DBPR INTERAGENCY AGREEMENT BETWEEN THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF HOTELS AND RESTAURANTS AND CITY OF MIAMI BEACH FOR DELEGATION OF STATUTORY AUTHORITY TO REGULATE AND ENFORCE ELEVATOR SAFETY

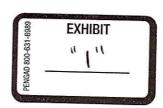
This Agreement is made and entered into this day of, 2020, by and between
the Department of Business and Professional Regulation, Division of Hotels and Restaurants
hereinafter referred to as the DEPARTMENT, and City of Miami Beach, by and through the City
of Miami Beach Public Works, Elevator Safety Division, hereinafter referred to as the
CONTRACTOR. Pursuant to this Agreement, the CONTRACTOR shall issue elevator
construction permits, repair and alteration permits, temporary elevator operation permits and
certificates of operation; shall provide and conduct elevator inspections; and, shall enforce the
applicable provisions of the Florida Building Code, as required by Chapter 399, Florida Statutes.
("Elevator Safety Act"); and Rule Chapter 61C-5, Florida Administrative Code. ("Florida
Elevator Safety Code") on elevator equipment located in and throughout City of Miami Beach
not already subject to a contracted delegation of authority pursuant to the requirements of
Chapter 399, and Rule Chapter 61C-5, Florida Administrative Code. In recognition of a
jurisdictional Agreement between the Department and City of Miami Beach, the City of Miami
Beach Public Works, Elevator Safety Division, will retain contracted jurisdictional authority of
equipment located in its own properties owned and/or operated by City of Miami Beach
irrespective of location within City of Miami Beach. Contractual services shall begin.
, or upon full execution of this Agreement, whichever is the earlier date
and services shall end on June 30, 2030.

This Agreement is subject to the following provisions:

SPECIAL PROVISIONS

- 1) <u>INDEPENDENT CONTRACTOR</u>: The CONTRACTOR shall perform and render the agreed upon services herein as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT, in a proper and satisfactory manner as determined by the DEPARTMENT in its sole discretion.
- 2) INCORPORATION: This Agreement incorporates in full, as if fully set forth herein, the provisions of the Elevator Safety Act, Florida Elevator Safety Code and Chapters 30 and 35 of the Florida Building Code, as these provisions exist and as they may be amended in the future.
- 3) <u>COMMUNICATIONS</u>: The DEPARTMENT agrees to have open and direct lines of communication with the CONTRACTOR, by providing DBPR staff telephone numbers to CONTRACTOR designated personnel, and by agreeing to provide advance copies of Industry Bulletins and Technical Advisories to the CONTRACTOR before they are published and released to vendors, elevator contractors, license holders and other industry stakeholders.

1 | Page



The CONTRACTOR likewise agrees to have open and direct lines of communication with the DEPARTMENT, by providing City of Miami Beach staff telephone numbers to DEPARTMENT designated personnel, and by agreeing to provide advance copies of Industry Bulletins and Technical Advisories and other key documents to the DEPARTMENT before they are published and released to vendors, elevator contractors, license holders and other industry stakeholders.

- 4) <u>ASSIGNABILITY</u>: This Agreement is exclusive and personal and may not be assigned by the CONTRACTOR in whole or in part, except that in the event an emergency situation temporarily prevents the CONTRACTOR from performing its obligations hereto, the CONTRACTOR may request written permission from the DEPARTMENT to solicit assistance from any other municipality or county that has entered into a similar interagency Agreement with the DEPARTMENT to issue elevator construction permits, repair and alteration permits, temporary elevator operation permits and certificates of operation; provide and conduct elevator inspections; and enforce applicable provisions of the Florida Building Code, as required by the Elevator Safety Act and Florida Elevator Safety Code. Emergency assistance shall not exceed six (6) months without prior approval from the DEPARTMENT.
- 5) CONSIDERATION FOR SERVICES: Except as otherwise stated herein, in consideration for the services performed pursuant to this Agreement, the CONTRACTOR is entitled to collect and retain those statutorily authorized fees and administrative fines, as provided in the Elevator Safety Act and Florida Elevator Safety Code, associated with the responsibilities and obligations to be performed herein, which fees and administrative fines would otherwise be collected by the DEPARTMENT. This Agreement does not address, prohibit nor endorse, legally or otherwise, any additional fees and administrative fines imposed by the local jurisdiction.
- 6) CONTRACTOR SERVICES: The CONTRACTOR shall perform the following services:
 - a. The CONTRACTOR shall conduct elevator inspections in accordance with Sections 399.061 and 399.13, Florida Statutes. The CONTRACTOR shall ensure that each inspection is competently performed by the holder of a valid certified elevator inspector credential, issued by the DEPARTMENT, and maintained in good standing. As provided in Section 399.13, Florida Statutes, the certified inspector shall be independent or an employee of the CONTRACTOR. For each inspection performed the inspector shall complete an Elevator Inspection Report, using either of the approved forms, which are attached hereto and incorporated by reference as Attachments "IA" and "IIA". The CONTRACTOR shall assume responsibility for inspector compliance with elevator inspection standards referenced in ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks and for correcting any deficient performance by inspectors it supervises through employment or contractual relationship. The DEPARTMENT, however, shall retain sole authority for disciplining an inspector's professional credential certification.

b. The CONTRACTOR shall enforce the applicable provisions of the Florida Building Code, as required by the Elevator Safety Act, Florida Elevator Safety Code, and all other applicable and authorized elevator laws, rules and local ordinances, against any elevator owner or other person in violation thereof, except as otherwise provided in this section. "All enforcement activity shall be conducted in accordance with the provisions of Chapters 120, 162 and 399, Florida Statutes, and Chapter 14 - City of Miami Beach City Code and applicable Florida Administrative Code."

The DEPARTMENT, however, shall retain all authority with respect to professional credentials issued pursuant to Chapter 399, Florida Statutes. The CONTRACTOR shall not issue professional credentials nor shall it enforce the credentialing provisions of Chapter 399, Florida Statutes. The CONTRACTOR may issue local jurisdiction summons and collect administrative fines from credentialed persons or credentialed companies for violating the provisions of the Elevator Safety Act and the Florida Elevator Safety Code. However, the CONTRACTOR shall report to the DEPARTMENT all known or suspected violations of Chapter 399, Florida Statutes, or the Florida Elevator Safety Code, committed by holders of a DEPARTMENT issued professional credential within thirty (30) days of discovery.

- c. The CONTRACTOR shall provide the DEPARTMENT with a Monthly Activity Report, using either of the approved forms, which are attached hereto and incorporated by reference as Attachments "IB" and "IIB". The Monthly Activity Report shall include the number of elevator permit applications received and issued, the number of elevator inspections and callbacks conducted, complaints and accidents received, inspected and resolved, and the number of actions initiated to enforce the provisions of the Elevator Safety Act and Florida Elevator Safety Code. Such report is due to the DEPARTMENT within thirty (30) days of the end of the month in which activity is reported.
- d. The Elevator Safety Act requires that an elevator owner or representative report any accident occurring on or in an elevator within five (5) working days of the accident to the DEPARTMENT using an Elevator Owner Accident Report, using either of the approved forms, which are attached hereto and incorporated by reference as Attachments "ID" and "IID". However, if the accident occurs within the City of Miami Beach, a copy of any accident report shall be forwarded to the DEPARTMENT within thirty (30) days.
- e. The CONTRACTOR shall maintain accurate records and documentation, including copies of all elevator permit applications received and issued, all elevator inspection reports issued and all elevator certificate of operation applications received and issued, pursuant to the requirements of Section 399.13, Florida Statutes.

- f. The CONTRACTOR acknowledges and agrees that all records and reports required by this Agreement, the Elevator Safety Act, or Florida Elevator Safety Code, are subject to inspection by the DEPARTMENT. The CONTRACTOR shall maintain all such records according to the retention schedule employed by the DEPARTMENT'S Bureau of Elevator Safety.
- g. The CONTRACTOR shall not issue an elevator Certificate of Operation until, the elevator or vertical conveyance passes its initial or final inspection as applicable, the elevator company supervisor signs an Affidavit, using either of the approved certificates and forms, which are attached hereto and incorporated as Attachments "IC" and "IIC", and witnessed by the CONTRACTOR'S inspector, which sets forth that the elevator company supervisor directly supervised construction or installation of the elevator.
- h. The CONTRACTOR agrees to establish a Quality Assurance Program in consultation with, and approved by, the DEPARTMENT, to conduct quality assurance inspections and to provide the DEPARTMENT with copies of the quality assurance inspection reports. A copy of any quality assurance inspection report shall be forwarded to the DEPARTMENT within sixty (60) days of the quality assurance inspection. The DEPARTMENT will conduct oversight and monitor inspections as necessary.

7) CONTRACTOR RESPONSIBILITIES: The CONTRACTOR shall be responsible for:

- a. CONTRACTOR agrees to process all certificates and permits it issues, and electronically store data, specified below, related to the regulation of elevators, issuance of permits, certificates of operation, for each item specified in Section 399.13, Florida Statutes until this Agreement terminates.
- b. CONTRACTOR agrees to provide the electronic data specified below to the DEPARTMENT, not later than sixty (60) days prior to and until termination of this Agreement by either party, in comma-delimited text format that will merge into the DEPARTMENT'S 'Versa: Regulation' licensing data software, or any successor and then-current licensing data management software, with minimal need for data conversion programming. CONTRACTOR'S failure to provide the specified data in such a format not later than sixty (60) days prior to the termination of this Agreement is a breach of this Agreement. CONTRACTOR will reimburse the DEPARTMENT within sixty (60) days of receipt of an itemized invoice from the DEPARTMENT for all actual and reasonable costs incurred in good faith by the DEPARTMENT to merge the specified data into the DEPARTMENT'S 'Versa: Regulation' licensing data software, or any successor and then current licensing data management software, whether such costs are attributable to work performed by the DEPARTMENT or a source external to the DEPARTMENT. If the need arises, in the sole determination by the DEPARTMENT, to undertake data conversion in anticipation of the termination of this Agreement, the Contractor agrees to provide full cooperation and

unobstructed access to the DEPARTMENT'S staff or any external resource engaged in the conversion work to merge the CONTRACTOR'S data with the DEPARTMENT'S 'Versa: Regulation' licensing data software, or any successor and then-current licensing data management software. CONTRACTOR shall abide by the requirements of Department Information Technology Resources and Data Access Security, which is attached hereto and incorporated by reference as Attachment "IV".

- c. The following specific electronic data is required for conversion at a minimum, for each item specified in section 399.13, Florida Statutes, to include: elevator permit applications, permits issued, and certificates of operation issued, and the following:
 - License information, continually maintained: City of Miami Beach Elevator Certificate Number, prior State Serial Number, Licensee Name, Classification Code (equivalent to state codes current at time of migration), Mailing Street Address, Mailing Address Line 2, Mailing Address Line 3, Location City, Location State Code, Location Zip Code, Location County Code, Location Phone Number, License Status Code (equivalent to state codes current at time of migration), License Secondary Status Code (equivalent to state codes current at time of migration), Original Date of Issue, Expiration Date, Number of Landings, Capacity (in pounds), Travel distance (in feet), Speed Up (feet per minute), Speed Down (feet per minute), and installing Company and date installed. In addition: Service Contract Number and Status: Current; Maintenance Company Name, Address, and License Number; Beginning and Ending Date (of service contract).
 - Inspection information, maintained for the preceding five years: City
 of Miami Beach Elevator Certificate Number, prior State Serial
 Number, Inspection Date, Inspection Type Code (equivalent to state
 codes current at time of migration), Violation Codes, Number of
 Violations, Certified Elevator Inspector Number.
- 8) <u>CONTRACTOR</u> may grant variances and waivers to the Florida Elevator Safety Code, as authorized in rule and consistent with the provisions of Chapter 120, Florida Statutes.

GENERAL PROVISIONS

- 1) <u>APPROPRIATION</u>: This is a no-cost Agreement for the DEPARTMENT. The CONTRACTOR is responsible for all costs associated with the performance of this Agreement.
- 2) <u>CANCELLATION</u>: This Agreement may be terminated by either party by giving one hundred and eighty (180) days written notice of cancellation to the other party; said notice shall be sufficient if it is delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In case of cancellation, only the costs actually accrued

for services satisfactorily performed prior to the date of cancellation shall be considered incurred, and all work in progress shall remain the property of the DEPARTMENT and shall be delivered to the DEPARTMENT. The CONTRACTOR shall abide by the electronic data merge and cost reimbursement requirements due the DEPARTMENT within sixty (60) days prior to and until termination of this Agreement.

- 3) COMPLIANCE: For the purpose of ensuring compliance with the provisions of this Agreement and the provisions of the Elevator Safety Act and Florida Elevator Safety Code, the DEPARTMENT may at any time verify compliance with applicable standards, assess the effectiveness of the CONTRACTOR'S inspection and enforcement activities and verify the accuracy of the inspections performed. The DEPARTMENT will notify the CONTRACTOR in writing of any deficiencies noted and provide appropriate documentation when necessary. The CONTRACTOR shall remedy the deficiencies noted within thirty (30) days of receipt of notice. Upon a finding by the DEPARTMENT that the CONTRACTOR has failed to comply with or enforce the applicable provisions of the Florida Building Code, as required by the Elevator Safety Act and Florida Elevator Safety Code, or has violated the terms of this Agreement, the DEPARTMENT may cancel this Agreement by giving CONTRACTOR immediate written notice of cancellation.
- 4) ENTIRE AGREEMENT: This Agreement and attachments "IA" (DBPR Elevator Inspection Report) and "IIA" (City of Miami Beach Elevator Inspection Report), "IB" (DBPR Monthly Activity Report) and "IIB" (City of Miami Beach Monthly Activity Report), "IC" (DBPR Construction Supervisor Affidavit signatory form for a Certificate of Operation) and "IIC" (City of Miami Beach Construction Supervisor Affidavit), "ID" (DBPR Elevator Owner Accident Report) and "IID" (City of Miami Beach Elevator Owner Accident Report), and Attachment "IV" Department Information Technology Resources and Data Access Security attached hereto, constitute the entire Agreement of the parties; and no other Agreement or modification, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modification must be in writing, expressly titled a modification, amendment, or addendum to this Agreement, attached to this Agreement, and signed by both parties.
- 5) LIABILITY: Pursuant to this Agreement, the CONTRACTOR acts in the place of the DEPARTMENT and not on behalf of the DEPARTMENT as an agent or representative. Each party hereby assumes the acts or omissions of that party or its officers, agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed, as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contractual agreement. The CONTRACTOR shall be responsible for all costs incurred for performance of the delegated responsibilities herein and to the extent provided by law and subject to the limitations provided in Section 768.28, Florida Statutes, as same may be amended, indemnifies the Department of Business and Professional Regulation, the Division of Hotels And Restaurants, the Bureau of Elevator Safety, their employees and representatives for any action brought as a result of Contractor's acts or failure to act under this Agreement.

- 6) PUBLIC DOCUMENTS: The CONTRACTOR shall allow the public and DEPARTMENT access to all documentation relating to any action required pursuant to the provisions of this Agreement. Failure to permit such access may result in an action to enforce disclosure pursuant to Chapter 119, Florida Statutes, and the DEPARTMENT canceling this Agreement by giving CONTRACTOR immediate written notice of cancellation.
- 7) <u>ATTORNEY'S FEES</u>: Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this Agreement.
- 8) <u>DISPUTES</u>: This Agreement shall be governed by and construed in accordance with the laws of Florida. The CONTRACTOR agrees that venue to enforce any provision of this Agreement shall be in Leon County, Florida.
- 9) NOTICE TO CONTRACTOR: The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. If CONTRACTOR violates this section, the DEPARTMENT may cancel this Agreement by giving CONTRACTOR immediate written notice of cancellation.
- 10) <u>RENEWAL</u>: This Agreement may be renewed for one additional ten-year term provided the DEPARTMENT is satisfied with the CONTRACTOR'S performance and provided that the CONTRACTOR notifies the DEPARTMENT in writing at least 180 days prior to expiration of its intent to renew.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement between the Department of Business and Professional Regulation, Division of Hotels and Restaurants and City of Miami Beach on the respective dates under each signature: City of Miami Beach through its Board of City Commissioners, signing by and through its Chair or Vice Chair, or designee, authorized to execute same by commission action, and the STATE OF FLORIDA, signing by and through its Director, Department of Business and Professional Regulation, Division of Hotels and Restaurants, and Secretary of the Department of Business and Professional Regulation authorized to execute same.

STATE OF FLORIDA

Department of Business and Professional Regulation
Division of Hotels and Restaurants
2601 Blair Stone Road
Tallahassee, Florida 32399-1011

Date:

Approved:

HALSEY BESHEARS, SECRETARY
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-0750

Date:

Approved:

Approved:

Approved as to Form and substance

Attorney Name, General Counsel

STEVEN VON BODUNGEN, DIRECTOR

CONTRACTOR NAME	CITY OF MIAMI BEACH, FLOR	IDA
ATTEST:	By:	
	davof	2020

Rafael E. Granado, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

LOGIL 4-24-20

Date

City Attorney

ATTACHMENTS

I. DBPR Forms

"A" - DBPR Elevator Inspection Report (Form HR 5023-003)

"B" - DBPR Monthly Activity Report

"C" - DBPR Construction Supervisor Affidavit signatory form for Certificate of Operation

(see Supervisor of Construction attestation on Attachment A)

"D" - DBPR Elevator Owner Accident Report (Form HR 7016)

II. City of Miami Beach APPROVED DBPR EQUIVALENT Forms

(provided by the CONTRACTOR).

"A" - City of Miami Beach Elevator Inspection Report

"B" - City of Miami Beach Monthly Activity Report

"C" - City of Miami Beach Construction Supervisor Affidavit (similar to attestation on DBPR Attachment A)

"D" - City of Miami Beach Elevator Owner Accident Report

III. reserved

IV. Department Information Technology Resources and Data Access Security

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PERIODIC INSPECTION OF HYDRAULIC ELEVATORS

TYPE OF INSPECTION	INSPECTION ACTION	T T	CITY OF MIAMI BEACH
Periodic Inspection	AP Pass	AALAAAIDEAGU	PUBLIC WORKS
Compliance Inspection	PA Partial Pass	MIAMIBEACH	ELEVATOR SAFETY DIVISION
Complaint	Sealed	REPORT OF ELEVATOR VIOLATIONS	1700 CONVENTION CENTER DRIVE, 1ST FLOOR
Other	Accident		MIAMI BEACH FL 33139 Tel: 305-673-7225
Owner/Agent:	Т	el. No	
Received By:		Print:	Serial No.
Building Name:			EBL No.
Property Address:		Miami Beach, Florida	Case No.
Elevator Company:	Inspec	tion Company:	INSPECTION DATE:
		CEI: No:	
VIOLATIONS: See Reverse Side			Time spent in this unit
8.11.3.1.1 Inside the Car			
8.11.3.1.2 Marhine Room			Start Time:
8.11.3.1.3 Top-of-Car			End Time:
8.11.3.1.4 Outside the Hoistway			NOTICE TO ELEVATOR OWNER
8.11.3,1.5 Pit			ANY VIOLATIONS NOTED MUST BE CORRECTED
8 11.3 1.6 Firefighters' Service			WITHIN 90 DAYS FROM THE DATE OF THIS INSPECTION FAILURE BY OWNER TO COMPLY IS
8 11 3.1.7 Working Platforms			SUBJECT TO AN ADMINISTRATIVE FINE, IN ADDITION TO ANY OTHER PENALTY PROVIDED
8.6.5.14 Periodic Test Cat 1			BY LAW IF THIS ELEVATOR IS OPERATING
8.6.5 15 Periodic Test Cat 3			UNDER A FULL SERVICE CONTRACT, NOTIFY YOUR ELEVATOR COMPANY IMMEDIATELY
8.6.5.16 Periodic Test Cat 5			A CERTIFICATE OF OPERATION WILL NOT BE
8.6.1 General Requirements			ISSUED UNTIL ANY VIOLATIONS NOTED HAVE
8.6.4 Maintenance		***************************************	BSEN CORRECTED, A CLEAR INSPECTION REPORT HAS BEEN RECEIVED AND THE CERTIFICATE FEES
Additional Violations / Comments			PAID.
hereby certify that the above viol	ations have been corrected.		THIS REPORT MUST BE RECEIVED BY THE CITY OF
cievator Contractor:	Title:	Date:	MIAMI BEACH WITHIN 5 BUSINESS DAYS OF THE INSPECTION DATE
Owner / Developer:	Title:	Date:	7

A17.1b-2013 www.miamibeachtl.gov 11 2018

WITNESSING OF HYDRAULIC ELEVATORS CATEGORY 1 PERIODIC TESTS

TYPE OF INSPECTION INSPECTION ACTION				CITYO	F MIAMI BEACH
Periodic Test AP Pass			á	· · · · · · · · · · · · · · · · · · ·	BLIC WORKS
Compliance Inspection PA Partial Pass	Total A		48	The state of the s	SAFETY DIVISION
Complaint Sealed	REPORT OF WIT	NESSING	OF TESTS		N CENTER DRIVE, 1ST FLOOR
Accident			0, (60,0	MIAM	1 BEACH FL 33139 305-673-7225
Owner/Agent:	Tel. No.			 	
Received By:	Print:			Serial No.	
Building Name:				EBL No.	
				Case No.	
Property Address:		Miami Be	each, Florida		
Elevator Company: Insp	ection Company:			INSPE	CTION DATE:
nspector Name:		CEI: No:			
A17.1b-2013 8.6.5.14 Periodic Test R				Time spent in	this unit
8.6.5.14.1 Relief Valve Setting and System Pressure Test	Passed	Failed	N/A	Start Time:	****
8.6.5.14.2 Cylinders and Pressure Piping	Passed	Failed	N/A	End Time:	
8.6.5.14.3(a) Normal and Final Terminal Stopping Devices	Passed	Failed	N/A	End Time:	
8.6.5.14.3(b) Governors	Passed	Failed	N/A		
8.6.5.14.3(c) Safeties	Passed	Failed	N/A	NOTICE TO	ELEVATOR OWNER
8.6.5.14.3(d) Oil Buffers	Passed	Failed	N/A		
8.6.5.14.3(e) Firefighters' Emergency Operation	Passed	Failed	N/A	PER CHAPTER 6	IC-5 FLORIDA ELEVATO
8.6.5.14.3(f) Standby or Emergency Power Operation	Passed	failed	N/A	SAFETY CODE,	SERVICE MAINTENAN
8.6.5.14.3(g) Power Operations of Door System	Passed	Failed	N/A	CONTRACT, RULE	61C-5.013(2):
8.6.5.14.3(h) Emergency Terminal Speed-Limiting Device	Passed	Failed	N/A	A SERVICE MAIN	TENANCE CONTRACT
8.6.5.14.3(h) Emergency Terminal Stopping Device	Passed	Failed	N/A	DEFINE BY SECTION	0N399.01(10), F.S., MU
8.6.5.14.3(i) Low Oil Protection Operation	Passed	Failed	N/A	INCLUDE ROUTIN	IE EXAMINATIONS AN
B.6.5.14.4 Flexible Hose and Fitting Assemblies	Passed	Failed	N/A	FOLLOWING MINI	TESTS AND MEET TH MUM REQUIREMENTS:
8.6.5.14.5 Pressure Switch	Passed	Failed	N/A		AMINATIONS SHALL E
No Load (PSI): Full Load (PSI):Relief (PSI):					AWINATIONS SHALL E
Additional Comments:				CATERORY I PER	ODIC SAFETY TESTS, A
ests performed by:				DEFINED IN ASME	A17.1, AS ADOPTED B LE 61C-5.001., SHALL B
	cc:				

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PERIODIC INSPECTION OF ELECTRIC TRACTION FLEVATORS

TYPE OF INSPECTION	INSPECTION ACTION		CITY OF MIAMI BEACH
Periodic Inspection	AP Pass		PUBLIC WORKS
Compliance Inspection	PA Partial Pass	EMERALA C. F	ELEVATOR SAFETY DIVISION
Complaint	Sealed	200 14 14	1700 CONVENTION CENTER DRIVE, 1ST FLOOR
Other	Accident	REPORT OF ELEVATOR VIOLATIONS	MIAMI BEACH FL 33139 Tel. 305-673-7225
Owner/Agent:	T	el. No	Serial No.
Received By:		Print:	
Building Name:			EBL No.
		Miami Beach, Florida	Case No.
Elevator Company:	Inspec	tion Company:	INSPECTION DATE:
		CEI: No:	
VIOLATIONS: See Reverse Side	for Description		Time specifically in
8.11.2 1 1 Inside the Car		*	Time spent in this unit
8.11.2.1.2 Machine Room			Start Time:
8.11.2.1 3 Top-of-Car			End Time:
8 11.2 1.4 Outside the Hoistway			NOTICE TO ELEVATOR OWNER
8 11 2 1.5 Pit			ANY VIOLATIONS NOTED MUST BE CORRECTED
8.11.2.1.6 Firefighters' Service			WITHIN 90 DAYS FROM THE DATE OF THIS INSPECTION, FAILURE BY OWNER TO COMPLY IS
8.11.2.1.7 Working Platforms			SUBJECT TO AN ADMINISTRATIVE FINE. IN ADDITION TO ANY OTHER PENALTY PROVIDED
8.6 4.19 Periodic Test Cat 1			BY LAW. IF THIS ELEVATOR IS OPERATING
			UNDER A FULL SERVICE CONTRACT, NOTIFY YOUR ELEVATOR COMPANY IMMEDIATELY
8.6.4.20 Periodic Test Cat S			A CERTIFICATE OF OPERATION WILL NOT BE
8.6.1 General Requirements		_	ISSUED UNTIL ANY VIOLATIONS NOTED HAVE
8.6.4 Maintenance			BEEN CORRECTED, A CLEAR INSPECTION REPORT HAS BEEN RECEIVED AND THE CERTIFICATE FEES
Additional Violations / Comments			PAID
I hereby certify that the above vio	lations have been corrected.		THIS REPORT MUST BE RECEIVED BY THE CITY OF
Elevator Contractor:	Title:		MIAMI BEACH WITHIN 5 BUSINESS DAYS OF THE INSPECTION DATE
Owner / Developer:	Title:	Date:	- Only

A17.1b-2013 www.miamibeachfl.gov 11 2018

7		7711	NESSING OF ELECTRIC T	RACTION	LEVATOR:	CATEGOR	Y 1 PERIODIC	TESTS	
	INSPECTION	IN:	SPECTION ACTION				V. 41.	CITY O	F MIAMI BEACH
	nspection	AP	Pass			Vogasaro estado es			BLIC WORKS
	ce Inspection	PA	Partial Pass	\wedge	MAM	\ BEA	CH	ELEVATOR	SAFETY DIVISION
Periodic 1	ests		Sealed					1700 CONVENTIO	N CENTER DRIVE. 151 FLOOR
Other:		Ц	Other:	KEPC	ORT OF W	TNESSING	OF TESTS		I BEACH FL 33139 305-673-7225
Owner/Agent	:	****	те	el. No				Serial No.	
Received By:				Print:		570.11 Sec. 11 11 11 11 11 11 11 11 11 11 11 11 11		Serial No.	
Building Nam	e:	*********						EBL No.	
	Building Name: Property Address:						each Florida	Case No.	
			Inspect					INSPE	CTION DATE:
	ne:								
			.19 Periodic Test Requ		— Catego	огу 1		Time spent in	this unit
8.6.4.19.1	Oil Buffers				Passed	Failed	N/A	Start Time:	
8.6.4.19.2	Safeties				Passed	Failed	N/A	Start Time.	
8.6.4.19.3	Governors				Passed	Falled	N/A	- End Time:	-70-mm/minus
8.6.4.19.4			ding Drum Machines	0.000	Passed	Failed	N/A		
8.6.4.19.5	Normal and Final T	erminal	Stopping Devices		Passed	Failed	N/A	NOTICE TO	ELEVATOR OWNER
8.6.4.19.6	Firefighters' Emerg			Tenthall Caramaca	Passed	Failed	N/A	1	
8.6.4.19.7	Standby or Emerge			70 000000000000000000000000000000000000	Passed	Failed	N/A	PER CHAPTER 61	IC-5 FLORIDA ELEVATOR
8.6.4.19.8	Power Operation of		ystem		Passed	Failed	N/A	SAFETY CODE,	SERVICE MAINTENANCE
8.6.4.19.9	Broken Rope, Tape				Passed	Failed	N/A	CONTRACT, RULE	61C-5.013(2):
8.6.4.19.10			re and E/E/PES test		Passed	Failed	N/A	A SERVICE MAIN	TENANCE CONTRACT AS
8.6.4.19.11	Ascending Car Ove				Passed	Failed	N/A	DEFINE BY SECTIO	N 399.01(10), F.S., MUST
	Unintended Car Me	otion De	vices					INCLUDE ROUTIN	E EXAMINATIONS AND
Unintended C	ar Movement Stop	ping Dis	tance (in):		December of			FOLLOWING MINI	TESTS AND MEET THE MUM REQUIREMENTS:
Additional Cor	mments:								AMINATIONS SHALL BE
								PERFORMED AT	LEAST ANNUALLY.
								CATERORY 1 PER	ODIC SAFETY TESTS, AS
lests performed	f by:	1.10-11.11.11.11						DEFINED IN ASME	A17.1, AS ADOPTED BY
levator Technic	ian:			cc:		Date:		PERFORMED ANNU	LE 61C-5 DD1., SHALL BE JALLY.

A17.1b-2013 www.miamibeachfl.gov 03/2018

Page 2

WITNESSING OF ELECTRIC TRACTION ELEVATORS CATEGORY 5 PERIODIC TESTS

Andrew Control of the	T OF WI	i i		CITY OF MIAMI BEACH PUBLIC WORKS ELEVATOR SAFETY DIVISION
		F-1 (1980)	OF TESTS	1700 CONVENTION CENTER DRIVE 1ST FLOOR MIAZZI REACH EL 31130 Tel 305 87-1725
Owner/Agent:Tel. No				
Received By: Print:				Serial No.
Building Name				EBL No.
Property Address:		Miami Be	ach, Florida	Case No.
Elevator Company:Inspection Company:				INSPECTION DATE:
Inspector Name:				
A17.1b-2013 8.6.4.20 Periodic Test Requirements —			- F	Time coast in the coast
964 001	assed	Failed	N/A	Time spent in this unit
854202	assed	Failed	N/A	Start Time:
8.6.4 20.3 Oil Buffers Pa	assed	Failed	N/A	End Time:
8 6.4.20.4 Braking System Pa	assed	Failed	N/A	NOTICE TO ELEVATOR OWNER
8.6.4.20.5 Emergency and Standby Power Operation Pa	issed	Failed	N/A	PER CHAPTER GIC-S FLORIDA ELEVATOR
8.6.4.20.6 Emergency Terminal Stopping and Speed-Limiting Devices Pa	ssed	Failed	N/A	SAFETY CODE, SERVICE MAINTENANCE
8.6.4.20.7 Power Opening of Doors Pa	ssed	Failed	N/A	CONTRACT, RULE 61C-5.013(1):
	issed	Failed	N/A	A SERVICE MAINTENANCE CONTRACT AS
8.6.4.20.9 Inner Landing Zone Page	ssed	Failed	N/A	DEFINED BY SECTION 399.01(10). F.S.,
	ssed	Failed	N/A	MUST INCLUDE ROUTINE EXAMINATIONS
8.6.4.20.11 Emergency Brake Page Page Page Page Page Page Page Pag	issed	Failed	N/A	THE FOLLOWING MINIMUM
Governor Overspeed Switch Speed (ft/min): Governor Tripping Speed	d (ft/min):		THE FOLLOWING MINIMUM REQUIREMENTS
Governor Rope Pull Thru Force (lbs) Pull Out Force (lbs):			2010/2014	(b) ROUTINE EXAMINATIONS SHALL BE
Safety Stopping Distance (in): Unintended Car Moveme	ent Stop	ping Distan	ce (in)	PERFORMED AT LEAST ANNUALLY
Additional Comments: Contract Speed (ft/min):				CATEGORY 1 PERIODIC SAFETY TEST, AS
The part of the second of the			***	DEFINED IN ASME A17.1, AS ADOPTED BY
Tests performed by:				REFERENCE IN RULE 61C-5.001, F.A.C.
Elevator TechnicianCC		_ Date:		SHALL BE PERFORMED EVERY FIVE YEARS

A17.1b-2013 www.miamibeachfl.gov 11 2018

ESCALATORS/MOVING WALKS INSPECTION

TYPE O	F INSPECTION	INS	PECTION ACTION	1	CITY O	F MIAMI BEACH
	c Inspection	AP	Pass			BLIC WORKS
Compli	ance Inspection	PA	Partial Pass		III.	SAFETY DIVISION
Other:			Sealed	REPORT OF ESCALATORS/MOVING WALKS		N CENTER DRIVE, 1ST FLOO
			Other:	VIOLATIONS		BEACH FL 33139 305-673-7225
Owner/Age	nt:			Tel. No		
Received By	<i>r</i> :			Print:	Serial No.	
Building Na	me:				EBL No.	
Property Ad	ldress:			Miami Beach, Florida	Case No.	
Elevator Co	mpany:		Inspe	ection Company:	1	CTION DATE:
Inspector N	ame:			CEI: No:		253475
VIOLATION:	S: See Reverse Side	for Des	cription		Time spent in	
8.11.4.1	Periodic Inspection a RequirementsEscala		Aguing Walles		Start Time:	
8.6.8.15	Periodic Inspection a		IOANIP AAGIKZ:		End Time:	
6.0.6.15	RequirementsCatego	ory 1:				ESCALATOR OWNER
8.6	Maintenance				ANY VIOLATIONS N	OTED MUST BE CORRECTE
8.6.8	Maintenance of Es	calator			INSPECTION. FAILU	FROM THE DATE OF THE REBY OWNER TO COMPLY I
8.6.9	Maintenance of Me	oving Wa	lks		ADDITION TO ANY	ADMINISTRATIVE FINE, II OTHER PENALTY PROVIDE ALATOR/MOVING WALKS I
A.17.3	Part V Escalators	•••••••••••••••••••••••••••••••••••••••			OPERATING UNDER	A FULL SERVICE CONTRACT ELEVATOR COMPAN
A17.3	Part IX Moving Walks	9		· action and a second s		OPERATION WILL NOT B
Comments					ISSUED UNTIL ANY	VIOLATIONS NOTED HAV
	I				HAS BEEN RECEIVED PAID.	AND THE CERTIFICATE FEE
hereby certi	fy that the above vio	lations h	ave been corrected.		THIS REPORT MUST	BE RECEIVED BY THE CITY OF
Dumer / Deve	loner:		itte:	Date:	MIAMI BEACH WITH	IN 5 BUSINESS DAYS OF THE
210.161 / Deve	торет.		Title:	Date:		

A17.1b-2013 www.miamibeachfl.gov 11 2018 PAGE 1 OF 2

ESCALATOR/MOVING WALKS TESTING REPORT

TYPE OF INSPECTION	TYPE OF UNIT	INSPECTION	ACTION	T-5		
Acceptance	Escalator	Pass	Sealed	0116	UC WORKS - Elevator Sa	
Test Cat 1	Moving Walk	Partial Pass	Other		D Convention Center Dr	
	the ten to the ten	The state of the s	The state of the s			THE RESIDENCE OF THE PARTY OF T
*All fields must be filled <	out prior to submittal or fo	rm will be subject to return to	w Man The Man The Philips	M	Miami Beach, FL 331	
Owner/Agent		Tel No.	return to compension		Tel 305-673-7229)
Received By		Print Name:		Scrial No		
Building Name				EBL/BL No.		
Property Address		Miami Beach, Florida		Case No		
Elevator Company.		· y · · · · · · · · · · · · · · · · · ·		Inspection Date	//20	
Inspector Name		Inspection Company:		Start Time	AM PM	
Violations See Reverse Side I	for Description	CEI No:		End Time.	AM PM	
ITEMS TO TEST	To description					
Vertical Comb Plate Impact 1	SO Grassov Contra			OWER		JPPER
Horizontal Comb Plate Impact			Value	Pass Fail N/A	Value.	Pass Fail N/A
CC 2000	PROCESS OF THE THE THE	Carlotte State of the State of	Value:	Pass Fail N/A	Value	Pass Fail N/A
Horizontal Comb Plate Impact		The state of the s		RIGHT	LEFT	RIGHT
fandrail Entry			Value: PFN/A	Value PFN/A	Value: PEN/A	Value: PFN/A
roken Step Chain Switch			Pass Fail N/A Pass Fail N/A	Pass Fail N/A	Pass Fail N/A	Pass Lait N/s
tep Level Device			Pass Fall N/A	Pass Fail N/A	Pass Fail N/A	Pass Fail N/F
kirt Obstruction Device			Pass Fall N/A	Pass Fail N/A	Pass Fall M/A	Pass Fall N//
p Thrust Switch			Pass Fall N/A	Pass Fail N/A Pass Fail N/A	Pass Fall N/A	Pass Fall N//
faridrail Speed Sensor			The same of the sa	and the second		
A STATE OF THE STA	the state of the state of	Personal Property and Property	The same of the sa	WER	Pass Fall N/A	Pass Fall N/A
it Stop Switch		2000		Fail N/A		Fan N/A
top Button & Buzzer				Fail N/A		Fail N/A
rake Torque			Sen Style Style Style Style	The Mary The Total	Value	Pass Fail N/A
roken Drive Chain Switch			The state of the s	A THE THE THE THE		fail N/A
roxen Drive Chain Device			276 74 N. W. W.	Service Property Control		Fall N/A
Main Gear Locking Bar				No. Con. May Tong The .		Fail N/A
Assing Step Device				ail N/A		Fail N/A
overnor Speed Switch			The The The The The	The Transfer Was The		Fail N/A
eversal Stop Switch				The state of the s		Fail N/A
tarting Switches	***************************************			ail N/A		Fail N/A
Aissing Floor Plate Sensor	Pass F	ail N/A		Fail N/A		
rake Shroud Switch	A STATE OF THE STA			Fail N/A		
lotor Displacement Switch			Salah Maria			Fail N/A
kirt Index			Skirt Deflect	or : Yes or No	Value	Pass Fail N/A
em No:		Comments:				Code Reference:
ests performed by.					74.01	
cass performed by		Elevator Technician			CC	Date



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MONTHLY CONTRACTED ACTIVITY REPORT

10:	Bureau of Elevator Safety - Compliance Section	
FROM:	Reedy Creek Improvement District City of Miami X City of Miami Beach Miami-Dade Broward County	
SUBJEC.	T: ELEVATOR INSPECTION FOR THE MONTH OF	to
1	ROUTINE/PERIODIC INSPECTIONS PERFORMED	
2	PERIODIC TESTS PERFORMED	Cat.1,3,5
3	INITIAL INSPECTIONS PERFORMED (FINAL)	
4	CALLBACK INSPECTIONS PERFORMED	
5	ALTERATION INSPECTIONS PERFORMED (FINAL)	
6	CONSTRUCTION INSPECTIONS PERFORMED	
7	COMPLAINT INSPECTIONS PERFORMED	
8	ACCIDENT INSPECTIONS PERFORMED	
9	ELEVATORS SEALED FROM PUBLIC USE	
10	NEW ELEVATOR/ESCALATOR PERMITS ISSUED	
11	ALTERATION PERMITS ISSUED	
12	TEMPORARY OPERATION PERMITS ISSUED	
13	NUMBER OF ACCIDENTS REPORTED	
14	NUMBER OF COMPLAINTS REPORTED	
15	NUMBER OF ELEVATORS/ESCALATORS	
	TOTAL INSPECTIONS (1 THROUGH 8)	-
	, CEI # REPRESENTATIVE OF CONTRACTED AGENCY	DATE
	Attachment	

Start Date	12/02/2019	End Date	12/31/2019	View Report



ESTATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS

MONTHLY CONTRACTED ACTIVITY REPORT

10: Bureau	of Elevator	Safety - Compliance Section
FROM:	x	Reedy Creek Improvement District City of Miami City of Miami Beach Miami Dade Broward County

SUBJECT: ELEVATOR INSPECTION FOR THE MONTH OF December 12/02/2019 to 12/31/2019

(75.00		
ITEMS	INSPECTION TYPE	COUNT
1	ROUTINE/PERIODIC INSPECTIONS PERFORMED	31
2	PERIODIC TESTS PERFORMED cat 1,5	26
3	INITIAL INSPECTIONS PERFORMED (FINAL)	13
4	CALLBACK INSPECTIONS PERFORMED	31
5	ALTERATION INSPECTIONS PERFORMED FINAL	2
6	CONSTRUCTION INSPECTIONS PERFORMED	13
7	COMPLAINTS INSPECTIONS PERFORMED	1
10	NEW ELEVATOR/ESCALATOR PERMITS ISSUED	
11	ALTERATION PERMITS ISSUED	4
12	TEMPORARY OPERATION PERMITS ISSUED	5
15	NUMBER OF ELEVATORS/SCALATORS	2402
Printed 1/13/2020	2:30:06 PM	Page 1 of 1

Page 1 of 1

-	INSPE	ECTIO	ON D	ATE			RTIFIE					TYPE O		ECT	TION		TIME IN	ř		ate of F		TC	מו	INI	SDE		T14	Page ON F				~		SE	RIAL	NU	MBER
(widy 2010)	0 0	0	(Ó)	14		0	0	(o)				Routin Alterat Callba	ion Acc	epta	ance		TIME OU	JT		nspect							114		C#	P (JK	1	(O) (1)	(0) (1)	(i)	(ō) (1)	(0)
2020-020	0 (1)(2)(3)(4)(5)(6)(7	0 1 (2)(3)	4	15 16 17 18		2:3:4	3	3 4	3 4			Constr Initial A Tempo Inspec	ccepta				Building h						44.	. 22	Attac	chm	ent	-IC					2 3 4	2(3)(4)(2)(3)(4):5	2(3)(4)(5)(2)(3)(4)(
	(5) (6) (7)	- 1	567	18 19 20 21 22 13		6	6	(5) (6) (7)	6			Accide Comple		ONL	Υ		City										1						5 6 7 8	5)-6)-(7)-8	5)6)7.8	5.6.7.8	4)(5)(6)(7)(8
	(8)		(9)	13		9	8 (9)	9	9			Compli	y Over	sight		it C	CEI - FL	Certifi Certifi	ied Ele	IONS vator Insp vator Tech levator Co	nician		rtify tha	at as the o	ERVIS	ompar	y sup	CONSTR ervisor, I dire tached elev	ctly s	upen	ised th	affidavi	(9)	ė	9 allatio	9 n of th	9
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VIOL.	ATION 1				VIOLA	TION	2			VIO	LATION	3		VIOLA	ATION (0		VIC	DLATION	15		VIOLA	TION 6			VIOLAT	ION 7			VIC	LATION	18		-	VIOLA	TION 9	
01123345	0)(1)(2)(3)(4)(5)(6)	0 (1 (2)(3 (4)(5)(山 (耳,の,区)(O)	0.1.2.3.4.5.6	0.1.2.3.4.5.6	0)(1,(2)(3)(4)(5)(6		E:H:S:S:O	2	ìÃ	0 1 2 3 4 5 6	$(\mathbb{D},\mathbb{Z},(0),\mathbb{Z})(0)$	0,1,2,3,4,5	0.1(2)(3)(4)(5)(6	0.1.2.3(4)5	(H, L) (M, 2) (O)		012346	(O)(1)(N)(M)(4)(5)(G	$(\mathbb{H})(\mathbb{E})(\emptyset)(\mathbb{E})(\mathbb{O})$	0(1)(2)(3)(4)(5)(6)(7)(8)(9)	0.(1)(2)(3)(4)(5)	0)(1)(2)(3)(4)(5)(6	(D)(Z)(O)	0.1.2(3)(4)(5)(6)(7)(8)(9)	0.(1)(2)(3)(4)(5	0 1 2 3 4 5	E:H:0:E:O	2	1			E TO SO	0.1.2.3.4.5	0.11,2,3,(4)(5),6	0)11.2)3)(4)(5)(6):7
6 7 8 9	6)(7)(8)(9))(6)(7)(8)(9)			7 (8)	7 8 9	7 8 9			7 8 9	7 8 9	7.8.9		(6)(7)(8)(9)	7 8 9	6 7 8 9		8	8	6789		(6)(7)(8)(9))(6)(7)(8)(9)	(6)(7)(8)(9))(6)(7)(8)(9)	6.7.8(9)	6,7.8.9		6.7.8.9	7	6)(7)(8)(9			6.7.8.9	9,6,7,8,9	6.7.8.9
				ОМ	ME	The state of	AN	D B F	RUE	D	ESC.	RIPTIO	N WIT	H C	ОΒ	(en	ATION						I ce Routi	ertify tha	at I have	CE e per	RTII	FIED EL	EVA med	VT O	RIN	SPEC	t O E				
												1.27										0	Accepaltere by the Violat report Install of Chi Florid	otance in d install a ASME ions cite t have be lation me apter 39	nspection as A17.2 In ed on the een corrects or eets or e9, Floridag Code	n of n record spec prevected excee a Sta adop	ew or mmer tors frous rous ds mi tutes ted b	nded	ndaro	0 of	the	٥	Comp Does Is Exe on 399 onal er ss/fire	Not (Not (empt 9.15, F merge key re	Com Fron Florid ency e equire	ply W n a Sta alevat	tutes: or
olatic tutes	ns are Viola	e cite	d, thi s mus	s rep st be	ort c	cons	stitute	s an	Orde	er to	Corr	ect as o ordance	utlinad	in a	200	.061((4), F	4), Flori Iorida S	da Italui	les.	Pas Fai	ss	Signat Print N					-0-	CEI#	lumbe	et	7300	aom	Hen	1-1/			
nature nt Nam	2											Title Phone		*		1 1 1					-			ICE TO				Cor	nplet	ed i	nspec	cuon r Bureau	epon u of E	mus	i De	afety	

PUBLIC WORKS - Elevator Safety Division

1700 Convention Center Drive, 1st FL Miami Beach, Florida 33139

Main Line: 305-673-7225 www.mianubeachtl.gov

SUPERVISOR AFFIDAVIT FOR NEW CONSTRUCTION OR ALTERATION

l,	(supervisor's	name),	do he	reby attest that
	(property	address)	under	Permit Number
EVC/EVR#D/MB#:				
compliance with the applicable provisions of Florida Statut		American S	ociety of M	techanical Engineers
(ASME) Standard A17.1 and the Florida Administrative Co.	de, Chapter 61 C-5.			
I represent			lolovator -	
the supervisor of installation.			leievalor C	ompany namej, as
Elevator Certificate of Competency No: Nar	ne of CC holder:			
Supervisor's Signature (x)				
THIS ORIGINAL SIGNED DOCUMENT MUST BE RETURNED TO				
ORDER TO ISSUE A CERTIFICATE OF OPERATION FOR THE ELEV.	ATOR DESCRIBED HEREIN	Y IF NEW C	ONSTRUCTI	ON OR ALTERATION
THIS DOCUMENT WILL THEN BE RETURNED TO THE PUBLIC WOS	IKS - ELEVATOR SAFETY	DIVISION B	Y THE ELEV	ATOR INSPECTOR.
STATE OF FLORIDA COUNTY OF				
The foregoing instrument was acknowledged before me this	day of		, 20	, by
(r	name of person acknow	vledaina)		
	person dention	neoging).		
Personally Known or Produced Identification	ltion			
Type of Identification Produced	***************************************		-	
				1
Signature of Notary Public, State of Florida				
, , , , , , , , , , , , , , , , , , , ,				
Printed Name of Notary Public, State of Florida				
	THE PERSON NAMED IN			

DBPR HR-7016 - Division of Hote. .nd Restaurants, Bureau of Elevator St **Elevator Owners Accident Report**

Florida law requires certificate of operation holders to submit the following form to the division in the event of an elevator accident. Failure to file this report within five workings days of the accident could result in a fine of up to \$1,000.

		SECTION 4 FO				
	· · · · ·	SECTION 1 - EQ	the state of the state of			
License Number	Elevator	Moving Walkway				m/dd/yyyy)
Owner Name	Escalator	Wheelchair Lift	Time of Acc		Minute	AM PM
Owner wante			Business N	ame		
Building Address	-			T C::		
a analing i national				City		
County		State	Zip Code	Phone	Number	
		SECTION 2 - SEF	RVICE MAINTEN	NANCE		
Is the elevator or esca			contract?	Yes N	40 🔲 U	Inknown
Name of Elevator Mai						
Was the elevator serv			Most recent re	equired test per	rformed?	Test Date
	dicate date (MM/	/DD/YYYY)	6	1 3	5	
Yes No			months ye		years	(mm/dd/yyyy)
		SECTION 3 - A	CCIDENT DETA	AILS		
Brief Narrative: (attach	n additional shee	ets as necessary)				
PLEASE CHECK ALL	L THAT APPLY					
Medical Attention		ruises	ent Hand	Fingers	☐ Hair	Other
Req'd Y N	☐ Trip ☐ Cu		☐ Leg	☐ Knee	Foot	Toes Torso
Other Factors: C	arryon Items/Pa	ckages Strolle			chanical	Other
Clothing/Footwear Inv	olved: Slee	eves Purse [ress/skirt	Pants	Coat Other
Equipment Involved:	☐ Door Open			A CONTRACTOR OF THE PARTY OF TH	sc. Side W	
Witnessed Activities:	☐ Unsafe Ride		quipment Malfun			All LLSC. Italing
Post Event Inspection		N Performed by			Da	ito
(Optional) Unit Cleared f			eared By:	CEI#	Da	47 (1915)
		SECTION 4 - REP				.16
Report Submitted by		Date	Title		17	2 1 O 10 10 O
(print name)		Date	Tide		12	Current Certificate ? Y N NA
Signature		· · · · · · · · · · · · · · · · · · ·	Phone Numbe	er (Contracted	Jurisdiction
						dilicalono

Disclaimer: This report will assist the division in identifying ways to improve rider safety and will not be used to assign blame or liability. Florida law requires the elevator's certificate of operation holder to submit the report to the Bureau of Elevator Safety within 5 days of the accident. You may fill in the online form or Portable Document Format (PDF) version of this report, save it to your hard drive and e-mail it to: dhr.elevators@myfloridalicense.com, or you may mail the report to:

Attachment-ID

Department of Business and Professional Regulation, Division of Hotels and Restaurants, Bureau of Elevator Safety, 2601 Blair Stone Road Tallahassee, FL 32399-1013

Phone: 850.487.1395



PUBLIC WORKS – Elevator Safety Division

1700 Convention Center Drive, 1st FL Mrami Beach, Florida 33139 Main Line: 305-673-7225

www.miamibeachfl.gov

ELEVATOR OWNERS ACCIDENT REPORT

orida law requires certificate of a silure to file this report within 5 bus						
silure to file this report within 5 bus	SECTIO	N 1 - EQUI	PMENT LOCATI	ON	55 * 30M=11	
icense Number			Elevator Escalator	☐ Mo	ving Walkway eelchair Lift	/
Accident Date: / /:	20		of Accident:			
Dwner Name.		Busin	iess Name		inole	U AM U
roperty Address						
ity.	County.		State		Zip Code	
hone Number: ()			Email Address		1-1-0000	
	SECTION	1 2 - SERVI	CE MAINTENAN	4CE		
the elevator or escalator under a		e contractor?	Yes	□ No	Unkn	own
lame of Elevator Maintenance Cor	mpany		-		-	
Vas the elevator service maintenan I Yes No if yes, indicate	nce company notifie date. / /2		ecent required tes	I performed? ☐ 3 YR ☐ 5YR	Test Date	:20
		ON 3 - ACC	IDENT DETAILS	3 18 1 318		/20
Fall Bruises Entrapme Trip Cuts Arm	Leg	Fingers Knee	Hair Other_ Foot Toes		′es □ No)
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ATTACHMENT IV

DEPARTMENT INFORMATION TECHNOLOGY RESOURCES AND DATA ACCESS SECURITY

The Contractor shall comply with Rule 74-2, Florida Administrative Code (F.A.C.), and comply with the following data security requirements in the event the Contractor has access to any Department data systems or software:

- a. <u>Data Security Officer</u>: The Contractor shall designate an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's Division of Technology and shall maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes submitting required access request documents for Department approval, and tracking all contractor employees that have access to any Departmental data system or information. The Data Security Officer shall ensure that user access to the data system or information is timely removed for all separated Contractor employees. The Contractor agrees to notify the Department's assigned contract manager in writing within twenty-four (24) hours of employee resignations or layoffs, and immediately for involuntary terminations for staff that have access to the Department's information systems. As applicable, the Contractor shall execute a network connection agreement that shall ensure compliance with Department security policies prior to connection to the Department's internal network as required by Rule 74-2, F.A.C.
- b. <u>Security Policies and Attestation</u>: All Contractor employees who have access to Departmental information technology systems and/or Department data shall be required to read and comply with all appropriate Department information technology security policies and shall sign and submit to the Department's assigned contract manager an attestation that they have read, understood and agree to comply with each policy. Upon execution of this contract, the Department's assigned contract manager shall provide a copy of all appropriate Department information technology security policies to the Contractor.
- c. <u>Technology Access</u>: The Department reserves the right, at its sole discretion, to grant permissions for access to Department network, systems, and data. Any staff employed by an entity under contract to the Department must be granted specific permission by the Department for access to the Department's network, systems, and data. The Department reserves the right to unilaterally suspend access for security reasons. Contractor employees shall be granted access to Department information technology resources based on the principles of "least privilege" and "need to know." The Department's assigned contract manager, in conjunction with the Department's Division of Technology, shall conduct quarterly access reviews of the Contractor's employees to ensure that access for separated employees was timely reported and removed.
- d. <u>Employee Background Screening</u>: Background screening is required for all Contractor employees hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high. The Contractor agrees to conduct Level 2 background screening for such employees as described in s. 435.05, F.S., and Rule 74-2, F.A.C., at the Contractor's expense. For other Contractor employees who request access to Department data or

information technology systems but do not fall into the above category, the Contractor agrees to conduct a Level 1 background screening as described in s. 110.1127 and s. 435.05, F.S., at the Contractor's expense. For each Contractor employee, the Contractor shall sign and submit to the Department's assigned contract manager an attestation, provided by the Department, that verifies the appropriate Level 1 or Level 2 background screening was completed and reviewed by the Contractor; that the screening has not revealed disqualifying information pursuant to ss. 435.03 (2) and (3), F.S. (for Level 1) or ss. 435.04 (2) and (3), F.S. (for Level 2), or computer-related crimes pursuant to Chapter 815, F.S.; and that the Contractor assumes responsibility for the employee's use of the Department's data and information resources.

- e. Employee Security Training: The Contractor shall provide information security awareness training to employees with access to Department information technology resources and data in accordance with Rule 74-2, F.A.C. Initial training shall be provided within 30 days of contract execution or employment start date, and annually thereafter. Employees with access to records that are exempt or confidential and exempt from public records disclosure requirements shall be given specialized training regarding access and use of this information. All information security awareness training materials used by the Contractor shall be submitted to the Department's assigned contract manager upon request. The Contractor shall maintain records of individuals who have completed initial and annual security awareness training and shall make these records available to the Department upon request.
- f. Data Protection: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall comply with the Department's information technology security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services. These measures include protecting technology resources through physical controls such as building security and strategic placement of computer monitors. If Department data will reside on the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system on which Department data resides. No Department data or information shall be stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law or expressly agreed to by the Department.
- g. <u>Data Encryption</u>: The Contractor shall make every effort to protect and avoid unauthorized release of any sensitive, exempt or confidential information by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices. Remote data access shall be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the Department.
- h. <u>Sensitive, Exempt and Confidential Information</u>: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall protect sensitive, exempt and confidential information from unauthorized access and use as required by the Department's information technology security policies. Such information includes, but is not limited to, personal information as described in ss. 501.171(g), F.S. Access to sensitive, exempt and confidential data shall be granted to the Contractor and subcontractors by the Department on a need to know basis. Except as required by law or

legal process and after notice to the Department, the Contractor shall not divulge to third parties any sensitive, exempt or confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contractual services.

- i. <u>Investigation of Breaches</u>: The Department shall have the right to investigate any error attributable to the Contractor relating to access or dissemination of exempt or confidential and exempt records, as well as any instance of lost or missing data. The Department may take appropriate legal action as a result of such investigation.
- j. <u>Security Breach Notification</u>: The Contractor agrees to notify the Department's assigned contract manager as soon as possible, but no later than 3 business days following the determination of any breach or potential breach of personal information and/or confidential departmental data. The Contractor shall provide notice to affected parties of a security breach in accordance with s. 501.171, F.S.
- k. <u>Equipment Sanitization</u>: The Contractor shall enforce a procedure for sanitizing surplus or transferred equipment to protect any sensitive or confidential Department data that may reside on that equipment. At a minimum, the Contractor shall ensure that sanitization is completed according to acceptable methods described in Rule 74-2, F.A.C., and provide documentation to the Department's Division of Technology, evidencing completion of the equipment sanitization.
- I. <u>Contract Termination</u>: Upon contract termination or expiration, the Contractor will:
 - i. Copies: Submit to the Department's assigned contract manager copies of all finished or unfinished documents, data studies, correspondence, reports and other products prepared by or for the Contractor under this contract; submit copies of all Department data to the Department in a format to be designated by the Department in accordance with s. 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined by s. 501.171, F.S.); all copies containing personal information must be made unreadable;
 - ii. Originals: Retain its original records such as data required by this contract and maintain (in confidence to the extent required by law) the Contractor's original records in un-redacted form, until the records retention schedule expires according to State of Florida General Records Schedule GS1-SL, and to reasonably protect such documents and data during any pending legal hold, investigation or audit;
 - iii. Both copies and originals: Upon expiration of all retention schedules and legal holds, audits or investigations, with notice to the Department, destroy all Department data from the Contractor's systems, including but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
- m. <u>Subcontractors</u>: The Contractor shall require that any entities subcontracting with the Contractor who are granted access to Department data or information technology systems comply with the data security requirements stated above.