

USF MARSHALL STUDENT CENTER – REPLACEMENT FACILITY

Issue: Vertical accessibility to all levels of stadium seating.

Analysis: The applicant is requesting a waiver from providing vertical accessibility to all levels of seating in a new, \$48,000,000 student center that has a 488 seat auditorium and a 74 seat student senate chamber. According to the applicant, it is both economically and technically infeasible to provide access to every level in the facility. The code requires that four wheelchair accessible locations are provided in the senate meeting room and eight in the auditorium.

Project Progress:

The project is in plan review.

Items to be Waived:

Vertical accessibility to all levels of seating, 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: USF Marshall Student Center - Replacement Facility

Address: University of South Florida - 4202 East Fowler Ave., CTR 246 Marshall Center,
Tampa, Fl. 33620

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: Gould Evans, PL. John Curran, AIA, Vice President

Applicant's Address: 5405 W. Cypress St., Suite 112, Tampa, FL 33607

Applicant's Telephone: 813.288.0729 FAX: 813.288.0231

Applicant's E-mail Address: John.Curran@gouldevans.com

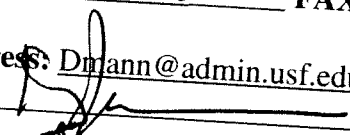
Relationship to Owner: Owner's architect

Owner's Name: University of South Florida - Doug Mann, owner's representative

Owner's Address: 4202 East Fowler Ave.; FPC 110; Tampa, FL 33620-7550

Owner's Telephone: (813) 974-0846 FAX (813) 974-3542

Owner's E-mail Address: Dmann@admin.usf.edu

Signature of Owner: 

Contact Person: John J. Curran, Jr. AIA

Contact Person's Telephone: (813) 288-0729 E-mail Address: John.Curran@GouldEvans.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.)
This 721 seat Auditorium and this 70 seat Student Senate Chamber are part of the replacement student union at USF. The Auditorium will have 488 seats in its main level (accessed from the 2nd floor) and 233 seats in the Balcony level (accessed from the 3rd floor). The Auditorium will include lounge areas, bathrooms and support spaces. The Auditorium will mainly be used for lectures and will have a single screen for occasional movies. The Student Senate Chamber will include the chamber space and a small storage room.

5. Project Construction Cost (Provide cost for new construction, the addition or the alteration): \$48 million

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.

The local Building official has requested that the project be reviewed by the FBC for an accessibility waiver regarding vertical access to all levels of fixed seating in the auditorium and the senate chamber.

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

Issue

1: Section 11-4.1.3(5). Accessible Buildings: New Construction. We request that the requirement to provide vertical accessibility to all rows of seating in the Auditorium and Senate Chamber be waived.

Issue

2: _____

Issue

3: _____

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

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

Strict interpretation of Section 11-4.1.3 requires the owner to provide vertical accessibility to all levels above or below a habitable grade. However we do not believe that this type of building was contemplated by the legislation in the drafting and implementation of the law and that the statute itself would impose a hardship on the applicant that is unique to the situation and more specifically to its use, nor that they meant every level of stadium seating. It is impossible to provide vertical accessibility to each level of stadium seating. This is due to the cost and the requirements of the FACBC and the ADA (They {the seating} shall adjoin an accessible route that also serves as means of egress in case of emergency). This cannot be accomplished in a stadium seating arrangement.

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

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 attachment (A): estimate and description of scope from Ameritech Elevators to the Beck Group.

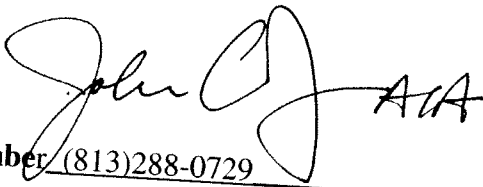
b. _____

c. _____

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.

Access to all seating levels can not be achieved in the referenced 721 seat Auditorium and the 74 seat Chamber. Each level of seating varies from the adjacent levels. Wheelchair accessible seating areas and their companion seats have been designed as integral part of the stadium seating with premium sightlines that are equal or better that those for members of the general public. Redesigning the Auditorium and Senate Chamber to provide accessibility to every level of stadium seating will be functionally unfeasible and create an economical hardship exceeding those outlined in 28 C.F.R 36.403.

Signature

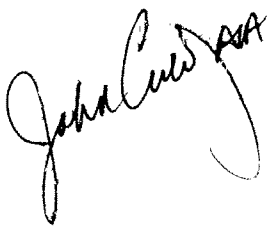


John Curran AIA

Printed Name

Phone number (813)288-0729

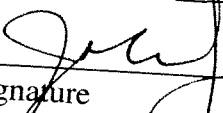
(SEAL)



CERTIFICATION OF APPLICANT:

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

Dated this 20 day of July, 2007

 AIA
Signature

John Curran, AIA
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.

Attachment (A)

Ameritech Elevator
COMPANY, INC.



USF Marshall Center

Tampa, Fl

Proposal of 6/01/2007
Pegasus National Wheel O Vator

PROPOSAL
FOR
Beck Construction
Attention: Jay Kubiak
30344 USF Holly Drive
Tampa, Fl 33620
Phone: 813-971-3767
Fax: 813-971-5057
Email: carinhunt@beckgroup.com

Ameritech Elevator Company, Inc. hereby proposes to furnish all materials and labor necessary to complete the installation of **Six (6)** Pegasus as manufactured by National Wheel O Vator.

Consisting of a Carrier-Lift selected and dimensioned to provide adequate lifting height to suit the individual building requirements. The lift can be used indoors vertically transport a wheelchair user or mobility-impaired person up and over a barrier thus creating access to or within a building.

1. Rated Load: 525 pound capacity
2. Travel Speed: 29 fpm.
3. Lifting Height: up to 20'0"
4. Platform size: 32" X 48" with non-skid surface

STANDARD FEATURES

Comfortzone controls
Under platform safety pan
Side hanger sensing edges
Platform light
Pressure sensitive ramps
Platform Emergency stop switch
Platform key switch
Emergency folding
Compact drive
Two keyed call stations
Standard Color
Handrail
Movement signaling
Single phase 208VAC 60Hz
Shop drawings

OPTIONS

Power platform w/power arms (Included in price)

WORK BY OTHERS

Provide a dedicated electrical circuit with a lockable service disconnect switch rated per Table 1 shall be supplied by the electrical contractor at job site. (Depending on local electrical codes, a G.F.I. device may be required.) Please confer with lift contractor to determine appropriate motor for specified applications.

All cutting, patching necessary to receive equipment, if required.

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

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 being based on 17.1, 2000 edition with supplements in effect at time of this proposal, including applicable sales taxes.

WARRANTY

For a period of (2) two year(s) from date of substantial completion, 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.

This warrant does not supplant normal maintenance service and shall not be construed to mean that the elevator contractor will provide free service beyond that included in maintenance section of specifications: 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.

MAINTENANCE

Ameritech Elevator recommends maintenance of the inclined platform lift unit shall consist of regular cleaning of the unit and regular inspection at intervals not longer than every 6 months. Rule 10.2.1 of ASME A18.1 requires all Inclined Platform Lifts be inspected every six (6) months. **NOT INCLUDED IN THIS PROPOSAL.**

GENERAL PROVISIONS

There shall be no back charges of any kind unless specifically agreed to be Ameritech Elevator Company, Inc. in writing separately and apart from this contract.

Purchaser/Contractor will indemnify and hold Ameritech Elevator Company, Inc. harmless against all claims for damage to property or injury to persons other than Ameritech Elevator employees.

Ameritech Elevator 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 inclined platform lift 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 Ameritech Elevator Company, Inc. all temporary facilities including but not limited to; removal, accessible and adequate storage area, perimeter and barricade protection in compliance with OSHA.

Ameritech Elevator 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 with 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 Ameritech Elevator's work.

The Purchaser/Owner shall make no demands for liquidated damages in accordance with this agreement, and in 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 shall be due and payable at once.

Owner/Contractor represents walls and floors are structurally sound for the purpose of the installation of a inclined platform lifts, and hereby indemnify and hold Ameritech Elevator 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.

Seller is entitled to payment for properly performed work or suitably stored materials.

Lead time to receive rough-in material will be approximately 6-8 weeks per Inclined Platform Lift from date of approved shop drawings.

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 required judgments based on individual circumstances in each building, and because others are the final authority on all matters regarding ADA enforcement, Ameritech Elevator will 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 information supplied to you.

TERMS OF PAYMENT

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 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 inclined platform lift work. Retainage, if any, shall be no more than 10% and shall be due upon 30 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 ½% 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 Ameritech Elevator Company, Inc. and the Purchaser relating to the Agreement shall be governed by the laws of the state of Florida. Any suit or action between Ameritech Elevator Company, Inc. and Purchaser relating to or arising out of the Agreement shall be brought in the appropriate county, state, or federal court in Polk County, Florida. All unsettled claims and disputes between Ameritech Elevator Company, Inc. and Purchaser arising out of or related to the Agreement shall be subject to litigation.

Nothing in this agreement shall serve to void Ameritech's right to file lien or claims on its behalf in the event that any payment to Ameritech is not timely made. The place of venue shall be in Polk County, Florida.

The inclined platform lift 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 Ameritech Elevator. In the event the Bureau of Elevator Inspection finds no fault with the vertical lift work, but withholds certification for any reason not within the responsibility and control of Ameritech Elevator then completion shall be considered as the date of inspection by the Bureau including but limited to 4A-47 Fire Safety Standards.

This proposal, when accepted by you below and approved by an Ameritech Elevator 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 A1A 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.

PRICE

We propose to furnish and install vertical lift equipment as covered by these specifications for the sum of:
Two Hundred Seventy Thousand Dollars and xx/00 (\$270,000.00)

Payment Schedule: 50% due upon acceptance of this Proposal, 25% due upon delivery of material, remainder due upon QEI Inspection (State Elevator Inspection).

Legal Name of Purchaser
By: _____
Owner or Authorized Agent
Title: _____
Date: _____

Presented By: Sam Harris
Date Submitted: 6/1/2007
Approved:
Ameritech Elevator Company, Inc.
By: _____
Corporate Officer
Title: _____
Date: _____

Gould Evans
2000 West Lake Street, Suite 200
Chicago, IL 60601
Tel: 312.336.8271
www.gould-evans.com

DATE: 07/20/2007
BY: [Signature]

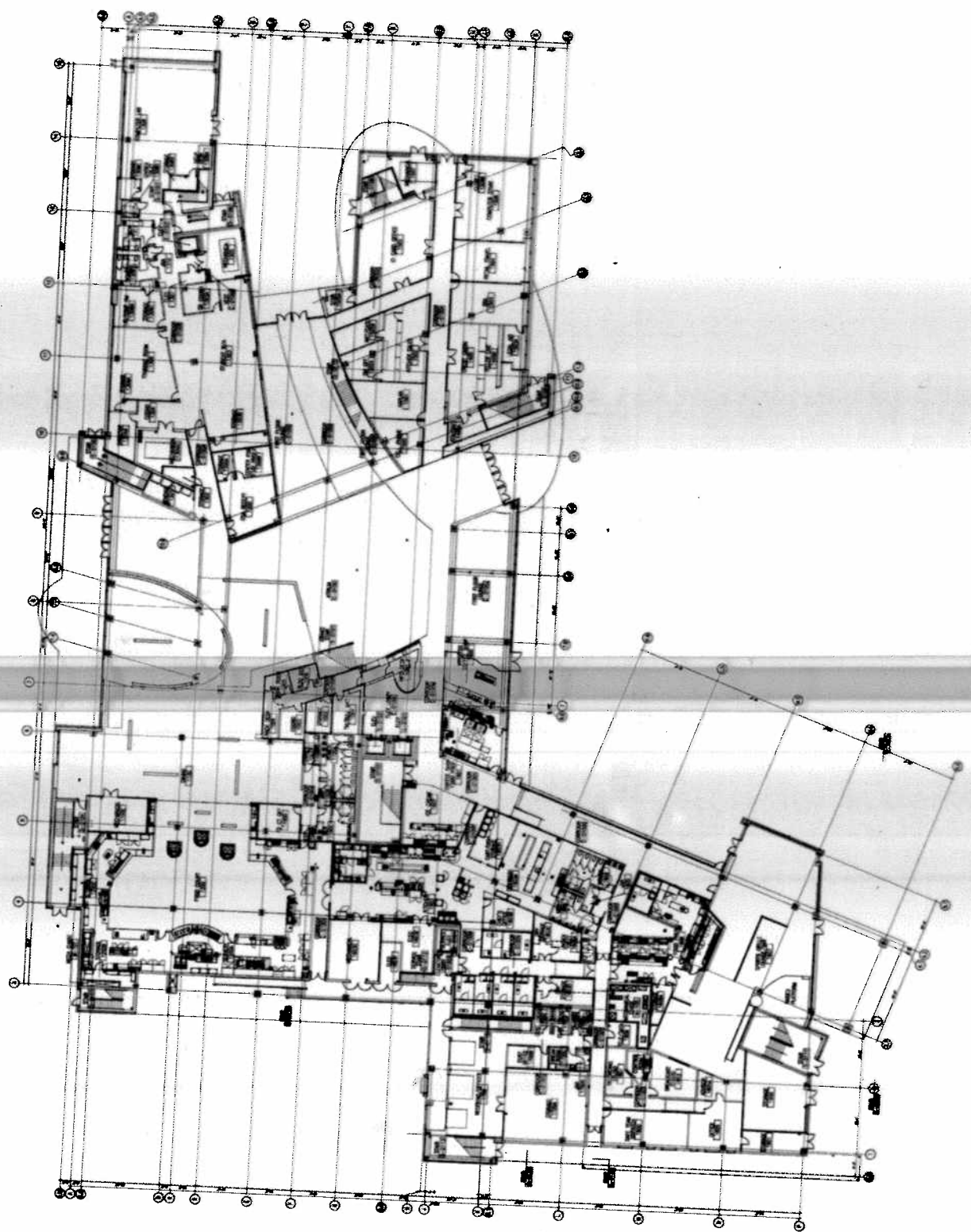
**USF
New Marshall
Student Center**

The University of South Florida
4202 East Fowler Avenue
Landsdale, Florida 33593

Project No: 0501-0000
Date: 07/20/2007
Architectural
Site Plan

A1.01

NOT FOR CONSTRUCTION



FIRST FLOOR PLAN 1

GouldEvans
 2227 Grand Oaks Avenue
 3400 West Orange Street
 Naples, FL 34109-1778
 Tel: 813.978.0221
 www.gould-evans.com

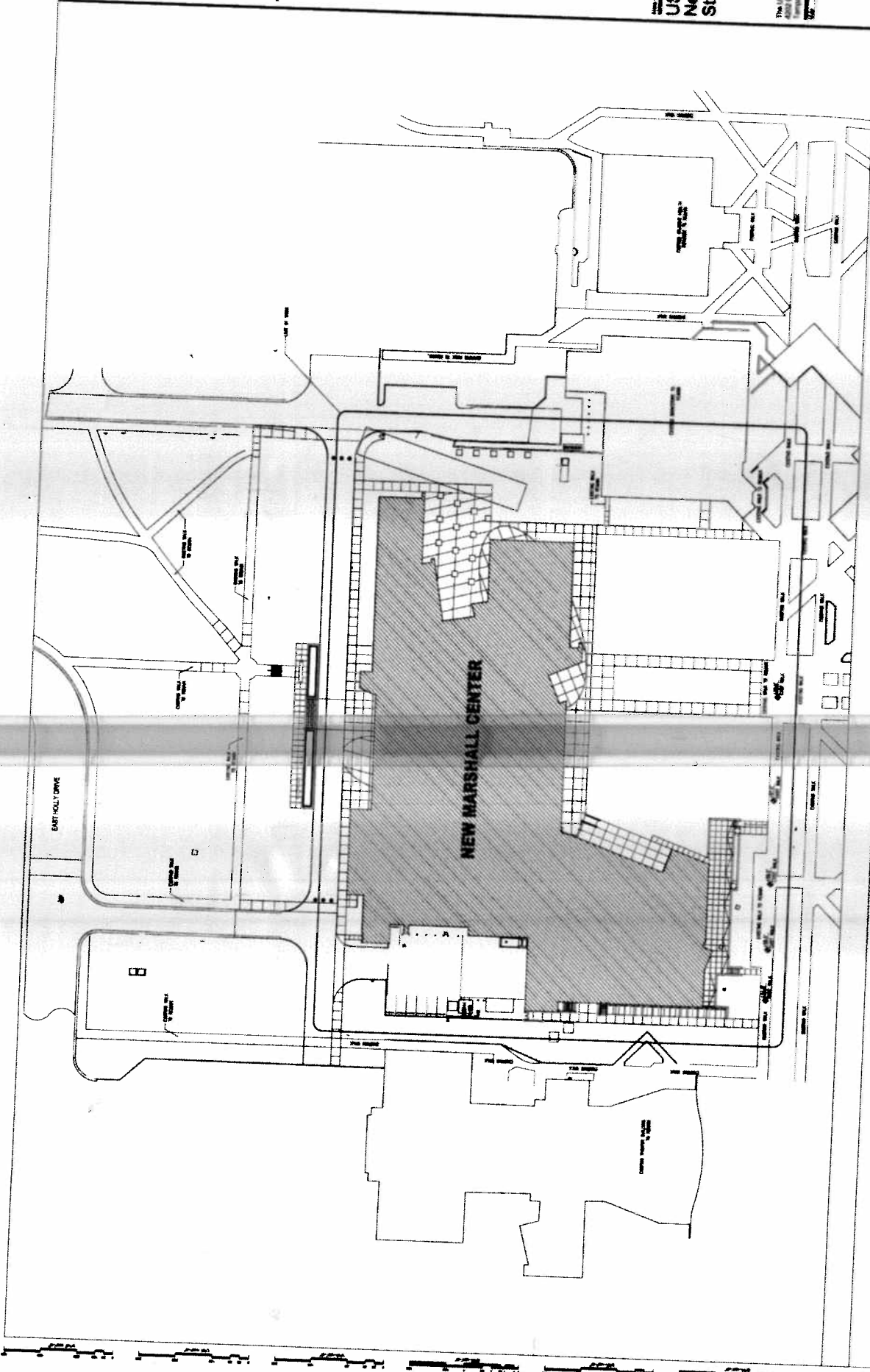
DATE: 08/14/07
 DRAWN BY: [Name]
 CHECKED BY: [Name]

USF
New Marshall
Student Center

The University of South Florida
 Tampa, Florida 33620

Project No.: 06-0000
 Date: 08/14/07
 Sheet:
Architectural
Site Plan

A1.00
 NOT FOR CONSTRUCTION



Architectural Site Plan 7



LOCATION MAP 1

GENERAL
 41.00
 41.01
 41.02
 41.03
 41.04
 41.05
 41.06
 41.07

41.00 - BEST AVAILABLE LOCAL MAP
 41.01 - ARCHITECTURAL SITE PLAN
 41.02 - EXISTING UTILITIES
 41.03 - EXISTING PAVEMENT
 41.04 - EXISTING FLOOR PLAN
 41.05 - EXISTING EXTERIOR FINISH
 41.06 - EXISTING INTERIOR FINISH
 41.07 - EXISTING STRUCTURE

INDEX OF DRAWINGS 2

GouldEvans
1807 Gould Evans Associates
4000 New Century Square
Atlanta, Georgia 30328
Tel: 404.525.1234
Fax: 404.525.1235
www.gould-evans.com

ARCHITECTS

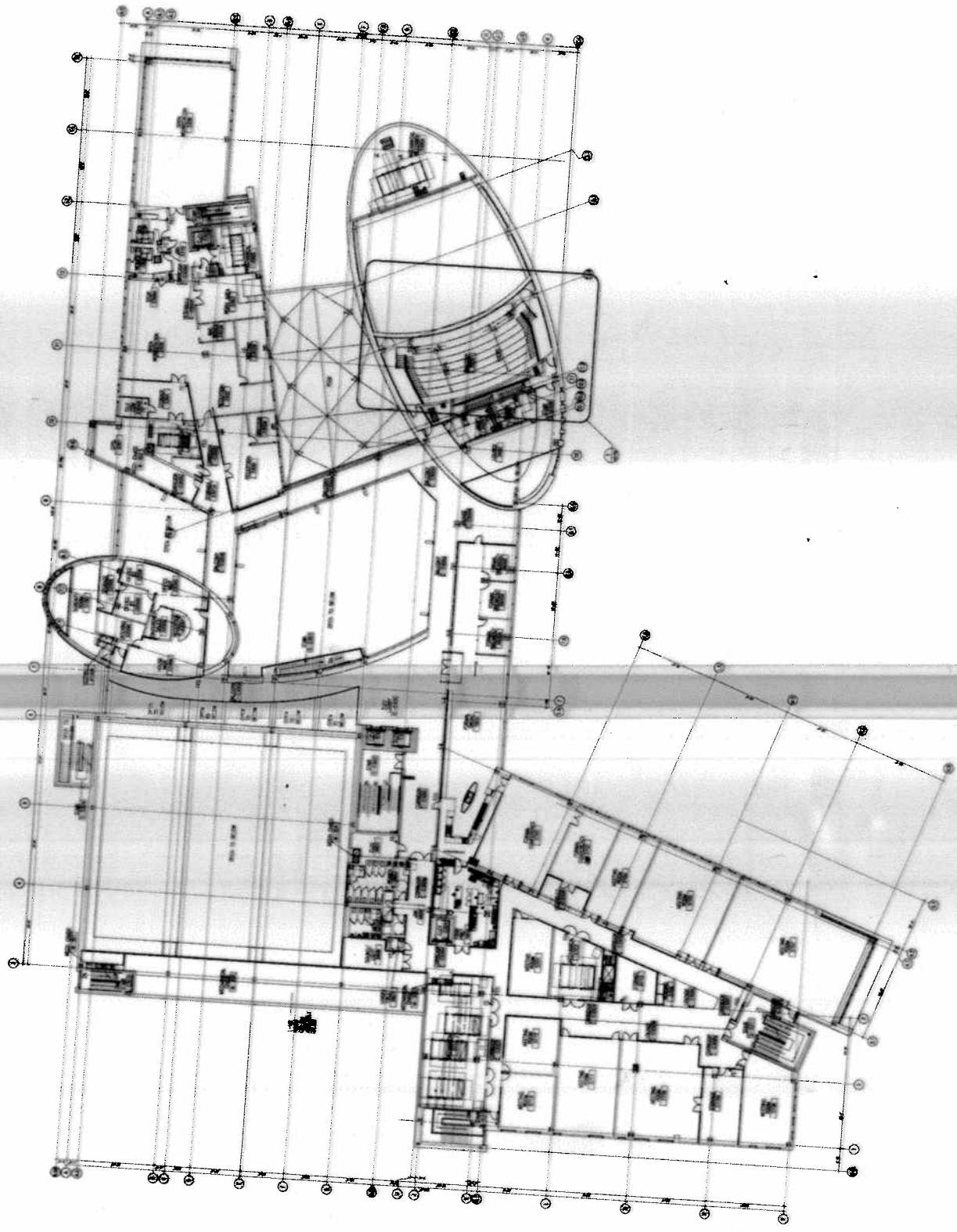
**USF
New Marshall
Student Center**

The University of South Florida
4202 East Lake Avenue
Tampa, Florida 33620

Project No. 03-000
Date: 07.20.03
Sheet:
Third Floor Plan

A1.03

Third Floor Plan



GouldEvans
ARCHITECTS
1406 New Campus Street
New Orleans, LA 70112
Phone: 504.586.1200
Fax: 504.586.1211
www.gould-evans.com

PROJECT NO. 03-0000-0000
DATE: 03/20/2003

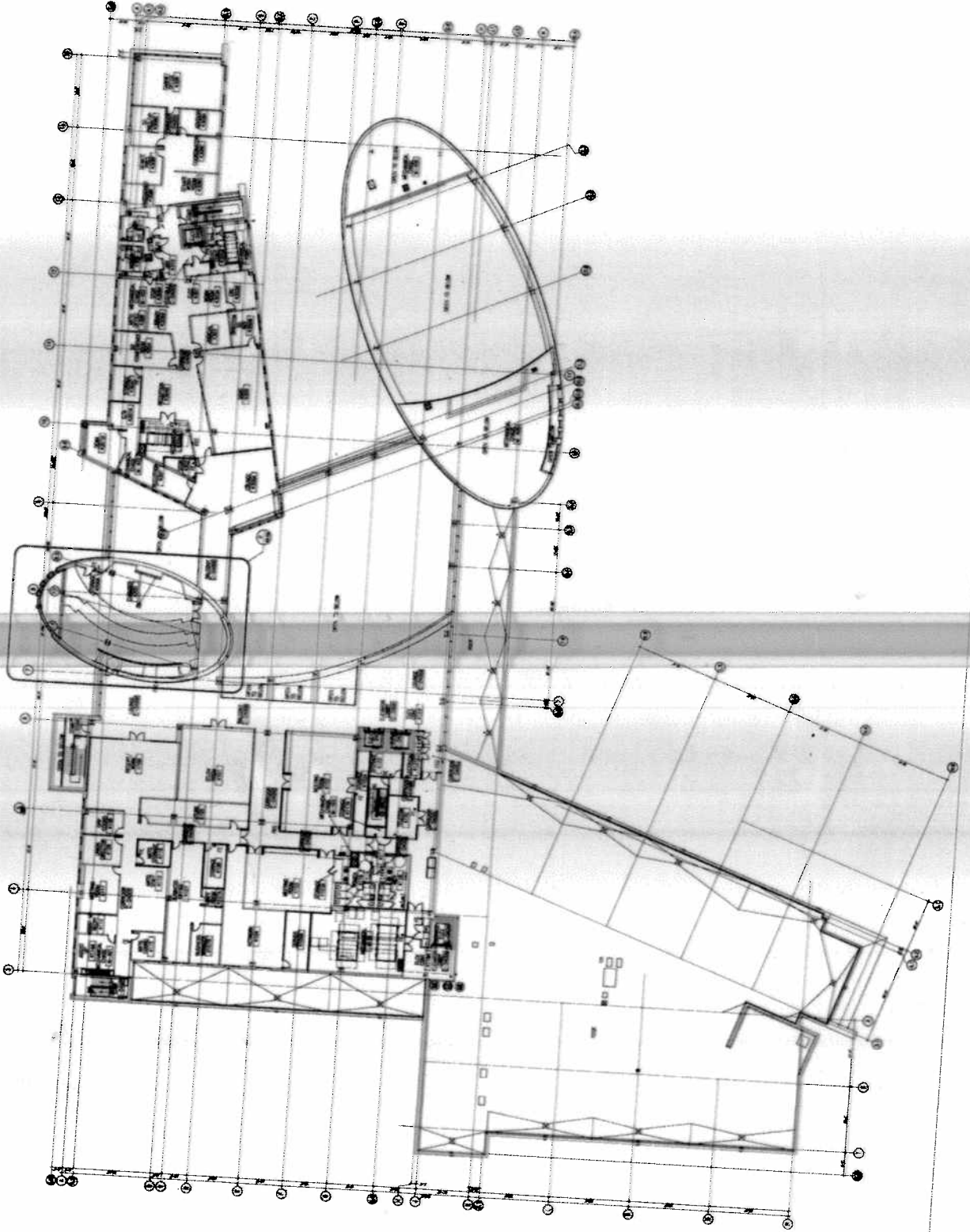
USF
New Marshall
Student Center

The University of South Florida
4202 East Coast Avenue
Tampa, Florida 33620

Project No. 03-0000-0000
Date: 03/20/2003
Third Floor
Plan

A1.04

Fourth Floor Plan 4



GouldEvans
 1000 West 10th Street
 Anchorage, Alaska 99501
 Phone: 907.561.1000
 Fax: 907.561.1011
 www.gould-evans.com

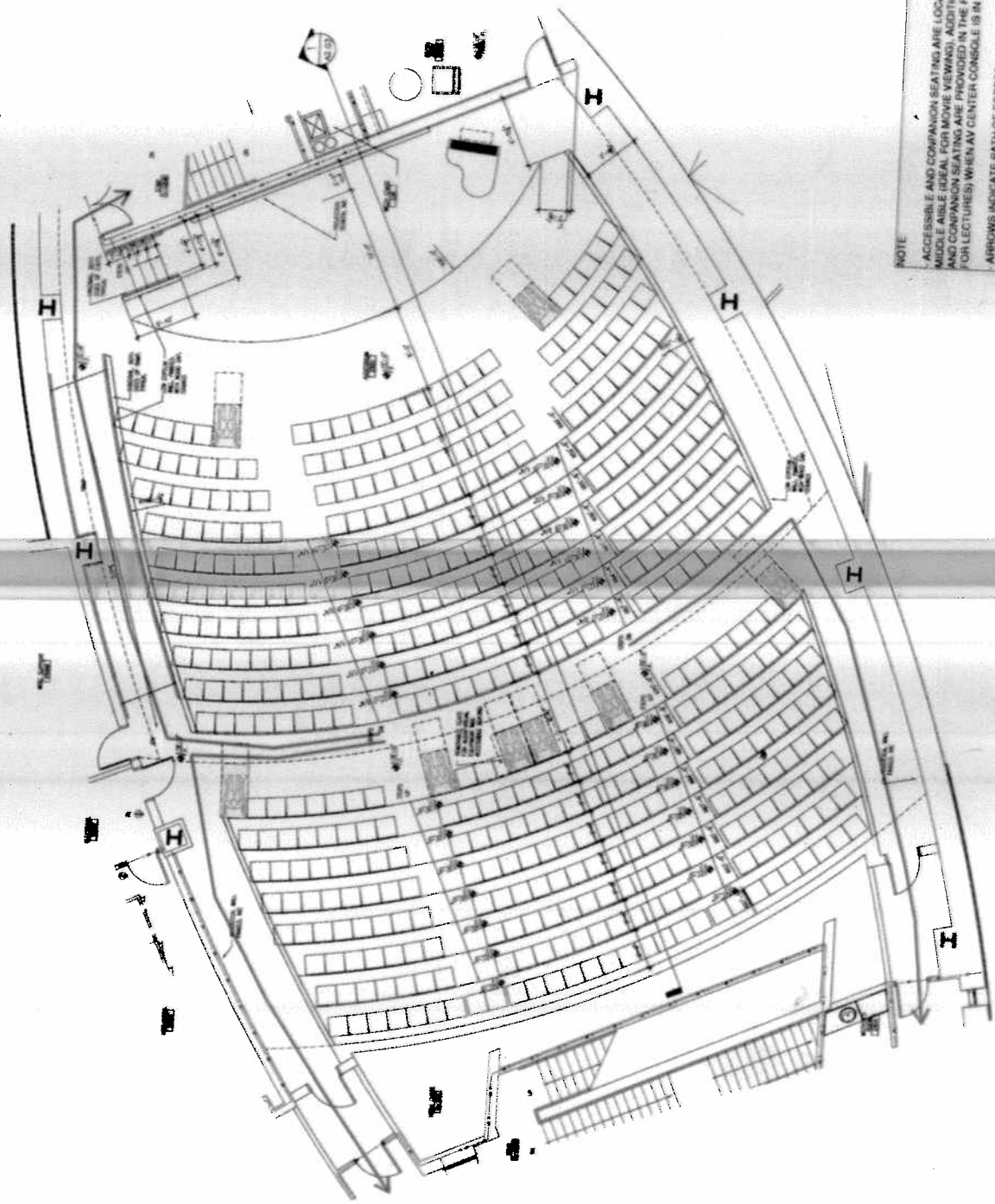
ARCHITECT
 1000 West 10th Street
 Anchorage, Alaska 99501
 Phone: 907.561.1000
 Fax: 907.561.1011
 www.gould-evans.com

USF
New Marshall
Student Center

The University of South Florida
 4202 Lake Fairway
 Tampa, Florida 33620

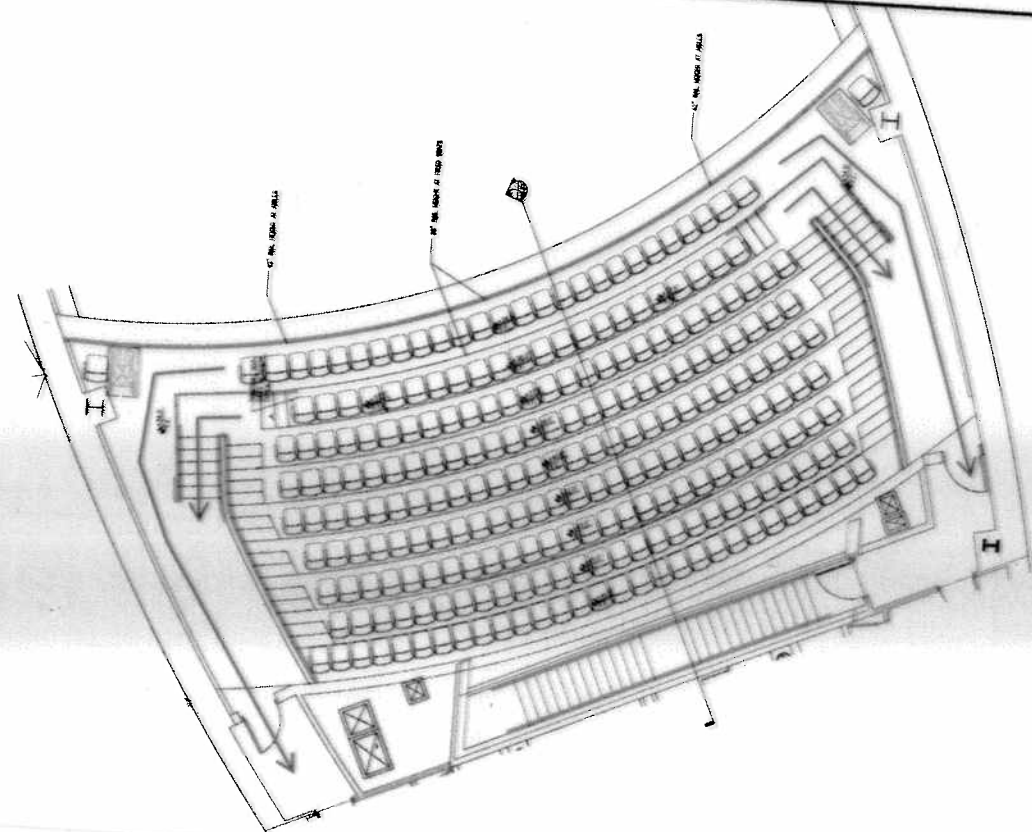
Project No. 02-00-0000
 Date: 07-10-2007
 Rev: 01

Enlarged
 Auditorium Plan
A2.01

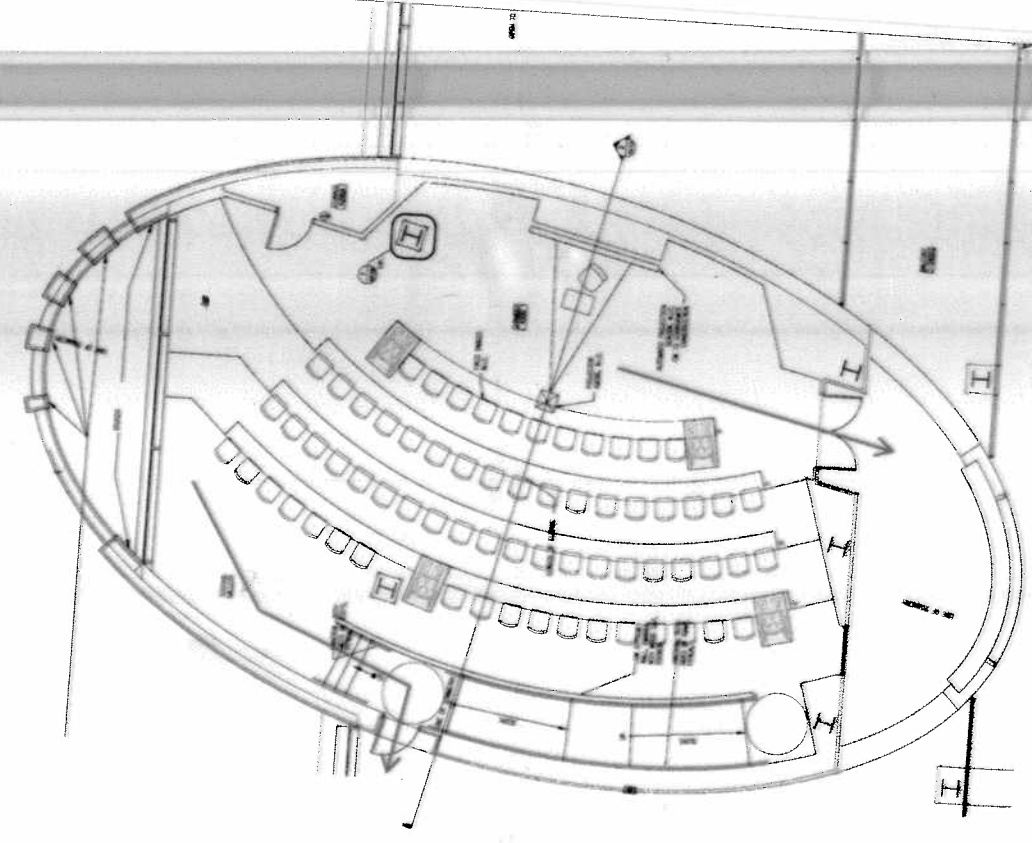


NOTE
 ACCESSIBLE AND COMPANION SEATING ARE LOCATED IN THE CENTER
 MIDDLE ISLE IDEAL FOR MOVIE VIEWING. ADDITIONAL ACCESSIBLE
 AND COMPANION SEATING ARE PROVIDED IN THE FRONT ROW (IDEAL
 FOR LECTURES) WHEN AV CENTER CONSOLE IS IN USE.
 ARROWS INDICATE PATH OF EGRESS.
 Z1 SEAT AUDITORIUM WITH 10 ACCESSIBLE SEATS (10 REQUIRED BY
 F.L. 8 BY ADA) LOCATED IN MORE THAN ONE LOCATION WITH MORE THAN
 50% LOCATED IN THE "SWEET SPOT".

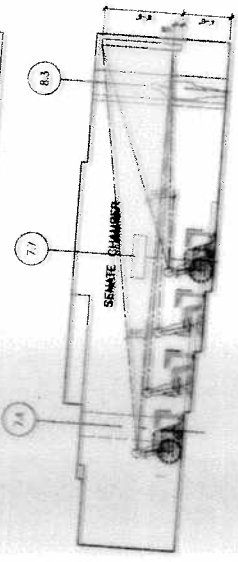
NOTE
 - ACCESSIBLE AND COMPANION SEATING ARE LOCATED IN THE FRONT
 AND BACK OF THE AUDITORIUM BALCONY
 ARROWS INDICATE PATH OF EGRESS



NOTE
 - ACCESSIBLE AND COMPANION SEATING ARE LOCATED IN THE FRONT
 AND BACK OF THE SENATE CHAMBER
 ARROWS INDICATE PATH OF EGRESS

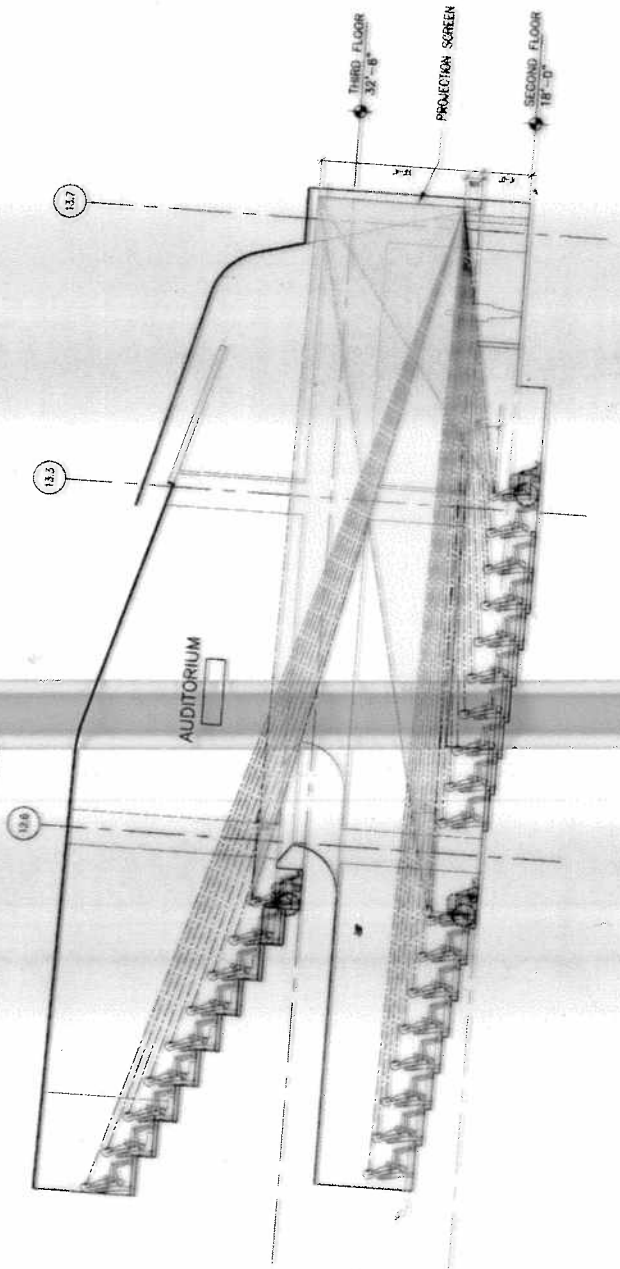


NOTE
 ACCESSIBLE AND COMPANION SEATING ARE LOCATED IN THE FRONT AND BACK AISLES.
 ACCESSIBLE CONE OF VISION IS UNINTERRUPTED AND LEES THAN 30 DEGREES.



Section through Senate Chamber
 01/26/07

NOTE
 ACCESSIBLE AND COMPANION SEATING ARE LOCATED IN THE CENTER AND COMPANION SEATING ARE PROVIDED IN THE FRONT ROW (IDEAL FOR LECTURES) WHEN AV CENTER CONSOLE IS IN USE. ACCESSIBLE AND COMPANION SEATING IS ALSO PROVIDED IN THE FRONT AISLE OF THE AUDITORIUM BALCONY.
 ACCESSIBLE CONE OF VISION IS UNINTERRUPTED AND LEES THAN 30 DEGREES IN SPOTS INTENDED FOR MOVIE VIEWING.



Section Through Auditorium

