This application is available in alternate formats upon request.

# REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS OF CHAPTER 553, PART V, FLORIDA STATUTES

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the Florida Building Commission. You will have the opportunity to answer questions and/or make a short presentation, not to exceed 15 minutes, at each meeting. The Commission will consider all information presented and the Council's recommendation before voting on the waiver request.

1. Name and address of project for which the waiver is requested.

WAREING ENTER Prises Name: 25340 W. Newberry Road Address: New berry, 669

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: ROBERT IKARD, MANAGER WAREENG ENERPTISES LLC
Applicant's Address: 671 Portside Drive, NAPLES, FL 34/03
Applicant's Telephone: <u>739-716-1579</u> FAX: <u>739-331</u> 7815
Applicant's E-mail Address: rober + 1kard @ yahoo, com
Relationship to Owner:MANAGENG_MGMBGR
Owner's Name: WARE DNG ENTERPRISES LLC
Owner's Address: 671 PORTSide Prive, NAPLES, FL 34/03
Owner's Telephone: 239-216-1529 FAX 239-331-2815
Owner's E-mail Address: robert llcard@yahoo.com Signature of Owner: All
Contact Person: ROBERT Ikard
Contact Person's Telephone: 331-216-1529 E-mail Address: robert Kard Oyahoo. Com

This application is available in alternate formats upon request. Form No. 2001-01

3. Please check one of the following:

[] New construction.

[] Addition to a building or facility.

[] Alteration to an existing building or facility.

[] Historical preservation (addition).

[X] 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 Tucker Building is a 1905 masonry and rough sawn timber two story building, one of three remaining connected commercial buildings in this building grouping located in downtown Newberry. The original construction consisted of four buildings used for retail and business in 2000. The Western most building was destroyed by fire, leaving this building/business space the new western end of the overall building mass. Over the years this 23'0 wide x 90'-0" long two story building was used for retail, a theater, a florist and has been vacant for the last two years. The ground floor is 2070 sf with a second floor support area of 680 sf accessible by a stairwell in the front western portion of the building. This building is on the National Historic Register.

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

The current cost for Alterations for the ground floor and some improvements to the stairway and lighting for the  $2^{nd}$  floor is \$35,000. If the waiver is granted an additional \$25,000 would be put towards improving the  $2^{nd}$  floor so that it is usable commercial space. In effect, I believe \$50,000 is the total contract amount (\$35,000 + \$25,000 = \$60,000) that should be used to determine the feasibility of providing handicap accessibility to the  $2^{nd}$  floor.

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

[] Under Design [X] Under Construction\*

[] In Plan Review [] Completed\*

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

The initial renovation concentrated on the first floor taking the vacant space and restoring it into an optometrist office. Because of structural concern with the sagging second floor storage and office area a new center structural beam had to be installed to allow safe use of the first floor. With the new structural girder beam running down the center of the building the second floor strictly sound and the Owner would like to use the second floor as a possible commercial space, but a lift or elevator would be cost prohibitive and require additional extensive structural improvements, making the restoration of the second floor too costly and efforts would remain restricted to the first floor. Incorporating an elevator in this 105 year old building would create an economic hardship at this time. The first floor is flush with the public sidewalk system for an accessible route and since the commercial buildings along Newberry Road hug the street, handicap parallel parking is provided at the adjacent cover where curb cuts have been installed.

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

## Issue

1: <u>Handicap accessibility code which requires a lift or elevator to the 2<sup>nd</sup> floor portion. Chapter 11 FBC Florida Accessibility Code for Building Construction, Section 11-4.1.7 accessibility to second floor in a qualified historic building</u>

## Issue

2: <u>Structural integrity and soundness of the existing 105 year old building would make the construction of the elevator shaft financially unfeasible to restore the second floor of this historic building.</u>

## Issue

3:

8. **Reason(s) for Waiver Request:** The Florida Building Commission may grant waivers of Florida-specific accessibility requirements upon a determination of unnecessary, unreasonable or extreme hardship. Please describe how this project meets the following hardship criteria. Explain all that would apply for consideration of granting the waiver.

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

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

Structural improvements in order to support an elevator and its shaft would be cost prohibitive in itself and an elevator and required shaft.

[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.

The Owner has made the downstairs portion of the building code compliant for accessibility by widening all of the interior doors to a minimum 2'8", making the bathroom handicap accessible including, handicap toilet, grab bars and accessible sink, and has installed ramps where change in floor heights were found. But, in order to use the 2<sup>nd</sup> floor for more than just storage space, the cost of installing a lift or elevator seems to be extremely expensive and therefore not cost effective.

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.

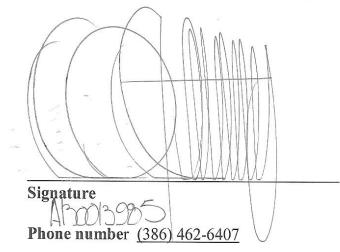
a. A wheelchair lift not including electrical, compartment/shaft, and required doors. The least expensive quote was \$21,580 for the lift and the other required items above to be supplied by the General Contractor are approximately \$4,500 if the existing structure can allow an interior installation making a total cost of \$26,080. I have included both quotes for elevator lifts of \$21,580 from Accessibility Lifts, Inc., and a quote \$24,385 from Elevator Solutions, which would also require the \$4,500 in additional items. Making that total \$28,885 for a new lift system less any structural improvements (see item 10 below)

b. <u>The least expensive elevator quote from Advanced Lift Systems was \$43,500 and also required</u> additional electric and concrete/elevator shaft work by the General Contractor of approximately <u>\$24,800</u>. Making the combined quote \$68,300. The second lowest quote from Elevator Solutions was \$48,435 and also required the additional \$24,800 of work by the General Contractor. Bring that total to \$73,235.

c. <u>The structural improvements needed to be complete to even accommodate an elevator shaft is</u> estimated at \$75,000 bringing the total \$148,235 including an elevator unit and electrical upgrade and structural enhancements.

10. Licensed Design Professional: Where a licensed design professional has designed the project, his or her comments **MUST** be included and certified by signature and affixing of his or her professional seal. The comments must include the reason(s) why the waiver is necessary.

After reviewing the existing building and consulting with my structural engineer it is my professional opinion that the cost to enhance the structure to even consider an elevator or lift would be a minimum \$75,000. The building is in varying degrees of quality due to previous building settlement, repairs and wall patching, and undersized slab conditions exposed during demolition of this renovation. If an elevator is required it will have to be completely independent of the building and its foundation and bridged to an opening in the existing building, unless more extensive all and foundation repair is done. Because of vibration and load shifting concerns I would not recommend a lift system anchored to any portion of this existing building.



Paul R. Stresing, Printed Name

(SEAL)

## **CERTIFICATION OF APPLICANT:**

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

Dated this <u>29</u> day of <u>Sune</u>, 20 <u>11</u>

atill

Signature

ROBERT IKArd

Printed Name

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

# REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT,

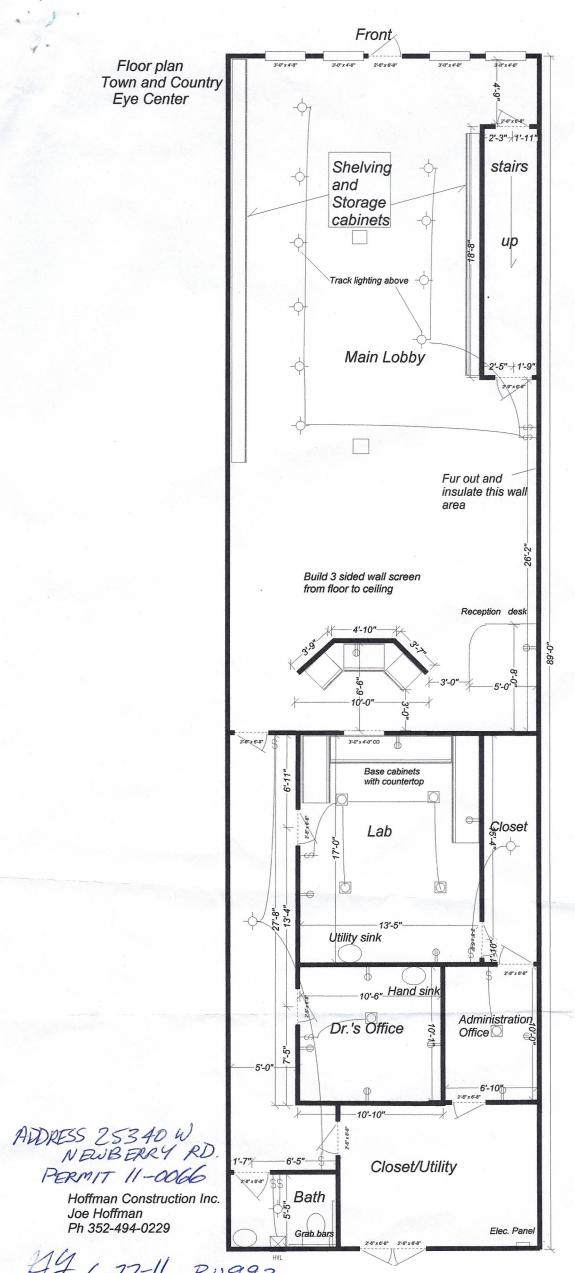
Please state why the issue is being referred to the Florida Building Commission as well as a recommendation for disposition. The Building Official or his or her designee should review the application and indicate that to the best of his or her knowledge, all information stipulated herein is true and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

# a. <u>THIS PROJECT IS UNDER ALTERATION PERMIT PRESENTLY</u>. b. <u>THE 2nd FLOOR IS NOW PROPOSED TO BE USEABLE COMMER</u>LAL c. <u>WITHOUT VERTICAL ACCESSIBILITY!</u> (SECTIONS 11-4.16 F&KZ ARE BEING CITED FOR DISPROPORTIONALITY.

Has there been any permitted construction activity on thi	s building during the past three years? If
so, what was the cost of construction?	
	00

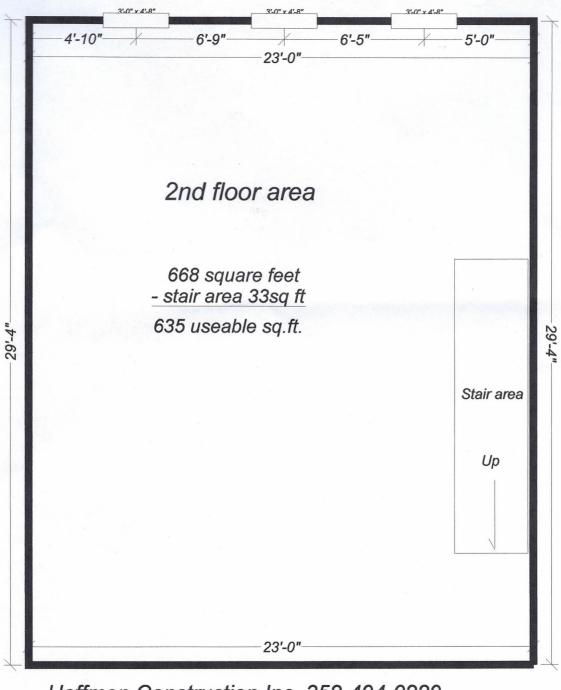
[4 Yes [] No Cost of Con	nstruction	
Comments/Recommenda	lation SHOW A CLESSIBLE ENTRANCE TO SPACE	-1
OR PROVID	DE WAIVER FOR VERTICAL ACCESSIBILIT	7.
Jurisdiction <u>C17</u>	TY OF NEWBERRY	
Building Official or Desig	ignee <u>Acegony</u> Finone Signature OREGORY FERRONE	
	Printed Name BN 7, BU 992, PX 946	
Address:	Certification Number 352-472-3927-126/352-472-3998	?
Telephone:	Telephone/F AX	

Address: 25815 SW 2nd AVENUE - PO BOX 369 NEWBERRY, FL 32669

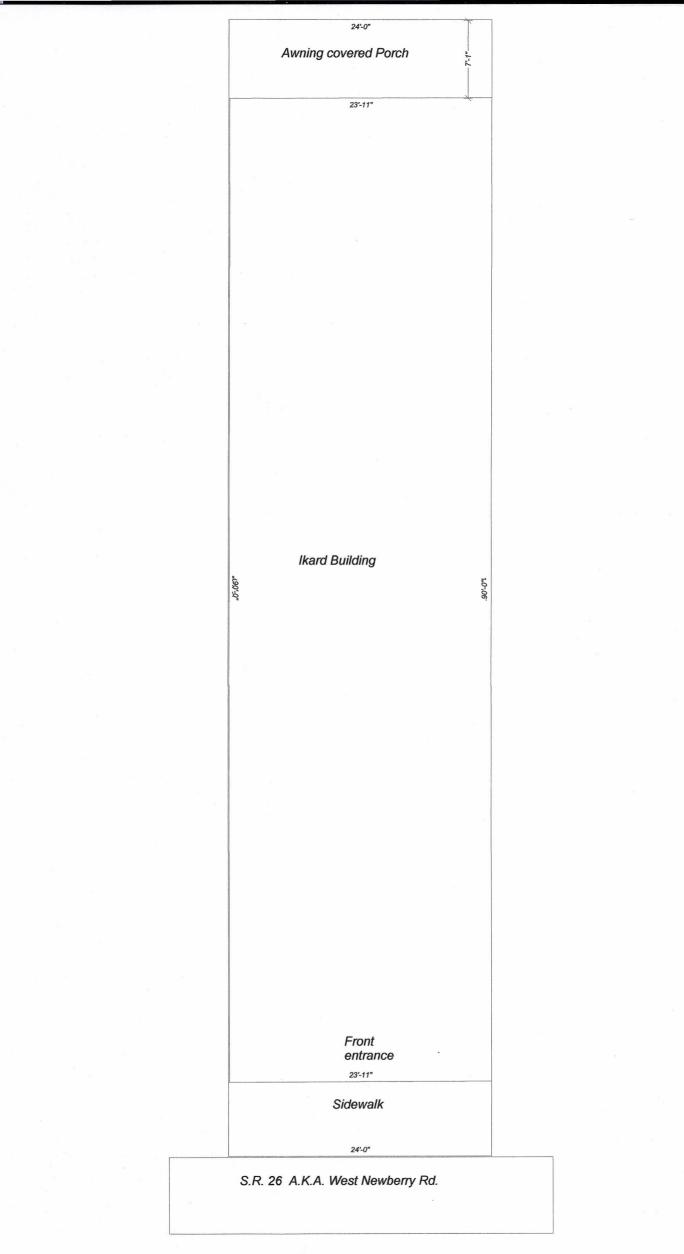


17 6-22-11 BU992 CITY OF NEWBERRY

Town and country eye center



Hoffman Construction Inc. 352-494-0229 Newberry ,Fla.



Site Plan - not to scale

disproportionate to the overall cost of the alterations.

- (3) Special technical provisions for alterations to existing buildings and facilities:
  - (a) Ramps. Curb ramps and interior or exterior ramps to be constructed on sites or in existing buildings or facilities where space limitations prohibit the use of a 1:12 slope or less may have slopes and rises as follows:
    - (i) A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches (152 mm).
    - (ii) A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches (76 mm). A slope steeper than 1:8 is not allowed.
  - (b) Stairs. Full extension of handrails at stairs shall not be required in alterations where such extensions would be hazardous or impossible due to plan configuration.

(c) Elevators.

- (i) If safety door edges are provided in existing automatic elevators, automatic door reopening devices may be omitted (see Section 11-4.10.6).
- (ii) Where existing shaft configuration or technicality prohibits strict compliance with Section 11-4.10.9, the minimum car plan dimensions may be reduced by the minimum amount necessary, but in no case shall the inside car area be smaller than 48 inches by 48 inches (1219 mm by 1219 mm).
- (iii) Equivalent facilitation may be provided with an elevator car of different dimensions when usability can be demonstrated and when all other elements required to be accessible comply with the applicable provisions of Section 11-4.10. For example, an elevator of 47 inches by 69 inches (1195 mm by 1755 mm) with a door opening on the narrow dimension, could accommodate the standard wheelchair clearances shown in Figure 4.
- (d) Doors.
  - (i) Where it is technically infeasible to comply with clear opening width requirements of Section 11-4.13.5, a projection of <sup>5</sup>/<sub>8</sub> inch (16 mm) maximum will be permitted for the latch side stop.
  - (ii) If existing thresholds are <sup>3</sup>/<sub>4</sub> inch (19 mm) high or less, and have (or are modified to have) a beveled edge on each side, they may remain.
- (e) Toilet rooms.
  - (i) Where it is technically infeasible to comply with Section 11-4.22 or 11-4.23, the installation of at least one unisex toilet/bathroom per floor, located in the same area as existing toilet facilities, will be permitted in lieu of modifying existing toilet facilities to be accessible. Each unisex toilet room shall contain one water closet comply-

ing with Section 11-4.16 and one lavatory complying with Section 11-4.19, and the door shall have a privacy latch.

- (ii) Where it is technically infeasible to install a required standard stall [see Figure 30(a)], or where other codes prohibit reduction of the fixture count (i.e., removal of a water closet in order to create a double-wide stall), either alternate stall [see Figure 30(b)] may be provided in lieu of the standard stall.
- (iii) When existing toilet or bathing facilities are being altered and are not made accessible, signage complying with Sections 11-4.30.1, 11-4.30.2, 11-4.30.3, 11-4.30.5 and 11-4.30.7 shall be provided indicating the location of the nearest accessible toilet or bathing facility within the facility.

(f) Assembly areas.

- (i) Where it is technically infeasible to disperse accessible seating throughout an altered assembly area, accessible seating areas may be clustered. Each accessible seating area shall have provisions for companion seating and shall be located on an accessible route that also serves as a means of emergency egress.
- (ii) Where it is technically infeasible to alter all performing areas to be on an accessible route, at least one of each type of performing area shall be made accessible.

(g) Platform lifts (wheelchair lifts). In alterations, platform lifts (wheelchair lifts) complying with Section 11-4.11 and applicable to this code shall be used as part of an accessible route. The use of lifts is not limited to the four conditions in Exception 4 of Section 11-4.1.3(5).

(h) **Dressing rooms.** In alterations where technical infeasibility can be demonstrated, one dressing room for each sex on each level shall be made accessible. Where only unisex dressing rooms are provided, accessible unisex dressing rooms may be used to fulfill this requirement.

### 11-4.1.7 Accessible buildings: Historic preservation.

### (1) Applicability.

(a) General rule. Alterations to a qualified historic building or facility shall comply with Section 11-4.1.6, the applicable technical specifications of Section 11-4.2 through Section 11-4.35 and the applicable special application Section 11-5 through Section 11-10 unless it is determined in accordance with the procedures in Section 11-4.1.7(2) that compliance with the requirements for accessible routes (exterior and interior), ramps, entrances, or toilets would threaten or destroy the historic significance of the building or facility in which case the alternative requirements in Section 11-4.1.7(3) may be used for the feature.

Exceptions: Reserved.

(b) **Definition.** A qualified historic building or facility is a building or facility that is:

- (i) Listed in or eligible for listing in the National Register of Historic Places; or
- (ii) Designated as historic under an appropriate state or local law.

#### (2) Procedures.

(a) Alterations to qualified historic buildings and facilities subject to Section 106 of the National Historic Preservation Act.

(i) Section 106, Process. Section 106 of the National Historic Preservation Act (16 U.S.C. 470 f) requires that a federal agency with jurisdiction over a federal, federally assisted, or federally licensed undertaking consider the effects of the agency's undertaking on buildings and facilities listed in or eligible for listing in the National Register of Historic Places and give the Advisory Council on Historic Preservation a reasonable opportunity to comment on the undertaking prior to approval of the undertaking.

(ii) ADA application. Where alterations are undertaken to a qualified historic building or facility that is subject to Section 106 of the National Historic Preservation Act, the federal agency with jurisdiction over the undertaking shall follow the Section 106 process. If the state historic preservation officer or Advisory Council on Historic Preservation agrees that compliance with the requirements for accessible routes (exterior and interior), ramps, entrances, or toilets would threaten or destroy the historic significance of the building or facility, the alternative requirements in Section 11-4.1.7(3) may be used for the feature.

(b) Alterations to qualified historic buildings and facilities not subject to Section 106 of the National Historic Preservation Act. Where alterations are undertaken to a qualified historic building or facility that is not subject to Section 106 of the National Historic Preservation Act, if the entity undertaking the alterations believes that compliance with the requirements for accessible routes (exterior and interior), ramps, entrances, or toilets would threaten or destroy the historic significance of the building or facility and that the alternative requirements in Section 11-4.1.7(3) should be used for the feature, the entity should consult with the state historic preservation officer. If the state historic preservation officer agrees that compliance with the accessibility requirements for accessible routes (exterior and interior), ramps, entrances or toilets would threaten or destroy the historical significance of the building or facility, the alternative requirements in Section 11-4.1.7(3) may be used.

(c) Consultation with interested persons. Interested persons should be invited to participate in the consultation process, including state or local accessibility officials, individuals with disabilities, and organizations representing individuals with disabilities.

(d) Certified local government historic preservation programs. Where the state historic preservation officer has delegated the consultation responsibility for purposes of this section to a local government historic preservation program that has been certified in accordance with Section 101(c) of the National Historic Preservation Act of 1966 [16 U.S.C. 470a (c)] and implementing regulations (36 CFR 61.5), the responsibility may be carried out by the appropriate local government body or official.

#### (3) Historic preservation: Minimum requirements.

(a) At least one accessible route complying with Section 11-4.3 from a site access point to an accessible entrance shall be provided.

**Exception:** A ramp with a slope no greater than 1:6 for a run not to exceed 2 feet (610 mm) may be used as part of an accessible route to an entrance.

(b) At least one accessible entrance complying with Section 11-4.14 which is used by the public shall be provided.

**Exception:** If it is determined that no entrance used by the public can comply with Section 11-4.14, then access at any entrance not used by the general public but open (unlocked) with directional signage at the primary entrance may be used. The accessible entrance shall also have a notification system. Where security is a problem, remote monitoring may be used.

- (c) If toilets are provided, then at least one toilet facility complying with Sections 11-4.22 and 11-4.1.6 shall be provided along an accessible route that complies with Section 11-4.3. Such toilet facility may be unisex in design.
- (d) Accessible routes from an accessible entrance to all publicly used spaces on at least the level of the accessible entrance shall be provided. Access shall be provided to all levels of a building or facility in com-
- pliance with Section 11-4.1 whenever practical,
- (e) Displays and written information, documents, etc., should be located where they can be seen by a seated person. Exhibits and signage displayed horizontally (e.g., open books), should be no higher than 44 inches (1120 mm) above the floor surface.

11-4.1.8 Accessible buildings, structures and facilities: Architectural barrier removal.

- (1) Removal of architectural barriers, pursuant to 28 C.F.R. Subpart C S. 36.304, from buildings, structures or facilities to which this code applies shall comply with Section 11-4.1 to Section 11-4.35 unless compliance would render the removal not readily achievable. In no instance shall the removal of an architectural barrier create a significant risk to the health or safety of an individual with disabilities or others.
- (2) Barriers at common or emergency entrances and exits of business establishments conducting business with the general public that are existing, under construction, or under contract for construction which would prevent a person from using such entrances or exits shall be removed.



P. O. Box 219 Wildwood, Florida 34785 Phone: 352 633 3501 Fax: 352 633 3977

# **ACCESSIBILITY LIFTS, INC.**

NOTE: New address & Phone Number PROPOSAL AND SALES AGREEMENT Difference from below description after site visit will require a revised quote.

Date: June 6, 2011 RE: Newberry Vertical Lift Attn: Joseph Newman

Accessibility Lifts, Inc. respectfully submits the following proposal to furnish and install: One, vertical platform lift, travel to 12', hydraulic drive, fit mount, keyed operation, standard Straight thru platform, two 36" wide ADA steel doors, call send controls. (Unit install by ALI in a code compliant shaft created by the GC)

PRICE: \$21, 580

Note: All quotes are based on standard equipment. RAL color selections and PDO's to address latch clearance (Required when there is less than 18" from handle to wall) is optional. If unit is not pit mounted, a power door opener will be required at lower level to address code.

**WORK BY OTHERS:** Electrician: Must bring the wiring to unit and call-send controls. Provide Minimum 5 ft candle lighting at each landing for emergency lighting back-up as required by code in order to pass inspection and provide a Fusible/lockable disconnect. (If electrical disconnect not provided by the manufacturer)

GC: Provide a minimum 3" re-enforced concrete pad and backing as indicated on drawings to tie back the mast.

NOTE: Pricing includes material, shipping, installation, Bureau of Elevator Safety permitting, and B.E.S inspection. All <u>commercial</u> accessibility lifts require installation by a registered elevator company, such as ALI, and an inspection by a representative of the Bureau of Elevator Safety.

# AT THIS DATE, lead time 60 days for Bureau of Elevator Safety permitting process, <u>concurrent</u> with 6-8 weeks production/installation/inspection of product.

All materials are warranted to be as specified above. All work shall be completed in a workmanlike manner according to local industry standards and shall comply with all applicable building codes. Any alteration or deviation from the above specifications and/or "work by others" which requires or involves additional labor or materials must be requested in writing by the purchaser and will be performed by the Seller as an extra. The Purchaser agrees to pay the charges for such extras and such charges shall be in

addition to the above contract price. Storage charges that may be incurred by A.L.I. due to delay of site readiness, as scheduled by the G.C. will be subject to a back -charge. Additional installation time required by A.L.I. due to lack of site readiness may be back charged as well as site condition. A 7 day notice is required for installation.

QUOTES VALID FOR 60 DAYS: After acceptance, price remains valid only if goods are shipped within 180 days from acceptance. Any changes or manufacturers price increases will affect the original quoted price.

## TERMS:

50% deposit before release for production of this custom equipment,

40% material delivery to site.

10% at completion of successful State Elevator Department inspection/turnover.

10% cancellation fee after signed proposal received, 75% after order released to production. Note: Keys and owners manual will be turned over after inspection and unit paid to 90% of contract.

Add 5% surcharge for credit card payments.

Material <u>WILL NOT</u> be released for production without deposit nor lift turned over without final payment.

## WARRANTY:

One (1) year manufacturers warranty on parts only. No labor is included 1 year after installation from installer or Seller. Warranty becomes effective the day of successful inspection by the Dept. of Elevator Safety. Yearly maintenance proposals available.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. <u>Payment will be made as outlined above</u>.

**Purchaser:** 

Date:

Submitted by: Accessibility Lifts, Inc. rep: Stasia Owczarzak Phone: 352-633-3501 Fax: 352-633-3977

### www.accessibilitylifts.com

# Accessibility Lifts, Inc.

# Advanced Lift Systems

6401 Metro Plantation Ft Myers, Fl Phone 1-866-947-LIFT 1-727-439-1312 Fax 866-947-5438

# **Commercial Elevator Proposal**

то:	Hoffman Construction P.O. Box 719 Newberry, Florida 32669	Project Name/Locatio		
Phone:	(352) 494-0229			
Fax:	(352) 472-6182	Attn: Joe Hoffman		
Dated:	June 15th, 2011			

Drawing Approval:

**EQUIPMENT SUMMARY:** 

Advanced Lift Systems will provide and install the elevator specified herein under the following specifications.

#### THE CONTRACT PRICE:

The contract price	e of Forty Three Thousand Five Hundred
\$43,500	includes a state permit, state inspection, labor and materials required to complete the

installation of the elevator system described herein. No refunds for ordered materials.

#### TERMS OF PAYMENT: DEPOSITS ARE NON-REFUNDABLE

Payment shall be made as follow	is:		
Design & Engineering Deposit:	15%	\$ 6,525.00	Due to start approval drawing process
Material Delivery	65%	\$ 28,275.00	Due before materials are delivered
Installation	20%	\$ 8,700.00	Labor Draws: Progress Billed

# UNIT MUST BE 95% PAID BEFORE FINAL INSPECTION IS SCHEDULED

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "YOU") and us when accepted by you through execution of this proposal by you and approved by our authorized representative and approved by us.

Accepted in duplicate

By:

Customer legal Name and Title

By: \_\_\_\_

Advanced Lift Systems

Authorized Signature

Advanced Lift Systems Authorized Signature

Principal's Name if Signing as Agent

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

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

INITIALS EACH PAGE

#### **CONTRACT SPECIFICATIONS**

#### **DESIGN CHARACTERISTICS:**

	and a second
Туре	Holeless
Capacity	2000 lb
Speed	100 fpm
Travel	not to exceed
Stops & Openings	2; 2 inline
Door Size	3'0"x7'0"
Door Type	Single speed side opening
Machine Room	Adjacent 1st floor
Hoistway Entrances:	Enamel
Platform Size	Standard for car weight
Inside clear cab dimensions	Standard for car weight
Cab Height	8'0"
Required Overhead	12'4" above finished floor
Required Pit Depth	4' below lowest floor
Power	208 volt, three phase
Operation	Simplex selective collective with non-proprietary
	controls, and soft start PLC controller

#### **Car Door protection:**

Multi beam infra red light screen

### **Cab finishes:**

•	
Sills	Aluminum extruded Sills
Walls	Laminate
Door	Enamel
Return	Laminate
Ceiling	Egg crate with florescent lighting above
Handrails	2" stainless steel #4 round

#### **Additional options:**

**Finish flooring:** 

By others

Main car operating station, ADA hands free phone, hall stations at each landing, car travel Signal equipment: lantern. All fixtures to have stainless steel #4 cover plates and will be installed at the correct ADA heights. Includes: required signage certificate frame and jamb markers.

GUIDE RAILS: Steel rails shall be furnished to guide car. Heavy-duty splice bolts are to be used at each splice, and rail sections shall be number matched for easy installation. Rail attachment will be per manufacturer instructions.

OPERATION: Controls shall be momentary pressure and completely automatic. Each entrance shall be furnished with a call station. The car shall be furnished with a push-button station with one button for each level served. The car push-button station shall also contain an emergency stop switch, alarm bell, light switch and telephone jack (required by ANSI 17.1 code par. 509.1).

PREPARATORY WORK NOT INCLUDED IN THE ELEVATOR CONTRACT: To complete this installation the following items must be performed or furnished by other than the elevator contractor in accordance with governing codes. Also see attached section:

Construction of a suitable, legal elevator hoistway consistent with building construction. 1.

2. Electrician to install proper pit conduit and wiring to operate the pit lights, as well as the light switch and the G.F.C.I. receptacle, and any main line fuses for the three phase power at the disconnect switch. This will include, but is not limited to , installing one (1) smoke detector at all lobby landings and one (1) in the machine room for phase one recall (per 4A- 47 and ANSI A17.1 Section 211).

INITIALS EACH PAGE

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3. Recessed pit area.

4. Connection of telephone, per manufacturers' minimum specifications, to outside central exchange as required by ANSI 17.1 code.

5. 110 VAC by electrician.

WORK INCLUDED: Furnish all materials, labor, engineering, shop drawings, permits, state inspections, equipment and services required for the complete installation of the oil hydraulic passenger elevator as specified herein.

WORK NOT INCLUDED: The use of our mechanics to operate elevators or elevator platforms for others to perform work in the hoistway is not included. Should you require this assistance, the cost will be billed at \$75.00 per hour with a one (1) hour minimum per charge.

The following items shall be furnished by other trades, under other sections of the specifications.

A clear hoistway of the dimensions shown, plumb to within 1".

Venting of hoistway as required by code.

A dry pit, reinforced to sustain vertical loads as shown.

A pit ladder for each elevator of non-combustible material, constructed and installed in accordance with code, and extending from pit floor to 42" above sill of lowest hoistway door.

Adequate supports for guide rail brackets, to support horizontal loads as shown. Support locations must not exceed spacing as required by code, and as shown. When maximum spacing is exceeded, rail reinforcement or additional supports must be provided at purchaser's expense.

Guide rail support locations must be steel, brick, concrete, or filled concrete block. If inserts are furnished, these are to be installed by others, in locations shown as walls are erected. If rail brackets are attached to steel beams, fireproofing is to be applies AFTER rail brackets are installed.

Projections or recesses in the hoistway of 2" or more, on sides not used for loading or unloading, shall be beveled at an angle not less than 75 degrees from the horizontal.

A hoist beam, hook, or eyebolt shall be furnished at the top of the hoistway, located on centerline of car and guides - designed to lift load required.

Entrance walls accepting passenger type en are to be erected (or rough opening as shown filled in) after door frames and sills are installed.

A suitable sill support and recess as shown, full width of the hoistway, grouted by others after door sills are installed.

Required sleeves in any wall, or any trenching and filling, for oil line and wiring duct for each elevator, as shown.

Any cutting and patching of building construction required to install signal fixtures, or other elevator apparatus, and any repairs, grouting, patching, or painting made necessary by same.

Barricades as may be required during construction to meet code requirements.

Hole for Jack Unit: The agreement is based on soil free from rock, boulders, building construction members, sand, water,quicksand, underground caves, or any other obstructions or ususual conditions when installing the jack unit. Should such obstructions or unusual conditions be encountered, you shall be notified immediately and written authorization to proceed with the excavation shall be obtained from the property enity. The contract price shall be increased by the amount of the additional cost for labor and material plus 15%.

A machine room properly lighted and ventilated per code requirements with temperature maintained between 65 and 95 degrees. Door of size to permit access for hydraulic machine, to be self-closing and locking, but openable from inside without key.

A fused disconnect switch for each elevator, of ample capacity, with wiring to the elevator motor starter control. Disconnecting means shall disconnect the normal power supply as well as emergency supply, when provided.

Light and switch in elevator room, with switch located adjacent to access door. Convenience outlet in machine room.

Light, switch and convenience outlet in elevator pit, light switch accessible from lower landing opening. Install light to clear elevator car.
INITIALS EACH PAGE
3 of 5

Suitable 110V service connected to terminals in elevator controller for car light service (elevator contractors option).

Heat, and product of combustion sensors located in each elevator lobby with necessary wiring to elevator control panel, when fire service is specified.

Telephone instrument in elevator car, and wiring from building source to elevator control panel .

Furnishing of any specialty intercom, paging, or wiring from building source to elevator control panel.

Necessary power for installing, erecting, and testing, without charge.

Any features or equipment required, but not specifically specified as being furnished by elevator contractor.

A safe and dry space to store elevator equipment and tools before and during construction. The cost of replacement of equipment due to theft, neglect of others, vandalism, or any other reason not caused by us shall be borne my you.

Floor covering in elevator cab. .

**CODES**: This work shall be done in accordance with the requirements of the National Electrical Code and the latest American Standard Safety Code for Elevators, Dumbwaiters, and Escalators, including all revisions and authorized changed in effect on date of this specifications and all local codes which govern the requirements of this installation.

**INSPECTIONS:** The final elevator inspection will be scheduled by us with a qualified independent elevator inspector when it is determined by us that the elevator is ready for inspection and that all builders work relating to this agreement is complete and ready for inspection. The cost of one inspection is included in this agreement. Should more than one inspection be required, due to the errors of others, there will be an additional charge of \$500.00 per unit, per inspection.

#### PERMITS, TESTS AND INSPECTIONS:

The Elevator Contractor shall furnish at this expense, all necessary State Inspections and permits pertaining to the elevator, elevator installation and functioning, and make such tests as are required by the regulations of such authorities. Tests shall be made in the presence of the authorized representatives of such authorities.

#### THE WORK:

We propose to furnish and install a transportation system in accordance with the terms of this proposal and of the following documents: NO OTHER DOCUMENTS

The term "work" includes all work performed hereunder except for the performance of warranty and maintenance services.

**PERFORMANCE OF THE WORK:** We shall perform the work on a timely basis and shall have the transportation system in running order by date specified on the cover page of this proposal provided that, at no expense to us, you furnish us with necessary data and approvals by the dates required by us, and supply for our uninterrupted use, for each elevator, electric power of proper characteristics, a completed watertight code-compliant hoistway or wellway, and machine room, by the date(s) specified on the cover page of this proposal. You shall give our workers safe access and a safe place for performing the work, and we reserve the right to discontinue the work whenever this provision is violated. You shall also arrange that others will not interfere with the work at the site. Delay resulting from any cause beyond your or our reasonable control shall extend the time for the completion of the work.

**CHANGES OR EXTRAS:** All changes are to be in writing, signed by both parties and paid in full at time of approved request. Any overtime must be agreed to in advance.

LOSS, DAMAGE OR DELAY: Under no circumstances shall either of us be liable for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government strikes, lockouts, labor disputes, fire, explosion, theft, weather damage, flood earthquake, riot, civil commotion, war, malicious mischief, or act of god. Under no circumstances shall either of us be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty, or otherwise, notwithstanding any indemnity to the contrary.

**TITLE AND RESERVATION OF RIGHTS:** Title to each elevator shall pass to you when final payment for such elevator is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. We reserve the right to discontinue the work at any time or to withhold the release of completed elevators, until all overdue payments, with interest, shall have been made. Nothing shall serve to void or reduce our entitlement to payment for work properly performed or material stored. Further, if at any time upon reasonable evidence we are insecure with respect to your ability to perform and satisfactory assurances are not promptly given, we reserve the right, at our option to discontinue the work or to terminate this agreement. Also, we shall have the right to retake possession of all or any part of the material furnished hereunder at your cost, irrespective of the manner of attachment to the realty, the sale, mortgage or lease of the premises or the prior acceptance of notes or extensions of the time for payment, or in any event if any of the payments are overdue and remaind overdue for a period of sixty (60) days.

We shall be entitled to payment from you of our reasonable legal expenses, including actual attorney's fees, incurred in collecting payment hereunder. For purposes of preserving our lien rights, you understand and agree that the maintenance services provided for herein are and part of this agreement A of 5 **C'AIMS FOR SERVICES:** No backcharge or claim of ours related to an alleged failure by us to meet any requirement of this contract shall be valid unless, prior to your incurring any cost related to such backcharge or claim, you notify us in writing, in detail of such alleged failure and you then allow us reasonable time to correct any such failure verified by us.

**ENTIRE AGREEMENT:** Acceptance of this proposal by you shall be acceptance of all terms and conditions cited herein and shall constitute the entire contract between us with all prior proposals, representations, quotations, agreements and understandings, written or oral, superseded hereby. It is agreed that we do not intend to create a right in any third party by entering into this contract. The terms and conditions of this proposal, including all documents referenced in the paragraph entitled "THE WORK", shall exclusively govern our performance hereunder and any terms or conditions in addition to or different from this proposal shall have no effect. The provisions of this form shall have precedence over the terms of other contract documents.

**WARRANTY:** We warranty to you that the work performed by us hereunder shall be free from defects, in material and workmanship for twelve (12) months from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. Our duty and your remedy under this warranty is limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchange parts become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not executed by us, improper or insufficient maintenance by others, or any causes beyond our control. THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

# ELEVATOR SOLUTIONS, INC.

3171 Rolling Hills Lane, Apopka, FI 32712 Toll Free 866 501 6483 Office 407 889 8681 Fax 407 889 8681 Email: sales@elevatorsolutions-fl.com

## AGREEMENT

0 \$ 48,435.00

Contractor	Info	Contact			
Company:	Hoffman Construction, Inc.				
Name:	Joe Hoffman	Phone:	352 494 0229		
Address:	PO Box 719	Fax:	352 472 6182		
City:	Newberry	Cell:	352 472 6182		
State:	FL	Email:	hoffmanconst@b	ellsouth.n	et
Zipcode:	32669	Alt phone:	_		
Job Site					
Project:	Newberry				
Address:	25509 SW 17 Ave.	Date:	June 2, 2011		
City:	Newberry	Estimate #	: 11-146		
State:	FL	Rep:	Jimmy		
Zipcode:	32669				
County:	Alachua				
This agreem	nent is entered into this day, the	of	., 20	009 by an	d between:
ELEVATOR	SOLUTIONS, Inc and the Builder,	Hoffman (	Construction, Inc.		
the equipme Quote (attac	lutions, Inc. agrees to furnish all labo ent listed in this quote as per the plan ched hereto). All relevant state permi cess are included in the quoted price	s and specific its and installa . Annual Cert	cations listed for the	e amount equired du	shown on the uring the
<b>-</b> ( ) ·		TERMS		•	10 105 00
I otal price	of this contract without options:			\$	48,435.00
	t of 10% is required to provide Engine	eering & Plan	s and to hold the		
· · · · ·	until December 31, 2009.			\$	4,843.50
	onal draw of 60% will be required prion nce of the contract, 30%, will become	-	· · · ·	\$	29,061.00

completion of the installation.

If any or all Options are selected for this unit, the total contract price will be adjusted to reflect the changes. The progress payments due at each stage of production will change in amount not percentage. Attached to this quote is Addendum 'A' which outlines the details of the services Elevator Solution, Inc. will or will not provide under this quote.

Warranty from date of installation included:

1 year from installation on materials 1 year from installation on labor

Elevator Solutions, Inc James H. Farrow, Owner

Date

\$

14,530.50

Hoffman Construction, Inc. Builder

Date

# **© ELEVATOR SOLUTIONS, INC.**

3171 Rolling Hills Lane, Apopka, FI 32712 Toll Free 866 501 6483 Office 407 889 8681 Fax 407 889 8681 Email: sales@elevatorsolutions-fl.com

## AGREEMENT

0 \$ 24,385.00

Company:	Hoffman Construction, Inc.		
Name:	Joe Hoffman	Phone:	352 494 0229
Address:	PO Box 719	Fax:	352 472 6182
City:	Newberry	Cell:	352 472 6182
State:	FL	Email:	hoffmanconst@bellsouth.net
Zipcode:	32669	Alt phone:	
Job Site			
Project:	Newberry		
Address:	25509 SW 17 Ave.	Date:	June 1, 2011
City:	Newberry	Estimate #	≴:11-144
State:	FL	Rep:	Jimmy
Zipcode:	32669		-
County:	Alachua		
This agreem	ent is entered into this day, the	of _	, 2009 by and between:
ELEVATOR	SOLUTIONS, Inc and the Builder	, Hoffman	Construction, Inc.

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

TERMS Total price of this contract without options:	\$	24,385.00
<ol> <li>A deposit of 10% is required to provide Engineering &amp; Plans and to hold the price quoted until December 31, 2009.</li> <li>An additional draw of 60% will be required prior to ordering the equipment.</li> <li>The balance of the contract, 30%, will become due upon the satisfactory</li> </ol>	\$ \$	2,438.50 14,631.00
completion of the installation.	\$	7,315.50

If any or all Options are selected for this unit, the total contract price will be adjusted to reflect the changes. The progress payments due at each stage of production will change in amount not percentage. Attached to this quote is Addendum 'A' which outlines the details of the services Elevator Solution, Inc. will or will not provide under this quote.

Warranty from date of installation included:

3 years from ship date on materials 1 year from installation on labor

Elevator Solutions, Inc James H. Farrow, Owner

Date

Hoffman Construction, Inc. Builder

Date

# ELEVATOR SOLUTIONS, INC.

3171 Rolling Hills Lane, Apopka, FL 32712 Toll Free 866 501 6483 Office 407 889 8681 Fax 407 889 8673 Email: sales@elevatorsolutions-fl.com

#### QUOTE Savaria Concord \$ 24,385.00 **Contractor Info** Contact Company: Hoffman Construction, Inc. Name: Joe Hoffman Phone: 352 494 0229 PO Box 719 Address: Fax: 352 472 6182 City: Newberry Cell: 352 472 6182 Email: State: FL hoffmanconst@bellsouth.net Zipcode: 32669 Alt phone: **Job Site** Project: Newberry Address: 25509 SW 17 Ave. Date: June 1, 2011 City: Newberry Estimate # 11-144 State: FL Rep: Jimmy 32669 Zipcode: County: Alachua **SPECIFICATIONS** Manufacturer: Savaria Concord Model: V 1504 Vertical Platform Lift Number of stops: 2 Warranty: 3 years from ship date on materials 1 year from installation on labor Type of complete Install: Enclosed Hoistway, 2R Travel 168" A A Speed 14 fpm A Capacity 750 lbs. A Wall Panels Bronze Platform Size 36" x 54" **Platform Finish** standard **Platform Height** 80" Low Profile Handrail included, standard A Hall stations Keyed Flush Mount 1 Telephone **Telephone Pocket- Recessed Operator Panel** included, standard 1 Car Access 2R on C off A oppisite side -Other includes automatic openers on both floors Total Quote \$ 24,385.00 Options \$ Options \$ Note A: Measured Plans & Drawings Provided; all work required to comply with ANSI 17.1. Note B: THIS QUOTE IS VALID FOR 30 DAYS. Acceptance of this bid requires a deposit. Allow 3 weeks for plans; after approval, allow 8 weeks for delivery Note C: ITEMS TO BE DONE BY OTHERS: 1. Hoistway must be plumb and meet plan specifications. 2. Electrical disconnects must be provided as shown on plans 3. Location of electrical components as shown on plans. 4. Telephone jack as shown on plans.