

**REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS
OF CHAPTER 553, PART II, 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: STARK BUILDING

Address: 202-204 CENTRE STREET, FERNANDINA BEACH, FL 32034

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: JOSE MIRANDA/MIRANDA ARCHITECTS

Applicant's Address: 914 ATLANTIC AVE, SUITE 1E, F.B., FL 32034

Applicant's Telephone: (904) 261-4596

Applicant's E-mail Address: jmiranda@mirandaarchitects.com

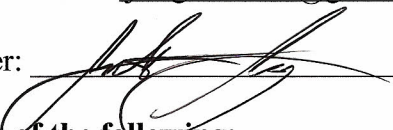
Relationship to Owner: ARCHITECT OF RECORD

Owner's/Tenant's Name: STARK BUILDING LLC

Owner's Address: P.O. BOX 16987, FERNANDINA BEACH, FL 32035

Owner's Telephone: (973) 464-2134

Owner's E-mail Address: jferguso2002@gmail.com

Signature of Owner: _____


3. Please check one of the following:

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.)

Historic circa 1882, 2-story masonry vernacular building of approximately 8,000 gross square feet. First floor includes five (5) retail tenant suites of approximately 4,100 sq ft. Second floor includes proposed renovation of existing business/office tenant spaces of approximately 3,900 sq. ft.

5. **Project Construction Cost (Provide cost for the alteration):**

Project Construction Costs (full scope of renovation work by Dougherty & Company) per proposal dated 10/18/13: **\$ 174,000**

Applicable Construction Costs (altered areas of work, excluding electrical/mechanical)

Suite 1D Renovations (work previously permitted)

General Conditions:	\$ 2,300
Concrete/Masonry Repair:	\$ 2,100
Demolition/Framing:	\$ 2,200
New ADA Door/New Window:	\$ 1,800

Second Floor Renovations

General Conditions:	\$ 5,800
Concrete/Masonry Repair:	\$ 1,200
Demolition/Framing/New Doors:	\$ 34,000

TOTAL APPLICABLE COSTS: \$ 49,400

6. **Project Status:** Please check the phase of construction that best describes your project at the time of this application. Describe status.

In Plan Review

* Briefly explain why the request has now been referred to the Commission.

Local Building Official has determined that scope of renovation project requires that entire second floor comply with FBC Accessibility requirements thus making the renovation project both cost prohibitive and technically infeasible given the nature and configuration of the historic building.

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 FBC 2010 Accessibility Code, 201.1.1

Issue 2 – Accessible Route FBC 2010 Accessibility Code, 206

Issue 3 – Toilet Facilities FBC 2010 Accessibility Code, 213

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.

[X] The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general.

The historic nature of the circa 1882 building and its site limitations place an unreasonable financial hardship on the owners to provide full compliance with accessibility requirements. It is technically not feasible to accommodate vertical accessibility without compromising the structural integrity and historic character of the existing building.

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

Financial costs of full compliance will render proposed renovation project not feasible. See section 9 below of cost estimates for each accessibility element required.

[X] 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 section 9 below of cost estimates for each accessibility element required.

9. **Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates.** For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.

A. Vertical Accessibility: *(See attached cost estimate)*

Limited Use/Limited Access Lift (LULA): **\$ 67,260.00**

Vertical Platform Lift: **\$ 37,560.00**

B. Accessible Route: *(See attached cost estimate)*

Widening of existing door openings: **\$ 7,835.00**

Floor leveling/threshold ramps: **\$ 3,890.00**

C. Toilet Facilities: *(See attached cost estimate)*

Demolition of existing restrooms and installation
of one (1) ADA-compliant unisex restroom: **\$ 9,870.00**

10. Licensed Design Professional: Where a licensed design 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.

As project architect, I have studied this historic building and determined that it is neither technically feasible nor financially viable to provide full compliance with the Florida Building Code -- Accessibility. I serve as chairman of the local Historic District Council and have requested and received confirmation (see attachments) from the City of Fernandina Beach, Community Development Director that this building is a historic property listed as contributing to the National Register District. My client is requesting waiver from the accessibility requirements for two primary reasons; 1) the building is a qualified historic building where compliance is not readily achievable and 2) the cost for code-required accessibility upgrades exceed the 20% disproportionate cost criteria and place a serious financial burden on the building owners.

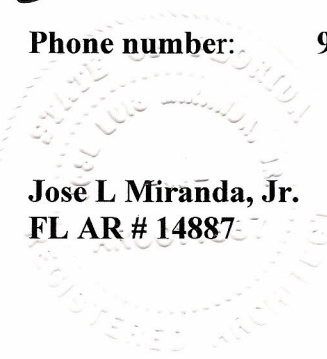


Signature

Jose L Miranda, Jr.
Printed Name

Phone number: **904-261-4586**

Jose L Miranda, Jr.
FL AR # 14887



CERTIFICATION OF APPLICANT:

I hereby declare 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 7 day of March, 2014



Signature

Jose L. Miranda, Jr.

Printed Name

I understand that if I falsify, misrepresent, or omit any material information on this document, the Commission may revoke any order and will notify the building official of the permitting jurisdiction.

KNOWINGLY MAKING A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY IS A MISDEAMEANOR OF THE SECOND DEGREE PURSUANT TO SECTION 837.06 F.S. AND SECTION 775.083, F.S.

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.

2010 Florida Accessibility Code, Chapters One; Two; Three; Four
a. and Six as pertains to:

- 1. ADA compliant entrance and routes;
- b. 2. ADA compliant vertical accessibility.
- 3. ADA compliant floor level changes;
- c. 4. ADA compliant bathroom facilities.

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

Yes No Cost of Construction \$ 47,400.00

Comments/Recommendation Provide code compliance or compliance
with the States review of these matters and findings.

Jurisdiction City of Fernandina Beach, Nassau County, Florida

Building Official or Designee Donald P. Kukla, Jr.
Signature

Donald P. Kukla, Jr.
Printed Name

PX 3322
Certification Number

(904) 310-3137, Fax, (904) 310-3460
Telephone/FAX

dkukla@fbfl.org
Email Address

Address: Community Development Department 204 Ash Street
Fernandina Beach, Fla. 32034

LIST OF ATTACHMENTS

A. Stark Building As Built Floor Plans (denotes locations of photos)

AB-1 – As Built First Floor Plan

AB-2 – As Built Second Floor Plan

AB-2a – Second Floor Plan Showing Floor Level Changes

B. Existing Building Photos

Stark Photo 001 – Exterior Centre Street

Stark Photo 002 – Exterior North 2nd Street

Stark Photo 003 – Exterior Rear of Site

Stark Photo 004 – Exterior N. 2nd Street Door Entry to 2nd Floor Stairway

Stark Photo 005 – Exterior Tenant 1D Entry

Stark Photo 006 – Exterior Tenant 1E Entry

Stark Photo 007 – Exterior Tenant 1C Entry

Stark Photo 008 – Interior Restroom Hallway Floor Level Change

C. Stark Building Construction Drawings

A2 – Stark Building Demolition Plan

A3 – Stark Building Second Floor Plan

D. Cost Estimates

1. Dougherty & Co., LU/LA Proposal

2. Custom Lifts, Inc, LU/LA Proposal

3. Dougherty & Co., Platform Lift Proposal

4. Custom Lifts, Inc, Vertical Platform Lift Proposal

5. Dougherty & Co., Interior ADA Modifications Proposal

E. Adrienne Burke Letter re: historic building

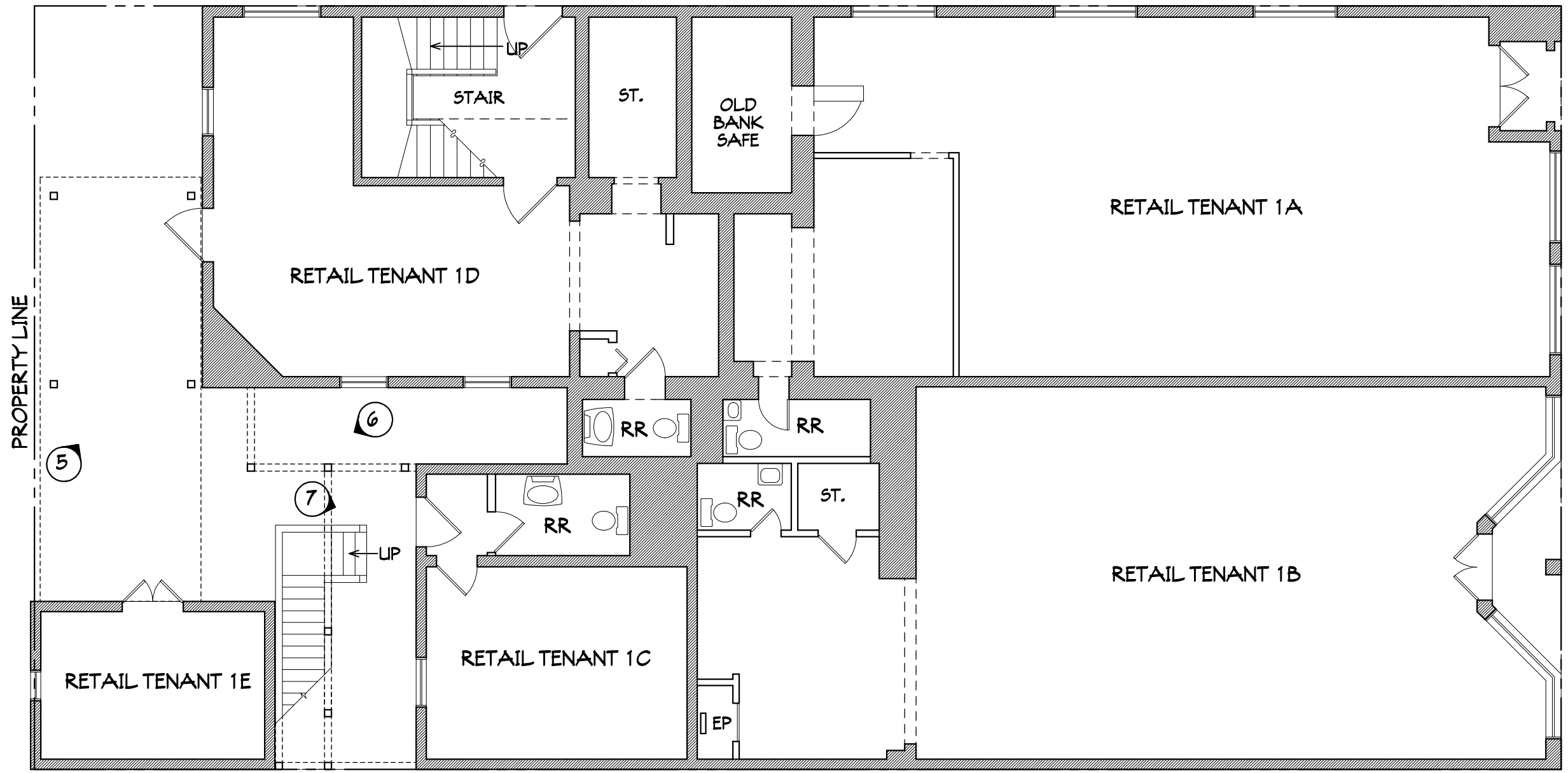
F. Sanborn Fire Insurance Map of Fernandina from 1884 showing Stark Building
(old address 233-234)

3

2

4

1





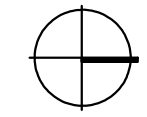
 NON-LOAD BEARING WALLS
 LOAD BEARING WALLS

 PHOTO LOCATION

EXISTING FIRST FLOOR PLAN



SCALE 1/8" = 1'-0"

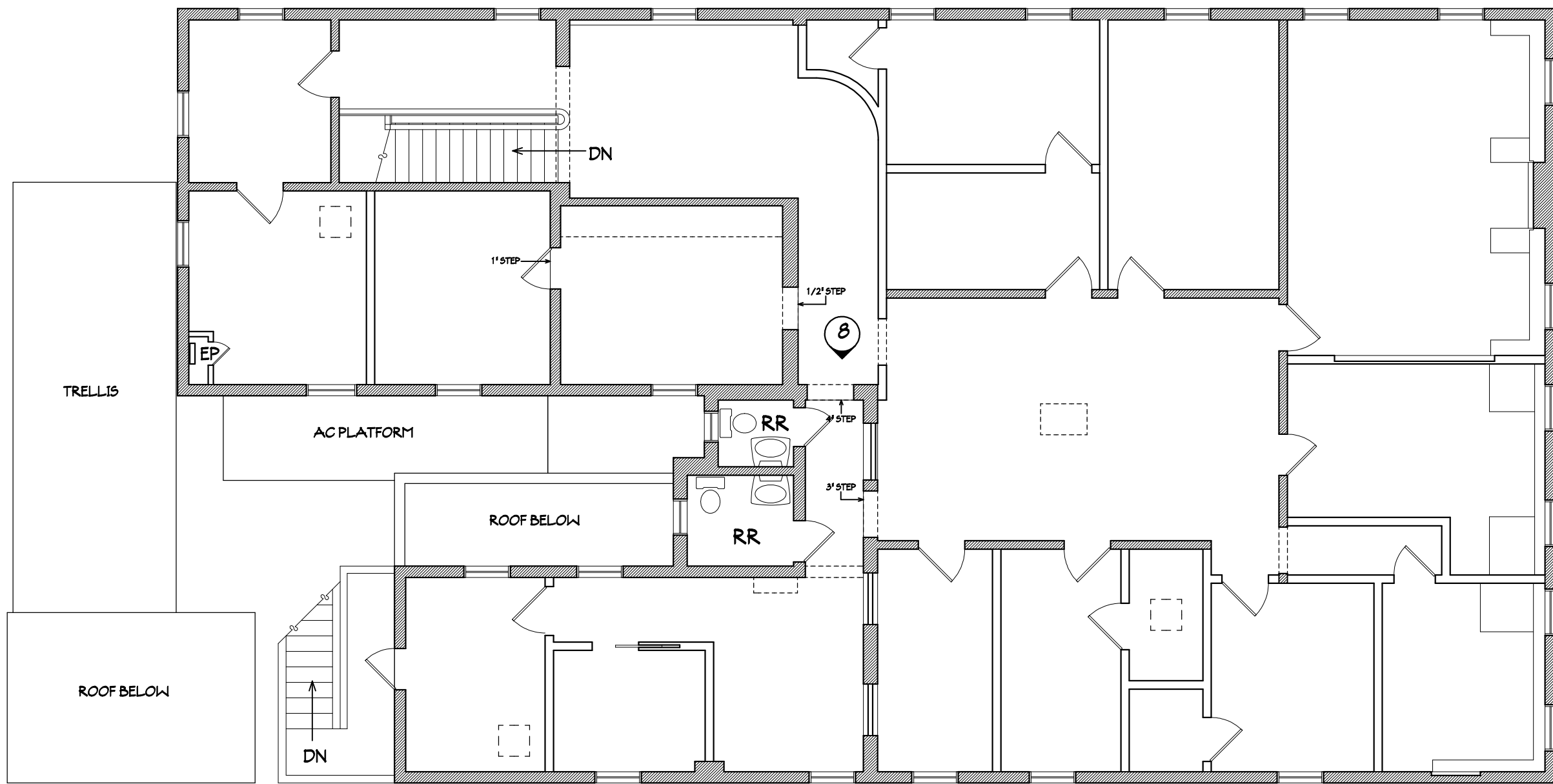
MIRANDA ARCHITECTS
 94 ATLANTIC AVENUE, SUITE E
 FERNANDINA BEACH, FL 32034
 904-261-4586
 www.mirandaarchitects.com
 P.L.L.C.

202 CENTRE STREET BUILDING
FERNANDINA BEACH, FL 32034

EXISTING FIRST FLOOR PLAN	

03-05-14

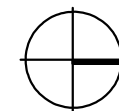
AB1



 NON-LOAD BEARING WALLS
 LOAD BEARING WALLS

 PHOTO LOCATION

EXISTING SECOND FLOOR PLAN



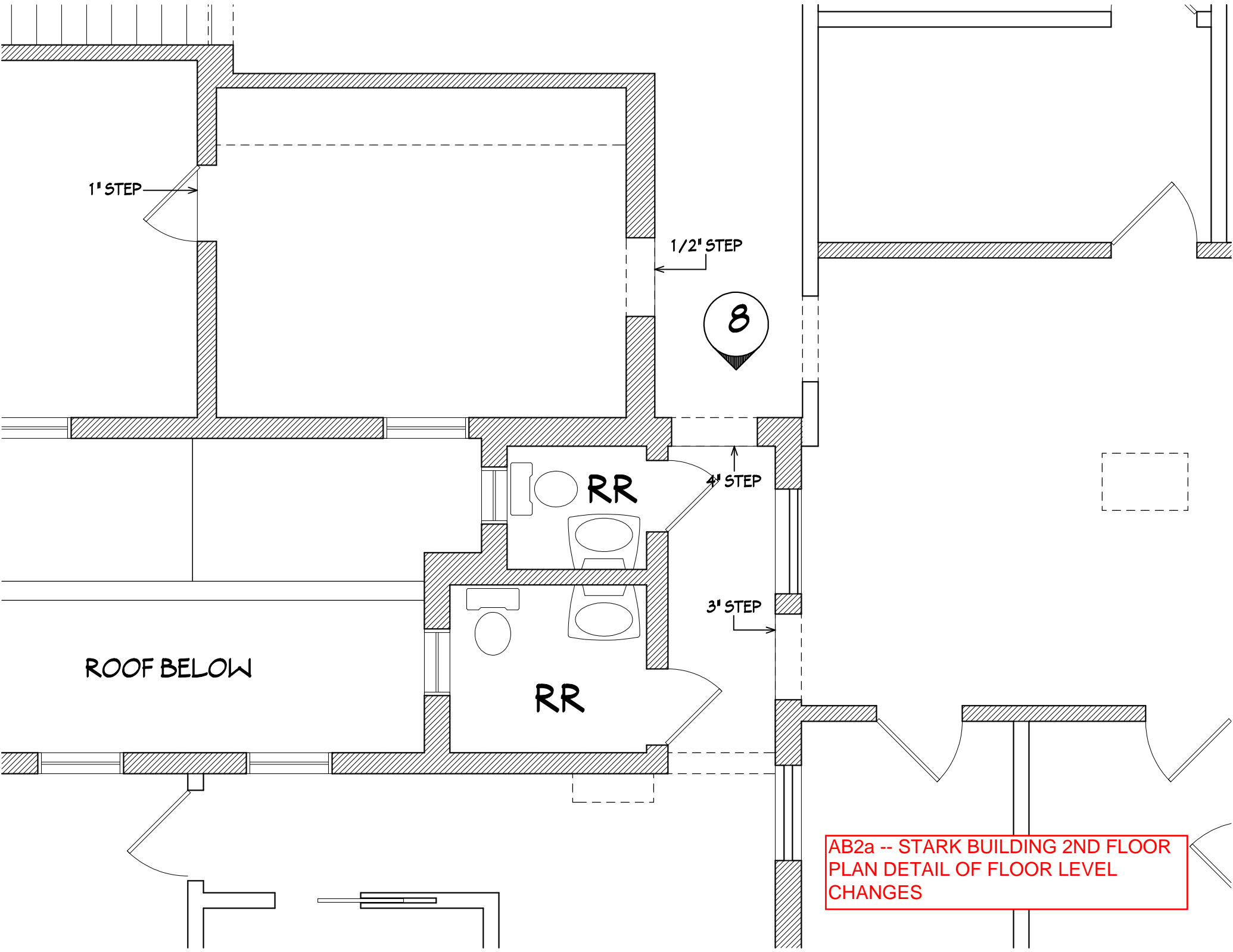
SCALE 1/8" = 1'-0"



EXISTING SECOND FLOOR PLAN	

03-05-14

AB2





STARK BUILDING PHOTO 001



STARK BUILDING PHOTO 002



2nd To None Made
GIFT CERTIFICATE
AVAILABLE
Call 810-6576

STARK BUILDING PHOTO 003



STARK BUILDING PHOTO 004



STARK BUILDING PHOTO 005



STARK BUILDING PHOTO 006



2nd To None
Massage



STARK BUILDING PHOTO 008

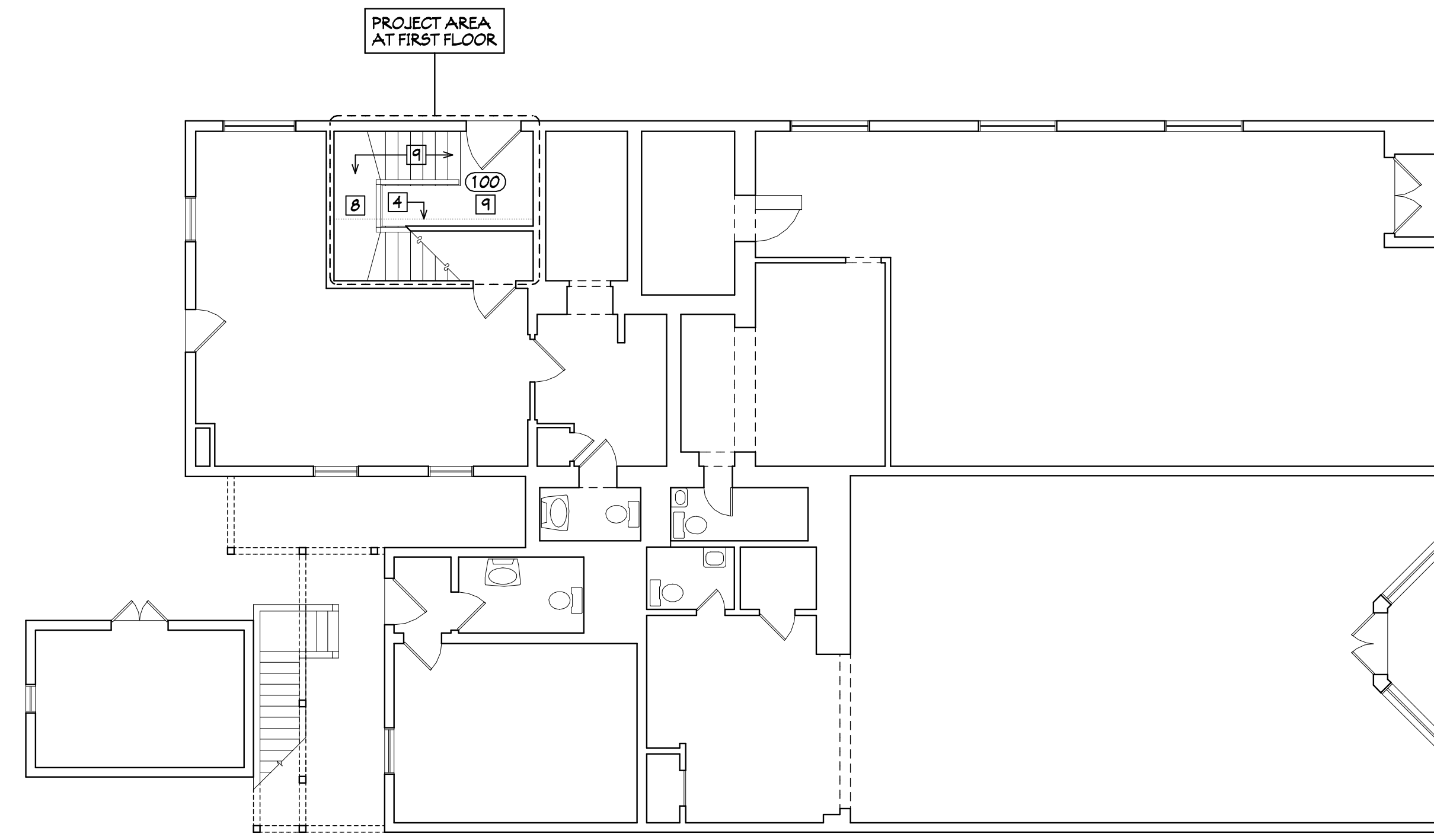
DEMOLITION PLAN LEGEND

- EXISTING WALL TO REMAIN
- - - FEATURE TO BE REMOVED
- - - FEATURES ABOVE (I.E., SOFFITS, VAULTED CLGS.)
- - - FEATURES BELOW (I.E., KNEE SPACES)
- (100) FINISH SCHEDULE ROOM REFERENCE NUMBER
- 1 DEMOLITION PLAN NOTE REFERENCE NUMBER

DEMOLITION PLAN NOTES

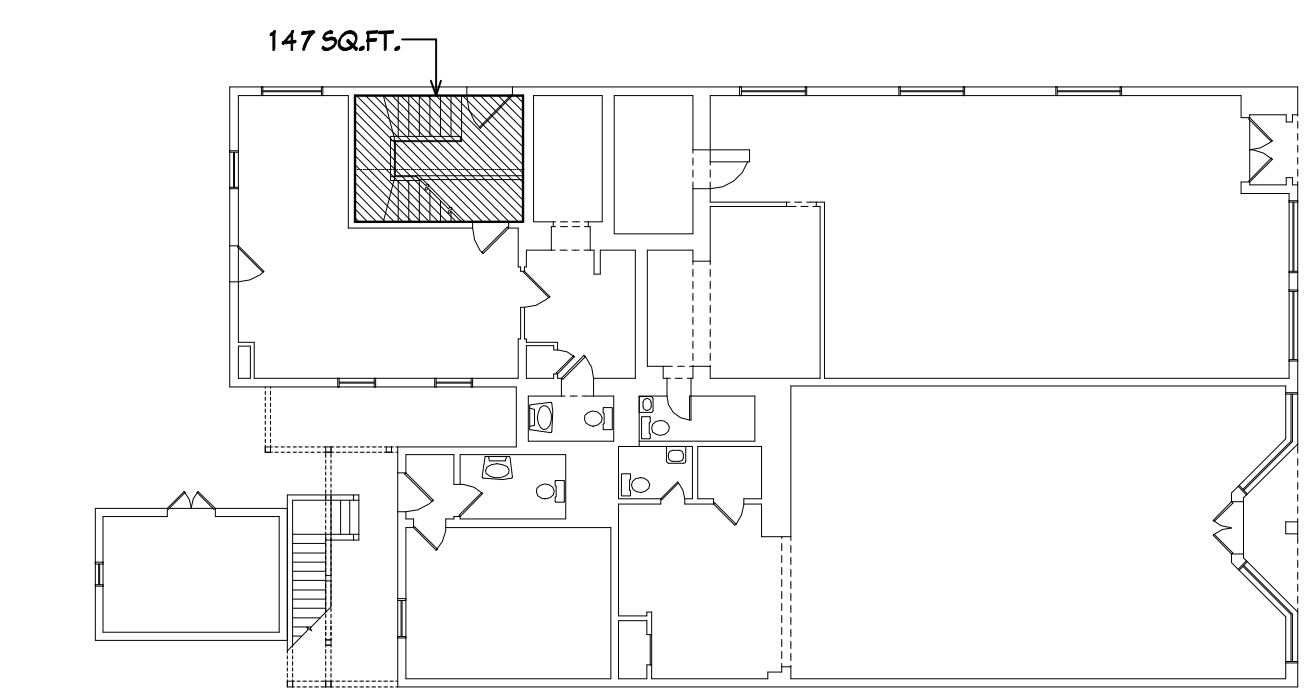
- 1 REMOVE EXISTING DOOR
- 2 REMOVE EXISTING PLUMBING FIXTURE
- 3 REMOVE EXISTING WALL
- 4 REMOVE EXISTING FLOOR SYSTEM
- 5 REMOVE EXISTING CEILING FINISH ONLY
- 6 REMOVE EXISTING WOOD FRAME BOX CONCEALING TIE-BACK SYSTEM
- 7 REMOVE EXISTING INFILL PANEL
- 8 REMOVE DRYWALL FINISH -- ONE SIDE OF WALL ONLY (AS INDICATED)
- 9 REMOVE EXISTING FLOOR FINISH

This drawing and the design ideas and concepts it represents have been prepared by the Architect, Engineer, or other professional person named on this drawing and it is to be used only for the project and site for which it is prepared.

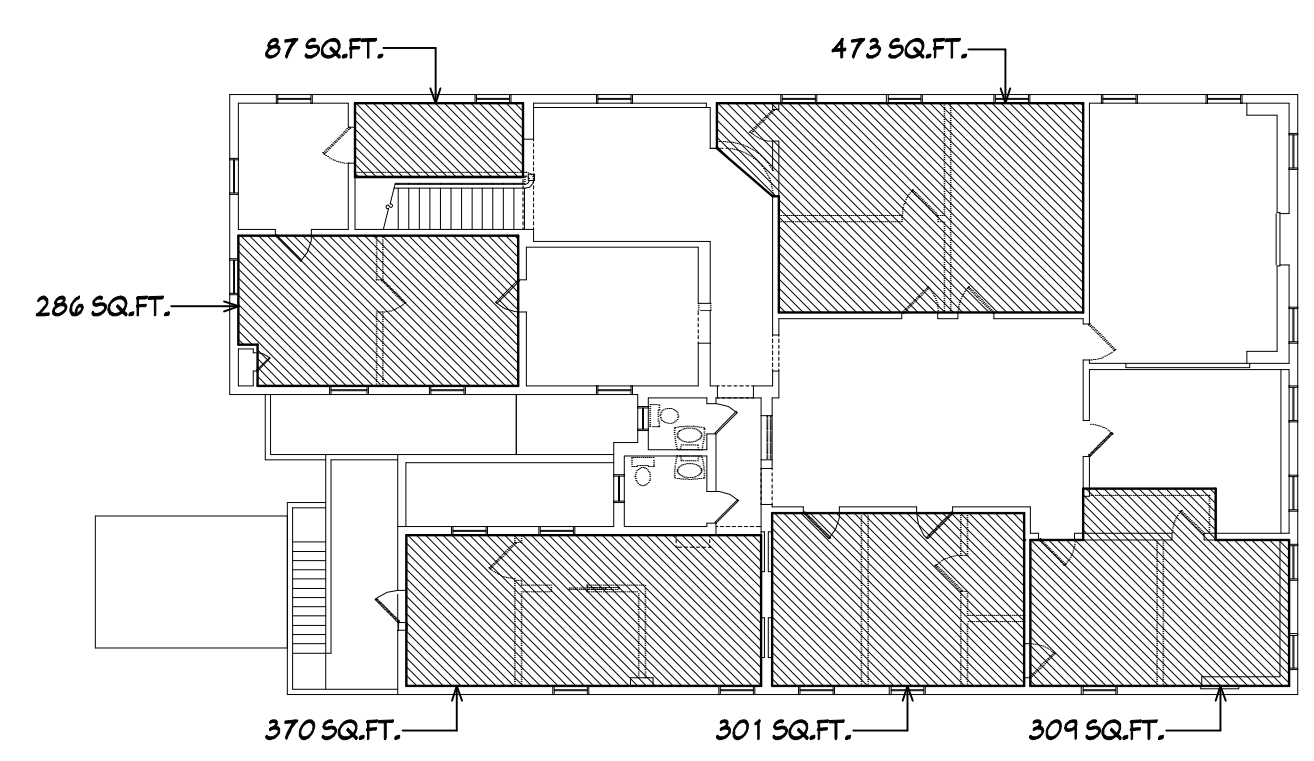


FIRST FLOOR DEMOLITION PLAN

1/8"=1'-0"



FIRST FLOOR

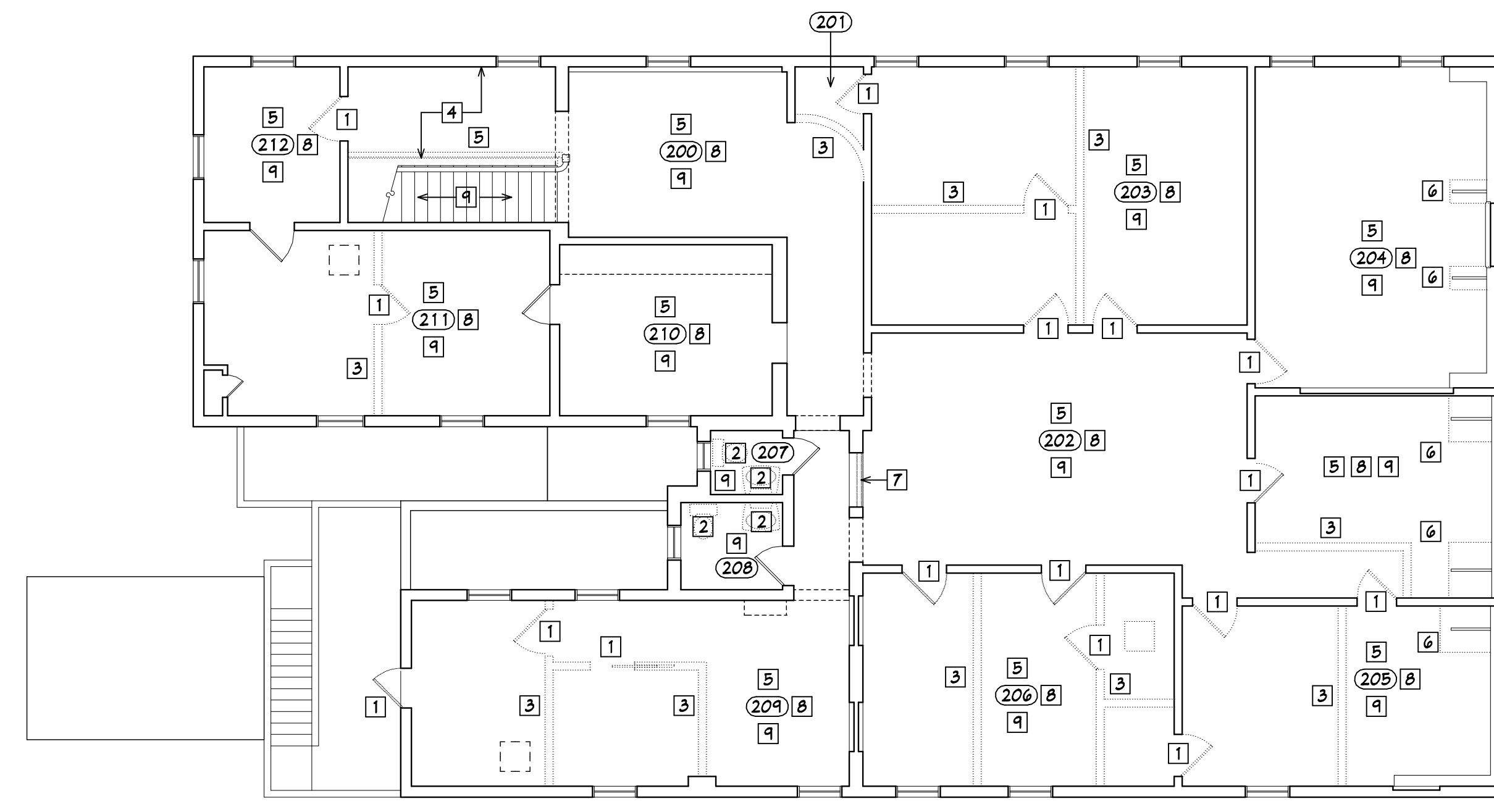


SECOND FLOOR

WORK AREA CALCULATIONS	
FIRST FLOOR WORK AREA	147 SQ.FT.
SECOND FLOOR WORK AREA	1,826 SQ.FT.
TOTAL WORK AREA	1,973 SQ.FT.
FIRST FLOOR AREA	3,985 SQ.FT.
SECOND FLOOR AREA	3,894 SQ.FT.
TOTAL FLOOR AREA	7,879 SQ.FT.
WORK AREA PERCENTAGE	25%

WORK AREA DIAGRAMS/CALCS

1/16"=1'-0"



SECOND FLOOR DEMOLITION PLAN

1/8"=1'-0"

202 CENTRE STREET 3RD FLOOR PLAN
 JOB NO. -- F121217
 DRAWN BY -- JMP
 CHECKED BY -- JULY
 DATE -- 10-25-13
 Jose L. Miranda, Jr., AIA
 P.L.A. # 11887

MIRANDA ARCHITECTS
 84 ATLANTIC AVE SUITE 101
 FERNANDINA BEACH, FL 32034
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MIRANDA ARCHITECTS

STARK BUILDING
 SECOND FLOOR RENOVATION
 202 CENTRE STREET
 FERNANDINA BEACH, FLORIDA 32034

DEMOLITION PLANS	REVISIONS	DATE

A2

This drawing and the design ideas and concepts it represents have been prepared by the Architect. It is not to be used for any other project and it is to be returned to the Architect.

202 CENTRE STREET 3RD FLOOR PLAN
 JOB NO. -- F121217
 DRAWN BY -- JMP
 CHECKED BY -- JLY
 DATE -- 02-10-14

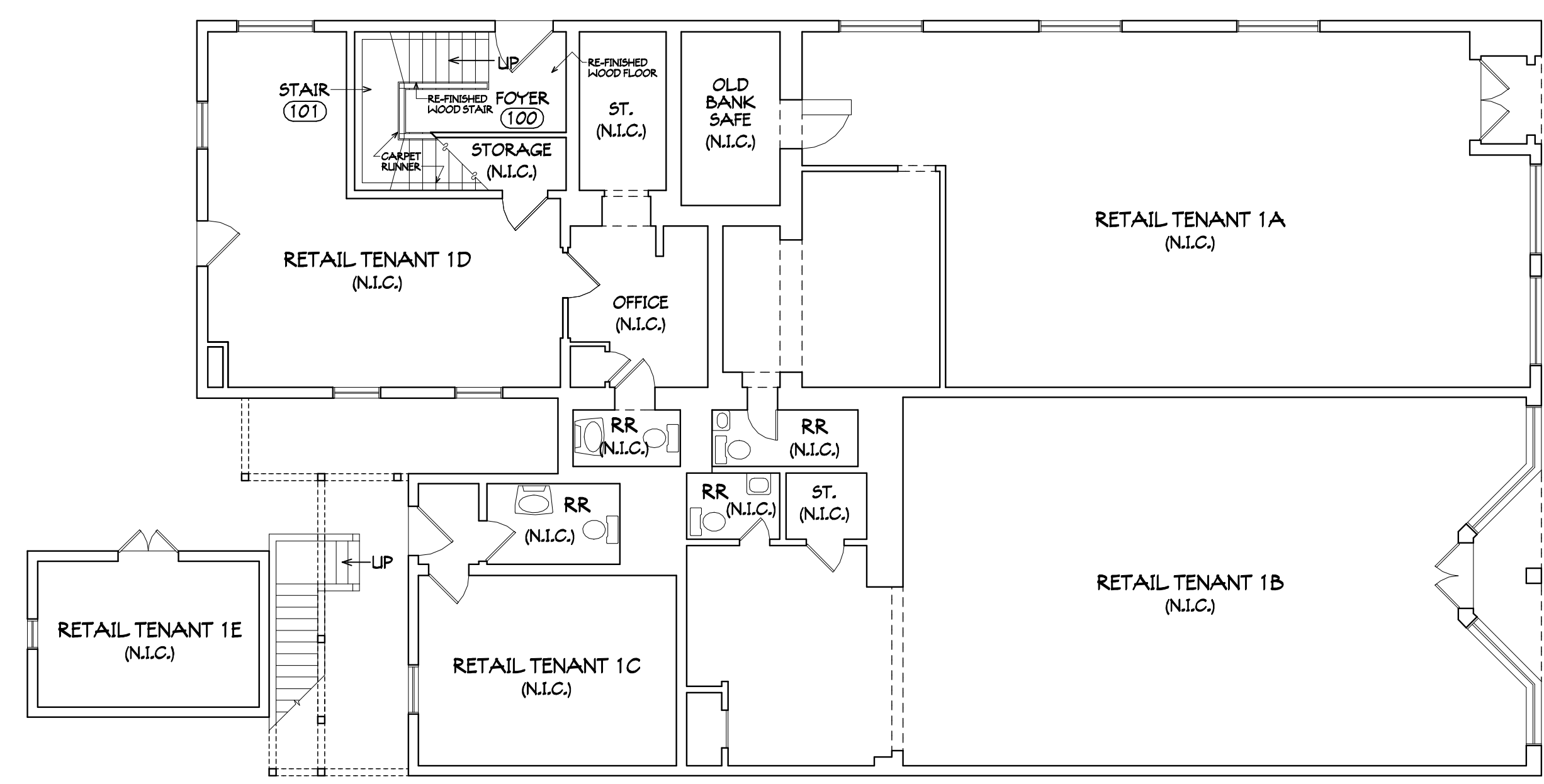
Jose L. Miranda, Jr. AIA
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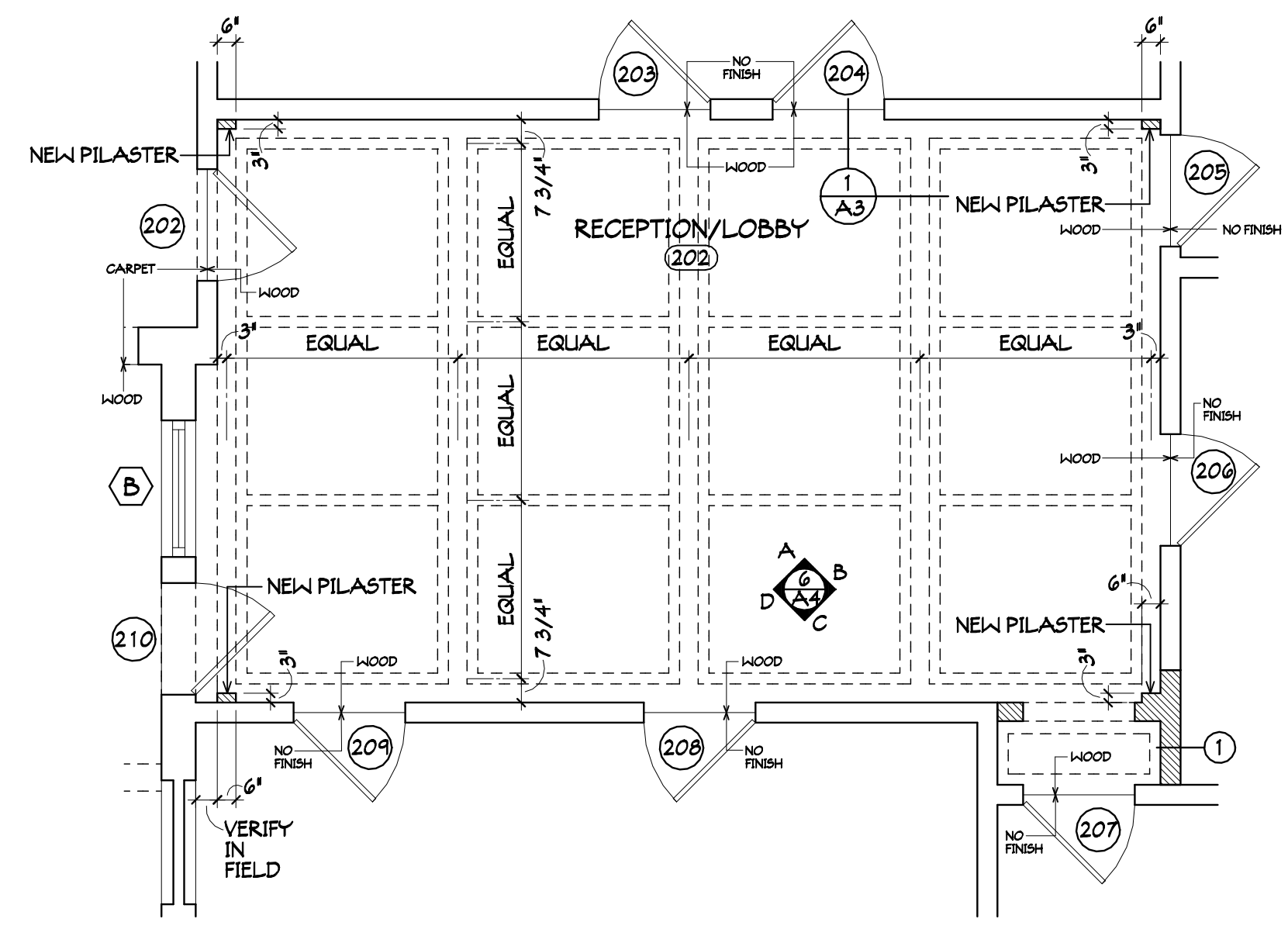
STARK BUILDING
 SECOND FLOOR RENOVATION
 202 CENTRE STREET
 FERNANDINA BEACH, FLORIDA 32034

FLOOR PLANS	REVISIONS	DATE
	PLAN REVIEW	02/10/14

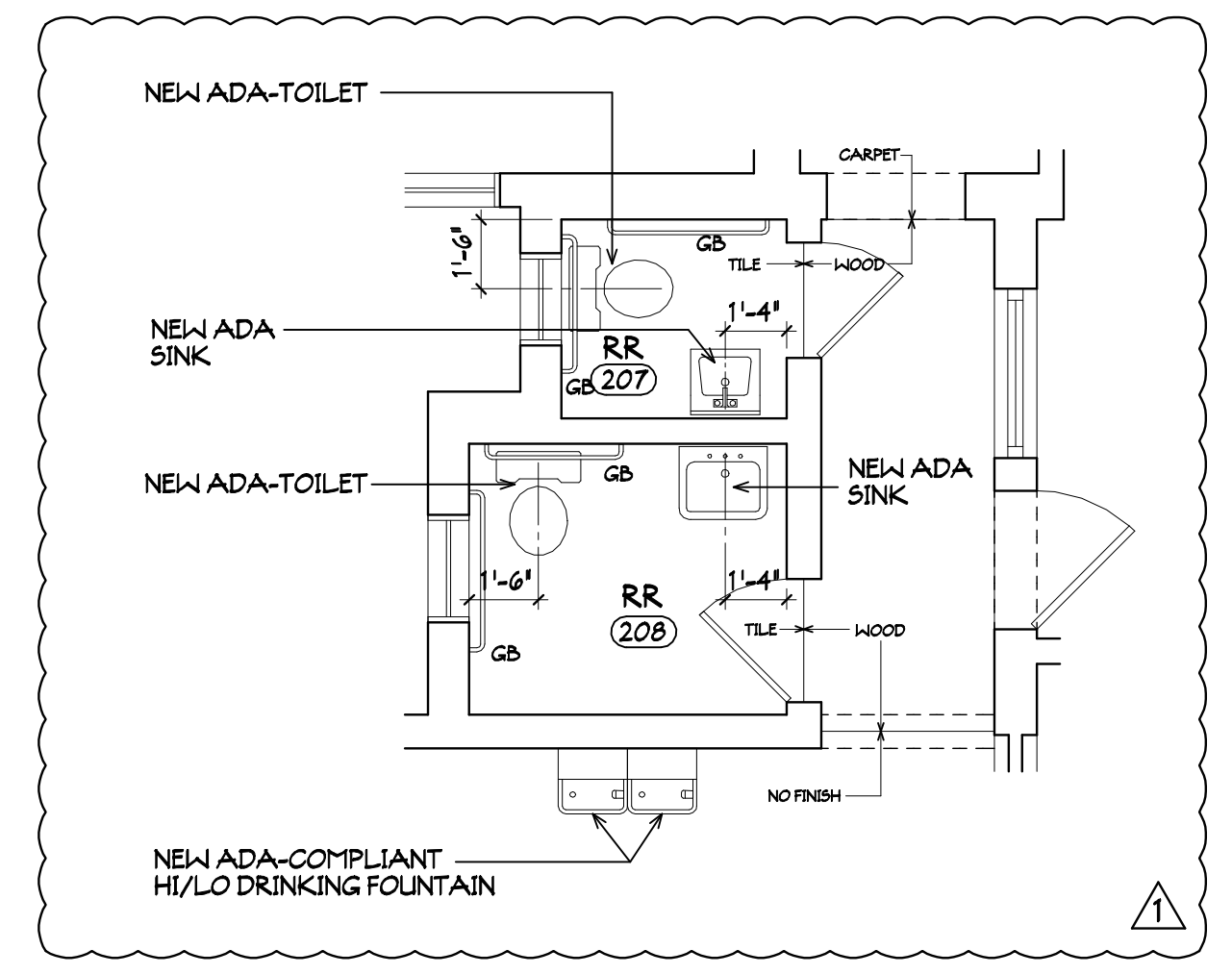
A3



FIRST FLOOR PLAN 1/8"=1'-0"



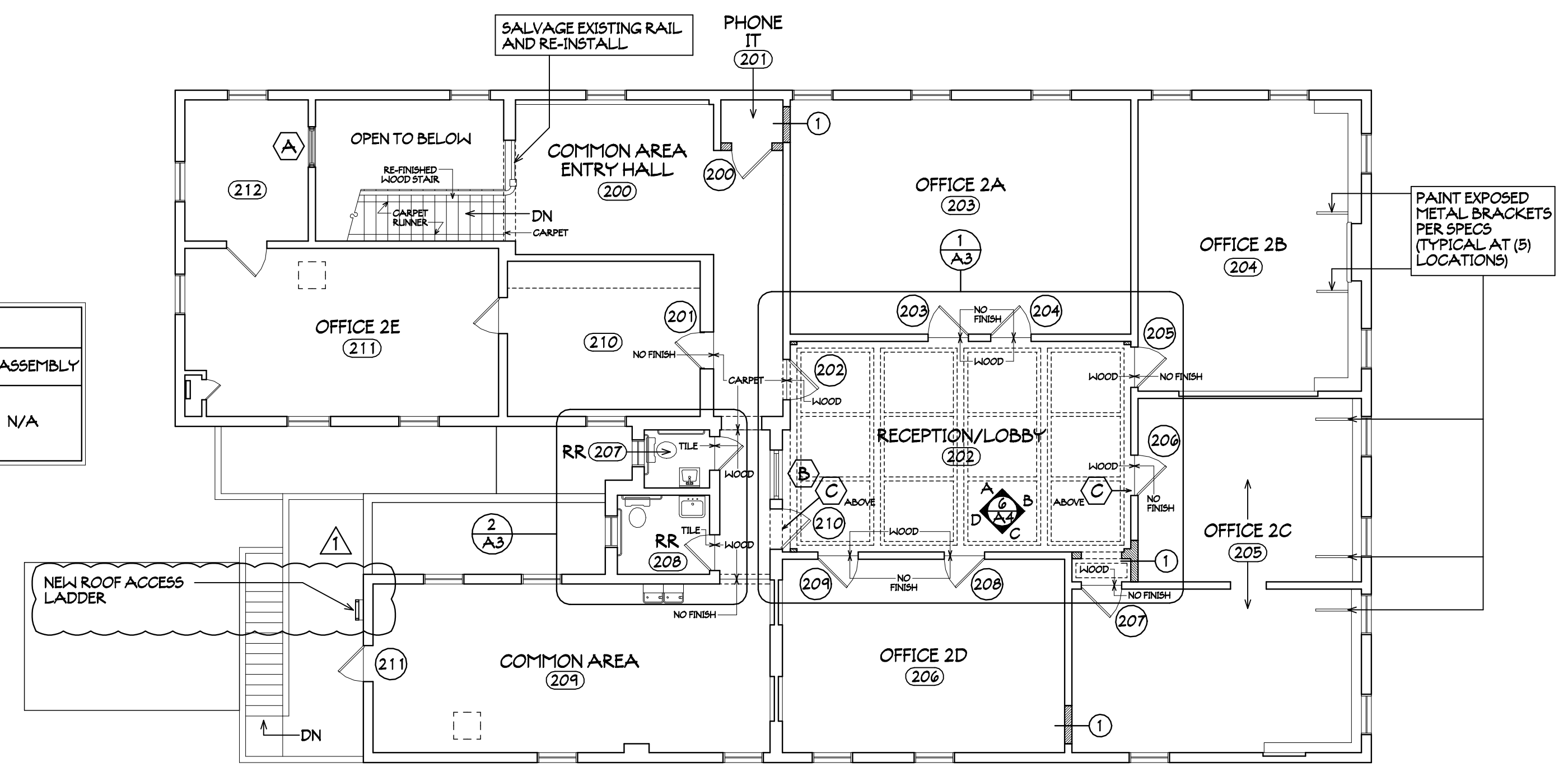
1 RECEPTION/LOBBY DETAIL PLAN (202) 1/4"=1'-0"



2 RESTROOM DETAIL PLANS (207) (208) 1/4"=1'-0"

WALL TYPE	WALL ASSEMBLY/CONSTRUCTION	FIRE RATING	U.L. ASSEMBLY
1	INTERIOR WOOD STUD WALL (1) LAYER 5/8" GYPSUM WALL BOARD ON EACH SIDE OF 2X4 WOOD STUDS AT 16" O.C.	N/A	N/A

FLOOR PLAN LEGEND	
	EXISTING WALL TO REMAIN
	NEW FRAMED WALL
	FEATURE TO BE REMOVED
	FEATURES ABOVE (IE., SOFFITS, VAULTED CLGS.)
	FEATURES BELOW (IE., KNEE SPACES)
(100)	FINISH SCHEDULE ROOM REFERENCE NUMBER
(100)	DOOR SCHEDULE REFERENCE NUMBER
(A)	WINDOW SCHEDULE REFERENCE NUMBER
1	NEW WALL TYPE REFERENCE NUMBER
(N.I.C.)	NOT IN CONTRACT



SECOND FLOOR PLAN 1/8"=1'-0"



Project Proposal

March 6, 2014

Stark Building L.L.C
202 Center Street
Fernandina Beach, Florida 32034

Project: Interior LU/LA Lift

Owner’s Agent: Jon Ferguson

Architect: Miranda Architects

Dougherty and Company is pleased to provide a proposal for the work described below:

1. Furnish labor and materials to install “Garaventa Elvoron” LU/LA elevator. Included are necessary demolition, framing, doorways, electrical connections and structural modifications of the building to accommodate installation and use of the elevator. These requirements include three phase power, concrete pit with sump pump and waterproofing, concrete block shaft, machine room, drywall, paint and trim to match buildings existing interior finishes.

If this option is accepted, this proposal shall become a part of the contract documents for the project, and shall be subject to the agreement between contractor and owner, and shall be subject to the specifications of the project as defined by the architectural plans.

Total:\$67,260



Custom Lifts, Inc.
Specializing in Accessibility Lifts
& Residential Elevators
Sales, Service, Installation, Maintenance & Repair

March 5, 2014

Mr. Chad Dougherty
Dougherty & Company
PO Box 16654
Fernandina Beach, FL 32035

Phone: 904 415 6495
Email: doughertycompany@gmail.com

RE: One (1) Shaft-way Vertical Platform Lift
Located at: Stark Bldg.

Custom Lifts, Inc. proposes to provide all necessary labor and material to perform the following work. Furnish and install 1 new Elvoron LU/LA Elevator.

Standard: 208v, three phases, 60 Hz
2 Landing Inline
1400 LB Capacity
Rails on Left, 12' Travel
Pit 14"
Overhead Minimum of 11'3"
Machine Room : Adjacent Remote **Confirm**
Car Size: 48" W X 54"D X 7' High **Confirm**
Plastic Laminate Car Wall Panels **Confirm**
Reveal: Powder Coated Black **Confirm**
White textured ceilings **Confirm**
4 Recessed Lights (White on White) **Confirm**
Unfinished flooring
Brushed Stainless Steel Handrail Std. **Confirm**
Brushed Stainless Car/Hall Stations **Confirm**
Car Door painted to match cab trim
Primed 2 speed horizontal sliding hoistway car doors **Masonry**
Non-Selective, Collective Automatic Operation
Overspeed Valve
Hoistway Access
Fire Recall Phase 1

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

1.0 Investment and Terms of Payment

Custom Lifts, Inc. proposes to furnish and install the equipment specified in this proposal for the net sum of **\$48,950.00** (Forty Eight Thousand Nine Hundred Fifty 00/100 Dollars) Price includes material, shipping, installation, permitting by and state inspection by Bureau of Elevator Safety. Quote good for 30 days.

Custom Lifts, Inc.
9817 Tower Pine Drive, Winter Garden, FL 34787
Phone 407.654.2670 ~ Fax 407.654.8038
info@customliftsinc.com

Payable as follows:

TERMS:

- 50% upon acceptance of proposal, (\$24,500.00)**
- 30% material delivery, (\$14,700.00)**
- 10% after installation, (\$4,875.00)**
- 10% at completion of successful State Elevator Department inspection/turnover. (\$4,875.00)**
- 10% cancellation fee after signed proposal received/75% after material is released**

Note: Custom lift will not be released for production without deposit nor turned over without final payment.

The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided above and elsewhere in the Contract documents. Each invoice for payment shall be based upon the terms submitted by the Contractor. The terms shall allocate the entire Contract sum among the various portions of the contractor's work. The terms shall be used as a basis for reviewing the Contractor's invoice for payment as well as for any change orders. If after the work has been substantially completed and full completion is materially delayed through no fault of Custom Lifts, Inc. Purchaser shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by Custom Lifts, Inc. based on the contract price of the uncompleted portion.

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by Custom Lifts, Inc. shall immediately become payable irrespective of the acceptance by Custom Lifts Inc. of notes from Purchaser or extension of time for payment. The remainder of the contract price shall be due and payable upon completion or turnover of the installation. If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

Custom Lifts Inc. reserves the right to discontinue its work at any time until payments have been made by Purchaser as agreed upon, and satisfactory assurances are made by Purchaser that subsequent payments will be made as they become due. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law in the state of acceptance.

2.0 Drawings.

Custom Lifts Inc. shall, after receiving structural and architectural drawings from Purchaser, prepare drawings showing the general arrangement and loads of the elevator equipment. **These drawings shall be approved and the hoistway size guaranteed by Purchaser prior to processing, fabrication, and installation of the elevator.**

3.0 Acceptance of proposal.

Purchaser's acceptance of this Agreement and its approval by an executive officer of Custom Lifts Inc. will constitute exclusively and entirely the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety, and shall constitute the entire Agreement as contemplated by the Purchaser and Custom Lifts, Inc.

4.0 Title and Ownership

Custom Lifts, Inc. retains title to all equipment it supplies under this Agreement and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Agreement, including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Agreement, Custom Lifts, Inc. may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof, irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, and at Custom Lifts, Inc. request, Purchaser agrees to execute any financial or continuation statements which may be necessary for Custom Lifts to file in public offices in order to perfect Custom Lifts, Inc. security interest in such equipment.

5.0 Warranty.

WARRANTY STARTS FROM THE MANUFACTURER'S DATE OF SHIPMENT. Custom Lifts, Inc. warrants the equipment installed pursuant to this Agreement against defects in *materials* for a period of 2 years from the date of Shipment. This warranty is in lieu of any other liability for defects. No labor is included 90 days after final turn over. Custom Lifts, Inc. makes no warranty of merchantability and no other warranties which extend beyond the description in this Agreement including any other warranties existing by operation of law. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that Custom Lifts, Inc. will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in this Agreement; nor will Custom Lifts, Inc. correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond its control. In the event of a warranty claim, Purchaser must give Custom Lifts, Inc. prompt written notice, and provided all payments due under the terms of this Agreement have been made in full, Custom Lifts, Inc. shall, at its own expense, correct any proven defect by repair or replacement. Custom Lifts will not, under this warranty, reimburse Purchaser for cost of work done by others, nor shall Custom Lifts, Inc. be responsible for the performance of equipment to which any revisions or alterations have been made by others.

6.0 Work not included.

This proposal does not include the following work, and is necessarily conditioned on the proper performance of the General Contractor and/or other subcontractors: A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (900 maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. All sill supports, including steel angles where required, sill recesses, and the grouting of door sills. Purchaser will provide OSHA approved removable temporary enclosures, barricades, or other protection from open hoistways during the time the lift is being installed. Proper trenching and backfilling for any underground piping or conduit. Cutting of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above, if required, on hoistway sides, including finish painting of these items.

Suitable connections from the power mains to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense. Purchaser agrees to provide, at no cost to Custom Lifts, Inc. a crane to hoist elevator equipment as needed. Custom Lifts, Inc. will be responsible for own housekeeping. All existing equipment removed by company shall become the exclusive property of the company.

7.0 Special Conditions

Custom Lifts, Inc. shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war malicious mischief, acts of God or any cause beyond its control, and in no event shall Custom Lifts, Inc. be liable for any damages, nor any consequential, special or contingent damages. Purchaser agrees to indemnify, defend, and hold harmless Custom Lifts, Inc. from all damages, claims, suits, expenses, and payments resulting from Section 7.0. Custom Lifts, Inc. shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

1. Custom Lifts', Inc. performance under this Agreement is contingent upon Purchaser furnishing Custom Lifts, Inc. with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
2. It is agreed that Custom Lifts, Inc. personnel shall be given a safe place in which to work and Custom Lifts, Inc. reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.

3. All work is to be performed during Custom Lifts, Inc. regular working hours/regular working days unless otherwise specified and agreed to in writing by both Custom Lift, Inc and Purchaser.
4. Custom Lifts, Inc. anticipates shipment of the equipment approximately **8 - 10 weeks** after all final drawings and details are approved by Purchaser. A dry and protected area, conveniently located to the elevator hoistway will be assigned to Custom Lifts, Inc. without cost, for storage of Custom Lifts, Inc. material and tools. Purchaser agrees that if Purchaser is not ready to accept delivery of the equipment when notified that it is ready, Purchaser will immediately make the payments due for the equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, Custom Lifts, Inc. is authorized to warehouse the equipment at a location of Custom Lifts, Inc. choice at Purchaser's risk and expense. Purchaser shall reimburse Custom Lifts, Inc. for all costs due to extra handling and warehousing.
5. Should loss of or damage to our-material, tools or work occur at the installation site,-Purchaser shall compensate Custom Lifts, Inc. for such loss, unless such loss or damage results from Custom Lifts, Inc. own acts or omissions.
6. If Custom Lifts, Inc. submits any-drawings, illustrations or descriptive matter with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
7. In the event Custom Lifts, Inc. engages a third party to enforce and collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in Lake County, Florida.
8. The rights of Custom Lifts, Inc. under this Agreement shall be cumulative and the failure on the part of the Custom Lifts, Inc. to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by Custom Lifts, Inc. in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Accepted _____
(Print Name)

Submitted By _____
Paul Sherman

Date: _____

Custom Lifts, Inc.

Company: _____

Approved On _____ 2014

(Authorized Signature)

By _____
Name Title

ALTERNATE 1

Should the owner desire Stainless Steel interior car door and exterior hall doors add an additional \$3500.00 to the above quoted investment.

NOTE: This is providing the manufacturer of the doors can acquire the 314 grade stainless steel. Standard doors both interior and exterior are painted.

Accepted _____
(Print Name)

Submitted By _____
Paul Sherman

Date: _____

Custom Lifts, Inc.

Company: _____

Approved On _____ 2014

(Authorized Signature)

By _____
Name Title



Project Proposal

March 6, 2014

Stark Building L.L.C
202 Center Street
Fernandina Beach, Florida 32034

Project: Exterior Platform Lift

Owner’s Agent: Jon Ferguson

Architect: Miranda Architects

Dougherty and Company is pleased to provide a proposal for the work described below:

1. Furnish labor and materials to install “Gara Genesis” Vertical Platform Lift. Included are necessary demolition, framing, doorway, electrical connections and structural modifications of the building to accommodate installation and use of the lift.

If this option is accepted, this proposal shall become a part of the contract documents for the project, and shall be subject to the agreement between contractor and owner, and shall be subject to the specifications of the project as defined by the architectural plans.

Total:\$37,560



Custom Lifts, Inc.
Specializing in Accessibility Lifts
& Residential Elevators
Sales, Service, Installation, Maintenance & Repair

March 5, 2014

Mr. Chad Dougherty
Dougherty & Company
PO Box 16654
Fernandina Beach, FL 32035

Phone: 904 415 6495
Email: doughertycompany@gmail.com

RE: One (1) Shaft-way Vertical Platform Lift
Located at: Stark Bldg.

Custom Lifts, Inc. proposes to provide all necessary labor and material to perform the following work on the above referenced lift. Furnish and install 1 new vertical platform lift:

Chain Hydraulic drive
Emergency lowering
Power supply: 120VAC
2 landings, walk through
Lower landing door - fire door
Upper landing door - fire door
Shaftway Model
Color is Champagne finish
Upper and lower Call/Send controls
Tower is Aluminum, Lifting carriage is Steel

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

1.0 Investment and Terms of Payment

Custom Lifts proposes to furnish and install the equipment specified in this proposal for the net sum of **\$23,998.00** (Twenty Three Thousand Nine Hundred Ninety Eight 00/100 Dollars) Price includes material, shipping, installation, permitting by and state inspection by Bureau of Elevator Safety. Quote good for 30 days.

Payable as follows:

TERMS:

50% upon acceptance of proposal, (\$12,000.00)
30% material delivery, (\$7,200.00)
10% after installation, (\$2,399.00)
10% at completion of successful State Elevator Department inspection/turnover. (\$2,399.00)
10% cancellation fee after signed proposal received/75% after material is released

NOTE: Custom lift will not be released for production without deposit nor turned over without final payment.

Custom Lifts, Inc.
9817 Tower Pine Drive, Winter Garden, FL 34787
Phone 407.654.2670 ~ Fax 407.654.8038
info@customliftsinc.com

The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided above and elsewhere in the Contract documents. Each invoice for payment shall be based upon the terms submitted by the Contractor. The terms shall allocate the entire Contract sum among the various portions of the contractor's work. The terms shall be used as a basis for reviewing the Contractor's invoice for payment as well as for any change orders. If after the work has been substantially completed, and full completion is materially delayed through no fault of Custom Lifts, Purchaser shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by Custom Lifts, based on the contract price of the uncompleted portion.

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by Custom Lifts, shall immediately become payable irrespective of the acceptance by Custom Lifts of notes from Purchaser or extension of time for payment. The remainder of the contract price shall be due and payable upon completion or turnover of the installation. If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

Custom Lifts reserves the right to discontinue its work at any time until payments have been made by Purchaser as agreed upon, and satisfactory assurances are made by Purchaser that subsequent payments will be made as they become due. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law in the state of acceptance.

2.0 Drawings.

Custom Lifts shall, after receiving structural and architectural drawings from Purchaser, prepare drawings showing the general arrangement and loads of the elevator equipment. **These drawings shall be approved and the hoistway size guaranteed by Purchaser prior to processing, fabrication, and installation of the elevator.**

3.0 Acceptance of proposal.

Purchaser's acceptance of this Agreement and its approval by an executive officer of Custom Lifts will constitute exclusively and entirely the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety, and shall constitute the entire Agreement as contemplated by the Purchaser and Custom Lifts.

4.0 Title and Ownership

Custom Lifts retains title to all equipment it supplies under this Agreement and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Agreement, including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Agreement, Custom Lifts may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof, irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, and at Custom Lifts' request, Purchaser agrees to execute any financial or continuation statements which may be necessary for Custom Lifts to file in public offices in order to perfect Custom Lifts' security interest in such equipment.

5.0 Warranty.

WARRANTY STARTS FROM THE MANUFACTURER'S DATE OF SHIPMENT. Custom Lifts warrants the equipment installed pursuant to this Agreement against defects in materials for a period of 2 years from the date of Shipment. This warranty is in lieu of any other liability for defects. No labor is included 90 days after final turn over. Custom Lifts makes no warranty of merchantability and no other warranties which extend beyond the description in this Agreement including any other warranties existing by operation of law. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that Custom Lifts will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in this Agreement; nor will Custom Lifts correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond its control. In the event of a warranty claim, Purchaser must give Custom Lifts prompt written notice, and provided all payments due under the terms of this Agreement have been made in full, Custom Lifts shall, at its own expense, correct any proven defect by repair or replacement. Custom Lifts will not, under this warranty, reimburse Purchaser for cost of work done by

2

others, nor shall Custom Lifts be responsible for the performance of equipment to which any revisions or alterations have been made by others.

6.0 Work not included.

This proposal does not include the following work, and is necessarily conditioned on the proper performance of the General Contractor and/or other subcontractors: A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (900 maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. All sill supports, including steel angles where required, sill recesses, and the grouting of door sills. Purchaser will provide OSHA approved removable temporary enclosures, barricades, or other protection from open hoistways during the time the lift is being installed. Proper trenching and backfilling for any underground piping or conduit. Cutting of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above, if required, on hoistway sides, including finish painting of these items.

Suitable connections from the power mains to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense. Purchaser agrees to provide, at no cost to Custom Lifts, a crane to hoist elevator equipment as needed. Custom Lifts will be responsible for own housekeeping. All existing equipment removed by company shall become the exclusive property of the company.

7.0 Special Conditions

Custom Lifts, Inc. shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war malicious mischief, acts of God or any cause beyond its control, and in no event shall Custom Lifts be liable for any damages, nor any consequential, special or contingent damages. Purchaser agrees to indemnify, defend, and hold harmless Custom Lifts, Inc. from all damages, claims, suits, expenses, and payments resulting from Section 7.0. Custom Lifts shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

1. Custom Lifts' performance under this Agreement is contingent upon Purchaser furnishing Custom Lifts with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
2. It is agreed that Custom Lifts' personnel shall be given a safe place in which to work and Custom Lifts reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.
3. All work is to be performed during Custom Lifts' regular working hours/regular working days unless otherwise specified and agreed to in writing by both Custom Lifts and Purchaser.
4. Custom Lifts anticipates shipment of the equipment approximately **8 - 10 weeks after all final drawings and details are approved by Purchaser.** A dry and protected area, conveniently located to the elevator hoistway will be assigned to Custom Lifts without cost, for storage of Custom Lifts material and tools. Purchaser agrees that if Purchaser is not ready to accept delivery of the equipment when notified that it is ready, Purchaser will immediately make the payments due for the equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, Custom Lifts is authorized to warehouse the equipment at a location of Custom Lifts' choice at Purchaser's risk and expense. Purchaser shall reimburse Custom Lifts for all costs due to extra handling and warehousing.
5. Should loss of or damage to our-material, tools or work occur at the installation site, -Purchaser shall compensate Custom Lifts for such loss, unless such loss or damage results from Custom Lifts' own acts or omissions.
6. If Custom Lifts submits any-drawings, illustrations or descriptive matter with this proposal, they are approximate

and are submitted only to show the general style and arrangement of equipment being offered.

7. In the event Custom Lifts engages a third party to enforce and collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in Lake County, Florida.

8. The rights of Custom Lifts under this Agreement shall be cumulative and the failure on the part of the Custom Lifts to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by Custom Lifts in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Accepted _____
(Print Name)

Submitted By: _____
Paul Sherman

Date: _____

Custom Lifts, Inc.

Company: _____

Approved On _____ 2014

(Authorized Signature)

By _____
Name Title



Project Proposal

March 6, 2014

Stark Building L.L.C
202 Center Street
Fernandina Beach, Florida 32034

Project: Interior ADA Modifications

Owner’s Agent: Jon Ferguson

Architect: Miranda Architects

Dougherty and Company is pleased to provide a proposal for the work described below:

- 1. Furnish labor and materials to level 2nd floor differences in height. This includes removal of existing flooring, laser leveling of wooden “sleeper” system, and new 3/4” subfloor glued and nailed to sleepers. This accounts for approximately 480 square feet of the 2nd floor.
Total:\$3,890
- 2. Furnish labor and materials to widen 4 doorways within the existing structural brick walls. This includes selective demolition, all masonry work and headers, buck framing, new solid core wooden door, associated trim and painting.
Total:\$6,760
- 3. Furnish labor and materials to widen one doorway within the existing wooden partition wall. This includes selective demolition, framing, new solid core wooden door, and associated trim and painting.
Total:\$1,075
- 4. Furnish labor and materials to demolish 2 existing bathrooms and create one ADA accessible bathroom. This includes all needed selective demolition, framing, electrical, plumbing, venting, drywall, flooring, bathroom accessories, grab bars and finishes.
Total:\$9,870

If these options are accepted, this proposal shall become a part of the contract documents for the project, and shall be subject to the agreement between contractor and owner, and shall be subject to the specifications of the project as defined by the architectural plans.

Total:\$21,595



City of Fernandina Beach

COMMUNITY DEVELOPMENT DEPARTMENT

February 26, 2013

Jose Miranda
Miranda Architects
914 Atlantic Avenue Suite 1E
Fernandina Beach, FL 32034

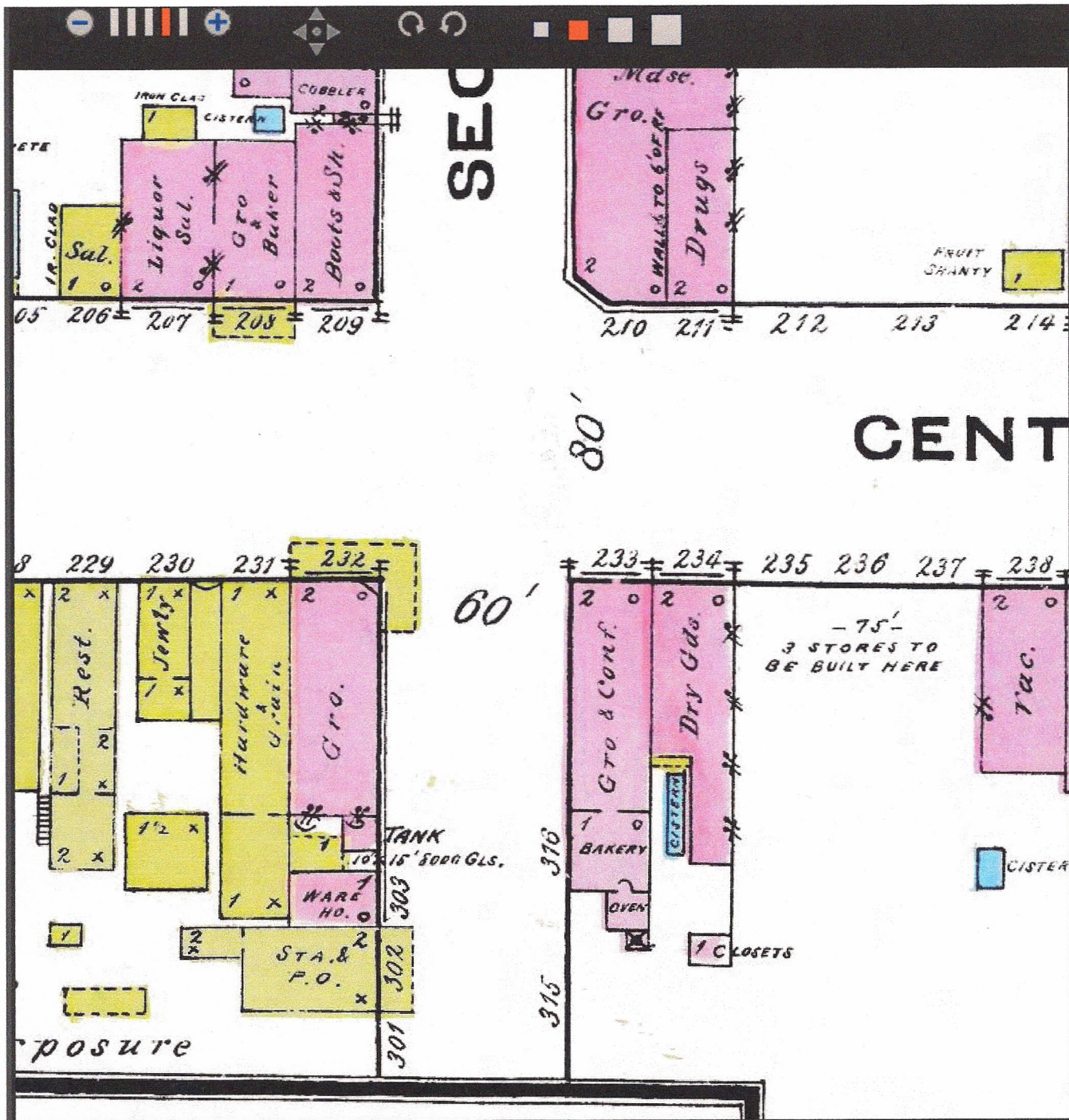
Dear Mr. Miranda,

Please accept this letter as confirmation of your property's contributing status. 202/204 Centre Street, the Stark Building, is a contributing structure to the Fernandina Beach Historic District, listed in the National Register of Historic Places. This status was confirmed by the City's most recent historic resources survey conducted in 2007. This property is recorded as Site #8NA00647 on the Florida Master Site File. The structure was also listed as contributing in the City's 1985 historic resources survey. The building is a c.1884 masonry vernacular structure.

If you have any questions or need additional information, feel free to contact me.

Respectfully,

Adrienne Burke, Esq., MSAS, LEED AP+
Community Development Director



← FIRST ← PREVIOUS

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