

UNIVERSITY OF SOUTH FLORIDA – ST. PETERSBURG CAMPUS

Issue: Vertical accessibility to an exercise mezzanine.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to a mezzanine used for cardio exercise in an existing building undergoing a \$138,427 alteration, of which, \$81,661 represents the actual construction cost. The scope of the work includes converting one racquetball court to become a weight training area. Because of the building's high ceiling, the applicant is able to construct a new mezzanine that will house cardio training equipment. According to the applicant, it is the University's policy to provide one of each type of equipment located on the mezzanine on the accessible first level.

Project Progress:

The project is under construction.

Items to be Waived:

Vertical accessibility to the mezzanine, 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: University of South Florida – Saint Petersburg Campus

Address: 200 7th Avenue South St. Petersburg, FL 33701

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: FleischmanGarcia Architects

Applicant's Address: 324 Hyde Park Avenue, Suite 300, Tampa FL 33606

Applicant's Telephone: (813) 251-4400 FAX (813) 251-1994

Applicant's E-mail Address: S.Loper@fleischmangarcia.com

Relationship to Owner: Owners Architect

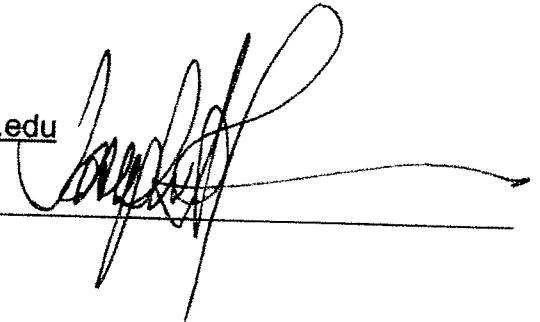
Owner's Name: University of South Florida – Saint Petersburg Campus – Joe Pembo

Owner's Address: 200 7th Avenue South St. Petersburg, FL 33701

Owner's Telephone: (727) 873-4823 FAX N/A

Owner's E-mail Address: JTPembo@spadmin.usf.edu

Signature of Owner: _____



Contact Person: Stan Loper

Contact Person's Telephone:(813)251-4400 **E-mail Address:** S.Loper@fleischmangarcia.com

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.)

The building is an existing one story masonry building of approximately 26,572 square feet. The existing facility is the current University of South Florida – Saint Petersburg Campus Activity Center.

5. Project Construction Cost (Provide cost for new construction, the addition or the alteration):

The alteration costs are;

Guaranteed Maximum Price of \$138,427.00 in which \$81,661.00 is actual construction costs and the balance is for General Conditions, insurance, permits, etc.

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.

Building review comments indicated vertical access to the Cardio Training mezzanine should be provided. We do not concur with that comment and ask for a ruling from the state.

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

Issue

- 1 Chapter 11, Section 11-4.1.6 Accessible Buildings: Alterations, Requesting waiver for vertical accessibility requirement to new Cardio Training mezzanine.

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.

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

Due to budget cuts of approximately 60% of the original proposed budget, the scope of work has been cut to a bare minimum. The construction contract now stands at \$138,427.00 in which \$81,661 is actual construction costs and the balance is for General Conditions, insurance, permits, etc. The lowest cost estimate to install a wheelchair lift is \$22,953.00 as shown on the attached cost estimates. If we were to delete an additional \$22,953.00 worth of work from the \$81,661.00 to include a lift, the remaining amount would not allow what is left of the project to be completed.

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 Exhibit A, 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.

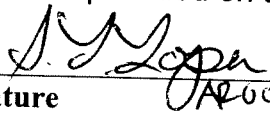
a. See Exhibit A, attached

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.

The project scope of work is the conversion of one existing indoor racquetball court into an extension of the existing adjacent Training Room. The existing racquetball court first floor area will become a Weight Training Area with the wall between the two spaces being removed so the two adjacent spaces are connected. Due to the available high ceiling space of the existing racquetball court, a mezzanine of approximately 665 square feet is being constructed above the new Weight Training Area. This space will be the new Cardio Training Area consisting of exercise bicycles and treadmills. Due to the minimal area of the mezzanine, the nature of it's use, the loss of space that would be required to accommodate a lift and the cost of the lift and associated installation requirements, we are requesting a waiver of the vertical access requirement. It should be noted that the mezzanine will be accessed by means of a fully accessible stair as required by FBC Chapter 11 and the University has established a policy that any equipment that is provided on the mezzanine will have one matching piece of equipment provided on the first floor.


Signature _____ Stanley L Loper, A.I.A.
Printed Name

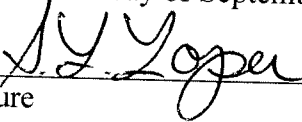
Phone number 813-251-4400

(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 2nd day of September, 2009



Signature

STANLEY L. LOPER, A.L.A
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.

REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.

Please state why the issue is being referred to the Florida Building Commission as well as a recommendation for disposition. The Building Official or his or her designee should review the application and indicate that to the best of his or her knowledge, all information stipulated herein is true and accurate. Further, if this project is complete, explain why it is being referred to the Commission. The Building Official or his or her designee should sign a copy of the plans accompanying this application as certification that such plans are the same as those submitted for building department review. Please reference the applicable section of the Accessibility Code.

a. Required by State law due to access to all levels not being accessible.

b. _____

c. _____

Has there been any permitted construction activity on this building during the past three years? If so, what was the cost of construction?

Yes No Cost of Construction _____

Comments/Recommendation _____ Approval of submission _____

Jurisdiction _____ University Of South Florida, Tampa Florida _____

Building Official or Designee _____
Signature 

_____ Roy A. Clark _____
Printed Name

_____ BU1281 _____
Certification Number

_____ 813-974-0893 Fax 813-974-2465 _____
Telephone/FAX

Address: _____ 4202 E. Fowler Ave. _____

_____ Tampa, Florida 33620 _____

Exhibit A

Wheelchair Lift Cost proposals

Accessibility Lifts inc.	\$27,980.00
TKE South Florida Solution Center	\$22,953.00

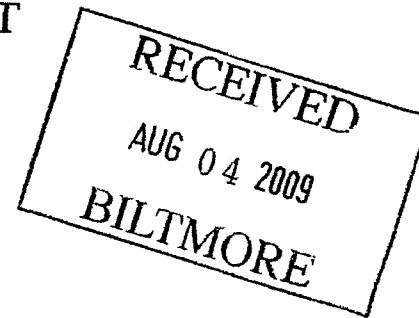


4070 CR 124-A, Unit #1
Wildwood, Florida 34785
www.accessibilitylifts.com
352 399 2982

ACCESSIBILITY LIFTS, INC.

REVISED PROPOSAL AND SALES AGREEMENT

Based on: Drawing and info sent
Difference from above after site visit will require a revised quote.



Date: August 4, 2009
Attn: Bruce Schafer
Re: Campus Activity Center – University of South Florida

Accessibility Lifts, Inc. respectfully submits the following proposal to furnish and install:
One – CDE144, hydraulic drive, enter/exit same side platform, steel enclosure by manufacturer, steel door at lower level, 42” high steel gate at upper level, power door opener as required by code.

PRICE: \$ 27,980

Option: One, inclined platform lift, 7 meters of travel, indoor application, auto fold platform, Folding seat, 180 bend at lower level to park, 90 degree landing at upper landing.

PRICE: \$32,500

Note: All quotes are based on standard equipment. RAL color selection and PDO to address latch clearance are optional.

WORK BY OTHERS: Electrician must bring the wiring to unit and call-send controls, min. 3” concrete pad, emergency lighting back-up. Electrician to provide Minimum 5 ft candle lighting at each landing for emergency lighting back-up as required by code in order to pass inspection and provide a Fusible/lockable fused disconnect.

NOTE: Pricing includes material, shipping, installation, Bureau of Elevator Safety permitting, and B.E.S inspection. All commercial accessibility lifts require installation by a registered elevator company, such as ALI, and an inspection by a representative of the Bureau of Elevator Safety.

AT THIS DATE, lead time 60 days for Bureau of Elevator Safety permitting process, concurrent with 6-8 weeks production/installation/inspection of product.

All materials are warranted to be as specified above. All work shall be completed in a workmanlike manner according to local industry standards and shall comply with all applicable building codes. Any alteration or deviation from the above specifications and/or “work by others” which requires or involves

additional labor or materials must be requested in writing by the purchaser and will be performed by the Seller as an extra. The Purchaser agrees to pay the charges for such extras and such charges shall be in addition to the above contract price. Storage charges that may be incurred by A.L.I. due to delay of site readiness, as scheduled by the G.C. will be subject to a back-charge. Additional installation time required by A.L.I. due to lack of site readiness may be back charged as well as site condition. A 7 day notice is required for installation.

QUOTES VALID FOR 60 DAYS: After acceptance, price remains valid only if goods are shipped within 180 days from acceptance. Any changes or manufacturers price increases will affect the original quoted price.

TERMS:

50% deposit before release for production of this custom equipment,

40% material delivery to site.

10% at completion of successful State Elevator Department inspection/turnover.

10% cancellation fee after signed proposal received, 75% after order released to production.

Note: Keys and owners manual will be turned over after inspection and unit paid to 90% of contract.

Add 5% surcharge for credit card payments.

Material WILL NOT be released for production without deposit nor lift turned over without final payment.

WARRANTY:

One (1) year manufacturers warranty on parts only.

No labor is included 90 days after installation from installer or Seller. Warranty becomes effective the day of successful inspection by the Dept. of Elevator Safety.

PM contract (not service) is optional, \$500/year. Manufacturer will extend parts only

Up to 5 years with a PM contract.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Purchaser: _____ Date: _____

Submitted by: *Accessibility Lifts, Inc. rep: Stasia Owczarzak*
Phone: 352-399-2982
Fax: 352-399-2981

Accessibility Lifts, Inc.



PCDE-144

SUBMITTED TO: **Bruce Schafer**
Biltmore Management
1055 Ponce de Leon Blvd.
Belleair, Florida 33756
Telephone: 727-585-2084
Email: bschafer@biltmoreconstruction.com

PREPARED BY: Paul Getts

Project Address: 131 6-Avenue South St Petersburg, Florida 33701
DATE: 8/5/09

SCOPE: This proposal is intended to cover the complete furnishing of one (1) PCDE-144 enclosed wheelchair lift manufactured by National Wheel-o-vator and installed by TKA –South Florida Solution Center. All work shall be performed in a workmanlike manner and shall include all work and material in accordance with the following as specified herein:

PACKAGE TYPE: 2 Stop 35"x51" Platform, enter, and exit same sides. Includes ADA phone
Product Data and standard equipment:

MODEL NAME: HPCDE-156
Drive System: Chain Hydraulic
Configuration: Straight Through
Stops: Two (2)
Doors: Platform gate with upper landing gate
Guard Panel 42" High with grab rail.
Non-Skid surface on platform floor.
Emergency Lowering Device



Hoistway , concrete pad, plt, and electrical by others

Please note: Vertical wheel chair lifts with travel over 12'0" may require a state variance. The variance is the responsibility of the architect or purchaser, it is not the responsibility of ThyssenKrupp Access of South Florida

Additional Options that may be purchased:

➤ **3 Year maintenance contract - \$2500**

POWER: To be supplied by others: 115 volt, single phase, 20 amp service in a lockable, fused disconnect box.

Attendant call button (if required) (Location to be determined by lift installer and electrician).

TKA South Florida Solution Center



ThyssenKrupp

ACCEPTANCE OF INSTALLATION: Delivery and installation of the HPCD is by TKA South Florida Solution Center. All other work, including but not limited to the doorway, pit requirement, and power supply to the unit is not the responsibility of TKA South Florida Solution Center (Building permit or approval from local building authority is by owner unless otherwise noted).

WARRANTY: We warrant that for a period of One(1) years the product will be free of defects in material and workmanship under normal use and regular maintenance in accordance with the User's Manual provided. We will not, under this warranty, reimburse you for the cost of the work done by others; nor shall we be responsible for equipment to which revisions, additions or alterations have been made by others. This warranty is in lieu of any other liability for defects. **WE MAKE NO**

WARRANTY OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS CONTRACT, NOR ARE THERE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OR LAW OR OTHERWISE. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. Manufacturer suggests a minimum of a semi annual review of equipment. This warranty is not intended to supplant normal maintenance service. All Warranty work is only performed during normal working hours

TERMS: PER UNIT BREAK DOWN SCHEDULE OF VALUES

Deposit required at point of sale (to issue engineered shop drawings)	\$6,795.90
First Progress Payment due upon release to Manufacturing.....	\$12,459.15
Final progress payment due upon completion of each installation	\$3,797.95
Total Including removal of existing unit	Total: \$ 22,953.00

TERMS Accepted in Duplicate:

Purchaser – Signature – Title

BY: _____

DATE: _____

Concrete Pad and Electrical AND PIT and cut out of Doorway at second landing will be done by others.

PRICE: We propose to furnish and install the equipment for(131 6- Avnue) the net sum of **TWENTY TWO THOUSAND NINE HUNDRED FIFTY THREE DOLLARS AND ZERO CENTS** PRICE INCLUDES FREIGHT, LABOR MATERIAL, ENGINEERED DRAWINGS , APPLICABLE PERMIT AND INSPECTION.

ACCEPTANCE OF PROPOSAL: The contract price, terms, specifications and conditions are satisfactory and are hereby accepted. ThyssenKrupp Access –South Florida Solution Center is authorized to proceed with provision of the equipment specified. I understand this order is subject to cancellation charges under the following schedule: 10% if cancelled prior to engineering work, 30% after engineering is complete, 70% if in production, and 100% if production is completed. All orders are subject to credit approval. Equipment cannot be manufactured until the final drawings have been approved and signed



by the purchaser. Installation cannot commence until permanent electricity has been provided and all hoistway doors with lockable hardware have been installed.

We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. A monthly service charge of 1 ½ % will be due on all amounts not paid within 30 days. You also agree to pay, in addition to any defaulted amount plus service charges, all attorneys fees, collection costs, or court costs in connection therewith. This proposal is submitted for acceptance within **Thirty (30)** days from the date submitted by us. Once executed, the pricing is valid for **Twelve (12)** months from date of signature. If site is not available for installation before this time, ThyssenKrupp Access reserves the right to adjust pricing in accordance with Consumer Price Index (CPI).

This proposal, when signed and accepted by the Purchaser and approved by an officer of Access of Kansas City shall constitute exclusively and entirely the contract between parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.

Accepted in Duplicate:

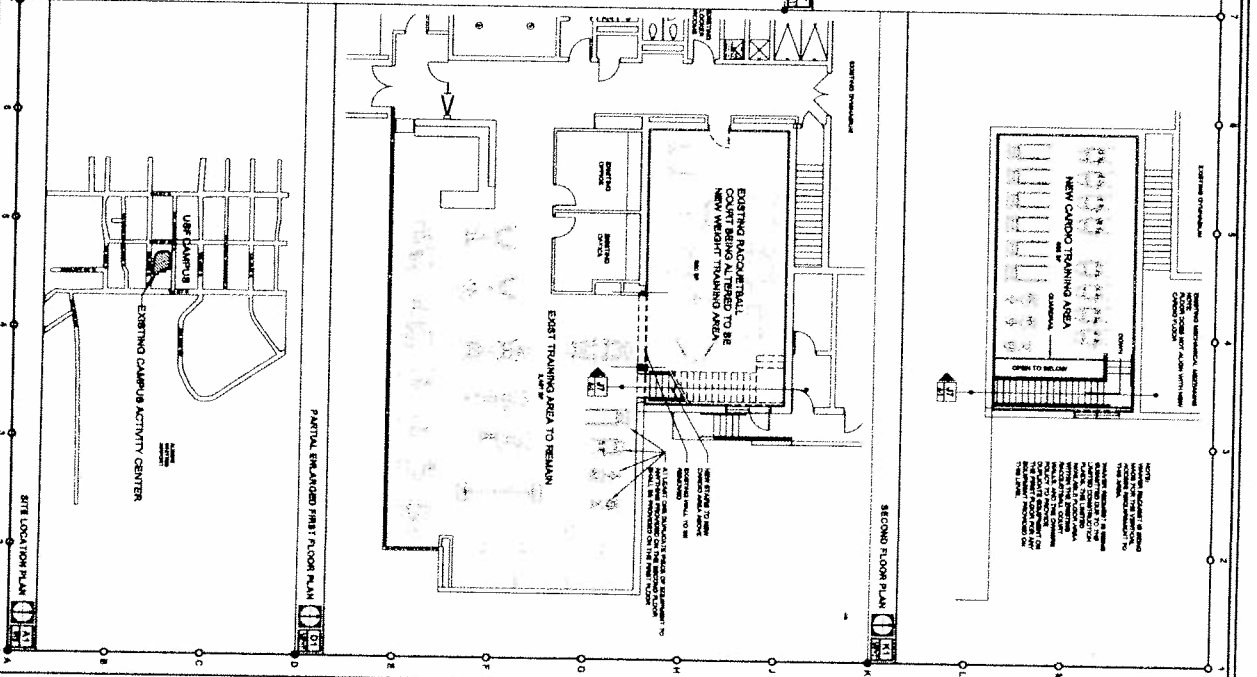
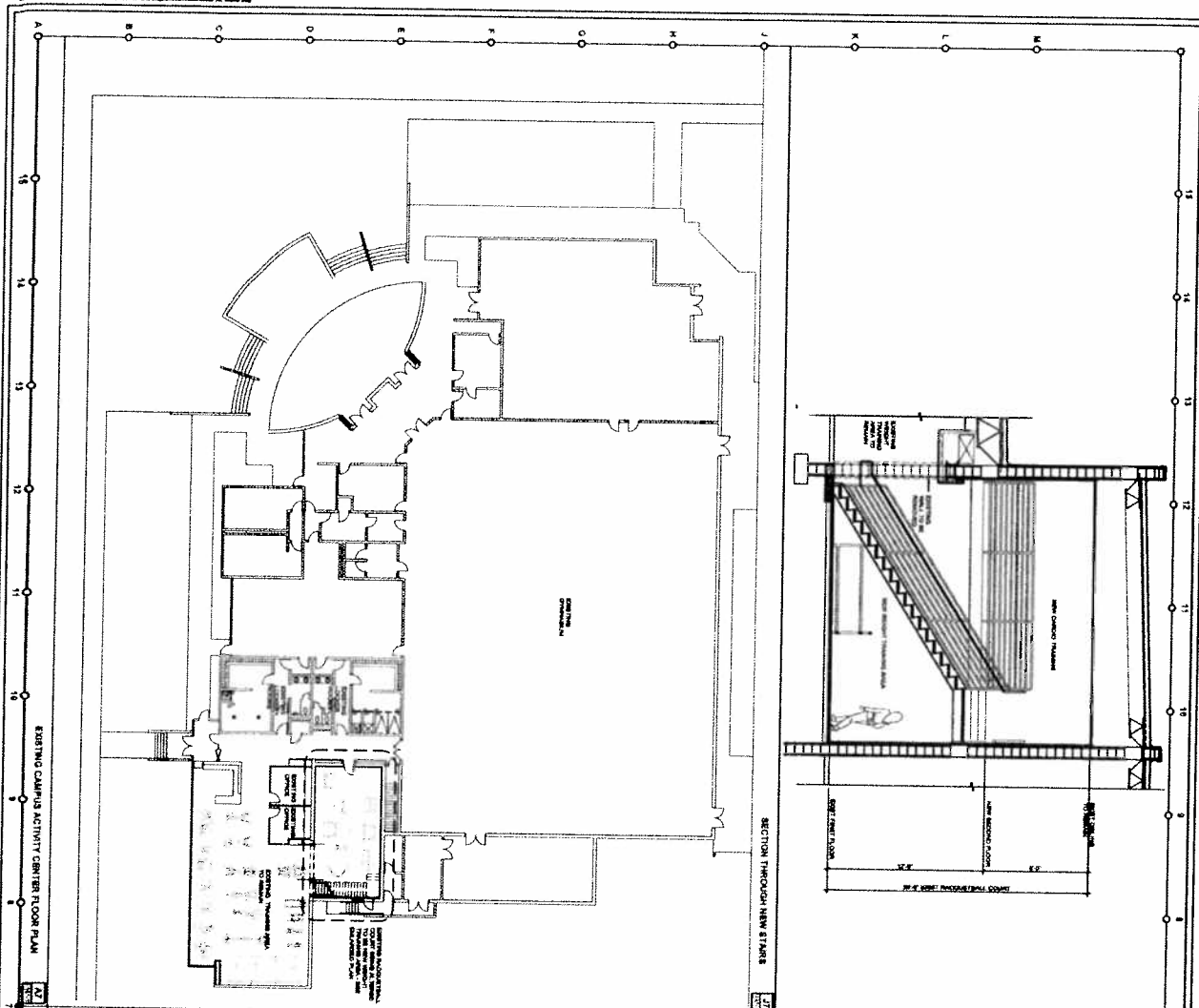
Respectfully Submitted,
ThyssenKrupp Access
South Florida Solution Center

BY: _____
Purchaser – Signature – Title

BY: **Paul Getts** _____
Sales Executive

Getts _____ 8/05/09 _____
Purchaser – Printed / Date

Paul
Sales Executive – Printed/ Date



	SCALE DATE 1/8" = 1'-0" 08/21/08	TOTAL PROJECT SUBMITTAL 00000		UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG RENOVATIONS & REMODELING CAMPUS ACTIVITY CENTER - FITNESS AREA		Florschütz Architects 4000 UNIVERSITY BLVD., SUITE 200 ST. PETERSBURG, FL 33708 TEL: 781.342.1111 FAX: 781.342.1112 WWW.FLORSCHUTZ.COM
	REVISIONS 1. 08/21/08					