

**Department of Community Affairs  
FLORIDA BUILDING COMMISSION  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100**

**NOTICE TO WAIVER APPLICANTS**

Please make certain you comply with the following:

- C The person submitting the waiver request application as the Applicant **MUST** sign the application. Should you fail to do so, your application will be returned.
- C If a licensed design professional (architect or engineer) has designed the project, his or her comments **MUST** be included as a part of this application.
- C Be as explicit as possible. The more information provided to the Florida Building Commission, the more informed its decisions can be. If you are claiming financial hardship, please specify why and to what degree.
- C If at all possible, **PLAN TO ATTEND the Accessibility Advisory Council and the Florida Building Commission meetings**. Sometimes pertinent facts are inadvertently omitted, or information provided/presented in the Request for Waiver application is not clear. Your attendance at the meetings to answer questions will enhance the possibility of the waiver being approved, since the Council and the Commission will receive the most complete information – from you. When we receive the completed application, we will send you a notice of the time, date, and place for both the Council and the Commission meetings.

Enclosed is a **List of Required Information** and the **Request for Waiver** application.







If you have any questions or would like additional information, please call the Codes and Standards Section at (850) 487-1824.

**Please mail this application to the Department of Community Affairs at the address above. As well as a hard copy, please include a copy of the application and drawings or plans on a CD in PDF format. NOTE: Please do not send CAD files, but rather scan the CAD files and save as a pdf. Must be in Microsoft Compatible format.**

**NOTE: Failure to submit electronically will not have any bearing on whether your petition is heard by the Commission, however, electronic filing will facilitate the Commission's movement toward utilizing CD technology to display the waiver application and attached floor plans to the Counsel and Commission.**

This application is available in alternate formats upon request.

**LIST OF REQUIRED INFORMATION:**

1.  Drawings that will clearly present your project and that identify the issue(s) that relate to the waiver you are requesting. As a minimum, the following drawings must be submitted:
  - a. Project site plan
  - b. 24" x 36" minimum size drawings
  - c. Building/project sections (if necessary to assist in understanding the waiver request)
  - d. Enlarged floor plan(s) of the area in question
2.  One set of reduced scale (11" x 17") versions of the drawings submitted in item one above.
3.  One set of overhead transparencies (8 1/2" x 11") of the drawings submitted in item one above. When numerous features are shown on the drawings, please designate the location of the waiver items by highlighting or outlining in color the affected areas.
4.  When substantial financial cost of compliance is alleged, supporting cost estimates with quotes from at least two vendors or contractors and catalog information.
5.  If you feel photographs and/or renderings are necessary for your presentation, provide 40 legible color photocopies of the photographs and/or renderings. If color photocopies of photographs are provided, use a minimum size of 4" x 6" photographs with a maximum of two photographs per photocopied page.
6.  Please submit a hard copy of this application to the Department of Community Affairs. PLEASE NOTE: Although not required by Rule 9B-7, F.A.C., in addition to the hard copy please include a copy of the application and drawings or plans on a CD in PDF format.

**General Information:**

a. **Equipment:** A CD projector is provided at the Accessibility Advisory Council and Florida Building Commission meetings. Any other equipment necessary for your presentation, such as an overhead projector, TV/VCR, slide or LCD projectors, etc., is the responsibility of the applicant.

b. **Verbal Descriptions:** Presentations may be to sight or hearing impaired persons; visual presentations should consider adequate verbal and text descriptions of charts and pictures.

Your application will be reviewed by the Accessibility Advisory Council. You will have the opportunity to answer questions and/or make a short presentation **not to exceed 15 minutes**. The Council will provide recommendations to the Florida Building Commission. The Commission will review the application. You will have another opportunity to answer questions and /or give a short presentation **not to exceed 15 minutes**. The Commission will consider all information and the Council's recommendation before voting on the waiver.

This application is available in alternate formats upon request.

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**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: HAUTE HEADZ SALON

Address: 1950 THOMASVILLE ROAD, TALLAHASSEE FL 32303

**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: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Applicant's E-mail Address: \_\_\_\_\_

Relationship to Owner: \_\_\_\_\_

Owner's Name: Betton Place Partners, LTD

Owner's Address: 1018 Thomasville Road, Suite 200A, Tallahassee, Fla 32303

Owner's Telephone: 850-224-2300 FAX 850-425-1114

Owner's E-mail Address: beverly@talcor.com

Signature of Owner:  \_\_\_\_\_ E. Edward Murray, Jr.

Contact Person: Beverly Hayes, Property Manager

850-224-2300

Contact Person's Telephone: 850-570-3584 E-mail Address: beverly@talcor.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.)

Building area per floor: 7,200 SF; Number of floors in building: 2; Area of renovation +/- 3,450 SF

Use of building: Hair Salon (Type B Occupancy)

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

Per permit valuation - \$50,000.00

**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.

The platform has (6) washing station - if occupied by more than (5) persons and open to the public we must seek to obtain a waiver from the FBC per the Tallahassee building department.

Note there is a washing station on the ground level accessible to all.

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

**Issue**

1: Section 553.509 FL Statutes

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**Issue**

2: Florida Accessibility Code Chapter 4 (402 and 403)

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**Issue**

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

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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.

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

A lift and modifications to the existing platform would have to be installed at a cost of \$12,269.00. The burden of these expenses could effect whether this struggling small business could efficiently relocate, open, and operate in this new space. Additionally, the floor/ceiling system above the dining area below may not be able to handle weight & loads of the req'd modifications in the salon.

[ ] 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.

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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. Vertical Accessibility: \$12,269.00, see attachment for proposals for ADA lift and additional electrical proposal.

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 following upgrades are already included in the project: a wheelchair lift from the sidewalk to the entry level, accessible ramp at the front door, hi-lo drinking fountain, door thresholds, and lever hardware. The cost of the included accessibility upgrades totals \$20,000 of a \$50,000 budget (40%). Additionally, no client services are offered on the raised platform that are not available on the main level of the salon.

Signature

Printed Name

Charles Camden Interiors, AIA

Phone number 950-942-1713 x301

(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 12<sup>th</sup> day of DECEMBER, 20 12

Signature

E. EDWARD MURRAY, JR.

Printed Name

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

## REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.

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

- a. The proposed alteration to the primary function area is regulated under Section 202.4, 2012 Florida Accessibility Code. The provisions of Section 202.4, including vertical accessibility, are applicable. Based upon 553.512 Florida Statutes, only the Florida Building Commission may grant waivers to the accessibility code.

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 ☐ [x] A review of City records indicates no building permit activity within the last three years at Suite P, 1950 Thomasville Rd, Tallahassee FL

**Comments/Recommendation** Except for attesting to the accuracy of the cost estimates as presented, to the best of my knowledge, all information stipulated herein appears to be true and accurate.

Jurisdiction City of Tallahassee

Building Official or Designee Robert S Tredik 12/11/12  
Signature

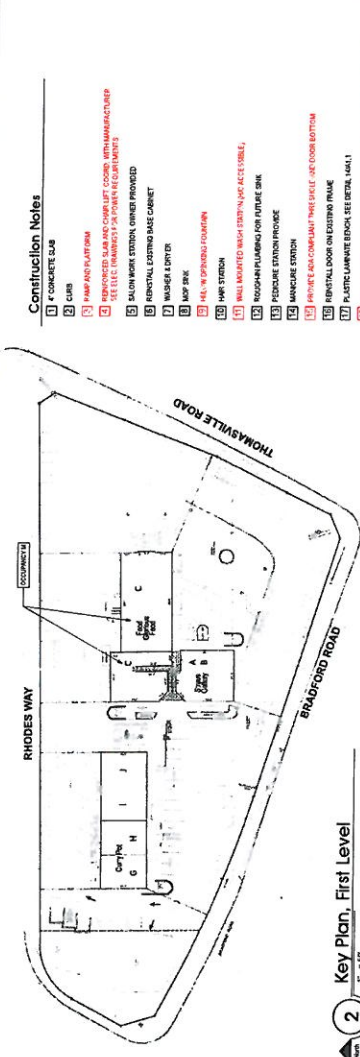
Robert S Tredik  
Printed Name

BU230  
Certification Number

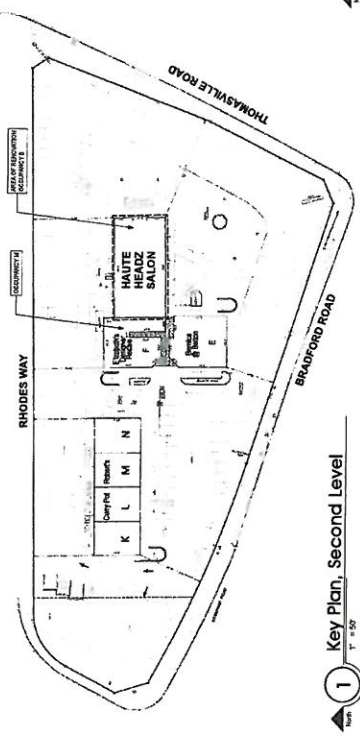
850-891-7071  
Telephone/FAX

Address: City Hall Box B28 Tallahassee FL 32301

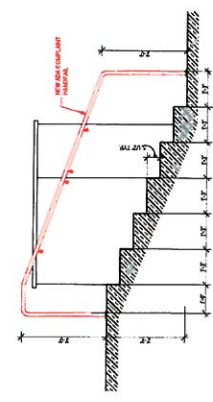




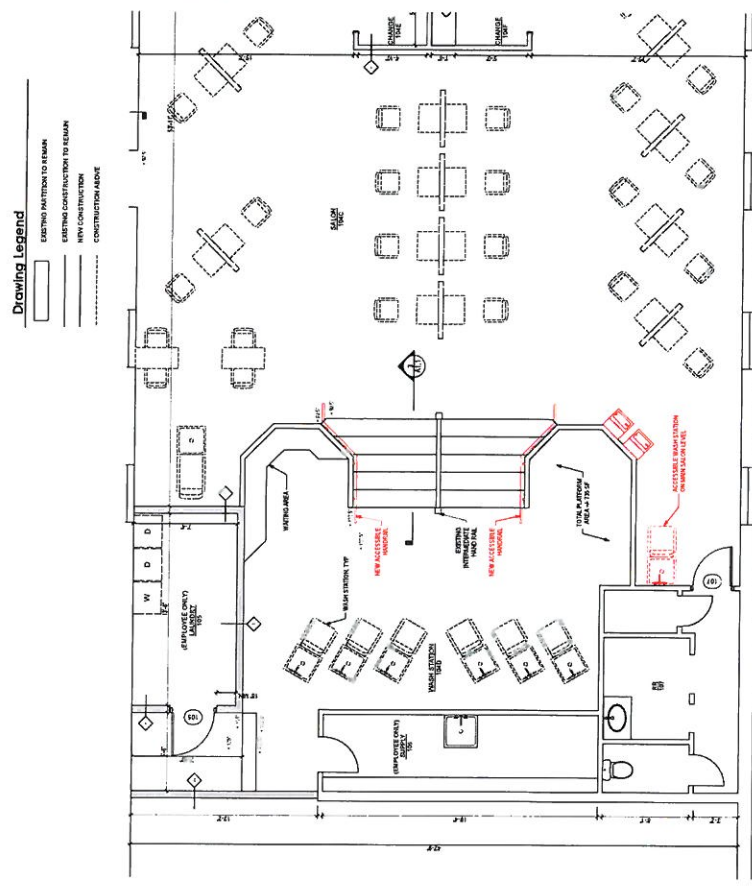
**1** Key Plan, First Level  
1" = 50'



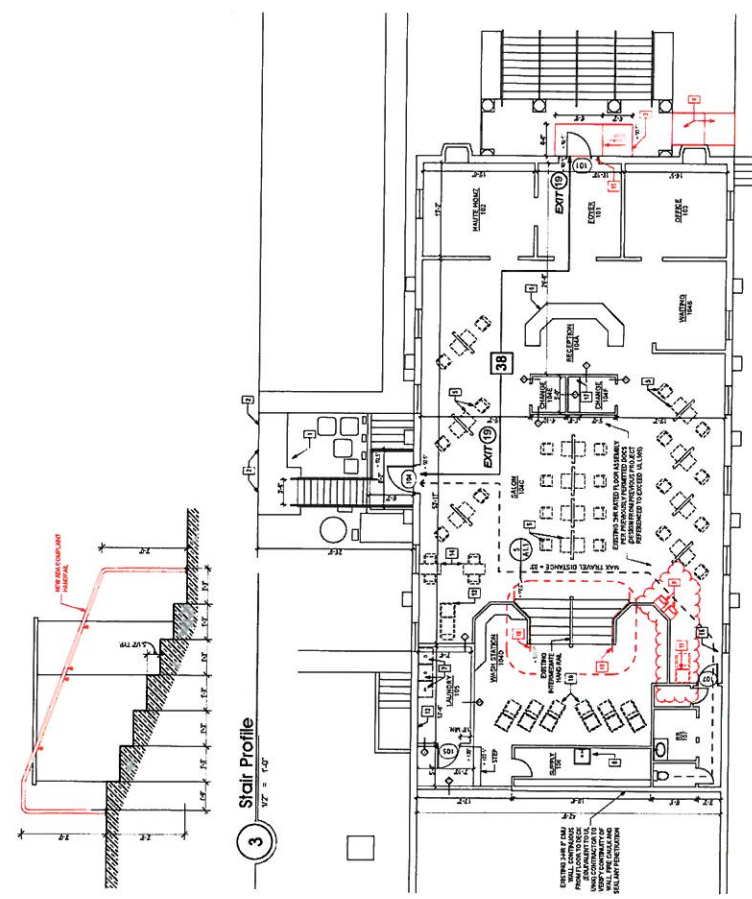
**2** Key Plan, Second Level  
1" = 50'



**3** Stair Profile  
1/2" = 1'-0"



**4** Enlarged Floor Plan  
1/8" = 1'-0"



**5** Architectural Floor Plan  
1/8" = 1'-0"

DATE	DESCRIPTION	DATE	REVISION	DATE	REVISION	DATE	REVISION
11/20/15	CONCEPT DESIGN	11/20/15	1	11/20/15	1	11/20/15	1
11/20/15	CONCEPT DESIGN	11/20/15	2	11/20/15	2	11/20/15	2
11/20/15	CONCEPT DESIGN	11/20/15	3	11/20/15	3	11/20/15	3
11/20/15	CONCEPT DESIGN	11/20/15	4	11/20/15	4	11/20/15	4
11/20/15	CONCEPT DESIGN	11/20/15	5	11/20/15	5	11/20/15	5
11/20/15	CONCEPT DESIGN	11/20/15	6	11/20/15	6	11/20/15	6
11/20/15	CONCEPT DESIGN	11/20/15	7	11/20/15	7	11/20/15	7
11/20/15	CONCEPT DESIGN	11/20/15	8	11/20/15	8	11/20/15	8
11/20/15	CONCEPT DESIGN	11/20/15	9	11/20/15	9	11/20/15	9
11/20/15	CONCEPT DESIGN	11/20/15	10	11/20/15	10	11/20/15	10

## Consent Agenda

Note: This form is to be used only for cases in which design documents are duplicates of previously approved waivers and the project can be placed on a Consent Agenda pursuant to Rule 9B-7.003(3), Florida Administrative Code.

I, \_\_\_\_\_, a licensed architect/engineer in the state of Florida, whose Florida license number is \_\_\_\_\_, hereby state as follows:

1. I am the architect/engineer of record for the project known as (name of project) \_\_\_\_\_, for which the Owner seeks a waiver of one or more accessibility requirements in an application to which this Certification is attached.

2. I hereby certify that to the best of my knowledge and belief to the Florida Building Commission that the design documents for the (insert project described in paragraph 1 above) \_\_\_\_\_ are the same as the design documents previously submitted to the Commission and referenced in paragraph 3 below, except that the two projects are built or to be built on different parcels of land at different locations.

3. The licensed design professional of record (identify the licensed design professional of record), \_\_\_\_\_, prepared the design documents for the project known as \_\_\_\_\_, for which the majority of the Accessibility Advisory Council recommended approval and the Commission granted a waiver of one or more accessibility requirements in Final Order No. \_\_\_\_\_.

Printed Name: \_\_\_\_\_ Affix certification seal below:

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Certification of Applicant for Replicated Designs to be Placed on Consent Agenda

Note: This form is to be used only for cases in which design documents are duplicates of previously approved waivers and the project can be placed on a Consent Agenda pursuant to Rule 9B-7.003(3), Florida Administrative Code.

I, \_\_\_\_\_, am applying for placement on the Consent Agenda pursuant to Rule 9B-7.003(3), Florida Administrative Code. I (check one of the following and complete blanks):

☐ am the owner of this Project (name of project) \_\_\_\_\_,  
and was the owner of the project known as \_\_\_\_\_,

☐ am the franchisee of this Project (name of project) \_\_\_\_\_,  
am under the same franchiser (name of franchiser) \_\_\_\_\_  
who was the franchiser of the project known as \_\_\_\_\_,

☐ am the licensee of this Project (name of project) \_\_\_\_\_,  
am under the same licensor (name of licensor) \_\_\_\_\_,  
who was the licensor of the project known as \_\_\_\_\_,

for which the majority of the Accessibility Advisory Council recommended approval, and the Florida Building Commission granted a waiver of one or more accessibility requirements in Final Order No. \_\_\_\_\_.

I hereby swear or affirm that the above information to the best of my knowledge is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Providing false information to the Florida Building Commission is punishable as a misdemeanor under Section 775.083, Florida Statutes.

# Access Lifts And Elevators Inc.

Access Lifts and Elevators Inc.  
Phone: 954 826-5438 Fax: 954-894-7707  
8362 Pines Blvd #380  
Pembroke Pines, Florida 33024



## PROPOSAL

**SUBMITTED TO:** Tom Kimmel  
Oliver Restorations  
401 Office Plaza Drive  
Tallahassee, Florida 32301  
Telephone: 850-386-6383  
Email: tkimmel@oliverrenovation.com

**REPAIRED BY:** Jim Jeschonek  
Access Lifts and Elevators  
Mobile: 561-602-7506  
Email: jim.jeschonek@gmail.com

**DATE:** 11/30/12

**PROJECT:** Hot Heads  
Tallahassee, Florida

**SCOPE:** This proposal is intended to cover the complete furnishing of one (1) VPC-UL-42 Vertical Platform Lift manufactured by Symmetry Elevator Solution Corp., and installed by Access Lifts And Elevators Inc. All work shall be performed in a workmanlike manner and shall include all work and material in accordance with the following as specified herein:

**PACKAGE TYPE:** 2-Stop; 36" x 54" platform

**MODEL NAME:** VPC-UL -42

**CONFIGURATION:** Straight Through

**COLOR:** Ivory

**TOTAL TRAVEL:** 42" To be field verified. Maximum travel 45".

**RATED LOAD:** 750 lbs.

**GATES:** Lower: Platform Gate with flip up ramp (there is no pit)

Upper: Gate

**DRIVE SYSTEM:** Ball Screw

**SPEED:** 10FPM

Communications: ADA phone included (phone line, provided by others)

**CALL SEND CONTROLS:** Keyed constant pressure controls at both landings & platform

. **PMA Contract is available** for an additional cost.



**POWER:** To be supplied by others:

- 115 VAC, 60 Hz, 20 amp lockable, fusible disconnect  
(Location to be determined by Access Lifts And Elevators Inc.).

**WARRANTY:** Manufactures warranty 4 year limited parts warranty on the basic unit, including all electrical and drive components.. We provide a ( 90) day labor warranty that runs from the date of completion of the work. Any work required will be completed during normal working hours and days. No overtime work is included. One (1) hour of round trip travel from our location is included in the warranty for each warranty trip needed in the first 90 days. All additional travel time will be billed at the normal billing rate. Warranties provided by us an the manufacture do not cover any parts or labor required as a result of misuse or vandalism or any other work performed by anyone other than Access Lifts and Elevators personnel. Access lifts will not under this warranty reimburse purchaser or the owner for the cost of work done by others.

This warranty is in lieu of any other liability for defects. Access Lifts and Elevators makes no warranty of merchantability and no warranties which extend beyond the description in this agreement, nor are there any other warranties, express or implied, by operation of law or otherwise.

**ACCEPTANCE OF INSTALLATION:** Delivery and installation of theVPC-UL-42 is by Access Lifts and Elevators Inc. All other work, including but not limited to pit requirement, structural support, landing preparation, and power supply, phone line to the unit is not the responsibility of Access lifts And Elevators. (Building permit or approval from local building authority is by owner.)

**PRICE:** We propose to furnish and install the equipment for Hot Heads Tallahassee Florida, VPC-UL 42 for the net sum of \$ **\$12,988.00**(TWELVE THOUSAND NINE HUNDRED AND EIGHTY EIGHT DOLLARS AND ZERO CENTS)

Includes sales tax, Permit and Inspection. .

**TERMS:**

Deposit required at point of sale (to issue engineered construction drawings) ....	\$ 3,896.00
First Progress Payment due upon release of unit to production .....	\$ 7,793.00
Final balance due upon completion of installation and inspection.....	\$ <u>1,299.00</u>
<b>Total:</b>	<b>\$ 12,988.00</b>

**ACCEPTANCE OF PROPOSAL:** The contract price, terms, specifications and conditions are satisfactory and are hereby accepted. Access Lifts And Elevators Inc. is authorized to proceed with provision of the equipment specified. I understand this order is subject to cancellation charges under the following schedule: 25% if cancelled prior to engineering work, 50% after engineering is complete, 70% if in production, and 100% if production is completed. All orders are subject to credit approval. We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. A monthly service charge of 1 ½ % will be due on all amounts not paid within 30 days. You also agree to pay, in addition to any defaulted amount plus service charges, all attorneys' fees, collection costs, or court costs in connection therewith.

This proposal is submitted for acceptance within **Thirty (30)** days from the date submitted by us.

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

DATE: \_\_\_\_\_ 20\_\_

Respectfully Submitted,  
Access Lifts and Elevators Inc.

BY: \_\_\_\_\_  
Purchaser – Signature – Title

BY: Jim Jeschonek  
Jim Jeschonek



**Proposal**  
**401 Office Plaza Drive - WC-5172**  
11/28/2012

<b>Vertical Lift and Accessibility, LLC</b> PO Box 1216 Avon Park, FL 33826 Toll Free (855) 685-2287 Info@whyclimb.com www.whyclimb.com	<b>Customer Information</b> Oliver Renovation Tom Kimmel 401 Office Plaza Drive Tallahassee, FL 32301 850-386-6383 850-325-1186	<b>Job Information</b> Tom Kimmel 401 Office Plaza Drive Tallahassee, FL 32301 850-656-7983 850-325-1186
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### Commercial Vertical Platform Lift

Model #: CPL400  
Tower Orientation: UNKNOWN  
Drive Power: 115 VAC @ 15 Amp grounded circuit  
Ramp: YES  
Platform Configuration: 36" x 54" (straight-through) with 42" high guard panels and grab rail / stationary ramp  
Controls: Keyed Call/Send Buttons Quantity: 2 Keys: 3  
Enclosure Application: Not Required  
Options: Top Landing Gate with EMI Interlock  
Options: Platform Gate with EMI Interlock  
Options: Alarm  
Options: Certificate Plates  
Options: In Case of Fire signs

**\$9,545.00**

### Permit and Inspection

**\$525.00**

### Shipping and Handling

**\$924.00**

### Terms

50% deposit and 50% at time of completion

### Deposit

\$5,497.00

**Contracted Price**  
**Grand Total: \$10,994.00**

**Customer Signature:**

**Date:**

**Sales Representative:**

**Date:**



**VERTICAL LIFT  
& ACCESSIBILITY, LLC**  
Why Climb When You Can Be Lifted

## Commercial Vertical Platform Lifts

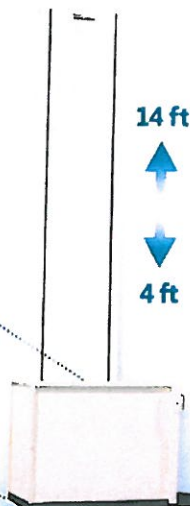
**Harmar**  
**HIGHLANDER**  
RESIDENTIAL AND COMMERCIAL VERTICAL PLATFORM LIFTS



Constant pressure controls  
with emergency stop



Bottom platform  
safety panel



Stationary  
ramp

### 4' - 14' Lifting Heights Available

- Motor and electrical box both located at the top of the tower to eliminate high water issues, and allow service without getting inside the tower
- Ability to unbolt the base to get the lift through small openings
- Gates with elevator style ESI/EMI UL approved interlocks - eliminating any possible code issues or interlock failures
- Plug in options to ease modifications in the field and assist with troubleshooting when required
- Battery powered option available

### DESCRIPTION

Harmar's all new Highlander Commercial Vertical Platform Lifts are manufactured to meet or exceed the most current safety design standards. The Highlander series was designed with precision and care to be an incredibly high quality, code compliant access solution. As with all Harmar lifts, the Highlander is simpler to install, easy to operate and virtually maintenance free for both indoor and outdoor use.

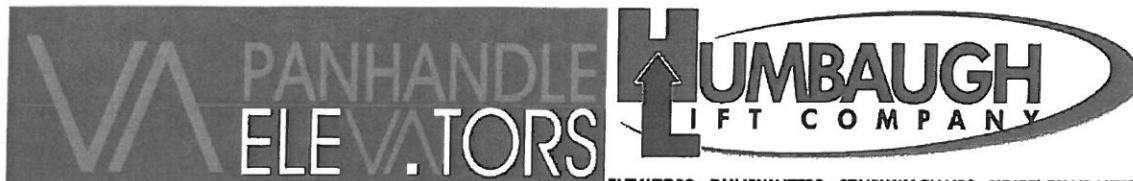
Lifting Height:	CPL400 53" / CPL600 77" / CPL800 101" / CPL1000 125" CPL1200 149" / CPL1400 171"
Rated Load:	750 lbs (340 kgs)
Drive:	Belt driven ball screw / 90 VDC ½ hp motor with brake
Power Supply:	115 VAC – 15 Amp grounded circuit
Control Circuit:	24 VAC
Platform:	36" x 54" (straight-through) with 42" high guard panels and grab rail / stationary ramp
Footprint:	49" x 54"
Speed:	10 FPM
Controls:	Constant pressure paddle switch with emergency stop (key switch optional) Device provided
Manual Lowering:	Device provided
Safety Design Standards:	Conforms to ASME STD A18.1 / ASME STD A17.5 / Certified to CAN/CSA STD B44.1 / ETL Listed
Safety Features:	Safety pan / Final limit Ball nut safety backup Non-skid surface
Warranty:	1-year parts

*Harmar Vertical Platform Lifts are designed to meet ANSI/ASME A18.1 Performance Safety Standards when properly equipped. While Harmar Vertical Platform Lifts meet national standards, it is imperative to check State and Local code requirements before installing to ensure compliance. All State and Local compliance is the responsibility of the purchaser. Some states may require fees for site preparation and permits. Harmar Vertical Platform Lifts should only be installed by a certified, professional Harmar installer. If the Vertical Platform Lift is installed by any other means, the purchaser and installer assume responsibility for issues that may arise involving improper installation.*



P.O. Box 1216, Avon Park FL, 32386  
Phone: 855-685-2287 • Email: [info@whyclimb.com](mailto:info@whyclimb.com)  
Visit Us Online: [www.whyclimb.com](http://www.whyclimb.com)





3173 Gulf Breeze Parkway, Gulf Breeze, FL 32563 · ph 850.207.8861 · fax 850.932.3726 · www.humbaughlift.com

12/3/12

**Purchaser:** Oliver Renovation/ CO Tom Kimmell

**Installation Location:** Haute Headz Salon.  
1447 Thomasville Rd  
Tallahassee, FL 32303

Panhandle Humbaugh Elevator is pleased to provide the attached proposal to perform the following described installation work at the above referenced location for the individual price of \$11,600.00 (eleven thousand six hundred dollars & 00/100)

**Lead Time on Fabrication:** 4-5 weeks.

**Scope of work:**

Furnish and install one (1), two (2) stop Harmar CPL 400 The elevator will be per the following details and specifications:

**Travel:** approx 42"

**Capacity:** 750 lbs

**Landings:** 2- 1 front, 1 rear, 0 side

**Overhead Clearance:** NA

**Pit Depth:** None

**Speed:** 10fpm

**Operation:** Ball and Screw for hoisting.

**Platform Size:** 34" w x 54" d

**Power required:** Single Phase 115VAC -20 Amp grounded circuit to be terminated within 6' of tower with fused disconnect.

**Cab:** standard size with 42" side walls.

**Car Control Panel:** Constant pressure paddle switch and emergency stop switch.

**Car Gate:** Manual operation (Right Hand)

**Top landing gate:** 36" opening Manual operation (Left Hand)

**Flooring:** Non skid surface

**Warranty:** Limited 24 month factory warranty included. (Does not include labor after 1<sup>st</sup> 6 months)



**Additional Clarifications:** Legal electrical, sufficient access and egress space at each landing per code.

**\*\*We have included a factory 24 month warranty in this proposal. Service requests will be answered at no charge during regular business hours. Emergency night and weekend service is available at our standard billing rates including travel time. This warranty does not include labor, or maintenance related service requests after the first 6 months.**

## **CONTRACT TERMS & CONDITIONS**

Purchaser's acceptance of this Contract together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This quote is valid for 60 days.

- Unless otherwise stated, you agree to pay as follows: 50% deposit upon signed acceptance, and 50% remaining balance due upon completion.
- Overdue Invoices: A service charge of 18% annually shall apply to overdue accounts past thirty (30) days. If you do not pay within sixty (60) days from the billing date, we may choose to do one of the following: 1) suspend all work until the amount due have been paid, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement.

\*Initial to accept payment terms. \_\_\_\_\_

- In consideration of Panhandle Humbaugh Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Panhandle Humbaugh Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection misuse, maintenance, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment.
- Warranty will begin at time of final acceptance of the elevator. If your job is delayed for over 3 months and the elevator has not been installed, or fully installed due to the delays of others, warranty may be reduced depending on the extent of the delay.

## **CONTRACT TERMS & CONDITIONS CONTINUED**

- We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.
- We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.
- Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
- All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or Humbaugh Lift Company on account thereof, by any law enacted after the date of this proposal.
- In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.
- Overdue Invoices: A service charge of 18% annually shall apply to overdue accounts past thirty (30) days. If you do not pay within sixty (60) days from the billing date, we may choose to do one of the following: 1) suspend all work until the amount

due have been paid, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement.

- It is Panhandle Humbaugh Elevator's policy not to turn over a lift to the customer until we have received proper payment(s). Payment from homeowner is not a condition of payment from the contractor to Humbaugh Lift Company.

#### **WORK NOT INCLUDED**

- Top landing- proper space to be removed from top landing handrail to accommodate gate for lift. (drawings will be provided)
- Suitable connections from the power main to each controller and signal equipment feeders as required, including the necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to the controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51)

Accepted:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dale Holmes

Title: \_\_\_\_\_

Panhandle Humbaugh Elevator

Date: \_\_\_\_\_

12/3/2012

*Please Note: Lift equipment is ordered when we receive this signed contract and Deposit.*

# PROPOSAL

**METRO ELECTRICAL SERVICES, INC.**  
**110-B HAMILTON PARK DRIVE**  
**TALLAHASSEE, FLORIDA 32304**  
**Phone:(850) 222-2804 Fax:(850) 222-2104**  
**Florida EC13004116 Georgia EN215834**

DATE: 11/1/2012

PROPOSAL SUBMITTED TO: Oliver Renovation & Construction

PHONE: 385-6382

ADDRESS: 3116 Eliza Road  
Tallahassee, FL 32308

JOB NAME: Haute Headz

JOB LOCATION: Tallahassee, Florida

ARCHITECT: N/A

We hereby submit specifications and estimates to:

Supply and install 1-Circuit, Disconnect, and make connection to new wheelchair lift on interior of the building.

Add \$1,275.00

We Propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of: **As specified above.**

Payment to be made as follows: Monthly draws based on percentage complete.

Authorized Signature: Justin Bozone

This proposal may be withdrawn by Metro Electrical Services if not accepted within 30 days.  
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. METRO ELECTRICAL SERVICES is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date