

WINTER HAVEN FIRE SAFETY COMPLEX

Issue: Vertical accessibility to the second floor of a fire station and accessibility to firefighters' toilet rooms.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to the second floor of a new, \$2,900,000 fire station. The applicant is also requesting that toilet rooms for the firefighters be constructed without accessible features since persons with disabilities could not be employed as firefighters. Estimates of \$85,240 (inclusive) and \$57,200 (equipment only) were submitted for installation of an elevator and \$6,114 for accessible toilet facilities. An accessible toilet room has been planned adjacent to the lobby of the building's public area. The entire project was designed using UFAS, which permits living quarters and toilet facilities for firefighters to be inaccessible.

Project Progress:

The project is under design.

Items to be Waived:

Vertical accessibility to the second floor, as required by Section 553.509, Florida Statutes and toilet rooms per 11-4.1.2(6), FBC.

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.

11-4.1.2(6) If toilet facilities are provided on a site, then each such public or common use toilet facility shall comply with Section 11-4.22.

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: Winter Haven Fire Safety Complex

Address: 674 Highway 17 North , Winter Haven, 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: Dale Smith

Applicant's Address: 451 3rd Street, N.W. Winter Haven, Florida 33883

Applicant's Telephone: 863-298-2277 FAX: 863-297-3090

Applicant's E-mail Address: Dsmith@mywinterhaven.com

Relationship to Owner: Assistant ~~to~~ City Manager

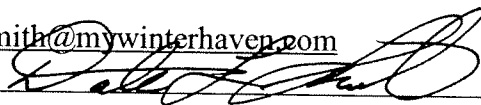
Owner's Name: City of Winter Haven

Owner's Address: 451 3rd Street, N.W. Winter Haven, Florida 33883

Owner's Telephone: 863-298-2277 FAX: 863-297-3090

Owner's E-mail Address: Dsmith@mywinterhaven.com

Signature of Owner: _____



Contact Person: Dsmith@mywinterhaven.com

Contact Person's Telephone: 863-298-2277 **E-mailAddress:** Dsmith@mywinterhaven.com

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

3. Please check one of the following:

- New construction.
- Addition to a building or facility.
- Alteration to an existing building or facility.
- Historical preservation (addition).
- Historical preservation (alteration).

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

The building will be a new two story of 12,476 sq ft fire station. A fire station is operational 24 hours a day, 7 days a week and it occupants are firefighters as defined by and meeting with requirements of Florida Statue 633.30-633.35.

5. Project Construction Cost (Provide cost for new construction, the addition or the alteration): \$2,900,000.00

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

Under Design Under Construction*

In Plan Review Completed*

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

Denial by the Building Official of Winter Haven

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

Issue

1: Florida Statutes Title XXXIII Regulation of Trade, Commerce, Investments and Solicitations Chapter 553 Part II Accessibility by Handicapped Persons Section 553.503, FL Statutes that state “This code shall apply to State and Local Governmental Facilities”

Issue

2: Florida Statutes Title XXXIII Regulation of Trade Commerce, Investments, and Solicitations Chapter 553 Part II Accessibility by Handicapped Persons Section 553.504 Exceptions to applicability of the guidelines (12) a-c

Issue

3: Chapter 11 Florida Accessibility Code for Building Construction Part A 11-4 Accessible Elements and Spaces: Scope Technical Requirements 11-4.1.2(6). 11-4.10 Elevators, 11-4.22 Toilet Rooms, 11-4.23 bathrooms, bathing facilities and shower rooms.

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

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

The hardship is a result of a condition that is not accounted for under the code. A fire station is a facility used mainly to house firefighting equipment and firefighters. The minimum requirements to qualify as Florida Statue 633.30-633.35, govern a firefighter. Under these sections there is a requirement that a firefighter be in good physical condition as outlined by the National Fire Protection Association “NFPA” standard 1582. Not Under any circumstances would an individual with a disability be qualified to be a firefighter. Therefore, making the requirement of the accessibility code impractical for the areas in the fire station that would not be open to the public.

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

_____ Please see the attached cost estimates

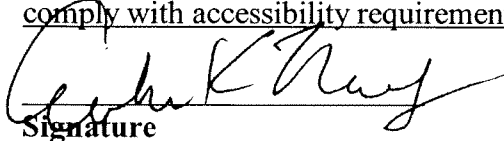
[] The owner has made a **diligent investigation** into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

9. Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates. For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.

- a. See attached bid from McCree General Contractors with three bids for similar two stop elevator.
- b. Toilet Accessories \$375.00
- c. McCree General Contractors estimate also includes structure and electrical for the elevator shaft.

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

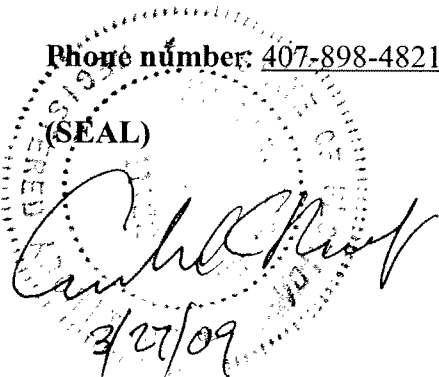
The following comments to pertain to: 1) New Fire Station #1 at 674 Highway17N Winter Haven, Florida. As per Federal Register 28 CFR part 3.5 section 35.151 and 36 CFR part 1191. The Department of Justice's Title II Regulations give state and local governments the option of choosing between designing constructing or/and altering their facilities in conformance with UFAS or with ADDAG. We choose to use UFAS which includes an occupancy classification section that is not included in the ADA. This section 4.1.4(5) deals with fire stations and states that the application of the code should apply to: "All areas for which the Intended Use will require Public Access or which result in employment of Physically Handicapped Persons." Based on this we contend that the bathrooms and sleeping quarters for the firefighters do not need to comply with accessibility requirements and do not need to provide elevators.


Signature

Andrew K. Ness Jr. FL. # AR 11122
Printed Name

Phone number: 407-898-4821

(SEAL)



McCree

GENERAL CONTRACTORS, INC.

Project: Winter Haven Fire Safety Complex

Date: 3/26/2009

Elevator Add

Project Number: 08-307-30

Coordinator: RTM

Estimator: sws

Unit

DIVISION	ITEM	BUILDING	SITWORK	BUILDING	SITWORK
01-013-01	PROJECT SUPERVISION			\$0.00	\$0.00
01-014-51	TESTING LAB SERVICES			\$0.00	\$0.00
01-015-01	GENERAL CONDITIONS	1,650.00		\$0.00	\$0.00
01-019-01	TERMITE TREATMENT			\$0.00	\$0.00
02-020-50	SITWORK COMPLETE			\$0.00	\$0.00
02-028-01	IRRIGATION			\$0.00	\$0.00
02-029-01	LANDSCAPING			\$0.00	\$0.00
03-032-10	REINFORCING STEEL			\$0.00	\$0.00
03-033-20	CONCRETE FLATWORK	1,866.00		\$0.00	\$0.00
03-033-10	STRUCTURAL CONCRETE			\$0.00	\$0.00
03-034-01	PRECAST CONCRETE	3,600.00		\$0.00	\$0.00
03-034-01	PRECAST STAIRS			\$0.00	\$0.00
03-035-20	INSULATIVE ROOF DECK			\$0.00	\$0.00
04-040-01	MASONRY			\$0.00	\$0.00
05-051-01	STRUCTURAL STEEL	575.00		\$0.00	\$0.00
05-055-01	MISCELLANEOUS STEEL (Roof Trusses)	2,554.00		\$0.00	\$0.00
06-061-01	ROUGH CARPENTRY			\$0.00	\$0.00
06-061-16	DEMOLITION			\$0.00	\$0.00
06-062-00	FINISH CARPENTRY			\$0.00	\$0.00
06-063-01	STRUCTURAL CARPENTRY			\$0.00	\$0.00
06-064-01	MILLWORK/LOCKERS			\$0.00	\$0.00
07-071-01	DAMPROOFING AND CAULKING			\$0.00	\$0.00
07-072-01	INSULATION-Fireproofing			\$0.00	\$0.00
07-073-01	ROOFING AND SHEET METAL	1,300.00		\$0.00	\$0.00
08-082-01	DOORS AND FRAMES AND HARDWARE			\$0.00	\$0.00
08-084-10	ENTRANCES STORE FRONT			\$0.00	\$0.00
08-088-01	GLASS AND GLAZING			\$0.00	\$0.00
09-092-01	DRYWALL, METAL STUDS & STUCCO	1,735.00		\$0.00	\$0.00
09-093-01	HARD TILE			\$0.00	\$0.00
09-095-10	ACOUSTICAL CEILING			\$0.00	\$0.00
09-096-01	FLOOR COVERING	385.00		\$0.00	\$0.00
09-099-01	PAINTING AND WALLCOVERING			\$0.00	\$0.00
10-101-01	SPECIALTIES	375.00		\$0.00	\$0.00
11-110-01	EQUIPMENT			\$0.00	\$0.00
12-124-01	FURNISHINGS			\$0.00	\$0.00
13-130-01	SPECIAL CONSTRUCTION			\$0.00	\$0.00
14-140-01	CONVEYING SYSTEMS	53,975.00		\$0.00	\$0.00
15-154-01	PLUMBING			\$0.00	\$0.00
15-155-01	FIRE PROTECTION			\$0.00	\$0.00
15-155-01	FIRE PROTECTION SITE			\$0.00	\$0.00
15-157-01	H.V.A.C.			\$0.00	\$0.00
16-160-01	ELECTRICAL	16,500.00		\$0.00	\$0.00
16-160-50	FIRE ALARM SYSTEMS	725.00		\$0.00	\$0.00
50-500-50	CONTINGENCIES	0.00%	0.00	0.00	\$0.00
	SUBTOTAL		85,240.00	0.00	\$0.00
60-000-00	CONTRACTOR'S FEE	0.00%	0.00	0.00	\$0.00
	CONSTRUCTION COST		85,240.00	0.00	\$0.00
70-000-00	PERFORMANCE/PAYMENT BOND	1.00%	0.00		\$0.00
	TOTAL CONSTRUCTION COST		\$85,240.00		\$0.00
90-000-00	ARCHITECTURE & ENGINEERING		\$0.00		\$0.00
80-000-00	PERMIT AND IMPACT FEES				\$0.00
	TOTAL PROJECT COST		\$85,240.00		\$0.00

** Elevator bids attached for similar project within last 9 months

JOB SPECIFIC CLARIFICATIONS

1. Submittals handled in TKE's normal manner and to contain information, samples, and dimensions typical to a standard TKE approval package.
2. Our proposal based upon using our standard equipment and contractor/engineer/architect providing space requirements, designing proper power feed, and designing structure to carry loads required for our equipment, including pits, overheads, machine rooms, and hoistways.
3. Hoisting, cutting, patching, grouting, caulking, fireproofing, waterproofing of pit, hoist beam, rail bracket support, finished flooring by others.
4. Proposal based upon all work being completed during the normal working hours of the elevator trade as determined by the IUEC.
5. Proposal does not include provisions for International Building Code. Please contact for details.
6. Proposal assumes all work to be completed before end of calendar year 2010.
7. Proposal assumes a deposit of 35% will be received within 30 days of contract execution and retainage to be reduced to 5% before turnover.
8. Proposal is including a speed of 110 feet per minute power unit due to minimal net travel.
9. Proposal includes an elevator which requires a clear overhead of 12'-8".
10. Proposal includes an elevator which requires a clear inside hoistway of 7'-4" X 10'-9 1/4".

DESCRIPTION OF EQUIPMENT

ELEVATOR DESCRIPTION: OILDRAULIC PASSENGER ELEVATOR #1

CONTROL: TAC 20

CAPACITY / SPEED 4500# / 110 FPM

DRIVE: HOLE-LESS - TWIN POST TELESCOPIC

CAR SIZE: PLATFORM: 6' 0" X 9' 5 3/4"

CAR INSIDE CLEAR: 5' 8" X 7' 10" ^{10' 9"}

HOISTWAY: MINIMUM CLEARANCE: 7' 4" X 10' 9 1/4"

PIT DEPTH: 4' 0"

OVERHEAD CLEAR MINIMUM: 12' 8"

TRAVEL: 13' 4"

POWER SUPPLY: VERIFYVOLT, 3 PHASE FOR A 40 HP MOTOR

MACHINE / CONTROL LOCATION: ADJACENT @ FIRST FLOOR 20 FT.

STOPS / OPENINGS: 2 STOPS / 4 OPENINGS

HOISTWAY DOOR TYPE, SIZE: 4' 0" X 7' 0", TWO SPEED, FRAME: BAKED ENAMEL
DOOR: BAKED ENAMEL

SILL: EXTRUDED ALUMINUM

DOOR OPERATION: MICRO-PROCESSOR CONTROLLED, DC CONTROLLED

SIGNALS: THYSSENKRUPP AURORA FIXTURES: MAIN CAR STATION WITH
DISCRETE POSITION INDICATOR, AND BRAILLE MARKINGS.
CAR RIDING LANTERN,

CAR ENCLOSURE: TKLP- FLAT LAMINATE WALLS ON PARTICLE BOARD
FRONT & TRANSOM: #4 STAINLESS WITH INTEGRAL SWING RETURN
CAR DOOR: BAKED ENAMEL
CEILING: SUSPENDED WITH PLASTIC GRID DIFFUSER
CEILING FINISH AND LIGHTING: BAKED ENAMEL FRAME, FLOURESCENT
SILL: EXTRUDED ALUMINUM
HANDRAILS:#4 STAINLESS, 2" BAR ON SIDE WALL ONLY

TELEPHONE: INTEGRAL ADA PHONE INCLUDED, WIRING TO THE MACHINE ROOM BY OTHERS

ACCESSORIES: TWO SPEED EXHAUST FAN, LOW OIL PROTECTIVE DEVICE, FIREMANS CONTROL, ISOLATION
COUPLINGS, STAND BY POWER, INDEPENDENT SERVICE, PIT LADDER, SILL ANGLE SUPPORTS,
MICROLITE 40 BEAM PASSENGER SENSING DEVICE,

MAINTENANCE 3 MONTHS PREVENTATIVE MAINTENANCE

MISCELLANEOUS INFORMATION: STANDARD CAB HEIGHT AND FINISHES

WORK NOT INCLUDED

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. Dewatering of 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 degrees Fahrenheit minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. A hoist beam with a capacity of 5,000 lbs suitably located. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, 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 jobsite, you will monitor our work place and prior to and during our manning of the job, you 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, lead or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). The Contractor agrees to indemnify, defend and hold us harmless from any OSHA citations we may receive as a result of contractor's non-compliance with OSHA standards. Proper trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting 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 main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC. 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.

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 room for emergency power purposes is to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. 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.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor 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.

The contractor agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

All existing equipment removed by company shall become the exclusive property of company.

HYDRAULICS ONLY

A 30" X 30" blockout, or as otherwise indicated on shop drawings, in pit floor for jack hole properly located from building lines (if pit not installed) with adequate ingress and egress for mobile well drilling equipment. Access to pressurized water supply within 100 feet of hole (To be field coordinated). Removal of all dirt and debris accumulated during excavation of the jack hole to be by the General Contractor. Grouting and water proofing of blockout after jack is installed.

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

Should unusual conditions be encountered during excavation of jack hole, contractor will be notified immediately and written authorization to proceed shall be obtained by Subcontractor. The contract price shall be increased by the amount of additional labor at Subcontractor's usual billing rates, and the actual cost of any additional material plus 15%.

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ATLANTIC COAST ELEVATOR, INC

3241 Old Winter Garden Rd STE 26

Orlando, FL 32805

ph 407.409.8581

fx 407.295.7604

t.isaacs@earthlink.net



"MOVING PEOPLE INTO THE FUTURE"™

Physicians Assoc.

PROPOSAL

FOR



TO



Chet Dlugokinski

500 E. Princeton Street, Orlando, Florida 32803

Phone: 407-898-4821 • Fax: 407-896-8763

chet.dlugokinski@mccree.com

SECTION 1400 SPECIFICATIONS
SCOPE

Provide elevator(s) complete as described herein and as shown on drawings and as furnished and installed by ATLANTIC COAST ELEVATOR, INC.

References to a device or part herein referred to in singular, shall apply to number required to complete installation.

WORK BY OTHERS

Furnish a proper and legal hoistway, machine room, proper lighting, ventilation, access, pit sumps, pit ladder and sill supports when applicable, floors, and foundation, concrete around cylinder. Provide suitable supports for all required loads and brackets. For multi hoistways provide suitable I-beams to divide hoistways and for guide rail support. For over the top installation furnish roof cab for crane lift. Power supply to machine and controller terminals including that required for machine room, when and where directed by elevator contractor.

Hoistway walls are to be designed and constructed in accordance with the required fire rating including where penetrated by elevator fixture boxes and to include adequate fastening to hoistway entrance assemblies. Front entrance walls, at all landings, are not to be constructed until after all elevator material is located in the hoistway. If front walls are poured concrete bearing walls, rough openings are to be provided to accept entrance frames and filled in after frames are set. Rough opening size to suit elevator contractor.

All cutting, patching necessary to receive elevator equipment, provide necessary waterproofing.

Provide smoke/heat detectors; shunt trip/fire lights as required by Fire Marshall, telephone or other 2-way communication. Compliance with latest edition 4A-47, Uniform Fire Safety Standards.

Provide ventilation/heat/cooling as necessary to maintain machine room temperature at 70 F and 80 F.

Perimeter and removable type barricades with kick boards in compliance with OSHA.

Finished floor covering not part of this contract

SHOP DRAWINGS

Elevator contractor shall furnish shop drawings showing arrangement of equipment. Shop drawings shall be approved before any work may proceed.

PERMITS AND SALES TAX

Elevator contractor shall furnish necessary permits in conjunction with his work, including applicable sales taxes.

TEMPORARY USE

Elevators shall not be used for construction purposes during the construction period without written permission from architect or owner. User agrees to sign an acceptance form bound by the conditions and terms of the elevator contractor.



WARRANTY INSPECTIONS AND PROBLEM CALL BACK.

Provide SITE INSPECTIONS and PROBLEM VISITS for **twelve (12) month(s)** from date of substantial completion, consisting of systematic inspections by installer's competent personnel, necessary adjustments, lubrication, cleaning and replacements of parts. Work shall be done during regular working hours and days of the elevator company, except for release of persons during an emergency. Renewal or repair necessitated by misuse, negligence or other conditions beyond installer's control are not included during this maintenance. The installer shall warrant equipment installed by him under these specifications against defects in material and workmanship and will cover any defects not caused by ordinary wear, tear or improper use or care of equipment. The elevator contractor will not correct, without charge, breakage, maladjustments or other problems, due to misuse, abuse, improper and inadequate maintenance, or any other causes beyond elevator company's control.

SYSTEM DESCRIPTION

Quantity / Type:	One (1) Holed Passenger Type Elevator(s)
Rated Net Capacity:	4500#
Speed:	100 FPM approx
Travel Distance (Nominal):	13'-4" approximate
Number of Stops:	Two (2) (12'-6" Min overhead required from second floor landing to underside of hoist beam.)
Number of Openings:	Two (2) Front: Two (2) Rear: Two (2)
Platform Size (Nominal):	6'- 0" wide x 9'-1" deep (MIN Hoistway required of 7'-5" w x 9'-11" d <u>Minimum</u> Clear Inside)
Hoistway Entrances:	
Size:	4'-0" wide x 7'- 0" high
(Type/Operation:	Two Speed Side Slide
Power Supply:	208 volt 3 ph 60 cycle <u>40 HP locked rotor 121amps full load 624 amps</u>
Signals:	Car Position Indicator Hall Position Indicator Hall Call Register Button Car Lantern with Gong
Special Features:	Braille & Handicapped Features; Chapter 399 FL Statutes <u>Passenger Electronic Sensing EDGE Device on car door</u> SPECIAL ADA TELEPHONE DEVICE IN CAR STATION PANEL Fire Control Pit ladder & sill angles Electronic Soft Start for power savings.

CAB

Shall be of standard design and finishes as described below:

Walls:	Plastic Laminate
Ceiling:	Luminous Dropped lighting panels
Return Panels:	# 4 Stainless Steel
Car Door:	#4 Stainless Steel
Base:	Standard
Handrail(s):	#4 Stainless Steel; Quantity (2)

HOISTWAY ENTRANCES

Hoistway entrances shall be per ANSI A17.1 code, of the hollow metal horizontal sliding type. Each entrance will have a clear opening 48" wide by 84" high. The entrances will include unit frames, flush design door panels, sight guards, extruded aluminum sills, strut angles, headers, hanger covers, facial plates, toeguards, dust covers, and necessary hardware.

Finish will be as follows:

Frames:	Brushed Stainless
Door Panels:	Brushed Stainless

Facias, hanger covers, toe guards and dust covers will have manufacturer's standard finish. Structural members will have prime coat finish.

Sills, struts, headers, hanger covers and unit frames will be erected prior to the erection of rough walls and set in proper relation to the car guide rails. Door panels will be installed after the walls are finished.

GUIDE RAILS

Guide rails of planed steel tees plumbed and securely fastened to the hoistway supports (by others) with heavy steel brackets. Bracket spacing should be as outlined in the ANSI A17.1 code.

GUIDE SHOES

Provide guide shoes of proper design to meet the requirements for capacity and speed.

BUFFERS

Buffers shall be designed for the loads specified and attached to pit floor.

PLATFORM AND SLING

The platform shall have a fabricated frame of formed and structural steel shapes, rigidly welded. Finish floor covering shall be provided on top of platform by others. The underside of platform will be fireproofed. The sling shall consist of heavy steel channel stiles affixed to steel crosshead and bolster removing all strain from car enclosure.

INTERLOCKS

Each hoistway entrance shall be equipped with an approved interlock tested and approved by code. The interlock shall prevent operation of car away from loading until doors are locked in close position as defined by ANSI

A17.1 code and shall prevent opening unless car is at rest at a landing or in the leveling zone and stopping at a landing.

HOISTWAY DOOR UNLOCKING DEVICE

Hoistway door unlocking devices shall be provided to permit access to hoistway by authorized persons when car is away from landing, as required by ASME A17.1 2004 Code with 2005 supplement.

CYLINDER

Cylinder of machined steel pipe with a steel flange at upper end and a bulkhead weld at lower end. The cylinder will be provided with suitable steel fitting for connection to oil line.

PLUNGER

Plunger will be accurately ground and polished steel pipe. The bottom of the plunger shall have a steel disc welded in place to prevent the piston leaving the cylinder.

EXCAVATION (if Applicable)

The hole shall be excavated to accommodate the plunger and cylinder. The elevator contractor shall include the cost of drilling this hole based on encountering soil free from rock, boulders, sand, flowing water, underground caves or any other obstruction. If such obstructions are encountered, the elevator contractor will be reimbursed for additional labor and material as required.

POWER UNIT

The pump shall be especially designed and manufactured for oil-hydraulic elevator service. It shall be of the positive displacement type, inherently designed for steady discharge with minimum pulsations to give smooth and quiet operation. Output of pump shall not vary more than 10% between no load and full load on the elevator car. The entire unit shall be mounted on vibration dampeners, isolating the unit from the structure. Motor shall be especially designed for oil-hydraulic elevator service, of standard manufacture, and of duty rating of 80 starts per hour.

HYDRAULIC MUFFLER

Designed to reduce pulsation and noise, which may be present in the flow of hydraulic fluid. Muffler will be installed in oil line adjacent to power unit.

CONTROLLER ***** (Non-Proprietary) ***** CONCEPT

System is a computerized dispatching controller, which provides the most efficient elevator service possible. Specifically designed to enhance the elevator performance in occupied buildings, providing major improvements in all aspects of operation. The result of the application of computer-age technology to elevator operation is the complete transformation of the character of the building. The system provides major improvements in:

Time Savings: Service which takes the passengers from where they want to be in a minimum of time.

Real-time Control: Microprocessor control which continuously monitors the calls and requirements of the building and instantaneously commands the operation of the elevators to meet those needs.

Flexibility: Simple in-field reprogramming to meet the changing of the building.

Energy: Programming which minimizes the consumption of energy.

Self Monitoring: A system that knows when something has failed and is able to report that failure for correction.

Quick Repair: Indicator lights on all signals, modular construction and plug-in replacement of all components speed repair.

Excellent Support: Built by a manufacturer who provides the highest level of support to ensure optimum performance of the control system for the customer.

SOFTWARE

State-of-the-art programming and software is the heart of the system. The software program directs the computer equipment. By the use of sound engineering practices and methods developed over the years we know exactly what is required of a dispatching system. We know the methods needed to handle up-peak, down-peak, balanced traffic, light duty traffic and energy savings.

The goal of the software is to ensure that the best car answers each and every hall call. All hall calls and the status of each car including car calls, position, arrow, door position, motor generator or drive control status are monitored continuously. Through this continuous monitoring, we are able to make the most effective assignment each and every moment the system is in operation. The results in achieving an absolute minimum waiting time or, in the case of energy savings, to produce an acceptable level of waiting time with an absolute minimum of energy usage.

1.1 General Information

The dispatching is based on an advanced microprocessor computer system that continuously scans and analyzes the elevator's changing position, condition and workload. It computes the potential arrival of every car in REAL CONDITION: it assigns and reassigns hall calls to the car.

2.1 Description

The individual car controller and the dispatch controller have the following:

- a. I/O Cluster: All input/output signals are fused and isolated. The latching circuitry (outputs) has a fail-safe design, which turns off all the outputs in the event of a processor malfunction.
- b. Power Supplies: They all have short-circuit protection with current limit. For high efficiency and brownout protection, a switching type power supply powers the computer chassis.
- c. Frame: All assemblies, power supplies, chassis, switches, relays and other items are securely mounted on a substantial, self supporting steel frame (RETMA). Controller doors and side panels can be easily removed.

OPERATION OF ELEVATOR (S) UNDER FIRE OR OTHER EMERGENCY CONDITIONS

SENSING DEVICE (by others if required)

Heat and smoke or products of combustion sensing devices will be installed in accordance with NFPA No. 72D in each elevator lobby at each floor. The activation of a sensing device in any elevator lobby will cause all cars that serve that lobby to return non-stop to the main floor or designated alternate floor. The key operated switch at the main floor (previously described under "Key Operated Switch at Main Floor") when turned to the by-pass position will restore normal service independent of the sensing devices.

Sensing devices and wiring from sensing devices will be furnished and installed by others and is not part of this agreement.

KEY OPERATED SWITCH AT MAIN FLOOR/FIRE SERVICE PHASE I

A key operated switch will be provided at the main floor closest to grade level for each single elevator or each group of elevators in one common bank. They key will be removable in the "on" or "off" positions. When the switch is in the "on" position, all elevators controlled by this switch and which are on automatic service will return non-stop to the main floor, and the doors will open and remain open

KEY OPERATED SWITCH IN CAR (S)/FIRE SERVICE PHASE II

A two position, on and off, key operated switch will be provided in the operating panel in each car, effective only when the main floor key-operated switch (previously described) is in the "on" position (or, when heat and smoke sensing devices are also furnished, a sensor has been activated) and the car has returned to the main floor. The key is removable only in the "off" position and when in the "on" position, it will place the elevator on emergency service.

The operation of the elevators on emergency service will be as follows:

- a. An elevator will be operable only by a person in the elevator.
- b. Elevators will not respond to elevator corridor calls.
- c. The opening of doors will be by continuous pressure on "open" button. If the button is released prior to the doors reaching the fully open position, the doors will automatically reclose. Open doors will be closed by either registration of a car call or by pressure on "Door Close" button.
- d. When elevator operation includes independent service, special hospital service or other similar service (including inspection service), the attendant operating the car during such special service will be given both a visual and audible signal actuated by the key operated switch at the main floor to alert the attendant to return nonstop to the main floor.

VALVE

Control valves including safety check valve, up direction valve with high-pressure relief including up leveling feature will be mounted in a compact unit assembly. Control valves will be solenoid operated and designed to open and close gradually to give smooth control. All valves will be readily accessible for adjustment and have emergency manual lowering features.

AUTOMATIC TWO-WAY LEVELING

An automatic two-way leveling device will be provided so that the car will approach landing stops at reduced speed from either direction of travel. The leveling device will, within its zone, be entirely independent of the operating device and is designed to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

FAILURE PROTECTION

The electrical control circuit shall be designed so that if a malfunction should occur, due to a motor starter failure, oil becoming low in the system, or the car failing to reach a landing in the up direction within a predetermined time, the elevator car will automatically descend to the lowest terminal landing.

If power operated doors are used, the doors will automatically open when the car reaches that landing to allow passengers to depart. The doors will then automatically close and all control buttons except the "door open" button in the car station, shall be made inoperative.

The malfunction should then be corrected and the elevator placed back in service through the mainline disconnect switch.

CAR OPERATING DEVICE

The operating panel in each car will be flush mounted and will contain the following:

1. Buttons numbered to correspond to the floors served registering car stops.
2. Alarm bell button.
3. Keyed switch for light.
4. Keyed switch for fan.
5. Door open button for stopping the closing motion of the doors and causing them to return automatically to the open position.
6. Door close button.
7. Buttons will be light-up type.

CORRIDOR BUTTONS

A riser of surface mounted buttons will be provided. A single button will be furnished at each terminal and up-down buttons at all intermediate landings.

CAR TOP INSPECTION STATION

A car top inspection station with an "emergency stop" switch and with constant pressure "up-down" direction buttons shall make the normal operating devices inoperative and give the inspector complete control of the elevator.

EMERGENCY LIGHTING

Provide emergency light for elevator. Lights shall be located in front return of cab and shall be automatically turned on not more than ten (10) seconds after normal lighting power failure. Emergency lighting units shall meet ANSI A17.1 code requirements.

ELECTRONIC PASSENGER SENSING DEVICE

Electronic Detector EDGE Device designed to operate as described below shall be provided at the entrance of the elevator car

After a stop is made, the doors shall remain open as long as the electronic detector senses the presence of a passenger or object in the door opening. If a passenger or object is detected during normal closing operation, the doors will immediately stop and re-open. Closing will be initiated after the passenger or object has moved from the opening. The circuitry will be arranged to deactivate the electronic detectors should they fail to operate.

GENERAL PROVISIONS

There shall be no back charges of any kind unless specifically agreed to by ATLANTIC COAST ELEVATOR, INC in writing separately and apart from this contract.

Purchaser/Contractor will indemnify and hold ATLANTIC COAST ELEVATOR, INC, harmless against all claims for damage to property or injury to persons other than ATLANTIC COAST ELEVATOR, INC employees.

ATLANTIC COAST ELEVATOR, INC shall not be liable for any loss, damage or delay to persons or property caused by acts of government, accidents, strikes, lockouts, or by any reason or other cause which is unavoidable or beyond its reasonable control, or in any event for consequential damages. Acceptance of the elevator by Purchaser shall constitute waiver of all claims for loss or damage due to delay.

Purchaser/Contractor will be responsible for furnishing at no cost to ATLANTIC COAST ELEVATOR, INC, Inc., all temporary facilities including but not limited to; removal, accessible and adequate storage area, perimeter and barricade protection in compliance with OSHA.

ATLANTIC COAST ELEVATOR, INC shall be afforded an opportunity to establish the activities and working time necessary to perform and complete work under this agreement. In the event a schedule of progress is approved without our input, it is agreed that we shall at all time have reasonable and sufficient time within which to complete the phases of work as they may occur.

Purchaser/Contractor shall be responsible for providing within said schedule reasonable time in proper sequence of the performance of the ATLANTIC COAST ELEVATOR, INC Work's work.

The Purchaser/Owner shall make no demands for liquidated damages in accordance with this agreement, and in no case for delays or causes arising outside the scope of this agreement or for which other Subcontractors are responsible.

Should Purchaser/Contractor wish to terminate this agreement for any reason than all work performed, materials either delivered, purchased or ordered but not used, loss of anticipated profits, shall be due and payable at once.

Owner/Contractor represents walls and floors are structurally sound for the purpose of drilling and installation of elevators, and hereby indemnify and hold ATLANTIC COAST ELEVATOR, INC harmless.

Owner/Contractor acknowledges receipt of \$10.00 for above indemnification.

The Contractor further assumes all duties to the subcontractor that the Owner has assumed to the Contractor under the contract documents.

No provision of this agreement shall serve to void the Seller's entitlement to payment for properly performed work or suitably stored materials.

Lead-time to receive rough-in material will be approximately 10-12 weeks per elevator from date of approved shop drawings.

General Contractor / Owner to provide 3 ph. Power 3 weeks to elevator at start of our work.

The cost of drilling is based on encountering soil free from rock, boulders, underground caves or any other obstruction. If such obstructions are encountered, the elevator contractor will be reimbursed for additional labor and material required.

General Contractor is to pay for any re-inspections that are required due to failure of compliance by others.

Our products are offered based on our interpretation of published ADA materials. However, because ADA often requires judgments based on individual circumstances in each building, and because others are the final authority on all matters regarding ADA enforcement, ATLANTIC COAST ELEVATOR, INC Work swill not be held responsible for any misinterpretation of ADA, noncompliance of products or components, or any action you may take or refrain from taking based on all information supplied to you.

TEMPORARY USE

If you or your representative uses the elevator for temporary service, you will provide a competent operator for the running of the temporary platform enclosures, assume all liability for care and operation of the elevator in an uncompleted condition, and return the elevator to us in the same condition in which it was received. We are to be reimbursed for any expense that may be required in cleaning, adjusting, overhauling, or repairing the elevator during or after such use. A temporary acceptance shall be signed at our request.

Under no circumstances does ATLANTIC COAST ELEVATOR, INC waive its right to payments for extra work performed pursuant to instruction verbal or written from purchaser or his agent.

ATLANTIC COAST ELEVATOR, INC is not responsible for damage to elevator installation caused by other trades or persons.

All materials on the job site shall be fully insured by the Contractor against fire, flood, storm, theft, and/or vandalism.

TERMS OF PAYMENT

ATLANTIC COAST ELEVATOR, INC shall submit requisitions for payment for value of the materials delivered to jobsite and or labor performed and may include material stored at our plant, which is not deliverable due to delays caused by contractor. Payment is due within 10 days of invoice date.

We reserve the right to discontinue our work at anytime until all payments shall have been made as agreed, and we have assurance satisfactory to us that subsequent payment payments will be made as they fall due. Should we be delayed by any reason or default on the part of the Purchaser in the terms and conditions of this contract, the entire amount less payments theretofore made shall become due and bear interest at the full legal rate and all costs of collection including attorney fees.

The final payment is due upon completion of the elevator work. Retainage, if any, shall be no more than 5% and shall be due upon 10 days after state elevator inspection date or bear interest at 2% per month until paid. All sums not paid when due shall bear interest at the rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable attorneys' fees, shall be paid by Buyer. Any claim, dispute or other matter in question between ATLANTIC COAST ELEVATOR, INC, Inc. and the Purchaser relating to the Agreement shall be governed by the laws of the state of Florida. Any suit or action between ATLANTIC COAST ELEVATOR, INC, Inc., and Purchaser relating to or arising out of the Agreement shall be brought in the appropriate county, state, or federal court in Orange County, Florida. All unsettled claims and disputes between ATLANTIC COAST ELEVATOR, INC, Inc., and Purchaser arising out of or related to this Agreement shall be subject to litigation; then the Purchaser hereby agrees to arbitration upon written demand by ATLANTIC COAST ELEVATOR, INC, Inc. Any such arbitration shall be binding upon the parties and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it is in accordance with applicable law. Any arbitration shall be conducted in accordance with the arbitration rules of the American Arbitration Association currently in effect.

Nothing in this agreement shall serve to void ATLANTIC COAST ELEVATOR, INC right to file lien or claims on its behalf in the event that any payment to ATLANTIC COAST ELEVATOR, INC is not timely made. The place of venue shall be in Orange County, Florida.

The elevator work shall be considered complete upon certification for use by the Bureau of Elevator Inspection, or acceptance by the Contractor or Owner, or use of the elevators by parties other than ATLANTIC COAST ELEVATOR, INC. In the event the Bureau of Elevator Inspection finds no fault with the elevator work, but withholds certification for any reason not within the responsibility and control of ATLANTIC COAST ELEVATOR, INC then completion shall be considered as the date of inspection by the Bureau including but not limited to 4A-47 Fire Safety Standards.

The elevator equipment and appurtenances thereto shall remain our property, and title thereto vested in us until all payments under the terms of this contract, including deferred payments and any notes or renewals thereof, shall have been fully made.

The elevator/s shall be installed during the period of the construction of the building/s. However, should the building proceed so that the elevators cannot be completed by n/a the unpaid portion of the contract at the time shall be increased by n/a percent.

Where the price of material, equipment, or energy increases significantly during the term of the contract through no fault of ATLANTIC COAST ELEVATOR, INC, the contract sum shall be equitably adjusted by change order. A significant price increase means a change in price from the date of the contract execution to the date of performance by an amount exceeding 2.5 percent. Such price increases shall be documented by vendor quotes, invoices, receipts or other documents of commercial use. Where the delivery of materials, including but not limited to steel, stainless steel, is delayed through no fault of the ATLANTIC COAST ELEVATOR, INC, the owner/contractor shall not hold the ATLANTIC COAST ELEVATOR, INC liable for costs associated with such delay."

This proposal, when accepted by you below and approved by an ATLANTIC COAST ELEVATOR, INC Officer, shall constitute the agreement between the parties, and all prior representations or agreements not incorporated herein are superseded.

If the purchaser's acceptance of this agreement is in the form of a purchase order or AIA Subcontract, the provisions of this agreement shall govern in the event of conflict or omission.

This agreement, if not accepted, is subject to change without notice thirty (30) days from the date submitted.

Terms: Deposit of 25% on acceptance, balance to be progress billing with final balance due at State Elevator Inspection Temporary or Final Certificate of Operation.

PRICE

We propose to furnish and install elevator equipment as covered by these specifications for the sum of Sixty-Five Thousand Dollars (\$65,000.00) Based on machine room ADJACENT to hoistway at Ground Floor level. Based on elevator shop drawings for dimension and clearances for elevator equipment.

Our elevator is non-proprietary meaning that any elevator company is able to work on this equipment, therefore preventing Building Owner from being locked into one company only with long term contract including high escalation clauses; all of which add up to larger revenues for elevator vendor over many years of having Building Owner locked in.

Submitted by: Tom Isaacs
Date Submitted: 10-11-2008

Accepted:

Company _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Accepted:
ATLANTIC COAST ELEVATOR,

Corporate Officer

Date: _____

OTIS ELEVATOR COMPANY

55 West Pines Ave
Orlando, FL 32806
Phone (407) 438-3633 x.31
Fax (407) 438-3584
Email kyle.leist@otis.com



Otis

A United Technologies Company

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October 10, 2008

McCree General Contractors
500 East Princeton Street
Orlando, Florida 32803

E-Mail
robert.marlowe@mccree.com

Attention: Mr. Robert Marlowe
Senior Estimator

Reference: Physicians Associates
Rhinehart Road
Lake Mary, FL
Revised Elevator Proposal

Dear Mr. Marlowe:

We are pleased to offer for your consideration our quotation to furnish and install:

- One (1) Otis Model LVM4500HR Holeless Hydraulic Passenger Elevator, all in accordance with your Architectural Drawings dated September 15, 2008 and the attached revised Exhibit 'A' Proposal Clarifications, the attached Exhibit 'B' Scope of Work and the attached Exhibit 'C' Preparatory Work By Others for the lump sum amount of:

FIFTY SEVEN THOUSAND TWO HUNDRED DOLLARS (\$57,200.00)

A. Clarifications: The above quoted price is predicated on the descriptions, conditions and clarifications stipulated in this proposal, please be sure to review this document in its entirety.

- Our payment terms include 50% of the contract price being paid prior to placement of factory orders. This shall be included as a Schedule of Values line item for design, engineering and material procurement.
- The Subcontract Agreement must be fully executed prior to commencement of any work or placement of factory orders.
- Architects dimensioned plans and specifications were not available for review in preparing this proposal. Please see Exhibit 'B' for a description of the elevator equipment included in this proposal.
- Due to rapidly changing market costs of the materials required to fabricate and deliver elevator equipment, this proposal is good for only 30 days and anticipates that all material shall be shipped prior to December 31, 2008 and the installation completed prior to March 31, 2009. Prior to acceptance of any award Otis reserves the right to review and re-quote the project should this proposal be 30 days old or the shipping date be later than we have estimated.

- Due to market conditions, the availability of elevator installation labor will be in limited supply for the foreseeable future. Prior to acceptance of any award Otis reserves the right to review the project schedule and our labor availability / commitments for the time period in question before acceptance of the award.

B. Included in Price: This proposal includes: design, engineering, approval documents, shop drawings, materials, use tax (in affect as of this date), delivery, installation, permits, final state elevator inspection for each elevator and

- Otis standard Certificate of Insurance.
- We have also included an Owners & Contractors Protective Policy naming those parties as the named insureds in lieu of naming others as additional insureds on our Certificate of Insurance.

Should Performance and Payments Bonds be required please add \$5 per thousand of our bid price

C. Special Work Not Included in the Price: The use of elevator mechanics to operate the elevator(s) or elevator platforms to allow others to do work in the hoistway is not included, should this be required please add \$95 per hour for this service.

D. Elevator Inspection: The final inspection of the elevator installation will be scheduled by Otis with an independent Qualified Elevator Inspector (QEI) when it is determined that the elevator installation and builders work are complete and ready for inspection. Otis includes the cost of that inspection as well as the State required elevator installation permit. Otis will not be responsible for any delays in securing the inspection. Otis has included provisions to be present at one final inspection per elevator only. Should multiple inspections be required due to the deficiencies of others, there will be a re-inspection fee of \$1,200 per unit, per inspection (this does not cover the additional QEI Inspectors fee).

E. Alternate Price:

1. Alternate to change the entrance finish from baked enamel to satin stainless steel for elevator doors and frames. Add the sum of \$1,750 to the base bid.
2. Alternate to delete the hall lanterns at all floors and provide an In-Car Lantern. Deduct the sum of \$650 from the base bid.

Our quotation is based on all work being performed during regular working hours of the elevator trade and assumes for purposes of pricing project completion dates shall be no later than December 31, 2009. Our current manufacturing lead-time for this equipment is Twelve (12) weeks after release of all approvals. This quotation is submitted with the understanding that any contract resulting therefrom will be subject to review and mutual acceptance of all terms and conditions contained herein. The quotation expires after thirty (30) days.

We appreciate the opportunity to submit this quotation and look forward to working with you.

Sincerely,

Kyle Leist

Kyle Leist
Account Manager
Otis Elevator Company

EXHIBIT 'A'
PROPOSAL CLARIFICATIONS

- 1) Our quotation is based upon receipt of a dry hoistway and machine room, complete with three (3) phase power available prior to beginning installation timely receipt of a contract and all approvals and completion of our work no latter than December 31, 2009 .
- 2) Equipment Clarifications:
 - A. A safety/hoisting beam shall be installed by others at the top of each hoistway. Clear overhead beneath this beam shall be at least 12' - 8"
 - B. You shall furnish a crane to hoist cylinder/plungers into the hoistway. In order to comply with the latest pit ladder code requirements, the hoistway & pit shall have minimum pit dimensions of 7'-9" wide X 10'-9" deep.
 - D. You shall trench, back fill & compact for all underground work required for remote oil and or electrical lines form the hoistway(s) to remote machine room(s).
 - E. Adequate rail support must be provided with GWB hoistway construction.
- 3) Subcontract Agreement: This quotation is submitted with the understanding that any contract resulting therefrom will be subject to the above schedule and mutually agreeable terms and conditions.

It is understood that this proposal shall be made part of the contract agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished.

Should this proposal result in a Subcontract Agreement, our acceptance of that Agreement shall be subject to the following clarifications (including Exhibits 'B' Scope of Work and Exhibit 'C' Preparatory Work By Others).

PAYMENT TERMS

- A. Monthly progress payments shall include the value of work performed and materials stored on or off the site; a **payment of 50%** of the contract price is required prior to placement of factory orders.
- B. Standard Otis or AIA billing documents shall be used. Should we agree to use other forms, you shall furnish to us an electronic copy on Excel with all formulas incorporated.
- C. Billing disputes must be resolved with Otis prior to the next billing cycle to be considered.
- D. Retainage shall not exceed 10%, and shall be reduce to 5% upon completion of 50% of the Work.
- E. We must be paid ninety percent (90%) of the contract price before turnover of the elevator equipment.
- F. Final payment shall be due thirty (30) days after final acceptance of the elevator installation.
- G. Our payments shall be contingent on Owner payment to you only to the extent of moneys withheld by the Owner for some deficiency on our part.
- H. Any payment not made when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less, plus reasonable attorney's fees and collection costs.

- I. We agree to provide lien waivers on Otis Standard Forms with respect to work or material for which we have been paid for in full.
- J. Notwithstanding to language in the subcontract to the contrary, you shall make prompt payment to Otis in accordance with the requirements of the "Florida Construction Contract Prompt Payment Law".
- K. Schedule of Values:

Description	Percent of Total Contract Value / Billing Cycle
Design, Engineering & Material Procurement	50% Billed upon award. Due in 30 days or prior to release of factory orders whichever occurs first.
Factory Materials	40% Billed the month before shipment occurs. Due the month material is delivered. Installation will not commence until the material is paid for.
Installation Labor	10% Billed each month as work progresses. General milestones for reference purposes. Additional invoices may occur between these milestones. Unloading Materials.....10% Entrances Installed40% Ready to Adjust & Test:.....45% Adjust & Test5%

CHANGE ORDERS

We will not perform additional work until such time we receive a properly approved change order for an agreed upon price.

PROJECT DELAYS

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot civil commotion, war, malicious mischief or act of God.

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

Notwithstanding any provision in any contact document to the contrary, our acceptance is conditioned on being allowed additional time for performance of the Work due to delays beyond our reasonable control.

Contractor shall provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To this effect, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts, or other labor disputes, shall not constitute a breach of contract or an event of default.

Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond our control as well as the timely furnishing to us of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics, all for our uninterrupted use.

WARRANTY

Our warranty only covers defective material and workmanship, that the guarantee period shall not extend longer than one (1) year from the date of completion of each elevator, (or the work); and that it excludes ordinary wear and tear or improper use, vandalism, abuse, misuse or neglect by others. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INDEMNITY

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit except as provided herein.

OTIS PROVIDED INSURANCE

We agree to provide evidence of insurance coverage in the form of our standard Certificate of Insurance. Otis does not provide certified copies of an insurance policy, waive subrogation rights or name and/or add others as additional insureds. We will, however, provide insurance certificates on request, reflecting coverage's for the project on an occurrence basis in accordance with the coverage limits outlined in the contract documents. All insurance coverage afforded you or others shall terminate upon final acceptance of the work.

If the project is covered by an Owner/Contractor Controlled Insurance Program (OCIP/CCIP), Otis agrees to participate provided it is at no cost to Otis (no deductions will be made from the quoted price) and subject to its review and acceptance of the proposed program. Any obligation of Otis to name others as Additional Insureds shall be for off-site operations only.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

SOFTWARE

All software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. We will supply an owner's manual with instructions on how to operate and maintain this elevator. Otis will not supply any additional information such as internal Otis manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, or other service equipment ("Equipment") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Such Equipment is not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Equipment, including the resident software, at our expense.

TERMINATION

In the event our Agreement is terminated through no fault of ours, we shall be paid for all material furnished, or manufactured, and labor performed up to the date of termination, including a reasonable margin.

The Agreement may be terminated for default provided that we are first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

OCCUPATIONAL HEALTH & SAFETY

We shall agree to abide by your Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

- 4) Mobilization: This proposal is based upon three (3) mobilizations per building. The first is to unload the elevator equipment from the delivery truck and place it into the building. The second is to install and adjust the elevator equipment. The third and final mobilization is to test and turn over the elevator equipment. Should Otis be required to demobilize and leave the job-site due to delays beyond our control which prevent us from completing the installation, there will be an addition to the contract for demobilization and remobilization of \$1,000. In addition, if the elevator equipment is rejected by the State Elevator Inspector for failure on the part of others to complete work that is not our responsibility, Otis will be reimbursed for any fees and labor associated with elevator re-inspection.
- 5) On Site Storage: You shall be responsible for providing suitable on-site storage, approximately 20' x 25' per elevator adjacent to the hoistway on the main access level for the building. We require suitable tractor trailer access to the building for unloading of material and/or rollable access for equipment into the building. If you are not ready to accept delivery of the material on the date the machine room is to be ready, you shall give us sufficient notice of a local point where you will accept delivery, and be responsible for all monthly storage fees. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.
- 7) Housekeeping: Otis employees shall keep our work area in a clean, orderly and safe manner. However, this proposal does not include provisions to contribute to composite type clean up crews.
- 8) Schedule: Submit approval documents – 2 weeks. Place factory orders after receipt of fully complete approval documents – 1 week. Fabrication – 12 weeks, Shipping – 1 week, Installation – 3 weeks after installation start. Please note that we cannot commit labor to the jobsite until all Otis site readiness requirements are met.

EXHIBIT 'B'

SCOPE OF WORK

Quantity & Type: Elevator(s)	One (1) Otis Model LVML4500 HR Holeless Hydraulic Passenger
Capacity & Speed:	4,500lbs. @ 100 FPM
Landings / Openings:	Two (2) landings with two (2) front and two (2) rear openings
Rise:	13' - 4"
Operation :	Otis Elevonic™ 211 control - Simplex Selective Collective with RSR+
Motor Type & HP:	25 HP AC Motor with solid state soft starting.
Power Supply:	208 or 480 Volts A.C., 3 Phase, 60 Hertz
Machine Room:	1st landing adjacent to the hoistway
Clear Car Inside:	5'-8" wide x 7' - 11 3/4" front to back, 7' - 5" clear height
Car Enclosure:	Satin stainless steel car doors and stationary front return; Raised wall panels finished in plastic laminate (Wilson Art Grp.1) Black painted reveals and base ; One set of elevator pads and hooks Handrails: 1/2" X 1 1/2" satin stainless steel on the rear and side walls Ceiling: Aluminum frame with translucent lay in panels Lighting: Fluorescent above ceiling Sill: Extruded aluminum. ADA telephone by Otis in Car Operating Panel (Analog phone line by others) Floor covering: by others , not to exceed 3/8"
Hoistway Entrances:	4'-0" wide X 7' - 0" high, Two Speed Side Slide Opening; Baked Enamel door and frame finish; Bolted Frame arrangement Sill support angles. Extruded aluminum sills.
Signals:	One (1) Otis Series 2 Car Operating Panel Digital car position indicator & floor passing signal Illuminated car & hall buttons Otis Series Five hall signal fixtures with satin stainless steel faceplates. Hall Lanterns at all openings.
Constant Features:	Full Collective Operation Otis™ AT400 "solid state, closed loop, door operator Otis "LAMBDA 2D"™ infrared multi-beam door reversal device Firefighters' Service Phase I and Phase II Handicapped & Braille markings
Additional Features:	Independent Service Pit Ladder(s) Three (3) Owner's Information Manuals and Wiring Diagrams
Warranty:	Twelve (12) months
Maintenance:	Three (3) months with 24 Hour Emergency Service • Includes Otis REM (Remote Elevator Monitoring) requires phone line by others, may share line with cab telephone.
Minimum Hoistway:	7'-7" wide X 10'-9" front to back clear hoistway & pit 4'-0" deep pit, 12' - 8" clear overhead from finish floor at top landing to the underside of the safety/hoisting beam.

EXHIBIT 'C'
PREPARATORY WORK BY OTHERS – HYDRAULIC ELEVATORS

To complete this installation, the following items must be performed or furnished by trades other than Otis Elevator Company in accordance with governing codes. The price and installation schedule of Otis Elevator Company are based on these job-site conditions prevailing at the beginning and during installation of the elevator equipment. These conditions include the following:

All work to be performed per the latest revision of the applicable national ASME A17.1 code and local codes.

General Design Considerations:

1. **FURNISH** adequate rail-bracket supports, bracket spacing as required by governing code (not to exceed 14'-0" vertical spacing), from pit floor to top of hoistway. Adequate backing for rail brackets is to be installed not less than 10'-3" or more than 11'-3" above the top landing. Separator beams where required. Rail-bracket supports like steel or concrete shall not encroach into the clear hoistway line.

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

Proper rail bracket supports (inserts) provided by elevator contractor but installed by others.

2. **FURNISH** a dry pit reinforced to sustain vertical forces on car rails and impact loads on cylinder head(s) and buffer(s). Hoistway, pit and machine room dry and clean. The elevator pit may not have a floor drain/sump pump connected directly to a storm drain or sewer. In the event of an elevator oil leak, oil may enter the floor drain and activate the sump pump resulting in oil being drained or pumped in violation of local, state or federal law. The floor drain or sump pump should lead to a holding tank rather than a sewer or uncontained area. Otis recommends that the owner verify system is in compliance with all applicable laws.
3. **HOISTWAY WALLS** are to be designed and constructed in accordance with the required fire rating including where penetrated by machine-room piping, elevator-fixture boxes, rail-bracket fastenings, etc. Furnish adequate fastening points at the clear hoistway line for hoistway entrance assemblies. **A horizontal (lintel) support must be provided 12" above the clear opening at each landing to support the door frame assembly.** One front-entrance wall, at the main landing, is not to be constructed until after all elevator material is located in the hoistway. Remaining front entrance walls are not to be constructed until after door frames and sills are in place. If front walls are poured concrete bearing walls, rough openings are to be provided to accept entrance frames and filled in after frames are set. Rough opening size to suit Otis Elevator Company requirements.

Section 01040, Coordination

1. **PROVIDE** plumb vertical surfaces for entrance-sill supports, one above the other, and square with the hoistway. Finished floor and grout, if required, between door frames to sill line. A horizontal support is to be provided 1 foot above the clear opening at the top landing to support the door frame assembly.
2. **PROVIDE** any cutting, including cutouts to accommodate machine-room piping, hall-signal fixtures, patching (including firesafing), and painting of walls, floors or partitions together with finish painting of entrance doors and frames, if required.

3. **PROVIDE** suitable on-site storage area for all elevator equipment, with roll-able access to the elevator hoistway at ground level. A suitable storage area is defined as follows:
 - a. Dry and enclosed under a dried in building structure.
 - b. Provide roll-able access to the elevator hoistway at the ground level.
 - c. Is within 100 ft. of the hoistway.
 - d. Is larger than 25 x 20 ft. per elevator

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

4. **PROVIDE** sufficient on-site refuse containers for the proper disposal of elevator packaging material. Should sufficient refuse containers not be provided, disposal of packaging material shall become the responsibility of the owner.

Section 01500, Temporary Facilities and Construction Controls

1. **PROVIDE** a properly framed and enclosed legal hoistway in accordance with all applicable codes. Specifically, provide a hoistway that complies with the following:
 - a. Dry
 - b. Plumb within +1 inch and -0 inches
 - c. Vented as required by governing code authority.
 - d. Roof in place.
 - e. Inserts, embeds or rail fastening installed
 - f. Safety beam in place positioned side to side as shown on Otis layout.
 - g. Otis/OSHA compliant barricades in place.
 - h. Ready for uninterrupted use by Otis.
2. **PROVIDE** all electrical power for lights, tools, hoists, welding, etc., during erection including three (3) phase power of permanent characteristics to operate the elevator during installation.
3. **PROVIDE** for the guarding and protecting the hoistway during construction. The protection of the hoistway shall include solid panels surrounding each hoistway opening at each floor, a minimum of 4'-0" (1219 mm) high. Hoistway guards to be erected, maintained and removed by others.
4. **TEMPORARY USE** of Elevators: Should any elevator be required for use before substantial completion, others shall provide without expense to Otis Elevator Company, if required, temporary car enclosures, requisite guards or other protection for elevator hoistway openings, mainline switch with wiring, necessary power, signaling devices, lights in car and elevator operators together with any other special labor or equipment needed to permit this temporary usage.

Otis Elevator Company shall be reimbursed for any labor and material that is not part of the permanent elevator installation and that is required to provide temporary elevator service. In addition, Otis Elevator Company's temporary acceptance form shall be executed before any elevator is placed in temporary service, and the cost of power and operation, maintenance of the equipment and rehabilitation of equipment shall be paid for by others.

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

Division 2, Earthwork

Not Required

Division 3, Concrete

Not Required

Section 05500, Metal Fabrications

1. **PROVIDE** and install a hoisting beam for a maximum net live load of 5000 lb. Otis requires 2" clear space above the beam. Must be removed by others before car is placed in operation if it infringes on required overhead clearance.
2. **PROVIDE** hoistway divider beams, in multiple elevator hoistways, as required by code and located as shown on Otis shop drawings.
3. **PROVIDE** and install a pit ladder in each elevator pit as required by code and located as coordinated with Otis personnel

Division , Floor Covering

1. **FURNISH** floor covering in each elevator cab. Floor covering not to exceed 3/8" in thickness.

Division 15, Mechanical

1. **PROVIDE** a suitable machine room with legal access and ventilation. The machine room is to be maintained at a temperature between 60°F (15.5°C) and 100°F (37.8°C) to be measured 6 feet (1830 mm) above the floor and 1 foot (305 mm) out from any part of the car controllers, drives and motors. Areas near the heat exhausts of the controllers, drives and motors may be excepted from this requirement. Relative humidity is not to exceed 95% non-condensing.
2. **PROVIDE** a smoke detector system (including status panel), located as required, with wiring from the sensing devices to the controller(s) designated by Otis.
 - a. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.
 - b. For each group of elevators, provide a normally closed contact representing all smoke detectors located in lobbies, hoistways, or machine rooms, but **not** the smoke detector at the designated return landing (see above) or the smoke detectors as described in (1) & (2) below.
 1. If a smoke detector is located in the hoistway at or below the lower of the two recall landings, it shall be wired to activate the same normally closed contact as the smoke detector located in the lobby at the lower of the two recall landings.
 2. If machine rooms are located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landing.
 - c. For a single unit or for a group of elevators having one common machine room and one common hoistway, provide one additional normally closed contact representing all machine room and hoistway smoke detectors.

- d. If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one machine room, provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the machine room for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.
3. If sprinklers are installed in the hoistway, machine room, or machinery spaces, a means to automatically disconnect the main line power supply of the affected elevator prior to the application of water. Smoke detectors shall not be used to activate sprinklers in hoistways, machine rooms, or machinery spaces or to disconnect the main line power supply.

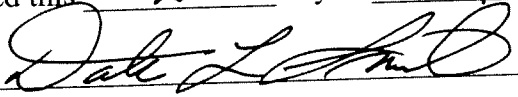
Division 16, Electrical

1. **PROVIDE** all 125 volt, 15 or 20 ampere single phase receptacles installed in pits, machinery spaces and elevator-car tops shall be of ground-fault circuit-interrupter type. All 125 volt, 15 or 20 ampere single-phase receptacles installed in machine rooms shall have ground-fault circuit-interrupter protection [620-85]. A separate single phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection.
2. **PROVIDE** a three (3) phase, electrical-feeder system with a separate equipment grounding conductor terminating in the machine room. Size of the feeders and grounding conductor to suit elevator power characteristics. A fused disconnect switch or circuit breaker for each elevator per the National Electrical Code (ANSI/NFPA 70) with feeder or branch wiring to controller [620-51]. Where practical, the disconnect means shall be located adjacent to the door of the machine room enclosure. A separate 120 volt A.C., 15 ampere single phase branch circuit and SPST fused disconnect switch or circuit breaker, arranged to be locked in the open position, to supply the car lights, receptacles, auxiliary lighting power source and ventilation on each car in compliance with the National Electrical Code. Branch circuit wiring to each controller [620-53]. Suitable light and convenience outlets in machine room with light switches located within 18" of lock jamb side of machine room door and a convenience outlet and light fixture in pit with switch located adjacent to the access door [620-23]. Electric power for lights, tools, hoists, welding, etc., during installation as well as **three (3) phase electric current for installing, starting, testing and adjusting the elevator.**
3. **PROVIDE** a telephone line in conduit to each elevator controller. The telephone line shall be a standard analog business line.
4. **PROVIDE** the disconnecting means required by the National Electrical Code shall be provided with an auxiliary contact with wiring to the controller. The auxiliary contact is to be positively open when the main disconnecting means is open. The auxiliary contact shall cause the ERU power source to be disconnected from its load when the disconnecting means is in the open position. Size of main contacts to suit elevator power characteristics. Heat sensors, when used to automatically disconnect the mainline power supply prior to the application of water from sprinklers, shall be provided with a normally closed contact with wiring from the sensing device to a controller designated by Otis. The normally closed contact shall be closed when the heat sensor is not activated and shall be open when the heat sensor is activated.

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 25th day of MARCH, 20 09


Signature

Dale Smith
Printed Name

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

REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.

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

- a. _____
- 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 _____

Comments/Recommendation _____

Jurisdiction _____

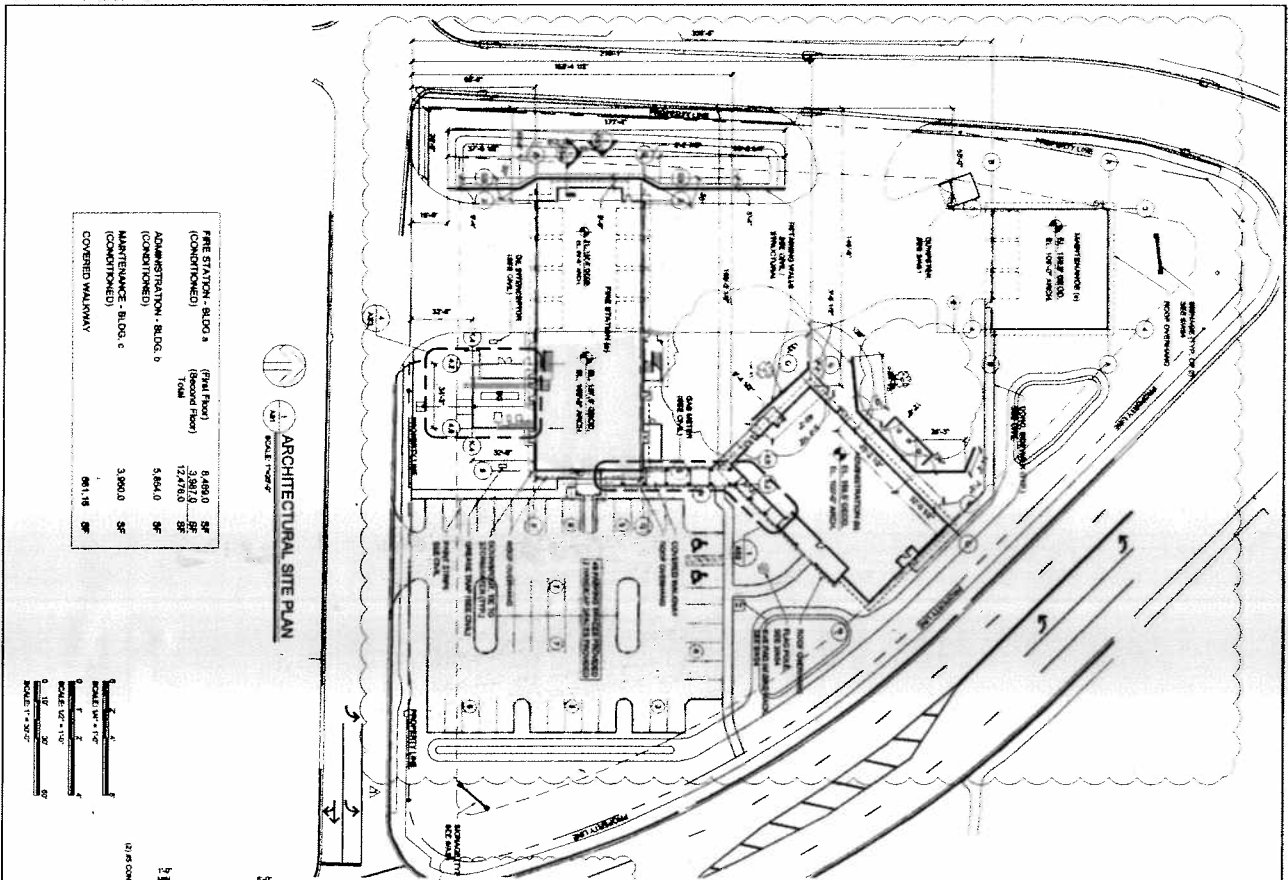
Building Official or Designee R. Randy Albridge
Signature

R. Randy Albridge
Printed Name

BU 80
Certification Number

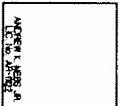
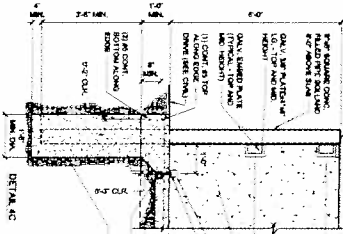
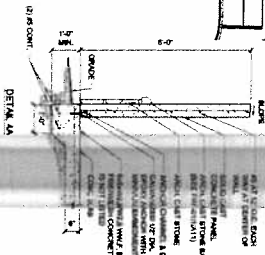
(863)-291-5695
Telephone/FAX

Address: 490 3rd St. Winter Haven, Fl.



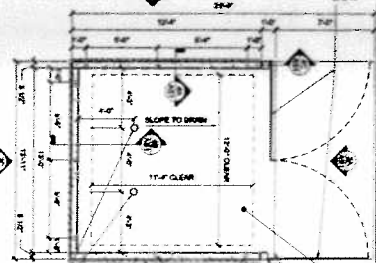
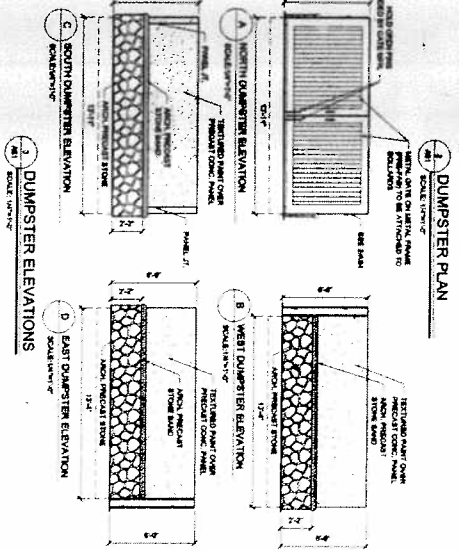
FIRE STATION - BLDG a (First Floor) (CONDITIONED)	6,480.0	SF
FIRE STATION - BLDG b (Second Floor) (CONDITIONED)	3,987.0	SF
ADMINISTRATION - BLDG c (CONDITIONED)	12,785.0	SF
ADMINISTRATION - BLDG d (CONDITIONED)	5,844.0	SF
MAINTENANCE - BLDG e (CONDITIONED)	3,890.0	SF
COVERED WALKWAY	98,118.0	SF
TOTAL	141,084.0	SF

ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"



LEGEND

1	CONCRETE
2	REINFORCED CONCRETE
3	PRECAST CONCRETE
4	INSULATION
5	GLASS
6	STEEL
7	WOOD
8	ASPH/FLT SH
9	MECHANICAL
10	LANDSCAPE



ARCHITECTURAL SITE PLAN AND SITE DETAILS

AS1 WINTER HAVEN FIRE SAFETY COMPLEX
674 Highway 17 North
Winter Haven, FL 33880

DATE	3-23-88	REVISED	08307.2
DATE	3-15-88	DATE	2-23-88
ARCHITECT	ALR	COORDINATOR	RLG
OWNER	VTP	DESIGNER	ALR
FILE	WSPAS-88		

500 E. Princeton St.
Orlando, FL 32803
P.O. Box 547366
Orlando, FL 32854-7366
Phone: 407-898-4423
Fax: 407-866-8763

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McCre
ARCHITECTS & ENGINEERS, INC.

