

DOWNTOWN RESIDENTIAL GRANT
APPLICATION FORM

Applicant

Name Aimes Love - Jennifer Walter

Address 331 Main St. 80501 11669 Brown Ct. 80503

Phone Work 720-340-4636

Home 720-480-8658

Email jennifer@aimeslove.com

Project Information

Building Address 331 Main St. Longmont, CO 80501

Legal Description Main level - commercial - switch upstairs to
2 residential units

Property Owner (if different from applicant)

Contact Name _____

Phone _____

Email _____

Mailing Address _____

Lease term (if applicable) _____ Lease expiration date _____

Number & description of residential units in project 1 studio unit and
1 2 bedroom unit.

Description of Proposal

upstairs was 3 offices & a conference room. We are converting it into two residential units, one studio & one 2 bedroom. Both w/ laundry facilities. Sprinkler & alarm system to make it residential alone is over \$80,000.

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

Start Date 3/24/21 End Date July 1, 2021

Source of Funds for the Project

- a. Luke Williams \$ 200,000
- b. Jennifer Walter \$ 200,000

Total Cost of Project \$ 400,000

Total Cost of Residential Renovation \$ 400,000

Residential Grant Request \$ 25% or max amount

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.

3/24/21 _____
Date Signature Jennifer Walter

331 Main St. Residential Grant Two (2) second floor units
Cost Sheet
Total Project Cost \$ 400,000

	1st Bid	Contractor	2nd Bid	Contractor
Fire Alarm	\$ 7,545	Frontier Fire	\$ 8,705	Trident
Sprinkler System	\$ 36,580	Frontier Fire	\$ 39,235	Total Fire
Total eligible expenses submitted	\$ 44,125		\$ 44,125	

Grant max allowed \$5,000/unit \$ 10,000 reimbursement must be no more than
25% of eligible expenses

331 Main St., 2nd Floor, Before Pictures



Building Inspection Division

To Schedule Building Inspections: <https://aca.ci.longmont.co.us/CitizenAccess>

Notice: Inspections will not be made unless this card is posted, the approved plans are on site, and the site is in compliance with stormwater quality requirements. 24 hour notice required on all inspections.
General Information: 303-651-8332



Permit Type: Fire Permit

Permit No. B202100785

Purpose:

Occupancy Type: Building Type: Square Footage: 6000
Permit Status: Issued Date Issued: 03/25/2021 Parcel: 131503312016

Address: 331 MAIN ST

Valuation: \$0.00

Type of Project: Tenant Improvement Construction Type of Construction: II-B
Type of Permit: Fire Sprinkler System Occupancy Class: A-2
Number of Stories: 2 Builder Area (sq ft): 6000

Notes:

Contractors:

(Specialty)
FRONTIER FIRE PROTECTION
3036290221
D14002843

Property Owner: MAHALO LOVE LLC

Phone:

1669 BROWN CT
LONGMONT, CO 80503

Applicant: Alec Atnip

Phone: 2142239901

9430 40th ave
Denver, CO 80238

Contact: Frontier Fire Protection

Phone:

9430 E. 40th Ave.
Denver, CO 80204

All work, storage of materials and management of the site shall comply with applicable federal, state, and local regulations. As per Longmont Municipal Code, Chapter 14.26 Stormwater Quality, appropriate and functional best management practices must be installed and maintained in order to prevent pollutants from entering the storm sewer system.

No work may be done on any part of the building or structure beyond the point indicated in each successive inspection without prior written approval of the Inspector. Written approval shall be given only after inspections have been made in each successive step as indicated by each of the inspections required. There shall be a final inspection and approval on all buildings completed and ready for occupancy. No building or structure may be used or occupied and no change in the existing occupancy classification of a building or structure shall be made until a Certificate of Occupancy has been issued.

Inspections are listed on the reverse side of this card.
To keep permit valid, inspections must be requested within 180 days



Frontier Fire

9430 East 40th Avenue, Denver, CO 80238 | Phone 303-629-0221, Fax 303-623-7830

9/22/2020

Luke Williams

Regarding, **Alma's Love**
331 Main Street
Longmont, Colorado 80501
Fire Sprinkler Monitoring System

Dear Luke,

Thank you for the opportunity to provide pricing for the above referenced project.

Frontier Fire is honored to present you our proposal for a New Fire Sprinkler Monitoring System.

This quotation is based on the following items to determine your specific Site requirements:

- System Layout based on 2nd Level Drawings dated 08.11.2020 and 1st Floor Plan
- All areas are to be fully protected by a Fire Sprinkler System without a Fire Pump
- System Design is based on "B" and "A-2" Group Occupancies
- Wiring to be in open FPLP at/above the ceiling, conduit system for riser only
- Additional Pricing is provided for Full Notification

Fire Sprinkler Monitoring System

The proposed scope of work is based the tenant improvement of an existing, 2-Story Building with Basement Building that will fully sprinkled under "B" and "A-2" group occupancies per 2018 IBC. The fire alarm panel will monitor the building's fire sprinkler system for water flow or tampering of any shutoff control valves and activate an outside horn/strobe upon sprinkler water flow. The Fire Suppression System for the Type I Kitchen Hood will be monitored by the FACP. An AES Wireless Transmitter will be provided for Monitoring of the New Fire Alarm System. Additional pricing is provided to provide full notification throughout the 1st and 2nd floors, including Horn/Strobes for the Front and Back of House Areas, Strobe Only Type Devices for Restrooms and Staff Lounge, and Low Frequency Sounders for dwelling units on the 2nd Floor. Notification in the basement is excluded (plans were not provided).

The Proposed Fire Alarm System Includes:

- (1) Notifier Addressable Fire Control Panel.
- (1) Smoke detector.
- (1) Manual pull station.
- (3) Addressable modules and for monitoring of fire sprinkler system. (To be verified with Fire Sprinkler Contractor)
- (1) Addressable module and for monitoring of Type I Kitchen Hood System.
- (1) Weatherproof outside horn/strobe for sprinkler water flow
- (1) Addressable Module for Monitoring of AES Wireless Transmitter.
- (1) AES Wireless Transmitter.
- (1) Document Record Cabinet
- (1) Graphic Map.

Add - Full Notification:

- (1) Weatherproof outside horn/strobe for Roof Deck.
- (5) Horn/Strobe Type Devices.
- (3) Strobe Only Type Devices.
- (4) Low Frequency Sounders.

Proposal includes labor and materials for system installation, panel programming, system pre-test and functional acceptance system test with the City of Longmont Fire Department. All work will be done during normal working hours (7am-5pm). Proposal includes fully engineered design, submittals and permit fees for Fire Department plan review.

Alma's Love Fire Alarm System Pricing

Fire Sprinkler Monitoring System:	\$7,545.00
Add - Full Notification:	\$2,995.00
Fire Alarm System with Additional Pricing:	\$10,540.00
Wireless Monitoring Service*	\$45.00 Per Month / \$540.00 Billed Annually
<small>*A Separate monitoring agreement will be sent to the owner.</small>	

Fire alarm



9430 East 40th Avenue, Denver, CO 80238 | Phone 303-629-0221, Fax 303-623-7830

Project Clarifications

Our proposal is subject to the attached Terms and Conditions as well as the following clarifications:

The following items have been included in our price:

- > Technician and project management time to properly coordinate, program and certify the system.
- > Installation of raceways, back boxes and wiring, device trim and correction of wiring faults for new devices only.
- > Design time to prepare engineered shop drawings with submittals as required by the AHJ.
- > Submission of plans to the AHJ, plan review fees.

The following items have been excluded from our price:

- > Design criteria more stringent than applicable code requirements or as noted in Scope of Work above.
- > All 120 VAC circuits including but not limited to the fire alarm control panels, digital communicators, fire dampers and door holders. (120 VAC will require to be dedicated and have a breaker lockout to on position)
- > Required phone lines or wireless service for system monitoring. (Phone line must be dedicated)
- > Monitoring service for fire panel.
- > Certified payroll and Davis Bacon wages. Purchaser agrees to maintain all things in readiness in accordance with the agreed upon schedule.
- > Costs associated with safety or training classes which you or your agent may require of our personnel.
- > Smoke control pressure/balance testing or visual smoke testing (if required).
- > Patching or painting for new or existing devices and access for new wiring run.
- > Repair of existing wiring or update of existing wiring to meet latest codes.

General conditions:

- > All applicable taxes are included in our submission. Payment terms are net 60 with approved credit.
- > Allow 2 weeks after receipt of P.O. and AutoCAD drawings to complete design. AutoCAD drawings to be provided at no charge. No work will begin until these items are received.
- > FRONTIER F.P. LLC. shall not be held liable for errors and omissions in designs by others, inadequacies of specified materials, indirect loss or damage.
- > Unless specifically included in this proposal, all bonding and/or special insurance requirements can be supplied at an additional cost.
- > If a formal contract is required, its conditions must not deviate from this proposal without our permission. Anything verbal or written which is contrary to these conditions shall be null and void.

Please do not hesitate to contact me with any questions you may have. Thank you for the proposal opportunity. We are looking forward in partnering with you to design and install this new fire alarm system.

Respectfully,

A handwritten signature in blue ink, appearing to read "AM", written over a light blue horizontal line.

Andy Mayer
Alarm & Detection/Special Hazard Estimator
Direct: 970.319.8233
Email: amayer@frontierfireprotection.com



Frontier Fire

9430 East 40th Avenue, Denver, CO 80238 | Phone 303-629-0221, Fax 303-623-7830

The following shall be the general terms and conditions of sale and/or for services between the purchaser and Frontier Fire. The parties agree that the terms and conditions contained herein are the sole and complete Agreement between the parties and supersede all prior oral and/or written representations. The purchaser's formal purchase order or acceptance form shall include a copy of the Frontier Fire formal proposal of the said project. Any deviations between the Purchase order and the Frontier Fire proposal shall be subject to review. Upon review any deviations that have been determined to be acceptable shall be required to be approved and signed by an authorized representative of Frontier Fire.

1 FRONTIER FIRE SERVICES Purchaser agrees that the services provided by Frontier Fire are outlined on the formal proposal which includes but not limited to a bill of materials, scope of work, listing of exclusions if any. Frontier Fire shall not perform unless specifically contracted any supervisory role of contractors outside of Frontier Fire's scope of work.

2 PAYMENT TERMS

GENERAL PAYMENT TERMS are net (30) days from date of invoice where satisfactory open account credit has been established and maintained. Frontier Fire reserves the right to revoke and/or modify Purchaser's credit at its sole discretion. Upon receipt of a formal purchase order or notice to proceed a mobilization payment of up to fifty percent (50%) will be invoiced upon acceptance of Purchaser's order. Progress payments to one hundred percent (100%) of order value shall be invoiced monthly based upon delivered equipment and/or work performed. In the event that Purchaser defaults on meeting its obligation to pay each invoice when due then Frontier Fire shall impose and exercise their option to withhold any further shipments of materials and/or perform any labor until Purchaser's account is fully paid. In addition in the event payments are not satisfied in accordance with the terms and conditions of this agreement Frontier Fire at its discretion shall assess interest at the maximum rate allowed by law or at a rate of 1.5% per month. Whichever is less. Purchaser also agrees to pay all cost incurred by Frontier Fire in pursuit of payment which is past due including, but not limited to collection agency commissions and attorneys fees.

3 SHIPMENT All Equipment is shipped F O B shipping point.

4 DRAWINGS All drawings, submittal documents and wiring diagrams provided by Frontier Fire in connection with this Agreement shall be used solely for intended project stated and for the use as a general guide for the installation of the system. Upon completion of the system the installing contractor shall return one (1) set of red-line drawing to Frontier Fire. Upon receipt of said drawings Frontier Fire shall review, modify and generate a complete set of As-Built drawings.

5 INSTALLATION The installation of any product is NOT INCLUDED unless specifically provided for in this Agreement.

6 CHANGE ORDER Work other than specified in this Agreement shall be considered as a change to the original Scope of Work. Such changes, alterations, modifications, amendments shall be attached to this agreement in the form of a written change order that shall be signed by both parties and/or their duly authorized representatives.

7 TAXES, LICENSES AND PERMITS The Purchaser shall be responsible for obtaining all licenses and permits necessary in compliance for the installation of the system. In addition the Purchaser shall be responsible in paying all taxes and fees unless otherwise agreed in writing.

8 LIMITATION OF WARRANTY Frontier Fire warrants that the product be free from defect in material and workmanship under normal use on a fair wear and tear basis for a period of one year from the date of system commissioning or beneficial use or 18 months after the shipment of the product whichever is earlier. Warranty service shall be provided and performed at no charge between the hours of 8:00 am to 5:00 pm local time Monday through Friday except Frontier Fire's observed holidays. Warranty service requested to be performed outside of Frontier Fire's normal business hours shall be billed at Frontier Fire's standard overtime rates. All repairs, alterations or adjustment under this warranty shall be performed by an authorized Frontier Fire representative. Any repairs, alterations or adjustments performed by any persons other than an authorized Frontier Fire representative shall void all warranties. This Warranty does not apply to any product which has been subjected to abuse, mishandling or improper use as determined by Frontier Fire and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

9 CANCELLATION Any cancellation of a system order shall only be made in writing. Upon receipt of a cancellation within 21 days from the date of the original purchase order the following charges shall be construed as liquidated damages. An approximation of the administrative, material procurement, engineering and other cost that Frontier Fire will actually incur in reliance upon this Agreement and not as a penalty. If prior to shipment Frontier Fire shall invoice the Purchaser 25% of the price of the products and services in relation to this Agreement. If the Purchaser cancels this Agreement after products have been shipped Frontier Fire shall charge an additional amount equal to 25% of the value of the returned products to cover the estimated cost of shipping and restocking fees.

10 LIMITATION OF LIABILITY Frontier Fire shall not be liable for any indirect, incidental, economic, or consequential loss or damage to the Purchaser or user of this product and/or software arising out of, among other things, the operation or failure of the product and/or software to operate, the Agreement, the installation, use, design or function of any Frontier Fire product and/or software.

11 SOFTWARE The Purchaser understands that any Software Products are licensed, not sold to the Customer. The licensed Software Products provided to the Customer are only intended for use on a non-exclusive, non-transferable basis. The customer understands that the licensed Software shall be maintained in strict confidence and disclosed it to only employees that require access. The Customer understands that any licensed Software shall under no circumstances be duplicated without the prior approval from an authorized representative of Frontier Fire. Such approvals shall only be in writing and signed by two parties.

12 INSURANCE OBLIGATIONS It is understood by the Purchaser that Frontier Fire is not an insurer and that it is the Purchaser's obligation to obtain and keep in force any insurance covering any losses to property or personal injury or any other damage which may occur at the premise where Frontier Fire's Product, Software or Services, which form the basis of this Agreement are delivered, installed, assembled, used or performed.

13 FORCE MAJEURE Frontier Fire shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver or install, or to perform any other work under this Agreement on account of fire, flood, accidents, access to premise, labor problems, acts of civil or military authorities, acts of God or from any other causes beyond the control of Frontier Fire.



**PROPOSAL AND ACCEPTANCE
FIRE ALARM**

CUSTOMER:		PHONE NUMBER:	DATE:
331 Main Street Building		(720) 340-6065	June 22, 2020
ADDRESS:		PROJECT NAME:	ESTIMATOR NAME:
		331 Main Street - Fire Alarm	Matthew Smith
CONTACT PERSON:	CONTACT EMAIL:	PROJECT ADDRESS:	ESTIMATOR EMAIL:
R. Williams	retukewilliams@gmail.com	331 Main Street, Longmont	Matthew@tridentco.net

I - Scope of Work:

- Design and install a fire alarm system to meet IFC/NFPA and local code minimum requirements for a fully sprinkled Type II-B R-2 Occupancy.
- Obtain a fire alarm permit with Longmont Fire/Building Department (AHJ) - permit fee included.
- This proposal assumes fire alarm wire will be run open with NO conduit.
- 120VAC Dedicated Circuit at FACP Panel Location by Electrical Contractor/Or By Others
- Duct Smoke Detectors w/Test Stations - Not Included
- Mobilization - this proposal includes 2 mob for rough wire and 1 mob for trim.
Additional mobilizations not caused by Trident are \$250/each.
- Fire Sprinkler - This proposal includes monitoring of (1) waterflow and (2) tamper valves per building.
Monitoring of additional waterflow/tamper valves can be added for \$250/each.
- This proposal assumes monitoring provided by Trident - no exceptions. Three months free. Should owner decide to choose another monitoring company, add \$450 for monitoring through warranty period.

II - Engineering and Permitting:	Total
- Prepare Permit with PE/NICET Certification (PM) and Inspections with AHJ	\$ 1,250.00
- AHJ Permit Review Fee	\$ 250.00
Subtotal:	\$ 1,500.00

III - Parts:	Count
- Fire Alarm Control Panel (Fire Lite ES50X)	1
- Remote Annunciator Red (Fire Lite ANN80)	1
- Wireless Fire Radio (AES 7707)	1
- White Strobes or Horn/Strobes (System Sensor)	8
- White Low Freq. Horns (System Sensor)	4
- Red Exterior Horn/Strobe (System Sensor)	1
- Addressable Detector (Smoke/Heat)	1
- Addressable Monitoring Module (SK-Monitor/FL-MMF300)	1
- Addressable Dual Monitoring Module (SK-Monitor2/FL-MDF300)	1
- Addressable Pull Station (SK-PullDA/FL-BG12LX)	1
- Wire, Backboxes/Grid Supports, Connectors, etc.	1
Please select a part...	0
Subtotal:	\$ 4,265.00

IV - Installation Labor:	Total
- Rough wire, trim, programming and pretesting	\$ 2,940.00
Subtotal:	\$ 2,940.00

TOTAL: \$ 8,705.00

We Propose hereby to furnish material and labor - complete in accordance with above specification, for the sum of:
Eight Thousand Seven Hundred and Five dollars **\$ 8,705.00**

Payment to be made as follows:

Draws as described on page 2

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. This proposal is on valid 30 days from the date listed above.

Date of Acceptance _____
Signature _____

PO Box 826 Longmont, CO 80502 | 303-651-7371 office

fire alarm

THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

CREDIT CARDS: Trident does accept credit cards for an additional fee of 3.5% per invoice; which is in addition to any proposed costs.

INSTALLATION OF SYSTEM: CUSTOMER authorizes Trident to install, or cause to be installed, the protective system as specified on the reverse side hereof including connections necessary to transmit the necessary signals from the premises of CUSTOMER. All signals are transmitted over telephone company leased lines which are wholly beyond the control and jurisdiction of Trident and which are maintained and serviced by the applicable telephone company or utility. CUSTOMER agrees, in addition to the charges already outlined, to pay any and all telephone charges that may be necessary for the operation of the signaling system, unless otherwise agreed. CUSTOMER hereby authorizes and empowers Trident, its agents or assignees, to make any changes in or alterations to the system at the request of the CUSTOMER or made necessary by any changes in or damages to said premises, property or equipment (after the original installation has been completed) at the expense of the CUSTOMER. Trident shall install its equipment in accordance with applicable law, and if any state, county or municipal agency having jurisdiction shall require any changes in the system as originally installed, the CUSTOMER agrees, on demand, to pay for the cost of such changes.

BONDING: Trident does not provide any bonding. If bonding is required it will be at the cost of the owner or construction company.

ERRORS IN INSTALLATION: Errors or omission in installation of said system, including but not limited to failure to wire points of protection, shall be called to the attention of Trident by CUSTOMER in writing within thirty (30) days of completion of the installation. Upon the expiration of the said thirty (30) day period, the installation and the protection provided shall be deemed accepted by CUSTOMER. CUSTOMER acknowledges that additional protection may be obtained over and above that provided at an additional cost.

AFTER HOURS INSPECTIONS: Any inspections performed outside normal business hours (8:00 to 4:00pm) will have an additional fee of \$250.00 and is not included in any proposed cost.

KNOX BOX: Trident does not provide Knox boxes as part of any proposed cost; however, they can be added for \$499 for the 2-key, surface mounted box to include regular shipping and installation.

FIRE EXTINGUISHERS: Trident does not provide fire extinguishers as part of any proposed cost; however, they can be provided and installed for \$125/each for a 10lb ABC type, not including cabinets or signage.

GSM & AES WIRELESS RADIOS: All alarm systems where wireless radios are proposed are subject to GSM or AES coverage which is not available in all areas.

LOST PERMITS: All fire alarm permits are left onsite or with superintendent per the NFPA and IBC codes. Any permits that are lost or missing are not the responsibility of Trident. Replacement permits will be provided at \$135 to complete all rough and final inspection with the AHJ and are not included in this proposal.

REINSPECTIONS: Any failed inspections with the AHJ that are not the fault of Trident will result in a \$250 reinspection fee plus the AHJ's reinspection fee. Reinspections will not be scheduled until written authorization has been received by CUSTOMER, Owner or General Contractor.

MOBILIZATION: Any request by GC, Owner or other responsible party to install any related alarm system components where arrival to the site finds that the site is not properly prepared will result in a \$250 mobilization charge, to be billed off by the responsible party prior to scheduling of the next site activity.

MONITORING: Trident will monitor all systems it installs for a minimum of 1-year following installation as part of the warranty - monthly monitoring fee not included. Monitoring options are as follows:

CONVENTIONAL PHONE LINES: CenturyLink or Comcast, monitoring is \$30/month. Two phone lines are required with one being dedicated to the fire panel. The second line can be shared; however, it must have seizure.

AES WIRELESS RADIO: Installed for \$750 (+ permitting fees if not part of an existing new install), no phone lines required, monitoring is \$60/mo for a 1-yr agreement.

VoIP PHONE LINES: Not allowed by NFPA 72 code.

CHANGE ORDERS: Any work completed outside of the defined scope will be considered a change order to be billed \$135/hr per technician

BILLING/DRAWS: Progress billing will occur at a minimum, for each of the following completed activities; permitting, rough wire installation, parts ordering, trim, final inspection with fire marshal.

PAINTED FIRE WIRE: Per NFPA 72, any fire alarm wire found to be painted must be replaced at the expense of the GC or owner, and is not

CONFIDENTIALITY: You may not use, copy, disclose, or distribute this proposal or its information to any other person and any such actions may be unlawful.

ALARM EQUIPMENT REMAINS PERSONAL PROPERTY: All equipment and material installed by TRIDENT shall remain CUSTOMER's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and CUSTOMER shall not permit the attachment thereto of any apparatus not furnished by TRIDENT.

EQUIPMENT LIMITED WARRANTY: In the event that any part of the equipment becomes defective, TRIDENT agrees to make all repairs and replacement of parts without costs to the CUSTOMER for a period of ninety (90) days from the date of installation. TRIDENT reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. TRIDENT's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. TRIDENT is not the manufacturer of the equipment and other than TRIDENT's limited warranty CUSTOMER agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TRIDENT makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and TRIDENT shall not be liable for consequential damages. TRIDENT does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. TRIDENT expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TRIDENT. TRIDENT shall not be liable for consequential damages. CUSTOMER acknowledges that any affirmation of fact or promise made by TRIDENT shall not be deemed to create an express warranty unless included in this agreement in writing; that CUSTOMER is not relying on TRIDENT's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TRIDENT has offered additional and more sophisticated equipment for an additional charge which CUSTOMER has declined. CUSTOMER's exclusive remedy for TRIDENT's breach of this agreement or negligence to any degree under this agreement is to require TRIDENT to repair or replace, at TRIDENT's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by CUSTOMER. If TRIDENT is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is Independent of and in addition to repair service contracted under paragraph 2b of this agreement.

DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TRIDENT shall not be liable for any damage or loss sustained by CUSTOMER as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TRIDENT's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TRIDENT, TRIDENT shall have such additional time for performance as may be reasonably necessary under the circumstances. CUSTOMER agrees to pay TRIDENT the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by CUSTOMER or others engaged by CUSTOMER through no fault of TRIDENT on less than 24 hour notice to TRIDENT. If installation is delayed for more than one year from date hereof through no fault of TRIDENT, CUSTOMER agrees to pay an additional 5% of the contract Purchase Price upon installation. CUSTOMER assumes all risk of loss of material once delivered to the job site. TRIDENT is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TRIDENT's sole discretion for the installation and service of the equipment, and TRIDENT shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and CUSTOMER represents that the owner of the premises, if other than CUSTOMER, authorizes the installation of the equipment under the terms of this agreement.

REPAIR SERVICE: The parties agree that the equipment, once installed, is in the exclusive possession and control of the CUSTOMER, and it is CUSTOMER's sole responsibility to notify TRIDENT if any equipment is in need of repair. TRIDENT shall not be required to service the equipment unless it has received notice from CUSTOMER, and upon such notice, TRIDENT shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m.

CUSTOMER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: CUSTOMER agrees to furnish, at CUSTOMER's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TRIDENT.

CUSTOMER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: CUSTOMER is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse TRIDENT for any fees or fines relating to permits, code compliance or false alarms. TRIDENT shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and CUSTOMER shall remain liable for all payments provided for herein. Should TRIDENT be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement CUSTOMER agrees to pay TRIDENT for such service or material. CUSTOMER agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of TRIDENT assigned by TRIDENT to perform any service for or on behalf of CUSTOMER for a period of two years after TRIDENT has completed providing service to CUSTOMER. In the event of CUSTOMER's violation of this provision, in addition to injunctive relief, TRIDENT shall recover from CUSTOMER an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with TRIDENT, times twelve, together with TRIDENT's counsel and expert witness fees. CUSTOMER is responsible for engaging licensed trades to perform any work which TRIDENT is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is CUSTOMER's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is CUSTOMER's sole responsibility to cure any building or Environmental Control Board violations. In the event CUSTOMER or any third party subpoenas or summons TRIDENT requiring any services or appearances, CUSTOMER agrees to pay TRIDENT \$150 per hour for such services and appearances. CUSTOMER shall reimburse TRIDENT for any Monitoring Center charges for excessive signals.

INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: CUSTOMER agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TRIDENT, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or CUSTOMER, including reasonable attorneys' fees and losses asserted against and alleged to be caused by TRIDENT's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. CUSTOMER on its behalf and any insurance carrier waives any right of subrogation CUSTOMER's insurance carrier may otherwise have against TRIDENT or TRIDENT's subcontractors arising out of this agreement or the relation of the parties hereto. CUSTOMER shall not be permitted to assign this agreement without written consent of TRIDENT, which shall not unreasonably be withheld. TRIDENT shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

EXCULPATORY CLAUSE: TRIDENT and CUSTOMER agree that TRIDENT is not an insurer and no insurance coverage is offered herein. The fire alarm and TRIDENT's services are designed to detect and reduce certain risks of loss, though TRIDENT does not guarantee that no loss or damage will occur. TRIDENT is not assuming liability, and, therefore, shall not be liable to CUSTOMER or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by CUSTOMER as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TRIDENT's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct. CUSTOMER releases TRIDENT from any claims for contribution, indemnity or subrogation.

INSURANCE / ALLOCATION OF RISK: CUSTOMER shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which CUSTOMER is named as insured and TRIDENT is named as additional insured and which shall cover any loss or damage TRIDENT's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the CUSTOMER assume all potential risk and damage that may arise by reason of failure of the equipment, system or TRIDENT's services and that CUSTOMER will look to its own insurance carrier for any loss or assume the risk of loss. TRIDENT shall not be responsible for any portion of any loss or damage which is recovered or recoverable by CUSTOMER from insurance covering such loss or damage or for such loss or damage against which CUSTOMER is indemnified or insured. CUSTOMER and all those claiming rights under CUSTOMER waive all rights against TRIDENT and its subcontractors for loss or damages caused by perils intended to be detected by TRIDENT's services or covered by insurance to be obtained by CUSTOMER, except such rights as CUSTOMER or others may have to the proceeds of insurance.

LIMITATION OF LIABILITY: CUSTOMER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TRIDENT AS A RESULT OF TRIDENT'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TRIDENT'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TRIDENT'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF CUSTOMER WISHES TO INCREASE TRIDENT'S AMOUNT OF LIMITATION OF LIABILITY, CUSTOMER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TRIDENT'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TRIDENT, the payments to be made by the CUSTOMER for the term of this agreement form an integral part of TRIDENT's anticipated profits; that in the event of CUSTOMER's default it would be difficult if not impossible to fix TRIDENT's actual damages. Therefore, in the event CUSTOMER defaults in any payment or charges to be paid to TRIDENT, CUSTOMER shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES.

TRIDENT'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: CUSTOMER agrees that TRIDENT is authorized and permitted to subcontract any services to be provided by TRIDENT to third parties who may be independent of TRIDENT, and that TRIDENT shall not be liable for any loss or damage sustained by CUSTOMER by reason of fire or any other cause whatsoever caused by the negligence of third parties and that CUSTOMER appoints TRIDENT to act as CUSTOMER's agent with respect to such third parties, except that TRIDENT shall not obligate CUSTOMER to make any payments to such third parties. CUSTOMER acknowledges that this agreement, and particularly those paragraphs relating to TRIDENT's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TRIDENT.

MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: CUSTOMER shall notify TRIDENT in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and CUSTOMER shall be responsible for removal of such conditions. In the event TRIDENT discovers the presence of suspected asbestos or other hazardous material TRIDENT shall stop all work immediately and notify CUSTOMER. It shall be CUSTOMER's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and CUSTOMER agrees to compensate TRIDENT for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TRIDENT, in its sole discretion, determines that continuing the work poses a risk to TRIDENT or its employees or agents, TRIDENT may elect to terminate this agreement on 3-day notice to CUSTOMER and CUSTOMER shall compensate TRIDENT for all services rendered and material provided to date of termination. TRIDENT shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TRIDENT be liable to CUSTOMER for any damage caused by mold or hazardous conditions or remediation thereof. TRIDENT shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. CUSTOMER acknowledges and represents that CUSTOMER has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. CUSTOMER hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of CUSTOMER's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.



Frontier Fire

October 12, 2020

Attention: Luke Williams

Re: **331 Main Street Building**
331 Main Street
Longmont, CO

Frontier Fire Protection has completed our review of the bid documents for **331 Main St Building**. This project shall be the design, fabrication, and installation of an automatic wet pipe fire sprinkler system.

Our pricing is based on the following:

1. Drawings dated – 8/11/20
2. Specification section – None provided, per NFPA standards
3. Addendums – None
4. Tax rate – 8.31%
5. Minimum Flow Test – 60 psi static, 50 psi residual, 1500 gpm flow
6. Building area – 7,270 sq ft area of work

Project specific items

1. Frontier Fire has visited the project site
2. Project is based on providing an automatic wet pipe system throughout the building
3. Zone controls
 - a. Install 2 zone control valves for the building
 - i. One for the bakery & basement level
 - ii. One for 2nd floor residential level
 - b. Install new valve header after backflow preventer with the two zone valves
 - i. Butterfly valve with tamper switch
 - ii. Water flow switch
 - iii. 2" main drain to outside
 - iv. FDC connection to address side of building
4. Price based on running exposed piping in the kitchen, the back of house area where there is a hard lid ceiling and on the 2nd floor
5. Piping in front of house (seating area) to be concealed above ceiling
6. Includes protecting attic area with dry barrel uprights and protecting the back vestibule and storage area with dry barrel sidewalls.

Water entry room

1. Start all work at a flanged connection at interior of Valve Room. Fireline shall be inspected and flushed by others per NFPA standards prior to connection by FFP unless alternate is accepted.
2. Install double check backflow preventer and provide required certifications
3. Install fire department connection on exterior wall of valve room

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fire sprinkler

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Design and installation

4. System design criteria
 - a. Offices, living, bedrooms, corridors, restrooms and similar area = Light Hazard
 - b. Mechanical / electrical rooms, utility rooms and similar = Ordinary Hazard
5. Fire sprinklers
 - a. Install semi-recessed pendent sprinklers at finished ceilings
 - i. Install at center / quarter point of ceiling tiles
 - ii. Sprinklers in dwelling units shall be spaced per code minimum requirements to minimize sprinklers per unit. Sprinklers may not align with other ceiling elements or be centered in rooms.
 - b. Install brass upright sprinklers at areas without ceilings
6. Piping and materials
 - a. Sprinkler mains and branchlines shall be black NFPA approved pipe with shop welded outlets and grooved fittings
 - b. Armovers and sprinkler drops shall be black NFPA approved pipe with threaded fittings

General work provided:

7. Provide design, 3D / BIM coordination, submittals, permits, materials, fabrication and installation
8. Provide core drills / penetrations as necessary

Specific items not included:

1. Bonds. Available at 1.50%
2. Electrical or alarm work
3. Hose valve cabinets, fire extinguishers and fire extinguisher cabinets
4. Hose valves located anywhere other than on the intermediate landings of the stairways
5. Hood or cooking equipment protection
6. Sprinkler protection in small bathrooms and closets in the dwelling units
7. Sprinkler protection in the closets on the exterior balconies
8. Sprinkler protection in the interstitial spaces between floors
9. Pipe tags/Pipe ID on fire sprinkler pipes
10. Painting or preparation for painting of piping
11. Fire sprinklers at exterior canopies
12. Additional labor to drain and fill sprinkler system during cold weather
13. Additional labor to fill sprinkler systems from a temporary water supply
14. Fire pump system
15. Seismic protection
16. Fire and sound caulking
17. Temporary construction heat for hydrostatic testing during cold conditions
18. Pricing is based on the most cost-effective methods, which may include imported materials
19. Material escalation beyond typical 3%-5% per year
20. Design per FM/Global or other insurance underwriter that exceeds NFPA standards
21. Freeze protection. Minimum temperature of 40f to prevent freeze damage shall be maintained
22. Overtime / weekend work. All work shall be done M-F 7:00 am – 4:00 pm
23. Testing and treatment of water supply whether new or existing for M.I.C. or other contaminants

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Pricing

Wet sprinkler system	\$36,580
4" DIP Fire Line Assembly to inside of building	\$42,800
a. Tapping tee & valve, pipe and flange	
b. Fill, flush & pressure test water line	
c. This cost does not include permit cost	
Total	\$79,380

Due to the fluctuating materials costs, this pricing is valid for a period of 60 days.

Sincerely,

Troy Fields
Senior Estimator



TOTAL FIRE PROTECTION, INC.

TEL: (720) 245-7797
WWW.TOTALFIRE.BIZ

226 BASHER DRIVE UNIT #1 - BERTHOUD, CO 80515

July 7, 2020

Re: 331 Main St – Longmont

Attn: Luke Williams

Total Fire Protection, Inc. will provide the necessary engineering, permits, materials, and labor required to install new sprinklers at the project referenced above, for a total sum of **\$39,235**. The materials and workmanship will meet the current standards of the National Fire Protection Association.

Sprinkler design

- NFPA 13
- Light and Ordinary Hazard throughout

Work Included In This Proposal

- Starting inside the building at a flange provided by others.
- Chrome recessed heads in areas with ceilings.
- Brass uprights in areas without ceilings.
- Necessary black schedule 40 and schedule 10 steel pipe, ductile iron fittings, and hangers to support the piping, properly installed.
- Backflow preventer and FDC (location to be determined)
- Wet system will be installed throughout, including on 2nd floor residential space
- Exposed piping in "back of house" areas on the 1st floor
- City permit, fees, and taxes

Work Not Included In This Proposal

- Work performed during premium time
- Painting of pipe and or hangers
- Underground Piping
- Freeze protection of any kind
- Testing or treating for MIC (Microbiologically Induced Corrosion)
- Fire Extinguishers (Temporary or New)
- Any wiring of Electrical devices
- Monitoring of Systems
- Adequate heat to protect piping from freezing.
- Review fees over and above permit fees
- Soffits for pipe if required
- Structural verification that roof can support piping
- Removal or repair of existing ceilings

We wish to thank you for the opportunity of presenting this proposal and will await any order to proceed.

Respectfully Submitted,

Stewart Garrett

fire sprinkler

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