

ANF GROUP, INC.

Issue: Vertical accessibility to second floor offices.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to three second floor offices and a file storage area in an office/warehouse building. The project is a \$35,000 alteration, and the applicant submitted quotes of \$43,150 (equipment only) and \$73,410 for complete elevator installation. There are no toilet facilities on the second floor and accessible toilets are available on the accessible first floor.

Project Progress:

The project is complete.

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.

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: ANF Group, Inc

Address: 12277 SW 55 St, Suite 901

Cooper City, FL 33330

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: Alberto Fernandez, President

Applicant's Address: 12277 SW 55 St, Suite 901, Cooper City, FL 33330

Applicant's Telephone: (954) 693-9900 FAX: (954) 693-9901

Applicant's E-mail Address: jflores@anfgroup.com

Relationship to Owner: Owner

Owner's Name: (same as above)

Owner's Address: _____

Owner's Telephone: _____ FAX _____

Owner's E-mail Address: _____

Signature of Owner: Alberto Fernandez

Contact Person: Janet Flores, Administrative Assistant

Contact Person's Telephone: (954) 449-1610 E-mail Address: jflores@anfgroup.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.)

Office/Warehouse Flex Space
Interior Buildout has 2 floors
5,335 Square Feet Total

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

\$35,000

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.

City of Cooper City is requiring vertical access to the 2nd floor.
The cost of providing this is prohibitive, there are no public
areas to the 2nd floor. Only owners go to that area,
utilizing the stairs for access.

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

Issue

1: _____

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.

ANF Group, Inc has been in the existing space for over 7 years. Before occupancy, the city allowed us to renovate + create office space on the 2nd floor to be used by owners with no requirement for elevator.

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

Creation and installation of elevator cannot be afforded at present time.

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.

Attached quotes from Thyssenkrupp Elevator and Kone Elevator.
Also attached is a quote for the construction of the elevator shaft.

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. Attached quotes from Thyssenkrupp Elevator and
Kone Elevator as well as cost of building elevator shaft.

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 CITY PERMITTED THE OFFICES FOR EXCLUSIVE USE OF
THE EXECUTIVES 7 YEARS AGO BUT NOW WANTS AN ELEVATOR. ^{CONT. BELOW}

Sam Engel Jr. SAM ENGEL JR.
Signature Printed Name

Phone number 954.791.4810

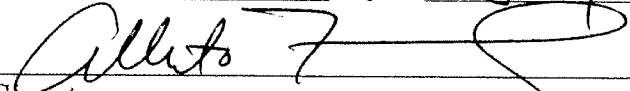
(SEAL)

AT THIS TIME, LOCATING AN AREA ON BOTH FLOORS WHERE THE ELEVATOR COULD GO IS VERY INCONVENIENT FOR A DISABLED PERSON TO ACCESS. IN ADDITION THE COST IS WAY OUT OF PROPORTION TO THE WORK BEING DONE. SEJ

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 8th day of July, 2009


Signature

Alberto Fernandez
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 undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

this space reserved for recorder

- 1. Legal Description of Property: Lot _____ Block _____ Unit # _____ Bldg # _____ Lengthy legal attached
Subdivision / Condominium: _____
Street Address if available: 12277 SW 55 ST, Ste 901, Cooper City, FL 33330
- 2. General description of Improvement: Interior Renovation
- 3. a. Owner name and address: SPG Cooper City LLC 1600 SE 17 ST Causeway Ste 200
b. Interest in property: owner Ft. Lauderdale, FL 33316
c. Name and address of fee simple titleholder (if other than Owner): owner
- 4. a. Contractor name and address: ANF Group Inc. 12277 SW 55 ST #901, Cooper City FL
b. Contractor's phone number: 954 693 9900 33330
- 5. a. Surety name and address: n/a
b. Surety's phone number: _____
c. Amount of bond: \$ _____
- 6. a. Lender name and address: n/a
b. Lender's phone number: _____
- 7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:
Name: ANF Group Inc.
Address: 12277 SW 55 ST #901, Cooper City, FL 33330
b. Phone number: 954 693 9901
- 8. a. In addition to himself or herself, the Owner designates ANF Group Inc. 12277 SW 55 ST #901, Cooper City, FL 33330 to receive a copy of Lender's Notice per Section 713.13(1)(b), Florida
b. Phone number of person or entity designated by owner 954 693 9900
- 9. Expiration date of notice of commencement: _____
(the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager

By *Kenneth Moyer* By _____
 Print Name Kenneth R Moyer Print Name _____
 Title/Office Secretary - Treasurer Title/Office _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of March, 2009

By Kenneth Moyer

Individually, or as _____ for _____

Personally known, or produced the following type of identification: _____

Signature of Notary Public: *Tina M Goodman*
 Print Name: Tina M Goodman
 (SEAL)

VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.



Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager who signed above:

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.

08-00346

- a. 04/01/08 REVIEW ATTACHED
- b. 04/10/09 REVIEW ATTACHED
- c. 08/10/09 COMMENTS ATTACHED

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 OWNER IS A GENERAL CONTRACTOR AND IS KNOWLEDGABLE IN THE CODES, RECOMMEND DENIAL OF WAIVER

Jurisdiction CITY OF COOPER CITY, FL BROWARD COUNTY

Building Official or Designee [Signature]
Signature

ANTHONY J. RUSSO
Printed Name

BU 0000792
Certification Number

954 434 4300 / 680 1439
Telephone/FAX

Address: P.O. Box 290910
COOPER CITY, FL 33329-0910

City of Cooper City Building Division

V-PITS - PLAN REVIEW NOTES

Permit: 08-00346	Review Type: STRU
Reviewer: Tony	

Printed: 08/10/09 10:32:53

Status: W

Started: 08/10/09 00:00:00

Stopped: / / : :

Notice: / / : :

Reply: / / : :

Review Fee: 0.00

Notes:

08/10/2009 09:47:21 Added By: Tony Notes: Suite 901, 12277 SW 55 St, Cooper City, FL

Application for Accessibility Waiver
Vertical Accessibility to Second Floor
2004 FBC

Second floor area+ 1338 S.F.
Second floor Occupant load as per designer =13
Occupancy B

Original permit (1999) was for tenant build-out with a mezzanine. Work without permits was discovered during a yearly fire inspection. Upon submission and review of this work and original plans this reviewer determined due to the size, lack of open area and occupancy load that this area is a second floor not a mezzanine. Egress, clearances(FBC 11-4.13.6), vertical accessibility(FBC 11-4.1.6, 4.1.6(1)(k)(ii) and (4.1.6(iii))), area of rescue(FBC 11-403.11.5) are required.

Tony Russo
Assistant Building Official

City of Cooper City Building Division

V-PITS - PLAN REVIEW NOTES

Permit: 08-00346 Review Type: STRU

Reviewer: Tony

Printed: 08/10/09 08:55:26

Status: F

Started: 03/28/08 00:00:00

Stopped: 04/01/08 00:00:00

Notice: / / : :

Reply: / / : :

Review Fee: 0.00

Notes:

04/01/2008 08:18:24 AM Added By: Tony Notes: Rej

The second floor level was originally permitted as a mezzanine due to the fact that a second story is not permissible in this building.

To be a conforming mezzanine at least 2/3 of the unit area must be open area and at least one means of egress is required to exit directly to the exterior.

Therefore the warehouse walls installed after the original mezzanine construction is in violation and should not have been permitted. Your current application cannot be approved as it will infringe on the required open area.

PROCEDURES FOR RE-SUBMITTAL

A re-review will not be performed unless the following procedures are used.

- " Cloud plan corrections and reprint pages.
- " Remove and mark old pages void. Do not remove back page with stamps.
- " Return one set of void pages
- " Provide your written response to each critiqued item.
- " Submit at front desk in lobby with a correction/revision form.

CONTACT TONY @ 954 434 4300 X 264 OR IN PERSON DAILY BETWEEN 7:30 & 9:00 A.M. IN THE LOBBY WITH CODE OR CRITIQUE QUESTIONS.

CONTACT X 227 , 229 OR 279 FOR ALL OTHER INQUIRIES.

www.coopercityfl.org

City of Cooper City Building Division

V-PITS - PLAN REVIEW NOTES

Permit: 08-00346 Review Type: STRU
Reviewer: Tony

Printed: 08/10/09 08:58:22

Status: F

Started: 04/03/09 00:00:00

Stopped: 04/10/09 00:00:00

Notice: / / : :

Reply: / / : :

Review Fee: 0.00

Notes:

04/03/2009 08:48:35 AM Added By: Tony Notes: Reverted from 'W' to 'N'.

04/03/2009 09:13:59 AM Added By: Tony Notes: Rej

1.All permit applications are expired.

2.Vertical accessibility is required to the second floor.Chap 11-4.1.6 (1) (k) (ii). This can be achieved with a code approved ramp or platform lift.

3.Area of refuge - Alarm and signage.

4.Specify the new Suspended Ceiling in clerical room.

04/10/2009 08:49:34 AM Added By: Tony Notes: REJ

1. All applications have expired as per sec 105.3.5, .3.1 and .3.5.2. Renewal fees due.

2.. Provide the requirement to permanently identify fire and smoke walls as per SEC 7.12.5. Insure that all penetrations and joints are properly sealed with the appropriate U.L. approved materials as per code.

3.Specify on the plans the" 2007 FBC with Broward County Chap. 1" as the current design code.

4.Maneuvering clearances at doors that are not automatic or power assisted shall be as shown in figure 25. The floor or ground area within the required clearances shall be level and clear. (FBC 11-4.13.6)

5.Second floor constructed in 1999 without the required vertical accessibility.Please provide vertical accessibility as outlined in 11-4.1.6 (1).

6. Area of Rescue shall comply with 11-4.3.11.5 signage and communication.

NOTE: In addition to required inspections a letter of completion and acceptance shall be required from a Florida Professional Architect or Engineer.

CONTACT TONY @ 954 434 4300 X 264 OR IN PERSON DAILY BETWEEN 7:30 & 9:00 A.M. IN THE LOBBY WITH CODE OR CRITIQUE QUESTIONS.

CONTACT X 227 , 229 OR 279 FOR ALL OTHER INQUIRIES.



Pricing Proposal

Date: June 5, 2009

Project Name: ANF Group Inc., Office Renovation

Project Location: 12277 SW 55th St, Suite 901, Cooper City, FL 33330

The price for the construction of an elevator pit, and elevator shaft is \$80,000. This scope of work includes interior demolition of the existing slab, construction of a concrete elevator pit, an elevator ladder, required support beams, and masonry wall construction of the shaft to tie into the existing structure.

Thank you,

Mouji Linarez-Castillo

Director of Preconstruction

ThyssenKrupp Elevator



Construction Sales Department

May 28, 2009

ANF Group, Inc.
1277 S.W. 55th Street, Suite #901
Cooper City, FL 33330
Phone: (954) 693-9900
Fax: (954) 693-9901

Attn: Mouji Linarez-Castillo

Re: ANF Office Building

Dear Mouji:

ThyssenKrupp Elevator is pleased to provide you with the following quote in the amount of Forty Three Thousand One Hundred Fifty Dollars & 00/100 (\$43,150.00) to furnish and install one (1) ThyssenKrupp AMEE-21twin-post holeless oildraulic passenger elevator. This quote is based upon the attached scope sheet; "work not included sheet," and the following qualifications/clarifications:

I. QUALIFICATIONS/CLARIFICATIONS

1. We have quoted a 2100 lb. capacity.
2. We have quoted a speed of 95 FPM.
3. We have quoted 3'0" x 7'0" side-opening baked enamel hoistway frames and doors.
4. We have quoted standard cab interiors as described on the attached Scope Sheet.
5. We have quoted the elevator machine room to be located adjacent to the hoistway at the first floor.
6. We have quoted protection pads and hooks.
7. The schedule shall be agreed to in writing by both parties before becoming effective.
8. ThyssenKrupp Elevator will not be liable for liquidated or consequential damages.
9. ThyssenKrupp Elevator's price is valid for sixty (60) days from the date of bid submission.
10. A 35% deposit will be required upon execution of the contract.
11. ThyssenKrupp Elevator's quotation is contingent upon all of our work being performed during the normal working hours of the elevator trade.
12. All related work as included on the attached work not included form shall be performed by other trades.
13. ThyssenKrupp Elevator will proceed with manufacturing of the equipment only after complete approvals have been returned, as well as the fully executed contract.

ThyssenKrupp Elevator Corporation
2801 S.W. 15 Street
Pompano Beach FL 33069
Telephone: (954) 971-6500, (800) 683-8885
Fax: (954) 974-0668
E-mail: bob.greenwald@thyssenkrupp.com
Internet: www.thyssenkrupp.com

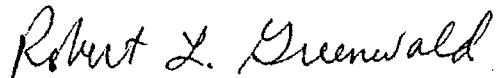
14. If re-inspection is required due to deficiencies by other trades, ThyssenKrupp Elevator will be reimbursed \$1,200 for re-inspection per elevator, as well as the cost of the additional inspector fees.
15. Contractor/Owner agree that in the event the project is delayed due to no fault of Subcontractor (ThyssenKrupp Elevator), Contractor/Owner shall reimburse Subcontractor for any additional costs, which may include remobilization fees, as well as any labor rate increases Subcontractor has incurred based on its collective bargaining agreement with The International Union of Elevator Constructors (IUEC).
16. Contractor/Owner shall supply ThyssenKrupp Elevator with suitable onsite storage, approximately 25' x 25' (per elevator), adjacent to the hoistway at the bottom landing. A charge of \$1,200.00 per elevator will be assessed to Contractor/Owner for any additional handling or re-transportation of the equipment required pursuant to this agreement. Further, in the event Contractor/Owner is unable to take possession of the equipment pursuant to the contract documents; ThyssenKrupp Elevator will assess Contractor/Owner a charge of \$500.00 per month, per elevator for offsite storage.
17. ThyssenKrupp Elevator's proposal is based on others providing adequate rail bracket support as required and based on factory recommended locations.
18. ThyssenKrupp Elevator's proposal is based on others providing a hoisting beam rated for at least 5,000 lbs. and with proper overhead clearance.
19. ThyssenKrupp Elevator's price is based upon utilizing an outside truck mounted well drilling rig. The price is subject to increase if an inside mounted well drilling rig must be furnished.
20. ThyssenKrupp Elevator's proposal is based on the Contractor providing the hoisting of our one piece jack and piston into the elevator hoistway at no cost to ThyssenKrupp Elevator. Normally this activity takes place prior to top out of the building structure. ThyssenKrupp Elevator will assist with manpower to help with coordination of hoisting and provide early delivery of the one piece jack and piston.
21. Tax Exempt or Owner Purchased Programs are acceptable, but the Tax Exempt Certificate, Change Order from the General Contractor, and the Purchase Order from the Owner must be submitted with the Initial Revision of the contract. Also, the Purchase Order must be made out to our factory's address. Please call for details. Unless the information is given in a timely manor, ThyssenKrupp has the option to waive the tax exempt and owner purchase program.
22. The elevator equipment quoted is not weather resistant. If elevator entrances are exposed to the elements water may intrude into the hoistway, damaging critical electrical components and causing premature rusting of steel components. The one year warranty does not cover damage or pre-mature rusting due to exposure to the elements. We highly recommend an enclosed vestibule on all landings, stainless steel entrances, and floors sloping away from the elevator entrance.
23. We have quoted the need for a crane for hoisting machine room equipment to the roof level with the crane to be furnished "by others".
24. We have included sill angles, pit ladder, permit fees, and sales taxes.
25. All flooring, patching, grouting, caulking and/or fire caulking "by others".

26. All contract documents subject to review and approve by TKE's contract administrator.

We thank you for the opportunity to furnish the above pricing for this fine project and hope you will call me with any questions at (954) 971-6500.

Sincerely,

ThyssenKrupp Elevator

A handwritten signature in cursive script that reads "Robert L. Greenwald".

Robert L. Greenwald

Cc: File

ANF OFFICE BUILDING

DESCRIPTION	One (1) ThyssenKrupp AMEE-21 Twin-Post Holeless
CONTROL	Oilhydraulic.
CAPACITY	2100 lbs.
SPEED	95 FPM
OPERATION	Microprocessor with two-way leveling
HOISTWAY SIZE	7'- 4" wide x 5'-9" deep
CLEAR INSIDE DIMENSION	5'- 8" wide x 4'-3" deep
TRAVEL	15'0"
VOLTAGES OR POWER SUPPLY	208 volts, 3 phase, 60 cycle
MACHINE LOCATION	First floor adjacent to hoistway.
STOPS	Two (2)
OPENINGS	Two (2) front, zero (0) rear.
HOISTWAY DOORS AND FRAMES	3'-0" wide x 7'-0" high. Side-opening. Baked enamel frames and doors with aluminum sills.
CAR ENCLOSURES	TKLP cab with plastic laminate covered side and rear walls, #4 stainless steel front return and door, #4 stainless steel 2" bar handrails on side and rear walls, fluorescent lights and exhaust fan above plastic diffuser panels, 8'0" overall cab with drop ceiling at 7'4", flooring is "by others" (not to exceed 3/8" thick).
SIGNALS	Illuminated car and hall pushbuttons. Position indicator in car. Car traveling lantern and gong. All finishes are #4 stainless steel.
SPECIAL FEATURES	Fireman's Service; All Handicapped Code Requirements; Pit Ladder; Sill Angles; Twelve (12) Months Maintenance; ADA Integral Phone; Protective Pads & Hooks; Emergency Battery Lowering.

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

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. A hoist beam with a capacity of 5,000 lbs suitably located. 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, lead 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. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances 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). The Contractor agrees to indemnify, defend and hold us harmless from any OSHA citations we may receive as a result of contractor's non-compliance with OSHA standards. 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 NEC. 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 FAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) 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 room 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.

Owner/General Contractor agrees to provide a 4' X 4' opening in the elevator hoistway overhead, at the request of the local field office.

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%.



Elevators Escalators

May 29th, 2009
ANF Group
12277 SW 55th Street, Suite 901
Cooper City, FL 33330
Fax: 954.693.9901

Attn: Mouji Linarez-Castillo

RE: ANF Office
Miami, FL

KONE Inc.
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Dear Mouji,

KONE Inc. is pleased to provide you with our quotation to furnish and install One (1) EcoSpace Gearless Traction Elevator for the above project. We quote a total net sum of **(\$73,410.00)** for all labor and material required for a complete installation. Our pricing includes all applicable taxes and is valid for a period of thirty (30) days. Our pricing is based upon the standard features, finishes, and dimensional requirements of the above mentioned product line, and the following clarifications:

Alternate #1: To change the elevator to a 2500# capacity, please add \$1,984.00 to the above price.

GENERAL CLARIFICATIONS

1. KONE assumes the contract terms, insurance terms, and construction schedules will be mutually agreeable between KONE and your firm (See Attachment A). In the event that this proposal will not serve as our binding agreement, progress on this scope of work (including but not limited to booking, engineering, submittals, manufacturing, installation, and warranty) cannot begin until the scope specific Subcontract is received with all referenced documents; including Schedules, Plans, Specifications, Addenda, Prime Contract (if referenced), General Conditions, and Scope of Work. A Letter Of Intent may be issued to hold the proposal price only for a mutually agreed upon period while documents are being prepared for submittal to KONE.
2. For items that are to be furnished and installed by your firm or by other trades please see Attachment B.
3. We will work 40 straight-time hours per week, excluding nationally recognized holidays. No overtime or premium-time work has been included in our base bid. Our standard wage rate as defined by the International Union of Elevator Constructors has been included.
4. Should KONE need to leave the jobsite once material has been delivered (due to the fault of others), a remobilization charge of \$2,500.00 per crew plus any tooling or equipment rental @ \$75.00 per day shall be paid to KONE via change order. In addition, KONE may not have the availability of manpower to remobilize the jobsite for up to six (6) weeks.



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5. Our bid is based on utilization of the contractor supplied forklift or crane to lift and set elevator equipment at no cost to KONE. We assume this work will be performed during our regular working hours.
6. Temporary use of the elevator equipment is not included in this proposal. Should the general contractor require temporary use of the elevators, we will require execution of KONE's Standard Temporary Use Agreement that includes monthly and refurbishment fees.
7. The elevator cab finished flooring (by others) must not be greater than 1/2" thick and 2 lbs. per square foot.
8. We assume the elevators will be installed in a Seismic Zone I territory. No special seismic provisions are included in our proposal.
9. All miscellaneous steel for divider beams and intermediate bracket supports are to be furnished and installed by others at the locations identified on the KONE Final Layouts.
10. All units have been priced with twelve (12) months of preventative maintenance services and a twelve (12) month warranty. Upon its expiration, additional extended maintenance and warranty can be provided as needed.

SITE ABSOLUTES

10. To assure a safe and efficient installation of the elevator(s), the following items must be completed, by others, prior to KONE's installation mobilization:
 - a) The hoistway, pit, and machine room/control space must be clean, dry, and constructed per the approved KONE final layout drawings. Rear and side walls must be completed (front opening only application) at the time the installation begins. Adequate support for entrance attachment points shall be required at all landings.
 - b) Adequate access for delivery of the elevator material, clean and dry storage space of not less than 10' x 20' per elevator adjacent to the elevator hoistway at the ground floor.
 - c) The hoistway must be plumb within +1"/-0" throughout the total hoistway height and in accordance with the approved KONE final layout drawings.
 - d) 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 per OSHA 29 CFR 1926.502. KONE Inc. will put back any barricades that are moved by our crews during elevator installation.
 - e) Permanent single and three-phase power must be available in the machine room/control space.
 - f) KONE will provide one (1) hoist beam per elevator that must be located & installed by others per the approved KONE final layout drawings. All supports required for the beam(s) are to be furnished and installed by others. The hoist beam shall be capable of supporting the load requirements noted on our shop drawings.
 - g) Provide two (2) lifeline attachments at the top, front of each hoistway. Each must be capable of withstanding a 5000# load per OSHA 29 CFR 1926.502 and/or any applicable codes.
 - h) Applicable work areas must have adequate lighting.
 - i) Finished floor marks, which are visible from the hoistway openings at all landings.



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PROJECT SPECIFIC CLARIFICATIONS

11. Our bid is based upon KONE performing 100% of the installation labor in 2009. If the elevator installation is delayed due to others, and will negatively affect the above mentioned schedule, then KONE will be compensated for all applicable labor escalation.

12. The proposed elevators will be in accordance with the following details:

- Quantity: Two (2)
- Capacity: 2000#
- Speed: 150 fpm
- Landings: Two (2)
- Openings: Two (2) inline
- Travel: 15'-0"
- Operation: Simplex Operation
- Clear Hoistway Size: 7'-4" width x 6'-0" front to back.
- Pit: 5'-0"
- Clear Overhead: 13'-0"
- Controller Location: Integral in front wall at the top landing
- Hoistway Entrances: 3'-6" clear width x 7'-0" clear height
- Type & Finish: KONE standard AMDY® knockdown entrance assemblies finished in #4 brushed stainless steel.

- Cab Enclosure: KONE standard 8'-0" tall cab with flush plastic laminate walls. In addition, we will provide a round handrail for the rear wall finished in #4 brushed stainless steel and a ceiling with fluorescent lighting.

- Signal Fixtures: KONE Inc. KSS370 fixture line, one (1) car direction lantern will be mounted in the car doorjamb. One (1) car operating panel with a digital car position indicator, fire fighter phase II recall and a standard ADA compliant phone have been included.

LEADTIME SCHEDULES

<u>Item/Process</u>	<u>Leadtime</u>
Drawings:	1 week
Approval:	2 weeks*

After receipt of approved drawings...

Manufacture: 10-14 weeks



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Shipping:
Installation:

1 week
Mutually agreed upon

- * Length of approval time depends on G.C./Architect's actual review time
- ** ***Per elevator...jobsite mobilization to be based upon a mutually agreed upon delivery date and all KONE Site Absolutes completed by others in accordance with this date.***

Thank you for the opportunity to submit our proposal for this project. We look forward to joining your construction team. If you should have any questions, comments or concerns, please do not hesitate to call me.

Sincerely,

KONE Inc.



Andy Montross
KONE
Sales Manager

Accepted by: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

This proposal, including Attachments A&B, when accepted by you and countersigned by an officer of KONE Inc., will be the entire agreement of the parties. This proposal, if accepted on any other form or document or if the terms are amended, shall not be binding on KONE Inc. unless countersigned in writing by an officer of KONE Inc.

Approved by – KONE Corporate Officer _____



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Bid Attachment "A": KONE Inc. General Terms and Conditions

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE unless it is in writing and is signed by an authorized KONE officer. KONE shall not release equipment for manufacturing prior to execution of a contract by both parties.

2. SPECIAL PURCHASING REQUIREMENTS

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our proposal.

3. VALIDITY OF QUOTATION

The Proposal shall be open for acceptance within the period stated in the Proposal, or when no period is stated, for a period of thirty (30) days from the date of the Proposal.

4. WORK AND SERVICES NOT INCLUDED

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer. Temporary use of the equipment may be granted, if required by contract, provided the use period allows adequate time for equipment restoration for final delivery. Temporary use will be invoiced separately per the KONE Temporary Use Agreement and is subject to payment terms indicated in Part 7 of this document. The Customer shall assume all risk of temporary use and operation, supply its own operator and, at the end of the temporary use period, return the equipment to KONE in "like new" condition. Specific noise ratings cannot be guaranteed, due to the different building characteristics and ambient noise levels. Platform runtime may be granted for straight-time or overtime use in accordance with KONE's standard billing rates for additional work. Time for this use is outside of the elevator installation durations and shall constitute a time extension from any schedules previously agreed upon if not performed on overtime.

5. PRICE

Under no circumstances shall KONE be responsible for material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. Labor costs included are valid only as shown in the "Project Specific Clarifications" section of this proposal listed above.

6. INSTALLATION



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The work shall be performed during regular I.U.E.C. working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order. The installation will start only after the site is ready and the Customer has completed all the KONE site requirements. If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall store and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

7. PAYMENT TERMS

Payments are due 30 days from invoice date, based on work progress as follows:

25% of contract value for Engineering, Site Management, Project Overhead, billable and due at the receipt of the letter of intent or subcontract.

50% of contract value for Material and Shipping, billable and due at the delivery of the equipment.

25% of contract value for Equipment Installation, billable and due at the billing cycle following the start of our installation.

KONE reserves the right to delay and/or suspend the work and services, including manufacturing, delivery, installation and/or final turnover of the equipment, for non-payment. Simple interest at 1.5% per month will be charged on amounts not paid when due. In states requiring notice prior to filing a lien, this notice requirement is deemed satisfied through this paragraph.

Prior to equipment turnover, KONE must be paid in full, less 10% maximum retention, the contract value including all change orders. Additionally, prior to turnover KONE requires a signed Final Acceptance Form and receipt of a Final Consolidated Punchlist for the project from all parties.

8. PROPERTY RIGHTS

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made. The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier.

9. WARRANTY

KONE warrants the materials and workmanship of the equipment for one (1) year after acceptance.

Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

10. LIABILITY LIMITATION

The Customer agrees to indemnify, defend and hold harmless KONE from any loss, damage or claim for damages or injuries, including death, connected with the use or operation of the Equipment. Should damage occur to KONE material or work on the premises, where work is to be or is being performed, by fire, theft or otherwise, the Customer is to compensate KONE for said damages. KONE's obligation to defend, indemnify and hold Customer harmless shall be limited to the extent a claim for damages or injuries results from KONE's negligent acts or omission or willful misconduct, but not the negligent acts or omissions or willful misconduct of others. KONE will not name any party as additional insured to their policy. In lieu of any additional insured requirement, KONE will provide an Owner's and Contractor's Protective Liability Policy which lists the Contractor as named insured and will remain in effect until KONE's work is completed and accepted by the Owner. Limits to be \$1,000,000.00.

11. DAMAGES

KONE shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages. KONE's liability under any circumstances shall be no more than 5% of the Proposal value of the equipment concerned.



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12. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim or delay due to any cause beyond KONE's control including, but not limited to, acts of government, strikes, lockouts, work interruption or other labor disturbance, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God.

Bid Attachment "B": KONE Inc. Work By Others

Purchaser to provide the following in accordance with code requirements:

General

1. KONE shall be responsible for materials movement it deems needed specifically for its work scope. Should others impact and/or direct KONE to double handle and/or move its material once initially delivered and staged, KONE shall be reimbursed for time and material impacts via change order.
2. KONE will attempt to protect its work in place until ultimately accepted by the owner. KONE's protection is limited to reasonable methods of protection while actively onsite. In the event of vandalism and/or damage to KONE's material and/or equipment that can be attributed to others, the Purchaser will compensate KONE for said damages, following submission of a detailed breakdown of costs associated with stated damages, and then the Purchaser will back charge the likely responsible party or parties working in or around the material/equipment that was damaged.
3. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of the owner.
4. Provide any cutouts to accommodate the elevator equipment.
5. If applicable, provide an emergency power transfer switch as required by KONE, Inc. for termination at the primary elevator control cabinet. For emergency power operation of simplex elevators, 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 is required. When multiple elevators are "grouped" with regard to their operation, emergency power for at least one elevator in each "group" of elevators will be sufficient, due to the availability of sequencing the elevators within each group.

Hoistway

6. For proper equipment operation, the machine space at the top of the hoistway must maintain a temperature between 41° F. [5° C] and 104 ° F [40° C]. The hoistway must be properly vented per code requirements. Maximum allowed humidity is 95% non-condensing.
7. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway and not spanning further than allowable by the governing code authority. When maximum bracket span is exceeded additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be extended to meet the proper dimension.
8. An I-Beam, provided by KONE, must be installed in the elevator hoistway overhead per the KONE final layout drawings.
9. If applicable, provide partitions in between common hoistways.
10. If guide rail brackets are to attach to steel, all brackets must be installed prior to applying fireproofing to the steel.
11. Any projection greater than 2" [50.8mm] (4" [101.6mm] if ASME A17.1 2000/CSA B44 2000 apply) must be beveled at an angle not less than 75° from horizontal.
12. If concrete block wall construction, refer to the approved KONE Final Layout Drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE Final Layout Drawings. Insert type must be approved by KONE. Concrete masonry units shall conform to ASTM C 90 per IBC 2000 code section 2103.1 and have a minimum compressive strength of 1500 psi per IBC 2000 code section 2108.7.4.1. Mortar shall conform to ASTM C 270 per IBC code section 2103.7 and a minimum compressive strength of 2000 psi is required. Grout shall conform to ASTM C 476 per IBC 2000 code section 2103.10 and a minimum compressive strength of 2000 psi is required.
13. Each landing to be suitably prepared for entrance sill installation with grouting done after sills are installed.
Note: Traditional Angle or concrete sill support is not



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required.

14. Cutting and patching required for installing hall push buttons, signal fixtures and sleeves.
15. Provide for any repairs such as grouting, patching and painting made necessary by such cutting.
16. Provide suitable lighting for machine space with switch conveniently located inside the hoist way on strike side of top landing door.
17. If control space is located remote from the elevator hoistway top landing: Provide a 16"x16" fire-rated, lockable access panel in top landing hoistway wall for EACH elevator. Provide a light fixture, with guards, in or above the Remote Access Panel; providing an illumination level equal to, or greater than, that required by A17.1 2000/CSA B44 2000, or applicable version

Pit

18. Convenience outlet to be GFCI protected.
19. A legal pit, dry and reinforced to sustain vertical force. All vertical forces detailed on KONE final layout drawings are two times the static loads.
20. Sump pumps located within the pit may not interfere with the elevator equipment.
21. A light fixture with guards and an illumination level equal to, or greater than, that required by A17.1 2000/CSA B44 2000, or applicable version.
22. Pit ladder of non-combustible material extending from pit floor to 42" above the sill of lowest landing. Pit Ladder is supplied by KONE unless otherwise noted on the layout drawings. Locate per KONE.

Control Space

23. All electrical equipment shall be provided in accordance to NEC, NFPA 70 (NEC) Article 620 and/or applicable local code. Canadian applications shall be provided in accordance to Canadian Electrical Code, C22.1 Section 38 and/or applicable local code.
24. A legal control space with adequate access. For proper

equipment operation, the temperature in the control space must maintain between 41° F. [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

25. If applicable, the access door must be secured against unauthorized access, self-closing, self-locking and operable from the inside without a key.
26. If control space is adjacent to the hoistway, provide sleeves in the common wall per sheet 3 of the KONE Layouts.
27. If control space is adjacent to the hoistway, provide adequate access doors located per sheet 3 of the KONE Layouts.
28. A single means of disconnecting all ungrounded main power conductors by an enclosed external operable fused motor circuit switch or circuit breaker, lockable in the open position. Branch circuit wiring including building ground conductor from the electrical disconnect to the elevator control cabinet. The disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
Note: If a circuit breaker is to be provided, in lieu of fusetrons, an adjustable time delay style with a one standard size larger rating is recommended.
Note: If battery powered rescue device is required the abovementioned disconnect must have a NC auxiliary contact that is positively opened mechanically.
29. Suitable lighting with light switch located within 18" of strike jamb side of machine room access door.
30. Separate GFCI protected 20-amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to elevator signal controller for car lighting.
31. A dedicated telephone line terminating at the primary elevator control cabinet.
32. Convenience outlet to be GFCI protected.

