

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

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the 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: Vela Rouge Hotel
Address: 7130 Harding Ave. MIAMI BEACH, FL 33141

Telephone 305-450-3550 FAX _____

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: Rousslana Andriyanova
Applicant's Address: 6000 Collins Ave #348. MIAMI BEACH FL. 33140
Applicant's Telephone: 305.450.3550 FAX: _____
Relationship to Owner: Partner-Managing
Owner's Name: 7130 Harding Ave. LLC
Owner's Address: 7130 Harding Avenue, Miami Beach FL 33141
Owner's Telephone: 305.450.3550 FAX _____

Signature of Owner: 
Contact Person: Rousslana Andriyanova

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. Define the occupant or proposed occupant and how it serves the public. If the building is existing and undergoing a change of use, please specify the previous usage.

Existing two stories masonry building, categorized transient and used as hotel.

Previous Use Hotel

5. Project Construction Cost \$375,453.00

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.
60% of Renovation work has been completed,
construction contract signed on

7. Requirements requested to be waived. Please reference the applicable section of the Florida law. For example, Section 553.509 FG, governs the requirements for vertical accessibility.

Issue 1: Vertical Accessibility" section 553.509 FG.

Issue 2: _____

Issue 3: _____

8. Reason(s) for Waiver Request: Please describe how this project meets the following criteria. Explain all that would apply for consideration of granting the waiver.

The hardship exists primarily as a result of the statute.
THIS IS AN EXISTING 2 STORIES BUILDING (HOTEL) WITH
NO ELEVATOR TO CONNECT LEVEL 1 AND LEVEL 2.

Unique circumstances and not general conditions, cause the hardship.
WITH SUCH A SMALL BUILDING IN A SMALL LOT THERE IS
NO ENOUGH SPACE TO ADD ELEVATOR WITHOUT LOSING BATHROOMS.

The hardship is based on an actual or proposed situation as presented by the design documents. Provide a detailed cost estimate and, where appropriate, photographs. Cost estimates must include bids and quotes.
ACTUAL SITUATION AS PRESENTED. INSTALLING AN ELEVATOR WITH ADD
TREMENDOUS COST FOR SUCH SMALL PROJECT-BUILDING. SEE ATTACHED DOCS.

Substantial financial loss and/or investment, if any, will result if the waiver request is denied.
ADDITIONAL COST INVOLVED WITH INSTALLATION OF AN ELEVATOR AND
THE SPACE REQUIRED AFFECTS (2) ROOMS, THUS LOSING REVENUE

A good faith effort has been made to comply with the statute as evidenced by submittal of documented proof of all feasible technical alternatives.
THE LOBBY FLOOR LEVEL IS 21" LOWER THAN ROOMS AT LEVEL 1
A LIFT HAS BEEN PROPOSED TO PROVIDE ACCESSIBILITY TO LEVEL 1 ROOMS.

9. Provide documented cost estimates for each portion of the waiver request. For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be given, documented by quotations or bids from at least two vendors.

- a. _____
- b. _____
- c. _____

10. Licensed Design Professional: Where a 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.

Signature Printed Name VICTOR H. RODRIGUEZ
Phone number 305.282.0005
(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 20 day of October, 19 2014

Signature
Rouslana Anolriyanova
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 §775.083, Florida Statutes.



Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

Ph: 561-353-5438
Fax: 561-244-7580
info@floridalifts.com

PURCHASE CONTRACT

FLA14-

This contract dated as of _____ is entered into between Florida Lifts LLC, a Florida Limited Liability Company of 1718 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as "Elevator Contractor"), and 7130 Harding Ave., LLC whose principal address is located at 7130 Harding Ave., Miami Beach, FL 33141 (hereinafter known as "Customer"), and shall become effective when signed by both parties and upon receipt of the first payment by Elevator Contractor.

Work to be sold:

Elevator Contractor agrees to provide and install one vertical platform lift (the Work") per the scope of work and specifications attached hereto as Exhibit A.

1. Purchase Price and Payment Terms:

The Customer shall pay to Elevator Contractor for the Work specified in paragraph one of this contract the sum of Thirty Three Thousand Four Hundred Dollars (\$33,400.00), plus any Customer Selected Options, the "Purchase Price", in accordance with the following schedule:

- \$23,000.00 payment ("first payment"), PLUS any customer selected options, shall be due upon contract signing. Subject to the provisions of paragraph 10 of this contract, the first payment shall be considered a non-refundable deposit which shall become the property of Elevator Contractor should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract. If this order is canceled by the Customer for any reason, the Customer agrees to reimburse the Elevator Contractor for all costs and expenses incurred in connection with this Contract, which may be in addition to the non-refundable deposit amount.
- \$8,400.00 payment ("second payment") of the Purchase Price shall be due upon delivery of the Work to the Customers' job location
- \$2,000.00 payment ("final payment") of the Purchase Price shall be paid to Elevator Contractor when the installations of the Work are complete.

Customer agrees to permit Elevator Contractor to commence installation within one week of Elevator Contractor's receipt of equipment from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Elevator Contractor, (including but not limited to Customer not having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Elevator Contractor at that time. The balance of one thousand dollars shall be paid by Customer to Elevator Contractor within 10 days of completion of installation.

10/18/2014

Page 1 of 5

Customer Initial _____

Elevator Contractor Initial _____

PURCHASE CONTRACT

FLA14

All payments are to be made payable to Florida Lifts LLC and sent to:

Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33704-0708

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. **Changes:**

All changes to the Work, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Elevator Contractor and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. All changes to the Purchase Price shall be added to, or deducted from, the next payment milestone shown in Paragraph 1 above.

3. **Customer Default:**

Customer acknowledges that this equipment is custom made for this particular installation. If Customer fails or refuses to make payment of the amount due at any time, Customer shall be deemed to be in default of this contract. Elevator Contractor shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Elevator Contractor to retain legal counsel, or undertake litigation, or to otherwise protect Elevator Contractor's rights under this contract, or to defend Elevator Contractor against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

4. **Risk of Loss and Title to Work:**

Elevator Contractor shall bear all risk of loss to the Work due to fire, windstorm, accident, theft vandalism etc., prior to the commencement of installation of Work at the Customer's job site. Customer shall bear all risk of loss to the Work thereafter.

5. **Delay in Delivery:**

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory. Since the Work are custom made, a backlog at the factory may cause a delay in delivery. Elevator Contractor assumes no responsibility for such delays nor for failure to deliver Work to Customer on a particular date due to circumstances beyond its control.

6. **Applicable Law:**

This contract shall be governed in accordance with the laws of the State of Florida

PURCHASE CONTRACT

FLA14-

7. Successors or Assigns:

This contract shall be binding upon the successors in interest or assigns of Elevator Contractor or Customer. No Assignment of this purchase contract may be made without the written consent of the other party.

8. Manufacturer's Warranty

The Goods include the manufacturer's standard limited parts warranty to replace defective parts covered under such warranty exclusive of labor. Labor is warranted by the Elevator Contractor for 90 days following installation. The manufacturer's parts warranty may require that the Goods be maintained throughout the warranty period by an authorized manufacturer's representative under a separate maintenance contract. Any warranty is conditioned on written notice to the Elevator Contractor within warranty period and contingent upon receipt of final payment to Elevator Contractor.

9. Permitting

Elevator Contractor will use its customary and normal efforts to assist the Customer in obtaining required permits and approvals to complete the work including preparation and filing of all permit applications but in no way shall be liable for delays or denial of any such permits or approvals. Customer assumes all expenses of any additional requirements mandated by any permitting or other approval authority and not specifically included in the attached Scope of Work.

10. Customer's Right to Cancel

The Customer may cancel this Contract for any reason without penalty and obtain a complete refund of any money paid by providing written notice to the seller in person, by telegram, or by mail to Florida Lifts LLC 1718 Corporate Dr. Boynton Beach, FL 33426. **This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement.** If you do not cancel this Contract within three business days the cancellation provisions of paragraph one of this Contract apply.

Elevator Contractor

Customer

Florida Lifts LLC

By _____

By _____

Date _____

Date _____

10/18/2014

Page 3 of 5

Customer Initial _____

Elevator Contractor Initial _____

PURCHASE CONTRACT

FLA14-_____

Exhibit A

Scope of Work

The Elevator Contractor hereby agrees to provide all labor and material as necessary to install one (1) vertical platform lift at the following location:

Job Name: **Savaria – V1504-PE**
7130 Harding Ave.
Miami Beach, FL 33141

Contact: Rouslana Andriyanova
Phone: 305-450-550
E-mail: rousalana.va@sbcglobal.net

The vertical platform lift specifications are as follows:

1. Type: Savaria V1504 **not to exceed 144”** vertical travel with clear plexiglass inserts
2. Project Type: Commercial
3. Power Supply: 110 VAC 60 hz up and 12 VAC down operation
4. Number of Stops: 2-Stop
5. Outdoor Options: N/A
6. Pit Required: 3”
7. Floor to Floor Travel: Approx. 132” **(to be verified prior to production)**
8. Ramp: None
9. Underpan Sensor: Not Required
10. Cab Type Selection and Handing: Type3 (90 degree on/off)
11. Landing Door Locations/Swing: Lower Level : 1/LH; Intermediate Level: 1/LH; Upper Level 1/LH
12. Cab Size: Custom Size 42” x 60”
13. Car Station: Keyless
14. Lower Landing Entrance: 42”W x 80”H Low Profile Aluminum door with clear plexiglass inserts; **automatic door opener (commander)** and WR500 lock
15. Intermediate Landing1 Options: 42”W x 80”H Low Profile Aluminum door with clear plexiglass inserts; **automatic door opener (commander)** and WR500 lock
16. Intermediate Landing 2 Options: N/A
17. Upper Landing Entrance Options: 42”W x 42”H Upper Landing gate with clear plexiglass inserts; **automatic gate operator** and WR500 lock
18. Locks : N/A
19. Hall Call Stations: 3 ea. Keyless Call/Send
 - a. Bottom Landing: Surface mounted remote
 - b. Intermediate landing: Surface mounted remote
 - c. Upper Landing: Surface mounted remote

10/18/2014

Page 4 of 5

Customer Initial _____

Elevator Contractor Initial _____

PURCHASE CONTRACT

FLA14-

- 20. Enclosure Extension above top landing: 42” enclosure extension above top landing
- 21. Enclosure Roof: N/A
- 22. Light Screen: N/A
- 23. Telephone: None
- 24. Color: **Standard Beige**
- 25. Touch up Paint: No
- 26. Misc: N/A
- 27. International Packaging: No

In the event of a conflict between the approved drawings and these specifications, the approved drawings shall take precedence.

OPTIONS:

- Upgrade to tempered glass inserts in lieu of plexiglass: **\$2,400.00** Customer Initial: _____
- Custom paint (to be selected): **\$1,800.00** Customer Initial: _____

******Customer selected options to be included with deposit******

Work to be completed (not Elevator Contractor):

Cement Pad:

Cement pit/pad per shop drawings to accommodate lift installation.

Electrical:

Provide a 110Volt Single -Phase power supply with 20Amp fused lockable disconnect (with auxiliary contact) on a dedicated circuit to the Lift.

Cut out upper and lower landing railings for lift installation. Finish work at upper landing once the lift has been installed, as required.

PRESTIGE ELEVATOR COMPANY
10660 NW 123rd Street Road, Medley, FL 33178
Toll Free (877) 447-1700
Office (305) 889-1241
Fax (305) 889-1244

ELEVATOR CONTRACT

Proposal No. 2014-1030

Owner: Rouslana Andnyanova

Address: 7130 Harding Avenue

City: Miami Beach State: FL Zip Code: 33141

Job Name: Hotel Vela Rouge

Address: 7130 Harding Avenue

City: Miami Beach State: FL Zip Code: 33054

PRICE AND TERMS OF PAYMENT: We propose to furnish and install the equipment covered in this proposal for the net sum of **FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$51,800)**, payable as follows: 50% shall be due upon signing of contract, 25% is due upon installation of rails, piston, car frame, platform and hall door jambs, 15% is due upon installation controllers, 10% is due upon inspection and completion of elevator.

Should the Purchaser cancel this order for any reason whatsoever it is understood and agreed that there will be a 25% re-stock charge and all shipping charges incurred. Furthermore, all custom manufactured equipment that cannot be returned shall be paid in full, including tax and shipping by the Purchaser.

If, after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract prices, of the uncompleted portion.

We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any moneys not paid when due shall bear interest at legal rate in force at the place of the project.

ACCEPTANCE OF PROPOSAL: This proposal, together with the terms and conditions printed hereof, all of which are hereby agreed to and made a part hereof, when signed and accepted by the Purchaser and subsequently approved by an officer of PRESTIGE ELEVATOR CO, shall constitute the contract between us, and all prior representation or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties.

WARRANTY: We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date which the elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in the contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment, should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use, beyond that included in the contract; nor will we correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others. Maintenance and Warranty is only valid if a five (5) years service contract is signed with Prestige Elevator Co. (three (3) month free service after the elevator has been completed and turned over for use, service and service calls will be conducted during regular hours and days of the week)

We shall in no event be liable for damages to delay nor for any consequential, special or contingent damages. If there is more than one unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

SPECIAL CONDITIONS:

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be give a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, and additional charge at our usual rates for such work shall be added to the contract price
4. We anticipate making shipment of the equipment approximately 7 weeks after all final drawings and details are approved. A dry and protect area, conveniently located to the elevator hoist way, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready you will immediately make the payments due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two weeks, we are authorized to warehouse the equipment within or without our factory at your own risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. Elevator will take approximately (6) weeks for material and approximately (2) weeks for installation.. (The faster we receive power to the equipment the faster we can complete the job)
6. We shall not be responsible in any way for the acts of others or for pro-rata expensed of any nature incurred by other in or about the building.
7. In consideration of our performance of the work herein described, at the price stated, you agree to indemnify, defend and hold us harmless from all damages, claims, suits, expenses and payments resulting from performance of this contract or from operation of the elevators whether before or after final acceptance, except as directly due to those acts or omissions of our employees or those of our sub-contractors.
8. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any cause beyond our reasonable control, and in no event shall be liable for consequential damages
9. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
10. If any damages, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
11. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. In the event an attorney is engaged to enforce and collect payment due as hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to venue of any proceeding of lawsuit under this agreement to be in the County of Miami-Dade and State of Florida or in any other county of Prestige Elevator Company's choice.

WORK NOT INCLUDED: This contract does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Sub-contractor.

A legal hoist way, properly framed and enclosed, and including a pit of proper depth, provided with drains, lights, access doors, and waterproofing, as required. Suitable machine room, adequate for the elevator equipment, including floors, gratings, foundations, well drilling, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 80°F maximum.

Fused outlet in machine room for ear lights. Electric power, without charge, for construction, testing and adjusting, of the same characteristics as the permanent supply.

Door frames with extensions to beam above if required on hoist way side and sills for freight elevator, including finish painting of these items.

Cutting of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors or sleeves. Pockets or blockouts for signal fixture.

All sill supports, I-beams including steel angles where required, and sills recesses and the grouting of door sills and hoist way frames after installation.

All painting, except as otherwise specified. Provided temporary enclosures or other protection from open hoist way during the time the elevator is being installed. Proper trenching and backfilling for any underground piping or conduit.

DRAWINGS: We shall, after structural and architectural drawings are furnished to us, prepare drawings showing the general arrangement and loads of the elevator equipment. These drawings shall be approved and hoist way size guaranteed before proceeding with fabrication and installation of the elevators.

PAINTING: All exposed metal work furnished by us, except as otherwise specified, shall be properly painted after installation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made. In the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachments to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

ACCEPTANCE OF INSTALLATION: upon notice from us that the installation of the elevator has been completed, the purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonable delayed or withheld.

PERMITS, TAXES AND LICENSES: All permits fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal, are included in the contract price. The purchaser agrees to pay as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the purchaser or the company on account thereof, by any law enacted after the date of this proposal.

This contract is good for Sixty (60) days.

Respectfully submitted,
PRESTIGE ELEVATOR CO.

Accepted in Duplicate _____ 20_____

By _____

Purchaser _____

Date _____

By _____
Signature of Authorized Official

Title _____

Title _____



CONTRACT

CGC1517206
8296 NW 195 ter
Miami, FL 33015
305-992-1144
MARTIN@GCDEVELOPMENT.COM

CONTRACT: #01040614
DATE: APRIL 6, 2014

TO:

Vela Rouge Hotel co: Rouslana Andriyanova
7130 Harding avenue
Miami Beach, FL 33141

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Martin	Hotel Elevator addition	See schedule	N/A

NATURE OF WORK: The general scope of work will be the installation of elevator system at the above referenced address as per provided drawings, notes and/or scope of work sheet. GC Development shall furnish all labor, materials and equipment necessary to perform the work as per spec (see attached scope of work and/or other referenced contract documents/plans). Contactor will not be responsible for unseen conditions. The general scope of work will be specific to provided scope sheet and plans.

Any design documents furnished to G.C. Development by Victor Rodriguez are warranted to be sufficient to conform to applicable laws and building codes. Customer warrants all structures to be in sound condition capable of withstanding normal construction activities and equipment operation. Permit will be pulled under G.C. Development CGC1517206. G.C. Development shall comply with all laws relating to Workmen's Compensation in the state where the work is to be performed and shall carry Public Liability and Property Damage Standard form insurance, insuring during the progress of the work any liability which may be imposed by law upon the Seller on account of accidents arising from such operations.

Qualifications:

- All labor and material shall comply with national and local code requirements, be completed in a substantial and workmanlike manner maintaining industry standards as designed by the aforementioned Architect and as indicated in city approved and stamped drawings. Any applicable code items that may be required by local authorities and have not been shown on the project documents are not included in this proposal (inclusive of any items left to interpretation by local building authorities). We will not assume the liability nor accept any responsibility for the design, or re-design, of engineer issued drawings to achieve code compliance without amended documents issued by the Project Architect and or owner and agreed to in the form of a change order signed/ agreed to by contractor.
- Materials shall be of Architect specification or an alternate equal product.
- No changes will be made in the design without the written approval agreed to by contractor and owner. Changes in the design shall be interpreted as a change which effects the capacity, reliability, cost, operation, location, or any parts thereof, including changes which may be required to conform to National, State, or Local regulations and or codes.
- Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order of same, and will become an extra charge over the sum mentioned in this proposal.
- All agreements must be '*authorized in writing*' prior to the commission of any work.
- All work included is based on normal working hours within a forty hour workweek.

- Note:**
- a: Contractor shall follow standard protocol for removal and disposal of all general construction debris.
 - b: any and all permit and or city fees (if needed) shall not be included in proposal price.
 - c: see scope of work page for additional job specs
 - d: any change order during course of work that is approved will be paid in full at time of approval

PROPOSAL PRICE:

NINETY TWO THOUSAND FOUR HUNDRED FIFTY AND 00.....\$92,450.00

PAYMENT SCHEDULE:

Upon execution.....	\$30,000.00
Upon 40%	\$30,000.00
Upon 70%.....	\$20,000.00
Upon completion.....	\$12,450.00

Respectfully Submitted:
GC DEVELOPMENT, LLC

Accepted By:

Martin del Barrio, Manager

Roslana Andriyanova or agent

THANK YOU FOR YOUR BUSINESS!

7130 HARDING AVENUE, NEW ELEVATOR

Permits- all city permit cost to be passed through and will be determined at time of permit issue

\$ TBD

Hydraulic Elevator

- All plans (architectural & engineering) and permits for construction of one hydraulic elevator shaft/pit/ machine room and installation of single cab elevator
 - Capacity 2,100 #'s
 - Speed 100 FPM
 - Travel 12' 2"
 - Doors 3.0' x 7.0' single slide
 - Platform 6.0' x 5'1"
 - Landings 2 in line
- Special features
 - Fireman's emergency service
 - Braille buttons
 - Acknowledgement lights in car station
 - In use lights at all hall stations
 - Position indicators in car station
 - Ceiling- standard prismatic diffuser with aluminum frame
 - Proximity devices
 - #4 stainless cylindrical handrail rear wall
 - Directional arrows and arrival gongs
 - ME-200 cab design
 - #4 stainless applied front return
 - #4 stainless frames with mica doors
 - Three months maintenance
 - Power supply TBD volts 3 phase motor
 - Across line voltage
 - PVC protected jack
 - Pit ladder
 - Sill angles
 - ADA phone/ telephone box
 - One weight test included

Structural Elevator Shaft

- Build structural shaft and machine room as per plan spec
- Supply and install all miscellaneous metals
- Provide any geological testing that may be required

THANK YOU FOR YOUR BUSINESS!



VICTOR H. RODRIGUEZ, ARCHITECT

1800 SW 1st Ave, Suite 607

Miami, FL 33129

Phone: 305.282.0005

Email : victor.r@vhr-architecture.com

AA26002510

October 20, 2014

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

REF.: HOTEL VELA ROUGE – Waiver for Vertical Accessibility Requirement

7130 Harding Avenue. Miami Beach, FL 33141

Issue: Providing Vertical Accessibility for all floors

Analysis:

The applicant is requesting a waiver from providing vertical accessibility route to the upper level of the hotel. The building is an existing two stories building and is undergoing an alteration of an approximate value of \$375,453.00. This does not include the cost on an elevator to connect level 1 to level 2. The cost associated with the installation of a new elevator (new foundation, support structure, electrical, etc), the cost of modifying the existing structure-framing to make space for the elevator and the required foyer areas, plus the cost associated to losing (2) guest rooms; is making the owner to face a difficult situation moving forward with the completion of the project as planned. As mitigation to the existing conditions; a lift is to be installed to connect the lobby, which is at the lower level, with the corridor to guestrooms in level 1. All accessible units have been placed at level 1 which is fully accessible from lobby.

Project Progress:

The project is in plan review

Items to be waived:

Requirement for Vertical Accessibility to all levels above and below the habitable grade level (Florida Statutes, Section 553.509 'Vertical Accessibility') and (FAC 201.1.1)

Waiver Criteria:

There is no specific guidance for a waiver of this requirement in the code. Vertical Accessibility to all levels requirement may be waived down to ADA Standards by the Florida Building Commissions FAC 201.1. The commission current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements are imposed.

Respectfully Submitted,


Victor H. Rodriguez, R.A

Principal – AR94965

VHR Architecture



VICTOR H. RODRIGUEZ, ARCHITECT

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AA26002510

October 20, 2014

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

REF.: HOTEL VELA ROUGE – Waiver for Vertical Accessibility Requirement

7130 Harding Avenue. Miami Beach, FL 33141

Issue: Providing Vertical Accessibility for all floors

Analysis:

The applicant is requesting a waiver from providing vertical accessibility route to the upper level of the hotel. The building is an existing two stories building and is undergoing an alteration of an approximate value of \$375,453.00. This does not include the cost on an elevator to connect level 1 to level 2. The cost associated with the installation of a new elevator (new foundation, support structure, electrical, etc), the cost of modifying the existing structure-framing to make space for the elevator and the required foyer areas, plus the cost associated to losing (2) guest rooms; is making the owner to face a difficult situation moving forward with the completion of the project as planned. As mitigation to the existing conditions; a lift is to be installed to connect the lobby, which is at the lower level, with the corridor to guestrooms in level 1. All accessible units have been placed at level 1 which is fully accessible from lobby.

Project Progress:

The project is in plan review

Items to be waived:

Requirement for Vertical Accessibility to all levels above and below the habitable grade level (Florida Statutes, Section 553.509 'Vertical Accessibility') and (FAC 201.1.1)

Waiver Criteria:

There is no specific guidance for a waiver of this requirement in the code. Vertical Accessibility to all levels requirement may be waived down to ADA Standards by the Florida Building Commissions FAC 201.1. The commission current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements are imposed.

Respectfully Submitted,

Victor H. Rodriguez, R.A
Principal – AR94965
VHR Architecture

HOTEL VELA ROUGE

7130 Harding Avenue, Miami Beach, FL 33141

PROJECT OWNER:
7130 Harding Ave, LLC
7130 Harding Avenue
Miami Beach, FL 33141
Phone: 918 625 1909

ARCHITECT OF RECORD:



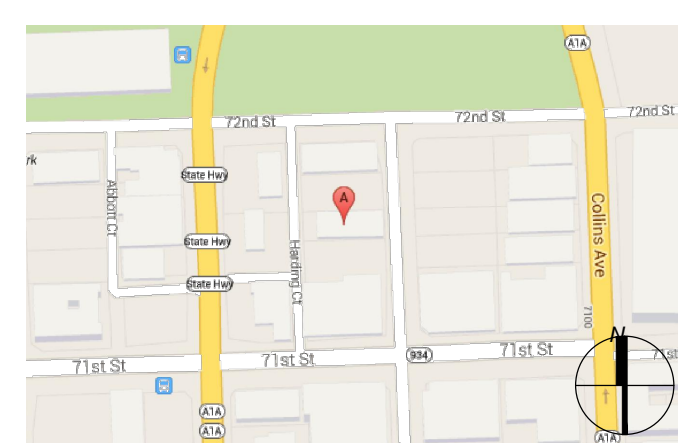
VHR Architecture
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Phone: 305.282.0005
Fax: 305.831.8079
AA26002510

STRUCTURAL ENGINEER:

Raul Vivas, P.E.
10435 SW 92nd Street
Miami, Florida 33176
Phone: 305.456.2699
Cell: 786.271.0541

State of Florida Reg. # 57260

KEY PLAN



SIGNATURE / DATE / SEAL

Victor H. Rodriguez,
Registered Architect
State of Florida # AR0094965

BUILDING PERMIT

Issue	Issue Date / For
1	01.13.2014 Permit Set
2	05.09.2014 / City Comments
3	07.15.2014 / City Comments
4	07.29.2014 / City Comments

DDCI Project #: 1313.00

Drawn by: VHR

Approved by: VHR

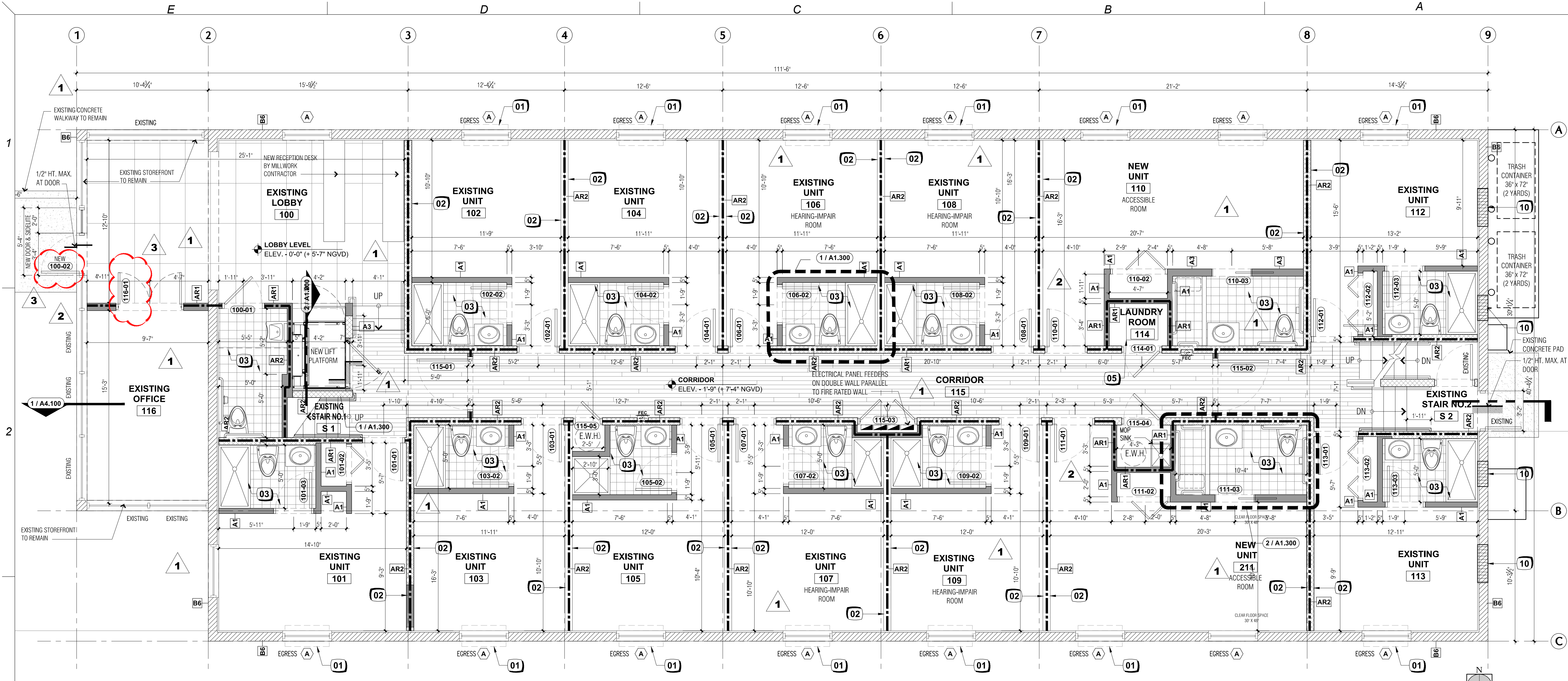
SHEET INDEX

Proposed Floor Plan Level 1 & Sub-Level

SCALE: 1/4" = 1'-0"

SHEET NO.

A1.100



1 PROPOSED FLOOR PLAN LEVEL 1
SCALE: 1/4" = 1'-0"

ELECTRICAL LIFT TECHNICAL INFORMATION

Design Hot Line: 1-800-663-6556 or +1-604-594-0422

Design Hot Line: 1-800-663-6556 or +1-604-594-0422

What is an Unenclosed Vertical Platform Lift?

An unenclosed vertical platform lift easily transports passengers up and down short vertical distances, for applications such as stages and porches. The platform walls, platform gate and optional automatic ramp travel with the platform creating a safety barrier around the passenger. Available for indoor and outdoor applications, the **Garaventa Genesis OPAL Lift** is an attractive and cost-effective accessibility solution.

Why an Unenclosed Vertical Lift?

An Unenclosed Vertical Lift vs a Ramp
An unenclosed vertical lift occupies less space than most ramps and is easier to use by those individuals who have difficulty ascending ramps.

Cost Effective with a Quick Delivery
An unenclosed vertical lift requires little or no site modifications and is an ideal accessibility solution when space and costs are the primary concerns. They are commonly used in public buildings and private residences.

Commercial or Home Installation

An unenclosed vertical lift meets the requirements of most local accessibility guidelines as a means to provide unassisted entry and exit from public buildings.

Meets US and European Codes

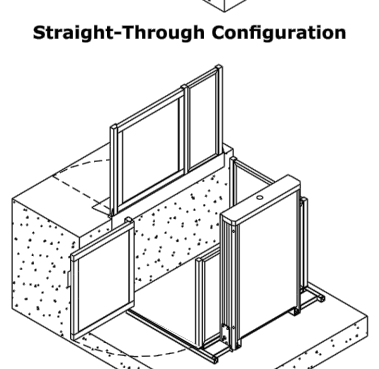
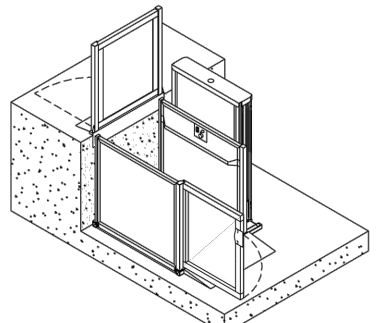
The Genesis OPAL is built in accordance with ASME A18.1 (USA), BS1 (UK) and CE (Europe) code requirements.

Finishes

The Genesis OPAL consists of steel panels and frame work finished with electrostatically applied Satin Grey (fine textured) paint. As an option, these components can be painted from the large selection of RAL colors.

Design Versatility

The Garaventa Genesis OPAL vertical lift is suitable for short rise applications with **straight through** or **90° entry/exit** configurations, and can be used **indoors** or **outdoors**.



- Applications include:
- Schools
 - Churches
 - Courthouses
 - Commercial Buildings
 - Theaters
 - Historical Buildings
 - Restaurants
 - Residential
 - Hospitals
 - And Many More

For a list of installations in your area please contact your local Garaventa Lift representative or Garaventa Lift.

Leadscrew Drive System

Driven by a quiet and reliable 2 H.P. motor attached to a 25mm (1") ACME screw, the OPAL travels between landings at 3 meters (10') per minute.

Mains Power (USA)
The mains power requirement is 120VAC on a dedicated 20 amp circuit.

Mains Power (International)
208-240 VAC single phase on a dedicated 16 AMP circuit.

Hydraulic Drive System (USA)

Single phase 3 HP (2.2KW), 24 VDC Hydraulic motor powered by Continuous Mains and equipped with an auxiliary power system travels between landings at 5.2 meters (17 ft.) per minute.

Mains Power (USA)
The mains power requirement is 120VAC on a dedicated 15 Amp circuit.

Mains Power (International)
208-240 VAC single phase on a dedicated 16 AMP circuit.

Drive System Features & Options

Manual Emergency Lowering Handwheel

(Leadscrew Model Only - Standard)
The manual emergency lowering handwheel engages the main drive screw at the top of the mast. The manual emergency lowering handwheel is used to move the platform to the lower landing in the event of a power outage.

Manual Lowering (Hydraulic Model Only - Standard)

The manual lowering device consists of a pull knob mounted in a box on the side of the mast. When used, the platform is lowered to the landing.

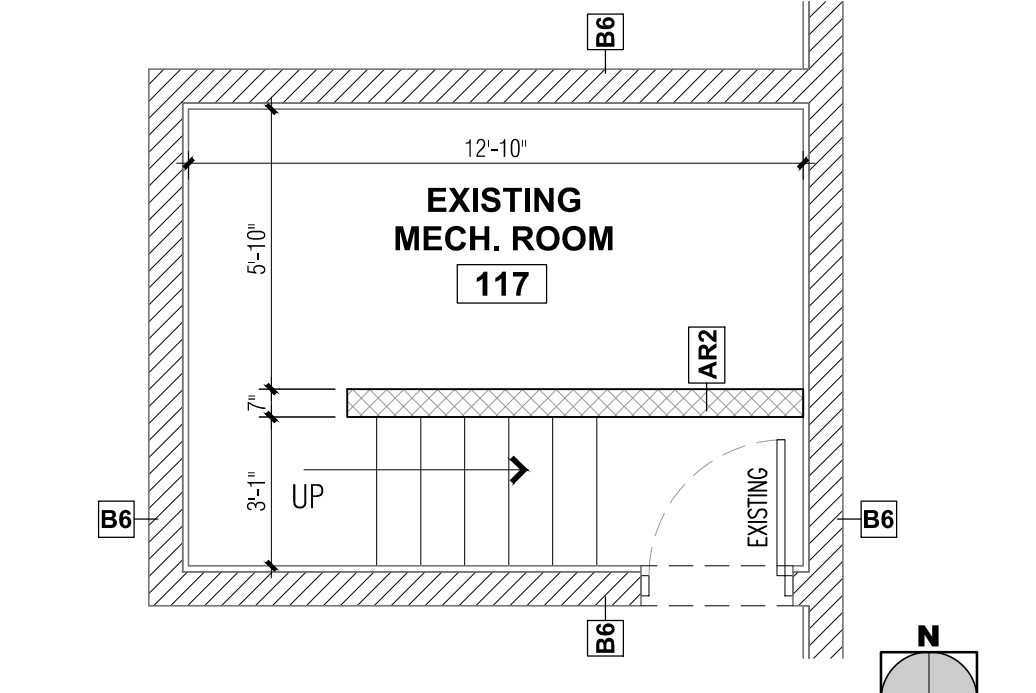
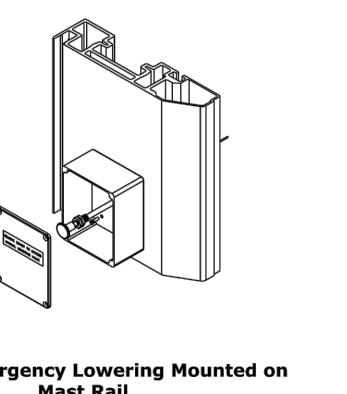
Electrical Disconnect (Optional)

A code compliant electrical disconnect is available for both Leadscrew and Hydraulic models. The disconnect shuts off the mains power and the 24V battery operation (Hydraulic only). The disconnect can be shipped loose for wall installation or mounted on an accessible side of the lift mast.

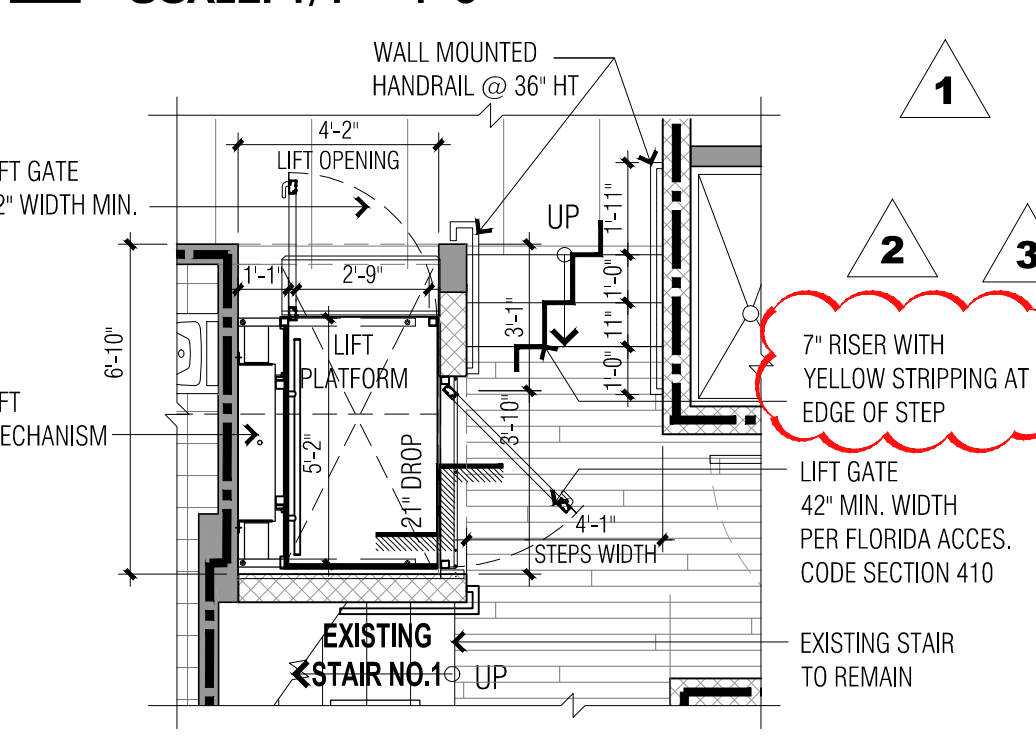
Full Time Battery Operation (Hydraulic Model Only - Optional)

For applications where the lift will be used infrequently, full time battery operation is available. This simple system is powered by a continuously charged battery pack. **Choose Continuous Mains for high use applications.**

SELECTED EQUIPMENT



2 PROPOSED BASEMENT
SCALE: 1/4" = 1'-0"



3 LOBBY STAIRS AND LIFT PLAN
SCALE: 1/4" = 1'-0"

NOTE:
TOTAL NUMBER OF UNITS IS LESS THAN 50.
NO ROLL-IN SHOWERS REQUIRED IN ACCESSIBLE GUESTROOMS

ROOM TYPES AND AREAS					
ROOM No.	AREA IN S.F.	FULLY ACCESS.	HEARING IMPAIR	VISUAL ALARM	ROLL-IN SHOWER
101	217.43	-	-	-	-
102	191.21	-	-	-	-
103	194.08	-	-	-	-
104	194.08	-	-	-	-
105	194.96	-	-	-	-
106	194.08	-	YES	YES	-
107	194.96	-	YES	YES	-
108	194.08	-	YES	YES	-
109	194.96	-	YES	YES	-
110	294.90	YES	YES	YES	-
111	317.63	YES	YES	YES	-
112	202.02	-	-	-	-
113	198.11	-	-	-	-

TOTAL GUEST ROOMS AT LEVEL 1: 13 UNITS

KEY NOTES

- 01** INSTALL NEW PTAC UNIT UNDERNEATH WINDOW AS INDICATED IN PLAN
- 02** INSTALL NEW GWB ON EXISTING INTERIOR PARTITION AS INDICATED IN PLAN
- 03** INSTALL NEW BATHROOM FIXTURES AS INDICATED IN PLAN
- 04** INSTALL NEW FLOORING THROUGHOUT
- 05** INSTALL NEW TILE FLOORING IN BATHROOMS AND IN WASHER/ DRYER ROOM
- 06** INSTALL NEW DOORS AND DOOR FRAMES FOR ALL DOORS EXCEPT THOSE INDICATED TO REMAIN.
- 07** INSTALL NEW WASHER/ DRYER
- 08** INSTALL NEW WINDOWS AND WINDOW FRAMES THROUGHOUT
- 10** BLOCK OUT EXISTING WINDOW AS INDICATED IN PLAN

WALL LEGEND

- EXISTING CMU
 - EXISTING BEARING
 - EXISTING PARTITION
 - NEW PARTITION
 - EXISTING BEARING 1 HR. FIRE RATED
 - EXISTING PARTITION 1 HR. FIRE RATED
 - NEW PARTITION 1 HR. FIRE RATED
- NOTE:**
EXTERIOR DOORS & WINDOWS UNDER SEPERATE PERMIT

PROJECT:

HOTEL VELA ROUGE

1 7130 Harding Avenue, Miami Beach, FL 33141

PROJECT OWNER:
7130 Harding Ave, LLC
7130 Harding Avenue
Miami Beach, FL 33141
Phone: 918 625 1909

ARCHITECT OF RECORD:



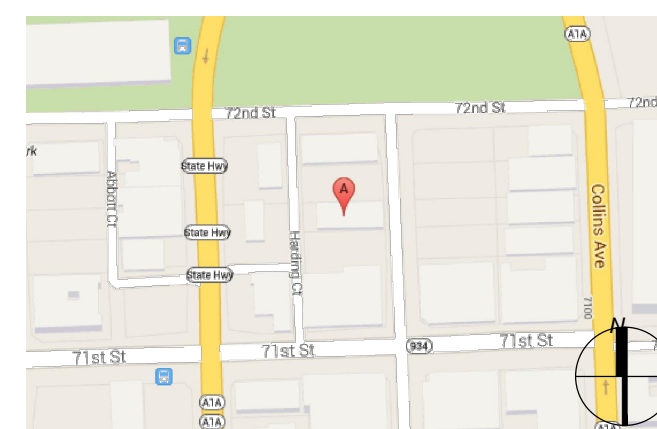
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AA26002510

STRUCTURAL ENGINEER:

Raul Vivas, P.E.
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Cell: 786.271.0541

State of Florida Reg. # 57260

KEY PLAN



SIGNATURE / DATE / SEAL

Victor H. Rodriguez,
Registered Architect
State of Florida # AR0094965

BUILDING PERMIT

Issue: Issue Date / For

- 1 01.13.2014 Permit Set
- 2 05.09.2014 / City Comments
- 3 07.15.2014 / City Comments
- 4 07.29.2014 / City Comments

DDCI Project #: 1313.00

Drawn by: VHR

Approved by: VHR

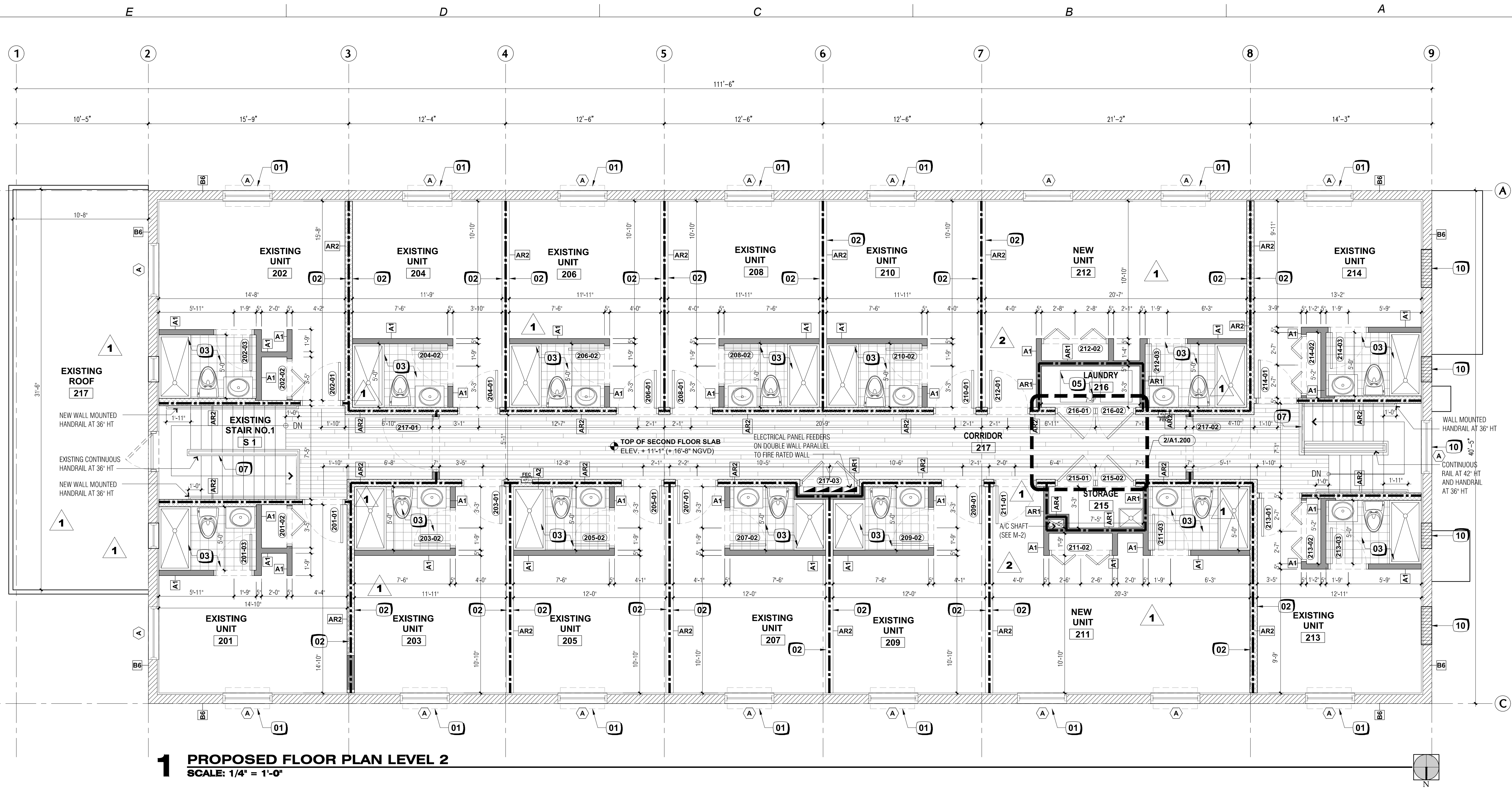
SHEET INDEX

Proposed Floor Plan Level 2

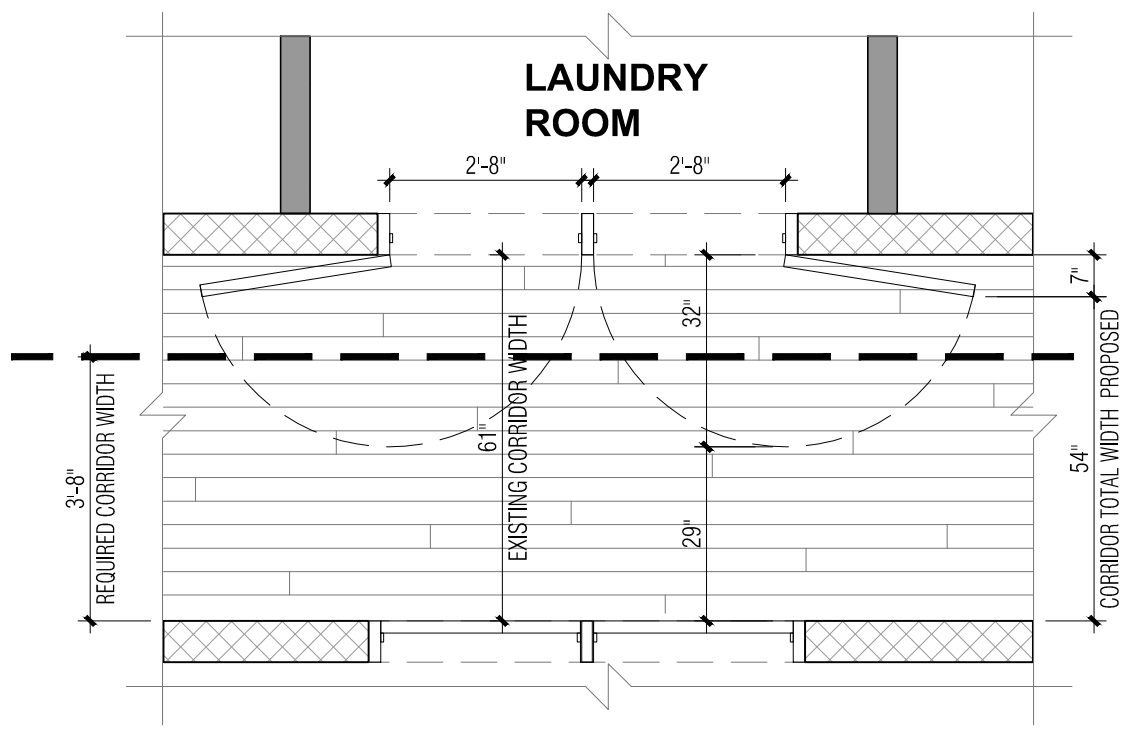
SCALE: 1/4" = 1'-0"

SHEET NO.

A1.200



1 PROPOSED FLOOR PLAN LEVEL 2
SCALE: 1/4" = 1'-0"



2 DOOR SWING DIAGRAM
SCALE: 3/8" = 1'-0"

INTERIOR FINISHES NOTES

- NEW 2-A : 10-B: C 5 LBS MULTIPURPOSE RECESSED ADA COMPLIANT FIRE EXTINGUISHER CABINET AS SELECTED BY INTERIOR DESIGNER. MOUNT TOP AT 50" A.F.F.
- ALL INTERIOR FINISHES TO COMPLY WITH COMBUSTIBILITY, FLAME SPREAD INDEX, SMOKE-DEVELOPED INDEX, FIRE RESISTANCE RATING, STABILITY, APPLICATION AND ACOUSTICAL CRITERIA AS SET FORTH IN CHAPTER 8 OF FBC 2010 AND SECTION 806 OF NFPA 701.
- AT BATHROOMS FOR ACCESSIBLE GUESTROOMS INSTALL GRAB BARS PER ACCESSIBILITY CODE REQUIREMENTS. REINFORCE PARTITIONS AS INDICATED IN SHEET A6.1

ROOM TYPES AND AREAS					
ROOM No.	AREA IN S.F.	FULLY ACCESS.	HEARING IMPAIR	VISUAL ALARM	ROLL-IN SHOWER
201	217.43	-	-	-	-
202	230.24	-	-	-	-
203	194.08	-	-	-	-
204	191.21	-	-	-	-
205	194.96	-	-	-	-
206	194.08	-	-	-	-
207	194.96	-	-	-	-
208	194.08	-	-	-	-
209	194.96	-	-	-	-
210	194.08	-	-	-	-
211	317.63	-	-	-	-
212	294.90	-	-	-	-
213	198.11	-	-	-	-
214	202.47	-	-	-	-

TOTAL GUEST ROOMS AT LEVEL 2 : 14 UNITS

- ### KEY NOTES
- 01 INSTALL NEW PTAC UNIT UNDERNEATH WINDOW AS INDICATED IN PLAN
 - 02 INSTALL NEW GWB ON EXISTING INTERIOR PARTITION AS INDICATED IN PLAN
 - 03 INSTALL NEW BATHROOM FIXTURES AS INDICATED IN PLAN
 - 04 INSTALL NEW FLOORING THROUGHOUT
 - 05 INSTALL NEW TILE FLOORING IN BATHROOMS AND IN WASHER/ DRYER ROOM
 - 06 INSTALL NEW DOORS AND DOOR FRAMES FOR ALL DOORS EXCEPT THOSE INDICATED TO REMAIN.
 - 07 EXISTING RAILING TO REMAIN
 - 08 INSTALL NEW WASHER/ DRYER
 - 09 INSTALL NEW WINDOWS AND WINDOW FRAMES THROUGHOUT
 - 10 BLOCK OUT EXISTING WINDOWS AS INDICATED IN PLANS

WALL LEGEND

- EXISTING CMU
- EXISTING BEARING
- EXISTING PARTITION
- NEW PARTITION
- EXISTING BEARING 1 HR. FIRE RATED
- EXISTING PARTITION 1 HR. FIRE RATED
- NEW PARTITION 1 HR. FIRE RATED

NOTE:
EXTERIOR DOORS & WINDOWS UNDER SEPERATE PERMIT

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PROJECT:

HOTEL VELA ROUGE

7130 Harding Avenue, Miami Beach, FL 33141

PROJECT OWNER:
7130 Harding Ave, LLC
7130 Harding Avenue
Miami Beach, FL 33141
Phone: 918 625 1909

ARCHITECT OF RECORD:



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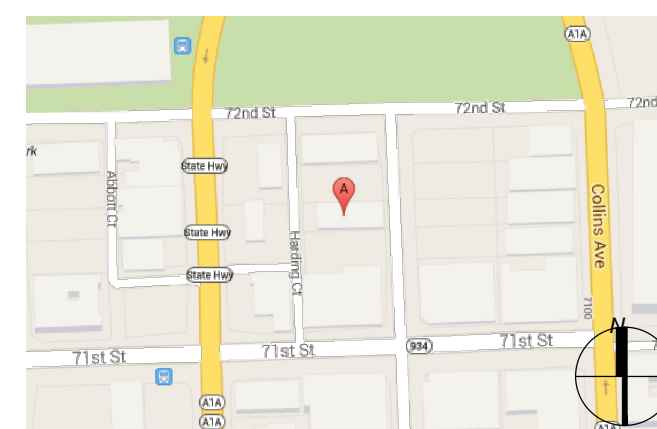
AA26002510

STRUCTURAL ENGINEER:

Raul Vivas, P.E.
10435 SW 92nd Street
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Phone: 305 . 456 . 2699
Cell : 786 . 271 . 0541

State of Florida Reg. # 57260

KEY PLAN



SIGNATURE / DATE / SEAL

Victor H. Rodriguez,
Registered Architect
State of Florida # AR0094965

BUILDING PERMIT

Issue: Issue Date / For
(1) 01.13.2014 Permit Set
(1) 05.09.2014 / City Comments

DDCI Project #: 1313.00

Drawn by: VHR

Approved by: VHR

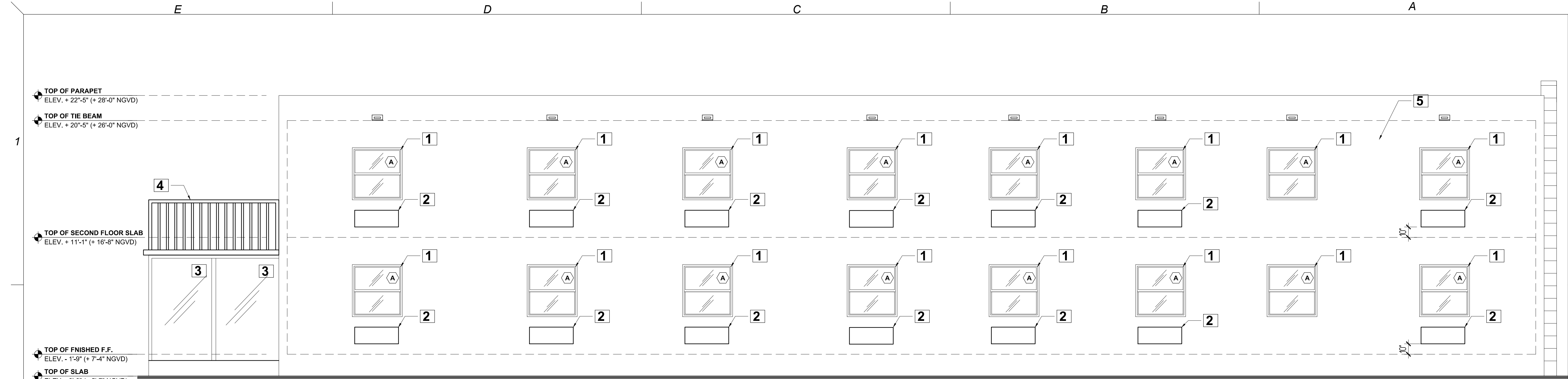
SHEET INDEX

Proposed Building Elevations

SCALE: 1/4" = 1'-0"

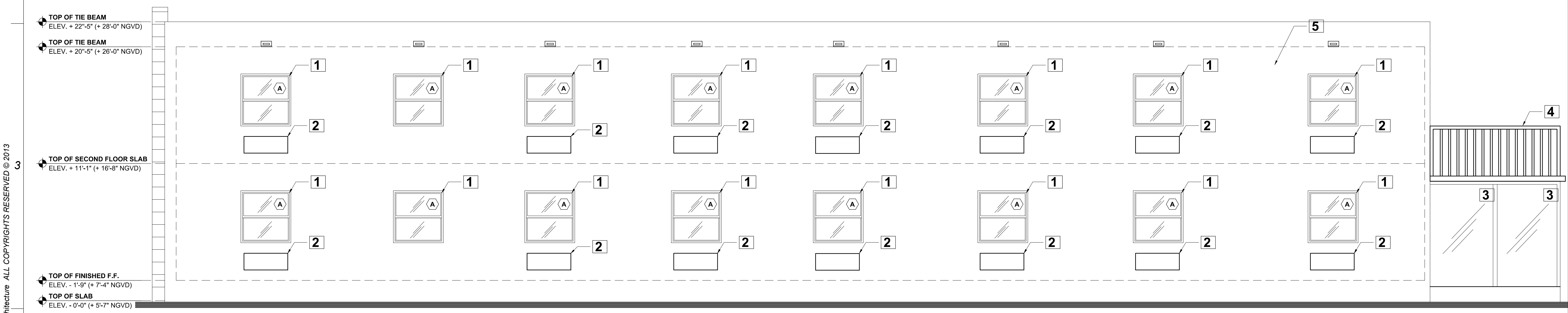
SHEET NO.

A3.100



1 BUILDING PROPOSED NORTH ELEVATION

SCALE: 1/4" = 1'-0"



2 BUILDING PROPOSED SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

- #### KEY NOTES
- BUILDING EXTERIOR**
- 1 - INSTALL NEW WINDOWS AND WINDOW FRAMES AS INDICATED IN PLAN.
 - 2 - NEW EXTERIOR WALL OPENING FOR PTAC UNIT. INSTALL UNIT FLUSH WITH EXTERIOR FACE OF WALL. REFER TO STRUCT. DWGS. FOR REINFORCING DETAIL.
 - 3 - EXISTING WINDOWS/ DOORS TO REMAIN AS INDICATED IN PLAN.
 - 4 - EXISTING RAILING TO REMAIN AS INDICATED IN PLAN.
 - 5 - REPAIR AND PATCH EXISTING EXTERIOR STUCCO AND PAINT THROUGHOUT.

WINDOWS REPLACEMENT UNDER SEPARATE PERMIT

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E

D

C

B

A

PROJECT:

HOTEL VELA ROUGE

1 7130 Harding Avenue, Miami Beach, FL 33141

PROJECT OWNER:

7130 Harding Ave, LLC
7130 Harding Avenue
Miami Beach, FL 33141
Phone: 918 625 1909

ARCHITECT OF RECORD:



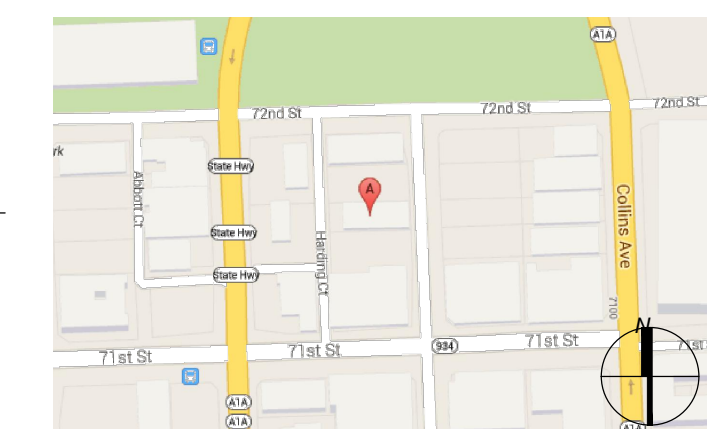
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STRUCTURAL ENGINEER:

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State of Florida Reg. # 57260

KEY PLAN



SIGNATURE / DATE / SEAL

3

Victor H. Rodriguez,
Registered Architect
State of Florida # AR0094965

BUILDING PERMIT

Issue	Issue Date / For
1	01.13.2014 Permit Set
1	05.09.2014 / City Comments

DDCI Project #: 1313.00

Drawn by: VHR

Approved by: VHR

SHEET INDEX

4 **Building Section**

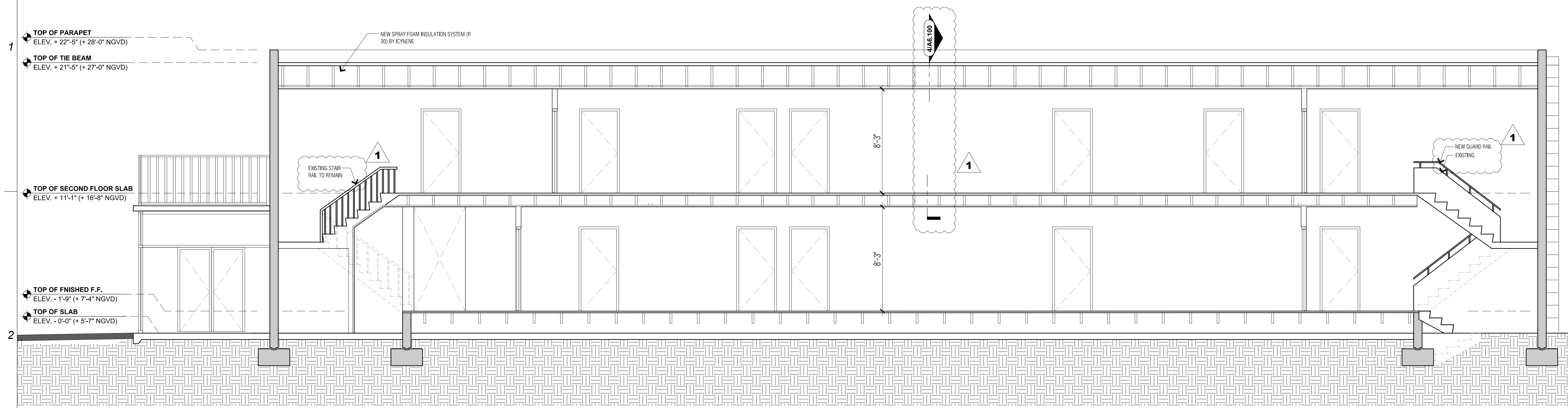
SCALE: 1/4" = 1'-0"

SHEET NO.

A4.100

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1 LONGITUDINAL BUILDING SECTION

SCALE: 1/4" = 1'-0"

NOTE:
FOR WALL INSULATION SEE DETAILS FOR
WALL TYPE B5 ON SHEET A6.100

E

D

C

B

A

PROJECT:

WINDSOR HOTEL

7130 Harding Avenue, Miami Beach, FL 33141

PROJECT OWNER:

Michael Rauf
7130 Harding Avenue
Miami Beach, FL 33141
Phone: 000 000 0000

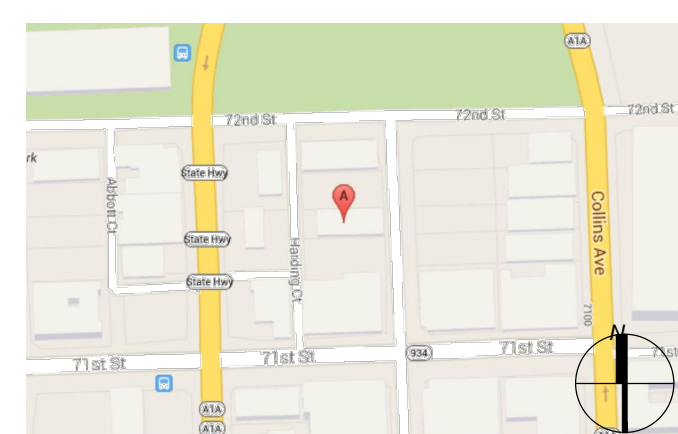
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VHR Architecture
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Phone: 305 . 282 . 0005
Fax : 305 . 831 . 8079
AA26002510

2

KEY PLAN



SIGNATURE / DATE / SEAL

3

Victor H. Rodriguez,
Registered Architect
State of Florida # AR0094965

Issue: Issue Date / For
(1) 08.19.2013 / Interior Demolition Permit

DDCI Project #: 1313.00

Drawn by: VHR

Approved by: VHR

SHEET INDEX

4
- Existing Level 1
- Existing Level 2

SCALE: 3/16" = 1'-0"

SHEET NO.

D.01

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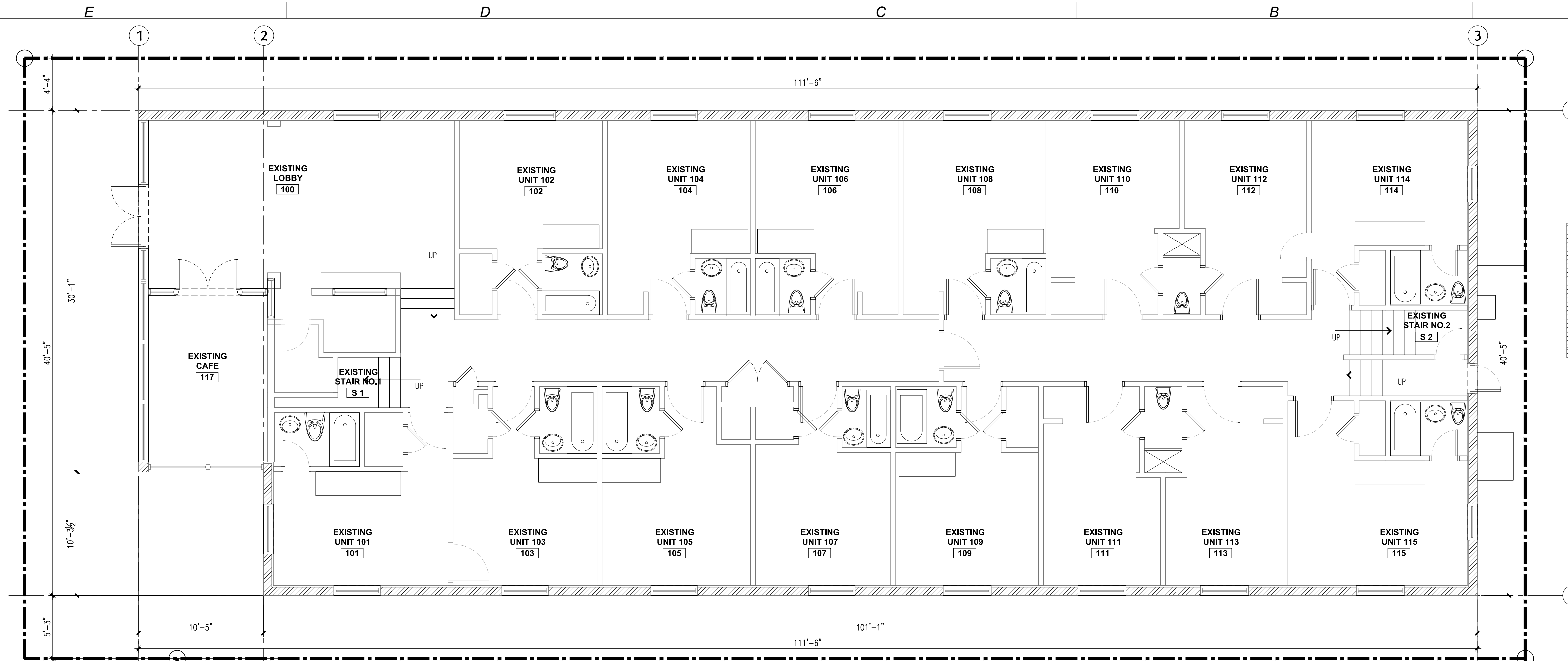
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2

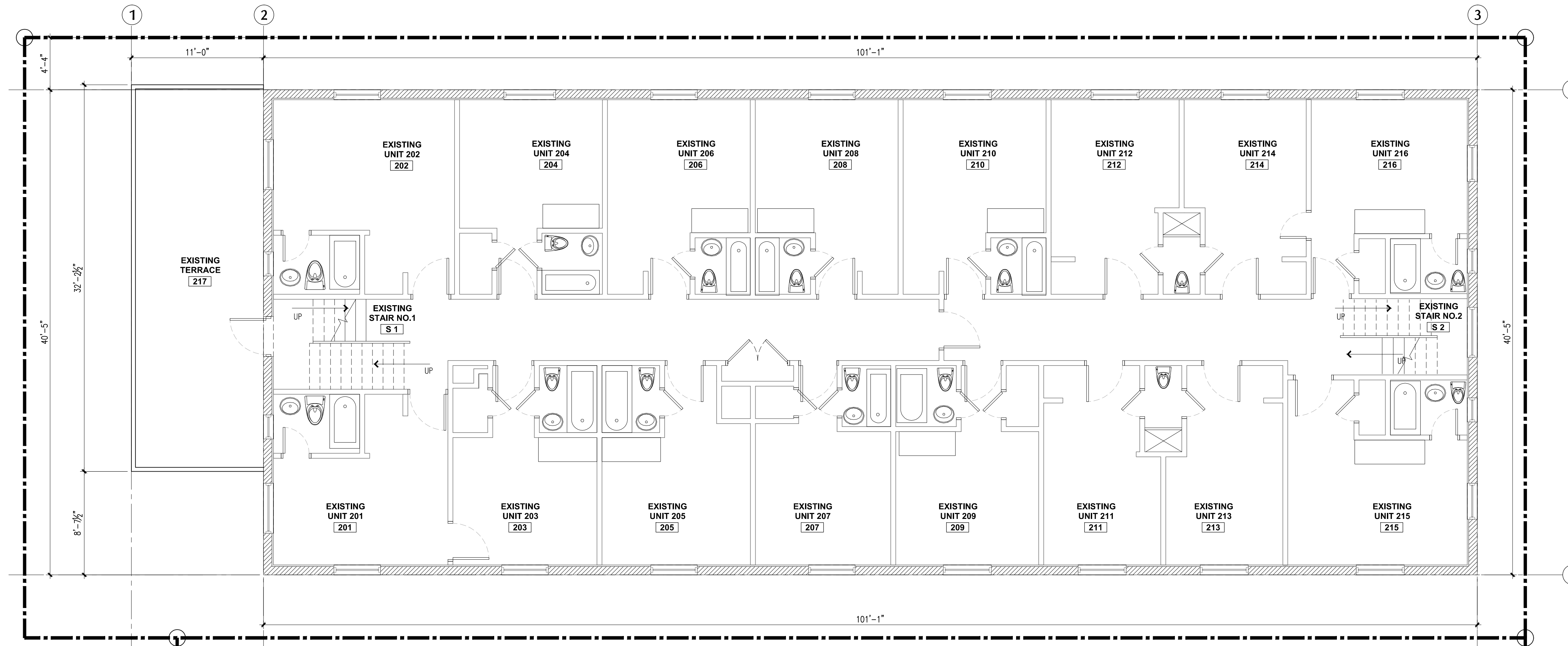
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4

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1 EXISTING FLOOR PLAN AT LEVEL 1
SCALE: 3/16" = 1'-0"



1 EXISTING FLOOR PLAN AT LEVEL 2
SCALE: 3/16" = 1'-0"

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. / 2010 FBC, Accessibility Code (FAC), 202 Requirements for existing buildings.

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?

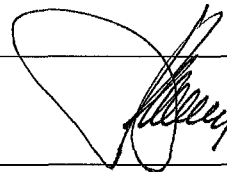
Yes No Cost of Construction \$312,500.00 (Cost of the proposed projects plus work in the pass three years.

Comments/Recommendation: Installing a new elevator will be disproportionate to the cost of construction according with FAC section 202.3 Exception 1 and according with the information provided by the applicant. In addition, it will be technically infeasible to install a new elevator due to existing constrains. To mitigate the lack of accessible route to the 2nd floor the applicant is adding a wheelchair lift to provide access to the lobby and providing the required accessible units in the ground floor.

Jurisdiction City of Miami Beach

Building Official or Designee

Signature



Mariano Fernandez, PE.

Printed Name

BU689

Certification Number

305-673-7610 ext. 6288/ 305-535-7513

Telephone/FAX

marianofernandez@miamibeachfl.gov

Email Address

Address: 1700 Convention Center Dr. Miami Beach, FL 33139, 2ND Floor, Miami Beach, FL