THE URBANA RETAIL TENANT BUILDING

Issue: Vertical accessibility to open air rooftop parking.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to and from the open air rooftop parking at a new, \$1,400,000 office building. According to the applicant, site constraints prevented installation of all parking spaces required by local zoning regulations from being provided at ground level; however, all accessible parking is available on grade, with an accessible path of travel to the main entrance. Estimates of \$48,050 and \$57,000 were submitted for installation of an elevator.

Project Progress:

The project is under design.

Items to be Waived:

Vertical accessibility to rooftop parking, as required by Section 553.509, Florida Statutes.

- 553.509 Vertical accessibility. Nothing in Sections 553.501-553.513 or the guidelines shall be construed to relieve the owner of any building, structure or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the occupiable grade level regardless of whether the guidelines require an elevator to be installed in such building, structure or facility, except for:
 - (1) Elevator pits, elevator penthouses, mechanical rooms, piping or equipment catwalks and automobile lubrication and maintenance pits and platforms;
 - (2) Unoccupiable spaces, such as rooms, enclosed spaces and storage spaces that are not designed for human occupancy, for public accommodations or for work areas; and
 - (3) Occupiable spaces and rooms that are not open to the public and that house no more than five persons, including, but not limited to equipment control rooms and projection booths.

Waiver Criteria: There is no specific guidance for a waiver of this requirement in the code. The Commission's current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements were imposed.

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: The Urbana Retail Tenant Building

Address: 311 Third Street North, Jacksonville Beach, Florida 32250

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: Larry M. Schneider, AIA

Applicant's Address: 9319 NW 48 Doral Terrace, Miami, Florida 33178

Applicant's Telephone: <u>786-336-1984</u> **FAX**: <u>786-336-1985</u>

Applicant's E-mail Address: Larry@LMSArch.net

Relationship to Owner: Accessibility Consultant

Owner's Name: BB&L Development, LLC

Owner's Address: 1901 North 1st Street, suite 601, Jacksonville Beach, Florida 32250

Owner's Telephone: 904-2777031 FAX: 904-2774663

Owner's E-mail Address: Burlingb@bellsouth.net

Signature of Owner: On file with original submittal

Contact Person: <u>Larry M. Schneider AIA</u>

Contact Person's Telephone: 786-3361984 E-mail Address: Larry@LMSArch.net

This application is available in alternate formats upon request.

Form No. 2001-01

3. Please check one of the following:
[X] 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.)
The project is a one story retail building of +/- 17,000 sf with parking located at grade and on the roof of the building.
5. Project Construction Cost (Provide cost for new construction, the addition or the alteration):
The estimated project budget is \$1,400,000
6. Project Status: Please check the phase of construction that best describes your project at the time of this application. Describe status.
[X] Under Design [X] Under Construction*
[] In Plan Review [] Completed*
* Briefly explain why the request has now been referred to the Commission.
When the project was originally submitted it was under design. At this time it now is under construction.

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

Issue - Compliance with Section 553.509 Florida State Statutes

1: 553.509 Vertical accessibility.--Nothing in sections 553.501-553.513 or the guidelines shall be construed to relieve the owner of any building, structure, or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the occupiable grade level, regardless of whether the guidelines require an elevator to be installed in

such building, structure, or facility.

- 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 issue of the requirement for providing vertical accessibility to all levels, is mandated by the Florida State Statutes, section 553.509 VERTICAL ACCESSIBILITY. This section states that - Nothing in sections 553.501 - 553.513 or the guidelines shall be construed to relieve the owner of any building, structure, or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the habitable grade level, regardless of whether the guidelines require an elevator to be installed in such building, structure, or facility. The requirement of providing vertical accessibility to rooftop parking for a one story retail building that has no accessible parking spaces and/or required accessible spaces or areas is unnecessary and is unreasonable. There would be no violation of the ADA Standards. There is no area on the roof that is part of the retail spaces that would require access by a person with a mobility disability.

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

The issue of providing vertical accessibility to rooftop parking for a one story retail building that has no accessible parking spaces and/or required accessible spaces or areas is unnecessary and is unreasonable.

[] The owner has made a diligent investigation into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.
9. Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates. For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.
a. Estimates have been provided with the original submittal.
b.

project, his or her comments MUST	1: Where a licensed design professional has designed the be included and certified by signature and affixing of his or must include the reason(s) why the waiver is necessary.
See original submittal for signature	of design professional.
Signature	Printed Name
Phone number	
(SEAL)	

. Provide documented cost estimates for each portion of the waiver request and identify ny 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 ertical accessibility should be provided, documented by quotations or bids from at least two endors or contractors.
ESTIMATES HAVE BEEN PROVIDED WITHTHIS SUBMITTAL. THESE
SSTIMATES INCLUDE ALL SCORE OF WORK ASSOCIATED WITH THIS WAVER.
O. 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 ATTACHED LETTER.
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.
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. PLESSE SEE ATTACHED LETTER.
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.
Prese See ATTACHED LETTER. BRIAN SAWYER BRIAN SAWYER
Printed Name

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.

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.

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.

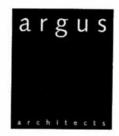
Dated this 2nd day of July 2009

Signature

Larry M. Schneider AIA

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.



February 1, 2009

Department of Community Affairs Florida Building Commission 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Re: Request for Waiver

The Urbana - Shell Retail Building Jacksonville Beach, Florida

To Whom It May Concern,

Our office is the Architect of Record for the project called "The Urbana – Retail Tenant Building" located in Jacksonville Beach, Florida. Due to overall site size constraints in order to meet local zoning code parking requirements, the Owner was forced to provide open air parking on top of this proposed retail structure. In an effort to provide an accessible site, however, all handicap accessible parking was located at grade level with accessible routes as defined in the Code. The upper open rooftop parking area will contain only parking and not any occupiable spaces that would require an accessible route to be enforced or utilized.

The Owner is requesting a waiver from your office from FBC Section 11-4.1.3 (5) requiring an elevator to be added to the project to provide handicap access to the open rooftop parking area of the project. Our office is in agreement that the Owner has attempted to meet the intent of the Code by providing accessible parking on grade and would incur undue hardship by attempting to meet this requirement in the project.

Sincerely,

Brian Sawyer, AIA

Principal

Argus Architects, LLC

Cc: File

7563 Philips Hwy. Suite 601 Jacksonville, FL 32247 AA #26001766

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 2007 W 2009 SUPPLEMENT; 11-4-1-3 (5)
b
c
Has there been any permitted construction activity on this building during the past three years? I so, what was the cost of construction?
[] Yes No Cost of Construction
Comments/Recommendation PLEASE SEE ATT ACIFED LETTER DATED
TUESDAY April 07, 2009 Following THIS PAGE
TVES DAY April 07, ZOO 9 FORWING THIS DAGE Jurisdiction Commendation PLEASE SEE ATT ACHES LETTER BATES Jurisdiction Commendation PLEASE SEE ATT ACHES LETTER BATES Jurisdiction Commendation PLEASE SEE ATT ACHES LETTER BATES JURISDICTION PROBLEM SACES SEE ATT ACHES LETTER BATES JURISDICTION PROBLEM SACES SEE ATT ACHES LETTER BATES Printed Name PLEASE SEE ATT ACHES LETTER BATES JOHN STRUMMENT SEACH, FL. Printed Name
TSV-964 Certification Number
904.247.6235 Telephone/FAX Address: //. N. 3255. Dacksonnue BEACH F. 32250

ELEVEN NORTH THIRD STREET . JACKSONVILLE BEACH, FLORIDA 32250

Tuesday, April 07, 2009

Attachment: Urbana Project Accessibility Waiver

Local building Department; Comments / Recommendations:

This request poses an interesting test to the Florida specific code requirements.

A technical bulletin produced by the United States Access Board regarding parking provides in pertinent part:

Accessible spaces can be provided.... in the case of parking garages, on one level only when equal or greater access is provided in terms of proximity to an accessible entrance...Accessible spaces may be grouped on one level of a parking garage in order to achieve greater access....

The Florida specific language added to section 11-4.1.3(5) states in pertinent part:

Vertical accessibility shall be provided to all levels above and below the occupiable grade level, regardless of whether the code requires an elevator to be installed in such building, structure or facility....

Clearly, Florida has added emphases to the requirement for vertical accessibility. Since I was not privileged to the legislation of the added language by Florida to the base code requirements and since waivers are the purview of the Board I will withhold judgment as to the intent. I will say that I believe we live in a State that has tried to take a lead role in providing for persons with disabilities even if they are impaired simply by the virtue of old age and I would have to question the necessity for any such exception.

Jonathan C. Hays, CBO

Building Official



UNITED STATES ACCESS BOARD A FEDERAL AGENCY COMMITTED TO ACCESSIBLE DESIGN

TECHNICAL BULLETIN: PARKING

Must accessible spaces be provided in each lot or on each level of parking garages?

Accessible spaces can be provided in other lots or locations, or, in the case of parking garages, on one level only when equal or greater access is provided in terms of proximity to an accessible entrance, cost, and convenience. For example, accessible spaces required for outlying parking lots may be located in a parking lot closer to an accessible entrance. The minimum number of spaces must still be determined separately for each lot even if the spaces are to be provided in other lots or locations. Accessible spaces may be grouped on one level of a parking garage in order to achieve greater access. However, where parking levels serve different building entrances, accessible spaces should be dispersed so that convenient access is provided to each entrance.

UNITED STATES ACCESS BOARD

1331 F Street, N.W. Suite 1000 Washington, DC 20004-1111 800 872-2253 (v) ■ 800 993-2822 (TTY) ■ fax: 202 272-0081 www.access-board.gov ■ e-mail: info@access-board.gov

Mary katteryn Smith: 850-410-2598

1/22/09:9:00 - speter with & confirmed requirement - however she
thinks the commission would probably great the writer.

Urbana Budget

	URBANA Elevator Budget	2/11/2009
ı	Structure/Shaft	
1000	Foundation-Pit	\$7,600
1001	Walls/Roof Structure	\$46,500
1002	Waterproofing, Roof Material	\$1,700
1003	Electric/Lighting	\$1,300
1004 Sump Pump System, Plumbing		\$750
1005	Phone, Emergency Call System	\$700
1006	Fire Sprinkler	\$1,100
1007	Equipment Room	\$4,900
1008	Paint, Finish Detail	\$3,100
	Contingency	\$3,500
	TOTAL I	\$71,150
11	Protective Entrance Rooms	
2000	Walls-Framing, Siding, Interior Finish	\$9,300
	Roof System	\$3,800
	Glass Door (2)	\$4,800
	Paint, Finish Detail	\$900
	Contingency	\$1,800
	TOTAL II	\$20,600
III	Mechanical Equipment	\$48,050
3000		
	1 year warranty	\$1,400
3002	Contingency	\$3,500
	Total III	\$52,950
IV	TOTALS	
4000	Structure/Shaft	\$71,150
	Protective Entrance Rooms	\$20,600
4001		
	Mechanical Equipment	\$52,950





Monday, February 16, 2009

Ouote #05-4137

ATTN: ESTIMATING

Quote is based on

Specifications Only Drawings Only

RE:

THE URBANA

JACKSONVILLE BEACH, FL

Drawings & Specifications Per Phone Conversation

Email Request

To Whom It May Concern:

We are pleased to quote the amount of \$48,050.00 for the complete installation of one elevator in the above mentioned building based on the following specifications:

Capacity

2500 LBS

Speed

100 FPM

Travel Landings 16'-0"

Doors

42 X 84 Single slide

Two in line

Controller

Simplex microprocessor

SPECIAL FEATURES: **Braille** buttons

In use lights at all hall stations Proximity edge

ADA Telephone ME 200 cab design 208 volt 3 phase power

Pit ladder

#4 Stainless steel frames and doors

Fireman's emergency service

Acknowledgment lights in car station Position indicators in car station Directional arrows and arrival gongs

Aluminum sills

Twelve months new installation maintenance

PVC Sill angles

Notes: Please see the attached Work Not Included statement.

Please note, lead time to manufacture equipment is approximately 12 to 14 weeks

upon receipt of approved submittals.

Please note, this quote includes outside drilling with a pit only, if inside or off grade drilling is

required a quote will be made available upon request.

Crane service and flooring is by other.

NO LIQUIDATED DAMAGES WILL BE ACCEPTED.

To provide a Waiver of Subrogation, please add \$400.00. Please see the attached insurance coverage statement.

Please note, this quote is good for 60 days.

Bond, if required, add 3.5%.

Please contact this office for Value Engineering.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Grace Bush

Grace Bush, Sales Representative Mowrey Elevator Company of Florida, Inc.

** By accepting this quote you are acknowledging and accepting that this Quote, Work Not Included sheet and Insurance specification sheet will be included in all future binding contract(s)**

850.526.4III * 800.441.4449 * 850.526.2375FAX I 4518 LAFAYETTE STREET * MARIANNA * FLORIDA 32446





3 of 3

Commercial General Liability Policy # JMS000030700

Each Occurrence Damage to Rented Premises (per occurrence) Med Exp (any one person) Personal & Adv Injury General Aggregate Products - Comp/Op Agg

\$1,000,000 \$100,000 \$10,000 \$1,000,000 \$3,000,000 \$3,000,000

Excess Liability

Policy # BE2219613

Each Occurrence

\$4,000,000 \$4,000,000

Aggregate

Retention \$10,000

Agent: JM Associates, Ltd. One Bridge Plaza North, Suite 360 Fort Lee, New Jersey 07024 (201) 944-6600

Automobile Liability

Policy # 373-8757-59 Bodily Injury & Property Damage Single Limit (each accident)

\$1,000,000

Agent: Keith Williams, State Farm Insurance Company P.O. Box 639 Marianna, Florida 32447 (850) 482-8931

Workers Compensation and Employers Liability Policy # 0830-39051 \$1,000,000 E.L. Each Accident \$1,000,000

E.L. Disease - Each Employee E.L. Disease - Policy Limit

\$1,000,000

Agent: Germani Insurance Agency, Inc. P.O. Box 13767 Tallahassee, Florida 32317 (850) 942-1200

"Waivers of Subrogation", please add \$400.00 to our quote.

Acceptance of our bid includes acceptance of our insurance as outlined above

** By accepting this quote you are acknowledging and accepting that the Quote, Work Not Included sheet and this Insurance specification sheet will be included in all future binding contract(s)**

WHM. HOWREYELEVATOR. COM

850.526.4111 * 800.441.4449 * 850.526.2375Fax | 4518 LAFAYETTE STREET * MARIANNA * FLORIDA 32446





Work Not Included

Note to purchaser: the following list of items are usually and customarily not provided by any elevator contractor. Our quote, this etstement and our insurance statement will be included in all future binding contracts. We include this as part of our quote to make sure there are no misunderstandings at a later date.

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with sump pump, lights, access doors and waterproofing, as required. 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 degree, minimum (90 degree 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 and sill recesses and the grouting of door sills. Grouting of door frames. Provide removable temporary enclosures or other protection from open hoistways during the time the elevator 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. Pocket or blockouts for signal fixtures. Grouting of piston. All fire caulking required to maintain fire rating.

Suitable connections from the power mains to each controller or starter as required, including necessary circuit breakers and fused mainline disconnect switches. Wiring to controller for car lighting and ventilation. Electric power without charge, for construction, testing and adjusting, of the same characteristics as the permanent supply. Wiring and conduit from life safety panel or any other monitor station to elevator machine room.

A means to automatically disconnect the main line power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self resetting. Heat and smoke sensing devices at elevator lobbies on each floor with electrical conductors terminating at a properly marked panel in the elevator machine room. Telephone connection to elevator hoistway. Telephone connection to elevator controller (remote diagnostics - no fixture).

Proper location of Jack hole from building lines and adequate ingress and egress for mobile well drilling equipment, after final excavation and previous to the pouring of footings or foundation. Removal of all dirt and debris accumulated during excavation of the jack hole to be by the General Contractor. Mowrey will be responsible for our own debris clean up and no Clean Up charges will be accepted. Employees for composite clean up crews will not be provided. Crane service to set hydraulic cylinder by General Contractor. This quote includes a single piece piston unless specified on bid sheet. PVC pressure test. This quote includes Seismic 1 requirements unless otherwise specified on bid sheet. Waiver of Subrogation.

All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Materials for adequate protection from damage to elevator. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes. Flooring by others. Rear entrances unless specified on bid sheet. Any governmentally required safety provisions not directly involved with the elevator installation. Our bid does not meet HUD prevailing wage rates or Davis Bacon rates unless specified on bid sheet. Will not accept liquidated damages. Jessica Lunsford's Act is not included unless specified.

Should unusual conditions, anything other than normal dirt, be encountered during digging the cylinder hole, Contractor will be notified immediately and written authorization to proceed shall be provided to the Subcontractor. The contract price shall be increased by the amount of additional labor at Subcontractor's usual billing rates, and the actual cost of any additional materials plus 15%.

In the event that any elevator(s) fail inspection because of incomplete or incorrect work by others, a six hundred dollar (\$600.00) re-inspection fee per elevator will be assessed. Further you will be required to pay the inspection company their current fee. Re-inspections will not be scheduled until a fully executed change is received by our office.

** By accepting this quote you are acknowledging and accepting that the Quote, this Work Not Included sheet and Insurance specification sheet will be included in all future binding contract(s)**

850.526.411 * 800.441.4449 * 850.526.2375/ax 1 4518 LAFAYETTE STREET * MARIANNA * FLORIDA 32446



Otis Elevator Company 6631 Executive Park Court Ste 206 Jacksonville, FL 32216 Office (904) 296-6847 ext.20 Mobile (904) 759-0854 Fax (904) 296-9483 E-fax (860) 660-4186 Steve.valdes@otis.com



February 15, 209

Mr. Paul Butler Owner The Urbana Jacksonville Beach, FL burlingb@bellsouth.net

e-mailed

RE: The Urbana
Jacksonville Beach, FL
Otis Proposal #0144

We are pleased to submit for your consideration our BUDGET proposal to furnish and install one (1) Otis LVM2500 holed hydraulic passenger elevator as described in this proposal for the sum of:

Fifty Seven Thousand and no/100 Dollars (\$57,000.00)

Please take note of the following Attachments, which are a part of this proposal:

Attachment "A": Scope of Work

Attachment "B": Clarifications / General Exclusions / Terms & Conditions

Attachment "C": Alternate Pricing

Attachment "D": Preparatory Work by Others

Attachment "E": Typical Layout

Due to rapidly changing market costs, this proposal is good for only 30 days and anticipates that all material shall be shipped prior to September 30, 2009 and the installation completed prior to December 30, 2009. If your award date will be more than 30 days, or the above dates are not in accordance with your proposed schedule, we reserve the right to review and re-quote this project prior to accepting an award.

Our quotation is based on all work being performed during regular working hours of the elevator trade. The current lead-time for this equipment is 12 weeks from receipt of a fully executed contract, signed approvals, and 35% down payment. Total installation time will be approximately 3 weeks per elevator based on you providing a dried-in and clean hoistway and machine room with three-phase power available to our controller upon commencement of our work. If permanent power is not available, you will need to provide a portable generator at no cost to Otis. Temporary cars for construction use must be run on permanent three phase power. Add another week for coordination with other trades and scheduling final inspection.

We appreciate the opportunity of providing this proposal and look forward to the possibility of being a member of your project team. Should you have any questions do not hesitate to contact me at the above address.

Sincerely,

Steve Valdes

SCOPE OF WORK

Elevator Designation One Passenger Elevator

Otis Model Otis LVM series holed elevator system Hydraulic; LVM2500

Capacity and Speed 2500lbs @ 150 feet per minute

Rise 16' 0"

Number Of Stops And Openings Two (2): Two (2) front openings only.

Clear Hoistway 8' 4" wide x 5' 9" deep

Clear Car Inside Dimensions 6' 8" wide x 4' 3" deep

Clear Overhead 12' 3"

Clear Pit Depth 4' 0"

Machine Room Location Directly adjacent to the hoistway at lowest floor landing

Operation Simplex microprocessor control

Power Supply 208 Volts, 3 Phase AC, 60 Hertz

Motor Horsepower 30 HP

Cab Enclosure Otis Series 1 Passenger with plastic laminate panels on side

and rear walls. Full Satin stainless front return, header and satin stainless cab door. Aluminum threshold. 7' 0" high cab doors. 8'

0" high cab. 7' 4 1/2" height under ceiling.

Otis DH-50 (1/2" x 1-1/2") flat tubular handrail provided on the sides and rear of the car enclosure with satin stainless steel

finish.

Otis DC-23 ceiling: suspended frame with 6 incandescent bulbs.

Stainless Steel In lieu of ASTM A167, Type 302 or 304 stainless steel, we are

providing our standard Otis satin FULL finish stainless steel. Finish, hardness, and durability are equal to or exceeds the

above. We will provide samples as necessary.

Cab Flooring Furnished and installed by others

Hoistway Entrances 3' 6" wide x 7' 0" high. Single-slide door. Satin Stainless finish.

Extruded aluminum sills.

Signals Otis Standard line illuminated car operating panel with digital

position indicator, Otis Classic line hall fixtures with stainless steel faceplates and push buttons. In-car directional lantern with

gong and floor passing signals.

Constant Features LAMBDA[®] infrared door reversal device

Firefighters' Service Phase I and Phase II

Handicapped and Braille markings (Optional in Canada) Otis Solid State Soft Starter

Emergency Car Lighting

Additional Features Access at top landing with zoning

Certificate Frame

Low Oil Detection Switch

Remote Elevator Monitoring (REM®)

Otis ADA hands free phone.

Designed for Seismic Zone 1 requirements

One (1) set of protective cab wall pads with "S" hooks

Complies to applicable local, state and national codes.

Complies with ANSI A17.1, Florida local code and A.D.A.

Twelve (12) months after acceptance of elevator by owner.

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.

Twelve (12) months after acceptance of elevator by owner including emergency callback service during normal working hours.

Code

Warranty

Maintenance

JOB SPECIFIC CLARIFICATIONS

1. This budget proposal is based on a telephone conversation with Paul Butler on 2/12/2009

GENERAL CLARIFICATION'S

- 1. Our proposal is based on drilling the elevator well hole(s) with an outside truck mounted drilling rig through normal earth or clay soil conditions. Should we encounter any substandard soil conditions such as, but not limited to, rock, metal, wood, excessive water, etc. we reserve the right to request additional compensation for the actual difference in charges from our well driller. All documentation supporting such claim will be provided if conditions warrant. Excavation of spoils deposited at the elevator pit shall be removed by others, not Otis. Should you decide to install the well hole(s) after installation of the pit(s), the pit walls must be in place and back filled for drive up access for the drilling rig. This method will require a 30" X 30" block out, for each elevator, in the pit floor slab prior to the well hole drilling. Allow 4 weeks scheduling with the driller. WHILE DRILLER IS WORKING ON THE JOB, any mandatory orientation meeting or attendance at safety meetings required by your superintendent will ADD \$500 per hour
- 2. Please pay particular attention to the following items that are work by others, as outlined in "Attachment "D":
 - a. Cab finished flooring
 - b. Pit ladder
 - c. Overhead hoist beam
 - d. Grouting of elevator hoistway door sills
 - e. Barricades
 - f. Cutting and patching
 - g. Pre-start power requirements
- 3. If we are requested to operate the elevator for other trades or perform labor outside of the scope of this work, it shall be performed in accordance with our normal hourly labor rates which are currently \$140 per man hour, regular working hours only, plus expenses.
- 4. You shall be responsible for providing suitable on-site storage, approximately 20' x 25' per elevator adjacent to the hoistway on the main access level for the building. We require suitable tractor trailer access to the building for unloading of material and/or rollable access for equipment into the building. If you are not ready to accept delivery of the material on the date the machine room is to be ready, you shall give us sufficient notice of a local point where you will accept delivery, and be responsible for all monthly storage fees. 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.
- 5. Our proposal is based on the General Contractor being responsible for providing a jobsite crane, at no expense to Otis, to hoist the plunger(s) and cylinder(s) into the respective well hole(s) prior to top-out of the building. Otis will schedule delivery of the plunger(s) and cylinder(s) in accordance with a project schedule or signed scheduling letter provided by the General Contractor. Otis will provide the necessary manpower to assist with the hoisting of this material. If an adequate crane is not available, it is understood Otis will be compensated for the entire cost of securing a crane for our needs.

- 6. Hoistway, pit, overhead, and machine room to suit our standard space requirements. Car platform and clear car inside dimensions to be our standard sizes for the capacities specified.
- 7. It is the responsibility of the General Contractor to provide adequate on-site parking for Otis employees. No additional parking money has been included in this proposal.
- 8. All current inspection fees are included for a final inspection. Should re-inspection be required because of work that is not our responsibility, you will be responsible for the cost of re-inspection and remobilization for Otis personnel.
- 9. Full time on-site supervision is not included. All of our installation teams report to and are under the direct supervision of our Construction Superintendent. Each team includes an experienced "mechanic in charge" and when more than one team is working on a single project, one mechanic is designated as the foreman. These teams are trained and equipped to work independently and with general supervision only.
- Our quotation is based upon others providing adequate rail bracket fastenings at the clear hoistway line, an OSHA required hoisting beam for a 5000lb net live load in the overhead with proper code clearance of minimum of 12'-3" to the bottom of the beam.
- 11. Should you desire to use an elevator for construction purposes, there will be a charge of \$1500 to cover the cost of our field labor and the QEI to perform the additional test required by the State of Florida, a \$150 monthly charge payable to the QEI for a construction permit, a monthly charge of \$1000 for interim maintenance service, and a final clean-up charge based on the condition of the equipment invoiced at our standard billing rates. You will also be responsible for furnishing and maintaining the interior protection and providing an operator on the car during temporary use.

GENERAL TERMS AND CONDITIONS

- 1. This proposal is submitted with the understanding that any contract resulting therefrom will be subject to review and mutual acceptance of all terms and conditions contained therein. It is conditioned on 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, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. Under no circumstances shall either party be liable for special, indirect, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision 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.
- 2. Subcontractor agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.
- 3. If payment and performance bonds are requested of us, please **add** (\$6.00 per \$1000) of resulting contract amount.
- 4. We agree to provide evidence of insurance coverage but cannot name others as additional insured or waive our rights of subrogation. All insurance coverage afforded you or others shall terminate upon final acceptance of the work.
 - a) In lieu of naming others as Additional Insured, Otis will provide Owners and Contractors Protective Insurance (OCP) at no additional cost to you.
 - b) If the project is covered by an Owner/Contractor Controlled Insurance Program (OCIP/CCIP), Otis agrees to participate provided it is at **NO COST** to Otis and subject to

its review and acceptance of the proposed program. Any obligation of Otis to name others as Additional Insured shall be for off-site operations only.

- 5. Our proposal is based the following payment terms:
 - **a.** Monthly progress payments shall include the value of work performed and materials stored on or off site and **a payment of 35%** of the contract price is required prior to placement of factory orders to cover costs associated with submittals, contract engineering, permits, fees, bonds, and raw material procurement.
 - b. Final payment shall be due thirty (30) days after final acceptance of the elevator installation.
 - c. We must be paid ninety percent (95%) of the final contract price before turnover of the elevator equipment.
 - d. Retainage shall not exceed 10%, and shall be reduced to 5% upon 50% completion of our work.
 - e. Our payments shall be contingent on Owner payment to you only to the extent of moneys withheld by the Owner for some deficiency on our part.
 - f. Any payment not made when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less, plus reasonable attorney's fees and collection costs.
 - g. We agree to provide lien waivers on Otis' Standard Forms with respect to work or material for which we have been paid for in full.
- 6. We will not perform any additional work until such time we receive a properly approved change order for an agreed upon price.
- 7. Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond our control as well as the timely furnishing to us of completed and code compliant hoistway(s) and machine room(s), necessary approvals and power of proper characteristics, all for our uninterrupted use.
- 8. Vandalism or theft of Otis equipment from the jobsite is the responsibility of the General Contractor who shall be responsible for full reimbursement.
- 9. Otis <u>will not</u> accept back charges for clean-up or participate in composite clean-up crews. We will keep our work area broom swept.

ATTACHMENT "C"

ALTERNATE PRICING

PREPARATORY WORK BY OTHERS

(Holed Elevators)

The following items must be performed or furnished 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 Elevator Company is based on these job-site conditions existing at the beginning and during installation of the elevator equipment.

All work to be performed per the latest revision of the applicable national code: ASME A17.1 (U.S.).

1. Furnish adequate rail-bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway. For steel or wood frame construction, adequate backing for a rail bracket to be installed not less than 10'3" (3225 mm) or more than 11'3" (3429 mm) from the top landing. Separator beams where required. Rail-bracket supports like steel or concrete shall not encroach into the clear hoistway line.

Supports to the clear hoistway line should it be necessary to support rail brackets from the web of a beam or other structures beyond the clear hoistway line.

If rail bracket inbeds or inserts are provided by Otis they shall be installed by others in accordance with Otis' documentation and instruction.

- 2. Furnish a dry pit reinforced to sustain vertical forces on car rails and impact loads on cylinder head(s) and buffer(s). Hoistway, pit and machine room dry and clean. The elevator pit may not have a floor drain/sump pump connected directly to a storm drain or sewer. In the event of an elevator oil leak, oil may enter the floor drain and activate the sump pump resulting in oil being drained or pumped in violation of local, state or federal law. The floor drain or sump pump should lead to a holding tank rather than a sewer or uncontained area. Otis recommends that the owner verify system is in compliance with all applicable laws.
- 3. Furnish hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator-fixture boxes and rail-bracket fastenings penetrate the hoistway walls). The hoistway walls are to include adequate fastening to hoistway entrance assemblies. Additional sill angle support will be necessary with the 4'0" (1220 mm) and 4'6" (1372 mm) two-speed door arrangements (4500 & 5000 lb. Cars) (2041 & 2270 kg Cars). One front-entrance wall, at the main landing, is not to be constructed until after all elevator material is located in the hoistway. Remaining front entrance walls are not to be constructed until after door frames and sills are in place. If front walls are poured concrete bearing walls, rough openings are to be provided to accept entrance frames and filled in after frames are set. Rough opening size per Otis layouts.
- 4. Provide plumb vertical surfaces for entrance-sill supports, one above the other, and square with the hoistway. Finished floor and grout, if required, between door frames to sill line. A horizontal support is to be provided 1 foot (305 mm) above the clear opening at the top landing to support the door frame assembly.
- 5. To meet the date upon which the elevators are to be turned over, the entrance wall must be installed or rough openings must be filled in at an agreed upon date.
- 6. Provide any cutting, including cutouts to accommodate machine-room piping, hall-signal fixtures, patching, and painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.
- 7. Provide the use of a jobsite crane, solely at the expense of others, to assemble and hoist the plunger(s) and cylinder(s) into the well hole(s) prior to enclosing the top of the hoistway(s).

- 8. 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 only be responsible for clean-up of our own work area. Under no circumstances will we participate in the cost for a composite clean-up crew.
- 9. Provide suitable on-site storage area for all elevator equipment, with roll-able access to the elevator hoistway at ground level. A suitable storage area is defined as follows:
 - a. Dry and enclosed under a dried in building structure.
 - b. Provide roll-able access to the elevator hoistway at the ground level.
 - c. Is within 100 ft. of the hoistway.
 - d. Is larger than 25 x 20 ft.

Any warranties provided by Otis for elevator equipment are null and void if equipment is stored in a manner that does not comply with item a. of the above storage definitions.

- 10. Provide a properly framed and enclosed legal hoistway in accordance with all applicable codes. Specifically, provide a hoistway that complies with the following:
 - a. Dry
 - b. Plumb within +1 inch and -0 inches
 - c. Vented as required by governing code authority.
 - d. Roof in place.
 - e. Inserts, inbeds or rail fastening installed
 - f. Safety beam in place positioned side to side as shown on Otis layout.
 - g. Otis/OSHA compliant barricades in place.
 - h. Ready for uninterrupted use by Otis.
- 11. Provide all electrical power for light, tools, hoists, welding, etc., during erection, to be available at an agreed upon date.
- 12. Provide guarding and protection of the hoistway during construction. Protection of the hoistway shall include freestanding removable barricades at each hoistway opening at each floor. Barricades shall be 42" high, have center board and kick board, and withstand 200lbs. of side pressure. Hoistway barricades shall be erected, maintained and removed by others.
- 13. Temporary Use of Elevators: Should any elevator be required for use before substantial completion, others shall provide at no cost to Otis: temporary car enclosures, requisite signaling devices, lights in car and elevator operators together with any other special labor or equipment needed to permit this temporary usage.

Otis shall be reimbursed for any labor and material that is not part of the permanent elevator installation and that is required to provide temporary elevator service. In addition, Otis' temporary acceptance form shall be executed before any elevator is placed in temporary service. The cost associated with the power, operation, maintenance, rehabilitation of the equipment and any Construction Permits/Fees required by governing authorities shall be paid for by others.

When an elevator is used for temporary service, Otis may, as a result of the temporary service, extend the completion date. Otis shall provide notice of the extension at the time the elevator is made available for the temporary service.

- 14A. Provide removal of spoils from well-hole excavation.
- 14B. Provide pit-floor cutout, size and location as required by Otis, to accommodate cylinder assembly. Patching of pit floor after setting of cylinder assembly to accommodate a water-tight condition.
- 15. Standard water connections (if necessary) for equipment and outlet line for discharging excess water while sinking cylinder well. Furnish water for sinking cylinder well at no cost to Otis.

- 16. The cylinder well hole, including a casing if necessary, shall be provided by the elevator subcontractor, based upon excavation through normal soil or clay which can be removed by manual digging or with a standard truck-mounted or otherwise mobile drilling unit, provided there is unobstructed ingress and egress for the excavation equipment with adequate work space. If any physical obstruction or hindrance below the surface of the ground, including but not limited to boulders, rocks, gravel, wood, metal, pilings, water, sand, caves, public utilities, or any other foreign material is encountered, the elevator contractor and their subcontractor shall be provided with written authorization to proceed with excavating utilizing any required special excavation equipment. The elevator subcontractor shall be compensated at a linear rate of \$190.00 per foot for those additional costs beyond their quoted drilling cost incurred, including the cost of any special excavation equipment. Protection for the installed hydraulic elevator cylinder shall be provided at no cost to the elevator subcontractor.
- 17. Install a fixed vertical iron ladder to pit as required by governing code and located per Otis layouts or as coordinated with Otis personnel.
- 18. Provide and Install a safety beam capable of withstanding a maximum net live load of 5000 lb. (2268 kg). Otis requires 2" clear above the beam. Beam must be removed before car is placed in operation if it infringes on required clearance.
- 19. Provide a suitable machine room with access and ventilation in accordance with all applicable codes and regulations. The machine room is to be maintained at a temperature between 45°F (7°C)and 90°F (32°C) to be measured 6 feet (1830 mm) above the floor and 1 foot (305 mm) out from any part of the car controllers, drives, and motors. Areas near the heat exhausts of the controllers, drives, and motors may be excepted from this requirement. Relative humidity is not to exceed 95% non-condensing. Local codes may require tighter temperature ranges. Please check with your local code authority for the exact requirements in your area.
- 20 Provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.
 - For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.
 - b. For each group of elevators, provide a normally closed contact representing all smoke detectors located in lobbies, hoistways, or machine rooms, but <u>not</u> the smoke detector at the designated return landing (see above) or the smoke detectors as described in i. & ii. below.
 - ii. 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.
 - iii. If machine rooms are located 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.
 - c. (i) For a single unit or for a group of elevators having one common machine room and one common hoistway, provide one additional normally closed contact representing all machine room and hoistway smoke detectors.
 - (ii) If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one machine room, provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the machine room for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.
- 21. If sprinklers are installed in the hoistway, machine room, or machinery spaces, a means to automatically disconnect the main line power supply of the affected elevator prior to the application

- of water. Smoke detectors shall not be used to activate sprinklers in hoistways, machine rooms, or machinery spaces or to disconnect the main line power supply.
- 22. All 125 volt, 15 or 20 ampere single phase receptacles installed in pits, machinery spaces and elevator-car tops shall be of ground-fault circuit-interrupter type. All 125 volt, 15 or 20 ampere single-phase receptacles installed in machine rooms shall have ground-fault circuit-interrupter protection [NEC 620-85]. A dedicated single phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection.
- Furnish three (3) phase, electrical-feeder system with a separate equipment grounding conductor 23. terminating in the machine room. Size of the feeders and grounding conductor to suit elevator power characteristics. 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) with feeder or branch wiring to controller [NEC 620-51]. Where practical, disconnects shall be located adjacent to the door of the machine room enclosure. A separate 120 volt AC, 15 ampere single phase branch circuit and SPST fused disconnect switch or circuit breaker, arranged to be locked in the open position, to supply the car lights, receptacles, auxiliary lighting power source and ventilation on each car in compliance with the National Electrical Code. Branch circuit wiring to each controller [NEC 620-53]. Suitable light and convenience outlets in machine room with light switches located within 18" (456 mm) of lock jamb side of machine room door and a convenience outlet and light fixture in pit with switch located adjacent to the access door [NEC 620-23]. Electric power for light, tools, hoist, etc., during installation as well as electric current for starting, testing and adjusting the elevator. To meet the date upon which the elevators are to be turned over, the permanent three (3) phase feeder system and protective devices must be installed and power available prior to the start of elevator installation at an agreed upon date.
- 24. Provide two (2) dedicated analog telephone lines to each machine room.
- 25. Provide a telephone instrument or means within the car for communicating or signaling to an accessible location outside the hoistway or central exchange system or approved emergency service, unless stated elsewhere in the specifications. System to be designed to ADAAG requirements.
- 26. [Optional: For elevators having a battery-powered Emergency Return Unit (ERU).] Provide the disconnecting means required by the National Electrical Code with an auxiliary contact and wiring to the controller. The auxiliary contact is to be positively open when the main disconnecting means is open. The auxiliary contact shall cause the ERU power source to be disconnected from its load when the disconnecting means is in the open position. Size of main contacts to suit elevator power characteristics. Heat sensors, when used to automatically disconnect the mainline power supply prior to the application of water from sprinklers, shall be provided with a normally closed contact with wiring from the sensing device to a controller designated by Otis. The normally closed contact shall be closed when the heat sensor is not activated and shall be open when the heat sensor is activated.

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.

To meet the date upon which the elevator are to be turned over, the permanent three (3) phase feeder system and protective devices must be installed and power available prior to the start of elevator installation at an agreed upon date.

