

LEADING EDGE AWARDS

Issue: Vertical accessibility to a second floor office.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to the second level of an office/storage facility that is undergoing an alteration. The applicant intends to relocate the existing stairway from the center of the building to the front and removing several non-structural partitions to provide additional showroom space. In addition, finishes, including a rated ceiling/floor system, plus rated walls at the stairs, will be upgraded. Toilet rooms on the second floor have also been made accessible. The applicant indicated the project will cost \$55,000 and a \$36,8990 estimate to provide an elevator was submitted.

Project Progress:

The project is in plan review. .

Items to be Waived:

Vertical accessibility to the second floor, as required by Section 553.509, Florida Statutes.

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

- (1) Elevator pits, elevator penthouses, mechanical rooms, piping or equipment catwalks and automobile lubrication and maintenance pits and platforms;
- (2) Unoccupiable spaces, such as rooms, enclosed spaces and storage spaces that are not designed for human occupancy, for public accommodations or for work areas; and
- (3) Occupiable spaces and rooms that are not open to the public and that house no more than five persons, including, but not limited to equipment control rooms and projection booths.

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

This application is available in alternate formats upon request.

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

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

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

Name: Leading Edge Awards
Address: 12155 Metro Parkway UNIT 1
FT. MYERS, FLORIDA

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: GENERATION DEVELOPMENT INC
Applicant's Address: 1978 Countess Court Naples, FL 34110
Applicant's Telephone: 239-207-6454 FAX: 239-790-0950
Applicant's E-mail Address: jdaugherty@generationdevelopment.com
Relationship to Owner: General Contractor for Owner
Owner's Name: DONALD E. JACOB
Owner's Address: 6617 GARLAND ST, FORT MYERS, FL 33966
Owner's Telephone: 239-482-0494 FAX 239-482-5504
Owner's E-mail Address: DNJACOB@COMCAST.NET
Signature of Owner: *Donald E. Jacob*
Contact Person: JOHN DAUGHERTY
239-207-6454
Contact Person's Telephone: _____ E-mail Address: jdaugherty@
generationdevelopment.com

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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.)

See ATTACH DESIGN/ARCHITECT
COMMENTS

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

FIFTY FIVE THOUSAND NO 100 DOLLARS

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.

BUILDING OFFICIAL REQUESTED WE APPEAL.
THEY WILL NOT APPROVE AS PERMITTED ON
APPLICATION AS SUBMITTED.

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

Issue

1: See attached designer comments

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.

b2g

The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general. OWNER BOUGHT PROPERTY TO SELL AWARDS TO SCHOOLS AND ORGANIZATIONS AS TO LEASE OUT EXISTING OFFICE SPACE ON SECOND FLOOR. OWNER ONLY WANTED TO RELOCATE STAIRS IN CENTER OF BUILDING SO STAIRROOM WOULD BE OPENED UP.

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


FDA ELEVATOR WILL COST ADDITIONAL \$55,000 TO \$60,000.00 DOLLARS.

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.

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 4th day of April, 2007


Signature

John AUGHERZY
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.

GD Foreman PE, SE, AIA

12399 McGregor Woods Circle, Ft Myers, FL 33908
(239) 989-3887
(866) 212-0709 gforeman01@comcast.net

March 28, 2007

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

Re: COM2006-03927 Leading Edge Awards, Inc.
Contractor: Generation Development Inc.
Waiver Application

Dear Sirs:

This space is one of several tenant spaces in an existing office/ warehouse development. The Owner purchased the space in 2005. There is 2,238 square feet on the 1st level and 2,128 square feet on the second floor.

The scope of this project is to relocate one of two existing stairs in the existing two story tenant space. At the time of purchase, the space was made up of two floors that had been, apparently, been used as office and retail space. The front stair was located in the center of the floor plan. This front stair relocation puts it at the entrance and along the party wall. The existing stair at the back exit remains as is.

In addition to the stair relocation, the first level is to be opened up somewhat by removing several non-bearing partitions. As a part of the project, the finishes are to be upgraded and repaired on the first level. Part of the finish upgrading will be to provide a rated ceiling/floor second floor system, plus rated walls at the stairs.

Except for the work needed for the stair relocation and the upgrading of two second floor toilet rooms, the second level is not slated to be remodeled.

The original plan did not include an elevator or other vertical access other than the two stairs.

We have not included an elevator under our understanding of the FBC section 11.4.1.6 *Accessible Buildings Alterations, exception K(i)*. I understand that the addition of an elevator is not required if the altered facility meets the following criteria:

1. Less than three stories
2. Is less than 3,000 sf per level
3. Is not a shopping center, shopping mall, or professional office of a health provider.

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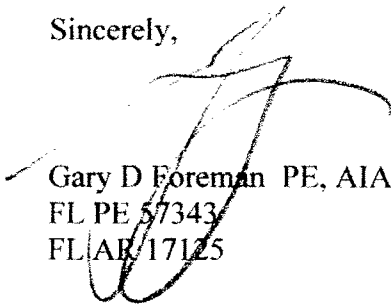
gforeman01@comcast.net

This space meets all three criteria. I understand that the code also allows for a waiver based upon financial hardship for the cost of adding an elevator. The Contractor's attached material will demonstrate the financial impact to the project.

We enclose a pdf file of the drawings, an 11x17 hard copy set and a full size 24x26 set for your review.

If you have any questions or need anything additional, please do not hesitate to contact me. I look forward to a favorable outcome.

Sincerely,



Gary D Foreman PE, AIA
FL PE 57343
FL AR 17125

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. See attached estimate from Thyssenkrupp ELEVATOR. (Does Not include concrete, roof tower, electrical, and general conditions.

c. * The estimated cost burden would run 55,000 to 65,000⁰⁰ thousand dollars.

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.

SEE ATTACHED LETTER



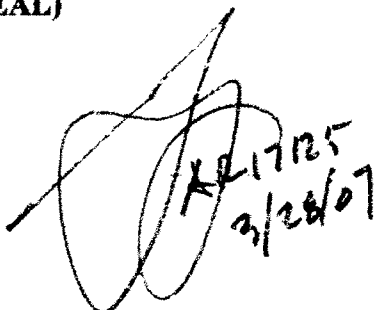
Signature

GARY D FOREMAN

Printed Name

Phone number (239) 969-3867

(SEAL)


KE17125
3/28/07

Needs Files
OUT

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. Bulkows Department was requested
- b. on three occasions to fill out
- c. this form but did not prior to sending this to FBC.

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 _____

Comments/Recommendation _____

Jurisdiction _____

Building Official or Designee _____

Signature

Printed Name

Certification Number

Telephone/FAX

Address: _____

Agreement for Elevator Installation.

Submitted to: Generation Development, Inc.
1978 Countess Court
Naples, FL 34100

(Hereinafter Purchaser)

By: ThyssenKrupp Elevator
2829 Cargo Street
Fort Myers, FL 33916
(239) 334-2511

ThyssenKrupp Elevator is pleased to provide the following agreement for the elevator installation at:

Metropolitan Commercial Park, Units 1-3
12155 Metro Pkwy
Fort Myers, FL

Date: 4/10/2007



Scope.

This Agreement is intended to cover the complete furnishing and installation of:
 One (1) AMEE 21 "holeless" passenger elevator.

Except as specified under "Work not included." All work shall be performed in a workmanlike manner and shall include all work and material as set forth in the drawings and as specified herein. In all cases where a component part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many such components as are required to complete the installation.

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

Description of equipment.

Capacity: 2,100 (lbs.) Travel: 9'-5" Speed: 55 FPM

Number of landings: Two (2) Number of openings: Two (2)

Operation: TAC20-03 Simplex operation

Power supply: Permanent Volts: VERIFY Phase: Single Cycle: 60 HZ

Platform size: 6'-0" wide X 5'-1" deep

Car enclosure design no.: TKLP 8' standard cab with flat plastic laminate walls, a suspended ceiling with fluorescent lighting, and one flat #4 stainless steel handrail on the rear wall.

Car floor: By others (not to exceed 3/8" or 150 lbs.) Car doors: Baked enamel

Hoistway entrances (type): Single speed side-opening

Entrance size: 3'-0" wide X 7'-0" tall Finish: Baked enamel

Signals TKE Aurora car and hall fixtures, discrete car position indicator, car-riding directional travel lanterns, and two #4 stainless steel hall station pushbuttons.

Machine location: Adjacent to hoistway @ ground floor.

Special features: Independent service, fireman's operation, low-oil return, sill angles, pit ladder, Micro-lite 40 passenger sensing device, and a flush ADA emergency phone.

Alternates.

[No alternates exist.]

Price and terms of payment.

ThyssenKrupp Elevator proposes to furnish and install the equipment specified in this proposal for the net sum of **Thirty Six Thousand Eight Hundred Ninety Dollars (\$36,890.00)**, payable as follows: Upon execution of this Agreement, Purchaser shall furnish a twenty five (25%)

↑ + concrete, tower on roof, electrical : general conditions.

deposit, which is not subject to withholding of retainage. Thereafter, payment shall be due on the first day of each month for 90 percent of the value, based on the contract price, of labor and materials incorporated in the work and the materials suitably stored at the site or other agreed upon location, up to and including the last day of the preceding month, less the aggregate of previous payments; and upon substantial completion of the work, a sum sufficient to increase the total payments to 90 percent of the contract price. If after the work has been substantially completed, and full completion is materially delayed through no fault of ThyssenKrupp Elevator, Purchaser shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by ThyssenKrupp Elevator, based on the contract price of the uncompleted portion. Further, in the event the installation of the elevator is delayed due to no fault of ThyssenKrupp Elevator, Purchaser agrees to reimburse ThyssenKrupp Elevator for any labor increases based on ThyssenKrupp Elevator's collective bargaining agreement with the International Union of Elevator Constructors (IUEC).

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by ThyssenKrupp Elevator, shall immediately become payable irrespective of the acceptance by ThyssenKrupp Elevator of notes from Purchaser or extension of time for payment.

The remainder of the contract price shall be due and payable upon completion or turnover of the installation. If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

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

Hole for jack unit.

This Agreement includes a dollar figure of \$XXX.XX for digging the cylinder hole and furnishing auxiliary casing, if required.

The dollar figure is based on the ThyssenKrupp Elevator encountering soil free from rock, boulders, building construction materials, sand, water, quicksand, underground caves, or any other obstruction or unusual conditions when installing the jack unit. Should such obstructions or unusual conditions be encountered, ThyssenKrupp Elevator will immediately notify the Purchaser in writing, and Purchaser will provide written authorization to proceed with the excavation. The authorization shall include the following: the contract price shall be increased by the amount of the additional labor at ThyssenKrupp Elevator's usual billing rates, and the actual costs of any additional material, plus 15%. Purchaser to provide the proper location of the jack hole from building lines, and adequate ingress and egress for truck mounted well drilling equipment, after final excavation and prior to the pouring of footings and/or foundation(s). A 30" x 30" blockout or other blockout as indicated on shop drawings must be provided in pit floor for jack hole (hydraulics only). Removal of all dirt and debris accumulated during excavation of the jack hole along with grouting and water proofing of blockout after jack is installed shall be by others. Access to pressurized water supply within 100 feet of hole shall be provided.

Jack unit protection.

The cylinder shall be encased in ThyssenKrupp's HDPE (high-density polyethylene) jack protection system, or PVC (polyvinyl chloride) that includes a means of monitoring for unwanted moisture. ThyssenKrupp Elevator's HDPE jack protection system shall be fully warranted for the effective life of the elevator system under ThyssenKrupp Elevator's maintenance agreement against any leakage failure of the hydraulic cylinder assembly, irrespective of whether failure is due to any defect in material or workmanship, or in the event such failure is due to effects of corrosion, electrolysis, or microbiological action upon the buried cylinder structure, or any other deterioration leading to underground leakage, unless attributable to earthquakes and/or subsurface movement, settling, or shifting of soils.

Maintenance service.

ThyssenKrupp Elevator shall furnish maintenance and regular hour callback service for the period of three (3) months on each elevator after the installation is completed and the elevator has been placed into operation. This service shall consist of periodically examining, lubricating, adjusting and cleaning the elevator(s), and, in our sole opinion, if conditions warrant, repairing or replacing elevator components not excluded under this Agreement.

Temporary service.

Should Purchaser require use of any elevator(s) prior to completion and final acceptance, the Purchaser agrees to sign ThyssenKrupp Elevator's Construction Use Only Agreement, and be bound by the terms and conditions thereof. A copy of this Agreement will be furnished upon request. If applicable, all permit fees for temporary service shall be paid by Purchaser.

Acceptance of installation.

Upon notice from ThyssenKrupp Elevator that the installation of the elevator has been completed, Purchaser will arrange to have present at the installation site a person duly authorized to make the final inspection and to provide/execute a written final acceptance. The date and time that such person will be present at the site shall be as mutually agreed upon, but shall not be more than ten (10) business days after the date of ThyssenKrupp Elevator's notice of completion to Purchaser, unless both parties agree to a certain date thereafter. Such Final Inspection and Certificate of Acceptance shall not be unreasonably delayed or withheld. In the event the elevator fails inspection due to no fault of ThyssenKrupp Elevator, Purchaser agrees to reimburse ThyssenKrupp Elevator for any costs associated with additional inspections.

Drawings.

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

Painting.

All exposed metal work furnished by ThyssenKrupp Elevator, except as otherwise specified in writing, shall be properly painted after installation by ThyssenKrupp Elevator.

Permits, taxes, and licenses.

All applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date of this proposal are included in the contract price. 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 ThyssenKrupp Elevator by any law enacted after the date of this proposal.

Acceptance of proposal.

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

Title and ownership.

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

Warranty.

ThyssenKrupp Elevator warrants the equipment installed pursuant to this Agreement against defects in materials and workmanship for a period of one year from the date of Final Acceptance. This warranty is in lieu of any other liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no other warranties which extend beyond the description in this Agreement including any other warranties existing by operation of law. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in this Agreement; nor will ThyssenKrupp Elevator correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond its control. In the event of a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice, and provided all payments due under the terms of this Agreement have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under this warranty, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of equipment to which any revisions or alterations have been made by others.

Work not included.

This proposal does not include the following work, and is necessarily conditioned on the proper performance of the General Contractor and/or other subcontractors:

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90° maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of its subcontractors, our work place will be monitored, and prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, Purchaser agrees to indemnify, defend, and hold harmless ThyssenKrupp Elevator from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, sill recesses, and the grouting of door sills. Purchaser will provide OSHA approved removable temporary enclosures, barricades, or other protection from open hoistways during the time the elevator is being installed. Proper trenching and backfilling for any underground piping or conduit. Cutting of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above, if required, on hoistway sides, and sills for freight elevators, including finish painting of these items.

Suitable connections from the power mains to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway. The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Wiring and conduit from life safety panel or any other monitor station to elevator machine room. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours, instrument in cab by others). One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved in the elevator installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the ThyssenKrupp Elevator.

Flooring and/or installation of flooring by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

Purchaser agrees to provide, at no cost to ThyssenKrupp Elevator, a crane to hoist elevator equipment as needed.

Owner/General Contractor agrees to provide a 4' X 4' opening in the elevator hoistway overhead, at the request of the local field office.

Composite clean up crews will not be provided. ThyssenKrupp Elevator will be responsible for own housekeeping. All existing equipment removed by company shall become the exclusive property of the company.

Shared responsibilities.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

Special conditions.

1. ThyssenKrupp Elevator's performance under this Agreement is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
2. It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.
3. All work is to be performed during ThyssenKrupp Elevator's regular working hours/regular working days unless otherwise specified and agreed to in writing by both ThyssenKrupp Elevator and Purchaser.
4. ThyssenKrupp Elevator anticipates shipment of the equipment approximately 8-10 weeks after all final drawings and details are approved by Purchaser. A dry and protected area, conveniently located to the elevator hoistway will be assigned to ThyssenKrupp Elevator without cost, for storage of ThyssenKrupp Elevator's material and tools. Purchaser agrees that if Purchaser is not ready to accept delivery of the equipment when notified that it is ready, Purchaser will immediately make the payments due for the equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, ThyssenKrupp Elevator is authorized to warehouse the equipment at a location of ThyssenKrupp Elevator's choice at Purchaser's risk and expense. Purchaser shall reimburse ThyssenKrupp Elevator for all costs due to extra handling and warehousing.
5. Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage shall be furnished to Purchaser upon request.

- 6. Should loss of or damage to our material, tools or work occur at the installation site, Purchaser shall compensate ThyssenKrupp Elevator for such loss, unless such loss or damage results from ThyssenKrupp Elevator's own acts or omissions.
- 7. If ThyssenKrupp Elevator submits any drawings, illustrations or descriptive matter with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
- 8. In the event ThyssenKrupp Elevator engages a third party to enforce and collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in Miami-Dade County, Florida.

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

Accepted:

THYSSENKRUPP ELEVATOR CORPORATION

Generation Development, Inc.

ThyssenKrupp Elevator Approval:

By: 
 (Signature of ThyssenKrupp Elevator Representative)

By: _____
 (Signature of Authorized Individual)

By: _____

Brandon Greenwood

 (Printed or Typed Name)

Title: Contract Administrator

(239) 334-2511

Date: _____

Date: 4/10/2007

Title: _____

Date: _____



LEE COUNTY
SOUTHWEST FLORIDA

March 5, 2007

**Lee County Division of
Development Services**

P.O. Box 398
Fort Myers, FL 33902
(239) 479-8585

Generation Development Inc

Fax 239-790-0950

RE: COM2006-03927 Leading Edge Awards, Inc

2nd REVIEW

Dear Sirs:

We are in receipt of the revised drawings for the above referenced project.. For the reasons listed below, we are unable to approve your plans at this time.

Please provide cover letter showing where each item can be found on the plans.

1. Accepted
2. Accepted

NOTICE OF WAIVER
VERTICAL ACCESS

3. The 3000 sq ft exception listed does not apply in the State of Florida. FAC requires that " nothing in this code shall be construed to relieve the owner of any building...from the duty to provide vertical accessibility to all levels above and below occupiable grade. **FAC 11.4.1.6 k III** A variance from DCA would be required.

4. Accepted
5. Noted

South Trail Fire Department requires compliance with the following: same comments

4. 7-7.5.3.2 No enclosed usable space under stair.(delete the enclosed room).
 9. Stairs 1 hour separated (Per LSC Ch 8 firewall must extend through interstitial space).
 10. Windows not permitted in a stair enclosure.
 12. CH 8 Provide actual listed firewall details.
 13. CH 8 Provide actual through penetration firestop details
-

2nd REVIEW - by - Nick Powell

ORIGINAL PLUMBING/MECHANICAL REVIEW -by- Jack McStravic

1. Provide a plumbing layout of the restroom being added to the second floor.
- 2nd Review: not acceptable: Please provide a plan view and a correct isometric drawing for the plumbing system.**

2. Provide a drinking fountain or bottled water is accepted.

2nd Review: Not acceptable, please show the location of the required bottled water.

3. 2004 FMC Sec. 601.4- Requires a balanced return air system via ducted return, transfer duct or transfer grill to each room with a door. (Except unhabitable rooms.)

2nd Review: Not acceptable-Please provide a complete duct work layout showing all supply, return air and all duct sizes.

For any questions please call Nick Powell 239-479-8339..

Please submit four (4) sealed sets of revised plans to the building department. Either complete sets or individual sheets may be resubmitted. If individual sheets are resubmitted, they must be properly collated into the plans by the person responsible for the resubmittal. Three sets of plans will have the revisions collated and the fourth set to be sent to the fire department for their review.

PLEASE NOTE:

Plans must be submitted in person. Mailed in plans will not be accepted.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services



Generation Development Inc.

Department of Community Affairs
Florida Building Commission
c/o Mary Kathryn Smith or Waiver Appeal Staff
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100

April 9th, 2007

Re: Waiver Appeal Vertical Access
Leading Edge Awards Condo Office

Dear Mary-Kathryn,

Please find attached site plan, plans and application for waiver on vertical access at my clients office and showroom. We started this process before Thanksgiving last year.

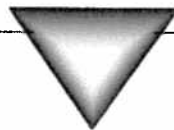
My client only wants to take existing 2 story condo office and relocate a set of stairs and upgrade existing restrooms to meet ADA codes. He wanted to relocate stairs so he could have an area to show trophies and award certificates to the schools and civic organizations that use his service now on the internet. He intended on keeping the existing offices upstairs and was planning on leasing it out.

We have attached application, architect and engineer of project has written his comments and we have one estimate to show the cost burden to retro=fit 20 plus year old building with an elevator. The job is so small that we could only find one company to look at it. But the cost do double the renovation cost of stair relocation.

We appreciate your attention to our issue and look forward to our appeal meeting in Miami Lakes on June 25 or 26th.

Respectfully,


John Daugherty



Generation Development Inc.
1978 Countess Court
Naples, Florida 34110
(239) 513-9006