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:

X 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.

X 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.

X 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.

X 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:
Project site plan
24" x 36" minimum size drawings
Building/project sections (if necessary to assist in understanding the waiver request)
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 ½" 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 minute**s. 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 minute**s. 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.

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: KLKS, LLC (Byblos Office)

Address: 7175 SW 47 Street, Miami FL 33155 Suite 210

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: Kamal T. Farah

Applicant's Address: 7360 SW 116 Terrace, Miami FL 33156

Applicant's Telephone: 305.484.6666 **FAX:** 305.662.6609

Applicant's E-mail Address: ktfarah@byblosgroup.com

Relationship to Owner: Himself

Owner's Name: Kamal T. Farah

Owner's Address: 7360 SW 116 Tenace, Miami FL 33156

Owner's Telephone: 305.484.6666 **FAX** 305.662.6609

Owner's E-mail Address: ktfarah@gmail.com

Signature of Owner: Kamal Farah

Contact Person: Eduardo Pardo-Fernandez

Contact Person's Telephone: 305.300.7438 **E-mail Address:** eduardo@cds-ap.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.)

2,100 SF two-story tenant space within a construction type III-B, Business Occupancy, two-story building with 12,900 SF of total floor area (square footage). Tenant space is used as an Interior Design shop.

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

$29,430.00 (if Waiver is approved, otherwise $144,756.00)

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.

_____

_____

_____.

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

Issue

1: Vertical accessibility to Second Floor, as otherwise required by 2010 FBC Accessibility Sect. 201.1.1

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.

_____

_____

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

Alterations for providing an accessible path of travel to the Second Floor would exceed the cost of the project by more than 20%.

[✓] The owner has made a **diligent investigation** into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

See attached Cost Estimates, please.

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. Lowest documented cost for elevator as shown in attached cost estimates: $64,930.00

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.

Please see Memorandum with Comments

Eduardo Pardo-Fernandez

Signature **Printed Name**

Phone number 305.300.7438

(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 5th day of July, 2013

Signature

KAMAL T FARAH

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. FBC Accessibility applies - FBCA 201.1 Alteration, was carried out in violation of applicable permitting law.

b. FBCA 201.1.1 vertical accessibility shall be provided to all levels above and below the occupiable grade level that house more than five persons.

c. _____

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

[X] Yes [ ] No Cost of Construction Permit #2012004894 issued on 10/31/2011 for the legalization of a second floor at this space as a storage area and office with occupant load of five persons.

Comments/Recommendation I hereby recommend that waiver is denied.

Jurisdiction _____

Building Official or Designee _____
Signature

Charles Danger, P.E., Building Official
Printed Name

BU 000640
Certification Number

786-315-2332/786-3152929
Telephone/FAX

Address: 11805 SW 26 St., Miami, FL 33175

Certification of Licensed Design Professional 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,_____, 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):

9 am the owner of this Project (name of project) _____,

and was the owner of the project known as _____,

9 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_____,

9 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.

CHAPTER 2: SCOPING REQUIREMENTS

201 APPLICATION

201.1 Scope. This code establishes standards for accessibility to *places of public accommodation* and *commercial facilities* by individuals with disabilities. This code shall also apply: to state and local government *facilities* pursuant to Section 553.503, F.S.; to *private clubs* pursuant to Section 553.505, F.S.; and to residential *buildings* pursuant to Section 553.504(2), F.S., and the ADA Standards for Accessible Design. All new or altered *public buildings and facilities*, *private buildings and facilities*, *places of public accommodation* and *commercial facilities* subject to this code shall comply with this code.

This code applies to: All areas of newly designed and newly constructed *buildings* and *facilities* as determined by the ADA Standards for Accessible Design; portions of altered *buildings* and *facilities* as determined by the ADA Standards for Accessible Design; a *building* or *facility* that is being converted from residential to nonresidential or mixed use as defined by the Florida Building Code where such *building* or *facility* must, at a minimum, comply with s. 553.508, F.S., and the requirements for *alterations* as determined by the ADA Standards for Accessible Design; *buildings* and *facilities* where the original construction or any former *alteration* or renovation was carried out in violation of applicable permitting law.

201.1.1 Vertical accessibility. Sections 553.501-553.513, F.S., and the ADA Standards for Accessible Design do not 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 Standards 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.

(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.

(4) Theaters, concert halls, and stadiums, or other large *assembly areas* that have stadium-style seating or tiered seating if sections 221 and 802 are met.

(5) All play and recreation areas if the requirements of chapter 10 are met.

(6) All employee areas as exempted by 203.9.

(7) *Facilities, sites* and *spaces* exempted by section 203.

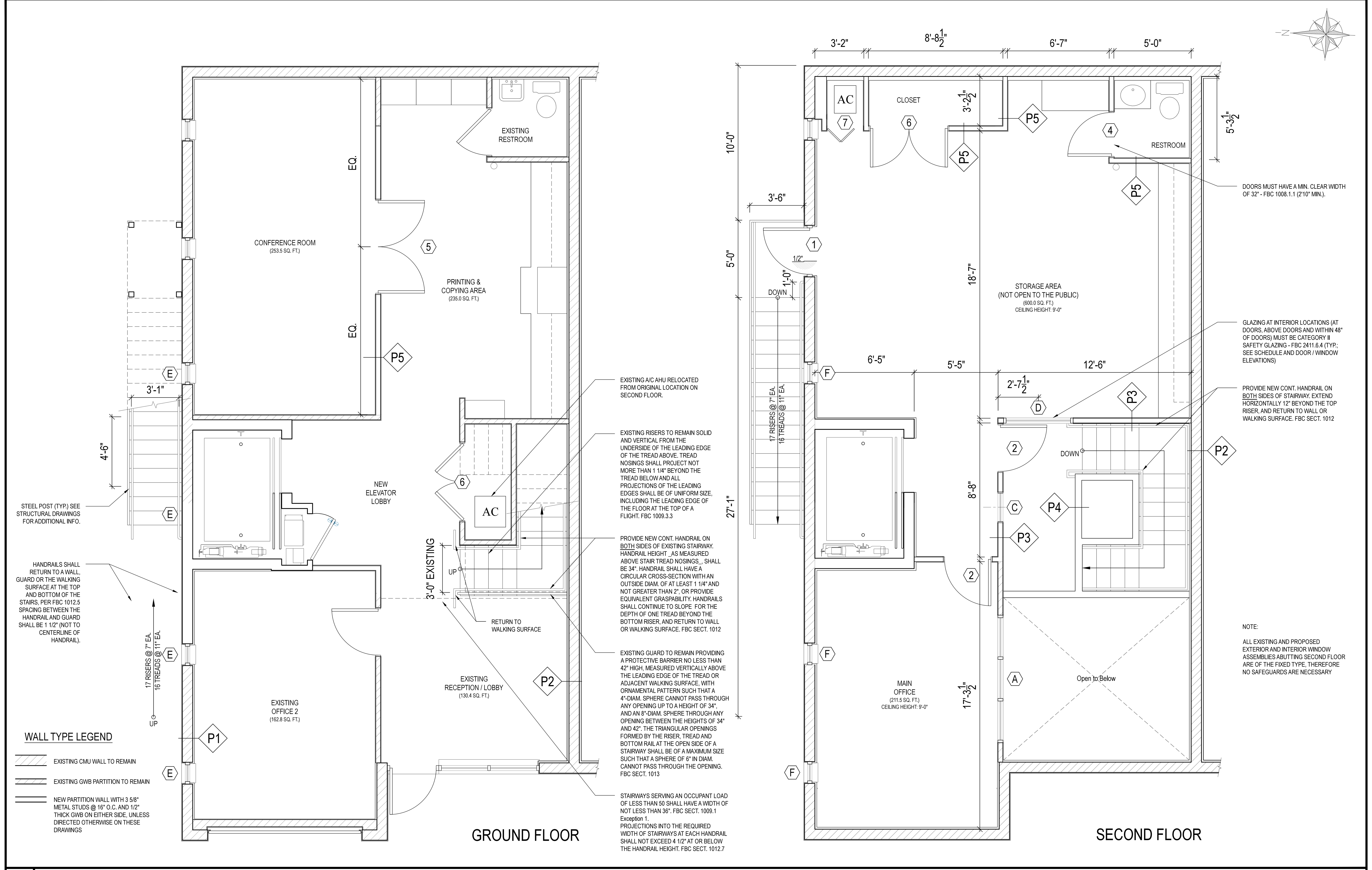
Buildings, structures and *facilities* must, at a minimum, comply with the requirements of the ADA Standards for Accessible Design.

Advisory 201.1 Scope. These requirements are to be applied to all areas of a facility unless exempted, or where scoping limits the number of multiple elements required to be accessible. For example, not all medical care patient rooms are required to be accessible; those that are not required to be accessible are not required to comply with these requirements. However, common use and public use spaces such as recovery rooms, examination rooms, and cafeterias are not exempt from these requirements and must be accessible.

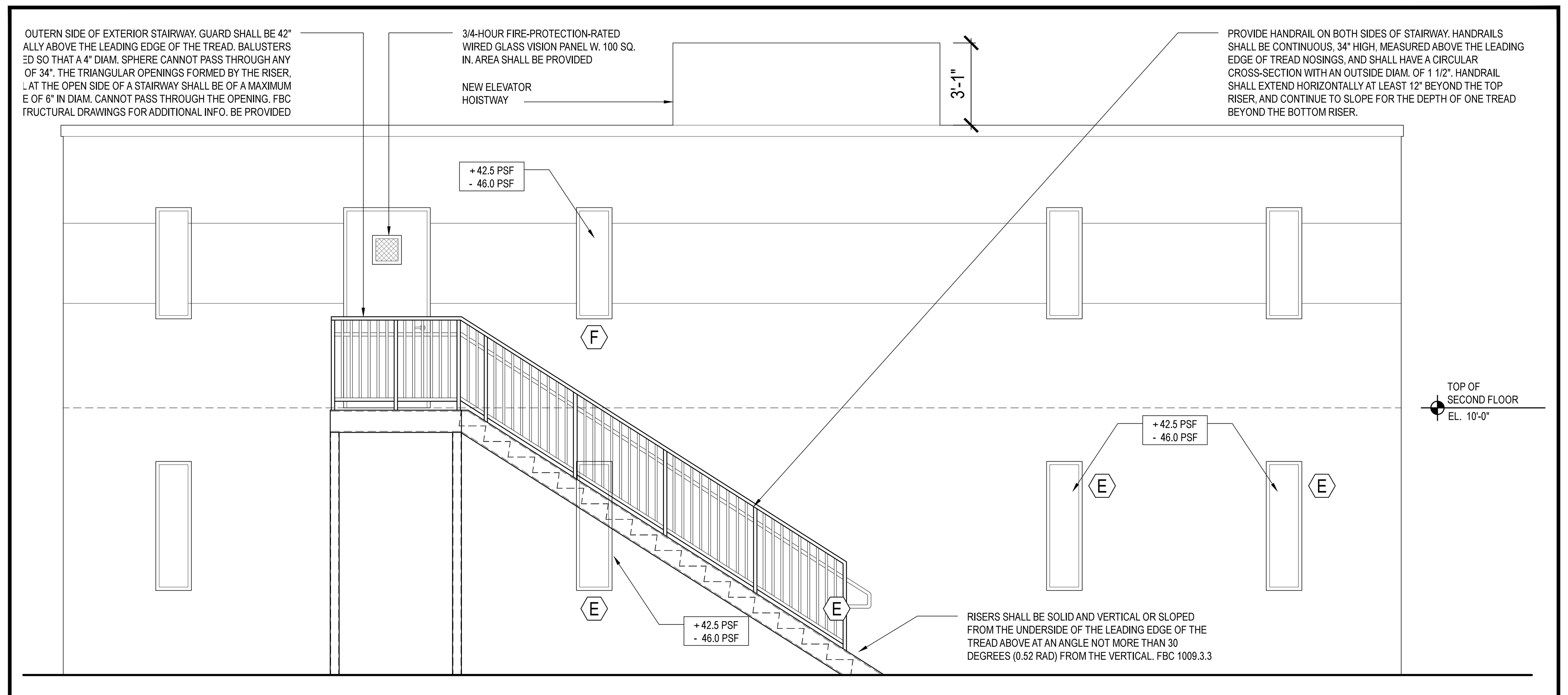
Florida vertical accessibility requires all levels in all new *buildings*, structures and *facilities* and all altered areas of existing *buildings*, structures and facilities to be accessible to persons with disabilities. All new and altered areas must comply with the ADA Standards for Accessible Design including requirements for accessible routes. Where the ADA Standards do not require an accessible route to each and every level, the Florida requirement may be waived down to the requirement of the ADA Standards.

201.2 Application Based on Building or Facility Use. Where a *site, building, facility*, room, or *space* contains more than one use, each portion shall comply with the applicable requirements for that use.

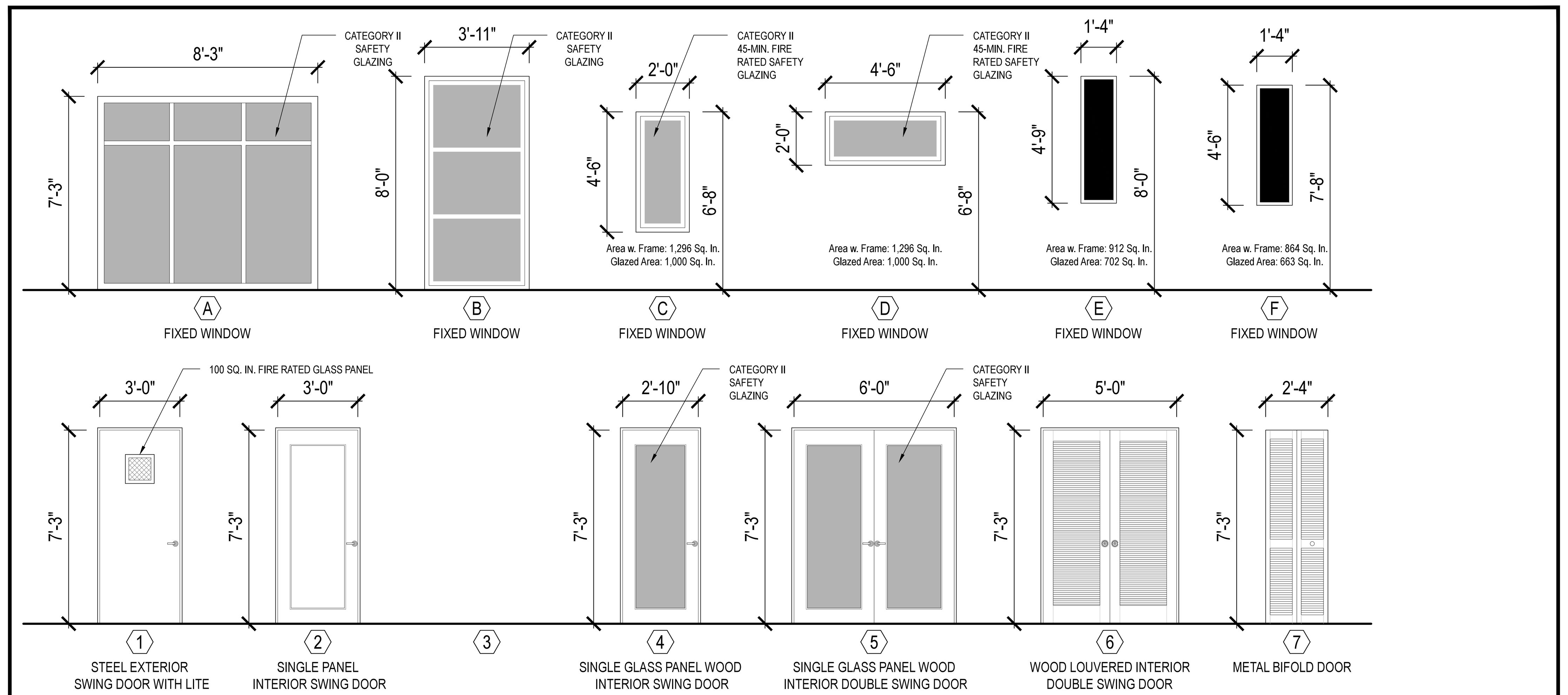
201.2.1 *Commercial facilities* and *places of public accommodation* located in private residences.



1 A-2.0 FLOOR PLANS



2 A-2.0 SIDE ELEVATIONS



3 A-2.0 WINDOW AND DOOR ELEVATIONS

DOOR & WINDOW SCHEDULE

NOTE: FIRE DOOR ASSEMBLIES SHALL BE LABELED BY AN APPROVED AGENCY. THE LABELS SHALL COMPLY WITH NFPA 80, AND BE PERMANENTLY AFFIXED TO THE DOOR OR FRAME. FIRE DOORS SHALL BE LABELED SHOWING THE NAME OF THE MANUFACTURER, THIRD-PARTY INSPECTION AGENCY, FIRE PROTECTION RATING, AND MAX. TRANSMITTED TEMPERATURE END POINT @ EXIT ENCLOSURE

MARK	QTY.	SIZE	DESCRIPTION
1	1	3'-0" x 7'-3"	45-MIN FIRE RATED EXTERIOR SWING STEEL DOOR W & W/O LITE. PROVIDE SELF-CLOSING DEVICE.
2	2	3'-0" x 7'-3"	1-HR FIRE RATED INTERIOR SWING STEEL PANELED DOOR. PROVIDE SELF-CLOSING DEVICE.
3			RESERVED
4	1	2'-10" x 7'-3"	INTERIOR SWING WOOD DOOR W. CAT. II SAFETY GLAZING PANEL
5	1	(2) 3'-0" x 7'-3"	INTERIOR SWING WOOD DOUBLE DOOR W. CAT. II SAFETY GLAZING PANEL
6	2	(2) 2'-6" x 7'-3"	INTERIOR SWING WOOD LOUVERED DOUBLE DOOR
7	1	2'-4" x 7'-3"	METAL 2-PANEL BIFOLD DOOR

MARK	QTY.	SIZE	DESCRIPTION
A	1	8'-3" x 7'-3"	FIXED WINDOW W. ALUM. FRAME AND CATEGORY II SAFETY GLASS
B	1	3'-11" x 8'-0"	FIXED WINDOW W. ALUM. FRAME AND CATEGORY II SAFETY GLASS
C	1	2'-0" x 4'-6"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY W. ALUM. FRAME AND CATEGORY II SAFETY GLASS
D	1	4'-6" x 2'-0"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY W. ALUM. FRAME AND CATEGORY II SAFETY GLASS
E	4	1'-4" x 4'-9"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY (702 SQ. IN. GLAZED AREA)
F	4	1'-4" x 4'-6"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY (663 SQ. IN. GLAZED AREA)

FINISH SCHEDULE

NOTE:

ROOM	WALLS	CEILING	FLOOR	TRIM
MAIN OFFICE	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE	STAINED FINISHED PLYWOOD	PAINT:SATIN GLOSS BLACK-BROWN
WORKSHOP	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE		PAINT:SATIN GLOSS BLACK-BROWN
RESTROOM	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE		PAINT:SATIN GLOSS BLACK-BROWN
CLOSET	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE		PAINT:SATIN GLOSS BLACK-BROWN
CONFERENCE ROOM	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE	STAINED CONCRETE	PAINT:SATIN GLOSS BLACK-BROWN

NOTE

SEAL & SIGNATURE

KLKS, LLC
(BYBLOS OFFICE)
7175 S.W. 47th Ave, Suite 210, Miami FL 33155

CONTEMPORARY DESIGN STUDIO, INC.
2260 SW 16 Court, Miami, FL 33145 T 305.300.7438

JOB NO.: 10035

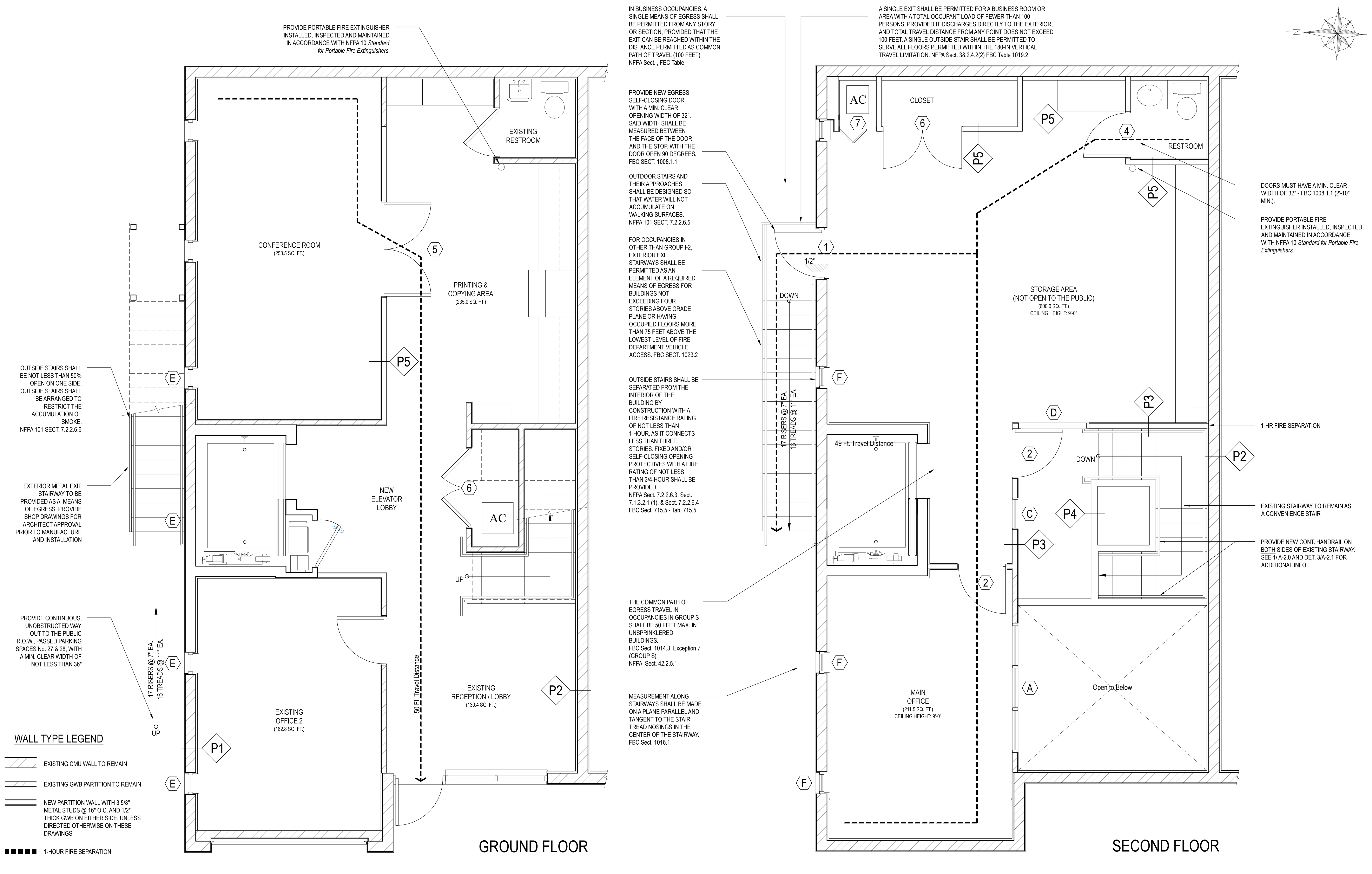
DATE
6.22.2011

REVISIONS

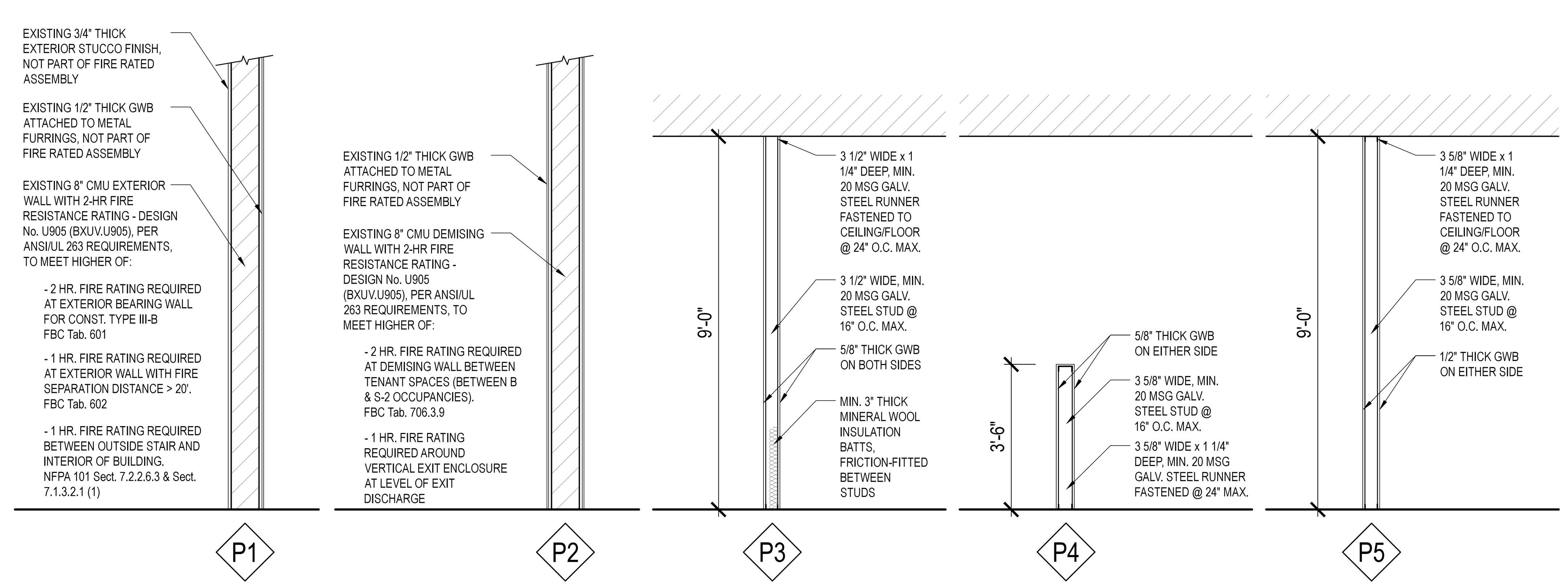
TITLE
FLOOR PLANS, ELEVATION & SCHEDULES

SCALE
AS SHOWN

SHEET NO. A-2.0



1 A-2.1 LIFE SAFETY ANALYSIS



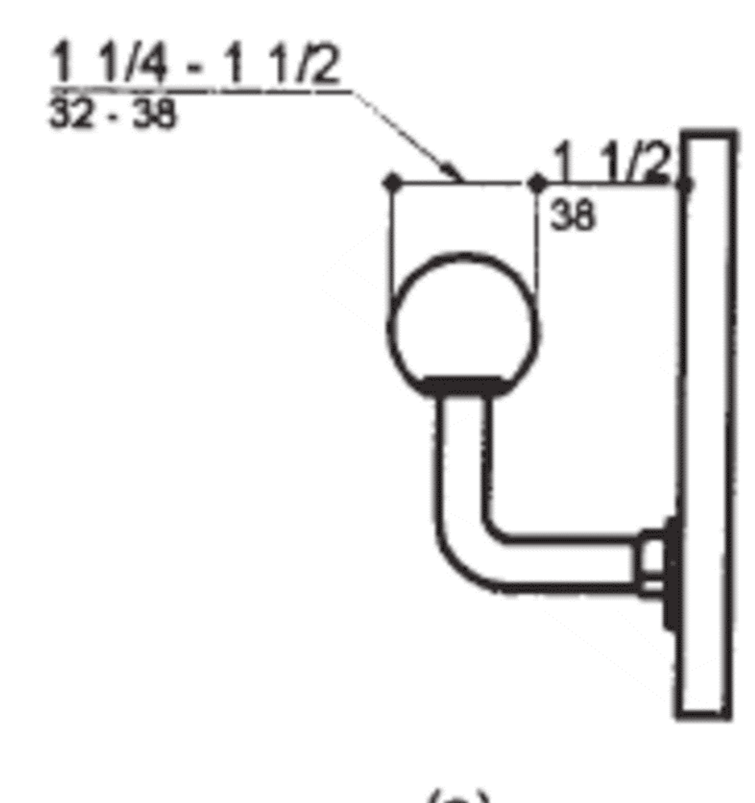
2-HR FIRE RATED CMU WALL (UL ASSEMBLY BXUV.U905)

2-HR FIRE RATED CMU WALL (UL ASSEMBLY BXUV.U905)

1-HR FIRE RATED PARTITION WALL (UL ASSEMBLY BXUV.U404)

2 A-2.1 WALL SECTIONS

0 1 2 4 FT



(a) Handrail

3 A-2.1 NEW HANDRAIL DETAIL FOR EXISTING STAIRWAY

NOTE: BUILDING IS **NOT** PROTECTED THROUGHOUT WITH A FIRE SPRINKLER SYSTEM.

NOTE: BUSINESS PORTION OF TENANT SPACE MIXED USE OCCUPANCY IS ONLY ONE STORY HIGH ABOVE THE LEVEL OF EXIT DISCHARGE, IS SUBJECT TO LESS THAN 50 OCCUPANTS ABOVE THE LEVEL OF EXIT DISCHARGE, AND IS SUBJECT TO A TOTAL OCCUPANT LOAD OF LESS THAN 300. AS A RESULT, TENANT SPACE IS **NOT** REQUIRED TO BE PROVIDED WITH A FIRE ALARM SYSTEM, AS ALLOWED BY EXCEPTIONS (1), (2) AND (3) OF Sect. 38.3.4.1, NFPA 101, Life Safety Code, Florida Edition.

NOTE: ORDINARY-HAZARD PORTION OF TENANT SPACE MIXED USE OCCUPANCY DOES NOT EXCEED AN AGGREGATE FLOOR AREA OF 100,000 SF; THEREFORE IT SHALL **NOT** BE REQUIRED TO HAVE A FIRE ALARM SYSTEM, AS ALLOWED BY Sect. 42.3.4.1.2, NFPA 101, Life Safety Code, Florida Edition.

NOTE: PRINTING AND COPYING AREA ON THE GROUND FLOOR IS INTENDED FOR OFFICE USE PRINTING AND COPYING ONLY.

NOTE:TENANT SPACE SHALL BE A MIXED OCCUPANCY. GROUND FLOOR AND A PORTION OF THE SECOND FLOOR SHALL BE A BUSINESS OCCUPANCY, WHEREAS THE REMAINING PORTION OF THE SECOND FLOOR SHALL BE AN ORDINARY-HAZARD STORAGE OCCUPANCY. THE MEANS OF EGRESS FACILITIES, TYPE OF CONSTRUCTION, PROTECTION, AND OTHER SAFEGUARDS SHALL COMPLY WITH THE MOST RESTRICTIVE FIRE AND LIFE SAFETY REQUIREMENTS OF THE OCCUPANCIES INVOLVED. Sect. 6.1.14.3 NFPA 101 Life Safety Code, Florida Edition.

4 A-2.1 NOTES

NOTE

SEAL & SIGNATURE

EDUARDO A. PARDO-FERNANDEZ, RA
AR96482

KLKS, LLC
(BYBLOS OFFICE)
7175 S.W. 47th Ave, Suite 210, Miami FL 33155

JOB NO.: 10035

CONTEMPORARY DESIGN STUDIO, INC.
2280 SW 16 Court, Miami, FL 33145 T 305.300.7438

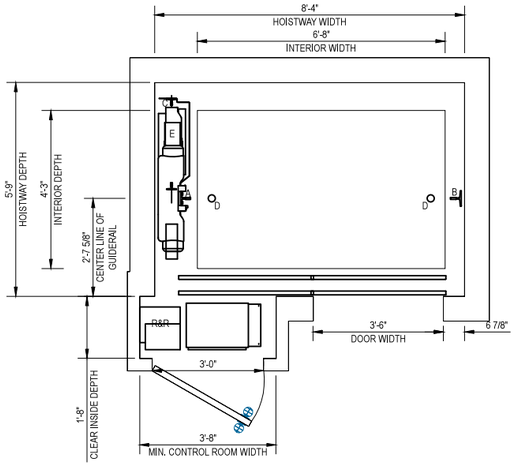
DATE
6.22.2011

REVISIONS

TITLE
FIRE PROTECTION & LIFE SAFETY

SCALE
AS SHOWN

SHEET NO. A-2.1

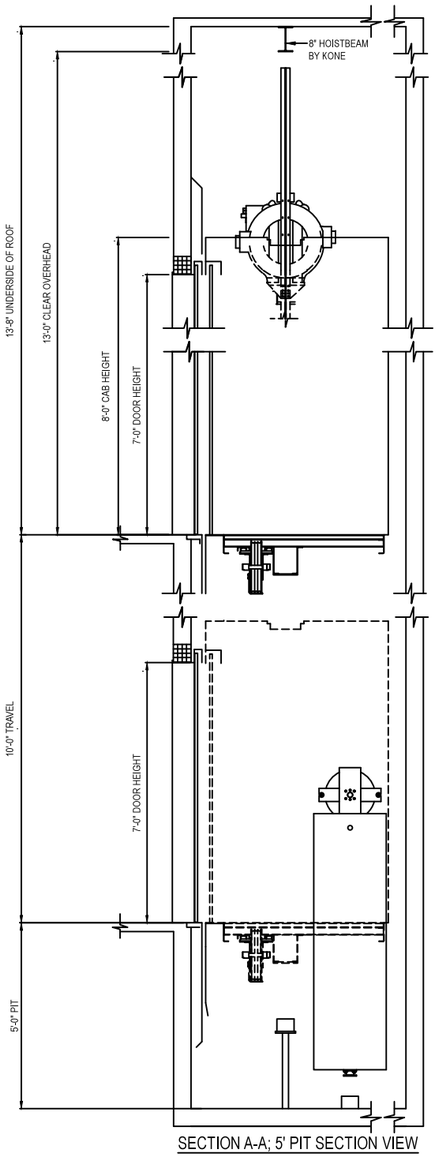


BRKTS ABOVE TOPMOST LANDING - IMPACT LOADING REACTIONS (lbf)			
REACTION LOCATION	A	B	C
X DIRECTION	980	200	60
Y DIRECTION	430	1130	110
BRKTS BELOW TOPMOST LANDING - RUNNING REACTIONS (lbf)			
X DIRECTION	250	200	60
Y DIRECTION	170	70	110
MAX DEFLECTION NOT TO EXCEED 0.125" (3mm) DUE TO APPLIED LOADS			

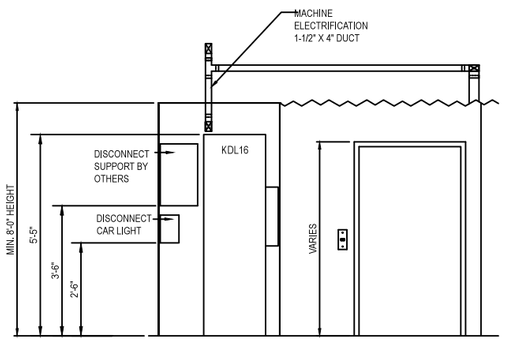
VERTICAL FORCES ONTO PIT FLOOR (lbf)					
REACTION LOCATION	A	B	C	D	E
Z DIRECTION	16000	8300	4400	10400	15900

****VERTICAL REACTIONS A, B & C OCCUR SIMULTANEOUSLY. VERTICAL REACTIONS D & E OCCUR INDIVIDUALLY AND SEPERATELY FROM A, B & C.**

HOISTBEAM & LIFE LINE VERTICAL FORCES (lbf)				
REACTION LOCATION	A	B	C	D
Z DIRECTION	4800	4700	5000	5000

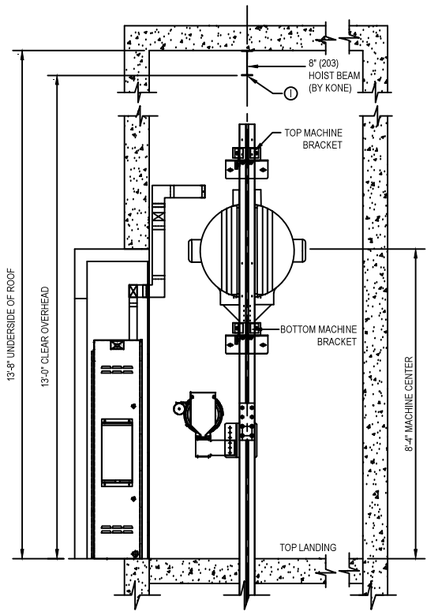


SECTION A-A; 5' PIT SECTION VIEW



Note: For Duplex, see plan view.

LEFT HAND CONTROL ROOM
@ TOP LANDING ONLY



ELEVATION IN HOISTWAY LOOKING
AT MACHINE SECTION A-A

FLOOR BY FLOOR HEIGHTS CHART	
LANDING 14	NA
LANDING 13	NA
LANDING 12	NA
LANDING 11	NA
LANDING 10	NA
LANDING 9	NA
LANDING 8	NA
LANDING 7	NA
LANDING 6	NA
LANDING 5	NA
LANDING 4	NA
LANDING 3	NA
LANDING 2	NA
LANDING 1	10'-0"

SCALE: NOT TO SCALE

DRAWING GENERATED USING PARAMETRX TECHNOLOGY

PREPARATORY WORK BY OTHERS: THE CUSTOMER OR CUSTOMER'S CONTRACTOR, SHALL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS PRIOR TO THE COMMENCEMENT OF WORK AT NO COST TO KONE, INC LOCAL CODES SHALL PREVAIL WHEN APPLICABLE

1. PROVIDE A CLEAR, PLUMB HOISTWAY OF THE SIZE SHOWN ON THE FINAL KONE LAYOUT. VARIATIONS MUST NOT EXCEED 1". (TOLERANCE = -0" + 1")
2. PROVIDE ADEQUATE SUPPORT FOR GUIDE RAIL BRACKETS (INCLUDING DIVIDER BEAMS FOR MULTIPLE ELEVATORS IN A COMMON HOISTWAY) FROM PIT FLOOR TO THE TOP OF THE HOISTWAY AND NOT SPANNING FURTHER THAN ALLOWED BY THE GOVERNING CODE AUTHORITY. FIREPROOFING SHALL BE AFTER INSTALLATION OF BRACKETS.
3. HOISTWAY VENTILATION SHALL BE PROVIDED PER CODE REQUIREMENTS
4. PROJECTIONS REQUIRING BEVELING IN ACCORDANCE WITH CODE REQUIREMENTS SHALL BE BEVELED AT AN ANGEL NOT LESS THAN 75 DEGREES FROM THE HORIZONTAL.
5. PROVIDE REMOVABLE, OSHA COMPLIANT BARRICADES AROUND ALL HOISTWAY OPENINGS AND BETWEEN ELEVATORS INSIDE OF THE HOISTWAY AS REQUIRED. PROVIDE TWO LIFELINE ATTACHMENTS AT THE TOP, FRONT OF THE HOISTWAY.
6. ARRANGE FOR ALL BLOCK OUT / CUTOUT OF OPENINGS TO INSTALL HALL PUSHBUTTONS, SIGNAL FIXTURES, AND HATCH DUCT.
7. PROVIDE A DRY PIT REINFORCED TO SUSTAIN VERTICAL FORCE FROM RAILS AND BUFFERS. REFERENCE THE REACTION LOAD TABLES FOR VERTICAL FORCES. SUMPS AND / OR PUMPS PUMPS (WHERE PERMITTED) LOCATED WIHTIN THE PIT MAY NOT INTRFERE WITH THE ELEVATOR EQUIPMENT.
8. PROVIDE SUITABLE LIGHTING FOR THE MACHINE SPACE WITH A LIGHT SWITCH LOCATED IN THE HOISTWAY. PROVIDE A LIGHT FIXTURE WITH AND A SEPARATE GFCI PROTECTED DUPLEX CONVENIENCE OUTLET IN THE ELEVATOR PIT.
9. ENTRANCE WALLS ARE TO BE LEFT OPEN UNTIL THE ELEVATOR EQUIPMENT IS INSTALLED. ADEQUATE SUPPORT FOR ENTRANCE ATTACHMENT POINTS IS REQUIRED ALL LANDINGS. ALL FINISHED FLOORING AND GROUTING IS TO BE INSTALLED AFTER THE ENTRANCE FRAMES ARE INSTALLED.
10. A PIT LADDER IS SUPPLIED BY KONE UNLESS OTHERWISE NOTED ON THE LAYOUT DRAWING. LOCATE AND INSTALL PER KONE FINAL LAYOUT DRAWINGS.
11. AN I-BEAM, PROVIDED BY KONE, MUST BE INSTALLED IN THE ELEVATOR HOISTWAY OVERHEAD PER THE KONE FINAL LAYOUT DRAWINGS.
12. FOR PROPER EQUIPMENT OPERATION; THE MACHINE SPACE AT THE TOP OF THE HOISTWAY MUST BE PROPERLY VENTED PER CODE REQUIREMENTS. MAX ALLOWED HUMIDITY IS 95% NON-CONDENSING. HOISTWAY MUST MAINTAIN A TEMPERATURE BETWEEN 41 F AND 104 F.
13. THE ACCESS DOOR TO THE CONTROL SPACE OR THE CONTROL ROOM MUST BE SECURED AGAINST UNAUTHORIZED ACCESS. IT SHALL BE SELF LOCKING AND SELF CLOSING.
14. PROVIDE A 15-AMP 102V AC FUSED SERVICE WITH GROUND (VIA EMERGENCY LIGHT SUPPLY IF AVAILABLE) CONNECTED TO EACH CONTROL CABINET FOR LIGHTING AND FAN. PROVIDE DEDICATED PHONE LINE TERMINATING AT THE ELEVATOR CONTROL CABINET.
15. FOR CONTROL SPACES LOCATED REMOTELY FROM THE ELEVATOR HOISTWAY, PROVIDE A GOVERNOR ACCESS DOOR OF SIZE AND LOCATION PER KONE FINAL LAYOUT DRAWINGS. THE ACCESS DOOR SHALL BE SECURED AGAINST UNAUTHORIZED ACCESS.
16. PROVIDE A SUITABLE WORKING ENVIRONMENT INCLUDING ADEQUATE ACCESS TO THE BUILDING, PROPER LIGHTING IN ALL AREAS, CLEAN AND SAFE STORAGE ADJACENT TO THE HOISTWAY, AND SUFFICIENT ON-SITE REFUSE CONTAINERS FOR THE DISPOSAL OF ELEVATOR PACKING MATERIALS.
17. THIS DRAWING MUST BE REVIEWED AND APPROVED BY A LICENCED PROFESSIONAL TO ENSURE COMPLIANCE WITH LOCAL BUILDING CODES.
18. THESE DRAWINGS ARE FOR INFORMATION PURPOSES ONLY AND MUST NOT BE USED FOR CONSTRUCTION PURPOSES. FULLY DETAILED CONSTRUCTION DRAWINGS ARE AVAILABLE FROM THE PRODUCT MANUFACTURER.

KONE EcoSpace

ONE KONE COURT
MOLINE, IL
P: 1-800-956-KONE (5663)
F: 309-743-5469
WWW.KONE.COM

SPECIFICATIONS

PRODUCT NAME: KONE ECOSPACE ELEVATOR
NON-SEISMIC
CAPACITY: 2500 LBS (1134 KG)
SPEED: 150 FPM
DOOR: RIGHT OPENING
TRAVEL: 10'-0"
CONTROL LOCATION: INTEGRAL CLOSET
POWER SUPPLY: 208
REQUIRED FUSE AMPS: 35
CONTROLLER HEAT OUTPUT: 2.4 KBTU/HR
MACHINE HEAT OUTPUT: 1.2 KBTU/HR

BUILDING (PROJECT NAME)	LOCATION
ARCHITECT	OWNER
ENGINEER	DATE
DRAWING#	SHEET 1/1

Miami, October 10th, 2013

Department of Community Affairs
Florida Building Commission
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Licensed Design Professional Comments to Accessibility Waiver Application for 7175 SW 47th Street, Suite 210, Miami FL 33155

Dear Members of the Florida Building Commission,

We hereby submit to your consideration Mr. Kamal T. Farah's case, and respectfully request that it be granted a Waiver for the particular issue of vertical accessibility to the Second Floor of his tenant space.

Mr. Farah bought Suite 210 at the aforementioned building address to locate his interior design office a few years ago. Unfortunately he failed to be as comprehensive in his due diligence as he might have been, and did not find out that the previous owner had illegally built more than half of the Second Floor. At the time Mr. Farah was provided with an allegedly permitted set of plans for the work done, and took it for granted that the whole unit was built in full compliance with Florida Building Code requirements; until a Fire inspection took place, and was thereby requested to submit a permit for the illegal scope, and to provide a protected outside stair as a means of egress to the Second Floor. He proceeded to hire a design professional and submit plans to remedy the situation as soon as feasible.

Since the occupant load for the Second Floor yields more than 5 occupants, the Building plan reviewer at Miami-Dade County's Building Department obviously requested that means of vertical accessibility be granted to such building area, in compliance with the requirements of the 2010 Florida Building Code (Accessibility), Sect. 201.1.1

As Mr. Farah proceeded to make a diligent investigation into the costs of compliance with the Code, he found to his dismay that the cost of providing either an interior elevator or a wheelchair lift would trigger a 5-fold increase in the cost of the project, as compared to the limited scope otherwise required to bring the illegal portion of the tenant space into Florida Building Code compliance. The cost estimates included in the application reflect this substantial cost difference, which imposes a disproportionate cost and financial burden by being larger than 20% of the cost of the alteration to the primary function area.

That is the main reason for the Waiver Request; but far from the only one. Feasibility is another issue where there would be some challenges to consider: The new exterior stair being provided as a means of egress is next to the area where the trash dumpsters for the complete building are; and while those are kept in reasonable sanitary conditions, their adjacency would provide for a rather undignified access experience to people with disabilities, and a potential hazard, were a disabled person to be getting in or out of the

wheelchair lift at the exact time when the garbage truck pick up operation is in process, given the tight quarters. The existing grandfathered interior stairs has two short runs and is too narrow for most available commercial interior wheelchair lifts. An interior elevator would also take away scarce and valuable office space from the main use, and have a significant cost impact due to the sizable structural modifications entailed.

Finally, Mr. Kamal's tenant space ground floor currently allows for clients with disabilities to visit, and has office space with the necessary door width and floor clearances, as well as an accessible route to it, to provide for an appropriate setting for employment to a disabled person, were the occasion to arise.

We are aware that this case is not the first one of its kind in the Bird Road Art District, where the building Mr. Kamal's tenant space is in is located. Similar waivers have been respectfully requested and recently approved for two nearby properties in identical buildings, with the same portion of the Second Floor illegally built under similar circumstances.

On behalf of the owner, we hereby respectfully request from the Florida Building Commission that all of these facts be given due consideration, and the specific Waiver Request hereby included be approved.

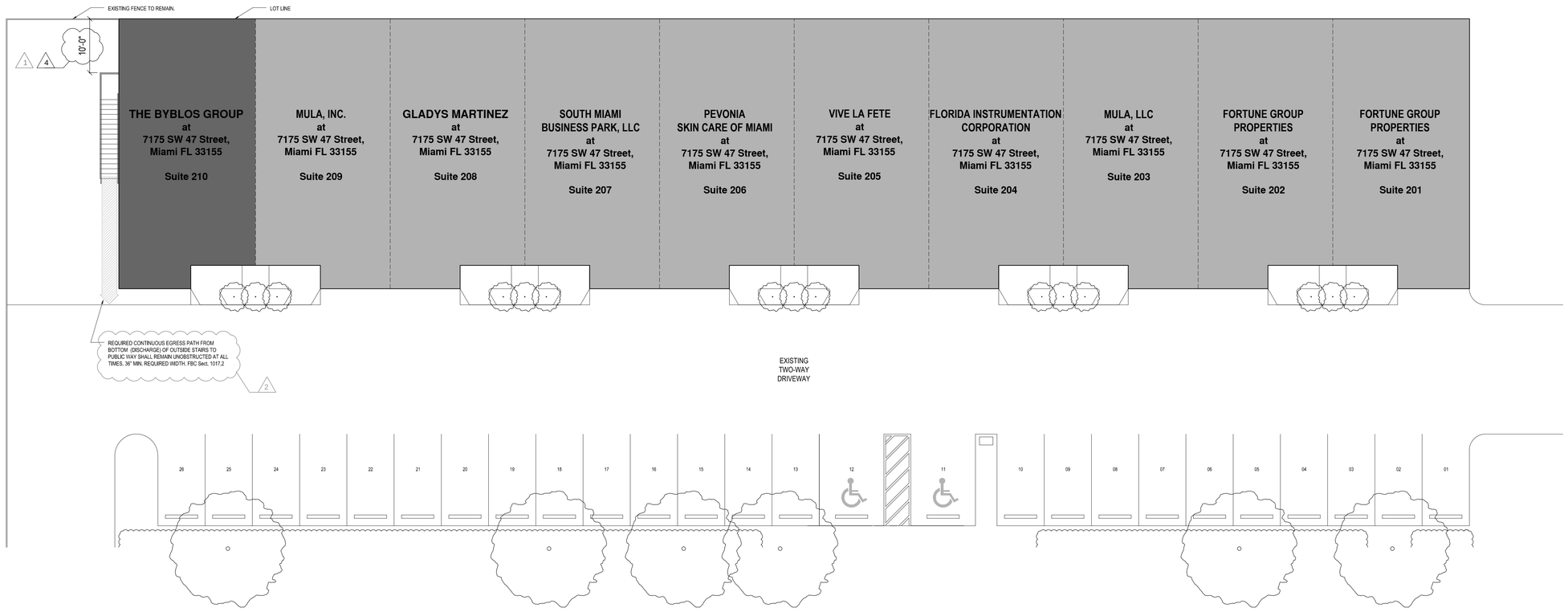
We remain at your disposal for any additional information you might require with regard to this case.

Sincerely,

Eduardo A. Pardo Fernandez RA NCARB CNU-A
CDS | Architecture and Planning
2280 SW 16 Court
Miami FL 33145


the Byblos group


the Byblos group



4 1

1 A-1.0 SITE PLAN

SOUTH MIAMI BUSINESS CENTER (7175 SW 47 STREET)

NUMBERED PERMITTED USES MATCH THOSE SPECIFICALLY ALLOWED WITHIN THE BIRD ROAD DESIGN AND INDUSTRIAL DISTRICT, AS IDENTIFIED AT SECTION 33 -278.6 OF MIAMI DADE COUNTY ZONING ORDINANCE

UNIT	TENANT	PERMITTED USE	SIZE	REQUIRED PARKING SPACES
201	Fortune Group Properties	(19/22) GIFT/JEWELRY STORES	1,200 SF	1.25 PARKING SPACES @ 1.25 SPACE /1, 600 SF
202	Fortune Group Properties	(26) OFFICE USES	1,200 SF	1.25 PARKING SPACES @ 1.25 SPACE /1, 600 SF
203	Mula, LLC	(26) OFFICE USES	1,200 SF	1.25 PARKING SPACES @ 1.25 SPACE /1, 600 SF
204	Florida Instrumentation Corporation	WHOLESALE	1,200 SF	2 PARKING SPACES @ 1 SPACE / 600 SF
205	Vive la Fete	WHOLESALE	1,200 SF	2 PARKING SPACES @ 1 SPACE / 600 SF
206	Pevonia Skin Care of Miami	(26) OFFICE USES	1,200 SF	1.25 PARKING SPACES @ 1.25 SPACE /1, 600 SF
207	South Miami Business Park, LLC (Moorman)	WHOLESALE	1,200 SF	2 PARKING SPACES @ 1 SPACE / 600 SF
208	Gladys Martinez	(26) OFFICE USES	1,200 SF	1.25 PARKING SPACES @ 1.25 SPACE /1, 600 SF
209	Mula, Inc.	WHOLESALE	1,200 SF	2 PARKING SPACES @ 1 SPACE / 600 SF
210	KLKS, LLC (Byblos Office)	(20) INTERIOR DESIGN SHOPS	2,100 SF	1.25 PARKING SPACES @ 1.25 SPACE /1, 600 SF
		TOTAL REQUIRED:		**15.5 ≈ 16** PARKING SPACES INCLUDING 1 (VAN) ACCESSIBLE PARKING SPACE
		TOTAL PROVIDED:		26 PARKING SPACES INCLUDING 2 ACCESSIBLE PARKING SPACES

4 1

2 A-1.0 TENANT LIST & PARKING CALCULATIONS

ZONING ANALYSIS

LEGAL DESCRIPTION: SO MIA BUSINESS CENTER CONDO I UNIT 210 UNDIV 3.4026% INT IN COMMON ELEMENTS OFF REC 12191-2648 OR 18635-2280 0599 4

OCCUPANCY: BUSINESS(Group B)

CONSTRUCTION TYPE: III-B

4

UNIT SIZE:

GROUND FLOOR EXISTING AREA:	1,200.0 SF
SECOND FLOOR EXISTING AREA:	365.4 SF
SECOND FLOOR NEW AREA:	534.6 SF
TOTAL:	2,100.0 SF

OCCUPANT LOAD:
GROUND FLOOR: 1,200.0 SF @ 100 SF GROSS PER OCCUPANT (BUSINESS) = 13 OCCUPANTS
SECOND FLOOR: 900.0 SF @ 100 SF GROSS PER OCCUPANT (BUSINESS) = 9 OCCUPANTS
TOTAL: 22 OCCUPANTS

4 2

SCOPE OF WORK:

- CONVERSION OF PREVIOUSLY UNUSED PORTION OF SECOND FLOOR INTO OFFICE AREA.
- ADDITION OF SECOND FLOOR RESTROOM .
- PROVISION OF NEW SECOND FLOOR CENTRAL HVAC SYSTEM.
- RELOCATION OF FIRST FLOOR HVAC AIR HANDLER UNIT FROM SECOND FLOOR.
- PROVISION OF NEW EXTERIOR STAIRWAY AS SECOND MEANS OF EGRESS.
- INTERIOR DOOR AND WINDOW IMPROVEMENTS.

3 A-1.0 NOTES

SEAL & SIGNATURE

NOTE

EDUARDO A. PARDO-FERNANDEZ, R4 AR96482

KLKS, LLC
(BYBLOS OFFICE)
7175 S.W. 47th Ave, Suite 210, Miami FL 33155

JOB NO.: 13003

CONTEMPORARY DESIGN STUDIO, LLC
2280 SW 16 Court, Miami, FL 33145 T 305.300.7438

DATE
6.22.2011

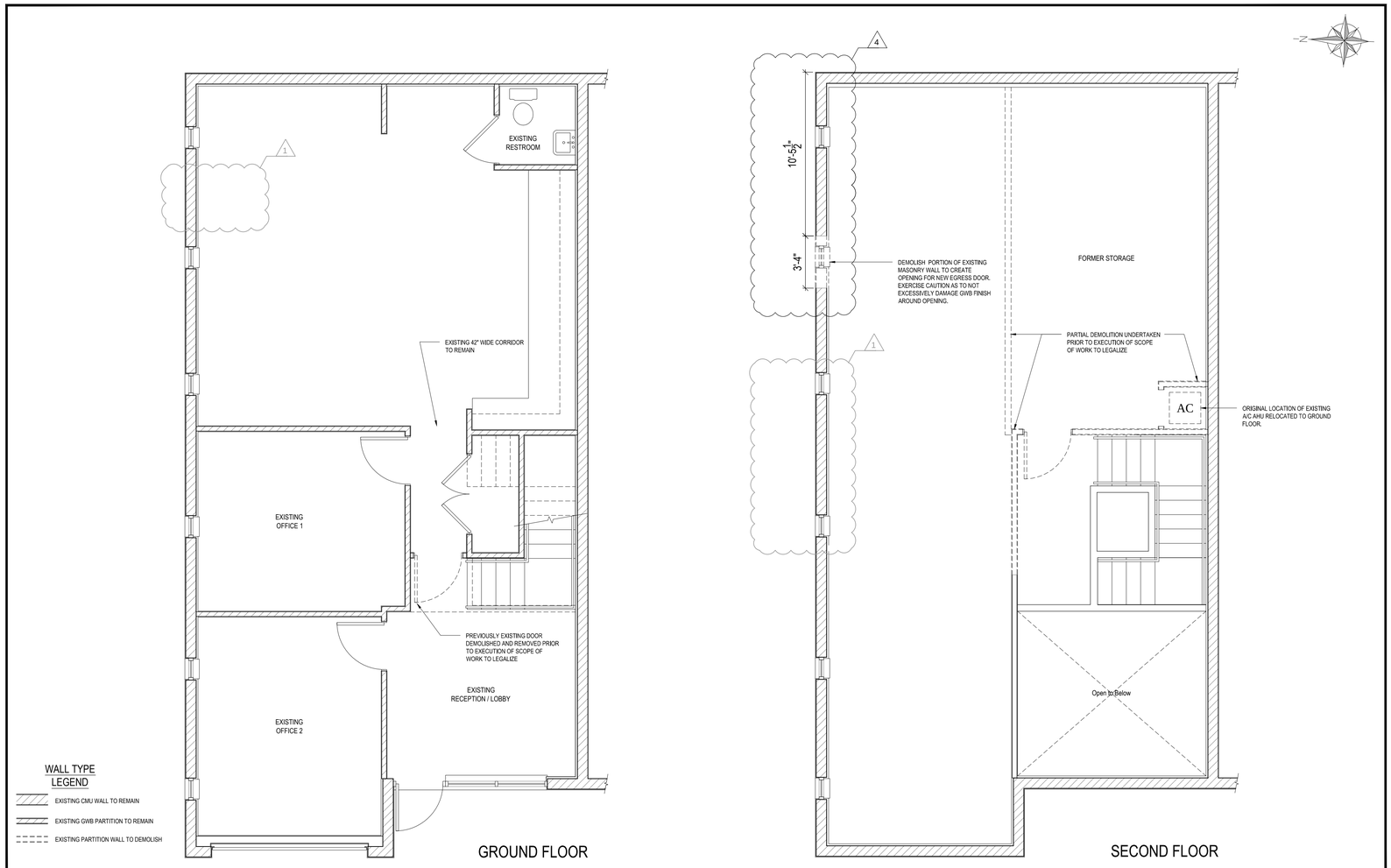
REVISIONS

1 BLDG DEPT COMMENTS 08-26-2011
2 BLDG DEPT COMMENTS 09-28-2011
3 OWNER- REQ. REVISION 03-26-2013

TITLE
SITE PLAN

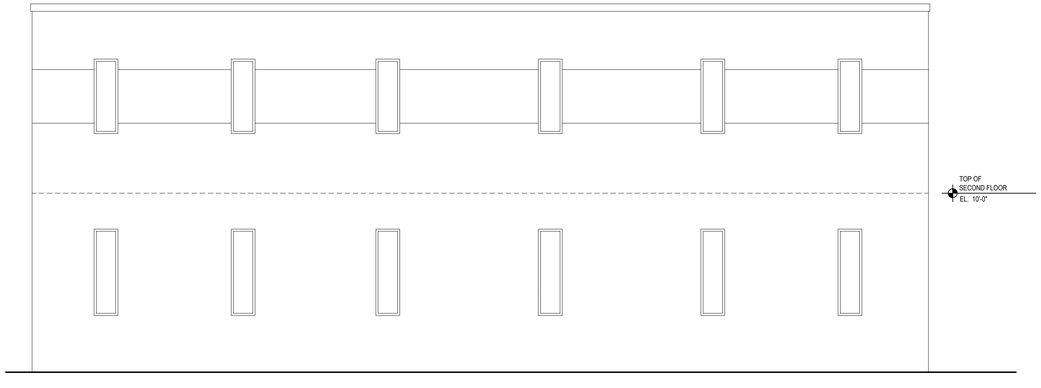
SCALE
AS SHOWN

SHEET NO. A-1.0



1 A-1.1 ORIGINAL EXISTING FLOOR PLANS (ACCORDING TO LAST SET OF PERMITTED DRAWINGS; PRIOR TO SCOPE OF WORK BEING LEGALIZED)

0 2 4 8 FT



2 A-1.1 ORIGINAL EXISTING SIDE ELEVATION

0 2 4 8 FT

SEAL & SIGNATURE

NOTE

EDUARDO J. PARDO-FERNANDEZ, R4 AR96482

KLKS, LLC
(BYBLOS OFFICE)
7175 S.W. 47th Ave, Suite 210, Miami FL 33155

JOB NO.: 13003

CONTEMPORARY DESIGN STUDIO, LLC
2280 SW 16 Court, Miami, FL 33145 T 305.300.7438

DATE
6.22.2011

REVISIONS

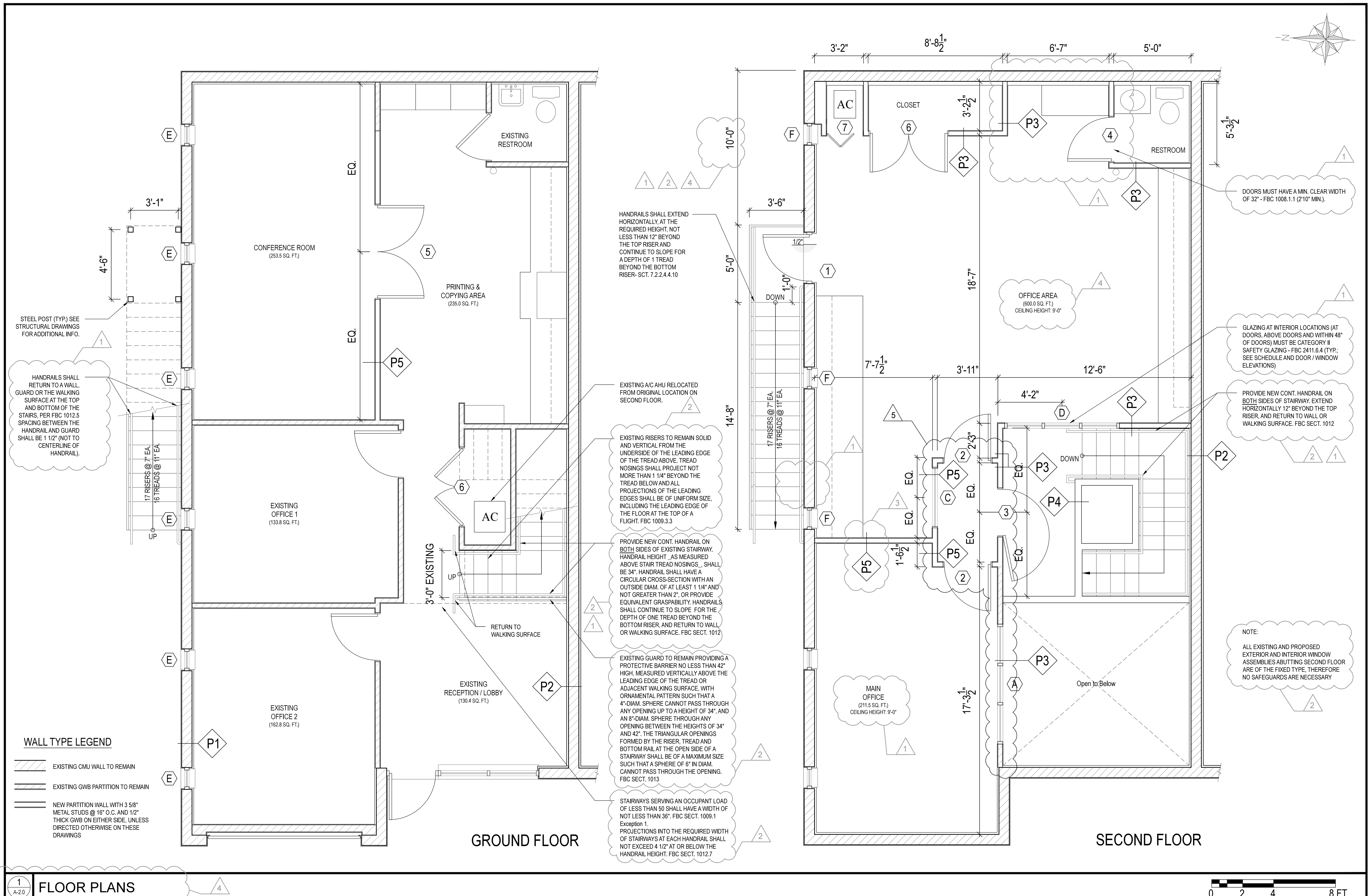
1 OWNER REQ. CHANGE 08-26-2011 & BLDG DEPT COMMENTS

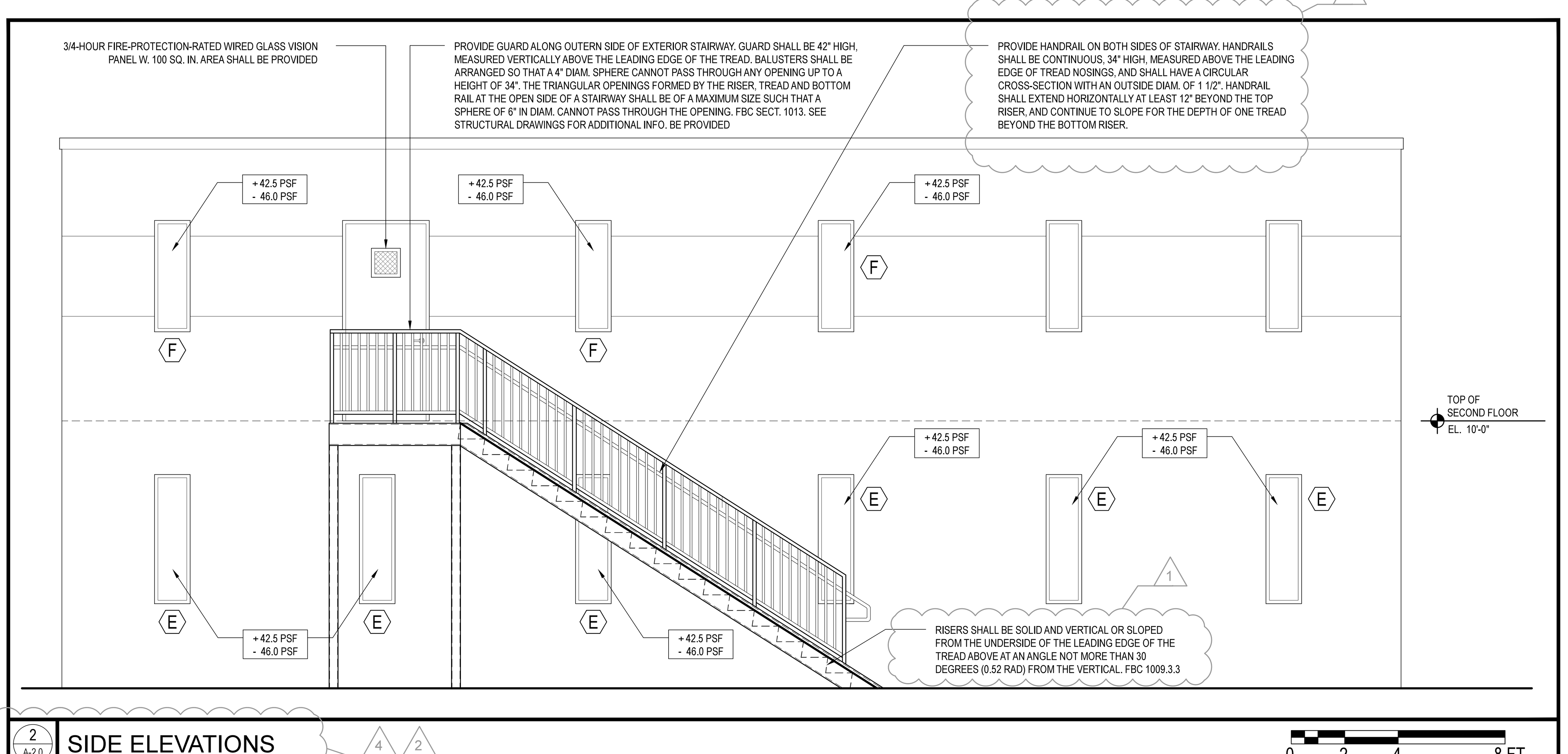
2 OWNER- REQ. REVISION 03-26-2013

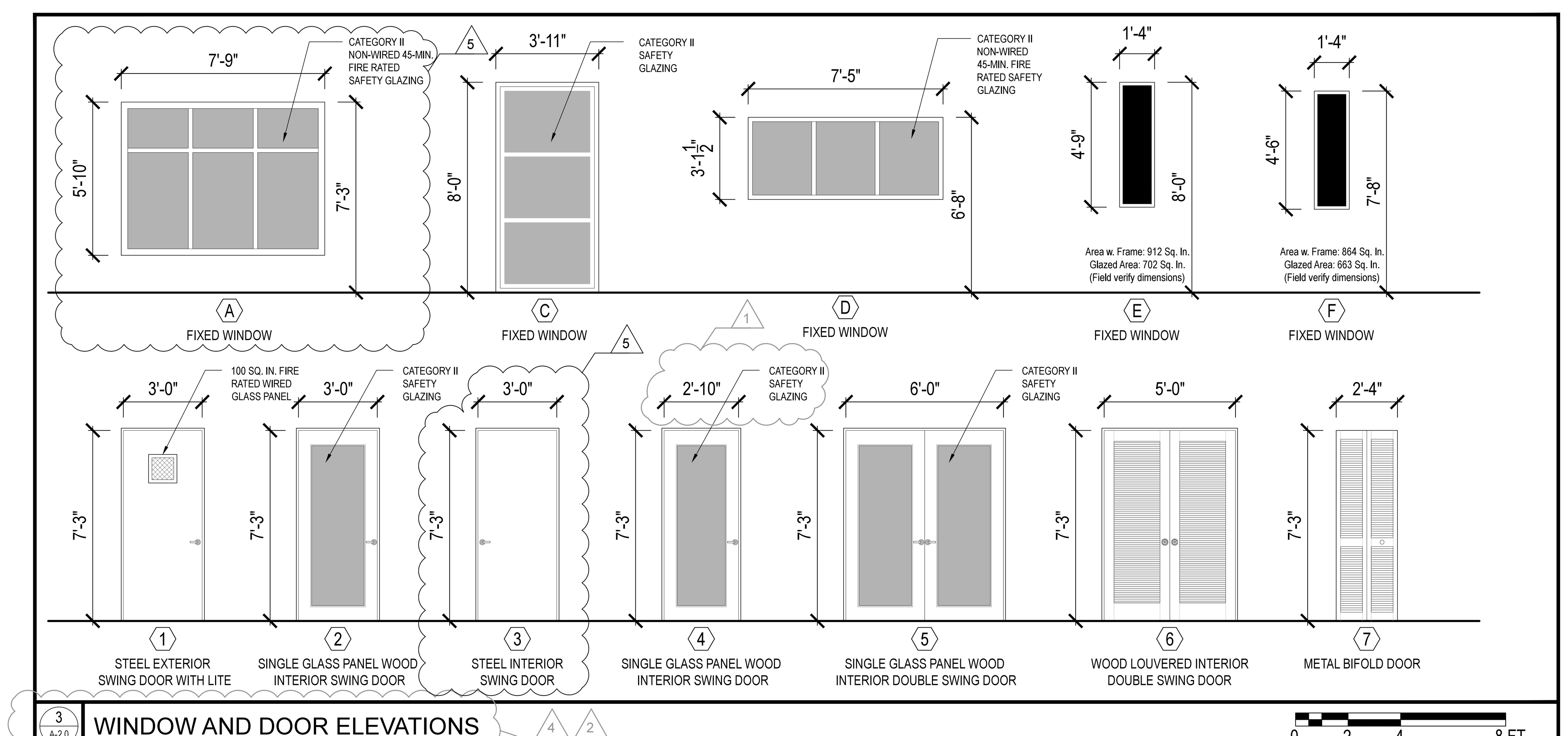
TITLE
ORIGINAL EXISTING FLOOR PLANS & ELEVATION

SCALE
AS SHOWN

SHEET NO. A-1.1







DOOR & WINDOW SCHEDULE

NOTE: FIRE DOOR ASSEMBLIES SHALL BE LABELED BY AN APPROVED AGENCY. THE LABELS SHALL COMPLY WITH NFPA 80, AND BE PERMANENTLY AFFIXED TO THE DOOR OR FRAME. FIRE DOORS SHALL BE LABELED SHOWING THE NAME OF THE MANUFACTURER, THIRD-PARTY INSPECTION AGENCY, FIRE PROTECTION RATING, AND MAX. TRANSMITTED TEMPERATURE END POINT @ EXIT ENCLOSURE

MARK	QTY.	SIZE	DESCRIPTION
1	1	3'-0" x 7'-3"	45-MIN FIRE RATED EXTERIOR SWING STEEL DOOR W & W/O LITE AN WITH STEEL FRAME. PROVIDE SELF-CLOSING DEVICE.
2	2	3'-0" x 7'-3"	INTERIOR SWING WOOD DOOR W. CAT. II SAFETY GLAZING PANEL
3	1	3'-0" x 7'-3"	45-MIN FIRE RATED INTERIOR SWING STEEL DOOR WITH STEEL FRAME. PROVIDE SELF-CLOSING DEVICE
4	1	2'-10" x 7'-3"	INTERIOR SWING WOOD DOOR W. CAT. II SAFETY GLAZING PANEL
5	1	(2) 3'-0" x 7'-3"	INTERIOR SWING WOOD DOUBLE DOOR W. CAT. II SAFETY GLAZING PANEL
6	2	(2) 2'-6" x 7'-3"	INTERIOR SWING WOOD LOUVERED DOUBLE DOOR
7	1	2'-4" x 7'-3"	METAL 2-PANEL BIFOLD DOOR

MARK	QTY.	SIZE	DESCRIPTION
A	1	7'-9" x 5'-10"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY
C	1	3'-11" x 8'-0"	FIXED WINDOW W. ALUM. FRAME AND CATEGORY II SAFETY GLASS
D	1	7'-5" x 3'-1 1/2"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY
E	4	1'-4" x 4'-9"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY (702 SQ. IN. GLAZED AREA)
F	4	1'-4" x 4'-6"	45-MIN FIRE RATED FIXED WINDOW ASSEMBLY (663 SQ. IN. GLAZED AREA)

FINISH SCHEDULE

NOTE:

ROOM	WALLS	CEILING	FLOOR	TRIM
MAIN OFFICE	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE	STAINED FINISHED PLYWOOD	PAINT:SATIN GLOSS BLACK-BROWN
OFFICE AREA	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE		PAINT:SATIN GLOSS BLACK-BROWN
RESTROOM	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE		PAINT:SATIN GLOSS BLACK-BROWN
CLOSET	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE		PAINT:SATIN GLOSS BLACK-BROWN
CONFERENCE ROOM	PAINT: EGGSHELL BONE WHITE	PAINT: WHITE	STAINED CONCRETE	PAINT:SATIN GLOSS BLACK-BROWN

NOTE

SEAL & SIGNATURE

EDUARDO A. PARDO-FERNANDEZ, RA
AR96482

KLKS, LLC
(BYBLOS OFFICE)
7175 S.W. 47th Ave, Suite 210, Miami FL 33155

JOB NO.: 13003

CONTEMPORARY DESIGN STUDIO, LLC
2280 SW 16 Court, Miami, FL 33145 T 305.300.7438

DATE
6.22.2011

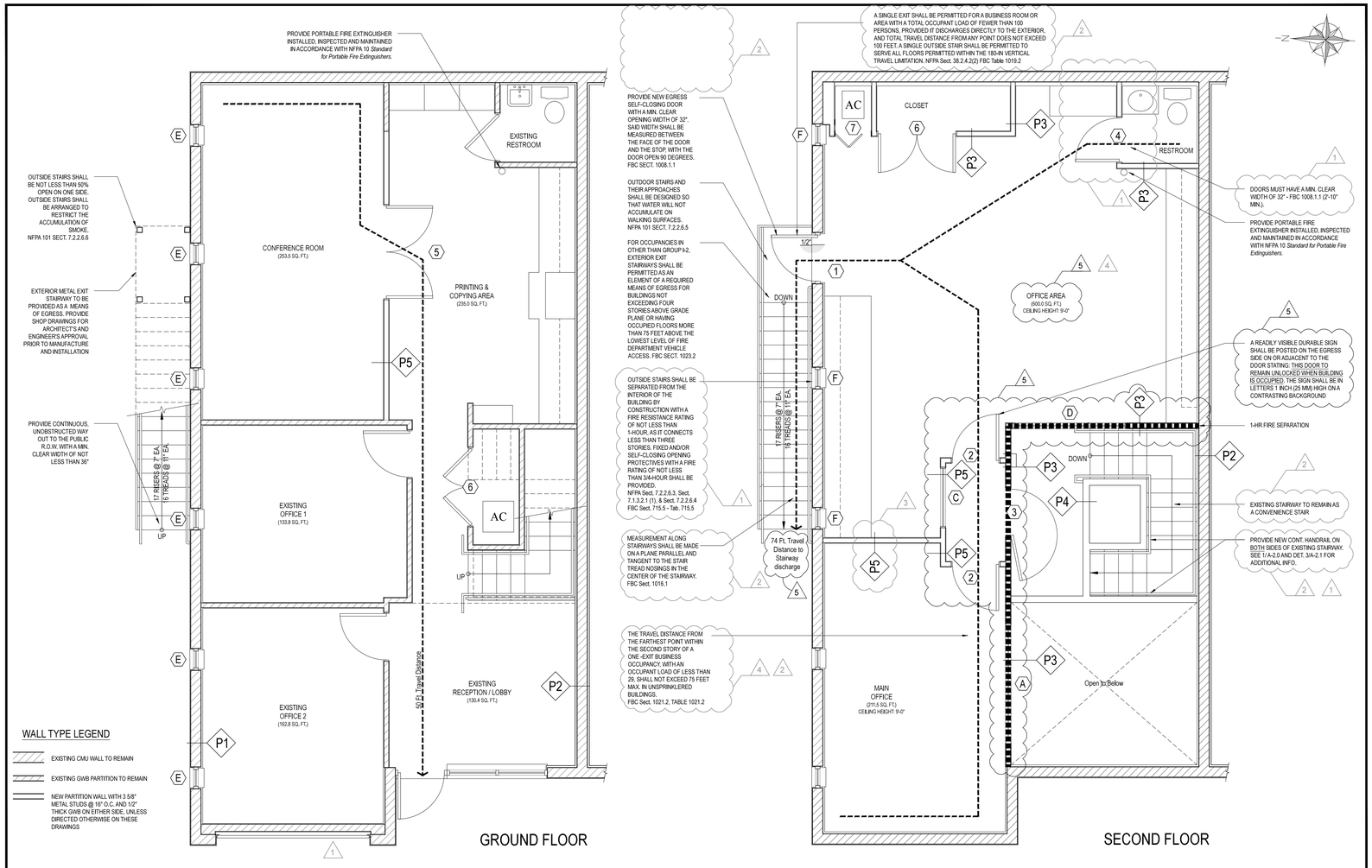
REVISIONS

1	BLDG DEPT COMMENTS	08-26-2011
2	BLDG DEPT COMMENTS	09-28-2011
3	FIRE COMMENTS	10-14-2011
4	OWNER- REQ. REVISION	03-26-2013
5	FIRE COMMENTS	06-05-2013

TITLE
FLOOR PLANS, ELEVATION & SCHEDULES

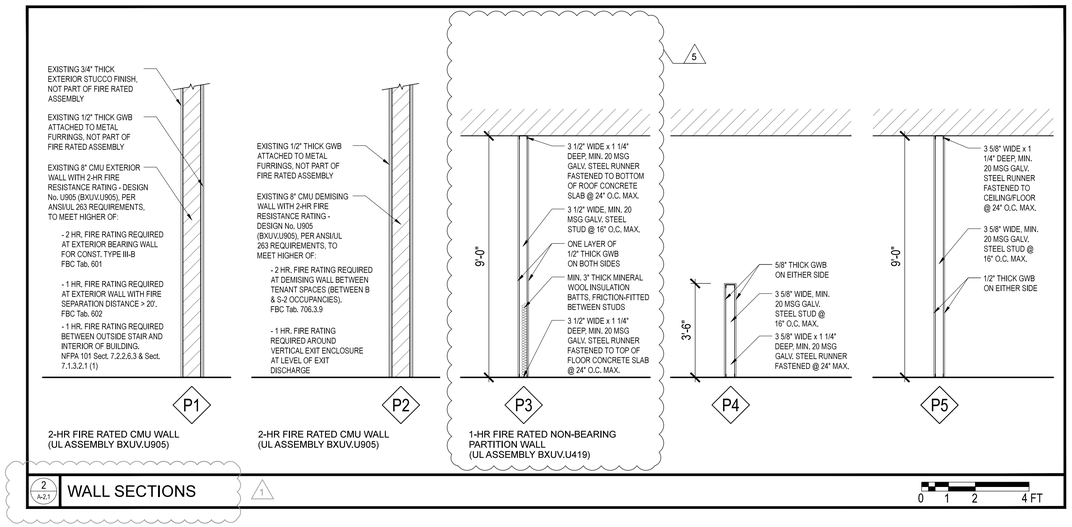
SCALE
AS SHOWN

SHEET NO. A-2.0



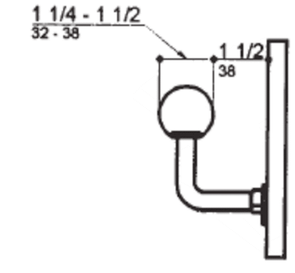
1 A-2.1 LIFE SAFETY ANALYSIS

0 2 4 8 FT



2 A-2.1 WALL SECTIONS

0 1 2 4 FT



(a) Handrail

3 A-2.1 NEW HANDRAIL DETAIL FOR EXISTING STAIRWAY

NOTE: BUILDING IS **NOT** PROTECTED THROUGHOUT WITH A FIRE SPRINKLER SYSTEM.

NOTE: TENANT SPACE BUSINESS OCCUPANCY IS ONLY ONE STORY HIGH ABOVE THE LEVEL OF EXIT DISCHARGE, IS SUBJECT TO LESS THAN 50 OCCUPANTS ABOVE THE LEVEL OF EXIT DISCHARGE, AND IS SUBJECT TO A TOTAL OCCUPANT LOAD OF LESS THAN 300, AS A RESULT, TENANT SPACE IS **NOT** REQUIRED TO BE PROVIDED WITH A FIRE ALARM SYSTEM, AS ALLOWED BY EXCEPTIONS (1), (2) AND (3) OF Sect. 38.3.4.1, NFPA 101, Life Safety Code, Florida Edition.

NOTE: PRINTING AND COPYING AREA ON THE GROUND FLOOR IS INTENDED FOR OFFICE USE PRINTING AND COPYING ONLY.

4 A-2.1 NOTES

SEAL & SIGNATURE

EDUARDO A. FERIA-FERNANDEZ, R.A.
AR94242

NOTE

KLKS, LLC
(BYBLOS OFFICE)
7175 S.W. 47th Ave, Suite 210, Miami FL 33155

JOB NO.:
13003

CONTEMPORARY DESIGN STUDIO, LLC
2280 SW 16 Court, Miami, FL 33145 T 305.300.7438

DATE
6.22.2011

REVISIONS

1	BLDG DEPT COMMENTS	08-26-2011
2	BLDG DEPT COMMENTS	09-28-2011
3	FIRE COMMENTS	10-14-2011
4	OWNER- REQ. REVISION	03-26-2013
5	FIRE COMMENTS	06-05-2013

TITLE
FIRE PROTECTION & LIFE SAFETY

SCALE
AS SHOWN

SHEET NO. A-2.1

Elevators Escalators

August 26, 2013

KONE Inc.
3421 Enterprise Way
Miramar, FL 33025
Tel 954.437.4300 ext. 202
Fax 954.437.4322
Cell 954.882.3863
www.kone.com
Meredith.Sterrett@kone.com

HYT Construction Corp.

RE: Byblos Group

KONE proposes to furnish and install the following for the sum of **$64,930.00**

Elevator #1: 2500#, 150 fpm, KONE Machine-Room-Less Traction Elevator

****The controller closet on the second floor must have a minimum depth of 5'-0" per Miami Dade County requirements.**

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:

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 per elevator 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.

5. Temporary use of the elevator equipment is not included in this proposal, but can providing at a rate of $1,700 per month per elevator. Should the general contractor require temporary use of the elevator, we will require execution of KONE's Standard Temporary Use Agreement that includes parts warranty,

INIT_____

_____

KONE labor for initial inspection and call backs during regular working hours. The agreement excludes cab protection, clean downs, 3rd party inspections and monthly re-inspections.

6. The elevator cab finished flooring (by others) must not be greater than 1/2" thick and 3 lbs. per square foot.

7. The elevators have been engineered for KONE standard interiors. Custom interiors may not be accommodated due to cab weight sensitivity. Please consult with KONE.

8. Any road shut downs for the delivery of elevator equipment are by the General Contractor.

9. If a performance and payment bond is required, please add $4.25 per $1,000.00 of the contract amount.

10. If runtime is required for this project, it can be provided at the rate of $107.00/straight-time hour, $214.00/Overtime hour.

11. We have not included any costs for LULAs/Dumbwaiters/Scissor Lifts/wheel chair lifts/dock levelers in our price at this time.

Site Absolutes:

12. 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 20' x 20' per elevator (or as specified by KONE representative) 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) Provide and install full-covering entry protection, made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.

    f) Permanent single and three-phase power must be available in the machine room/control space.

Elevators Escalators

g) **KONE will provide one (1) hoist beam per elevator that must be installed by others per the approved KONE final layout drawings.** All supports required for the beam(s) are to be furnished, installed, and engineered by others. Sizing/cutting of the hoistbeam is also by others. The hoist beam shall be capable of supporting the load requirements noted on our shop drawings.

h) KONE will provide a 4"x4" life safety beam per elevator. This beam is to be installed by others.

i) Applicable work areas must have adequate lighting.

j) Finished floor marks, which are visible from the hoistway openings at all landings.

Project Specific Clarifications:

13. Our bid is based upon KONE performing 100% of the installation labor in 2014. 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.

14. Pricing is based on KONE standard equipment, insurance, contract and payment terms & conditions. Pricing is subject to change prior to final contract approval and execution.

15. **The unit has been priced with three (3) months of preventative maintenance services and a twelve (12) month warranty. Upon its expiration, additional extended maintenance and warranty can be provided as needed.**

16. The conduit running from the elevator hoistway to the elevator controller room/closet will need to be installed by a licensed electrician. We will help to coordinate the size of the conduit and will be responsible for pulling the wires through the conduit.

17. Battery lowering has not been included.

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

Elevators #1 (EcoSpace Machine-Room-Less Traction)

Quantity:	One (1) Passenger Elevator
Operation:	Simplex
Capacity:	2500#
Speed:	150 fpm
Travel:	10-0"
Landings:	Two (2)
Openings:	Two (2) Front
Clear Hoistway:	8'-4" width x 5'-9" front to back
Pit Depth:	5'-0"
Clear Overhead:	13'-8" to underside of roof
Cab Height:	8'-0"
Controller Location:	Closet integral at the top floor

INIT_____

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Elevators Escalators

Cab Features:	KONE MCD-S 16 gauge steel shell Side wall cab finishes: flush plastic laminate #4 stainless steel front return, transom and door Handrail: Round stainless steel on the rear wall Ceiling: LF-2 Suspended system consisting of a stainless steel frame and fluorescent lighting.
Hoistway Entrances:	KONE standard entrances with knockdown frames of bolted construction Width: 3'-6", Height 7'-0". Side-opening doors Finish: Stainless steel
Fixtures:	KONE KSS570 Series fixture line. One (1) hall station at each opening; One (1) car riding lantern. Main Car Operating Panel with a digital car position indicator in the surface mounted return. All fixtures with a #4 stainless steel finish.

Lead-time Schedules:

Item/Process	Leadtime
Drawings:	2 weeks
Approval:	2-4 weeks*
After receipt of approved drawings...	
Manufacture:	10-13 weeks
Shipping:	1 week
Installation:	Mutually agreeable

* 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.***

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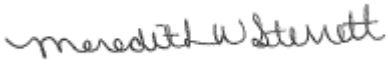
Elevators Escalators

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.



Meredith Sterrett
Sales Consultant
KONE

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_____

INIT_____

_____

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. QUOTATION CONDITIONS

Our offer is based on obtaining a 10 (ten) year KONE Maintenance Agreement. Your assistance in facilitating a meeting with the owner for this purpose is appreciated. 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 6 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. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348.

5. PRICE

Unless otherwise stated pricing for labor and material shall remain firm, but under no circumstances shall KONE be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year

6. INSTALLATION

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.

Within five (5) business days prior to the scheduled delivery date for KONE's materials, KONE will verify whether or not Customer has met the KONE site requirements as set forth in the Proposal. If Customer has not met the KONE site requirements, KONE will so notify Customer. If KONE notifies Customer that KONE is unable to begin installation as scheduled because the Customer has not met KONE's site requirements as set forth in the Proposal, the Customer is responsible for all additional costs incurred by Kone arising from or in connection with Customer's failure to meet such site requirements as schedules. Such costs may include without limitation costs associated with labor reallocation (costs associated with scheduling and rescheduling labor), the cost to re-direct materials to a KONE distribution center or Customer's designated storage facility, additional labor costs for double handling of the materials, costs for additional trucking, freight and insurance, and the reasonable cost for storage in a KONE distribution center. KONE is also entitled to delay the start of the installation, and start of installation is subject to availability of labor. KONE will provide the Customer with such costs in a change order

7. PAYMENT TERMS

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

- 30% of contract value for Engineering, Site Management, Project Overhead, billable and due at the receipt of the subcontract.
- 50% of contract value for Material and Shipping, billable and due upon delivery of the material to the jobsite, Customer designated storage facility, or KONE Distribution Center.
- 20% 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 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.

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.

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"
Site Safety Requirements/ Work by Others

Purchaser to provide the following in accordance with code requirements:

General

1. 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 others.
2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring. Owner must provide certification that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1)
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1, ASME A17.1/CSA B44 sec 2.14.1.8, ASME Z97.1/ CGSB 12.1 in Canada)
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator and controls must remain protected from inclement weather at all times.

Safety

10. Provide adequate, roll-able access into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway with minimum space of 20'x 20' [6m x 6m] per elevator, or as specified by KONE representative: __ft x __ft (__m x __m)
11. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
12. Provide and install full-covering entry protection, made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
13. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE-provided 4" x 4" x 3/8" (100mm x 100mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost on US installations only.
14. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
15. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

Hoistway

16. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
17. Provide hoistway ventilation per code requirements (IBC sec 3004.1). For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
18. Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings.
19. Provide any partitions between common hoistways if applicable.
20. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1/CSA B44 : §3141.7. General Requirements.)
21. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and /or any applicable local code.
22. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per

Bid Attachment "B"
Site Safety Requirements/ Work by Others

KONE final approved layout drawings. 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 corrected to meet the proper dimension at purchaser's expense.

23. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
24. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in California and District of Columbia.
25. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
26. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.
27. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. Note: Traditional angle or concrete sill support is not required.
28. Provide finished-floor height marks visible from hoistway openings at all landings. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
29. Fire service access elevators per code requirement (IBC 406.3.1) shall be provided with hoistway lighting per code requirement (IBC 3007.6.2). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. (applicable only in jurisdictions enforcing the IBC Building Code)
30. Provide suitable lighting for machine space with light switch located in the hoistway on the strike jamb side of top landing door where practical. Illumination to be equivalent to 19 foot-candles (200lx) at machine (ASME A17.1/CSA B44 sec 2.7.9.1) [See Notes 29a & 29b]
31. If the control space is located remote from the elevator hoistway top landing the following may apply:
    a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
    b. Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of strike jamb side of access space door where practical. When permitted by state and local code the light switch should also control the machine space lighting.
    c. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR ANY APPLICABLE LOCAL CODES.)
32. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
33. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.

Pit

34. Provide a legal, dry and clean pit, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads.)
35. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m3/h) per elevator.
36. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.

Bid Attachment "B"
Site Safety Requirements/ Work by Others

37. Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120V AC duplex outlet. Locate per KONE final approved layout drawings (NFPA 70 article 620.85or CEC article 38.85).
38. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
39. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE with EcoSpace units; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing with KONE representative to assure proper fit in hoistway.

Electrical

40. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
41. Canadian Applications – Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
42. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d , CEC articles 38.54/ 38.53/ 36.51d).
43. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase permanent power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
44. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power.
45. When generator is used to provide 3-phase 480/ 208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.
    NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/-10% when measured phase-to-phase and +/-10% when measured phase-to-ground.
46. Provide a dedicated 115VAC, 20 amp circuit in the fire command room piped and wired to the lobby panel where applicable.
47. Provide a dedicated 15 amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
48. Provide separate 115 VAC 15 amp branch circuit for KGC (KONE Group Control), when specified, powered by building emergency power system, when applicable.

Control Space/ Machine Room

49. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. 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.
50. Provide safe and convenient access to machine room (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3)
51. If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings.
52. Provide a clean and dry elevator machine room.
53. If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
54. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
55. Provide dedicated GFCI-protected 120VAC 20-amp duplex (15 amp in Canada) outlet next to each signal control cabinet.
56. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch or circuit breaker. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
    Note 1: If a circuit breaker is to be provided in lieu of fusetrons, an adjustable time-delay style is recommended.
    Note 2: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position, and is normally open (NO) when power is in the OFF position.
    Note 3: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is

Bid Attachment "B"
Site Safety Requirements/ Work by Others

provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position.

57. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator machine room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law, as amended.
58. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
59. Provide emergency power transfer switch and power change pending signals as required- 2 Normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). 1 Contact closes to signal emergency power is present, 1 contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire.)
60. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector, and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.
61. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
62. Provide heat detectors and "shunt-trip operation" when sprinklers are to be provided in machine room or hoistway, (ASME A17.1 sec 2.8.2.1.2, NFPA 13 sec 4-13.5, ASME A17.1 sec 2.8.2.3.1, ASME A17.1 sec 2.8.2.3.2, NFPA 72).
63. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).
64. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada)

Otis Elevator Company

16200 NW 59th Avenue, Suite 109
Miami Lakes, Fl 33014
Direct: (305) 816-5776 Mobile: (954) 279-0593
Office: (305) 816-5740 Fax: 1 (860) 353-3924
daniel.garcia3@otis.com

September 3, 2013

HYT Construction Corp.
Miami, FL
Ph: 305-595-2466
Halim Tohme

Project: Byblos Office

Dear Mr. Tohme,

We are pleased to provide you with our proposal to furnish and install:

One (1) 2,500lb Otis Gen2™ Control Roomless Elevator System at 200fpm

As described in this proposal, for the sum of:

Seventy One Thousand Five Hundred and 00/100 Dollars……..$71,500

Please take note of the following sections of this proposal:

1. **Scope of Work**
2. **Job Specific Clarifications**
3. **Voluntary Alternates**
4. **General Clarifications**
5. **Terms and Conditions**
6. **Preparatory Work by Others**

This quotation is valid for thirty (30) days from the date of submission. Otis predicates the quote upon timely furnishing of a completed hoistway for uninterrupted use.

We appreciate having the opportunity to provide you with our proposal on this project and look forward to working with you and your project team.

Please call me at my mobile (954) 279-0593 if you have any questions.

Sincerely,

Daniel Garcia
New Equipment Sales
Daniel.Garcia3@otis.com
Office: (305) 816-5776
Cell: (954) 279-0593

1. **SCOPE OF WORK**

Passenger Elevator #1

Designation & Model	Otis Gen2™ Elevator System	
Capacity and Speed	2500 lbs Passenger @ 200 fpm	
Stops, Floors & Rise	2 Stops- 2 Front Openings With 40 ft 0 in 0 Of Rise	
Clear Car Inside Dimensions	6 ft 6 in 3/4 wide x 4 ft 4 in 1/8 deep	
Clear Hoistway	8 ft 4 in 0 wide x 5 ft 9 in 0 deep	
Clear Overhead & Pit Depth	Overhead- 12 ft 7 in 0 Pit- 4 ft 0 in 0	
Door Type / Size	One Speed Side Slide- 42 in wide x 84 in high	
Control Space	100% Machine Roomless – no machine room or control space required	
Operation	Simplex	
Power Supply	208 Volts, Phase AC, 60 Hertz	
Cab Enclosure	Cab walls: Otis Painted steel cab shell Ceiling: Flat canopy with 4 LED down lights Front return, header and cab door: Brushed Stainless Steel Full #4 Handrails: Rectangular with stainless steel finish – Rear Wall Cab Height: 7’ 9” under canopy Sills: Extruded Aluminum Pads: Not included.	
Cab Flooring	Furnished and installed by others- 1.25 inch recess	
Hoistway Entrance Finish(s)	Type: Side-Slide Size: 3’-6” wide x 7’-0” high. Finish: Baked Enamel Paint Sills: Aluminum	
Car Fixtures	Type: Otis Brushed stainless steel standard car operating panel including round buttons with blue illuminating halos Qty of Car Stations: One (1) per cab. Finish Stainless Steel Full #4 • Otis ADA hands free phone. • Digital position indicator • In-car directional lantern with gong and floor passing signals • Certificate frame	
Hall Fixtures	ype: Otis Brushed stainless steel standard fixtures mounted in the entrance including round buttons with blue illuminating LED halos Qty Hall Risers: One (1) Hall Position Indicator (s): One (1) at Lobby Level Hall Lanterns: (None) • Access at bottom landing with zoning • Access at top landing with zoning	
Constant Features	Firefighters’ Service Phase I and Phase II Handicapped and braille markings Optiguard® door reversal device Emergency car lighting	
Additional Features	Independent service REM – Remote Elevator Monitoring	
Code Compliance	All applicable local, state and national codes	ANSI A17.1, Florida local code and A.D.A.
	Seismic Zone 0	
Maintenance	3 months after acceptance of elevator by owner including emergency callback service during normal working hours.	

2. **Project Specification Clarifications**

Due to variations in manufacturer standards, Otis is submitting the following clarifications:

2.1. **Elevator quoted is 100% machine room less**. Significant savings can be achieved due to:

2.1.1. A machine room is not required. A controller room is not required either. Significant savings can be achieved by not building these rooms.

2.1.2. **The elevator machine room shown on the plans will not be ulitized for the elevator, it can be eliminated to create additional floor space.**

2.1.3. Electrical disconnects will be by Otis (electrical subcontractor to run the 3-phase power as well as the single-phase up to the top landing, where the controller will be located).

2.2. We have included the following features with are regarded as "upgrades" in the elevator industry:

2.2.1. Regenerative drives on all traction elevators

Flush Mount

- LED illuminated halo available in blue or white
- Satin stainless steel finish

2.2.2. Brushed Stainless Steel Buttons with LED illumination

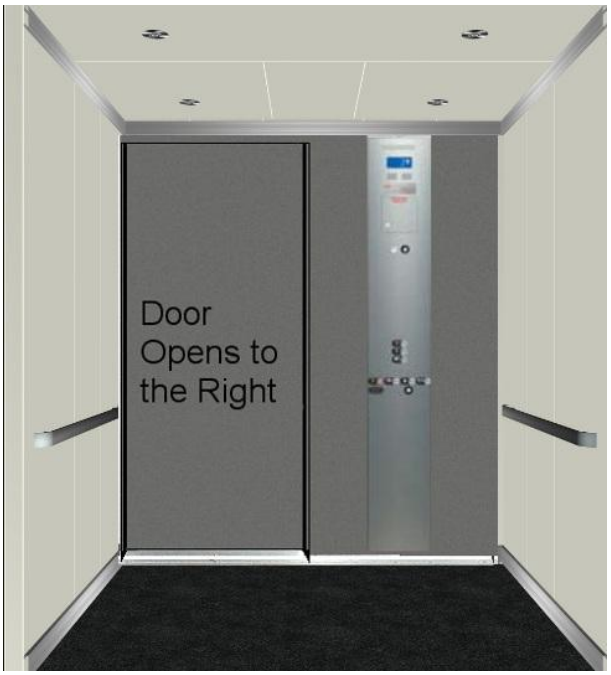
Cab Interior Rendering:

Steel Shell Passenger Cab

Front Only, Single Slide Doors, Flat Metal Ceiling

Panel Arrangements

Vertical Painted Steel Shell panels- 5 back and 3 side with Brushed Steel Trim
Base pieces, located at top and bottom of the cab, are constant features.
Base has a Brushed Steel Finish.



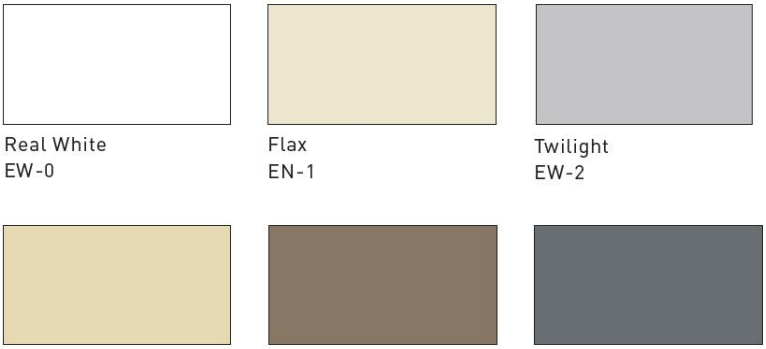
Shown With Optional Side handrails

7'-9" Cab Height Shown.

Entrance / Door Rendering

Baked Enamel Door Frame and Entrance Door

Door and Entrance shown in Safari



* Additional lead time may apply

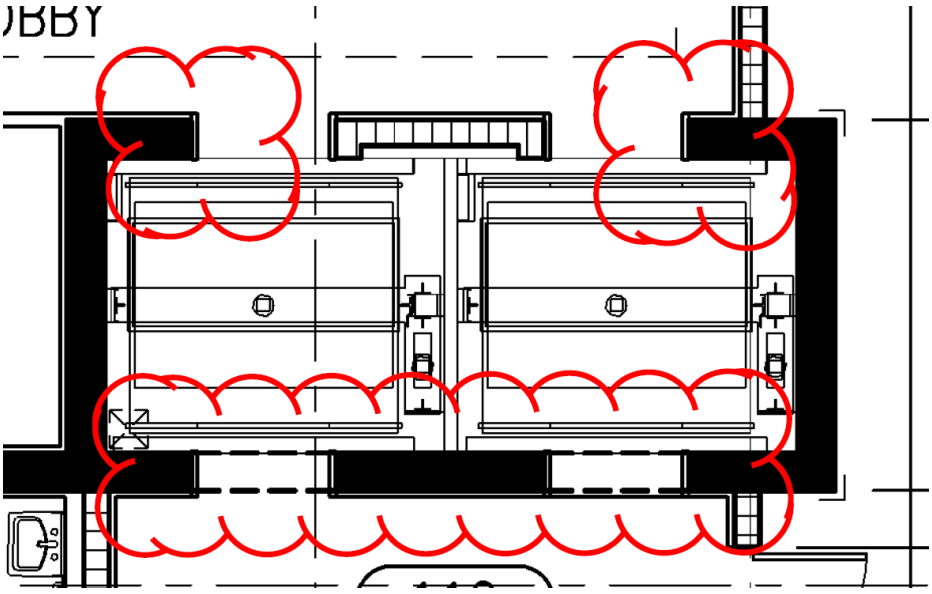
2.3. Our quote is based upon the timely furnishing of a completed hoistway for uninterrupted use. In addition, if the project is delayed past 6/30/14 you will be responsible for any labor and material increases that have occurred.

2.4. Pit ladders are by other trades.

2.5. A safety/hoisting beam is required at the top of the hoistway and is by other trades. It should be located exactly as per the elevator shop drawings.

2.6. Conduit from the hoistway to the remote fire control room as well as pulling of the wiring for the remote lobby panel, shall be by other trades.(If applicable)

2.7. Entrance rough openings should be as per Otis's shop drawings.



2.8. This proposal is provided with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery and installation prior to **6/30/2014.** If Otis is unable to order materials in a timely manner due to delays on behalf of the owner, general contractor

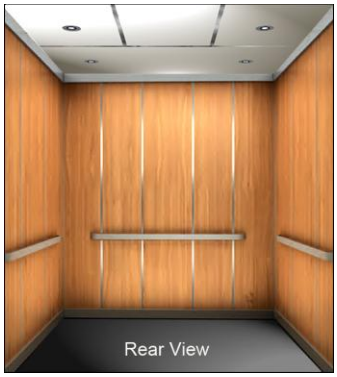
and/or agent thereof, or if delivery is requested after **6/30/2014,** the owner and/or general contractor will be responsible for all cost increases incurred by Otis. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.

2.9. When requested, Otis will provide input regarding the vertical transportation installation schedule, and Otis will contract for a specific, and mutually agreeable, installation schedule.

2.10. General contractor to provide and install hoistway entrance protection as required by the Occupational Safety and Health Administration (OSHA) (1926.502(j), and as noted in the "Work By Others" section prior to Otis is scheduled to staff the project.

3. Alternates

3.1. **ALTERNATE # 1 – Laminated Steel Cab Shell** -You may ADD $700 to the base bid contract price to:Furnish and install our Laminated Steel Cab Shell in lieu of the Painted Steel Shell Cab in base bid.



3.2. **Alternate #2 – Stainless Steel Entrances & Doors** - You may Add $600 to the base bid contract price to: Furnish and install Brushed Stainless Steel Entrances and Doors at all floors in lieu of Baked Enamel Entrances and Doors in base bid.

4. General Clarifications

4.1. Miami-Dade County requires that sump pits be at least 18" x 18" x 24" deep.

4.2. As per the elevator code, a sump pump should be provided for the elevator pit. The sump pump/drain shall have the capacity to remove a minimum of 3,000 gal/hr per elevator. Miami-Dade County requires that it discharge to an oil/water separator, or that it be of the "intelligent (detects oil) type". The pump or drain cannot discharge directly to the sewer or sanitary.

4.3. Miami-Dade County elevator officials have brought to our attention that they will start to enforce the following Florida Building Code 2007 requirement (the 2010 code has a similar one) regarding hoistway vent openings which requires that the elevator hoistway vents be equipped with motorized dampers. This makes sense as this keeps humid air outside of the buildings which reduces energy being consumed by AC systems. This damper should open when the overhead smoke detector is activated.

13.409.AB.3.1 Stair and shaft vents. Stair and elevator shaft vents shall be equipped with motorized dampers that are capable of being automatically closed during normal building operation and are interlocked to open as required by fire and smoke detection systems.

4.4. The installation of the elevator equipment may require the use of specialized tools that Otis may rent. The rental cost of these specialized tools is included in this proposal for a period of **One (1)** month per elevator, the period of time we will need to install each elevator. If there are delays to the elevator installation schedule beyond Otis' control, and if those delays necessitate additional rental tool costs, Otis will be reimbursed for all additional rental fees and any associated labor.

4.5. Contractor will provide one (1) dedicated outside telephone line to the elevator machine room as

described in the “Work by Others” section.

4.6. Fully executed change orders must be received prior to Otis performing any additional work outside the scope of the base contract. Otis will not accept oral or written “directives to proceed” without a fully executed and agreed-upon change order.

4.7. Any fees required via participation in a third party billing consolidator will be passed on to Contractor via change order and will handled in the same manner as all other change orders per our clarifications.

4.8. Change orders will be stated price (lump sum). In the event a stated price cannot be calculated, hourly rates for Time and Material (T/M) are below.

	Per Man
Regular time hourly rate:	**$179**
Overtime hourly rate:	**$250**

4.9. Contractor will communicate to Otis supervision who the signatories and/or titles, roles and positions are which are authorized to sign time tickets on-site that will be used as support documentation for T/M change orders. Work cannot commence or continue until a designated signatory signs the document.

4.10. Contractor will be responsible for providing suitable and secure on-site storage as described in the “Work By Others” section of this proposal.

4.11. If contractor is not ready to accept delivery of the material on the requested/notified delivery date, contractor will give us sufficient notice of a local point where contractor will accept delivery, and be responsible for all monthly storage fees. An extra charge will be assessed for any double handling, re-transportation or inefficiencies created by non-adjacent storage conditions.

4.12. We require suitable tractor trailer access to the building for unloading of material. In addition, we need roll-able access from unloading point to storage and storage to hoistway area.

4.13. If Otis is requested to operate the elevator for others, or perform labor outside of the scope of this work, that work will be performed in accordance with our normal hourly labor rates.

4.14. Contractor agrees to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to de-mobilize from the job due to delays in work by others not in our contract, we shall be entitled to a re-mobilization charge of twenty five hundred ($2,500) dollars. We will also extend the stated schedule to the extent that we are delayed.

4.15. Should any elevator be required for temporary use before final acceptance of the elevator and substantial completion, others will provide without expense to Otis Elevator Company, if required, temporary car enclosures, requisite guards or other protection for elevator hoistway openings, mainline switch with wiring, necessary power, signaling devices, lights in car and elevator operators together with any other special labor or equipment needed to permit this temporary usage. Otis Elevator Company will be reimbursed twenty five hundred ($2,500.00) dollars to cover expenses associated with the additional inspection fee and the required clean-up. Otis will also be reimbursed at the rate of fifty ($50.00) per day for the normal elevator maintenance. Neither the twenty five hundred dollar ($2,500.00) “clean-up and additional inspection” fee or the fifty dollar ($50.00) per day charge will cover elevator equipment damage that may occur during the temporary service period. Otis’ temporary acceptance form will be executed before any elevator is placed in temporary use, and the cost of equipment rehabilitation will be paid for by contractor.

4.16. When an elevator is used for temporary service, the completion date may, as a result of the temporary service, be extended by Otis Elevator Company. Otis Elevator Company shall provide notice of the extension at the time the elevator is made available for the temporary service.

4.17. This proposal includes a one-time final inspection fee. Should re-inspection be required because of work that is not the responsibility of Otis, contractor will be responsible for the cost of re-inspection and remobilization for Otis personnel. A minimum change order of twenty five hundred ($2,500) dollars will be executed prior to rescheduling a follow-up inspection.

4.18. The following close-out documents will be provided: our standard owner’s information manual, our standard final layout/installation drawings, and our standard warranty letter. Unless otherwise specified, 2 copies of each will be provided. Additional copies are available at $100 per set.

5. **Terms and Conditions**

5.1. Non-Otis contract language: In the event contractor does not accept Otis Standard Commercial Terms and the Otis Acknowledgement Letter, the contract price may be altered.

5.2. It is agreed that neither party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, water damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

5.3. It is agreed that Otis will not be responsible for any Liquidated Damages. Should the contract documents require provisions for Liquidated Damages, our bid is contingent upon review of the schedule to assure Otis can achieve the desired date with our standard lead times. Security for elevator material delivered to the jobsite is the responsibility of the Contractor. The Contractor is responsible for all costs to replace any damaged, stolen or missing elevator equipment. Otis will not be responsible for deductibles on Builder's Risk insurance policies. Otis will provide a change order, police report, and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

5.4. Otis will provide surety bond(s) in the form provided by Otis' Surety at no cost. This is in lieu of participation in any type of surety wrap-up or Subguard program.

5.5. If payment and performance bonds are requested of us, please add $10.00 per $1000 of resulting contract amount.

5.6. OTIS agrees to provide evidence of insurance coverage but cannot name others as additional insured or waive our rights of subrogation. All insurance coverage afforded to you or others shall terminate upon final acceptance of the work. If "Owners and Contractors Protective Insurance" is required in addition to our standard Certificate of insurance add ($X.00 per $1000).

5.7. This proposal does not include any provision for an "Owner Controlled Insurance Program" (OCIP/CCIP/Wrap Up). That option is not available, and no deduct is available for Otis' participation.

5.8. Our proposal is based the following payment terms:

5.8.1. Our quoted price is based on the "Initial Payment" equaling thirty-five percent (35%) of contract award. This amount, plus a fully executed subcontract must be received prior to releasing equipment for manufacturing.

5.8.2. Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.

5.8.3. Monthly "Progress Payments" will be calculated as the proportionate value of work performed relative to the remaining balance due on this sub-contract (i.e. balance due after the "Material Delivery Payment" is received). This includes any materials stored on or offsite. Also, contractor agrees to make progress payments to Otis for any work performed prior to final execution of the contract and/or the submission of any required documents other than those required for payment applications.

5.8.4. Final payment (retainage) will be due thirty (30) days after final acceptance of the elevator installation, otherwise all warranties and New Installation Service (NIS) will be suspended.

5.8.5. Otis must be paid ninety-five percent (95%) of the final contract price prior to scheduling the state inspection and turnover of the elevator equipment.

5.8.6. All change orders must be executed and paid prior to scheduling final inspection.

5.8.7. Otis does not accept credit cards as a form of payment.

5.8.8. Otis will not agree to any language referencing or implying "pay when paid". This contract is between Otis Elevator and referenced Contractor. The attached payment schedule ("Schedule of

Values") is not contingent upon Contractor's ability to be paid by others or any other factor or event not described above.

5.8.9.

Schedule of Values:

Description	Percent of Total Contract Value / Billing Cycle
Design, Engineering, Material procurement, Superintendent's initial site visit, and Layouts	35% Billed upon award. Due in 30 days or prior to release of factory orders whichever occurs first.
Factory Materials	50% Billed the month before shipment occurs. Due the month material is delivered. Installation will not commence until the material is paid for.
Installation Labor	15% Billed each month as work progresses. General milestones for reference purposes. Additional invoices may occur between these milestones.

5.9 Our proposal includes our Remote Elevator Monitoring (REM®) feature. This feature will be installed during the original installation for the duration of the warranty/maintenance period. Upon expiration of this service period, if the owner elects not to continue maintenance with Otis, it is understood that this REM unit will be removed by Otis from the jobsite and remain in our possession.

5.10 All software supplied with the elevator is licensed to you or your successors but only for use with, and for operation of this elevator.

5.11 Otis will not supply information such as internal Otis manuals, manufacturing drawings or source code. Any counters, meters, tools, remote monitoring devices, communication devices, or other such equipment that we may use or install to deliver service under this proposal and any resulting contract remains our property, solely for the use of our employees. Such equipment is not considered as part of the elevator. If the contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove such equipment, including the resident software, at our expense.

5.12 In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.

5.13 Otis equipment installations comply with all applicable local, state and national elevator codes. Compliance with all other building code requirements is solely the responsibility of the contractor.

5.14 Warranty: Twelve (12) months after acceptance of elevator. The elevator contractor's acceptance is conditional on the understanding that their warranty covers defective material and workmanship. The guarantee period shall not extend longer than one (1) year from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. The guarantee excludes ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect or any other causes beyond the control of the elevator contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. This express warranty is in lieu of all other warranties, expressed or implied, including any warranty or merchantability or fitness for a particular purpose.

6. **Preparatory Work By Others**

The following items must be performed or provided at no cost to Otis Elevator Company ("Otis") by the Owner or General Contractor or their agents in accordance with governing codes. The price and installation schedule of Otis is based on these job-site conditions existing at the beginning and during the installation of the elevator equipment. Failure to provide the items specified in this list will result in

additional work or installation delays performed by Otis Elevator beyond the scope of our contract and a change order will be submitted for materials and/or labor expended. Please refer to our Installation Handbook for details and dimensions for the following items.

All work must be performed per the applicable national and or local codes.

6.1. General Prep/Work

6.1.1. Provide on-site storage area for elevator equipment as follows: dry and enclosed, provides roll-able access to the elevator hoistway at the ground level, located within 100 feet (30.5 meters) of the hoistway and is larger than 25 x 20 feet (7620 mm X 6096 mm) per elevator. Any warranties provided by Otis for elevator equipment are null and void if equipment is stored in a manner other than a dry enclosed building structure.

6.1.2. Provide sufficient on-site refuse containers for the proper disposal of elevator packaging material. Should sufficient refuse containers not be provided, disposal of packaging material shall become the responsibility of the owner. Otis will maintain its work area clean of all debris or trash that results from its work and will practice good housekeeping. Participation (labor or monies) in composite clean-up crews is not included.

6.1.3. Provide any cutouts to accommodate elevator equipment (conduit, troughing, venting, and hall fixtures), along with the fire-safing/patching/painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.

6.1.4. Jobsite meetings: Otis to attend periodic (daily, weekly or otherwise) jobsite meetings only when previously notified that elevator issues will be discussed. Payment of penalty fees due to non attendance is not included.

6.1.5. Protection from Falls:
As required by the Occupational Safety and Health Administration **(OSHA) 1926.502 B) (1-3)** a freestanding removable barricade at each hoistway opening at each floor. Barricades shall be 42" (1067mm) high, with mid-rail and kick board, and withstand 200 lbs. of vertical and horizontal pressure.

6.1.6. Protection from Falling Objects:
As required by the Occupational Safety and Health Administration **(OSHA) 1926.502(j)** hoistway protection from falling debris and other trades materials by either:

1.) Full entrance screening/mesh in front of all elevator entrances
2.) Secured/controlled access to all elevator lobbies (lock and key) with posted Notice "only elevator personnel beyond this protection."

Notes:

- The previous two requirements (Protection from Falls and Protection from Falling Objects) can be integrated systems.
- Hoistway barricades and screening shall be constructed, maintained and removed by others.

6.2. Hoistway & Pit Prep/Work

6.2.1. Provide and install a Steel, I-beam shaped safety beam with a maximum flange width of 8 11/16" (220mm), from side wall to side wall at the top of the hoistway, capable of withstanding a minimum net live load of 7500 lb (3402 kg) per elevator. Reference Otis Layout for location. A 4" minimum clearance is required from top of beam to top of hoistway.

6.2.2. If your jobsite voltage is > 480 Volts and your controller is to be located in the front wall, an additional steel I-beam needs to be provided and installed. It is to be located per the Otis layout & sized the same as the safety beam.

6.2.3. Provide a clear plumb hoistway with variations from the size shown on the Otis layout not to exceed -0"/+1" (25mm) and not less than the clear dimensions shown on the Otis layout

6.2.4. Provide adequate rail bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway to comply with the rail reaction forces detailed on the Otis Contract Layout. Provide adequate support for the top rail brackets at locations above the top landing as specified on the Otis Layout. Provide separator beams where required. Unless approved by Otis, rail-bracket

attachment supports must be exposed and flush with the clear hoistway line.

If the floor-to-floor height exceeds the maximum bracket spacing allowed by the elevator code, Otis requires some form of Steel support to properly attach our guide rail brackets. The maximum allowed bracket spacing is indicated in the rail force and bracket detail table on the Otis layout. Any rail bracket mounting surfaces that are not in line with the finished hoistway dimension (i.e. the clear hoistway line) may need to be extended to meet the required distance. Otis agrees to provide guidance on this matter at the appropriate time.

If rail bracket embedded plates or inserts are provided by Otis they shall be installed by others in accordance with Otis documentation and instructions.

6.2.5. If vertical tube Steel is utilized as rail support on car rail side, opposite cwt., (2) vertical tubes spaced at 20.4" (518mm) on center are required for car rail brackets with "A" dimension ≥ 5.76" (146mm).

6.2.6. Provide adequate support at all fastening points of each entrance. Provide plumb vertical surfaces for entrances and sill supports, one above the other, and square with the hoistway.. Finish floor and grout, if required, between doorframes to sill line. A horizontal support is to be provided 1 foot (305mm) above the clear opening at the top landing to support the doorframe assembly. If floor heights exceed 12'-0" (3657mm), a horizontal support is to be provided 1'-0" (305mm) above the clear opening.

6.2.7. Prior to the start of installation, provide a dry, properly framed, enclosed and vented hoistway in accordance with all applicable codes.

6.2.8. Provide a pit floor designed to sustain vertical forces (based on safety impact) on car and counterweight rails and impact loads on car and counterweight buffers as shown on the Otis layout. The pit must be dry and clean. The elevator pit must have a floor drain or sump pump to prevent the accumulation of water. Location to be coordinated with Otis to avoid all elevator components and access areas. In areas requiring fire fighters emergency operation (FEO) a sump pump/drain shall be provided that shall have the capacity to remove a minimum of 11.4 m^3/h (3,000 gal/h) per elevator (2.2.2.5, ASME A17.1-2007/CSA B44-07). Otis recommends that the owner verify the drain or sump pump system is in compliance with all applicable codes and laws.

6.2.9. The front entrance wall at the main landing and top landing, is not to be constructed until after all elevator equipment is installed in the hoistway (the entire front wall – CLEAR HOISTWAY WIDTH – must be open for installation). Remaining front entrance walls are not to be constructed until after door frames and sills are in place.

The rough openings, per sizes shown on the Otis layout, are required. Prior to the completion and turnover of the elevator(s), all entrance walls must be installed and rough openings filled in complete to maintain fire rated hoistway requirements.

6.2.10. Provide and install a fixed vertical iron ladder in each pit as required by governing code and located per Otis layout or as coordinated with Otis personnel. Ladder width and pit wall pocket requirements are shown in the pit plan view on the Otis layout.

6.2.11. Install permanent light fixture in each elevator pit with illumination of not less than 100 lx (10 fc) as measured at the pit floor. The light bulb(s) shall be externally guarded to prevent contact and accidental breakage. The light switch shall be so located as to be accessible from the pit ladder.

6.2.12. Glass used in hoistway construction must block 98% or more of incident full-spectrum ultraviolet radiation for the full height of the hoistway.

6.3. Machine Room-less (MRL) Machine Space Prep/Work

6.3.1. Maintain the temperature at the top of the hoistway (machine space) between 32º F (0º C) and 104º F (40º C). This space also includes the car controller which is mounted at the top landing. Relative humidity shall not to exceed 95% non-condensing. Provide ventilation to suit Otis heat release amounts as shown in Otis Confirmation of Power Supply form. Local codes may require tighter temperature ranges and higher ventilation levels. Please check with your local code authority for the exact requirements in your area. If your machinery space temperature exceeds this requirement, contact your local Otis sales representative for assistance.

6.3.2. Install a permanent light fixture at the top of the hoistway (machine space) of not less than 200-lux (19 fc) as measured at the level of the standing surface on the car when the elevator is at the top landing. Light switch is to be located in the hoistway per the Otis layout.

6.3.3. Install a permanent light fixture at the top landing entrance (control space), in the hall, of not less than 200-lux (19 fc) as measured at the floor level. Light switch is to be located close to the elevator entrance.

6.4. Control Room/Space and Machine Space Prep/Work

6.4.1. Provide a suitable control room/space(s) with access and ventilation in accordance with all applicable codes and regulations. The control room/space(s) shall be maintained at a temperature between 32°F (0°C) and 104°F (40°C) to be measured 6 feet (1830 mm) above the floor and 1 foot (305 mm) out from the front center of the car controller(s). Relative humidity is not to exceed 95% non-condensing. Provide ventilation to suit Otis heat release amounts as shown on the Otis Confirmation of Power Supply form. Local codes may require tighter temperature ranges and higher ventilation levels, please check with your local code authority for the exact requirements in your area. If your control room/space(s) temperatures exceed these requirements, contact your local Otis sales representative for assistance.

6.4.2. Provide illumination of control room/space(s) of not less than 200 LUX (19 FC) as measured at floor level. Light switch is to be located within 18” (157 mm) to the lock-jamb side of the access door to the control room/space(s).

6.4.3. Install a permanent light fixture at the top of the hoistway (machine space) of not less than 200 LUX (19 FC) as measured at the level of the standing surface on the car when the elevator is at the top landing. Light switch is to be located in the hoistway per the Otis layout.

6.4.4. Provide control room/space(s) with self-closing and self-locking doors with a group 2 locking device. In addition, ensure that all air gaps around the doors are sealed (i.e. threshold, weather stripping, etc.)

6.4.5. Maintain the temperature at the top of the hoistway (machine space) between 32º F (0º C) and 113º F (45º C). Relative humidity not to exceed 95% non-condensing. Provide ventilation to suit Otis heat release amounts as shown on the Otis Confirmation of Power Supply form. If your machine space temperatures exceed these requirements, contact your local Otis sales representative for assistance.

6.4.6. Provide an “ABC” fire extinguisher, minimum 10 lbs in control room.

6.4.7. If controller room is located remotely from the elevator hoistway, provide two (2) 4” conduits per elevator, as well as any cutting, including cutouts, as well as fire safing and patching to accommodate such.

6.5. Fire Prevention Prep/Work

6.5.1. Provide hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator fixture boxes, rail bracket fastenings, and any other penetration into the hoistway walls).

6.5.2. In the United States provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.

6.5.2.1. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.

6.5.2.2. For each group of elevators, provide a normally closed contact representing all smoke detectors located in lobbies, hoistways, or control room/space(s), but not the smoke detector

at the designated return landing (see above) or the smoke detectors as described in the two items below:

6.5.2.2.1. If a smoke detector is located in the hoistway at or below the lower of the two recall landings, it shall be wired to activate the same normally closed contact as the smoke detector located in the lobby at the lower of the two recall landings.

6.5.2.3. If the control room/space(s) are locate at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landing.

Requirements for intermittently illuminating the fire hat visual signal in the car operating panel, either of the following two apply:

6.5.2.3.1. i. For a single unit or for a group of elevators having one common control room/space(s) and one common hoistway, provide one additional normally closed contact representing the control room/space(s) and hoistway smoke detectors.

6.5.2.3.2. ii. If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one control room/space(s), provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the control room/space(s) for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.

6.5.3. Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are installed in the hoistway(s), control room/space(s), or machine space(s), a means to automatically disconnect the main line power supply of the affected elevator prior to the application of water is required (unless prohibited by local code). In addition, when the Automatic Recovery Operation (ARO) is specified, the means provided to automatically disconnect power to the elevator shall be equipped with an additional auxiliary contact that is positively opened when power is removed from the elevator system. This automatically controlled mainline disconnect must be provided with all associated wiring and conduit to the controller.

6.5.4. Provide control room/space(s) and door to code compliant fire-resistive construction.

6.5.5. Provide an “ABC” fire extinguisher, minimum 10 lbs for machine space.

6.6. Electrical Requirements

6.6.1. If a (3) phase arrangement is to be ordered, prior to the start of installation provide a permanent three (3) phase electrical-feeder system with a separate equipment-grounding conductor terminating in the control room/space(s), located per Otis layout. Feeder conductors and grounding conductor sized according to elevator current characteristics as shown on the Otis Confirmation of Power Supply form. Feeder conductors and grounding conductor must be copper. A fused disconnect switch or circuit breaker capable of being locked in the open position, for each elevator per the National Electrical Code (ANSI/NFPA 70) or Canadian Electrical Code (C22.1) with feeder or branch wiring to controller [NEC 620-51, 620-61(D), and 620-62/CEC Rule 38-013(2)(a)]. The disconnecting means required by the National Electrical Code/ CEC [Rule 38-051] shall be provided with all associated wiring and conduit to the controller. Size of main contacts to suit elevator power characteristics. Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to class RK1 fuses. Fuses or circuit breakers are to be time delay to cover the full load up accelerating current. Accelerating current typically is the peak as indicated on the Otis Confirmation of Power Supply Form, and lasts for duration not to exceed 7 seconds. Feeder conductors and associated wiring to the controller to be sized to limit wiring voltage drop to 5% maximum when delivering elevator full load up accelerating current. The building power system used to operate the elevator(s) shall be capable of supplying non linear loads and be capable of absorbing the regenerated power listed on the Otis Confirmation of Power Supply form. In addition, when the Automatic Recovery Operation (ARO) is specified, the mainline fused disconnect switch or circuit breaker shall be equipped with two auxiliary contacts that are positively opened when the mainline disconnect is in the OFF position.

6.6.2. If three (3) phase power is not available at the start of installation, a temporary single phase 220V, 55 ampere power supply with fused disconnect or circuit breaker for each elevator and available in the control room/space(s) can be provided. Authorization from the Otis construction superintendent is required to install using temporary power.

6.6.3. Provide a dedicated 125-volt, 15-ampere single-phase branch circuit; with a fused disconnect switch or circuit breaker. This disconnect or breaker shall be capable of being locked in the open position

and located per the Otis layout. This branch circuit supplies the car lights, car top receptacle, auxiliary lighting power source, and ventilation on each car in compliance with the National Electrical Code [NEC 620-53] or Canadian Electrical Code [CEC Rule 38-053].

6.6.4. Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators, for remote monitoring. This disconnect or breaker shall be capable of being locked in the open position and located per the Otis layout, CEC [Rule 38-053]..

6.6.5. All 125 volt, 15 or 20 ampere single-phase receptacles installed in pit(s), machine space(s), control room/space(s) shall be of the ground-fault circuit-interrupter type. A dedicated single-phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection.

6.6.6. Provide electric power for lights, tools, welding, hoisting, etc. during installation with sufficient power for starting, testing and adjusting the elevator. Provide a 220 volt, 30 ampere, 4 wire single phase circuit for temporary platform operation. Access to the circuit must be near a hoistway opening in the lower half of the building and must be available to start the installation.

6.6.7. Provide one (1) dedicated outside telephone line, per group, to the elevator control room/space(s), and terminated at the controller designated by the Otis construction superintendent. Please check with your local code authority for the exact requirements in your area, one dedicated telephone line per elevator may be required.

6.6.8. In areas under the jurisdiction of AMSE A17.1-2004/CSA B44 or later where the elevator travel is greater than or equal to 60 feet /18 meters, provide two-way voice communications means that shall enable emergency personnel within the building to establish communications to each car individually without intervention by a person within the car. The communication means shall override communications to the outside of the building and once established shall only be terminated by emergency personnel outside the car. Refer to ASME A17.1-2004 CSA B44 or later, section 2.27.1.1.4 for exact requirements.

6.6.9. For elevators having an intra building intercom, provide a separate 120 volt, 15 ampere, single phase power supply with fused SPST disconnect switch or circuit breaker, located as required for inter-communicating system power supply. Circuit to be arranged for feeding from the building emergency lighting supply if provided. Conduit and wiring for remotely located inter-communicating stations.

6.6.10. For installations having Lobby Panels, Fire Control Room Panels, Elevator Monitoring Systems or Remote Controller Rooms provide required conduit (size and number as specified by Otis) with adequate pull boxes from the elevator hoistway(s) to the location or locations required. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

6.6.11. For installations having emergency (standby) power, provide the emergency (standby) power unit and means for starting it. The emergency (standby) power unit shall deliver to the elevator via disconnect switches in the control room/space(s), sufficient power to operate one or more elevators at a time at full rated speed, and rated load. The Emergency (standby) Power source shall be sized to handle the regenerated power from the elevator control drive system(s) as listed in the Otis Confirmation of Power Supply Form.

An automatic Power Transfer Switch for each power feeder to monitor both normal and emergency (standby) power conditions and to perform the transfer from one to the other. Switch to have two sets of normally closed dry contacts, one to be open when the switch is in the emergency (standby) power position; the other to open upon initiation of power transfer and to close when transfer is complete. Switch to have an inhibit function which will delay transfer to normal and/or emergency (standby) power by an adjustable period of 0 – 300 seconds. Switch shall have a phase monitor feature, which prohibits the transfer of power between “live” sources unless the sources are in phase with each other. If a shunt trip device is provided, an additional normally closed contact, with all associated wiring and conduit to the controller, is required from the emergency (standby) power source. The emergency (standby) power unit must be capable of absorbing regenerative power per elevator in accordance with ANSI/NFPA 70 requirement 620.91.

Emergency (standby) power system shall be connected to 125-volt power circuit as noted in note A.2. of the Power Confirmation for the branch circuit supplying the car lights, car top receptacle, auxiliary car lighting power source and car ventilation.

You agree to indemnify and save Otis harmless against any and all liability and costs arising out of your failure to carry out any of the foregoing requirements.