

**DOWNTOWN RESIDENTIAL GRANT  
APPLICATION FORM**

**Applicant**

Name Jodi & John Mowery  
Address 1165 Main Street, Broomfield CO 80020  
Phone Work 720.320-3239  
Home 303 438 9614  
Email landlinedoughnuts@gmail.com

**Project Information**

Building Address 321 Main Street, Longmont, Colorado  
Legal Description Lot 39 Block 63 Longmont CT

Property Owner (if different from applicant)

Contact Name Just Machine LLC  
Phone 206-369-2627  
Email bruce@oberg.org  
Mailing Address 2212 Queen Anne Ave N Box 323

Lease term (if applicable) \_\_\_\_\_ Lease expiration date \_\_\_\_\_

Number & description of residential units in project 1 unit

Queen Anne  
WA, 98108

## Description of Proposal

We would like to turn the upstairs space at 321 Main Street into a 2-bedroom residential apartment. Because downstairs is a retail space, this will involve fire suppression on all three levels.

## Project Schedule (Attach timeline for completion, if one exists)

Start Date 12-1-21 End Date 1-31-21

## Source of Funds for the Project

- a. Just Machine LLC \$ \_\_\_\_\_
- b. \_\_\_\_\_ \$ \_\_\_\_\_

Total Cost of Project \$ 700,000

Total Cost of Residential Renovation \$ 20,000+

Residential Grant Request \$ 5,000

25% of project cost\*

\*Grant limits depend on Housing type. See chart on page 1.

Applicant, by virtue of signature on this applicant document and upon acceptance of funds provided by the Longmont Downtown Development Authority, agrees to the terms and requirements of the Downtown Residential Grant Program.

11-12-21  
Date

Signature

Jodi Mawer



COMPLETE FIRE SPRINKLER SYSTEMS FROM DESIGN  
CONSULTATION THROUGH FINISHED INSTALLATION

Five Res.

**\*\*PROPOSAL\*\***

October 1, 2021

MW Golden Constructors  
Attn: Kevin Byczkowski  
303-688-9848

Proposal delivery via email: kbyczkowski@mwgolden.com

**RE:** Landline Doughnuts Fire Sprinkler  
321 Main Street  
Longmont, CO 80501

Freedom Fire Protection, LLC is pleased to provide you with a proposal to furnish and install a new fire sprinkler system for the above referenced project as described in the following scope of work.

#### **Inclusions**

- Our work will begin at a new 4" flange @ 1'-0" AFF
- It will include a double check backflow preventer, flow and tamper switches, fire department connection, and the necessary devices for a complete sprinkler system per the requirements of NFPA 13
- A light hazard occupancy system to be designed and installed for entire building
- Exposed pipe and heads will be installed in all areas
- All work will be performed in accordance with NFPA 13
- Price includes design, materials, labor, and city fees for the interior fire sprinkler system

#### **Exclusions**

- Painting/masking of piping or heads
- Underground fire line work
- Cutting/patching of drywall
- Fire extinguishers
- Wiring/monitoring of alarms

**Total price for the above mentioned work is: \$18,894.00**  
**Eighteen Thousand Eight Hundred Ninety Four Dollars and 00/100**

**Alternate #1 – to provide a fire sprinkler system for the upper level and attic:**

**ADD \$19,946.00**

**Alternate #2 – to provide a fire sprinkler system for the basement:**

**ADD \$7,296.00**

Invoice type: Progress billings; billed by the 25<sup>th</sup> of each month & paid by the 10<sup>th</sup> of the following month.

**Please note:**

We must have an executed copy of this proposal to proceed with this project.

Sincerely,



Andrew Teebken, Sales  
Freedom Fire Protection, LLC.  
[AndrewT@freedomfirepro.com](mailto:AndrewT@freedomfirepro.com)

Note: This proposal may be withdrawn by Freedom Fire Protection, LLC. if not accepted within 30 days.

**Acceptance of Proposal:**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



# COSCO Fire Protection

November 9, 2021

MW Golden Constructors  
1700 Park Street  
Castle Rock, CO 80109  
Attn: Kevin Byczkowski

Re: Fire Sprinkler Proposal – Landline Doughnuts, Longmont, CO REV #1

COSCO Fire Protection, Inc. is pleased to present you with the following lump sum proposal for the addition of a fire sprinkler system to the building for the Landline Doughnuts project at 321 Main Street, Longmont, CO.

Work is based on City Comment drawings provided by Lewis Himes dated 10/08/2021. No fire sprinkler specifications were provided.

COSCO Fire Protection hereby proposes to furnish all labor, equipment and materials to perform all work as required, described in the following Scope of Work:

<b>Bid Pricing as Proposed - \$ 47,870.00 - Forty-Seven Thousand Eight Hundred Seventy Dollars</b> <b>Included value of Residence portion of work (must be performed as one project): \$8,795.00</b>
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## Scope Clarifications:

- Cosco's scope of work is to begin at a 4" flanged spigot, two holed and plumb located 1'-0" above finished floor in building crawl space. The new underground piping feeding that spigot is to be tested and flushed prior to COSCO connecting to it and is to be installed, tested, and flushed by others.
- The new "WET" pipe fire sprinkler system will be installed as a single zone to protect the entire building including the basement, crawl space protection, 1<sup>st</sup> floor commercial space, and the 2<sup>nd</sup> floor residence.
- Piping from the provided flange in the crawl space to the basement will be galvanized piping and fittings. A ¾" outlet will be provided before the fire backflow for the domestic supply connection in line with the City of Longmont detail.
- A flush Single Snoot type FDC connection will be provided on the front outside wall of the building within 40' of a system main or the fire sprinkler riser.
- Fire system piping downstream of the backflow will be black with threaded and/or grooved fittings and as allowed by NFPA 13.
- All sprinkler piping is assumed to be exposed in all areas of the building. Areas with ceilings will need to be installed tight to the bottom of the building structure, rocked tight at structure above any dropped ceilings, or removed to exposed structure to ensure no interstitial ceiling spaces exist requiring sprinkler protection above and below. The two bathrooms on the 1<sup>st</sup> floor and some areas in the residence will need cut and patch activities, by others, to facilitate the installation of the sprinkler piping. COSCO will coordinate these activities with MW Golden.
- System design and installation will conform to minimum NFPA 13 for the basement and 1<sup>st</sup> floor, NFPA 13D for the 2<sup>nd</sup> floor residence, and local AHJ requirements. All materials and equipment will be UL/FM approved for fire protection and as allowed by NFPA 13.
- Fire system piping will be black with threaded and/or grooved fittings and as allowed by NFPA 13.
- Fire sprinklers shall be located for light and ordinary hazard group I occupancies as allowed by NFPA 13 in the basement, and 1<sup>st</sup> floor space. Fire sprinklers in the 2<sup>nd</sup> floor residence will be provided per NFPA 13D (as allowed per Longmont Fire) – Proper rated separation from the 1<sup>st</sup> floor to the 2<sup>nd</sup> floor residence is to be provided as a part of the project by others.
- Sprinkler protection will be installed into the excavated channels in the crawl space. Fire blocking/insulation/proper separation for the unexcavated portions of the crawl space allowing them to be unprotected is by others.
- Work shall be performed during normal working hours: M-F 7:00 AM-4:00 PM
- System approvals and permits will be secured through the Longmont Fire Department.
- Brass upright sprinklers shall be provided in exposed areas. Design consideration will be provided to utilize sidewall sprinklers where possible in the 2<sup>nd</sup> floor residence.
- An adequate space for staging/laydown of materials will need to be provided within the project area
- No fire flow was available prior to bid. We have provided pipe sizing based on the underground being able to supply 500 gpm at 60 psi. Should the planned underground be incapable of providing this, additional costs will apply.
- COSCO is to have unencumbered access to the entire building during the project.
- Bid is valid for 30 days and includes our standard 1-year warranty.

## General Exclusions:

- Any work not specifically outlined above.
- Any needed/required excavation of areas of the crawl space for access or routing of any piping including the FDC if routed through the crawl space. If additional areas are excavated additional sprinkler protection may be required.
- Treatment or containment of expelled water.
- Ceiling and drywall removal and replacement.





# COSCO Fire Protection

## **Terms & Conditions**

### **ENTIRE CONTRACT**

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

### **PROPOSALS AND CONTRACT**

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

### **PAYMENT**

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

### **DELAYS**

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

### **EXCAVATION**

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

### **SITE FACILITIES**

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is inspected/tested, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

### **STRUCTURE AND SITE CONDITIONS**

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for inspection/test, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for inspection/test at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

### **INTERFERENCE'S**

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

### **LIMITATIONS OF LIABILITY**

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

### **SEVERABILITY**

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

### **ASSIGNMENT**

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

### **PRICES**

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

### **LEGAL NOTICE**

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

### **CLAIMS**

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

### **TERMS AND CONDITION/TECHNICAL SPECIFICATIONS**

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

### **ARBITRATION**

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

### **OVERTIME**

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

### **PROPRIETARY DATA**

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

### **DEFAULT**

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

### **BACK CHARGE**

No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

### **OSHA**

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.


November 13, 2021

To whom it may concern:

I, Bruce Oberg am the owner of Just Machine, LLC which owns the Historic Emerson Buckingham Bank Building at 321 Main Street, Longmont, Colorado.

I hereby permit Jodi Mowery and or John Mowery to act on my behalf in any matters pertaining to the construction, grants, permissions needed to move forward the operation of Landline Doughnuts & Coffee LLC on the premise. They have my full permission to work with city officials on my behalf.

Sincerely yours,

DocuSigned by:  
  
94D108C79B634F0...

Bruce Oberg  
Just Machine LLC

321 Main Street. Proposed upstairs residential 2 bedroom 1 bath apartment.

Above Landline Doughnuts & Coffee

