

## **SOHO BEACH HOUSE**

**Issue:** Vertical accessibility to the second floor of an historic hotel.

**Analysis:** The applicant is requesting a waiver from providing vertical accessibility to the second floor of an historic hotel which is undergoing an alteration and an addition. The project, as originally, designed had the second floor which was divided into two spaces by the double height lobby., Most of the square footage was contained in the north portion of the floor with two guest rooms located on the south side. The building is undergoing an alteration to convert the two rooms into one larger one and returning the balcony area to its original state. According to the applicant installation of an elevator would damage the historic significance of the structure. A new tower will also be added to the property. Cost of the alteration and addition is \$28,000,000 and the applicant submitted estimates of \$90,332 and \$105,527 for an elevator if one is required.

### **Project Progress:**

The project is under design.

### **Items to be Waived:**

Vertical accessibility to the second floor, as required by Section 553.509, Florida Statutes.

553.509 Vertical accessibility. Nothing in Sections 553.501-553.513 or the guidelines shall be construed to relieve the owner of any building, structure or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the occupiable grade level regardless of whether the guidelines require an elevator to be installed in such building, structure or facility, except for:

- (1) Elevator pits, elevator penthouses, mechanical rooms, piping or equipment catwalks and automobile lubrication and maintenance pits and platforms;
- (2) Unoccupiable spaces, such as rooms, enclosed spaces and storage spaces that are not designed for human occupancy, for public accommodations or for work areas; and
- (3) Occupiable spaces and rooms that are not open to the public and that house no more than five persons, including, but not limited to equipment control rooms and projection booths.

**Waiver Criteria:** There is no specific guidance for a waiver of this requirement in the code. The Commission's current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements were imposed.

**REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS  
OF CHAPTER 553, PART V, FLORIDA STATUTES**

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the Florida Building Commission. You will have the opportunity to answer questions and/or make a short presentation, not to exceed 15 minutes, at each meeting. The Commission will consider all information presented and the Council's recommendation before voting on the waiver request.

**1. Name and address of project for which the waiver is requested.**

**Name:** \_\_\_\_\_ Soho Beach House

**Address:** \_\_\_ 4385 Collins Avenue, Miami Beach, FL

**2. Name of Applicant. If other than the owner, please indicate relationship of applicant to owner and written authorization by owner in space provided:**

**Applicant's Name:** \_\_\_ Robert S. Fine, Esq.

**Applicant's Address:** \_ Greenberg Traurig, P.A., 1221 Brickell Avenue, Miami, Florida 33131

**Applicant's Telephone:** \_ 305-579-0826

**FAX:** \_ 305-961-5826

**Applicant's E-mail Address:** \_ finer@gtlaw.com

**Relationship to Owner:** \_\_ Legal counsel

**Owner's Name:** \_\_ Ryder Properties

**Owner's Address:** \_\_ 20 West 55<sup>th</sup> Street, 12<sup>th</sup> Floor, NY, NY 10019

**Owner's Telephone:** \_ 212-486-4444

**FAX** \_\_\_\_\_

**Owner's E-mail Address:** \_ c/o Applicant

**Signature of Owner:** \_\_\_\_\_

*RF Fine, on behalf of Jane Lloyd.*

**Contact Person:** James Lloyd

**Contact Person's Telephone:** \_ 305-343-8462

**E-mail Address:** lloyd9250@bellsouth.net

This application is available in alternate formats upon request.

**3. Please check one of the following:**

New construction.

Addition to a building or facility.

Alteration to an existing building or facility.

Historical preservation (addition).

Historical preservation (alteration).

**4. Type of facility.** Please describe the building (square footage, number of floors). Define the use of the building (i.e., restaurant, office, retail, recreation, hotel/motel, etc.)

Hotel ( 73 rooms)

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**5. Project Construction Cost (Provide cost for new construction, the addition or the alteration):** \$28 million including tower addition

**6. Project Status:** Please check the phase of construction that best describes your project at the time of this application. Describe status.

Under Design  Under Construction\*

In Plan Review  Completed\*

\* Briefly explain why the request has now been referred to the Commission.

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7. **Requirements requested to be waived.** Please reference the applicable section of Florida law. Only Florida-specific accessibility requirements may be waived.

**Issue**

1: § 553.509, Florida Statutes; § 11-4.1.6(1)(k)(iii), Florida Building Code : Vertical accessibility to all levels.

**Issue**

2: \_\_\_\_\_  
\_\_\_\_\_

**Issue**

3: \_\_\_\_\_  
\_\_\_\_\_

8. **Reason(s) for Waiver Request:** The Florida Building Commission may grant waivers of Florida-specific accessibility requirements upon a determination of unnecessary, unreasonable or extreme hardship. Please describe how this project meets the following hardship criteria. Explain all that would apply for consideration of granting the waiver.

The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general.

   See architect's letter.

Substantial financial costs will be incurred by the owner if the waiver is denied.

   See architect's letter

The owner has made a **diligent investigation** into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

   See estimates attached

9. **Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates.** For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.

a. See estimates attached

\_\_\_\_\_

b. \_\_\_\_\_

\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

10. **Licensed Design Professional:** Where a licensed design professional has designed the project, his or her comments **MUST** be included and certified by signature and affixing of his or her professional seal. The comments must include the reason(s) why the waiver is necessary.

\_\_\_\_ Please see architect's letter, attached hereto.

\_\_\_\_\_

\_\_\_\_\_  
**Signature** **Printed Name**

**Phone number** \_\_\_\_\_

(SEAL)

**CERTIFICATION OF APPLICANT:**

I hereby swear or affirm that the applicable documents in support of this Request for Waiver are attached for review by the Florida Building Commission and that all statements made in this application are to the best of my knowledge true and correct.

Dated this 26 day of May, 20 06

  
Signature

Robert S. Fine, Esq.  
Printed Name

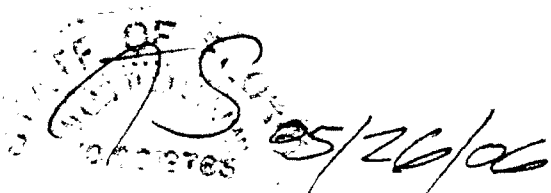
By signing this application, the applicant represents that the information in it is true, accurate and complete. If the applicant misrepresents or omits any material information, the Commission may revoke any order and will notify the building official of the permitting jurisdiction. Providing false information to the Commission is punishable as a misdemeanor under Section 775.083, Florida Statutes.

The Sovereign Hotel, an art deco historical landmark located at 4385 Collins Avenue, Miami Beach, Florida, was built in 1941 by an architect named Roy France. He designed the building so that the second floor was divided into two spaces by the double height lobby. The north side of the second floor had most of the square footage, whereas the south side of the second floor was only a narrow sliver of space that was originally used as two guest rooms with an existing emergency egress stair. In our historic renovation of the building, we are combining these two guest rooms into one, and removing a non-historical addition giving back the original balcony space.

As the unit already has an egress stair, to provide vertical accessibility would create spatial problems as well as conflict with the integrity of the building as a whole. It is not possible to add an elevator on the east side of the existing egress stair, since there is an historical bar area below on the first floor, nor can we add the elevator on the west side since we just have enough space for a smoke-proof vestibule, bathroom, and bedroom, which is all required. The elevator would render the space unusable.

If we were to add an elevator at the lobby, it would destroy the historical quality of the space. This historic space, which contains original terrazzo floors and plaster moldings, is protected by the Historical Ordinance of Miami Beach, and therefore we cannot add or eliminate anything that was not there originally. For example, during our historical renovation, the Historic Preservation Board required us to remove a non-historical stair, which exists in the lobby today.

As a result, we respectfully request that the idea of adding vertical accessibility to the unit on the second floor be waived as the elevator would not only ruin the spatiality of the unit, but will also conflict with the historical quality and integrity of the building.



**ALLAN T. SHULMAN ARCHITECT, P.A.**

Florida AR 0012763

100 N.E. 38<sup>th</sup> Street, Space 2, Miami, FL 33137  
t. 305.438.0609 f. 305.438.0170 e. [info@shulmanarchitect.com](mailto:info@shulmanarchitect.com)

Miami Branch Office  
New Equipment Business



Elevators Escalators

May 23<sup>rd</sup>, 2006  
Soho Beach House  
4385 Collins Avenue  
Miami Beach, FL 33140

ATTN: Jim Loyd

Fax: (305) 373-8082

RE: **Soho Beach House**  
**Miami, FL**

KONE Inc.  
3901 Commerce Parkway  
Miramar, FL 33025  
Tel 954.437.4300  
Fax 954.437.4322  
Cell 954.325.0742  
[www.kone.com](http://www.kone.com)  
[andy.montross@kone.com](mailto:andy.montross@kone.com)

Dear Jim:

KONE proposes to furnish and install the following for the sum of **\$90,332.00**

- Elevator #1: 2500#, 100 fpm, KONE In-ground Hydraulic Elevator

Our price includes all applicable taxes and is valid for a period of thirty (30) days. Our proposal is based upon the standard features, finishes, and dimensional requirements of KONE Overhead Traction Elevators, and the following clarifications:

#### **SPECIFIC CLARIFICATIONS:**

- 1) We will provide one (1) car direction lantern located in the car door jamb.
- 2) We have not included cost provisions for parking. If parking will not be provided at the jobsite, KONE reserves the right to be compensated for any parking costs during the duration of the project.
- 3) All elevators will have KONE standard 16 gauge entrances/doors with knockdown frames of bolted construction at all floors. The door panels and the frames will be finished in baked enamel at all floors. We assume the front wall of each elevator entrance will not exceed 10".
- 4) All elevators have been priced with 8'-0" cab heights and 7'-0" entrance heights.
- 5) We are providing one (1) handsfree ADA compliant telephone per unit that will automatically dial to the concierge desk through the dedicated telephone line from each elevator. This will provide the means of communication between the desk and the cars.
- 6) All units have been priced with six (6) months of preventative maintenance services and a twelve (12) month warranty. Upon its expiration, additional extended maintenance and warranty can be provided as needed.
- 7) Our proposal does not include the miscellaneous steel required on this project. All steel for the hoist-beams, divider beams, and intermediate bracket supports (required where floor-to-floor heights exceed 10'-0") are to be furnished and installed by others.
- 8) We assume that all Division 14 work will be complete by 12/31/07. If the elevator installation schedule moves into the 2008 calendar year, KONE will be compensated for the additional labor and material escalation.





## Elevators Escalators

- 9) We have not included any overtime provisions on this project. All installation is based upon normal working hours.
- 10) Subcontractor shall receive one (1) complete deliverable /issuance of any and all punch list(s) for the establishment of a definitive "punch list" at the execution of the final acceptance. Costs to resolve any punch list(s) not included in this deliverable will not be the responsibility of the Subcontractor.
- 11) We have not included cost provisions for parking. If we are not provided with free parking, there will be an additional charge of \$20.00 man/day for the installation durations.
- 12) We require that all deliveries occur during normal daytime working hours. The general contractor will provide any flagmen, road-blocking permits, and road barricades that may be required.
- 13) KONE will require the contractor to provide adequate access and staging areas during the delivery of the elevator equipment at ground level. The contractor is to provide safe, dry storage with roll-able access for the equipment adjacent to the elevator shafts at ground level. If the subcontractor is forced to move equipment from the said storage area after the initial staging, the contractor will pay for the additional labor costs incurred for each re-staging.
- 14) If runtime is required for this project, it can be provided at the rate of \$95.00/straight-time hour, \$190.00/Overtime hour.
- 15) If construction use is required, KONE can provide a warranty extension and interim maintenance service on elevators designated for Temporary Construction Use at the rate of \$200.00/day/elevator (covers monthly permit fee, maintenance required, and warranty extension). After use is complete, KONE Inc. will refurbish for standard wear and tear. Additional repair or refurbishment, required due to misuse or abuse, will be charged on a time and material basis to the general contractor. Protection of the cab and entrances during use, as well as the provision of an operator, are the general contractor's responsibilities. Additionally, the general contractor must sign a KONE Inc. Temporary Use Form. Please note that we will require two (2) weeks of uninterrupted use of these elevators prior to final turnover.
- 16) Our pricing does not include the miscellaneous steel required on this project. All steel for the hoist-beams, divider beams, buffer maintenance platforms, and intermediate bracket supports are to be furnished and installed by others.
- 17) We have included one (1) rail jump for the tower elevators. OSHA approved deckovers are to be provided by others (including dry-in deck, deflection deck, flat deck, and hoist beam). Locations of the deckovers and dedicated power source are to be located as KONE requires. We have not included rail jumps on the low-rise elevators. We will require 3 floors of storage adjacent to the elevator shaft at each rail jump location.
- 18) We require storage areas for the main elevator equipment staging to be located adjacent to the shaft on floors 1,2, and 3. Additionally, we will require staging areas for each elevator for 3 floors below each rail jump location.
- 19) We have not included cost provision for offsite storage. If offsite storage is required during the delivery due to the delay of the project, the contractor will pay for the additional cost for the offsite storage, plus the additional man-hours required moving the equipment.
- 20) We have not included any costs for LULAs/Dumbwaiters/Scissor Lifts/wheel chair lifts/dock levelers in our price at this time.
- 21) All emergency access doors for blind hoistways in simplex shafts are to be provided by others. Please see the attached code section for clarification.
- 22) We have not included card reader or security camera provisions.



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Please note the following performance and finish requirements for the elevators on this project.

**Elevator #1**

Quantity: One (1) Passenger Elevator  
Operation: Simplex  
Capacity: 2500#  
Speed: 100 fpm  
Travel: field verified  
Landings: Two (2)  
Openings: Two (2) in-line  
Clear Hoistway: 8'-4" width x 6'-0" depth  
Pit Depth: 4'-0"  
Clear Overhead: 13'-0"  
Cab Height: 8'-0"  
Voltage: 480 Volts (please verify)  
Machine Room: Located at the ground floor adjacent to the shaft

Cab Features: KONE MCD-S 16 gauge steel shell with #4 stainless steel front return, transom and door; applied returns (with integral car operating panels) finished in #4 stainless steel.

Hoistway Entrances: KONE entrances with knockdown frames of bolted construction and self-supporting sill assemblies finished in baked enamel at all levels. **Sill angles are not required by the general contractor.** Width: 3'-6", Height 7'-0" Single speed opening doors finished in baked enamel at all levels.

Fixtures: KONE KSS 500 Series fixture line. One (1) hall station at each landing per elevator group. One (1) car lantern per unit; Main Car Operating Panel with a digital car position indicator in the applied return. All fixtures finished in #4 stainless steel.

**GENERAL CLARIFICATIONS**

- 1) If a performance and payment bond is required, please add \$6.00 per \$1,000.00 of the contract amount.
- 2) KONE will not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for consequential damages.
- 3) We agree to provide evidence of insurance coverage but cannot name others as additional insured or waive our rights of subrogation. All insurance coverage afforded you or others shall terminate upon final acceptance of the work. If "Owner's and Contractor's Protective Insurance" is required in addition to our standard Certificate of Insurance add (\$3.75 per \$1,000.00 of contract price).
- 4) We would like to clarify that there is not an OCIP program on this project. If OCIP is later considered on this project, please note that KONE will not be able to participate.
- 5) Our pricing is based upon performing all work during regular working hours (7:00AM-3:30PM) Monday - Friday and regular wage rate as defined by the International Union of Elevator Constructors. We have not included any overtime in our current pricing.
- 6) Our pricing is based upon using the general contractor's on-site trash removal



## Elevators Escalators

service at no cost to KONE Inc. The general contractor will provide staging locations as identified by KONE on the upper floors for trash. Removal of the trash is to be provided by others.

- 7) We have not included any costs for participation in a composite clean-up crew plan.
- 8) The following items have been excluded from our pricing and must be provided by the general contractor or other trades:
  - a) Pit ladders
  - b) Finished flooring in all elevators
  - c) Dedicated 3-Phase and single-phase electrical power prior to our mobilization and installation
  - d) Grouting of all hoistway entrances and sills
  - e) Telephone wiring to our controllers
  - f) Remobilization due to delays caused by others
  - g) All heat/smoke detectors and related conduit and wiring
  - h) All conduit running between elevator hoistway banks and remote fixtures (i.e. Fire Panel) and emergency power source (if required)
  - i) Cutting and patching as required to set all fixtures and for proper installation of the elevators
  - j) Hoisting beam, and installation thereof, per our layouts
  - k) Sump pits, sump pumps (if required) and installations thereof
  - l) Safe, dry storage adjacent to the hoistways that can accommodate the entire elevator system(s)
  - m) Any relocation of material once stored onsite
  - n) Hoistway plumb within +2"/-0" throughout the total hoistway height for non-entrance walls and +/- 3/4" for entrance walls
  - o) **(1) 110V power supply with disconnects in the machine rooms for each elevator**
  - p) Onsite parking for our crews
  - q) All weatherproofing and dewatering as required to ensure safe, dry storage and working conditions
  - r) Benchmarks provided/transferred at each level in each elevator lobby
  - s) All venting and pressurization of the hoistways
  - t) Metal buffer inspection platforms/ladders in each pit exceeding 9'-0" depths
  - u) All touch-up paint & refinishing of entrances after initial installation
- 9) OSHA approved removable wooden barricades are to be installed and maintained by others, 12" away from the hoistway edges at all openings, prior to the installation of the elevators. KONE Inc. will put back any barricades that are moved by our crews during elevator installation.
- 10) We assume structural slabs will be provided to support the loads of our traction machines. No machine beams have been included or are required. We assume that machine rooms directly above each hoistway will be provided to accommodate our equipment.
- 11) Our pricing is based upon the general contractor providing two (2) signals at our controllers ("power change pending", and "running on emergency power") to facilitate proper emergency power operation. We also assume that the general contractor will supply a stand-by/emergency power generator, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power. In cases where multiple elevators are "grouped" with regard to their operation, emergency power for at least one elevator in each "group" of elevators will be sufficient.
- 12) Our pricing is based upon the general contractor leaving the entire front walls left out during the installation of the elevators. If this is not allowed due to design issues, we will require that the GC provide a rough opening of 8" around all sides of the entire entrance opening of each stop. (Clear entrance width + 16" = R.O. of overall width; Clear entrance height + 8" = R.O. of overall height.)



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- 13) This pricing is based upon the general contractor providing all block-outs and conduit sleeves required for the elevator installations. KONE Inc. will provide fixture locations and block-out sizes required. Fire-safing of penetrations is the responsibility of others.
- 14) Electrical Subcontractors shall provide KONE with power to run, install, and work on all elevators simultaneously. Sample power and sizes needed onsite (including but not limited to): 30A 480v 3PH, 30A 220v SP, 20A 110V SP supplies. Location of this power will be coordinated onsite with KONE superintendent prior to installation beginning.
- 15) This pricing is based upon the general contractor providing pre-scheduled, dedicated use of the site buck-hoist(s), contractor supplied crane, landing deck/outrigger, and lull/fork truck for delivery and staging of our equipment. Adequate access to the building for all deliveries is to be provided by the general contractor. This use is to be during regular working hours, Monday through Friday.

**LEADTIME SCHEDULES:**

<u>Item/Process</u>	<u>Leadtime</u>
Drawings:	
Approval:	4-6 weeks*
	4 weeks**

\* Drawings to commence upon receipt of Letter of Intent/Contract and complete set of drawings and specifications. Submittals cannot be delivered until receipt of contract.

\*\* Length of approval time depends on G.C./Architect's actual review time

*After receipt of complete approved submittal package and a fully executed contract, manufacturing will commence.*

Manufacture:	19-22 weeks
Shipping:	1 week

**INSTALLATION**

**We assume that all Division 14 work will be performed during the 2007 calendar year with a completion before Dec. 31<sup>st</sup> of 2007. If the elevator installation schedule moves into the 2008 calendar year, KONE will be compensated for the labor escalation.**

**Additional Schedule Notes:**

Dried-In machine rooms and 3-phase power of permanent characteristics shall include 3-phase disconnects permanently mounted, temporary or permanent lighting, lockable doors, etc. all to be provided by others. Day-for-day delays due to the negligence of others will be documented accordingly, and an extension of time will be granted to KONE equal to the said delay to complete the work. If the delay occurs prior to top-out/dry-in, the day-for-day extension of time will be added to the agreed upon installation duration after top-out/dry-in. Furthermore, if KONE demobilizes the project, due to delays caused by others, the General Contractor will pay KONE \$5,000.00/week/team for the duration of the delay.

**PROTECTION**

KONE Inc. will attempt to protect its work in place until ultimately accepted by the Owner. Our protection is limited to reasonable methods of protection while actively onsite. In the event of vandalism and/or damage to KONE's equipment, whether installed or stored onsite, that can be attributable to other trades, the Contractor will assist KONE in backcharging the likely trade or trades



Elevators Escalators

working in or around the equipment and/or storage area and shall compensate KONE for said damages following submission by KONE of a detailed breakdown of costs associated with stated damages.

Additionally, KONE will be installing finished material in your elevator lobbies. We will not remove the manufactures plastic (if provided) but can not fully wrap and protect these items due to the tight tolerances and other work needed to be completed around the area. We will inform you (GC) that we are finished with this work and allow you a walkthrough to inspect the material for damage. At that time we will also require a sign-off of the finished work waiving KONE's responsibility for damage.

### **PAYMENT TERMS**

If the project should be awarded to KONE, a **payment of 25%** of the contract price shall be remitted by check made payable to KONE. We will **invoice the above amount (15) business days after the award of a contract or letter of intent**. This payment will be required to compensate for order processing, order compliance checks, preliminary listings, contract administration loading, risk management, preliminary engineering, vendor management and project management.

We must have received ninety (90) percent of the total contract amount before we can turn the elevator over after final inspection. Final payment shall be due thirty (30) days after acceptance of the elevator installation.

Thank you for allowing KONE Elevator to provide a proposal for this fine project. We look forward to joining your construction team. Should you have any questions regarding the above information, please do not hesitate to contact our office.

Yours truly,

**KONE INC.**

Andy Montross  
Senior Sales Engineer  
New Equipment Business

May 24, 2006

Jim Lloyd  
Soho Beach House  
4385 Collins Ave  
Miami Beach, FL 33140  
Cell: 305-343-8642

Re: SOHO BEACH HOUSE

Dear Jim,

ThyssenKrupp Elevator Corporation is pleased to provide you with the following quote of One Hundred Five Thousand Five Hundred Twenty Seven Dollars and 00/100 (\$105,527.00) to furnish and install one (1) AMMEE 21 engineered oilraulic passenger elevators at the above referenced project per the following clarifications and qualifications:

I CLARIFICATIONS:

1. There are no provisions in this bid for liquidated damages, therefore, none will be accepted.
2. Please note this quote is based solely on the enclosed information.
3. It is our understanding that Davis Bacon Prevailing Wages Act of Certified Wages Act does not apply to this job.
4. It is our understanding that this is not an OCIP job.
5. The price is valid for five (5) days.
6. All related work as included on the attached "work not included" specification is by others.
7. Our quotation is contingent upon all the work being performed during the normal working hours of the elevator trade and a mutually satisfactory schedule. Please note that we are currently experiencing, 6 weeks for approval drawings, 14-16 week lead time on hydraulic passenger elevators after drawing approvals and color selections, not including courier time to factory or shipping to Miami.
8. Contractor/Owner agree that in the event the project is delayed due to no fault of Subcontractor, Contractor/Owner shall reimburse Subcontractor for any additional costs, which may include remobilization fees, as well as any labor increases Subcontractor has incurred based on its collective bargaining agreement with the International Union of Elevator Constructors (IUEC).
9. In the event Contractor/Owner is unable to take possession of the equipment for onsite storage and incorporation into the project, Contractor/Owner agree to reimburse Subcontractor for storage fees at a rate of \$500.00 per month.

II QUALIFICATIONS:

1. A detailed job site survey must be conducted before this job is contracted. This quote may change due to existing conditions.
2. This quote is based on the idea that the machine room is located adjacent to the hoistway at the first landing.

It has been a pleasure providing you with this quotation. ThyssenKrupp Elevator Corporation is eagerly looking forward to provide you and your client with the very best vertical transportation system available through the use of quality ThyssenKrupp Elevator products. If I can provide you with any additional information, please do not hesitate to call.

Respectfully,

Kane Parker  
New Equipment Sales Representative

ThyssenKrupp Elevator Corporation  
7481 NW 66<sup>th</sup> Street  
Miami, FL 33166  
Telephone: (305) 592-7722  
Fax: (305) 406-9562  
E-mail: kane.parker@thyssenkruppelevator.com  
Internet: www.thyssenkruppelevator.com

DESCRIPTION/QUALIFICATIONS OF EQUIPMENT

SOHO BEACH HOUSE

ELEVATORS:	ONE (1) AMMEE 2100 LB
CONTROL:	TAC-20 A(OILDRAULIC)
CAPACITY:	2100 LBS.
SPEED:	100 FPM
OPERATION:	SIMPLEX
JACK TYPE:	HOLELESS (SINGLE STAGE) TWINPOST
HOISTWAY MINIMUM CLEARANCE:	7' 4" WIDE X 5' 9" DEEP
PIT DEPTH:	4' 0"
OVERHEAD CLEAR MINIMUM:	12' 2"
TRAVEL:	10' 0"
POWER SUPPLY:	TBD VOLT, 3 PHASE FOR A 20 HP MOTOR
MACHINE LOCATION:	ADJACENT @ 1ST LANDING
STOPS:	TWO (2)
OPENINGS:	TWO (2) IN-LINE
HOISTWAY DOOR SIZE:	3' 6" WIDE X 7' 0" HIGH
DOOR FRAME AND TYPE:	BAKED ENAMEL FRAMES & DOORS @ ALL LANDINGS
SILLS:	ALUMINUM @ ALL LANDINGS
DOOR OPERATION:	MICROPROCESSOR CONTROLLED DIRECT CURRENT POWER
CAR ENCLOSURE:	SEE ATTACHED CAB DESCRIPTION
SIGNALS:	THYSSENKRUPP TRADITIONAL: MAIN CAR STATION WITH POSITION INDICATOR, CAR RIDING LANTERN AND NECESSARY BRAILLE MARKINGS.
HALL FIXTURES:	THYSSENKRUPP TRADITIONAL: ILLUMINATING PUSH BUTTONS W/ STAINLESS STEEL #4 FACEPLATE FI- NISH @ ALL LANDINGS. FIREMAN'S EMERGENCY SER- VICE PHASE I & II
SPECIAL FEATURES:	PIT LADDER AND SILL ANGLE SUPPORTS INCLUDED, MICROLIGHT/MULTIBEAM, ADA PHONE (INTEGRAL)

CAR ENCLOSURE

**SOHO BEACH HOUSE**

ELEVATORS:	ONE (1)
WALLS:	TKLP (LAMINATED PLASTIC) MADE OF DURABLE SOLID WOOD CORE COVERED ON ONE SIDE WALL WITH HIGH PRESSURE LAMINATE.
DOORS:	STAINLESS STEEL #4- RIGHT HAND OPENING
CANOPY: EMERGENCY EXIT	UNITIZED STEEL CONSTRUCTION INCLUDED
ADDITIONAL WEIGHT INCLUDED:	200 LBS.
FLOORING:	BY OTHERS (FOR FLOORING HEIGHTS GREATER THAN 3/8", BUT NOT TO EXCEED 1 1/2", PLEASE ADD ADDITIONAL LABOR COST)
FRONT & TRANSOM:	STAINLESS STEEL #4 FRONTS AND TRANSOM WITH INTEGRAL SWING RETURN CAR OPERATING DEVICE.
CEILING:	SUSPENDED WITH PLASTIC GRID DIFFUSER IN BAKED ENAMEL STEEL FRAME AND FLUORESCENT LIGHTS.
LIGHTING:	FLOURESCENT
EMERGENCY LIGHTING:	INCLUDED
SILL:	EXTRUDED ALUMINUM
HANDRAILS:	ONE (1) 1 1/2" STAINLESS STEEL #4 CYLINDRICAL HAND-RAIL ON REAR WALL
ACCESSORIES:	TWO-SPEED EXHAUST FAN, LOW OIL PROTECTIVE DEVICE, FIREMANS CONTROL, ISOLATION COUPLINGS, INDEPENDENT SERVICE
MAINTENANCE:	THREE (3) MONTHS PREVENTATIVE MAINTENANCE



**NEW INSTALLATION & EXISTING BUILDING  
WORK NOT INCLUDED**

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Dewatering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway. The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. instrument in cab by others). One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes is to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The contractor agrees to provide at no cost a crane to hoist elevator equipment as needed.

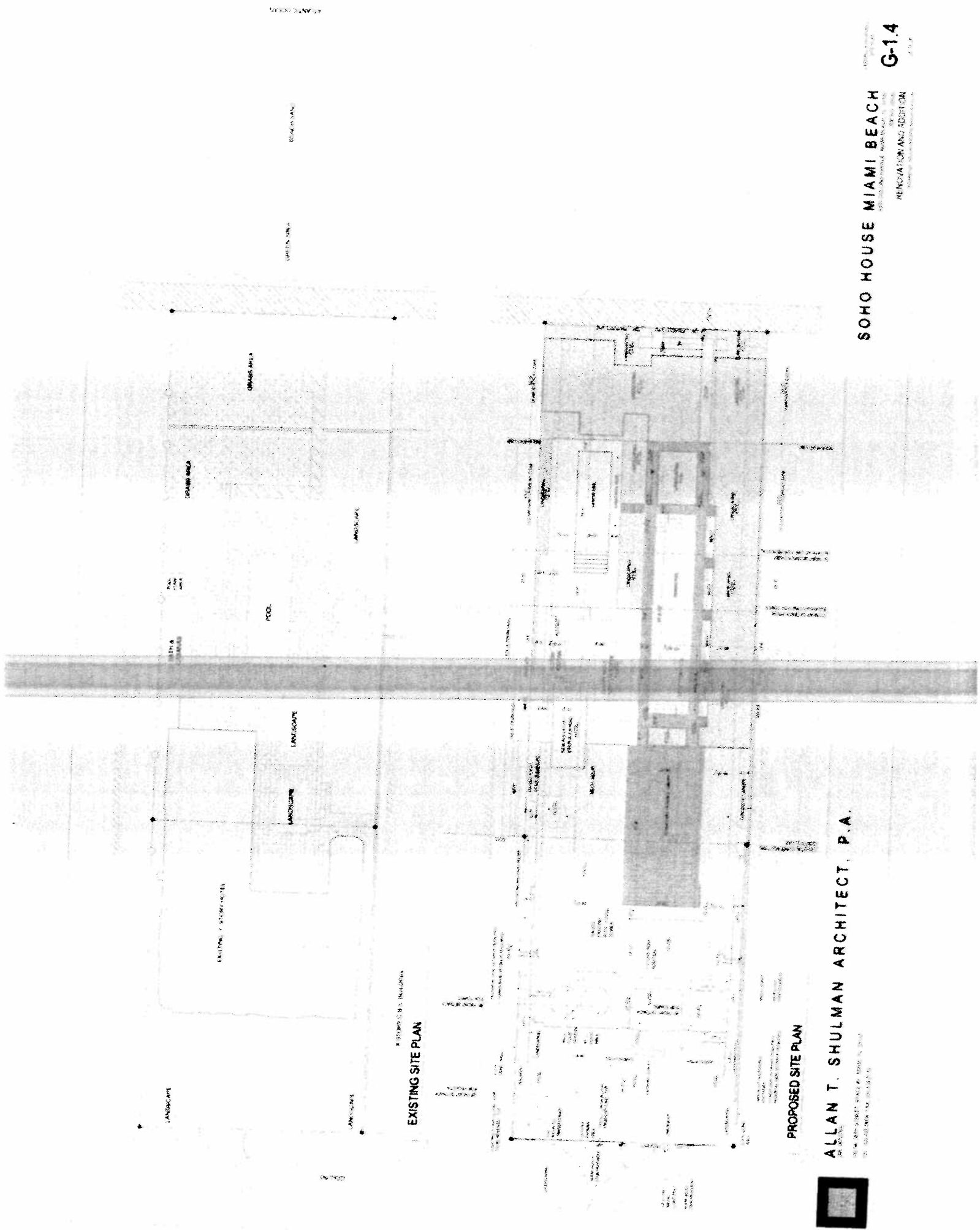
Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

**HYDRAULICS ONLY**

A 30" X 30" blockout, or as otherwise indicated on shop drawings, in pit floor for jack hole properly located from building lines (if pit not installed) with adequate ingress and egress for mobile well drilling equipment. Access to pressurized water supply within 100 feet of hole (To be field coordinated). Removal of all dirt and debris accumulated during excavation of the jack hole to be by the General Contractor. Grouting and water proofing of blockout after jack is installed.

Should unusual conditions be encountered during excavation of jack hole, contractor will be notified immediately and written authorization to proceed shall be obtained by Subcontractor. The contract price shall be increased by the amount of additional labor at Subcontractor's usual billing rates, and the actual cost of any additional material plus 15%.

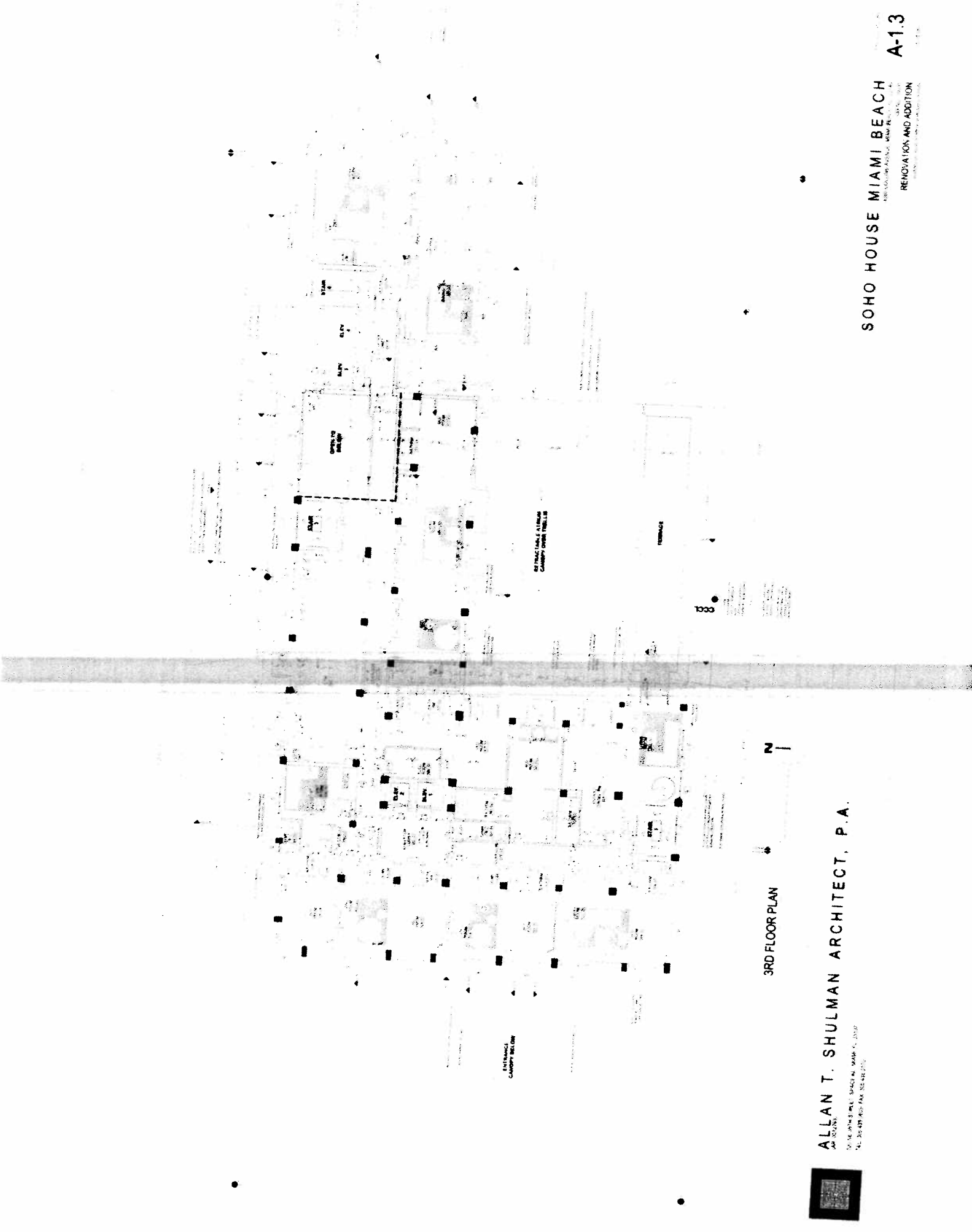


EXISTING SITE PLAN

PROPOSED SITE PLAN

**ALLAN T. SHULMAN ARCHITECT, P.A.**  
 1000 BAY STREET, SUITE 1000, MIAMI BEACH, FL 33139  
 TEL: 305.371.1111 FAX: 305.371.1112



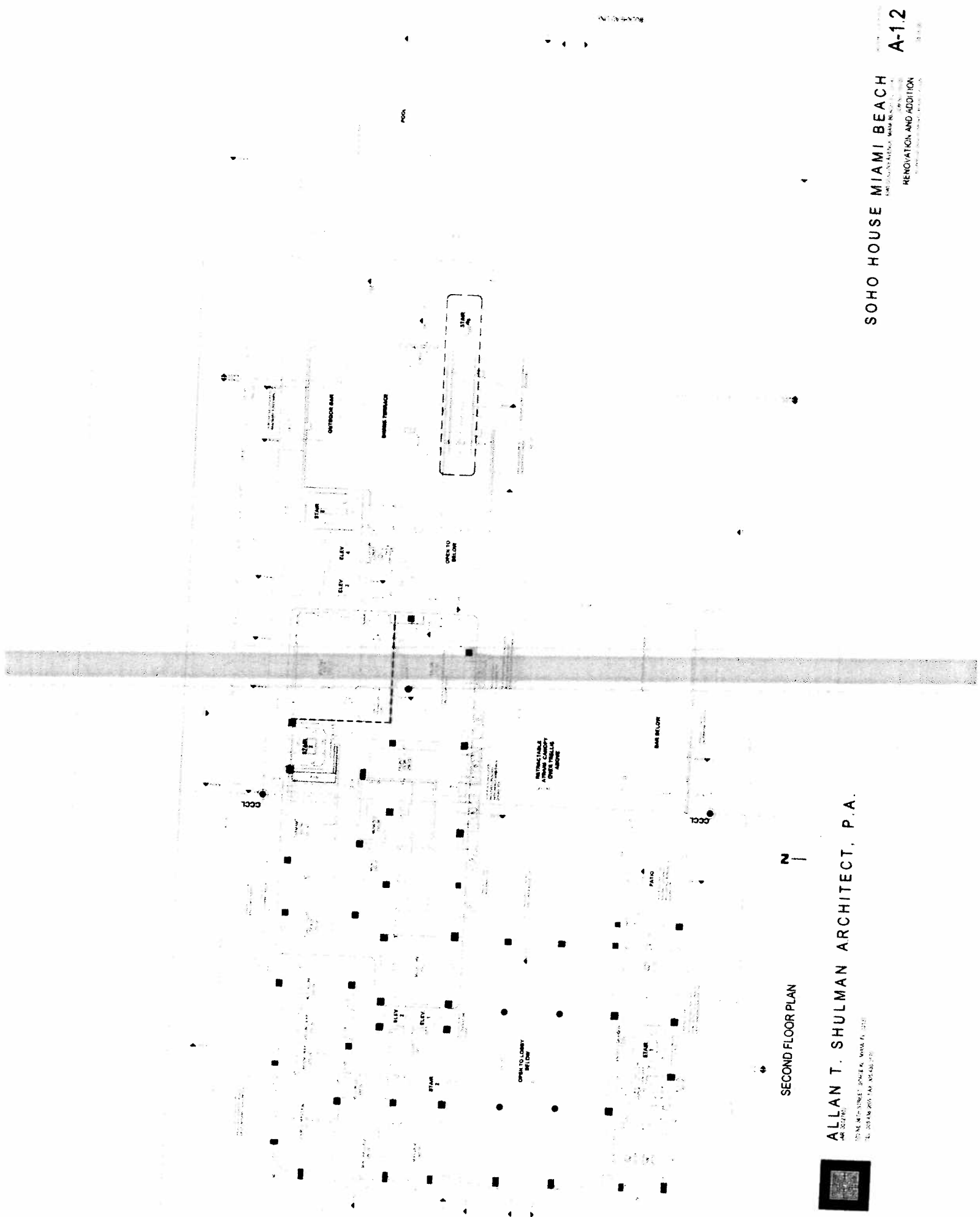


3RD FLOOR PLAN

**ALLAN T. SHULMAN ARCHITECT, P.A.**  
 100 SOUTH BAY STREET, SUITE 400, MIAMI, FL 33131  
 TEL: 305.375.4000 FAX: 305.482.2700

**SOHO HOUSE MIAMI BEACH**  
 PREVIOUSLY KNOWN AS THE PALM BEACH  
**A-13**  
 RENOVATION AND ADDITION  
 PROJECT NO. 08-00000000000000000000





SECOND FLOOR PLAN

ALLAN T. SHULMAN ARCHITECT, P.A.  
 1000 BAYVIEW DRIVE, SUITE 1000, MIAMI BEACH, FL 33139  
 TEL: 305.673.1400 FAX: 305.673.1401

SOHO HOUSE MIAMI BEACH  
 RENOVATION AND ADDITION  
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