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

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

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

**Name: Ocean Breeze Hotel, OWNER: RIST PROPERTIES, LLC**

**Address: 6600 Collins Avenue, Miami Beach, Florida 33141**

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: Analia Sanguedolce**

**Applicant's Address: 6600 Collins Avenue, Miami Beach, Florida 33141**

**Applicant's Telephone: 786 235 7409 FAX: 305 861 1145**

**Applicant's E-mail Address: manager@theoceanbreezehotel.com**

**Relationship to Owner: Hotel Manager**

**Owner's Name: RIST PROPERTIES, LLC**

**Owner's Address: 6600 Collins Avenue, Miami Beach, Florida 33141**

**Owner's Telephone: 786 235 7409 FAX 305 861 1145**

**Owner's E-mail Address: manager@theoceanbreezehotel.com**

**Signature of Owner:**

**Contact Person: Analia Sanguedolce**

**Owner's Telephone: 786 235 7409 FAX 305 861 1145**

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

3. Please check one of the following:

New construction.

Addition to a building or facility.

Alteration to an existing building or facility.

Historical preservation (addition).

Historical preservation (alteration).

4. **Type of facility.** Please describe the building (square footage, number of floors). Define the use of the building (i.e., restaurant, office, retail, recreation, hotel/motel, etc.)

**The property's use is as a hotel. There are a total of two building on the property, Building "A" and Building "B". As per Architect, the square footages are as follows:**

<b>Building A:</b>		<b>Building B: including balconies</b>	
1 <sup>st</sup> Floor:	9207	1 <sup>st</sup> Floor:	11,100
2 <sup>nd</sup> Floor	8654	2 <sup>nd</sup> : Floor:	11,018
3 <sup>rd</sup> Floor:	5556	Total minus balconies:	8,766

**Building "A" is comprised of a three story building that has a chairlift to get guests to first floor level and an elevator to provide access to second and third floors. There are a total of fifty three (53) units in this building.**

**Building "B" is comprised of a two story building. There are a total of forty eight (48) units in this building, wherein there is a total of six (6) accessible units being provided as part of the Class II Remodel being performed. All accessible units are located on the first floor of this building, Building "B". Code requires that 3.03 accessible units be provided, Owner is providing six (6), or over fifty percent above and beyond requirements.**

5. Project Construction Cost (Provide cost for new construction, the addition or the alteration):  
**As of this time, the total estimated cost of construction for the remodel being performed is one million three hundred seventy five thousand dollars (\$1,375,000.00)..**

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

Under Design  Under Construction\*

In Plan Review  Completed\*

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

**Request is now being referred to the Commission because the project is being done in two separate phases, under one Master Permit, and Sub-Permits. The first phase is now completed on Building "A", and work is about to commence on Building "B". Additionally, costs are prohibit as compared to the overall cost of the renovation.**

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

**Issue**

**1: Florida statutes 553.509 Vertical Accessibility to all levels requirement. / 2007 FBC 11-4.1.6(1)(f)**

**Issue**

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

**Issue**

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

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

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

**The provision vertical accessibility would go over and beyond the requirements for this type of structure (two story) as opposed to that which is required (only required when building has three or more stories).**

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

**Costs to comply with Accessibility will represent over twelve percent of the costs of**

construction to date (see attached copies of quotations).

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.

**Owner has explored the possibility of constructing a ramp to provide an accessible route. Planning and Zoning has indicated, that ramp as proposed, it would not be consistent with the existing structure and would be, visibly, a very heavy structure in front of the building detracting from its look, character and style.**

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. GARAVENTA LULA      Cost    \$ 92,078.40

b. KONE ELEVATOR      Cost    \$110,190.00

c. OTIS ELEVATOR      Cost    \$113,790.00

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

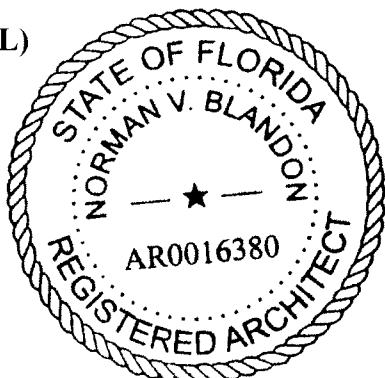
The cost to install the elevator and construct its infrastructure would be a substantial increase in overall cost of hotel improvements. In addition, six accessible guest rooms will be provided on ground level, which is two more than the requirement.



\_\_\_\_\_  
Norman Blandon  
Printed Name

Phone number 305 666 5151

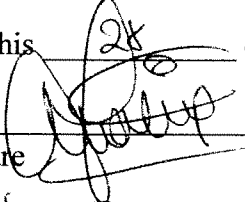
(SEAL)



**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 28 day of June, 2011

Signature 

Analía Sanguedolce.

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. Florida statutes 553.509 Vertical Accessibility to all levels requirement. / 2007 FBC 11-4.1.6(1)(f)

b. \_\_\_\_\_

c. \_\_\_\_\_

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

Yes  No Cost of Construction: Cost of construction for last three years \$816,000.00.

**Comments/Recommendation:** During review we request compliance with vertical accessibility to all levels. We recommend that the waiver be issue since the building B is less than three stories; as per FBC 11-4.1.3(5) exception 1 an elevator do not have to be provided if the building is less than three stories.

Jurisdiction City Of Miami Beach

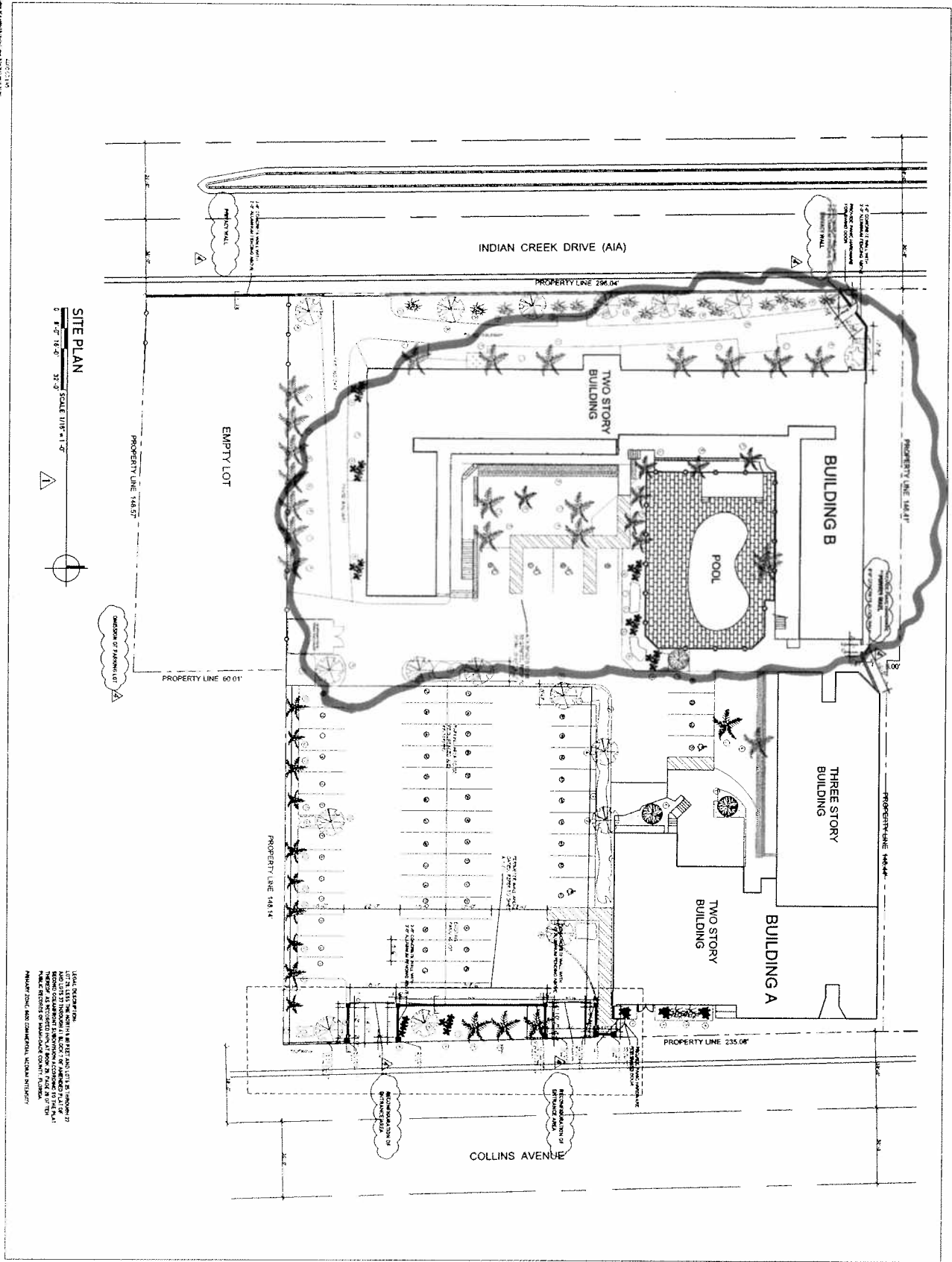
Building Official or Designee Gladys N. Salas, PE (B.O. Designee)  
Signature

Gladys N. Salas, PE  
Printed Name

PX0001401  
Certification Number

305-673-7610 ext. 6888/ 786-394-4087  
Telephone/FAX

Address: 1700 Convention Center Dr. Miami Beach, FL 33139, 2<sup>ND</sup> Floor.



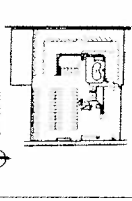
**SITE PLAN**  
 SCALE 1/8" = 1'-0"  
 1" = 16'-0"



**LIMITED WARRANTY**  
 THE DESIGNER'S OBLIGATION IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE PLANS. THE DESIGNER DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE CONSTRUCTION OF THE PROJECT OR BY THE USE OF THE PROJECT.

OCEAN BREEZE HOTEL  
 6660 COLLINS AVENUE  
 MIAMI BEACH, FLORIDA

**N25**  
 ARCHITECTURE, P.A.  
 4345 SW 15th Street  
 Suite 100  
 Miami, Florida 33135  
 Tel: 305-444-1111  
 Fax: 305-444-1111  
 Email: n25@n25arch.com  
 Website: www.n25arch.com



Sheet Title: **SITE PLAN**

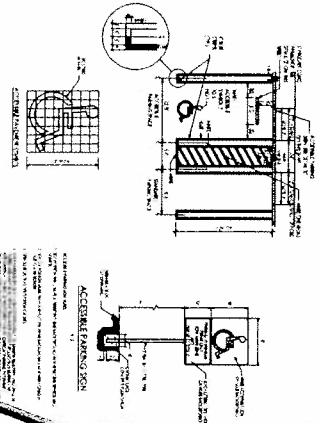
Issue Date: **Project No.**

Revisions:  
 December 7, 2009  
 February 1, 2010  
 April 1, 2010  
 September 18, 2010  
 January 10, 2011  
 June 27, 2011

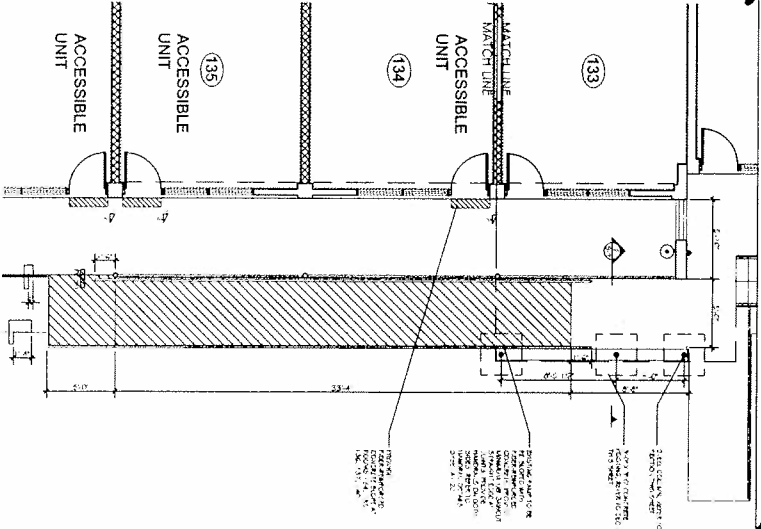
Drawing No.: **A1.00**

Authoring of Record: Norman Barakat  
 Registration No.: 34040 (FL)

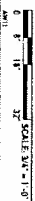
**ACCESSIBLE PARKING DETAILS**



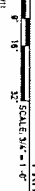
**RAMP DETAIL**



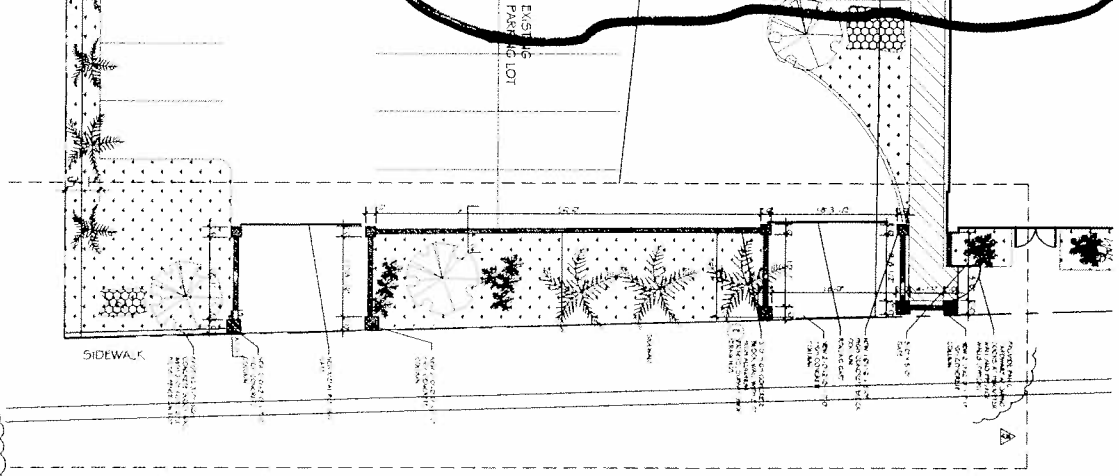
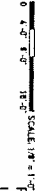
**WALL SECTION B**



**WALL SECTION A**



**PERIMETER WALL**



OCEAN BREEZE HOTEL  
6600 COLLINS AVENUE  
MIAMI BEACH, FLORIDA

**N25**  
ARCHITECTURE OF  
JAMES GOSSELINK  
1300 S.W. 13TH AVENUE  
MIAMI, FLORIDA 33136  
Phone: (305) 344-2341  
Fax: (305) 344-2342  
Email: (305) 344-2343

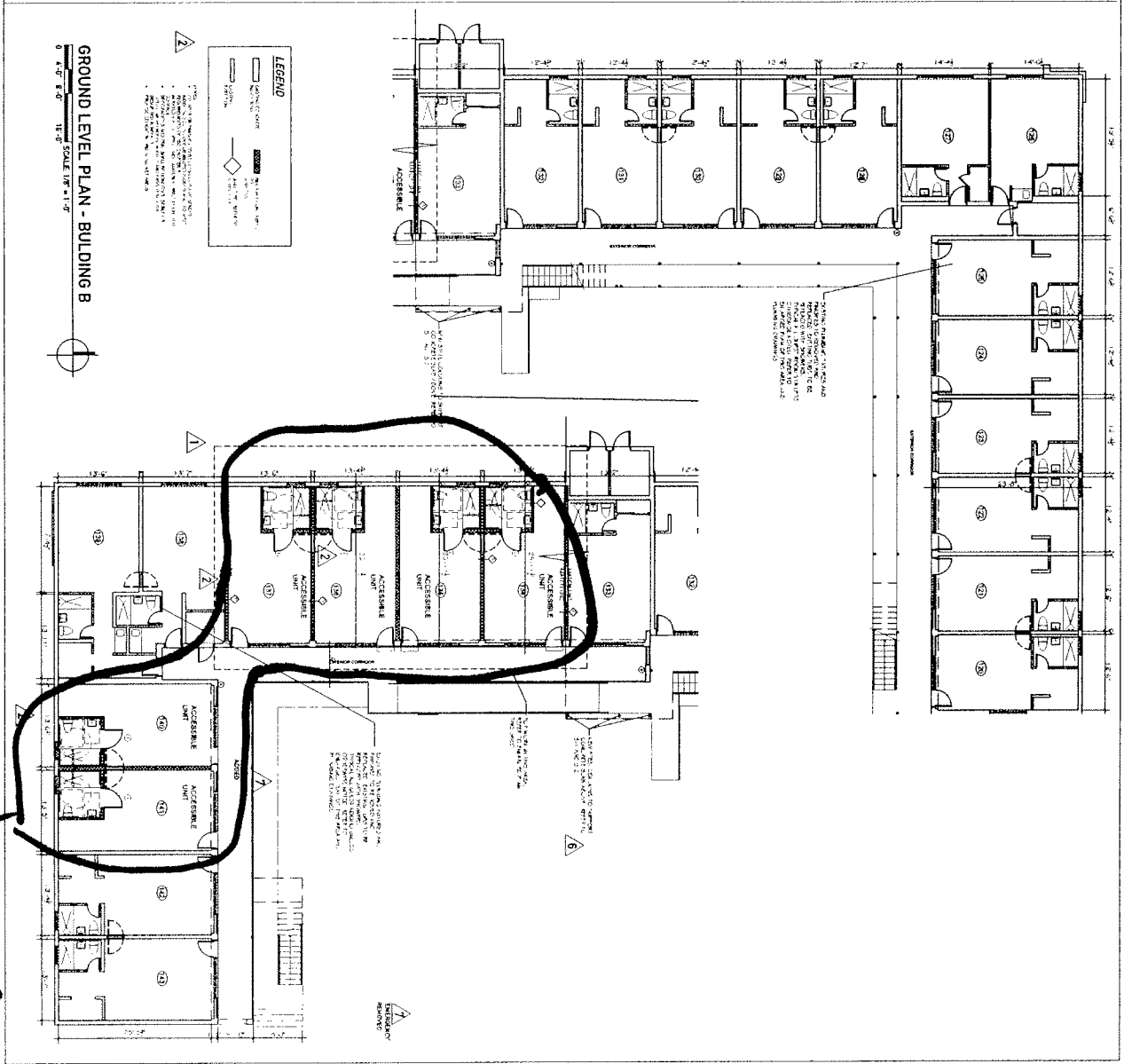
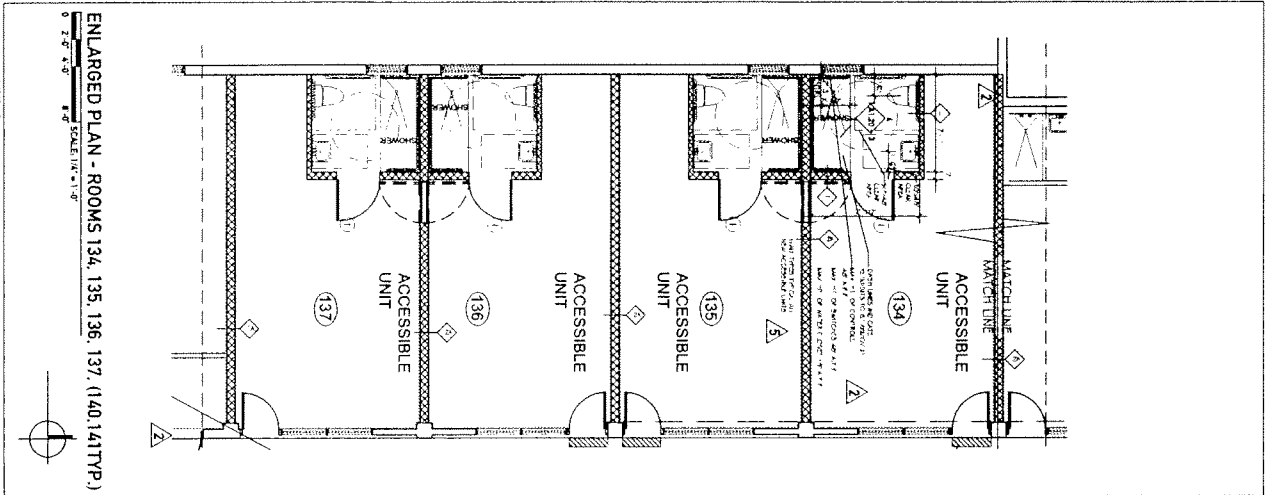


Sheet Title:  
WALL SECTIONS  
PARKING DETAILS  
RAMP DETAIL  
ENTRANCE PLAN

Issue Date: Project No.  
December 7, 2009  
February 1, 2010  
April 27, 2010  
September 16, 2010  
October 4, 2010  
June 27, 2011  
ADAM WALKER/ARJ

Drawing No.:  
**A1.01**  
Reviewed by: Norman Gaudin  
Registration No. 28,001,348





6 Units

**N25 ARCHITECTURE, INC.**  
 6440 SW 40 Street, Suite 205  
 Miami, FL 33155  
 Phone: 305-444-1137  
 Fax: 305-444-1138  
 Email: n25@n25arch.com

**PROJECT INFORMATION**  
 Project Name: OCEAN BREEZE HOTEL  
 Project Address: 6600 COLLINS AVENUE  
 Project Location: MIAMI BEACH, FLORIDA

**REVISIONS**

NO.	DATE	DESCRIPTION
1	DECEMBER 7, 2008	ISSUE FOR PERMIT
2	FEBRUARY 1, 2010	REVISED PER PERMITTING AGENCY COMMENTS
3	MAY 11, 2010	REVISED PER PERMITTING AGENCY COMMENTS
4	OCTOBER 4, 2010	REVISED PER PERMITTING AGENCY COMMENTS
5	JANUARY 19, 2011	REVISED PER PERMITTING AGENCY COMMENTS
6	MARCH 11, 2011	REVISED PER PERMITTING AGENCY COMMENTS
7	JUNE 21, 2011	REVISED PER PERMITTING AGENCY COMMENTS

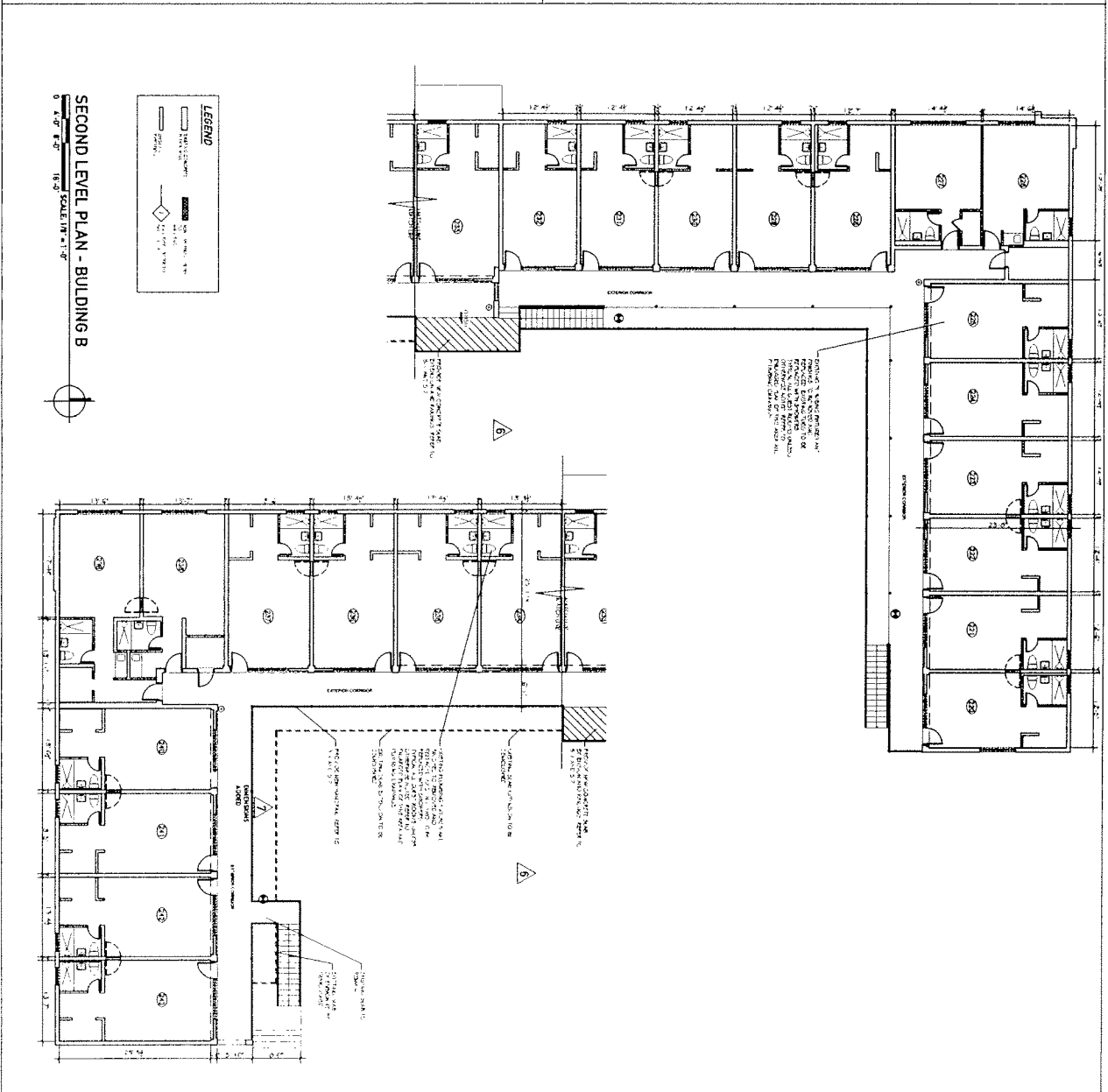
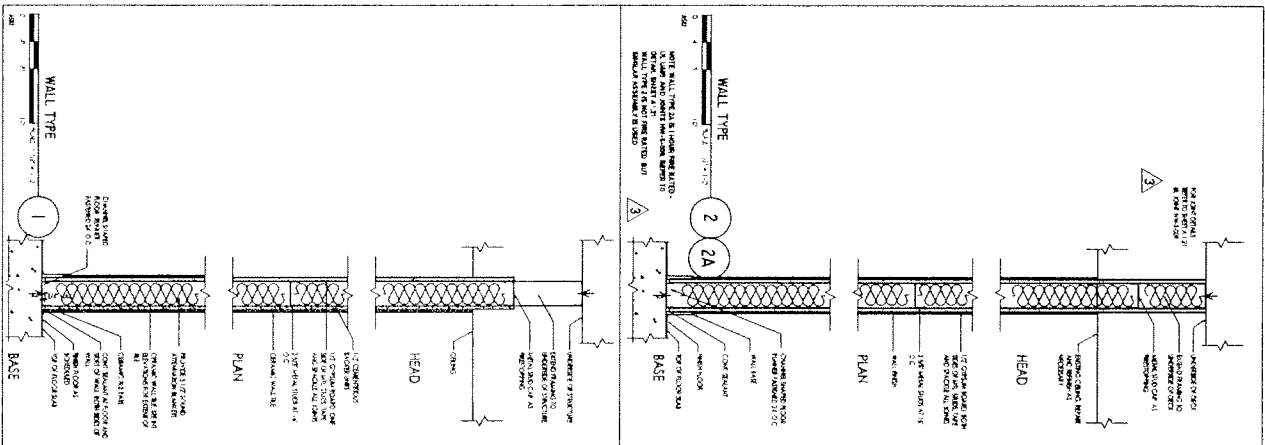
**DESIGNED BY:** ADAM THAYER, AIA  
**CHECKED BY:** CHRISTOPHER AMMERLAAR  
**REGISTERED PROFESSIONAL ARCHITECT**  
 REGISTRATION NO. AB-013480

**DRAWING NO.:** A1.12

**SHEET TITLE:** GROUND LEVEL

**BUILDING B - ENLARGED PLAN - UNITS 125, 134, 135, 136**

**ISSUE DATE:** PROJECT NO.



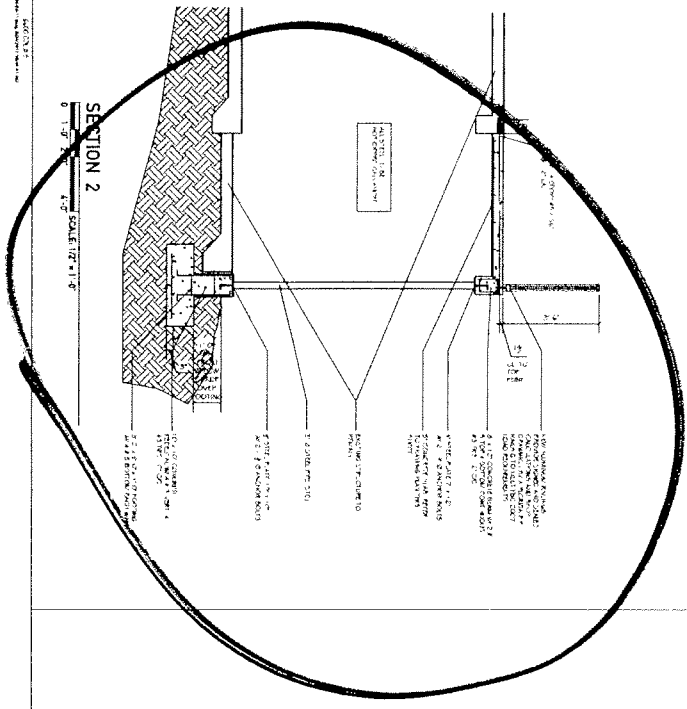
<p><b>N25</b> ARCHITECTURE, INC. 4325 SW 45 Street Miami, FL 33155 Phone: 305-444-1111 Fax: 305-444-1112 E-mail: info@n25.com</p>		<p>OCEAN BREEZE HOTEL 6600 COLLINS AVENUE MIAMI BEACH, FLORIDA</p>	
<p>Project Title: SECOND LEVEL BUILDING B</p>		<p>Issue Date: Project No. December 7, 2009 August 27, 2010 May 13, 2010 January 18, 2011 June 21, 2011</p>	
<p>Architect: N25 ARCHITECTURE, INC.</p>		<p>Professional of Record: Norman Borden Professional No. AB001480</p>	
<p>Drawing No.: <b>A1.13</b></p>		<p>Scale: 1/8" = 1'-0"</p>	

*2nd SECOND FLOOR*



**STRUCTURAL NOTES:**

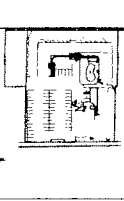
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**SECTION 1 (NOT USED)**  
 SCALE 1/4" = 1'-0"

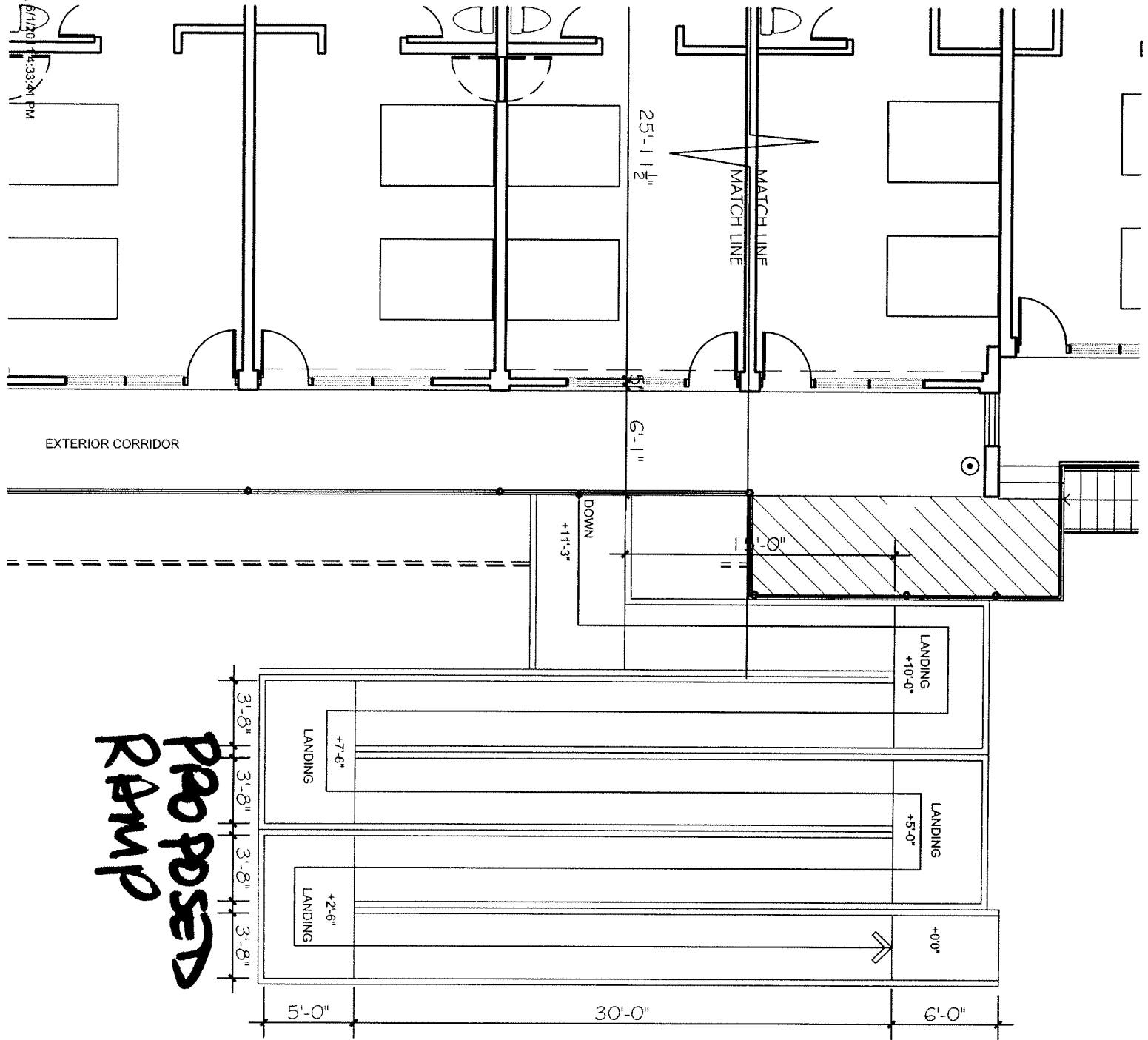
OCEAN BREEZE HOTEL  
 1600 COLLINS AVENUE  
 MIAMI BEACH, FLORIDA

**N25**  
 ARCHITECTURE, INC.  
 4335 NE 17th St  
 Suite 200  
 Miami, FL 33179  
 Phone: 305-554-4111  
 Fax: 305-554-4112  
 Email: info@n25.com



Issue Date: Project No.  
 Drawing No.: S-2  
 Prepared by: Architect/Engineer  
 Checked by: Architect/Engineer  
 Approved by: Architect/Engineer

Prepared by: Architect/Engineer  
 Checked by: Architect/Engineer  
 Approved by: Architect/Engineer



**PROPOSED  
RAMP**



# GARAVITO ASSOCIATES CONSTRUCTION, LLC

**CGC 1514306**

8895 SW 96th Street  
MIAMI, FLORIDA 33176

## Work Estimate

NAME / ADDRESS

Rist Properties, LLC  
Mr. Jose Bauer/Ms. Analia Sanguedolce  
6600 Collins Avenue  
Miami Beach, Florida 33141

DATE

6/10/2011

ESTIMATE NO.

2011 06 181

TERMS

WORK LOCATION

DESCRIPTION	QTY	COST	AMOUNT	MARKUP	TOTAL
Building Permits	1	2,500.00	2,500.00	20.00%	3,000.00
Shell construction of elevator shaft-way structure as per proposal	1	25,450.00	25,450.00	20.00%	30,540.00
GARAVENTA LULA LIFT to provide access to second floor of Building "B"	1	38,032.00	38,032.00	20.00%	45,638.40
Engineering Testing	1	875.00	875.00	20.00%	1,050.00
Specialties: Stucco, paint, roofing, electrical, plumbing, fire sprinkler	1	9,875.00	9,875.00	20.00%	11,850.00
<b>TOTAL</b>					\$92,078.40

Phone #

305 810 4305

Fax #

786 472 7141

Quote #: 110 - 01  
Date: 4/21/2011  
Expiration Date: 6/20/2011  
Attention: Evelio Garavito  
Project Name: Ocean Breeze-LULA  
Address: 6600 Collins Ave  
Miami Beach, FL 33141



**Ocean Breeze-LULA**  
**Quotation/Agreement**  
Limited Use Limited Application (LULA) Elevator

Attention Evelio Garavito

We are pleased to submit our price for material and installation of one (1) Limited Use Limited Application (LULA) Elevator for barrier free access only as per enclosed specifications.

**Quotation Amount:        \$38,032.00**

All construction required to make the site ready for lift is by others and is therefore not included in this quotation to you. A concise list of work by others is attached, and details will be shown on the shop drawings.

We thank you for this opportunity to provide a price for the material and installation of a Phoenix LU/LU Elevator and look forward to being of service to you in the near future. Please feel free to contact us if you have questions.

Best regards,

---

**W. Bill Scott**  
Sales Representative  
Garaventa Florida

Quote #: 110 - 01  
 Date: 4/21/2011  
 Expiration Date: 6/20/2011  
 Attention: Evelio Garavito  
 Project Name: Ocean Breeze-LULA  
 Address: 6600 Collins Ave  
 Miami Beach, FL 33141



**Features included in our price to you:**

<b>Capacity</b>	1400 lb	<b>Emergency Telephone</b>	Hands-Free Phone Installed in Cab Operating Panel
<b>Speed</b>	30 FPM Nominal	<b>Phase 1 Fire Service Warranty</b>	Included
<b>Drive</b>	1:2 Roped Hydraulic	<b>Preventative Maintenance Plan</b>	Two years limited, three months for parts and labour, additional 21 months for parts only
<b>Landing Entrances</b>	Two-speed Sliding		Quotation available upon request
<b>Car Entrances</b>	Two-speed Sliding		
<b>Car Lighting</b>	Four Recessed Pot Style Lights		
<b>Battery Lowering</b>	Standard		
<b>Manual Lowering</b>	Standard		
<b>Power Supply</b>	208/3		
<b>Stops</b>	Two Stop		
<b>Travel</b>	144		
<b>Pit Depth</b>	14"		
<b>Car Type</b>	Front and Side Entry		
<b>Car Size</b>	51 x 51		
<b>Cab Finish</b>	Laminate		
<b>Car Ceiling</b>	White, Textured		
<b>Cab Grab Rail</b>	Stainless Steel Finish		

**Standard Features**

<b>Weight Capacity</b>	635 kg/ 1400 lbs	<b>Duty</b>	LU/LA Elevator
<b>Code / Certification</b>	ASME A17.1 Elevators		
<b>Operation</b>	Fully automatic operation – non selective collective.		
<b>Leveling</b>	Bi-Directional high resolution encoder		
<b>Rail Type</b>	8 lbs per foot steel elevator guide rail system		
<b>Safety Features</b>	Slack cable safety device, Low oil protection timer circuit, Flow control valve, upper lower terminal limits, upper final limit switch, anti creep device, pit prop switch car top inspection stnn		
<b>Emergency Backup</b>	UPS back up in the down direction, emergency Manual Lowering, UPS emergency light and alarm.		
<b>Emergency Communication</b>	Emergency Stop and Alarm.		
<b>Power</b>	230V 1Ph 30Amps or 208V 3Ph 30Amps 120V 1 Ph 15Amps		
<b>Valve Type</b>	Blain Valve (Two speed control valve with soft start stop)	<b>Cable Type</b>	2- 3/8" Aircraft Cable
<b>Controls</b>	PCL - Controller	<b>Pump Type</b>	Submersible pump and motor (quiet operation)



Quote #: 110 - 01  
Date: 4/21/2011  
Expiration Date: 6/20/2011  
Attention: Evelio Garavito  
Project Name: Ocean Breeze-LULA  
Address: 6600 Collins Ave  
Miami Beach, FL 33141



### WORK BY OTHERS

#### 1st Phase (Rail, Jack, Doors and Platform installation. NO Cab)

##### Hoistway

- Hoistway and machine room dimensions are finished according to the layout drawing.
- Hoistway must be plumb and square to +/- 1/4".
- Pit must be correct depth, smooth and level.
- Rail bracket backing must be at correct location as per layout drawing.
- Hoistway needs to be drywalled and taped.
- Door backing must be at correct location.
- Door rough openings must be correct size and located as per layout drawing.
- Guarded pit light, switch and GFI duplex in pit (dedicated circuit) located according to Garaventa's requirement.
- Only equipment related to the elevator is allowed in the hoistway as per code.
- Guarded high temperature fire sprinkler.
- Required safety zone as per code, in front of all entrances to the elevator.
- Clear access to all landings prior to installation start date.
- Safe access to construction site for delivery prior to installation start date.

##### Machine Room

- Permanent power to both disconnects as below.
- Lockable, fused main disconnect switch with aux. contact according to the drawing.
- Lockable, fused lighting disconnect switch according to the drawing.
- Disconnects should be installed at 5 feet from finished floor.
- 3 feet of clearance is required in front of both disconnects.
- 3 feet of clearance is required in front of pump unit controller.
- Two 4" diameter PVC sleeves from machine room into the hoist way. Located as per Garaventa's specification.
- Guarded machine room light and GFI duplex in machine room (dedicated circuit).
- Only equipment related to the elevator is allowed in the machine room as per code.
- Machine room ventilation must be controlled with a reverse-acting thermostat.
- Machine room must be vented directly or indirectly to the exterior of the building.
- Only equipment related to the elevator is allowed in the machine room as per code. Machine room temperature has to be maintained between 15° - 32° degree celsius.
- Guarded high temperature fire sprinkler (green color).

#### 2nd Phase (Cab installation)

- Once the doors have been installed, GC will need to finish around the door frames.
- Completely installed fascias (if by others).
- Dedicated analog phone line with phone jack located near pump unit.

Quote #: 110 - 01  
Date: 4/21/2011  
Expiration Date: 6/20/2011  
Attention: Evelio Garavito  
Project Name: Ocean Breeze-LULA  
Address: 6600 Collins Ave  
Miami Beach, FL 33141



Monitored phone number supplied for the emergency phone programming

**Ready for Inspection**

- Inside of PVC sleeve needs to be fire caulked.
- ABC fire extinguisher in the machine room.
- Machine room fire door needs to be self closing, self locking and have a threshold.
- Adequate finished lighting at all landings (min. 100 Lux).
- Finished flooring at all landings.
- Finished flooring in the cab.
- Lift area needs to be completely finished and ready for public.
- When ALL work is completed, submit this signed form and allow 7-10 working days for work to be scheduled.
- If installing crew arriving at site finds the provisions in this document to be insufficient to start work, General Contractor/Owner will be subject to a roll-out charge and will be rescheduled at the earliest time in the installation schedule

**LEAD TIMES**

Approval Drawing: Initial drawings within 10 working days  
Production: Approximately 8-12 weeks from date of approval. Actual schedule to be confirmed by Garaventa upon approval.  
Installation: 10-12 days on site

**Acceptance of Conditions**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Please Print Name and Title

Quote #: 110 - 01  
Date: 4/21/2011  
Expiration Date: 6/20/2011  
Attention: Evelio Garavito  
Project Name: Ocean Breeze-LULA  
Address: 6600 Collins Ave  
Miami Beach, FL 33141



See detailed specifications as per attached. Our prices are based upon the attached specifications. Any alterations may result in a price adjustment. The equipment shall be installed in accordance with manufacturer's standards and all applicable codes and standards as specified.

**Total Cost: \$38,032.00**

**Terms**

40% upon provision of approval drawings, 50% upon delivery of lift/equipment, 10% at installation. No third party payment contingencies are accepted.

~ ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

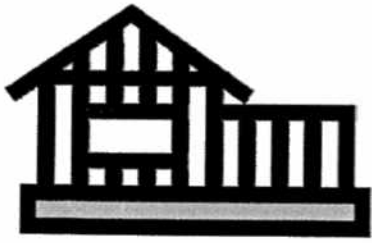
**Acceptance of Proposal**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Please Print Name and Title



# GARAVITO ASSOCIATES CONSTRUCTION, LLC

**CGC 1514306**

8895 SW 96th Street  
MIAMI, FLORIDA 33176

## Work Estimate

<b>NAME / ADDRESS</b>
Rist Properties, LLC Mr. Jose Bauer/Ms. Analia Sanguedolce 6600 Collins Avenue Miami Beach, Florida 33141

<b>DATE</b>
6/10/2011
<b>ESTIMATE NO.</b>
2011 06 180

<b>TERMS</b>
<b>WORK LOCATION</b>

DESCRIPTION	QTY	COST	AMOUNT	MARKUP	TOTAL
Building Permits	1	2,500.00	2,500.00	20.00%	3,000.00
Shell construction of elevator halfway structure as per proposal	1	28,500.00	28,500.00	20.00%	34,200.00
KONE Elevator to provide access to second floor of Building "B"	1	48,750.00	48,750.00	20.00%	58,500.00
Engineering Testing	1	875.00	875.00	20.00%	1,050.00
Specialties: Stucco, paint, roofing, electrical, plumbing, fire sprinkler	1	11,200.00	11,200.00	20.00%	13,440.00
			<b>TOTAL</b>		\$110,190.00

Phone #

305 810 4305

Fax #

786 472 7141



Elevators Escalators

June 7, 2011

Garavita Associates Construction, LLC.  
8895 SW 96<sup>th</sup> Street  
Miami, FL 33176  
Tel: 786.287.8259  
Attn: Evelio Garavito

KONE Inc.  
3421 Enterprise Way  
Miramar, FL 33025  
Tel 954.437.4300 ext. 202  
Fax 954.437.4322  
Cell 954.882.3863  
[www.kone.com](http://www.kone.com)  
[Meredith.Sterrett@kone.com](mailto:Meredith.Sterrett@kone.com)

RE: Sunbreeze Hotel

Dear Evelio,

KONE proposes to furnish and install the following for the sum of **\$48,750.00**

Elevator #1:                    2000#, 150 fpm, KONE EcoSpace Machine-Room-Less Traction Elevator

Our pricing includes all applicable taxes and is valid for a period of thirty (30) days. Our pricing is based upon the standard features, finishes, and dimensional requirements of the above mentioned product line, and the following clarifications:

Our proposal is based on furnishing KONE's superior EcoSpace™ machine-room-less (MRL), gearless, traction elevator. KONE pioneered the MRL concept in 1994 and introduced it to the North American market in 1998. We continue to be the industry leader with over 200,000 installations worldwide and believe that our MRL elevators are the highest performing, most energy efficient, and environmentally-friendly vertical transportation solutions on the market.

**EcoSpace Construction Savings:**

- Eliminate expensive oil/water separators associated with hydraulic elevators
- Drastically reduce the size of electrical requirements (feeder wiring, disconnects)
- Reduce the electrical requirements for emergency generator which reduces generator size (\$7K-\$10K savings)
- Significantly smaller space requirements for control closet
- Eliminates hazardous petroleum-based hydraulic fluid
- Eliminates drilling coordination and additional cost of unsuitable soils
- KONE provides the hoistbeam and pit ladder for the EcoSpace elevator

**EcoSpace Performance and Operating Benefits:**

- Smoother ride quality vs. hydraulic elevators
- 30% faster floor-to-floor times than hydraulic elevators
- Extremely quiet operation vs. hydraulic elevators
- Eliminates offensive odor associated with hydraulic oil
- Highly efficient gearless technology results in 50%-60% greater efficiency and thousands of dollars in life-cycling operating savings



Elevators Escalators

**General Clarifications:**

1. KONE assumes the contract terms, insurance terms, and construction schedules will be mutually agreeable between KONE and your firm (See Attachment A). In the event that this proposal will not serve as our binding agreement, progress on this scope of work (including but not limited to booking, engineering, submittals, manufacturing, installation, and warranty) cannot begin until the scope specific Subcontract is received with all referenced documents; including Schedules, Plans, Specifications, Addenda, Prime Contract (if referenced), General Conditions, and Scope of Work. A Letter Of Intent may be issued to hold the proposal price only for a mutually agreed upon period while documents are being prepared for submittal to KONE.
2. For items that are to be furnished and installed by your firm or by other trades please see Attachment B.
3. We will work 40 straight-time hours per week, excluding nationally recognized holidays. No overtime or premium-time work has been included in our base bid. Our standard wage rate as defined by the International Union of Elevator Constructors has been included.
4. Should KONE need to leave the jobsite once material has been delivered (due to the fault of others), a remobilization charge of \$2,500.00 per crew plus any tooling or equipment rental @ \$75.00 per day shall be paid to KONE via change order. In addition, KONE may not have the availability of manpower to remobilize the jobsite for up to six (6) weeks.
5. Our bid is based on utilization of the contractor supplied forklift or crane to lift and set elevator equipment at no cost to KONE. We assume this work will be performed during our regular working hours.
6. Temporary use of the elevator equipment is not included in this proposal. Should the general contractor require temporary use of the elevator, we will require execution of KONE's Standard Temporary Use Agreement that includes monthly and refurbishment fees.
7. The elevator cab finished flooring (by others) must not be greater than 1/2" thick and 2 lbs. per square foot.
8. We assume the elevator will be installed in a Seismic Zone 0 territory. No special seismic provisions are included in our proposal.
9. All miscellaneous steel for divider beams and intermediate bracket supports are to be furnished and installed by others at the locations identified on the KONE Final Layouts.
11. We will supply the hoist-beam for the project. The contractor will be responsible for the installation of this beam during the construction of the elevator shaft.
12. Any road shut downs for the delivery of elevator equipment are by the General Contractor.
13. If a performance and payment bond is required, please add \$6.00 per \$1,000.00 of the contract amount.



Elevators Escalators

14. If runtime is required for this project, it can be provided at the rate of \$95.00/straight-time hour, \$190.00/Overtime hour.
15. We have not included any costs for LULAs/Dumbwaiters/Scissor Lifts/wheel chair lifts/dock levelers in our price at this time.

**Site Absolutes:**

15. To assure a safe and efficient installation of the elevator(s), the following items must be completed, by others, prior to KONE's installation mobilization:
  - a) The hoistway, pit, and machine room/control space must be clean, dry, and constructed per the approved KONE final layout drawings. Rear and side walls must be completed (front opening only application) at the time the installation begins. Adequate support for entrance attachment points shall be required at all landings.
  - b) Adequate access for delivery of the elevator material, clean and dry storage space of not less than 10' x 20' per elevator adjacent to the elevator hoistway at the ground floor.
  - c) The hoistway must be plumb within +1"/-0" throughout the total hoistway height and in accordance with the approved KONE final layout drawings.
  - d) OSHA approved removable wooden barricades are to be installed and maintained by others, 12" away from the hoistway edges at all openings, prior to the installation of the elevators per OSHA 29 CFR 1926.502. KONE Inc. will put back any barricades that are moved by our crews during elevator installation.
  - e) Permanent single and three-phase power must be available in the machine room/control space.
  - f) KONE will provide one (1) hoist beam per elevator that must be located & installed by others per the approved KONE final layout drawings. All supports required for the beam(s) are to be furnished and installed by others. The hoist beam shall be capable of supporting the load requirements noted on our shop drawings.
  - g) Provide two (2) lifeline attachments at the top, front of each hoistway. Each must be capable of withstanding a 5000# load per OSHA 29 CFR 1926.502 and/or any applicable codes.
  - h) Applicable work areas must have adequate lighting.
  - i) Finished floor marks, which are visible from the hoistway openings at all landings.

**Project Specific Clarifications:**

16. Our bid is based upon KONE performing 100% of the installation labor in 2012. If the elevator installation is delayed due to others, and will negatively affect the above mentioned schedule, then KONE will be compensated for all applicable labor escalation.
17. Pricing is based on KONE standard equipment, insurance, contract and payment terms & conditions. Pricing is subject to change prior to final contract approval and execution.



Elevators Escalators

- 18. **The unit has been priced with three (3) months of preventative maintenance services and a twelve (12) month warranty. Upon its expiration, additional extended maintenance and warranty can be provided as needed.**
- 19. If a remote control room is used, the conduit running from the elevator hoistway to the elevator controller room/closet will need to be installed by a licensed electrician. We will help to coordinate the size of the conduit and will be responsible for pulling the wires through the conduit.
- 20. The proposed elevators will be in accordance with the following details:

**Elevator #1 (EcoSpace Machine-Room-Less Traction)**

Quantity:	One (1) Passenger Elevator
Operation:	Simplex
Capacity:	2000#
Speed:	150 fpm
Travel:	9'-10 1/2"
Landings:	Two (2)
Openings:	Two (2) Front
Clear Hoistway:	7'-4" width x 5'-9" front to back
Pit Depth:	5'-0"
Clear Overhead:	13'-0" beneath 8" hoistbeam
Cab Height:	8'-0"
Voltage:	208 Volts (please verify)
Controller Location:	Adjacent on the ground floor
 Cab Features:	 KONE MCD-S 16 gauge steel shell Cab finishes: flush plastic laminate #4 stainless steel front return, transom and door Handrail: Round aluminum handrail on the rear wall Ceiling: LF-1 Suspended system consisting of a polygala translucent frame and fluorescent lighting.
 Hoistway Entrances:	 KONE standard entrances with knockdown frames of bolted construction Width: 3'-0", Height 7'-0". Side-opening doors Finish: #4 stainless steel
 Fixtures:	 KONE KSS 370 Series fixture line. One (1) hall station at each opening; One (1) car riding lantern at each car jamb. Main Car Operating Panel with a digital car position indicator in the surface mounted return. All fixtures finished in #4 stainless steel.





Elevators Escalators

**Lead-time Schedules:**

<u>Item/Process</u>	<u>Leadtime</u>
Drawings:	2 weeks
Approval:	2-4 weeks*
<i>After receipt of approved drawings...</i>	
Manufacture:	9-10 weeks
Shipping:	1 week
Installation:	Mutually agreed upon

- \* Length of approval time depends on G.C./Architect's actual review time
- \*\* ***Per elevator... jobsite mobilization to be based upon a mutually agreed upon delivery date and all KONE Site Absolutes completed by others in accordance with this date.***

Thank you for the opportunity to submit our proposal for this project. We look forward to joining your construction team. If you should have any questions, comments or concerns, please do not hesitate to call me.

Sincerely,

**KONE Inc.**

Meredith Sterrett  
Sales Representative  
KONE

Accepted by: \_\_\_\_\_

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

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

Firm Name: \_\_\_\_\_

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

This proposal, including Attachments A&B, when accepted by you and countersigned by an officer of KONE Inc., will be the entire agreement of the parties. This proposal, if accepted on any other form or document or if the terms are amended, shall not be binding on KONE Inc. unless countersigned in writing by an officer of KONE Inc.

Approved by – KONE Corporate Officer \_\_\_\_\_

## Bid Attachment "A"/ KONE Inc. General Terms and Conditions

### 1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE unless it is in writing and is signed by an authorized KONE officer. KONE shall not release equipment for manufacturing prior to execution of a contract by both parties.

### 2. SPECIAL PURCHASING REQUIREMENTS

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our proposal.

### 3. QUOTATION CONDITIONS

Our offer is based on obtaining a 10 (ten) year KONE Maintenance Agreement. Your assistance in facilitating a meeting with the owner for this purpose is appreciated. The Proposal shall be open for acceptance within the period stated in the Proposal, or when no period is stated, for a period of thirty (30) days from the date of the Proposal.

### 4. WORK AND SERVICES NOT INCLUDED

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer. Temporary use of the equipment may be granted, if required by contract, provided the use period allows adequate time for equipment restoration for final delivery. Temporary use will be invoiced separately per the KONE Temporary Use Agreement and is subject to payment terms indicated in Part 6 of this document. The Customer shall assume all risk of temporary use and operation, supply its own operator and, at the end of the temporary use period, return the equipment to KONE in "like new" condition. Specific noise ratings cannot be guaranteed, due to the different building characteristics and ambient noise levels.

### 5. PRICE

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

### 6. INSTALLATION

The work shall be performed during regular I.U.E.C. working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order. The installation will start only after the site is ready and the Customer has completed all the KONE site requirements. If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall store and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

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

for additional trucking, freight and insurance, and the reasonable cost for storage in a KONE distribution center. KONE is also entitled to delay the start of the installation, and start of installation is subject to availability of labor. KONE will provide the Customer with such costs in a change order

### 7. PAYMENT TERMS

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

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

KONE reserves the right to delay and/or suspend the work and services, including manufacturing, delivery, installation and/or final turnover of the equipment, for non-payment. Simple interest at 1.5% per month will be charged on amounts not paid when due. In states requiring notice prior to filing a lien, this notice requirement is deemed satisfied through this paragraph.

Prior to equipment turnover, KONE must be paid in full, less 10% maximum retention, the contract value including all change orders. Additionally, prior to turnover KONE requires a signed Final Acceptance Form and receipt of a Final Punchlist for the project from all parties.

### 8. PROPERTY RIGHTS

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made.

The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier.

### 9. WARRANTY

KONE warrants the materials and workmanship of the equipment for one (1) year after acceptance. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

### 10. LIABILITY LIMITATION

The Customer agrees to indemnify, defend and hold harmless KONE from any loss, damage or claim for damages or injuries, including death, connected with the use or operation of the Equipment. Should damage occur to KONE material or work on the premises, where work is to be or is being performed, by fire, theft or otherwise, the Customer is to compensate KONE for said damages. KONE's obligation to defend, indemnify and hold Customer harmless shall be limited to the extent a claim for damages or injuries results from KONE's negligent acts or omission or willful misconduct, but not the negligent acts or omissions or willful misconduct of others. KONE will not name any party as additional insured to their policy.

### 11. DAMAGES

KONE shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages. KONE's liability under any circumstances shall be no more than 5% of the Proposal value of the equipment concerned.

### 12. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim or delay due to any cause beyond KONE's control including, but not limited to, acts of government, strikes, lockouts, work interruption or other labor disturbance, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God.

Bid Attachment "B"/ Work by Others

**Purchaser to provide the following in accordance with code requirements:**

**General**

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

**Safety**

10. Provide adequate, roll-able access into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway with minimum space of 10' x 20' [3m x 6m] per elevator, or as specified by KONE representative. \_\_\_ft x \_\_\_ft (\_\_\_m x \_\_\_m).
11. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions and around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code. In Canada, Enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway
12. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For Machine-room-less applications, provide attachments as described above, or install KONE-provided 4" x 4" x 3/8" (100mm x 100mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of

hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost on US installations only.

13. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
14. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

**Hoistway**

15. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
16. Provide hoistway ventilation per code requirements (IBC sec 3004.1). For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
17. Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings.
18. Provide any partitions between common hoistways if applicable.
19. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1/CSA B44 : §3141.7. General Requirements.)
20. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and /or any applicable local code.
21. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway, not spanning further than allowable by the governing code authority. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
22. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
23. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75

Bid Attachment "B"/ Work by Others

- degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in California
24. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
  25. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.
  26. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. Note: Traditional angle or concrete sill support is not required.
  27. Provide finished-floor height marks visible from hoistway openings at all landings. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
  28. Provide suitable lighting for machine space with light switch located in the hoistway on the strike jamb side of top landing door where practical. Illumination to be equivalent to 19 foot-candles (200lx) at machine (ASME A17.1/CSA B44 sec 2.7.9.1) [See Notes 29a & 29b]
  29. If the control space is located remote from the elevator hoistway top landing the following may apply:
    - a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
    - b. Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of strike jamb side of access space door where practical. When permitted by state and local code the light switch should also control the machine space lighting.
  30. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
  31. Provide and install light switch located at manual brake release location; may also be required in control space per local jurisdiction.

**Pit**

32. Provide a legal, dry and clean pit, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads.)
33. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa).
34. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4 foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
35. Provide a dedicated pit circuit with GFCI protected 15 or 20-amp 120V AC duplex outlet. Locate per KONE final approved layout drawings (NFPA 70 article 620.85 or CEC article 38.85).
36. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
37. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE with EcoSpace units; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing with KONE representative to assure proper fit in hoistway.

**Electrical**

38. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
39. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
40. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d, CEC articles 38.54/ 38.53/ 36.51d).
41. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase permanent power, through a disconnect, to controller location to facilitate elevator installation.
42. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power.
43. When generator is used to provide 3-phase 480/ 208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.  
NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to

Bid Attachment "B"/ Work by Others

provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.

44. Provide a dedicated 115VAC, 20 Amp circuit in the fire command room piped and wired to the lobby panel where applicable.
45. Provide a dedicated 15 amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
46. Provide Separate 115 VAC 15 amp branch circuit for KGC (KONE Group Control), when specified, powered by building emergency power system, when applicable.

**Control Space/ Machine Room**

47. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
48. Provide Safe and convenient access to machine room (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3)
49. If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings.
50. Provide a clean and dry elevator machine room.
51. If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
52. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
53. Provide dedicated GFCI protected 120VAC 20-amp duplex (15 amp in Canada) outlet next to each signal control cabinet.
54. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch or circuit breaker. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.

Note 1: If a circuit breaker is to be provided in lieu of fuses, an adjustable time-delay style is recommended.

Note 2: If a battery powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main

power is in the ON position, and is Normally open (NO) when power is in the OFF position.

Note 3: If a battery powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position.

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



# GARAVITO ASSOCIATES CONSTRUCTION, LLC

**CGC 1514306**

8895 SW 96th Street  
MIAMI, FLORIDA 33176

## Work Estimate

<b>NAME / ADDRESS</b>	<b>DATE</b>	<b>TERMS</b>
Rist Properties, LLC Mr. Jose Bauer/Ms. Analia Sanguedolce 6600 Collins Avenue Miami Beach, Florida 33141	6/10/2011	
	<b>ESTIMATE NO.</b>	<b>WORK LOCATION</b>
	2011 06 182	

DESCRIPTION	QTY	COST	AMOUNT	MARKUP	TOTAL
Building Permits	1	2,500.00	2,500.00	20.00%	3,000.00
Shell construction of elevator shaft-way structure as per proposal	1	31,500.00	31,500.00	20.00%	37,800.00
OTIS Elevator to provide access to second floor of Building "B"	1	48,750.00	48,750.00	20.00%	58,500.00
Engineering Testing	1	875.00	875.00	20.00%	1,050.00
Specialties: Stucco, paint, roofing, electrical, plumbing, fire sprinkler	1	11,200.00	11,200.00	20.00%	13,440.00
<b>TOTAL</b>					<b>\$113,790.00</b>

<b>Phone #</b>	305 810 4305	<b>Fax #</b>	786 472 7141
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Subj: **RE: elevator -- 6600 Collins**  
Date: 6/14/2011 7:06:56 A.M. Eastern Daylight Time  
From: [robert.gerdt@otis.com](mailto:robert.gerdt@otis.com)  
To: [garabo@aol.com](mailto:garabo@aol.com)  
CC: [James.O'Keefe@otis.com](mailto:James.O'Keefe@otis.com)  
Garabo:

Holeless hydraulic elevator is what I recommend for 9' 9" of travel... with an adjacent machine room located at the 1st level.

Hydraulic elevators will require an oil sensing sump pump to eliminate the need for oil / grease separator... Sancor or Zoeller makes such a pump.

Cost for typical finishes on a 2-stop stop holeless hydraulic would be around ~\$37-\$38K on Miami Beach... Otis can offer a true machine-room-less traction elevator with no equipment outside of the hoistway - everything in the hoistway requiring no control room; however, the cost is would be roughly \$78-\$79K.

You need to advise which direction you want to proceed... and I will provide design details and a formal proposal.

Robert Gerdt  
Senior Account Manager  
Otis Elevator Company  
16200 NW 59th Avenue - Suite 109  
Miami Lakes, FL 33014  
Office (305)816-5756  
Cell (305)725-0548  
E-Fax (860)660-9060  
<mailto:robert.gerdt@otis.com>

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-----Original Message-----

From: [garabo@aol.com](mailto:garabo@aol.com) [<mailto:garabo@aol.com>]  
Sent: Monday, June 13, 2011 11:25 AM  
To: Gerdt, Robert  
Cc: [garabo@aol.com](mailto:garabo@aol.com)  
Subject: elevator -- 6600 Collins

Robert:

Per our conversation, we are interested in a quote and specifications for an ADA compliant elevator for two levels (117" differential).

We would like to see either a traction or hydraulic unit that does not require a grease trap nor a machine room.

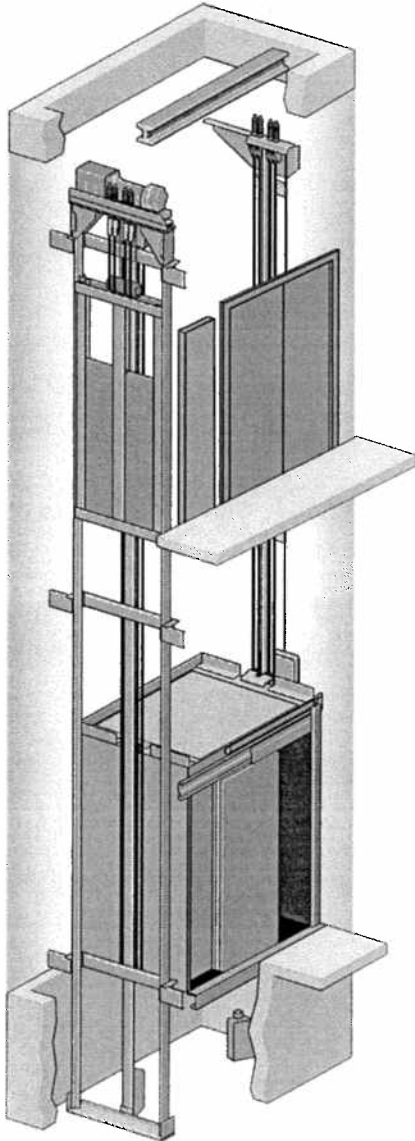
EVELIO GARAVITO - CGC1514306  
GARAVITON ASSOCIATES CONSTRUCTION, LLC  
Certified Green Professional (NAHB)  
Tel 786 467 7401, Fax 786 472 7141  
Mobile 786 287 8259

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**GEN2**  
Machine-roomless  
elevator system

The Gen2® system sets the standard for performance, reliability, design flexibility, and comfort – while reducing cost and energy usage.

No machine room.  
No control room.  
All you need is a hoistway.



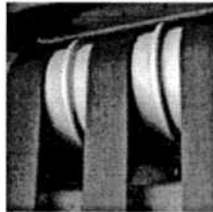
**Self-Contained System**

The Gen2 system's coated-steel belts are stronger and more flexible than conventional wire ropes. They allowed Otis to redesign the elevator's key components into a compact, integrated system that fits in the hoistway, eliminating the need for a machine room. Even the system's controller is compact enough to fit in the hoistway.



**Green Technology - Standard**

Energy-conserving ReGen® drives, standard on the Gen2 system, are up to 75 percent more energy efficient and consume 40% less energy than conventional systems. The system comes standard with highly-efficient LED lighting and a sleep mode that powers down the elevator lights and fan when not in use. And the Gen2 machine and coated steel belts require no additional lubrication.



**Smoothest Ride**

The Gen2 system's method of hoisting - coated-steel belts - eliminates the metal-on-metal contact of steel ropes and sheaves used by traditional systems. By examining the relationship of every component in the system Otis engineers were able to tune the Gen2 system for consistent ride comfort. The result is a remarkably smooth ride with noticeably less vibration and noise.



**Minimal Jobsite Coordination**

With integrated components and proven work practices, Otis has streamlined the installation process. And Otis has an industry-leading lead time of 6 weeks. Builders benefit from a more controlled installation and flexibility to more accurately plan their projects.



**Proven Reliability**

The Gen2 system is the culmination of Otis' commitment to perfecting elevator technology. Long-lasting flat belts. Smooth, crowned sheaves. Minimal moving parts in the gearless machine. This all adds up to a dramatic reduction in wear and a remarkable increase in durability and efficiency.

**GEN2** Machine-roomless elevator system

**OTIS**

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