

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: AIA Burrito Works
Address: 608 S ocean shore blvd, FLAGLER BEACH
Florida 32136

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: Nicolas Kimball
Applicant's Address: 1702 S - CENTRAL AVE
Applicant's Telephone: 904/472-0304 FAX: (386) 693-4324
Applicant's E-mail Address: NICOLAS KIMBALL @ GMAIL.COM
Relationship to Owner: SAME
Owner's Name: AIA Burrito WORKS INC
Owner's Address: 1702 - S CENTRAL
Owner's Telephone: 904/472/0304 FAX 386-693-4324
Owner's E-mail Address: Nicolas Kimball @ gmail.com
Signature of Owner: Nicolas J Kimball
Contact Person: As Above Nicolas Kimball
Contact Person's Telephone: 904/472-0304 E-mail Address: Nicolas Kimball @ gmail.com

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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.)

Restaurant 1906 sq/ inside single story

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

~~\$25,000~~ \$60,000.00

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.

Issue

1. The Accessibility Requirement in F.S 553.509 Are Cost Prohibitive For my planned Addition

Issue

2. My existing Restaurant is Fully Accessible For the disabled in all 1st Floor Areas, including ocean views.

Issue

3. THE Addition of a 42'x18' Deck is less than the cost of Access Lift.

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.

- The Ocean Location Has extreme Salty ~~Conditions~~ Conditions, which will greatly reduce life of Lift

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

\$47,000.00 for lift plus shaft costs.

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.

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. Daytona Elevator \$47,600. plus shaft.

b. ~~XXXXXXXXXX~~, ~~XXXX~~, ~~XXXX~~

c) Thyson Kluff - \$137,000

c. Upson Construction \$60,000

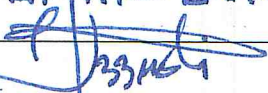
Krupa & Joe Moore Home remodeling \$55,000

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.

REASON WHY WAIVER IS NECESSARY: THE ACCESSIBILITY REQUIREMENTS CONTAINED IN F.S. 553.509 ARE BASED UPON DISPROPORTIONATE

COSTS FOR THE PLANNED BUILDING ADDITION FOR A POST & BEAM OPEN AIR DECK STRUCTURE. ALSO THE SAME SERVICES ARE PROVIDED AT THE LOWER GROUND LEVEL.

Signature



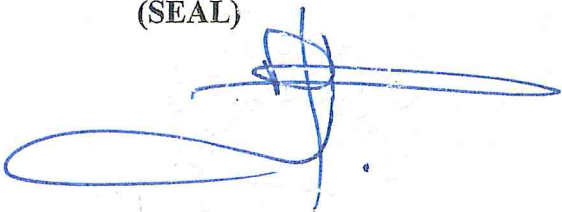
Printed Name

JOSEPH D. POZZOLI, AR., ID., ICA

Phone number

386-439-5690

(SEAL)



CERTIFICATION OF APPLICANT:

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

Dated this 27 day of December, 2011

Nicolas J Kimball #
Signature

NICOLAS J. KIMBALL II
Printed Name

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



REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.

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

- a. Florida Statute 553.509 Vertical Accessibility
- b. F.B.C. 2007 Edition section 11-4.1.4 Accessible Building-Additions
- c. _____

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

Yes [] No Cost of Construction \$17,544 Miscellaneous Services for Elect. Repairs HVAC Replacement, Roof Repairs and Hood suppression system.

Comments/Recommendation Recommend Approval based on Disproportionate Cost and The same services are provided on The lower level.

Jurisdiction City of Flagler Beach

Building Official or Designee *[Signature]*
Signature

Richard McFadden
Printed Name

Bcd 491
Certification Number

386-871-8544 / 386-517-2016
Telephone/FAX

Address: 116 S. Third St. Flagler Beach, Fl. 32134

FLAGLER COUNTY

1769 East Moody Blvd.
Building 2
Bunnell, FL 32110
Building Department

For Inspections, Call INSPECTIONS 386-313-4090 OFFICE 386-313-4002

PERMIT

Confirm. #: 492

COMM. BUILDING ADDITION

PERMIT #: 2010080138 PERMIT TYPE: CA ISSUED DATE: 08/26/2010 BY: CPR03
JOB DESCRIPTION: FLAGLER BEACH - INTERIOR DEMOLITION
JOB ADDRESS: 608 S HIGHWAY A1A

BLOCK: 0013 LOT: 090 SUBDIVISION #: - WWP (2X fee): N
ADDR NBR: 60985 FOLIO NBR: 12-12-31-4500-00130-0090
OWNER NAME: A1A BURRITO WORKS INC JURISDICTION: 2100

FLOOD ZONE: FLOOD ELEV: FLOOD MAP: INSP AREA:
PROJECT:
APPLICANT: WILLIAM R UPSON TYPE: CONTRACT JOB PHONE: (386) 671-2968
DBA: WILLIAM R UPSON CERT NBR: 6757 JOB FAX: (386) 671-2939

SETBACKS
FRONT: REAR: LEFT: RIGHT:
FCC CODE: 816 RESTAURANT
SQFT: 0 JOB VALUE: \$ 10,000.00 #UNITS: 0 #FLOORS: 0 #BLDGS: 0
TIFF #: ROW NBR: PLAN NBR:

ADDITIONAL INFO:

IN ACCORDANCE WITH APPLICATION ON FILE IN THIS OFFICE CONCEALED WORK MUST BE SHOWN BEFORE BEING COVERED.

NOTICE: In addition to the requirements in this permit, there may be additional restrictions applicable to this property that may be found in the records of this jurisdiction, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies. FS:553.79(10)

A permit expires if work has not commenced within six(6) months of being issued or if there is no inspection activity for a period of six(6) months per Standard Building Code requirements, "PERMITS" section.

This permit issued by order of Building Official.

Owner/Contractor

Date

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

FLAGLER COUNTY

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Building 2
Bunnell, FL 32110
Building Department

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PERMIT

Confirm. #: 548

MISCELLANEOUS

PERMIT #: 2010120067 PERMIT TYPE: MP ISSUED DATE: 06/08/2011 BY: CPR04
JOB DESCRIPTION: FLAGLER BEACH - TRUSS REPAIR, DRYWALL, FRAMING, HURRICANE STRAPS, LAM BEAM
JOB ADDRESS: 608 S OCEANSHORE BLVD

BLOCK: 0013 LOT: 090 SUBDIVISION #: -
ADDR NBR: 60985 FOLIO NBR: 12-12-31-4500-00130-0090 WWP (2X fee): N
OWNER NAME: A1A BURRITO WORKS INC JURISDICTION: 2100

FLOOD ZONE: FLOOD ELEV: FLOOD MAP: INSP AREA:

PROJECT:
APPLICANT: WILLIAM R UPSON TYPE: CONTRACTC JOB PHONE: (386) 671-2968
DBA: WILLIAM R UPSON CERT NBR: 6757 JOB FAX: (386) 671-2939

SETBACKS
FRONT: REAR: LEFT: RIGHT:
FCC CODE: 437 NON-RES. ADDIT., ALTER., ETC.
SQFT: 0 JOB VALUE: \$ 35,000.00 #UNITS: 0 #FLOORS: 0 #BLDGS: 0
TIFF #: ROW NBR: PLAN NBR:

ADDITIONAL INFO:

IN ACCORDANCE WITH APPLICATION ON FILE IN THIS OFFICE CONCEALED WORK MUST BE SHOWN BEFORE BEING COVERED.

NOTICE: In addition to the requirements in this permit, there may be additional restrictions applicable to this property that may be found in the records of this jurisdiction, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies. FS:553.79(10)

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Daytona Elevator

440 Spring Forest Drive
New Smyrna Beach, FL 32168

(phone) 386.423.7226
(fax) 386.427.4763
info@daytonaelevator.com
www.daytonaelevator.com

November 14, 2011

Burrito Works, Inc.
608 S. Ocean Shore Blvd.
Flagler Beach , FL 32136
Mr. Nicolas Kimball

Job Name : Burrito Works
Job ID : 8343
Manufacturer Model : Canton Tradesman Elevator

Dear Mr. Kimball ,

Thank you for considering Daytona Elevator for your commercial elevator project. Enclosed are your Quote and Contract Agreement.

Daytona Elevator provides factory trained technicians with years of experience installing commercial and residential elevator products. As a single source solution provider, we will install, service and carry the warranty.

Daytona Elevator agrees to furnish all labor, material, services and equipment necessary to install the equipment listed in this quote as per the plans and specifications listed for the amount shown on the Quote (attached hereto). All relevant state permits and installation inspections required during the building process are included in the quoted price. Annual Certificate of Operation inspections are not included.

Yours truly,

Leonard P. Abraham
Daytona Elevator
407-595-8947 Cell
407-574-7695 Office



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New Smyrna Beach, FL 32168

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QUOTE

Canton Tradesman

\$47,628.00

Contractor Information

Company : Burrito Works, Inc.
Address : 608 S. Ocean Shore Blvd.
C/S/Z : Flagler Beach , FL 32136
Name : Mr. Nicolas Kimball

TYPE	COMMUNICATION DATA
Mobile	904-472-0304
Email	nicolaskimball@gmail.com

Job Site Information

Job Name : Burrito Works
Address : 608 S. Ocean
C/S/Z : Flagler Beach , FL 32136

Quote Date : November 14, 2011
Quote ID : 8343
Sales Rep. : Len Abraham

SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT
Manufacturer Model	Canton Tradesman Elevator	
Stops:	2	
Travel	12'	
Cab Style:	Flat Panel	
Cab Finish:	Finished	
Wall Panels :	Metal and Plastic	
Cab Size:	6' 8" X 4' 3"	
Cab Height:	84"	
Ceiling Finish :	Thermoclear	
Ceiling Style :	Plastic Eggcrate	
Ceiling Lights :	Four Lights	
Handrail :	Stainless Steel	
Telephone Box :	Brushed Stainless	
Operator Panel :	Brushed Stainless (Standard)	
Hall Stations :	Brushed Brass (Standard)	
Gate Detail :	None Required	
Speed :	50 FPM	
Capacity :	2500 lbs.	
Warranty :	A One Year Parts and One Year Labor	
Other :	Includes additional Ball Valve and Victaulic Fitting	
QUOTE TOTAL :		\$47,628.00

NOTE A: Measured Plans and Drawings Provided. All work required to comply with ANSI 18.1.

NOTE B: **THIS QUOTE IS VALID FOR 30 DAYS. Acceptance of this bid requires a deposit.**

NOTE C: ITEMS TO BE DONE BY OTHERS:

1. Hoistway must be plumb, square and meet plan specifications.
2. Electrical disconnects must be provided as shown on plans.
3. Location of electrical components as shown on plans.
4. Telephone jack if shown on plans.



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AGREEMENT

Canton Tradesman

\$47,628.00

Contractor Information

TYPE

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Address : 608 S. Ocean Shore Blvd.
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Job Site Information

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Address : 608 S. Ocean
C/S/Z : Flagler Beach , FL 32136

Quote Date : November 14, 2011
Quote ID : 8343
Sales Rep. : Leonard Abraham

This Agreement is entered into this day, the _____ of _____, 2010 by and between **Daytona Elevator** and **Burrito Works, Inc.** hereafter referred to as the Builder.

Daytona Elevator agrees to furnish all Labor, Material, Services and Equipment necessary to install the equipment listed in this quote as per the plans and specifications listed for the amount shown on the Quote (attached hereto). All relevant state permits and installation inspections required during the building process are included in the quoted price. Annual Certificate of Operation inspections are not included.

TERMS

Total Price of this Contract without options is :

\$47,628.00

1. A deposit of 10% is required to provide Engineering & Plans and to hold the price quoted for a period of six(6) months or until the end of the calendar year whichever is sooner.

\$4,762.80

2. An additional draw of 60% will be required prior to ordering the equipment.

\$28,576.80

3. Upon the completion of the installation, 28% of the total contract value will be due and payable; the final 2% of the total contract will be due after the unit passes inspection satisfactorily.

\$13,335.84

\$952.56

If any or all Options are selected for this unit, the total contract price will be adjusted to reflect the changes. The progress payments due at each stage of production will change in amount not percentage.

Attached to this quote is Addendum "A" which outlines the details of the services Daytona Elevator will or will not provide under this quote.

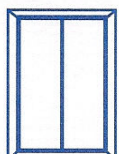
Note : **A One Year Parts and One Year Labor** Limited Warranty is Included.

For Daytona Elevator

Date

For Burrito Works, Inc.

Date



Daytona Elevator

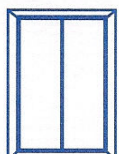
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ADDENDUM 'A'

Page 1 of 2 v 7/09

1. Each elevator or dumbwaiter shall be considered a separate job for all purposes and will have a separate S.O. #, job name and warranty. Time is of the essence; therefore Daytona Elevator (DE) will coordinate with the Builder when to order and schedule the installation of the equipment.
2. All Change Orders shall be in writing and signed by both parties prior to start of said work. The Contractor shall provide supervision, qualified to process Change Orders during the installation. Daytona Elevator reserves the right to charge for delays caused by the contractor or his sub contractors.
3. DE will assist the Builder through the construction stage and will supply a complete set of plans to aid in the construction of the shaft. The Builder shall provide the elevator shaft way free of any debris and in conformance with the manufacturer's plans. DE will inspect, upon request from the Builder, the shaft way at the conclusion of the construction stage to ensure the shaft way is constructed properly. An elevator installation requires normal access to every floor with no impedence from other contractors' work.
4. The Builder is responsible to meet the requirements of the elevator shaft and electrical required per the manufacturer's plans provided and the local code authority having jurisdiction. Variations must be approved in writing.
5. Daytona Elevator shall furnish all labor, materials, equipment and certified supervision necessary to construct or perform the elevator installation according to the manufacturer's plans.
6. On commercial contracts requiring Florida Bureau of Elevator Safety state permits and inspections, DE will procure the necessary installation permit and arrange for a Certified Inspector to complete the Certificate of Operation inspection. In the event that the elevator does not pass the initial inspection due to improper or incomplete work provided by others (electrical or other Builder provided subcontracted work) an additional charge of \$200.00 will be assessed to cover the re-inspection and additional labor charges associated with that re-inspection.
7. Daytona Elevator shall control the manner and method of completing its work and directing its employees, and shall at all times, be considered an independent contractor and not an employee or agent of the General Contractor.
8. Daytona Elevator shall be responsible for and pay any and all taxes, contributions, fees and similar expenses imposed directly or indirectly for its work, labor materials and services required by or relating to this agreement. DE shall comply with all Federal, State & Local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of this contract.
9. Daytona Elevator shall maintain Worker's Compensation Insurance and Comprehensive General Liability Insurance through out the term of this agreement and will provide a certificate naming the Builder as additional insured's. Failure to maintain these insurances shall be deemed a material breach allowing the Builder to terminate this contract. Both parties retain all right allowed under the State Laws that are applicable.
10. Daytona Elevator may not subcontract or assign this contract without the written consent of the Builder.



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ADDENDUM 'A'

Page 2 of 2 v 7/09

11. Daytona Elevator will take all the necessary precautions to protect the Owner's property and the finished work of all other trades, and will be responsible for correcting any damage incurred through its negligence.

12. Daytona Elevator will be responsible to clean the work area at the end of the shift each day and deposit trash in the Builder-provided dumpster. Large items shall be returned to DE unless Builder requests them to remain. Hazardous waste shall be returned for proper disposal.

13. Within the first 90 days of the owner taking possession of the elevator, Daytona Elevator will provide the owner with a walk through demonstration of their particular elevator. The demonstration will include but is not limited to the advantages of their particular model, proper working use, safety features and service requirements. Any fine adjustments may be made at this time at no cost to the owner.

14. A payment of 10% is required for each unit to provide manufacturer's drawings, assist the builder, and guarantee the price set forth on the attached estimate for a period of six (6) months or December 31, 2011 which ever comes first, unless otherwise agreed.

15. A payment of 60% of the total contract cost of each unit is required prior to placing an order into production unless otherwise agreed. Upon the receipt of the 60% payment, Daytona Elevator assumes all liability of equipment purchased from suppliers and shall hold harmless any material liens from said suppliers.

16. Upon installation of each elevator, the remaining balance of the contract, including any change orders, is due in full, provided Daytona Elevator can demonstrate to the Builder or his agent that the elevator is in proper working order. Items to be provided by others, but not completed (to include, but not exclusively, doors, trim, phone lines or permanent power) shall not hold up payments to DE. The elevator may not be used until payment has been received.

17. Daytona Elevator will endeavor to accommodate the Builder with their internal invoices other than the standard DE invoices. If DE is unable to comply, it will be deemed the responsibility of the Builder to complete their internal invoices.

18. Payment to Daytona Elevator is not to constitute or imply acceptance of any portion of its work.

19. Daytona Elevator reserves the right to charge the maximum allowable interest on all balance due amounts over 30 days including retainage if applicable. Unpaid invoices over 30 days may constitute a material breach of this contract and suspend all work including warranty items and labor. Arbitration decisions shall not be binding on either party and may not be used in any court of law.

20. In the event of contrary discrepancies, this document shall be primary.



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November 14, 2011

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Mr. Nicolas Kimball

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Daytona Elevator
407-595-8947 Cell
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QUOTE

Canton Tradesman

\$47,628.00

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Cab Size:	6' 8" X 4' 3"	
Cab Height:	84"	
Ceiling Finish :	Thermoclear	
Ceiling Style :	Plastic Eggcrate	
Ceiling Lights :	Four Lights	
Handrail :	Stainless Steel	
Telephone Box :	Brushed Stainless	
Operator Panel :	Brushed Stainless (Standard)	
Hall Stations :	Brushed Brass (Standard)	
Gate Detail :	None Required	
Speed :	50 FPM	
Capacity :	2500 lbs.	
Warranty :	A One Year Parts and One Year Labor	
Other :	Includes additional Ball Valve and Victaulic Fitting	
QUOTE TOTAL :		\$47,628.00

NOTE A: Measured Plans and Drawings Provided. All work required to comply with ANSI 18.1.

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2. An additional draw of 60% will be required prior to ordering the equipment.

\$28,576.80

3. Upon the completion of the installation, 28% of the total contract value will be due and payable; the final 2% of the total contract will be due after the unit passes inspection satisfactorily.

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\$952.56

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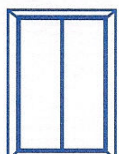
Note : **A One Year Parts and One Year Labor** Limited Warranty is Included.

For Daytona Elevator

Date

For Burrito Works, Inc.

Date



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ADDENDUM 'A'

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1. Each elevator or dumbwaiter shall be considered a separate job for all purposes and will have a separate S.O. #, job name and warranty. Time is of the essence; therefore Daytona Elevator (DE) will coordinate with the Builder when to order and schedule the installation of the equipment.
2. All Change Orders shall be in writing and signed by both parties prior to start of said work. The Contractor shall provide supervision, qualified to process Change Orders during the installation. Daytona Elevator reserves the right to charge for delays caused by the contractor or his sub contractors.
3. DE will assist the Builder through the construction stage and will supply a complete set of plans to aid in the construction of the shaft. The Builder shall provide the elevator shaft way free of any debris and in conformance with the manufacturer's plans. DE will inspect, upon request from the Builder, the shaft way at the conclusion of the construction stage to ensure the shaft way is constructed properly. An elevator installation requires normal access to every floor with no impedance from other contractors' work.
4. The Builder is responsible to meet the requirements of the elevator shaft and electrical required per the manufacturer's plans provided and the local code authority having jurisdiction. Variations must be approved in writing.
5. Daytona Elevator shall furnish all labor, materials, equipment and certified supervision necessary to construct or perform the elevator installation according to the manufacturer's plans.
6. On commercial contracts requiring Florida Bureau of Elevator Safety state permits and inspections, DE will procure the necessary installation permit and arrange for a Certified Inspector to complete the Certificate of Operation inspection. In the event that the elevator does not pass the initial inspection due to improper or incomplete work provided by others (electrical or other Builder provided subcontracted work) an additional charge of \$200.00 will be assessed to cover the re-inspection and additional labor charges associated with that re-inspection.
7. Daytona Elevator shall control the manner and method of completing its work and directing its employees, and shall at all times, be considered an independent contractor and not an employee or agent of the General Contractor.
8. Daytona Elevator shall be responsible for and pay any and all taxes, contributions, fees and similar expenses imposed directly or indirectly for its work, labor materials and services required by or relating to this agreement. DE shall comply with all Federal, State & Local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of this contract.
9. Daytona Elevator shall maintain Worker's Compensation Insurance and Comprehensive General Liability Insurance through out the term of this agreement and will provide a certificate naming the Builder as additional insured's. Failure to maintain these insurances shall be deemed a material breach allowing the Builder to terminate this contract. Both parties retain all right allowed under the State Laws that are applicable.
10. Daytona Elevator may not subcontract or assign this contract without the written consent of the Builder.



Daytona Elevator

440 Spring Forest Drive
New Smyrna Beach, FL 32168

(phone) 386.423.7226
(fax) 386.427.4763
info@daytonaelevator.com
www.daytonaelevator.com

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11. Daytona Elevator will take all the necessary precautions to protect the Owner's property and the finished work of all other trades, and will be responsible for correcting any damage incurred through its negligence.

12. Daytona Elevator will be responsible to clean the work area at the end of the shift each day and deposit trash in the Builder-provided dumpster. Large items shall be returned to DE unless Builder requests them to remain. Hazardous waste shall be returned for proper disposal.

13. Within the first 90 days of the owner taking possession of the elevator, Daytona Elevator will provide the owner with a walk through demonstration of their particular elevator. The demonstration will include but is not limited to the advantages of their particular model, proper working use, safety features and service requirements. Any fine adjustments may be made at this time at no cost to the owner.

14. A payment of 10% is required for each unit to provide manufacturer's drawings, assist the builder, and guarantee the price set forth on the attached estimate for a period of six (6) months or December 31, 2011 which ever comes first, unless otherwise agreed.

15. A payment of 60% of the total contract cost of each unit is required prior to placing an order into production unless otherwise agreed. Upon the receipt of the 60% payment, Daytona Elevator assumes all liability of equipment purchased from suppliers and shall hold harmless any material liens from said suppliers.

16. Upon installation of each elevator, the remaining balance of the contract, including any change orders, is due in full, provided Daytona Elevator can demonstrate to the Builder or his agent that the elevator is in proper working order. Items to be provided by others, but not completed (to include, but not exclusively, doors, trim, phone lines or permanent power) shall not hold up payments to DE. The elevator may not be used until payment has been received.

17. Daytona Elevator will endeavor to accommodate the Builder with their internal invoices other than the standard DE invoices. If DE is unable to comply, it will be deemed the responsibility of the Builder to complete their internal invoices.

18. Payment to Daytona Elevator is not to constitute or imply acceptance of any portion of its work.

19. Daytona Elevator reserves the right to charge the maximum allowable interest on all balance due amounts over 30 days including retainage if applicable. Unpaid invoices over 30 days may constitute a material breach of this contract and suspend all work including warranty items and labor. Arbitration decisions shall not be binding on either party and may not be used in any court of law.

20. In the event of contrary discrepancies, this document shall be primary.

Joe Moore Home Remodeling Services
3401 John Anderson
Flager Beach Florida 32136
(386) 503 2738

Client Address:
608 South Ocean Shore Blvd
Flager Beach Florida 32136

Scope of work:

Ext Renovations:

Build Deck	\$35,000.00
Remove debris	\$500.00
Paint	\$2,000.00
Roof Cleaning	\$500.00
Repair Lentels	\$2,500.00

Interior Renovation:

Demolition and removal	\$4,500.00
Int Paint	\$1,500.00
Drywall	\$2,000.00
Bar	\$3,000.00
Replace 2 doors on west side of building	\$1,000.00
Land scaping includes (3) palms (12) 7 gallon plants	\$2,000.00

Total cost

\$54,500.00



New Installation Proposal

Date: December 21, 2011
Purchaser: Crestwood Nursing Home
Address: 501 S Palm Ave.
City/State/Zip
: Palatka, Florida 32177

Job Location: Crestwood Nursing Home
Job Address: 501 S Palm Ave.
City/State/Zip: Palatka, Florida 32177

Proposal Summary:

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote One Hundred Thirty Seven Thousand Three Hundred Forty One and no/100 Dollars (\$137,341.00) 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 preliminary survey and discussion and the general intent of the bid letter which serves to further clarify the basis for the above price. This quote is valid for 30 days.

Alternates (valid only up to contract award):

1. Enter alternates, or 'No alternates exist for this proposal.'

Clarifications to Architectural Plans dated _____ and Specifications Section _____ :

- 1.

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 a fully executed subcontract agreement, including any attached amendments, along with payment for pre-production and engineering prior to the release of the elevator equipment for fabrication. An invoice equal to 40% of the above quoted price representing pre-production and engineering costs will be provided for your convenience upon acceptance of this proposal.

If you have any questions or concerns, please do not hesitate to contact me at (904) 334-9074. We appreciate your consideration.

Sincerely,

Ben Garrett

New Equipment Sales Representative
c/o ThyssenKrupp Elevator
6942 Philips Pkwy Dr. S.
Jacksonville, FL 32256
ben.garrett@thyssenkrupp.com

SCHEDULE OF EQUIPMENT

Elevator Description: engineered hydraulic passenger elevator

Control: TAC 32

Capacity / Speed: 4000lbs / 150 fpm

Drive: HOLE-LESS - TWIN POSTTELESCOPIC three stage telescopic

Car Platform Size: 5'-5" wide by 4'-11" deep (based on preliminary survey at ground level)

Car Inside Clear: 5'-3" wide by 4'-3" deep nominal

Hoistway Minimum Clearance: existing 7'-1" wide by 5'-7" deep at ground level

Pit Depth: Existing

Overhead Clear Minimum: Existing

Travel: 22'-8' estimated from preliminary survey. actual to be determined

Power Supply: 480Voltage / 3 phase / 50 HP Motor

Machine / Control Location: REMOTE at ground floor

Stops / Openings: 3 Stops / 3 Front Openings / 1 Rear Openings

Hoistway Door Type / Size: 3'10"w X 7'-0"h TWO SPEED
Frame Finish: #4 STAINLESS, Door Finish: #4 STAINLESS

Sill: EXTRUDED ALUMINUM

Door Operation: Micro-processor controlled, DC controlled

Signals: ThyssenKrupp SIGNA 4 fixtures: main car-station with
DISCRETE position indicator, and Braille markings,
CAR RIDING LANTERN, Hall Position Indicators

Car Enclosure: Cab Wall Type: TKLP- FLAT LAMINATE WALLS ON PARTICLE BOARD
Cab Height: 8' NOMINAL
Reveals: NONE
Front & Transom: #4 STAINLESS with integral swing return
Car Door: #4 STAINLESS
Ceiling: SUSPENDED WITH PLASTIC GRID DIFFUSER
Ceiling Finish & Lighting: POWDER-COAT FRAME, FLOURESCENT
Sill: EXTRUDED ALUMINUM
Handrails: #4 STAINLESS, 1 1/2" CYLINDRICAL 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,

Miscellaneous Information: Solid State reduced voltage starting included, non proprietary controller

New Installation Maintenance: THREE (3) MONTHS

General Terms and Conditions

1. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.
2. This proposal is based on the following payment terms:
 - a. Forty percent (40%) 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. Fifty percent (50%) shall be due and payable when the material has been received at the TKE warehouse. Receipt of payment is required prior to mobilization of labor.
 - c. ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed pursuant to this agreement until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full contract amount including change orders and less retainage as outlined in the contract. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
3. In no event shall TKE be responsible for consequential, indirect, incidental, exemplary, and special damages.
4. Should liquidated damages be mutually agreed upon, a TKE schedule will be incorporated as an exhibit of the contract which will specify Purchaser milestones and a TKE work schedule. In no event shall TKE's liability for damages arising out of this agreement exceed 5% of the agreement amount.
5. Overtime/additional / expedited work will be performed at the following rates and only after receipt of an executed Change Order:
6. **This proposal/pricing is only valid for labor performed through December 31st, 2012**

Work Not Included

TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded.

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 hoistway(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.

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 will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, TKE is authorized to warehouse the equipment at the TKE warehouse at Purchaser's risk and expense. 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 \$100.00 per calendar day for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

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

TKE includes one mobilization to the jobsite. 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.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground. For a synergy machine room-less installation, the top of the hoistway shall not be installed until after the hoist machines can be set in place with a crane (provided by purchaser). Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

TKE will be responsible for cleanup of elevator packaging material, however, composite cleanup participation is not included.

Unless required by specification, there are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Temporary use shall be agreed to in accordance with the standard TKE Temporary Use Agreement. Cost for temporary use of an elevator shall be \$50 per calendar day per hydraulic elevator and \$75.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500 per elevator. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

OSHA compliant removable barricades are to be provided by others prior to installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall.

Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.

TKE shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include 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. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator

shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

TKE shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized 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.

Maximum wall thickness for elevator door frame is 12.5". Purchaser must specify this thickness on the layout approvals.

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.

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 hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the TKE sill support shall be furnished and installed by others as detailed on the TKE layouts.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

For synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

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 others 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 hoistway shall be provided by others.

The Purchaser will provide a temporary 220 VAC - 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.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

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.

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.

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.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

The cab floor shall have a 3/8" recess and 50# weight allowance for finish flooring furnished and installed by others.

Additional for Hydraulics Only:

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. Methane barriers or coordination/access are not included and are to be engineered and installed 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.

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.

Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by TKE.

Upson Enterprises Inc. 1370 N US Highway 1 # 206 Ormond Beach, FL 32174-8908	
(386) 527-5533	
Client Address: 608 South Ocean Shore Blvd Flager Beach Florida 32136	
Scope of work:	
Build Deck	\$47,000.00
Stucco	\$5,000.00
Bar	\$3,500.00
Replace doors	\$2,000.00
Paint	\$2,500.00
Landscape	\$1,500.00
Total Cost	\$61,500.00