

PALM BEACH ICE WORKS

Issue: Vertical accessibility to all levels of seating at a hockey rink.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to all rows of seats in the east mezzanine. The west mezzanine will have an elevator and the applicant would prefer to have all accessible seating in that location. The project is an alteration, but no construction costs for the overall project were provided. However, an estimate of \$47,402 was submitted for installation of an elevator.

Project Progress:

The project is under construction.

Items to be Waived:

Vertical accessibility to all rows of seats, 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.

This application is available in alternate formats upon request.

**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: PALM BEACH ICE WORKS

Address: 1590 NORTH FLORIDA MANGO ROAD
WEST PALM BEACH, FLORIDA 33409

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: ERIC ANDERSON

Applicant's Address: 399 CAMINO GARDENS BLVD. SUITE 202, BOCA RATON, FL 33432

Applicant's Telephone: 561-362-0220 **FAX:** 561-362-0224

Applicant's E-mail Address: ERIC@ANDERSONARCHITECTURE.COM

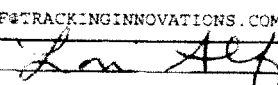
Relationship to Owner: ARCHITECT

Owner's Name: LLS HOLDINGS, LLC

Owner's Address: 1235 MARBLE WAY, BOCA RATON, FL

Owner's Telephone: 561-809-6866 **FAX:** 561-656-4047
561-400-8297

Owner's E-mail Address: CALP@TRACKINGINNOVATIONS.COM

Signature of Owner:  LLS215@yahoo.com

Contact Person: CHRIS HAIR

Contact Person's Telephone: 561-362-0220 **E-mail Address:** CHRIS@ANDERSONARCHITECTURE.COM

This application is available in alternate formats upon request.

Form No. 2001-01

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.)

ICE SKATING TRAINING FACILITY. ONE STORY WITH TWO MEZZANINES. 44,400 S.F.

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

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.

THE PROJECT WAS ORIGINALLY PERMITTED WITHOUT THE MEZZANINES. THE SCOPE GREW AND AS A RESULT A REVISION TO THE BUILDING PERMIT WAS SUBMITTED. THE REQUEST FOR THE EAST MEZZANINE TO HAVE VERTICAL ACCESSIBILITY AS WELL AS PROVIDING WHEELCHAIR SPACES IN MORE THAN ONE LOCATION, ARE BUILDING DEPARTMENT PERMIT REVIEW COMMENTS.

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

Issue

1: REQUEST TO WAIVE VERTICAL ACCESSIBILITY FOR THE EAST MEZZANINE, (WEST MEZZANINE
WILL BE PROVIDED WITH ACCESSIBILITY VIA A PASSENGER ELEVATOR). FBC 11-4.1.3(5)

Issue

2: REQUEST TO PROVIDE WHEELCHAIR SPACES ON THE WEST MEZZANINE ONLY. THERE SHALL BE
NO PREMIUM CHARGE FOR THESE SEATS AND THE LINES OF SIGHT AT THIS LOCATION ARE
SUPERIOR OR EQUAL TO SEATING IN THE REST OF THE BUILDING. FBC 11-4.33.3 EXCEPTION

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.

THE COST ESTIMATE REQUIRED FOR COMPLIANCE IS ATTACHED.

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.

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.

Date of this 10TH day of SEPTEMBER, 2009


Signature

ERIC ANDERSON

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.



09.10.09

Mary-Kathryn Smith
Department of Community Affairs
Codes & Standards Section
State of Florida
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: **Accessibility Waiver**
Palm Beach Ice Works
West Palm Beach

Dear Ms. Smith,

The source of this request for the waiver for accessibility to the east mezzanine level of the *Palm Beach Ice Works* (currently under construction) is based on the extreme costs to provide such access. The viewing mezzanines are located at each end of the rink – the narrowness of the building precluded any elevated seating on the sides of the rink.

The sightlines from the west mezzanine, where full access is being provided, is a superior location, being slightly lower and farther back from the rink – this yields a much greater field of vision, important for a venue in which there is no designated center of action. Not only are the west mezzanine sightlines better (a building section, not part of the submitted Construction Documents, has been included to clarify the design), its proximity to the other facility amenities is drastically superior, making the location a better selection.

In the event of ticket sales for performances, the Owner has committed to keeping the ticket costs at one price, such that there will be no location hierarchy.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Anderson", is written over the word "Sincerely,".

Eric Anderson, Principal

cc: Lori Alf, PBIW
Kevin Bohne, SCC

CONSTRUCTION SERVICES



City of West Palm Beach - 401 Clematis Street, 1st Floor, West Palm Beach, Florida 33401

Office Hours: Monday - Thursday 8:00 AM - 5:00 PM

Phone: (561) 805-6700

ACCREDITED

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PLAN REVIEW NOTES FOR PERMIT 08090611

Permit Number	08090611
Review Stop	B
Sequence Number	10

NOTES

Date	Text
2009-07-22 10:46:34	****CORRECTIONS****
	SAMANTHA HILL, BUILDING PLANS EXAMINER 561-805-6724 SHILL@WPB.ORG
	FBC FLORIDA BUILDING CODE 2004 FBC EB FLORIDA BUILDING CODE 2004 EXISTING BUILDING CODE FBC R FLORIDA BUILDING CODE 2004 RESIDENTIAL FBC* CITY OF WEST PALM BEACH AMENDMENTS TO THE FBC2004 FAC FLORIDA ADMINISTRATIVE CODE FS FLORIDA STATUTE
	1. EACH PORTION OF A STRUCTURE IS TO BE CLASSIFIED AS TO USE, FBC302.1. SHEET T, A4 IS DECLARED, BUT PLAN SHOWS STORAGE, ARCADE (FBC302.2.1), CONCESSION W/DINING. PLEASE CLARIFY SQUARE FOOT AREA PER OCCUPANCY CLASSIFICATION.
	2. PLEASE SHOW COMPLIANCE WITH FBC CHAPTER 5. PLAN STATES THAT FBC507.2 ALLOWS UNLIMITED AREA; PLEASE SEE COMMENT 1. PLEASE DECLARE BUILDING AS SEPARATED OR NON SEPARATED USE, FBC302.
	3. PLEASE NOTE THAT COMPLIANCE FOR THE ENTIRE BUILDING IS TO BE SHOWN ON THE PLAN. SHEET T ACCOUNTS FOR THE RINK AREAS ONLY, BUT THIS IS ONLY A PORTION OF THE BUILDING. PLEASE REVISE AREA CALCULATIONS TO INCLUDE ALL PARTS OF THE BUILDING, UNLESS SEPARATED BY A FIRE WALL, FBC502.
	4. FBC1024.12, SEATS SHALL BE SECURELY FASTENED TO THE FLOOR. THE PLANS NOTE THAT SOME SEATS SHALL BE REMOVABLE TO ACCOMMODATE ACCESSIBLE SEATING, SHEET 212. PLEASE ADDRESS. ALSO NOTE THAT THIS PAGE IS LABELED SECOND FLOOR SEATING PLAN; ISN'T THIS THE FIRST FLOOR?

5. PLEASE CLARIFY HOW OCCUPANT LOAD HAS BEEN CALCULATED. FOR INSTANCE, FIRST FLOOR STATES THAT OCCUPANT LOAD HAS BEEN DETERMINED BY 36,225 SF, 50 SF PER OCCUPANT, TOTAL OF 725. THE FIRST FLOOR CONSISTS OF THE SKATING RINK (50 SF GROSS), FIXED SEATING (SEE FBC1004.7), ARCADE (11 GROSS PER FBC TABLE 1004.1.2), ETC. IT APPEARS THAT THE TOTAL OCCUPANT LOAD MAY BE CONSERVATIVE, BUT PLEASE PROVIDE CALCULATIONS OF OCCUPANTS PER AREA TO CONFIRM COMPLIANCE WITH FBC1004.1.

SHEET T DECLARES 271 OCCUPANTS, SHEET 120 SHOWS 268 TOTAL. PLEASE CONFIRM THAT LIFE SAFETY PLAN CORRELATES WITH OTHER SHEETS.

6. AS THE ARCHITECT OF RECORD HAS CHANGED, PLEASE EITHER PROVIDE EITHER A LETTER TO CONFIRM THAT COMPLIANCE WITH FAC61G1-18.002 HAS BEEN MET IF REUSING THE PREVIOUS ARCHITECT'S PLANS, OR PROVIDE NEW SIGNED AND SEALED SHEETS FOR ALL SHEETS REQUIRED TO SHOW CODE COMPLIANCE.

7. FBC1004.3, OCCUPANT LOAD FOR EVERY ROOM OR SPACE SHALL BE POSTED. THIS WILL BE A PROVISIO ITEM.

8. FBC11-4.33.3, ACCESSIBLE SEATING CAPACITY IS OVER 300; WHEELCHAIR SPACES TO BE PROVIDED IN MORE THAN ONE LOCATION. ALL ACCESSIBLE SEATING IS SHOWN IN ONE MEZZANINE. ARCHITECT ADVISED THAT HE WILL APPLY FOR A WAIVER FOR THE EAST MEZZANINE, BUT WHEELCHAIR SEATING IS TO BE PROVIDED AT THE FIRST FLOOR ALSO. VERTICAL ACCESSIBILITY IS REQUIRED TO THE EAST MEZZANINE, FBC11-4.1.3(5), AND ACCESSIBLE SEATING IS REQUIRED IN THE EAST MEZZANINE, UNLESS OTHERWISE APPROVED BY WAIVER.

9. PLEASE HAVE EOR REVIEW THE DELEGATED ENGINEERING ON THIS JOB, FAC61G15-31.

10. FBC1023.6, IT APPEARS THAT THE EXCEPTION APPLIES TO THIS PROJECT (SAFE DISPERSAL AREA). THIS WILL BE A PROVISIO ITEM.

11. SEE FBC106, MINIMUM PLAN REVIEW CRITERIA. PLEASE PROVIDE ELEVATIONS OF BUILDING EXTERIOR. IT APPEARS THAT THE PROPOSED NEW STAIRS ARE WITHIN 10FT OF UNPROTECTED OPENINGS, SEE FBC1019.1.4.

12. PLEASE PROVIDE UPDATED VALUE FOR INCREASED SCOPE OF WORK.

13. PLEASE SHOW COMPLIANCE WITH FBC1006.1, MEANS OF EGRESS ILLUMINATION. IT IS NOT CLEAR HOW THE STAIRS (INCLUDING THE FIXED SEATING) WILL COMPLY.

14. ENERGY CALCS GIVE A SF AREA OF 9600, PLANS STATE 36,225. PLEASE REVISE OR EXPLAIN.

15. PLEASE CONTACT ME WHEN ALL REVIEWS ARE COMPLETE IF ISSUANCE OF THIS REVISION WITH PROVISOS IS DESIRED. THE PREFERENCE IS THAT ALL ITEMS BE ADDRESSED PRIOR TO ISSUANCE; HOWEVER, TO AVOID FIELD DELAYS, IT IS POSSIBLE THAT THIS REVISION MAY BE ISSUED WITH PROVISIO. PLEASE CONTACT ME WHEN ALL REVIEWS ARE COMPLETE TO DISCUSS HOW YOU WISH TO PROCEED.

SOUTHEAST CERTIFIED CONSTRUCTION, INC.

4152 W. BLUE HERON BLVD.

SUITE 108

RIVIERA BEACH, FL 33404

CBC 058291

FAX: (561) 844-9316

PHONE: (561) 844-5316

Owner / Owner's Representative

Anderson Architecture
 Attn. Chris Hair
 399 Camino Gardens Blvd.
 Suite 202
 Boca Raton, FL 33432

Project Name

Palm Beach Ice Works
 1590 N. Florida Mango Road
 West Palm Beach, FL 33409

Dated: 09-02-09

Proposal for Additional Elevator

Division	Trade Code	Contract Category	Totals	Notes & Clarifications
1	1000	General Conditions	\$12,500	
1	1100	Construction Cleaning	\$800	
1	1100	Trash Removal	\$2,200	
1	1100	Temporary Restroom	NIC	
1	1100	Furniture Moving	NIC	
2	2100	Demolition	\$6,500	
2	2100	Demolition: Concrete	\$2,200	
2	2200	Earth Work: Grading / Fill	\$2,200	
2	2500	Site Drainage	\$2,500	Allowance
2	2600	Asphalt Paving	\$2,500	Allowance
2	2600	Curbing	\$1,200	
2	2600	Walkways / Sidewalks	\$1,500	Allowance
2	2600	Fencing	NIC	
2	2700	Grease Interceptor	NIC	
2	2900	Landscaping	\$1,000	Allowance
2	2900	Soil Treatment & Compaction	NIC	
3	3300	Concrete: Material	INCLUDED	
3	3300	Concrete: Labor	INCLUDED	
3	3300	Concrete: Pumping	INCLUDED	
4	4220	Masonry: CMU	\$48,000	
5	5100	Structural Steel	\$2,400	
5	5500	Misc. Metals	NIC	
6	6100	Rough Carpentry	\$4,450	
6	6200	Finish Carpentry	\$600	
6	6200	Finish Carpentry: (Cabinetry)	NIC	
7	7210	Wall Insulation	NIC	
7	7240	Roof Insulation	NIC	
7	7500	Roofing	\$3,500	Allowance
7	7600	Downspouts / Gutters	INCLUDED	
7	7900	Caulking: Interior	INCLUDED	
0	8100	Wood Doors & Frames	NIC	

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Proposal for Additional Elevator

Division	Trade Code	Contract Category	Totals	Notes & Clarifications
8	8400	Storefront / Glass	NIC	
8	8670	Hurricane Shutters	NIC	
8	8710	Finish Hardware	NIC	
8	8810	Glass / Glazing	NIC	
9	9100	Lath & Stucco	\$4,800	
9	9200	Drywall & Metal Framing, Repairs	\$3,300	
9	9300	Ceramic Tile	NIC	
9	9500	Acoustical Ceiling	NIC	
9	9600	Floor Floating	NIC	
9	9650	VCT Flooring	NIC	
9	9680	Carpet Flooring	NIC	
9	9550	Flooring & Base	NIC	
9	9800	Baseboard Allowance	NIC	
9	9900	Painting	\$1,885	
9	9950	Wall Coverings: FRP	NIC	
9	9950	Wall Coverings: Wallpaper	NIC	
10	10420	Interior Signage	NIC	
10	10670	Shelving / Slat Wall	NIC	
10	10800	Restroom Accessories	NIC	
10	10155	Restroom Partitions	NIC	
11	11160	Loading Dock Equipment	NIC	
12	12505	Window Treatments	NIC	
12	12690	Floor Mats	NIC	
13	13140	Signage: Exterior	NIC	
14	14200	Elevator	\$46,500	See the attached (2) proposals
15	15300	Plumbing: Fire Sprinklers	NIC	
15	15400	Plumbing: Irrigation	NIC	
15	15400	Plumbing	\$8,800	Existing sanitary and gas would have to be relocated
15	15600	Refrigeration	NIC	

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CBC 058291

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Owner / Owner's Representative

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 Attn. Chris Hair
 399 Camino Gardens Blvd.
 Suite 202
 Boca Raton, FL 33432

Project Name

Palm Beach Ice Works
 1590 N. Florida Mango Road
 West Palm Beach, FL 33409
Dated: 09-02-09

Proposal for Additional Elevator

Division	Trade Code	Contract Category	Totals	Notes & Clarifications
15	15850	Mechanical: HVAC	\$1,000	Allowance
15	15850	Mechanical: Kitchen Hood	NIC	
15	15990	Mechanical: Test & Balance	NIC	
16	16000	Electrical	\$55,500	
16	16700	Phone & Data Wiring	\$1,000	Allowance
16	16700	Fire Alarm	\$2,500	Allowance
16	16700	Fire Extinguishers	NIC	
Misc.	Misc.	Architectural Plans / Fees	NIC	
Misc.	Misc.	Engineering	NIC	
Misc.	Misc.	Survey	\$1,000	Allowance
Misc.	Misc.	Special Inspector	NIC	
Misc.	Misc.	Permitting	\$2,500	Allowance
Misc.	Misc.	Barricades	\$1,000	Allowance
Misc.	Misc.	Test & Balance	NIC	

Subtotal: \$223,835
Contractor Overhead: \$12,000
Contractor Profit: \$21,000
Total Cost: \$256,835

SOUTHEAST CERTIFIED CONSTRUCTION, INC.

4152 W. BLUE HERON BLVD.

SUITE 108

RIVIERA BEACH, FL 33404

CBC 058291

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Owner / Owner's Representative

Anderson Architecture
Attn. Chris Hair
399 Camino Gardens Blvd.
Suite 202
Boca Raton, FL 33432

Project Name

Palm Beach Ice Works
1590 N. Florida Mango Road
West Palm Beach, FL 33409
Dated: 09-02-09

Proposal for Additional Elevator

Division	Trade Code	Contract Category	Totals	Notes & Clarifications
SPECIFICATIONS				

THIS ESTIMATE IS BASED UPON THE FOLLOWING PLANS BY: Anderson Architecture, Inc.

PAGES:

NIC = NOT IN CONTRACT

The following proposal is good for (30) days.

ThyssenKrupp Elevator Americas Business Unit



ThyssenKrupp

New Installation Proposal

Date:	September 1, 2009	Job Location:	Palm Beach Iceworks
Purchaser:	Southeast Certified Construction, Inc.	Job Address:	1590 N. Florida Mango
Address:	4152 W. Blue Heron Blvd., Ste 108	City/State/Zip:	West Palm Beach, FL 33409
City/State/Zip:	Riviera Beach, FL 33404		

Proposal Summary:

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote Forty-seven thousand, four hundred two dollars (\$47,402.00) sales tax included and bond not included, to furnish and install one (1) ThyssenKrupp Passenger Elevator at the aforementioned location.

This quote is based on the general intent of the bid letter, and our "Attachment A" which serves to further clarify the basis for the above price. This quote is valid for 60 days.

Alternates (valid only up to contract award):

1. 'No alternates exist for this proposal.'

Warranty / Maintenance:

Twelve (12) months maintenance and twelve (12) months warranty from date of final acceptance of each elevator is included in this proposal. Maintenance includes call-backs during normal hours of normal days (8:00am-4:30pm, M-F), periodic examination, lubrication, adjusting and cleaning. Overtime call-backs are not included.

TKE can proceed with preparation of layout drawings for review and approval with receipt of one (1) full set of plans and specifications, a copy of the preliminary schedule, and the Subcontract Agreement. We will require receipt of the fully executed subcontract agreement, including any attached amendments, along with payment for pre-production & engineering prior to release of elevator equipment for fabrication.

If you have any questions or concerns, please do not hesitate to contact me at (561) 791-4342. We appreciate your consideration.

Sincerely,

Tiff Maraist
 New Equipment Sales Representative
 c/o ThyssenKrupp Elevator
 7567 Central Industrial Drive
 Riviera Beach, FL 33404
 tiff.maraist@thyssenkrupp.com
 Direct: (561) 791-4342
 Fax: (561) 842-4570

SCHEDULE OF EQUIPMENT

Elevator Description: Elevator 1

Control: TAC 20

Capacity / Speed: 2000# / 100 FPM

Drive: HOLE-LESS - CIMMARON

Car Platform Size: 6' 0" X 5' 1"

Car Inside Clear: 5' 8" X 4' 3"

Hoistway Minimum Clearance: 7'-4" x 6'-0"

Pit Depth: 4'-0"

Overhead Clear Minimum: 12'-0" minimum (to underside of owner supplied 5000 lbs. hoist beam)

Travel: 16'

Power Supply: VERIFY Voltage / 3-phase / 20 HP Motor

Machine / Control Location: ADJACENT

Stops / Openings: 2 Stops / 2 Front Openings / 0 Rear Openings

Hoistway Door Type / Size: 3' 0" X 7' 0" / SINGLE SLIDE, LEFT OR RIGHT HAND
Frame Finish: #4 STAINLESS, Door Finish: #4 STAINLESS

Sill: EXTRUDED ALUMINUM

Door Operation: Micro-processor controlled, DC controlled

Signals: ThyssenKrupp TRADITIONAL fixtures: main car-station with DISCRETE position indicator, and Braille markings, CAR RIDING LANTERN,

Car Enclosure: TKLP- FLAT LAMINATE WALLS ON PARTICLE BOARD
Reveals: NONE
Front & Transom: #4 STAINLESS with integral swing return
Car Door: #4 STAINLESS
Ceiling: SUSPENDED WITH PLASTIC GRID DIFFUSER
Ceiling Finish & Lighting: BAKED ENAMEL FRAME, FLOURESCENT
Sill: EXTRUDED ALUMINUM
Handrails: #4 STAINLESS, 2" BAR ON REAR AND SIDE WALLS

Telephone: INTEGRAL ADA PHONE INCLUDED: Wiring to the machine room by others

Accessories: Two-speed fan w/ key-switch, VISTA remote monitoring, firefighters operation, isolation couplings, BATTERY LOWERING, independent service, pit ladder, sill supports, Microlite 40 beam passenger sensing device, ADA emergency phone, Auto fan/light shutdown

Miscellaneous Information:

ATTACHMENT "A"
Palm Beach Iceworks
West Palm Beach, FL

Clarifications to Architectural Plans dated (NA) and Specifications Section [NA]:

- Enter text
- Enter text

General Clarifications and Exclusions:

1. The elevator(s) provided will be as outlined in the "Attachment A" section of this proposal only. TKE Attachment A and Schedule of Equipment (if applicable) supersede any specifications or other scope of work. This proposal and attachment will form a part of any resulting contract as if typed therein and will take precedence over other language in case of conflict.
2. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.
3. This proposal is based on the understanding that, other than delays caused solely by TKE, TKE's work will be completed in its entirety during the calendar year of 2010 unless mutually agreed to in writing by both parties. If not, any associated costs relating to remobilization fees and labor rate increases will be subject to an adjustment to the previously agreed upon Contract Price. All labor rate increases will be based on ThyssenKrupp Elevator's collective bargaining agreement with The International Union of Elevator Constructors (IUEC).
4. This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy American, Buy America, U.S. Steel, Far Clauses, MBE, WBE, supplier requirements or any similar state or government procurements laws. Should any such requirements be applicable to the project, TKE reserves the right to modify/withdraw this proposal.
5. Payment / Performance bonds are not included. If payment / performance bonds are required, 1.0% of the total contract price shall be added to the contract amount.
6. This proposal is based on the following payment terms:
 - a. Thirty-Five percent (35%) of the contract price will be due and payable within 30 days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified.
 - b. Five percent (5%) retainage and all change orders shall be paid within 30 days of elevator turnover.
7. TKE participation in controlled insurance programs is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits, if applicable, will be provided at that time.
8. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages.
9. TKE will provide evidence of insurance coverage and if required will provide additional insured coverage with the following stipulation: Notwithstanding any other provision to the contrary, additional insured coverage shall only apply to liabilities determined to be caused by TKE's own negligence, and no defense or indemnity shall be provided to the additional insured for actions not determined to be caused by TKE's own negligence, or for liabilities alleged to arise out of the active or passive acts, actions, omissions, or negligence of the additional insured or any other person or entity. The parties agree the coverage described in and provided by the applicable additional insured endorsement is limited to the scope of this provision.
10. The Purchaser agrees to provide suitable tractor trailer access and roll-able access from the unloading area to the elevator or escalator hoistways / well ways. The Purchaser agrees to provide a dry and secure area adjacent to the hoist way(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense.
11. Neither party shall be liable to the other for any loss, damage, or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riots, civil commotion, war, malicious mischief, terrorism, and acts of God.
12. Purchaser will be required to sign off on the Material Release Form which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$50 per calendar day for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
13. TKE shall be provided with uninterrupted access to the hoist way and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded.
14. We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, TKE will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be \$1,500.00 plus a remobilization fee of \$2,500.00
15. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE work has commenced.
16. TKE standard shop drawings, submittal package, standard owner's manuals and prints will be provided. Stamped calculations or details (by professional engineer) are not included.
17. Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground.

Hoistway and Machine Room:

18. OSHA compliant removable barricades and toe-boards are to be provided by others prior to installation (TKE will replace if removed by TKE).
17. TKE shall be provided a dry legal hoistway with minimum TKE requirements, square and plumb within 1" from top and bottom, properly framed and enclosed, and including a pit of proper depth. This is to include the pit and overhead, steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the TKE shop drawings prior to elevator installation. Provide 75 bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.
18. TKE shall be provided a legal machine room, adequate for the elevator equipment per the TKE shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.
19. All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.
20. Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoist way from pit floor to the top of the overhead to carry the loads of all equipment.

Electrical:

21. 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 NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. 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 Purchaser if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoist way shall be provided by others.
22. Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.
23. Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others.
24. Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.
25. Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors which shall be terminated by others at a properly marked terminal in the elevator controller. One additional telephone line per group of elevators for diagnostic capability wired to designated controller shall be provided by others.
26. Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Additional for Hydraulics Only:

27. When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. A 32" x 32" block-out, or as the block-out indicated on TKE layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only TKE standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Should obstructions be encountered, TKE will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TKE's standard hourly rates, and the actual cost of any additional material plus 15%. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade.



Your Elevator and Lift Experts
Sales, Service and Installation

EleLift LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

Ph: 561-Ele-Lift (561-353-5438)
Fx : 561-992-0807
info@elelift.com

PURCHASE CONTRACT

ELE09-_____

This contract dated as of _____ is entered into between EleLift LLC, a Florida Limited Liability Company of Boynton Beach, FL (hereinafter known as "Seller"), and Southeast Certified Construction, Inc. having a principal office at 4152 West Blue Heron Boulevard, Suite 108, Riviera Beach, FL 33404 (hereinafter know as "Customer"), and shall become effective when signed by both parties and upon receipt of the first payment by Seller. This quote is good for a period of 90 days upon receipt.

Goods to be sold:

Seller agrees to provide and install a Concord Orion LU/LA residential elevator (the Goods") per the scope of work and specifications attached hereto as Exhibit A.

1. Purchase Price and Payment Terms:

The Customer shall pay to Seller for the Goods specified in paragraph one of this contract, the sum of Forty Six Thousand Five Hundred Dollars (\$46,500.00), the "Purchase Price", in accordance with the following schedule:

- \$24,500.00, payment, ("first payment") shall be due upon contract signing. Except in the case of Seller default and/or failure to perform hereunder, the first payment shall be considered a non-refundable deposit which shall become the property of Seller should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract, and, if the Seller's reasonable and fully documented costs and expenses incurred in connection with this Contract exceed the non-refundable deposit amount, the Customer agrees to reimburse the Seller for the excess.
- \$17,300.00 payment ("second payment") of the Purchase Price shall be due upon delivery of the Goods to the Customer's job location
- \$4,700.00 payment ("third payment") of the Purchase Price shall be paid to Seller when the installations of the Goods are complete.

Customer agrees to permit Seller to commence installation within one week of Seller's receipt of Goods from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Seller, (including but not limited to having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Seller at that time. The balance of one thousand dollars shall be paid by Customer to Seller within 10 days of completion of installation.

PURCHASE CONTRACT

ELE09-_____

All payments are to be made payable to EleLift LLC and sent to:

EleLift LLC
P.O. Box 740708
Boynton Beach, FL. 33704-0708

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. Changes:

All changes to the Goods, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Seller and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. All changes to the Purchase Price shall be added to, or deducted from, the next payment milestone shown in Paragraph 1 above.

3. Customer Default:

Customer acknowledges that this equipment is custom made for this particular installation. If installation is delayed as described in paragraph 2 and either fails or refuses to make payment of the amount due at that time, Customer shall be deemed to be in default of this contract. Furthermore, if Customer fails to make any payment when due, Customer shall be deemed to be in default of this contract. Seller shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Seller to retain legal counsel, or undertake litigation, or to otherwise protect Seller's rights under this contract, or to defend Seller against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

4. Risk of Loss and Title to Goods:

Seller shall bear all risk of loss to the goods due to fire, windstorm, accident, theft vandalism etc., prior to the commencement of installation of Goods at the Customer's job site. Customer shall bear all risk of loss to the Goods thereafter.

5. Delay in Delivery:

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory. Since the Goods are custom made, a backlog at the factory may cause a delay in delivery. Seller assumes no responsibility for such delays nor for failure to deliver goods to Customer on a particular date due to circumstances beyond its control.

6. Applicable Law:

This contract shall be governed in accordance with the laws of the State of Florida

PURCHASE CONTRACT

ELE09-_____

7. Successors or Assigns:

This contract shall be binding upon the successors in interest or assigns of Seller or Customer. No Assignment of this purchase contract may be made without the written consent of the other party.

8. Manufacturer's Warranty

The Goods include the manufacturer's standard warranty to repair or replace any covered defective part during the term of the warranty exclusive of labor.

9. Permits and Approvals:

Seller will use its customary and normal efforts to assist the Customer in obtaining required permits and approvals to complete the work including preparation and filing of all permit applications but in no way shall be liable for delays or denial of any such permits or approvals. Customer assumes all expenses of any additional requirements mandated by any permitting or other approval authority and not specifically included in the attached Scope of Work.

Seller

EleLift LLC

By _____

Date _____

Customer

By _____

Date _____

Customer Initials

PURCHASE CONTRACT

ELE09-_____

Exhibit A

Scope of Work

The Seller hereby agrees to provide all labor and material as necessary to install one (1) Orion LU/LA elevator at the following job location:

Job Name: **ORION-LU/LA – PALM BEACH ICE WORKS**
Project Location: **1590 N. Florida Mango
West Palm Beach, FL 33409**
POC: **Carl Lueck**
Phone: **561-676-6006**
E-mail: **sccinc1@bellsouth.net**

The elevator specifications are as follows:

Concord Orion two-stop (LU/LA) Elevator with emergency battery backup
Load Capacity - 1400 lbs
Rated Speed – 30 fpm
Power supply needed 208 Volt Three Phase or 230Volt Single-Phase 60 HZ
Two-to-One roped hydraulic drive system with slack cable
5hp submersible pump motor
Two speed operation for smooth start and stops
14” Pit Depth
168” floor-to-floor travel distance and minimum 150” clear overhead

Cab Configuration to be as follows:

Custom Cab Size 48”x 54”
Cab Height 84”
Automatic cab
Automatic stainless steel recessed down lights (four)
Emergency stop switch and alarm
Digital floor display
Steel Wall Panels
Black cab trim
White cab ceiling
Stainless steel handrails
Stainless steel #4 finished car station plate
Two rectangular stainless steel call stations (one per floor)
Stainless steel #4 finished mounted telephone cabinet with hands free phone
Unfinished plywood floor (allowing for up to ¾” customer provided finish materials)
Type 2W Cab configuration
Digital floor display
Fireman Service A17-2004 (Phase 1 and 2)

Page 4 of 5

Customer Initials

PURCHASE CONTRACT

ELE09-_____

Two (2) Cab doors to be two- speed horizontal steel sliding cab door (w/light curtain sensor)
Provide Two (2) (one each landing) two-speed Horizontal steel landing door.

Work to be performed by others (Not EleLift):

Hoistway:

1. Construction of hoistway in accordance with National US/ASME applicable code, all state and local codes.
2. Due to close running clearances, Customer must ensure hoistway is plumb, level and square and is in accordance with dimensions on specified in the shop drawings including the minimum overhead clearance and pit depth.
3. Installation of sleeves for oil and electrical line from machine room to hoistway as required.
4. Hoistway and machine room doors and hardware are to be supplied and installed by others. If wood hoistway doors are used they should be of high quality to avoid warping.

Electrical:

1. Customer is to provide 230Volt Single -Phase power supply with fused lockable disconnect (with auxiliary contact) on a dedicated circuit and a 120 volt power supply with a fused lockable disconnect on a dedicated circuit in the machine room

Machine Room:

1. Machine room is to be located as close as possible to hoistway and have a light and GFI receptacle.

Structural:

1. Structural engineer to ensure that building and shaft will support all loads imposed by the lift equipment.
2. Per ASME A17.1-2000 rule 5.3.1.7.2 the clearance between the hoistway doors or gates and the hoistway edge of the landing sill shall not exceed 3 inches. The distance between the hoistway face of the landing door or gate and the car door and gate shall not exceed five inches.

In the event of any conflict between these specifications and the shop drawings, the shop drawings shall prevail.