Report Florida Product Approval #FL 5285.4, we are allowed to install the metal roof without a roofing contractor or a roofing contractor's license. Also as general contractors pursuant to 2004 Florida Building Code Section 2223.6.3, even though this pertains to pre-engineered, pre-fabricated metal covered buildings with a metal frame, our buildings pre-engineered, pre-fabricated wood frame buildings with wood, metal, or open sides with a metal roof and do not require us to pull a roofing permit.

489.113 Qualifications for practice; restrictions.--

(3) A contractor shall subcontract all electrical, mechanical, plumbing, roofing, sheet metal, swimming pool, and air-conditioning work, unless such contractor holds a state certificate or registration in the respective trade category, however:

(a) *A general, building, or residential contractor, except as otherwise provided in this part, shall be responsible for any construction or alteration of a structural component of a building or structure, and any certified general contractor or certified underground utility and excavation contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in the state. Any certified building contractor or certified residential contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in this state, limited to the lot on which any specific building is located.*

SECTION 2223

HIGH-VELOCITY HURRICANE ZONES—

**PRE-ENGINEERED, PREFABRICATED METAL BUILDING
SYSTEMS AND COMPONENTS**

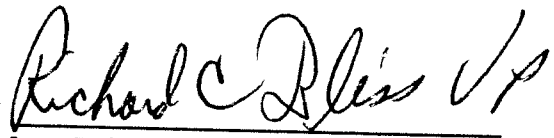
(PRE-ENGINEERED STRUCTURES)

2223.6.3

Where the roofing and siding are structural sheets consisting of clip-mounted standing seam or other direct screw attached panel system and are in themselves the finished product, a separate roofing permit shall not be required.

RESPECTFULLY SUBMITTED

Dated this 9th day of May, 2007.

By: 
Richard C. Bliss, Vice President



C-BUCK Engineering

Specialty Structural Engineering

Certificate of Authorization # 8064

Evaluation Report

of

Advanced Aluminum

“Advantage”

Metal Roof Assembly

for

Florida Product Approval

FL 5285.4

Florida Building Code 2004

Method: 1 - D

Category: Structural Components

Sub - Category: Roof

Product: Advantage Roof Panel

Material: Steel

Panel Thickness: 26 Gauge Minimum

Panel Width: 36” Maximum (Net Coverage)

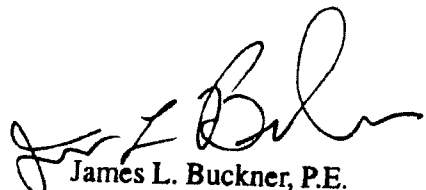
Support Type: Wood Purlins

Prepared for:

Advanced Aluminum of Polk County, Inc.
2934 Parkway Street
Lakeland Park, FL 33811

Prepared by:

James L. Buckner, P.E.
Florida Professional Engineer # 31242
Florida Evaluation ANE ID: 1916
Engineer Assistant: Gil Samson
Report No. 05-282-A-36-S6P
Date: 9/6/05

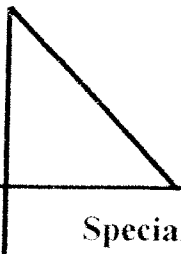


James L. Buckner, P.E.
Florida P.E. #31242
9/8/05

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1334 S. Killian Drive, Suite 4, West Palm Beach, Florida 33403
Phone: (561)491-9927 Fax: (561)491-9928 Email: cbuck@cbuckinc.net



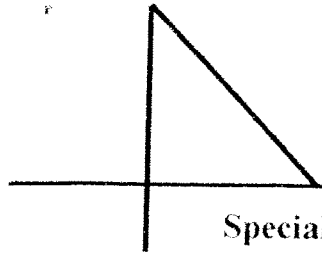
C-BUCK Engineering

FL #: **FL 5285.4**
Date: 9/6/05
Report No.: 05-282-A-36-S6P
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Specialty Structural Engineering

Certificate of Authorization # 8064

- Manufacturer:** **Advanced Aluminum of Polk County, Inc.**
- Product Name:** **Advantage**
- Panel Type:** **Steel, minimum 26 gauge, minimum yield strength 50 ksi**
- Panel Material Standards:** Material shall comply with Table 1507.4.3
- Panel Width(s)** **36" Maximum (Net Coverage Width)**
- Support Type:** **Wood Purlins – spaced maximum 24" o.c.
(Design of support system is not included in this evaluation)**
- Support Description:** **Nominal 1" x 4" Dimensional Lumber**
- Slope Range:** **3 : 12 or greater**
- Design Uplift Pressure:** **125.5 psf (with a Safety Factor of 2:1)**
- Attachment To Supports:** **Panels shall be through-fastened to the purlins with #9-14 x 1-½", hex-washer head, self-tapping, corrosion resistant, wood screws, per ANSI/ASME B18.6.4.**
- Underlayment:** **Minimum underlayment shall be per Section 1507.4.5**
- Fire Classification:** **Fire Classification is outside the scope of Rule 9B-72, and is therefore not included in this evaluation. Additional approved substrates may be added for Fire Classification purposes.**
- Installation:** **Install the "Advantage Roof Panel" to the purlins with screw rows spaced maximum 24" o.c., along the length of the panel, at each purlin intersection. Within rows, screws shall be spaced maximum 9" o.c., across the width of the panel, in the flat of the profile. Install system in compliance with the attached installation method.**



C-BUCK Engineering

FL #: **FL 5285.4**
Date: 9/6/05
Report No.: 05-282-A-36-S6P
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Specialty Structural Engineering

Certificate of Authorization # 8064

Performance Standards: Roof assembly tested in accordance with ASTM E 1592-98 Uplift Resistance Standard, which is an equivalent test to **ASTM E 1592-01**.

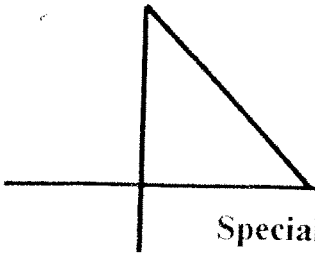
Code Compliance: The product described herein has demonstrated compliance with the **Florida Building Code 2004, Section 1507.4**.

Evaluation Report Scope: This product evaluation is limited to compliance with the structural wind load requirements of the Florida Building Code, as related to Rule 9B-72.

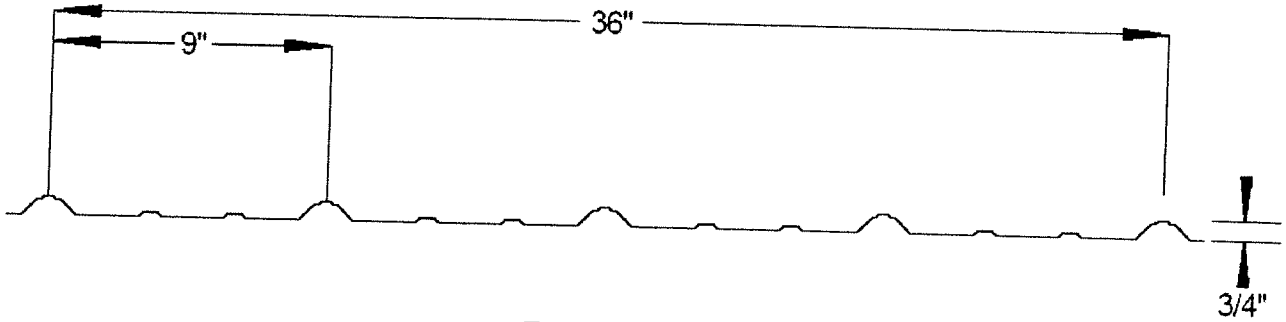
System Limitations: The required design wind loads shall be determined for each project. The maximum fastener spacing listed herein shall not be exceeded. All rational analysis computations shall be prepared by a qualified design professional, as required by Florida Building Code, Section 105. This product is not approved for use in the High Velocity Hurricane Zone.

Referenced Data:

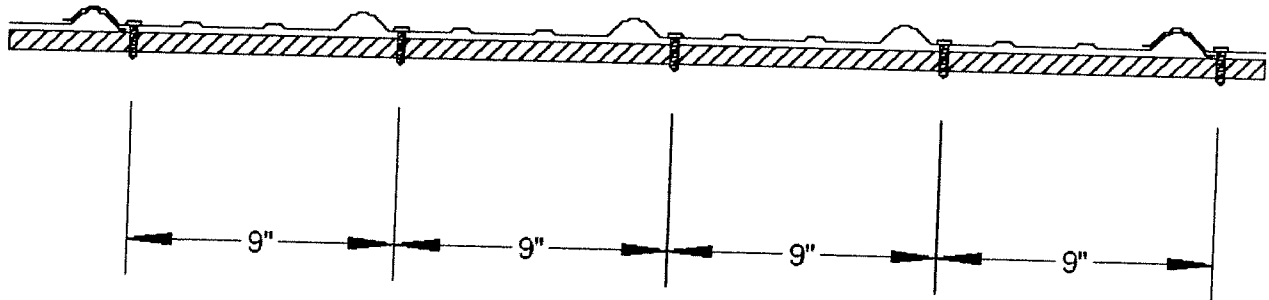
1. Certification of Independence
2. Quality Assurance
Architectural Testing, Inc. – Q.A. Entity System ID: 1844
3. ASTM E 1592-98 Test
Cerny & Ivey Engineers, Inc.
Report #23400-2, Report Date: 12/11/03



**Installation Method
Advanced Aluminum
"Advantage" Attached to Wood Purlins**



Panel Profile



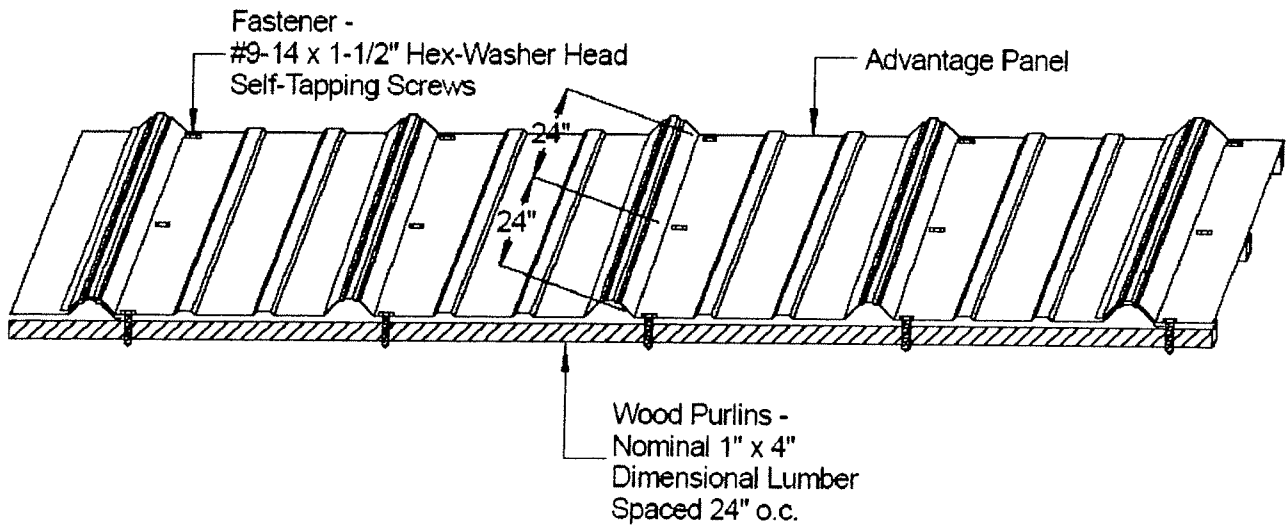
Fastener Spacing Across Width

C-BUCK Engineering

Specialty Structural Engineering

Certificate of Authorization # 8064

Installation Method (Continued) Advanced Aluminum "Advantage" Attached to Wood Purlins



Assembly Isometric View



C-BUCK Engineering

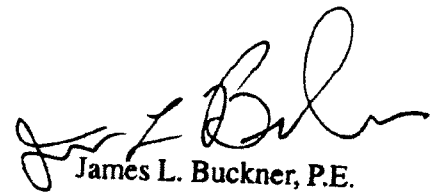
Specialty Structural Engineering

Certificate of Authorization # 8064

Certification of Independence for Evaluation

James L. Buckner, P.E., C-Buck, Inc., Engineering – ANE 1916

- 1.) **James L. Buckner, P.E. – C-Buck , Inc., Engineering** does not have, nor does it intend to acquire or will it acquire, a financial interest in any company manufacturing or distributing products for which evaluations are issued.
- 2.) **James L. Buckner, P.E. – C-Buck , Inc., Engineering** is not owned, operated, or controlled by any company manufacturing or distributing products it evaluates.
- 3.) **James L. Buckner, P.E. – C-Buck , Inc., Engineering** does not have, nor will acquire, a financial interest in any company manufacturing or distributing products for which reports are being issued.
- 4.) **James L. Buckner, P.E. – C-Buck , Inc., Engineering** does not have, nor or will it acquire, a financial interest in any entity involved in the approval process of the product.



James L. Buckner, P.E.
Florida P.E. #31242
9/8/05

1334 S. Killian Drive, Suite 4, West Palm Beach, Florida 33403
Phone: (561)491-9927 Fax: (561)491-9928 Email: cbuck@cbuckinc.net



QUALITY ASSURANCE VALIDATION PROGRAM AGREEMENT

This Agreement made between Architectural Testing, Incorporated, a Pennsylvania corporation, having its principal place of business at 130 Derry Court, York, Pennsylvania, hereinafter referred to as "Sponsor", and Advanced Aluminum of Polk Co., Inc, a corporation having its principal place of business at 2934 Parkway Street, Lakeland, FL 33811, hereinafter referred to as "Program Participant", on this 23 day of March, 2004,

WHEREAS, the Sponsor owns and administers a quality assurance validation program for building products as set forth in writing in Quality Assurance Validation Program Guidelines ATI-QA-100, a copy of which is appended hereto as Exhibit "A",

WHEREAS, the said Program Participant desires to enroll its manufacturing facility located at 2934 Parkway Street, Lakeland, FL 33811, and the Sponsor desires to enroll the specified Program Participant in the said Quality Assurance Validation Program, all upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and the license hereby granted, forbearances contained herein, and intending to be legally bound, the parties have agreed as follows:

- E. **GRANT OF AGREEMENT:** Sponsor does hereby grant unto the Program Participant a non-exclusive approval to participate in the Quality Assurance Validation Program herein named and depicted as Exhibit "A", in accordance with the terms set forth hereinafter.
- F. **PROGRAM PARTICIPANT RIGHTS AND OBLIGATIONS:** Pursuant to the approval hereby granted and as an essential element of its grant and continuation, the Program Participant:
1. Shall abide by all operating procedures, rules, regulations, duties, and responsibilities stipulated in the Quality Assurance Validation Program Guidelines ATI-QA-100.
 2. Shall operate a continuous quality control program as submitted to and approved by the sponsor during application for approval.
 3. Shall abide by all operating procedures, rules, regulations, duties, and responsibilities stipulated in the Quality Assurance Validation Program Guidelines ATI-QA-100.



4. Shall render all reasonable assistance and cooperation during inspections to allow the inspector to complete his duties without undue delay or interference.
5. Shall promptly correct any deficiencies in manufacturing or quality control as required by the administrator.
6. Shall make every reasonable effort to provide product(s) identical to product(s) tested for approval.
7. Agrees that notice regarding the status of his approval and enrolled products shall be printed in the Sponsor's web site listing of enrolled products.
8. Shall pay all fees to the Administrator applicable to the Quality Assurance Validation Program as herein provided in amounts and terms set forth and appended hereto as Exhibit "B".

C. SPONSOR RIGHTS AND OBLIGATIONS: The Sponsor:

1. Shall abide by all operating procedures, rules, regulations, duties, and responsibilities stipulated in the Quality Assurance Validation Program Guidelines ATI-QA-100.
2. Shall conduct regular periodic manufacturing facility inspections for the purpose of determining continued compliance with the aforementioned Quality Assurance Validation Program requirements.
3. Shall continuously maintain the Quality Assurance Validation Program Guidelines ATI-QA-100 with all necessary forms required for use by the Program Participant and Sponsor in connection with administration of, and participation in the Quality Assurance Validation Program.
4. Shall maintain an up-to-date Enrolled Products Listing and make it publicly accessible on the internet.
5. Shall hold and maintain in strict confidence all communications pertaining to participating manufacturers, publishing only material pertinent to the Quality Assurance Validation Program Guidelines ATI-QA-100.
6. Shall be sole judge as to the initial and continued enrollment of the Program Participant and his product(s) in relation to the rules and regulations of the Quality Assurance Validation Program Guidelines ATI-QA-100.
7. Shall conduct the Quality Assurance Validation Program in general accordance with the requirements of ISO 17025.
8. Shall have the right to revise the appended fee schedule so named Exhibit "B" at its discretion.



D. GENERAL PROVISIONS: It is further understood by and agreed between the Program Participant and Sponsor:

1. This agreement shall become effective this date and continue in effect for a period of one (1) year hereafter, and shall automatically renew for successive terms of one (1) year unless terminated in writing by either the Program Participant or Sponsor at least sixty (60) days prior to the expiration date of either the original or renewal term or for reasons of non-compliance as stipulated in the Quality Assurance Validation Program Guidelines ATI-QA-100.
2. Use of the Sponsor's name, logo, acronym or any other marks by the Program Participant without the prior express written consent of the sponsor is prohibited and subject to United States Copyright Law. The Program Participant's authority to use the Sponsor's name or logo shall cease immediately upon termination of this Agreement for any reason.
3. Sponsor shall not be liable for any incorrect listings or references with respect to the Program Participant as published in any product directory, or publication of any kind unless the Sponsor shall have willfully or intentionally caused such error to occur.
4. Program Participant covenants to hold harmless the Sponsor and its directors, officers, and employees from any and all claims or liabilities for property damage, personal injury, death or loss of earnings, profits or legal fees which arise out of or in connection with this Agreement or its performance.
5. This agreement does not constitute the parties as partners for any purpose whatsoever, nor shall it be deemed to constitute direct or indirect acknowledgement of representation by the Sponsor or existence of any design, patent, trademark, or copyrights claimed or available to the Program Participant.
6. The rights of the Program Participant under this Agreement may not be transferred, assigned to any individual, person, corporation, company, partnership, or to any business successor by sale, merger, or otherwise, without the express written consent of the Sponsor.
7. Neither the Sponsor or its representatives endorse the Program Participant or its products as a result of this Agreement, nor do they certify or guarantee any products hereunder.
8. This Agreement in all its terms shall be construed and covered by the laws of the Commonwealth of Pennsylvania, with jurisdiction and venue for all actions between the parties to be fixed in the Court of original jurisdiction in York county, Pennsylvania; if any part of this Agreement shall be determined to be void or invalid, the remainder of this agreement shall be deemed in full force and effect as though the void or invalid portions were deleted; and, any forbearance by either party to assert or seek a remedy for a single breach hereof, shall not be deemed to constitute a waiver as to any subsequent breach.



9. The rights and benefits of the parties hereto shall bind and inure to the benefit of the parties, successors and assigns.
10. Sponsor has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give affect to the provisions of this Agreement. This Agreement has been duly authorized and adopted by the licensor and its corporate officers have been authorized and empowered by its shareholders and directors to execute and deliver this Agreement.
11. Program Participant has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give affect to the provisions of this Agreement. This Agreement has been duly authorized and adopted by the Program Participant and its corporate officers have been authorized and empowered by its shareholders and directors to execute and deliver this Agreement and bind the Program Participant.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the _____ day of _____, 20__.

ARCHITECTURAL TESTING, INC.
(Administrator)

By: _____

Title: Vice President, Certification Services

(Program Participant)

By: 

Title: President