

FAÇADE RENOVATION GRANT APPLICATION FORM

Applicant

Name of Business Scratch
Contact Name Nathan Say
Address 335 1st Ave, Longmont CO 80501
Telephone Work 719-641-1989 Home 719-641-1989
Email Scratch Truck Rental@gmail.com

Project Information

Building Address 335 1st Ave, Longmont CO 80501
Legal Description Kitchen Renovation/Build
Year built 1970's Is this a historic property? Yes ☐ No ☒
Is there a formal historic designation of the property? Yes ☐ No ☒
Ownership Jim Cobb

Property Owner (if different from applicant). Please attach property owner permission document to application.

Contact Name Jim Cobb
Phone 720-273-9236
Email j.cobb@cornerstonehomesinc.com
Mailing Address _____

Lease term (if applicable) 5yrs Lease expiration date ongoing

Description of Renovation Project (include all work to be completed, even those items not eligible in the Façade Grant, i.e. interior improvements, roofing, etc.)

Project will be to install Hoods and return air system.
Install new plumbing and grease trap. Install
new fresh water system and Hot water heaters
Install full kitchen and equipment.

Briefly describe how your project meets the Goals and Strategies of the Downtown

Longmont Master Plan of Development

We will be adding full food service to a local Brewery.
Adding to both a great place to gather, but also responsibly
feeding customers consuming Alcohol.

Project Schedule: (Attach time line for completion, if one exists)

Start Date March 2019 End Date May 2019

Source of Funds for the Project:

- a. High Plains Bank \$ 100,000
b. Colorado Enterprises Ltd \$ 60,000

Total Cost of Project: \$ 160,000
(include all improvement costs)

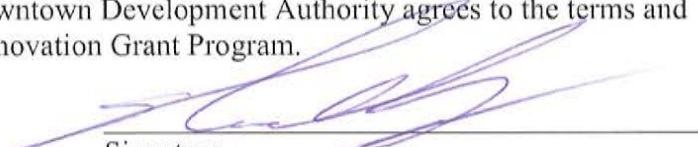
Total Cost of Façade Renovation: \$ 160,000

Façade Renovation Grant Request: \$ 10,000.00
(25% of Façade Renovation cost, \$10,000 maximum)

Total Grant Request should be based on bids you plan to use for your project. Applicant is not required to use low bid. If using higher bid, applicant should note on the bid the reason for choosing the high bid.

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 Façade Renovation Grant Program.

3/1/19
Date


Signature

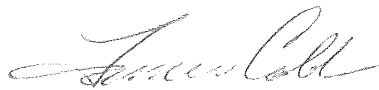


How we aim to meet the Downtown Longmont Master Plan of Development Goals and Strategies.

- We will be located off of 1st and Main Street right at the edge of the industrial area and downtown Longmont. In conjunction with 300 Suns Brewing, we will be adding in a full service kitchen to the property. It will serve both as a restaurant kitchen with a varying array of offerings and as a commissary kitchen to our food truck!
- We are planning to bring on a staff of around 10 people.
- Our focus on this project is Craft Food and Craft Beer. Utilizing local ingredients and sourcing from local vendors.
- Our company is 100% locally owned and operated.
- Our goal in conjunction with 300 Suns is to continue to transform the area that the brew pub is located into a more retail friendly atmosphere.

To whom it may concern:

TFB, LLC approves of the expansion of 300 Suns Brewing into the adjacent 573 ft garage space to the north, and corresponding 414 ft exterior space in front and renovations to the kitchen done by Scratch. I have reviewed and approved of the package being sent for permits with architectural, structural and mechanical improvements, including facade improvements.



Jim Cobb, owner

TFB, LLC

PO Box 1101

Longmont, CO 80501

303-772-2198

April 1, 2019

Date

PROPOSAL (EQUIPMENT AND INSTALLATION)



FRYCO SYSTEMS, INC.
P.O. BOX 218
FORT COLLINS, COLORADO 80522
 Telephone (970) 472-9958
 Facsimile (970) 472-9098
 Email: Sales@frycosystems.com

TO: "Customer"	300 Suns Brewing	DATE:	12/07/2018
Customer Representative:	Nate Say	Job Name:	300 Suns Brewing
Address:	:	Job Location:	Longmont, CO
City/State/Zip	:	Address:	335 1st Street
Phone / Fax Number	719-641-1989	City/State/Zip	Longmont, CO 80501
Email	scratchtruckloveland.com		

FryCo Systems, Inc., a Colorado corporation ("FryCo") offers for your consideration the following proposal, which, if accepted, becomes a contract (the "Contract") between us:

1. Equipment and Installation.

Hood #1

FryCo Systems, Inc. 5424FC-ND-2-PSP-F - 12ft 1" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff	x1
- 430 SS Where Exposed	x1
- Fire Cabinet Wall Mounted 12.00" Width x 36.00" Length x 24.00" Height	x1
- FILTER - 20" tall x 16" (19.625" by 15.625") wide Stainless Steel Caprate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.	x9
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)	x4
- Extra Fixtures- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)	x2
- Screw In Halogen Bulb, L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe	x6
- EXHAUST RISER - Factory installed 18" Diameter X 4" Height	x1
- SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers	x3
- 1/2 Pint Grease Cup New Style, Flanged Slotted	x2
- FIELD WRAPPER 18.00" High Front, Left, Right	x1
- BACKSPLASH 123.00" High X 164.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- LEFT END STANDOFF (FINISHED) 1" Wide 54" Long Insulated	x1
- LEFT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS	x1
- RIGHT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS	x1
- STRUCTURAL FRONT PANEL	x1

#1

- Single Electrical Cabinet LED Lights Used on Modular MUA Units x1
- Separate 120VAC Wiring Package for Make-Up Air Units. Option must be selected when mounting VFD in prewire panel or with DCV package. Provides separate 120VAC input to supply fan. This 120V signal must be run by electrician from DCV to mua switch. x1
- Profile Plate Configuration for size 2 Direct Fired Unit for low cfm applications. x1

Electrical System #1

- FryCo Systems, Inc. SC-311110FP 3 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Includes 1 Duct Thermostat kit. x1
- ESV152N02YXB571 - Variable Frequency Drive - 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS x1
 - ESV152N02YXB571 - Variable Frequency Drive - 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS x1
 - 20 wide X18 tall X8.62 deep SS HINGED ELECTRICAL BOX NEMA 1 - VENTED. Stainless plate instead of filter assembly. x1
 - Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1

Additional Items:

- 1) Grease Exhaust Duct for Hood #1. (Not to exceed a maximum of 10 linear feet of duct.) (Duct to be ETL listed 20 gauge factory built stainless steel duct.)
 - 1) Make-up air Duct for above Fan #2. (Total combined length of duct not to exceed a maximum of 30 linear feet of duct.)
 - 1) Set of Hood Hangers for Hood #1.
 - 1) Normal Mechanical Labor for Installation of above materials and equipment. (Normal mechanical labor only. Normal as determined by FryCo.)
 - 1) Normal airflow balancing of above hood system equipment only. (In-house by FryCo. Does not include third party balancing.) (Normal as determined by FryCo.)
 - 1) Normal startup of above hood system equipment only. (Normal as determined by FryCo.)
 - 1) Provide 1 set of normal mechanical equipment submittal drawings for hood system equipment provided by FryCo. (Normal as determined by FryCo.)
2. Exclusions.
No rooftop grease protection systems, engineering, design work, construction documents, internet service, internet connections, safety railing, ceiling grid, flashing, hood flashing, backsplash, wall flashing, ceiling work, controls, control work, painting, x-rays, concrete scanning, mechanical screening, electrical, plumbing, roofing, structural work, structural design, structural framing, structural supports, gas piping, fire protection, heating & air, duct enclosures, grease duct wrap, grease duct enclosures, fire chases, fire suppression, stainless steel wall flashing, core cutting, concrete cutting, masonry cutting, noise / vibration mitigation, or carpentry work to be performed by FryCo unless specifically listed above. FryCo shall not provide any handheld fire extinguishers. FryCo shall not install any other mechanical parts, equipment, or systems than the ones listed above. The hood systems and equipment listed herein are not the same make and / or models listed in the plans provided to FryCo. Customer shall be solely responsible for obtaining any necessary approvals to use the hood systems and equipment listed herein. Sales / Use Taxes are not included and shall be the responsibility of the customer. Copy of tax exemption form or receipt showing fees / taxes paid must be provided to FryCo or fees / taxes may be assessed to customer and are payable to FryCo on demand. Permit and all permit fees are excluded.
3. Contract Price.
Forty-one thousand five hundred dollars (\$41,500.00) with payments to be made as listed below.
4. Payment Terms. Customer agrees to pay the Contract price as follows:
- 1) Deposit. \$20,750.00
 - 2) Progress draws due upon invoicing. (Progress draw amounts and timing shall be as determined by FryCo) \$18,675.00
 - 3) Balance on substantial completion. (Substantial completion as determined by FryCo) \$2,075.00

TERMS AND CONDITIONS

1. **Applicability.** No modification of these Terms and Conditions shall be effective unless in writing and signed by an authorized representative of FryCo. In case of conflict between the provisions of these Terms and Conditions and those of any other written proposal, contract or agreement executed by an authorized representative of FryCo, the provisions of the other document shall control over the provisions of these Terms and Conditions. These Terms and Conditions are part of the Contract between FryCo and the Customer.
2. **Change Order.** Any changes from this Contract, which involve extra costs, shall only be performed by FryCo after receipt of a written change order from Customer. Customer shall pay FryCo for all additional charges resulting from the Change Order.
3. **Late Payments.** If Customer fails to make any payment when due, all unpaid sums shall accrue interest at 21% per annum.
4. **Attorney's Fees and Costs.** If Customer defaults under the Contract, FryCo shall be entitled to recover all costs and reasonable attorney's fees, which it incurs as a result of the default. The provisions of this Section shall survive any termination of the Contract.
5. **Force Majeure.** FryCo's performance under this Contract is subject to delays occasioned by circumstances beyond FryCo's control. FryCo shall not be responsible for delays due to weather conditions, mechanical failures, labor difficulties, equipment shortages, fire, governmental authority or regulation, acts of God, or any other cause beyond FryCo's control.
6. **Limited Warranty.** All new equipment and installation services provided by FryCo, which are the subject of this Contract, are warranted to be free from defects in workmanship and materials for a period of one year following FryCo's completion of installation. Notwithstanding any other terms of this Contract to the contrary, this limited warranty shall only extend to the Customer and is not transferable to any other person or entity. FryCo's obligation under this warranty is limited to repair or replacement of the defective equipment and correction of the defective work, and FryCo shall not under any circumstances be liable for any incidental or consequential damages, including without limitation loss of product, loss of income and loss of use. The limited warranty set forth above is Customer's exclusive remedy. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, HAS BEEN OR IS MADE BY FRYCO.** This limited warranty shall not extend to, include or be applicable to: (a) any damage resulting from abuse, misuse, neglect, improper maintenance, improper service or improper operation; (b) changes, alterations or additions made by Customer or any third party; (c) any defect in, caused by, or resulting from materials or work supplied by anyone other than FryCo, its employees, agents or subcontractors; (d) loss or damage caused by or resulting from accident, vandalism, riot and civil commotion, or any other casualty or act of God; (e) bodily injury or damage to property; (f) items subject to wear, including without limitation, fan belts, filters and cool pad media; (g) normal maintenance such as changing belts, replacing filters, cleaning and oiling, lubrication of equipment and moving parts; (h) equipment noise and vibration; (i) grease build-up, collection, impingement, drips, or leaks; (j) and sidewall vented exhaust systems. No performance warranties of any kind shall apply. No warranty shall apply to equipment, services or materials not supplied by FryCo.
- 6a. **Air Balancing Limited Warranty.** This section shall pertain to any air balancing performed by FryCo, which is the subject of this contract, and shall be the sole warranty for air balancing. FryCo warrants that the equipment or systems that are the subject of this proposal shall be operating at the levels shown, in the final air balance report produced by FryCo, at and only at the time that the readings were taken, and makes no other warranties, stated or implied, concerning the continued performance, operation or safety in use of this equipment / systems.
7. **Intended Use/Building Code Compliance.** Customer shall be solely responsible for determining suitability of the equipment for its intended use, and for determining compliance with construction documents, plans, applicable building codes and regulations.
8. **Deposits.** All deposits paid under this Contract are non-refundable.
9. **Drawings and Designs.** FryCo's drawings and designs relating to this Contract are FryCo's word product for FryCo's sole use. Such drawings and designs are the sole property of FryCo and may not be reproduced, disseminated to any other party, or otherwise used by Customer or any third party without the express written consent of FryCo.
10. **Security Interest.** Customer grants FryCo a security interest in all equipment provided under this Contract until such time as Customer has paid all sums due to FryCo. Customer shall sign all additional documents, including a financing statement, requested by FryCo to perfect its security interest.
11. **Indemnification.** FryCo shall not be responsible for the Customer's acts or omissions or those of any other person or entity. The Customer shall indemnify and hold FryCo harmless from all claims, demands, suits, liability, loss and expense (including attorneys fees) arising from any act or omission of the Customer or any third party, unless and until FryCo is proven negligent or otherwise responsible in a court of law. In no event shall FryCo be liable for any consequential, incidental, special, punitive or indirect losses or damages, which the Customer may incur or suffer in connection with the Contract. The provisions of this Section shall survive any termination of the Contract.
12. **Time of the Essence.** Time is of the essence of this Contract.
13. **Governing Law/Venue.** This Contract shall be construed under Colorado law. Venue for any action brought to enforce this Contract shall be in Larimer County, Colorado.
14. **Authority.** The signer of this Contract on behalf of the Customer represents that s/he is a duly authorized representative of the Customer and has full power and authority to bind the Customer to all provisions of this Contract.
15. **Entire Contract.** This Contract constitutes the entire final Contract between the parties and supersedes all prior proposals and agreements.
16. **Waiver of Breach.** No waiver of any breach of this Contract shall constitute a waiver of any other or subsequent breach.
17. **Binding Effect.** This Contract is binding upon, and shall inure to the benefit of, the parties, their successors, assigns and legal representatives.
18. **Invalid Provisions.** If any term or provision of this Contract is held to any extent invalid or unenforceable, the remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.
19. **Fax Signature.** A fax copy of this Contract, including a fax copy of the signature page, shall be considered an original Contract for all purposes.
20. **Subcontracts.** FryCo may assign or subcontract any portion of this contract or this entire contract at any time without notice and without penalty.
21. **Engineering Limitation of Liability.** FryCo's, it's owners', officers', employees' and subcontractors' liability for engineering services, design work, construction documents, engineering documents, permit drawings, consultation services, and opinions rendered shall not exceed a combined aggregate total of five hundred dollars. These provisions shall apply in all cases and limit FryCo's, it's owners', officers', employees' and subcontractors' liability regardless of any court's or authority's judgment or finding. The Customer shall indemnify and hold FryCo, it's owners, officers, employees and subcontractors harmless from all claims, demands, suits, liability, loss and expense (including attorney's fees) arising from any act, error or omission of FryCo, it's owners, officers, employees and subcontractors, unless and until FryCo is proven negligent or otherwise responsible in a court of law. In no case, shall the combined aggregate liability for any customer or project exceed five hundred dollars. In no event, shall FryCo be liable for any additional, consequential, incidental, special, punitive or indirect losses or damages, which the Customer may incur or suffer in connection with the Contract or services provided. The provisions of this Section shall survive any termination of the Contract.



5925 E. Evans Ave. Suite 215
Denver CO 80222
(Colorado) 303-777-4888
(California) 310-904-6820
www.hoodbuilder.com



COMPANY NAME:	300 Sons Brewing	EMAIL:	ScratchTruckLoveland@Gmail.com
CONTACT:	Nate Say	PHONE:	719-641-1989
ADDRESS:	335 1 st Ave	CELL:	719-641-1989
CITY, STATE ZIP:	Longmont, CO 80501	COMPANY TECH:	MASSOUD 303-990-2900
BID# :	HB1989-11292018	DATE:	11/29/2018

Explanation	Quantity	Unit Cost	Total Amount
Hood, Duct, Exhaust Fan, MUA Package: 12' 1" x 4' 6" Stainless Steel Hood manufactured and installed (UL and NFPA complaint) Exhaust Fan, and Heated Make Up Air installed without Evaporative Cooler as requested.			\$17,800
16g. Grease Duct Work, MUA Duct work, 2 flat pieces, Flex Duct, and Registers Manufactured and installed for a single-story building, straight path to the roof. Two layers of fire wrap installed.			\$11,500
Complete UL300 compliant Fire Suppression System installation (Chemical Bottle, Control Head, CO2, Pull Station, Chemical Line, Fusible Link line)			\$6,850
Additional Options			
Electrical Connection for Hood & MUA Micro swift assembly and all safety interlocks per NFPA and UL sequence requirement (\$3,500)			
Electrical and mechanical Drawings, Permitting, Fire System Drawings, and any other drawings or City requirements, Permitting Process and Inspections (permit fee will be paid by customer) (done by customer).			
Roofing, and Roof Patch (cold Patch) for duct penetration point (\$3,500).			
Subtotal			\$36,150
Sales Tax			N/A
Total			\$36,150

Notes: This Price pertains to the items listed above only. Any changes or modifications will be at extra cost. This bid is pending local authority's approval. Not included: Wall Flashing (\$1,900), skirting (\$2,500), Gas piping, automatic gas shut-off valve: up to 1 1/2 inch: (\$550), structural engineering, electrical drawings, other electrical, alarm, crane cost or any other items not listed above.

TERMS: 50% down, 25% upon equipment delivery, 20% upon rough inspection, 5% at final.

ADDENDUM TO Nationwide Fire Protection CONTRACT/INVOICE:

This addendum is a part and parcel of that certain Hood Builder Inc Contract Invoice No.: HB1989-11292018 hereinafter called the ("contract") wherein Nationwide Fire Protection is the Seller/Contractor ("Contractor") and Scratch Food Truck and Catering is the purchaser. The following terms and provisions are a part and parcel of the contract as though fully set forth therein.

A. **Approval Authority.** Purchaser warrants that it/he/she has the full right, power and authority to enter this contract.

B. **Term.** This contract shall commence on the date written first and shall continue in effect for a minimum of two (2) years. Purchaser acknowledges and agrees that the contract provides for 4 service calls per year for a two (2) year period and that the contract continues thereafter on an annual basis. Written notice for cancellation of contract must be at least one year before the termination of contract, given by purchaser or at any time by the contractor. Should an appointment or scheduled date be missed by the contractor the responsibility solely lies on the purchaser to request such services in written form (Return receipt required). Should the contractor not show up for any of scheduled services, it is the responsibility of the purchaser to hire another contractor for that period to meet legal requirements.

C. **Payment.** Payment for services is due and payable on or before the date(s) scheduled during the period of the contract not withstanding unilateral termination of services by purchaser. Account over 30 days past due will be charged 20% of the unpaid balance on monthly basis.

D. **Limited Warranty.** Contractor warrants only for the benefit of purchaser, that service shall conform in all material respects to the specifications and performance standards of the industry (except for subsequent modifications made at purchaser's request). Such warranty shall apply for a period of ten days following completion of services and if Purchaser notify contractor within 48 hours of Completion. In no Event Shall Contractor be liable for any loss of profits or consequential damages or demands brought against Purchaser by third parties.

E. **Force Majeure.** Contractor shall be excused from its failure to timely perform hereunder to the extent that delays, or failures result from causes beyond the reasonable control of Contractor.

F. **Disclaimer.** Contractor disclaims all promises, representations and warranties, except as expressly set forth in this Contract.

G. **Agency.** Contractor, in furnishing services to Purchaser is providing services as an independent contractor.

H. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of Colorado.

I. **Entire Agreement.** This Contract, Addendum and exhibits (if any) annexed hereto constitute the entire Agreement between the parties.

J. An authorized agent may inspect job before and after work is performed. Cancellation without 48 Hrs prior notices is subject to a 25% surcharge.

K. In the event of nonpayment and/or default under this contract, Contractor shall be entitled to recover from purchaser all costs of collection, specifically including reasonable attorney fees.

L. State of Colorado Registration Number: 11188

Name of Purchaser: _____

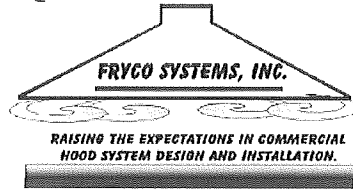
Signature: _____

Date: _____

#2

Mining
a lot of
Expenses.

PROPOSAL (EQUIPMENT AND INSTALLATION)



FRYCO SYSTEMS, INC.
P.O. BOX 218
FORT COLLINS, COLORADO 80522
 Telephone (970) 472-9958
 Facsimile (970) 472-9098
 Email: Sales@frycosystems.com

TO: "Customer"	<u>300 Suns Brewing</u>	DATE:	<u>12/07/2018</u>
Customer Representative:	<u>Nate Say</u>	Job Name:	<u>300 Suns Brewing</u>
Address:	=	Job Location:	<u>Longmont, CO</u>
City/State/Zip	=	Address:	<u>335 1st Street</u>
Phone / Fax Number	<u>719-641-1989</u>	City/State/Zip	<u>Longmont, CO 80501</u>
Email	<u>scratchtruckloveland.com</u>		

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FryCo Systems, Inc. 5424FC-ND-2-PSP-F - 12ft 1" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff	x1
- 430 SS Where Exposed	x1
- Fire Cabinet Wall Mounted 12.00" Width x 36.00" Length x 24.00" Height	x1
- FILTER - 20" tall x 16" (19.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.	x9
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)	x4
- Extra Fixtures- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture)	x2
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- BACKSPLASH 123.00" High X 164.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1
- LEFT END STANDOFF (FINISHED) 1" Wide 54" Long Insulated	x1
- LEFT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS	x1
- RIGHT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS	x1
- STRUCTURAL FRONT PANEL	x1

- Parts required to mount riser sensor 6 inches beside riser. x1

Fire System #1

ANSUL-3.0/3.0/3.0-WC Ansul 9 gallon Fire System in Wall Mounted Utility Cabinet x1
(includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).

Includes piping for hood: 1.

- GAS VALVE - 2" Mechanical Shutoff Valve (Ansul)(28-55610) - Includes Upstream Strainer assembly; SUPPLIED BY DISTRIBUTOR x1

Fan #1 DU180HFA - Exhaust Fan

DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with, x1
disconnect switch and 18-3/4" wheel.
Exhaust Fan handles 3323 CFM @ -1.350" wc ESP, Fan runs at 1404 RPM.
Exhaust Motor: 1.500 HP, 3 Phs, 208 V, 60Hz, 6.6 FLA, ODP, Premium (E-Plus3) Eff.

- Grease Cup for kitchen-duty centrifugal exhaust fans, x1
Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)

- Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max x1
Temp 1500°F. To be applied between fan base and grease duct. Ships loose with fan. Gasket length supplied = perimeter of fan base.

- Insulated Heat Baffle for Exhaust Fans. Type 475FRK 1 inch thick insulation x1
installed on the top side of the top plate and under the motor of upblast and downblast fans. Cut to fit shaft wrapper and around vibration isolators and motor cooling hole. Caulked down to top plate.

- HINGE KIT - Standard Hinge kit for exhaust fan roof curbs. Includes Hardware to x1
attach hinge to curb and hinge to base. Ships Loose. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.

Fan #2 F2-D.250-20D - Heater

F2-D.250-20D Direct Gas Fired Heated Make Up Air Unit with 20" Direct Drive Fan x1
Supply Fan handles 2908 CFM @ 0.750" wc ESP, Fan runs at 1363 RPM.
Heater supplies 204896 BTUs. 80°F Temperature Rise. [Fuel: Natural Gas]
Supply Motor: 1.500 HP, 3 Phase, 208 V, 60Hz, 6.6 FLA, ODP, Premium (E-Plus3) Eff.
Side Discharge - Air Flow Right -> Left

- V-Bank with EZ filters for Size # 2 Modular Heater. EZ Metal Mesh Filters. x1
For indoor installation.

- RTC Solutions • 40-90°F Discharge Temp Control x1

- Gas Manifold for DF2 GM - BTU 0 - 825001 - 7 in. w.c. - 14 in. w.c., No Insurance x1
Requirement (ANSI), BV250-88

- Motorized Back Draft Damper 22.75" X 24" for Size 2 Standard & Modular Heater x1
Units w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, Low Leakage, LF120S Actuator Included

- Low Fire Start. Allows the burner circuit to energize when the modulation control x1
is in a low fire position.

- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size x1

- Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size x1

- "Insulation" for V-bank Intake Option. x1

- Indoor Hanging Cradle For The Size 2 Direct Fired Unit. 2 HSA125 Hanging x1
Isolators per Uni-Strut Included.

- Single Electrical Cabinet LED Lights Used on Modular MUA Units x1
- Separate 120VAC Wiring Package for Make-Up Air Units. Option must be selected when mounting VFD in prewire panel or with DCV package. Provides separate 120VAC input to supply fan. This 120V signal must be run by electrician from DCV to mua switch. x1
- Profile Plate Configuration for size 2 Direct Fired Unit for low cfm applications. x1

Electrical System #1

- FryCo Systems, Inc. SC-311110FP 3 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Includes 1 Duct Thermostat kit. x1
- ESV152N02YXB571 - Variable Frequency Drive - 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS x1
- ESV152N02YXB571 - Variable Frequency Drive - 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS x1
- 20 wide X18 tall X8.62 deep SS HINGED ELECTRICAL BOX NEMA 1 - VENTED. Stainless plate instead of filter assembly. x1
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1

Additional Items:

- 1) Grease Exhaust Duct for Hood #1. (Not to exceed a maximum of 10 linear feet of duct.) (Duct to be ETL listed 20 gauge factory built stainless steel duct.)
- 1) Make-up air Duct for above Fan #2. (Total combined length of duct not to exceed a maximum of 30 linear feet of duct.)
- 1) Set of Hood Hangers for Hood #1.
- 1) Normal Mechanical Labor for Installation of above materials and equipment. (Normal mechanical labor only. Normal as determined by FryCo.)
- 1) Normal airflow balancing of above hood system equipment only. (In-house by FryCo. Does not include third party balancing.) (Normal as determined by FryCo.)
- 1) Normal startup of above hood system equipment only. (Normal as determined by FryCo.)
- 1) Provide 1 set of normal mechanical equipment submittal drawings for hood system equipment provided by FryCo. (Normal as determined by FryCo.)

2. Exclusions.

No rooftop grease protection systems, engineering, design work, construction documents, internet service, internet connections, safety railing, ceiling grid, flashing, hood flashing, backsplash, wall flashing, ceiling work, controls, control work, painting, x-rays, concrete scanning, mechanical screening, electrical, plumbing, roofing, structural work, structural design, structural framing, structural supports, gas piping, fire protection, heating & air, duct enclosures, grease duct wrap, grease duct enclosures, fire chases, fire suppression, stainless steel wall flashing, core cutting, concrete cutting, masonry cutting, noise / vibration mitigation, or carpentry work to be performed by FryCo unless specifically listed above. FryCo shall not provide any handheld fire extinguishers. FryCo shall not install any other mechanical parts, equipment, or systems than the ones listed above. The hood systems and equipment listed herein are not the same make and / or models listed in the plans provided to FryCo. Customer shall be solely responsible for obtaining any necessary approvals to use the hood systems and equipment listed herein. Sales / Use Taxes are not included and shall be the responsibility of the customer. Copy of tax exemption form or receipt showing fees / taxes paid must be provided to FryCo or fees / taxes may be assessed to customer and are payable to FryCo on demand. Permit and all permit fees are excluded.

3. Contract Price.

Forty-one thousand five hundred dollars (\$41,500.00) with payments to be made as listed below.

4. Payment Terms. Customer agrees to pay the Contract price as follows:

- 1) Deposit. \$20,750.00
- 2) Progress draws due upon invoicing. (Progress draw amounts and timing shall be as determined by FryCo) \$18,675.00
- 3) Balance on substantial completion. (Substantial completion as determined by FryCo) \$2,075.00

300 Suns Brewing.docx

Page 3 of 5

Customer's Initials _____

This is an estimate only. This is not a valid contract or proposal.

5. **Withdrawal of Proposal.** This Proposal may be withdrawn or modified if not accepted within 30 days from the date set forth above.
6. **Additional Terms and Conditions.** The Terms and Conditions appearing on page 5 of this Proposal are an integral part of the Contract, and are expressly incorporated by this reference. By signing this Contract, FryCo and the Customer intend to create a legally binding Contract between them on the terms set forth above and in the attached Terms and Conditions.

FRYCO SYSTEMS, INC. a Colorado Corporation

Accepted the date set forth below:

By: _____
Name/Title

Date: _____

Name/Title of Customer Representative (Please Print)

Signature of Customer Representative

NOTE: The signed Contract must be returned to FryCo via fax, hand delivery or overnight mail within 48 hours after signature by Customer. Otherwise, FryCo has the right in its sole discretion, to terminate this Contract.

PERSONAL GUARANTY

The undersigned, in his or her individual capacity, absolutely and unconditionally guarantees payment by Customer of all sums due under this Contract and performance of any other obligations of Customer under this Contract. The undersigned agrees to pay all costs and reasonable attorney's fees incurred by FryCo in enforcing the Contract or this guaranty.

Date: _____

Guarantor's Name (Please Print)

Guarantor's Signature

Guarantor's Address

TERMS AND CONDITIONS

1. **Applicability.** No modification of these Terms and Conditions shall be effective unless in writing and signed by an authorized representative of FryCo. In case of conflict between the provisions of these Terms and Conditions and those of any other written proposal, contract or agreement executed by an authorized representative of FryCo, the provisions of the other document shall control over the provisions of these Terms and Conditions. These Terms and Conditions are part of the Contract between FryCo and the Customer.
2. **Change Order.** Any changes from this Contract, which involve extra costs, shall only be performed by FryCo after receipt of a written change order from Customer. Customer shall pay FryCo for all additional charges resulting from the Change Order.
3. **Late Payments.** If Customer fails to make any payment when due, all unpaid sums shall accrue interest at 21% per annum.
4. **Attorney's Fees and Costs.** If Customer defaults under the Contract, FryCo shall be entitled to recover all costs and reasonable attorney's fees, which it incurs as a result of the default. The provisions of this Section shall survive any termination of the Contract.
5. **Force Majeure.** FryCo's performance under this Contract is subject to delays occasioned by circumstances beyond FryCo's control. FryCo shall not be responsible for delays due to weather conditions, mechanical failures, labor difficulties, equipment shortages, fire, governmental authority or regulation, acts of God, or any other cause beyond FryCo's control.
6. **Limited Warranty.** All new equipment and installation services provided by FryCo, which are the subject of this Contract, are warranted to be free from defects in workmanship and materials for a period of one year following FryCo's completion of installation. Notwithstanding any other terms of this Contract to the contrary, this limited warranty shall only extend to the Customer and is not transferable to any other person or entity. FryCo's obligation under this warranty is limited to repair or replacement of the defective equipment and correction of the defective work, and FryCo shall not under any circumstances be liable for any incidental or consequential damages, including without limitation loss of product, loss of income and loss of use. The limited warranty set forth above is Customer's exclusive remedy. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, HAS BEEN OR IS MADE BY FRYCO.** This limited warranty shall not extend to, include or be applicable to: (a) any damage resulting from abuse, misuse, neglect, improper maintenance, improper service or improper operation; (b) changes, alterations or additions made by Customer or any third party; (c) any defect in, caused by, or resulting from materials or work supplied by anyone other than FryCo, its employees, agents or subcontractors; (d) loss or damage caused by or resulting from accident, vandalism, riot and civil commotion, or any other casualty or act of God; (e) bodily injury or damage to property; (f) items subject to wear, including without limitation, fan belts, filters and cool pad media; (g) normal maintenance such as changing belts, replacing filters, cleaning and oiling, lubrication of equipment and moving parts; (h) equipment noise and vibration; (i) grease build-up, collection, impingement, drips, or leaks; (j) and sidewall vented exhaust systems. No performance warranties of any kind shall apply. No warranty shall apply to equipment, services or materials not supplied by FryCo.
- 6a. **Air Balancing Limited Warranty.** This section shall pertain to any air balancing performed by FryCo, which is the subject of this contract, and shall be the sole warranty for air balancing. FryCo warrants that the equipment or systems that are the subject of this proposal shall be operating at the levels shown, in the final air balance report produced by FryCo, at and only at the time that the readings were taken, and makes no other warranties, stated or implied, concerning the continued performance, operation or safety in use of this equipment / systems.
7. **Intended Use/Building Code Compliance.** Customer shall be solely responsible for determining suitability of the equipment for its intended use, and for determining compliance with construction documents, plans, applicable building codes and regulations.
8. **Deposits.** All deposits paid under this Contract are non-refundable.
9. **Drawings and Designs.** FryCo's drawings and designs relating to this Contract are FryCo's word product for FryCo's sole use. Such drawings and designs are the sole property of FryCo and may not be reproduced, disseminated to any other party, or otherwise used by Customer or any third party without the express written consent of FryCo.
10. **Security Interest.** Customer grants FryCo a security interest in all equipment provided under this Contract until such time as Customer has paid all sums due to FryCo. Customer shall sign all additional documents, including a financing statement, requested by FryCo to perfect its security interest.
11. **Indemnification.** FryCo shall not be responsible for the Customer's acts or omissions or those of any other person or entity. The Customer shall indemnify and hold FryCo harmless from all claims, demands, suits, liability, loss and expense (including attorneys fees) arising from any act or omission of the Customer or any third party, unless and until FryCo is proven negligent or otherwise responsible in a court of law. In no event shall FryCo be liable for any consequential, incidental, special, punitive or indirect losses or damages, which the Customer may incur or suffer in connection with the Contract. The provisions of this Section shall survive any termination of the Contract.
12. **Time of the Essence.** Time is of the essence of this Contract.
13. **Governing Law/Venue.** This Contract shall be construed under Colorado law. Venue for any action brought to enforce this Contract shall be in Larimer County, Colorado.
14. **Authority.** The signer of this Contract on behalf of the Customer represents that s/he is a duly authorized representative of the Customer and has full power and authority to bind the Customer to all provisions of this Contract.
15. **Entire Contract.** This Contract constitutes the entire final Contract between the parties and supersedes all prior proposals and agreements.
16. **Waiver of Breach.** No waiver of any breach of this Contract shall constitute a waiver of any other or subsequent breach.
17. **Binding Effect.** This Contract is binding upon, and shall inure to the benefit of, the parties, their successors, assigns and legal representatives.
18. **Invalid Provisions.** If any term or provision of this Contract is held to any extent invalid or unenforceable, the remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.
19. **Fax Signature.** A fax copy of this Contract, including a fax copy of the signature page, shall be considered an original Contract for all purposes.
20. **Subcontracts.** FryCo may assign or subcontract any portion of this contract or this entire contract at any time without notice and without penalty.
21. **Engineering Limitation of Liability.** FryCo's, its owners', officers', employees' and subcontractors' liability for engineering services, design work, construction documents, engineering documents, permit drawings, consultation services, and opinions rendered shall not exceed a combined aggregate total of five hundred dollars. These provisions shall apply in all cases and limit FryCo's, its owners', officers', employees' and subcontractors' liability regardless of any court's or authority's judgment or finding. The Customer shall indemnify and hold FryCo, its owners, officers, employees and subcontractors harmless from all claims, demands, suits, liability, loss and expense (including attorney's fees) arising from any act, error or omission of FryCo, its owners, officers, employees and subcontractors, unless and until FryCo is proven negligent or otherwise responsible in a court of law. In no case, shall the combined aggregate liability for any customer or project exceed five hundred dollars. In no event, shall FryCo be liable for any additional, consequential, incidental, special, punitive or indirect losses or damages, which the Customer may incur or suffer in connection with the Contract or services provided. The provisions of this Section shall survive any termination of the Contract.

hoodBUILDER

family of Nationwide companies

5925 E. Evans Ave, Suite 215
Denver CO 80222
(Colorado) 303-777-4888
(California) 310-904-6820
www.hoodbuilder.com



COMPANY NAME:	300 Sons Brewing	EMAIL:	ScratchTruckLoveland@Gmail.com
CONTACT:	Nate Say	PHONE:	719-641-1989
ADDRESS:	335 1 st Ave	CELL:	719-641-1989
CITY, STATE ZIP:	Longmont, CO 80501	COMPANY TECH.:	MASSOUD 303-990-2900
BID# :	HB1989-11292018	DATE:	11/29/2018

Explanation	Quantity	Unit Cost	Total Amount
Hood, Duct, Exhaust Fan, MUA Package: 12' 1" x 4' 6" Stainless Steel Hood manufactured and installed (UL and NFPA complaint) Exhaust Fan, and Heated Make Up Air installed without Evaporative Cooler as requested.			\$17,800
16g. Grease Duct Work, MUA Duct work, 2 flat pieces, Flex Duct, and Registers Manufactured and installed for a single-story building, straight path to the roof. Two layers of fire wrap installed.			\$11,500
Complete UL300 compliant Fire Suppression System installation (Chemical Bottle, Control Head, CO2, Pull Station, Chemical Line, Fusible Link line)			\$6,850
Additional Options			
Electrical Connection for Hood & MUA Micro swift assembly and all safety interlocks per NFPA and UL sequence requirement (\$3,500)			
Electrical and mechanical Drawings, Permitting, Fire System Drawings, and any other drawings or City requirements, Permitting Process and Inspections (permit fee will be paid by customer) (done by customer).			
Roofing, and Roof Patch (cold Patch) for duct penetration point (\$3,500).			
Subtotal			\$36,150
Sales Tax			N/A
Total			\$36,150

Notes: This Price pertains to the items listed above only. Any changes or modifications will be at extra cost. **This bid is pending local authority's approval.** Not included: Wall Flashing (\$1,900), skirting (\$2,500), Gas piping, automatic gas shut-off valve: up to 1 1/2 inch: (\$550), structural engineering, electrical drawings, other electrical, alarm, crane cost or any other items not listed above.

TERMS: 50% down, 25% upon equipment delivery, 20% upon rough inspection, 5% at final.

ADDENDUM TO Nationwide Fire Protection CONTRACT/INVOICE:

This addendum is a part and parcel of that certain Hood Builder Inc Contract Invoice No.: HB1989-11292018 hereinafter called the ("contract") wherein Nationwide Fire Protection is the Seller/Contractor ("Contractor") and Scratch Food Truck and Catering is the purchaser. The following terms and provisions are a part and parcel of the contract as though fully set forth therein.

A. **Approval/Authority.** Purchaser warrants that it he/she has the full right, power and authority to enter this contract.

B. **Term.** This contract shall commence on the date written first and shall continue in effect for a minimum of two (2) years. Purchaser acknowledges and agrees that the contract provides for 4 service calls per year for a two (2) year period and that the contract continues thereafter on an annual basis. Written notice for cancellation of contract must be at least one year before the termination of contract, given by purchaser or at any time by the contractor. Should an appointment or scheduled date be missed by the contractor the responsibility solely lies on the purchaser to request such services in written form (Return receipt required). Should the contractor not show up for any of scheduled services, it is the responsibility of the purchaser to hire another contractor for that period to meet legal requirements.

C. **Payment.** Payment for services is due and payable on or before the date(s) scheduled during the period of the contract notwithstanding unilateral termination of services by purchaser. Account over 30 days past due will be charged 20% of the unpaid balance on monthly basis.

D. **Limited Warranty.** Contractor warranted only for the benefit of purchaser, that service shall conform in all material respects to the specifications and performance standards of the industry (except for subsequent modifications made at purchaser's request). Such warranty shall apply for a period of ten days following completion of services and if Purchaser notify contractor within 48 hours of Completion. In no Event Shall Contractor be liable for any loss of profits or consequential damages or demands brought against Purchaser by third parties.

E. **Force Majeure.** Contractor shall be excused from its failure to timely perform hereunder to the extent that delays, or failures result from causes beyond the reasonable control of Contractor.

F. **Disclaimer.** Contractor disclaims all promises, representations and warranties, except as expressly set forth in this Contract.

G. **Agency.** Contractor, in furnishing services to Purchaser is providing services as an independent contractor.

H. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of Colorado.

I. **Entire Agreement.** This Contract, Addendum and exhibit (if any) annexed hereto constitute the entire Agreement between the parties.

J. An authorized agent may inspect job before and after work is performed. Cancellation without 48 hrs. prior notices is subject to a 25% surcharge.

K. In the event of nonpayment and/or default under this contract, Contractor shall be entitled to recover from purchaser all costs of collection, specifically including reasonable attorney fees.

L. State of Colorado Registration Number: 11188

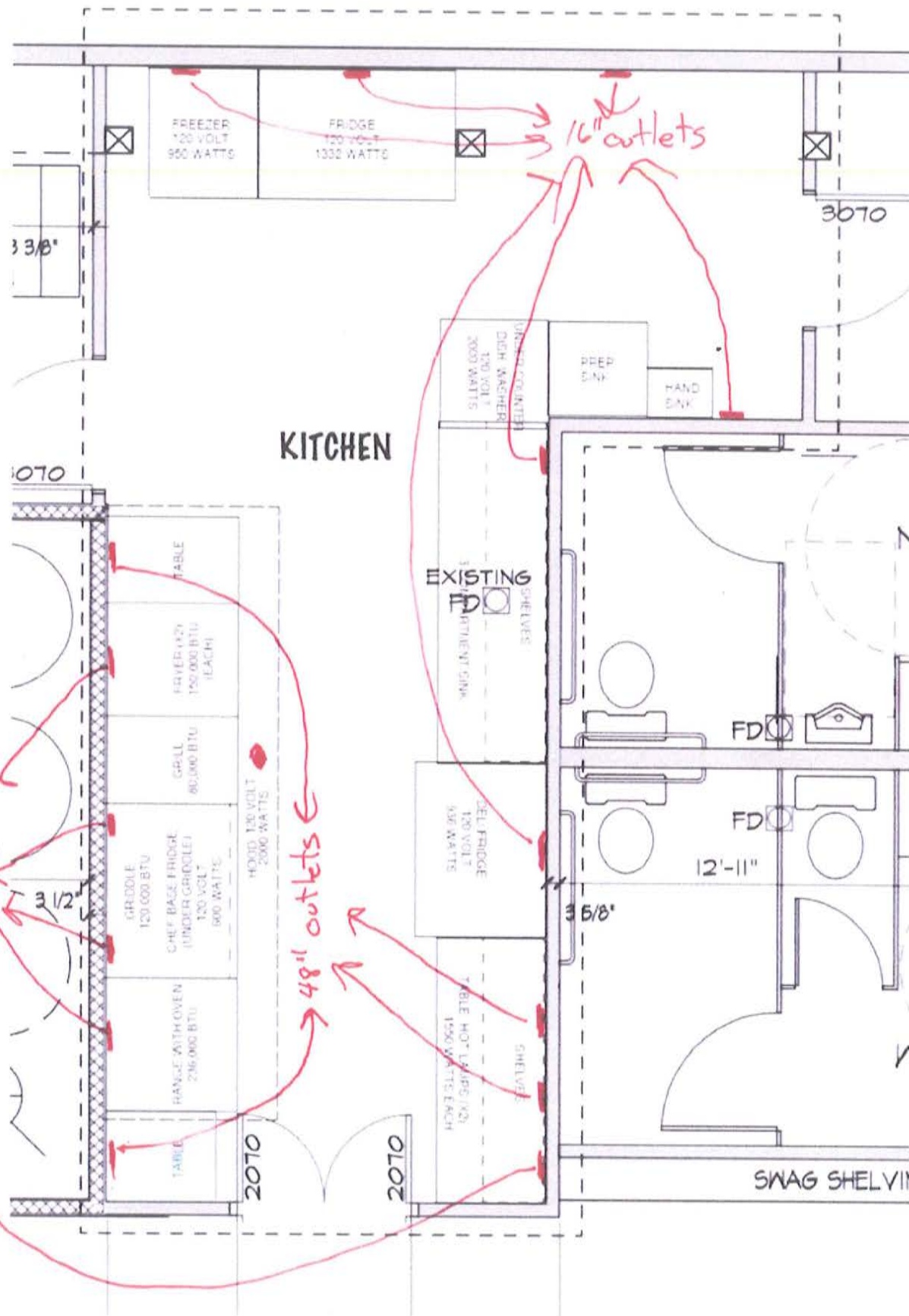
Name of Purchaser: _____

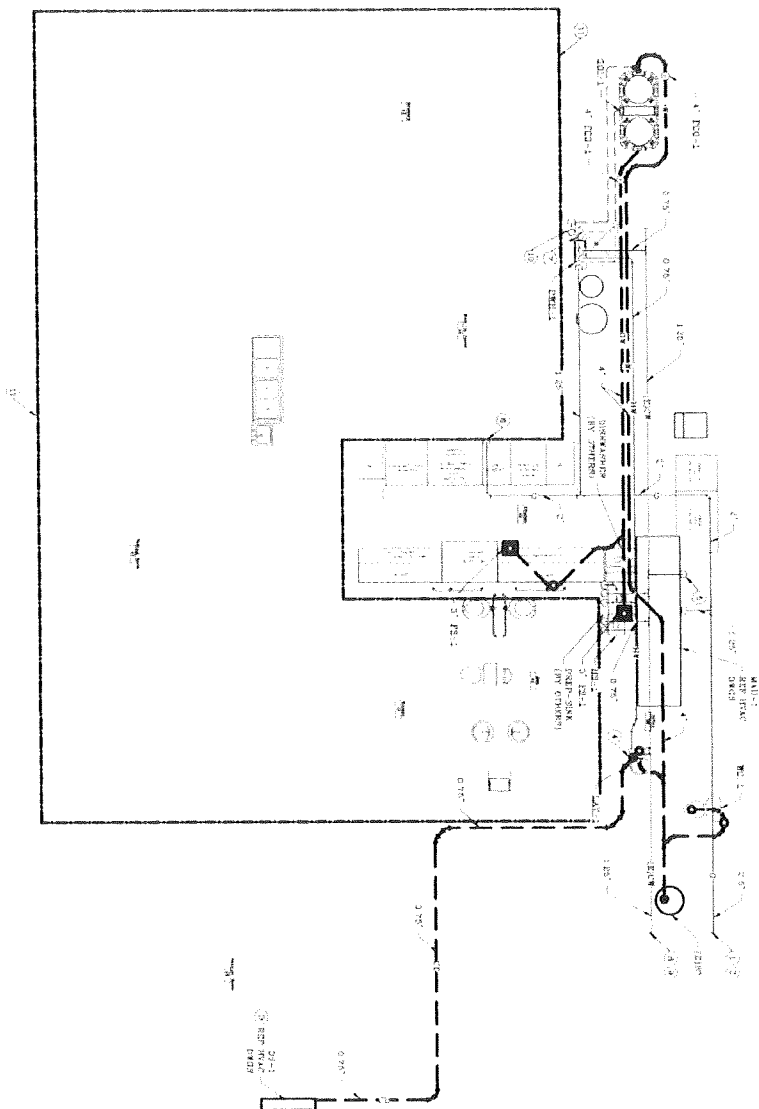
Signature: _____

Date: _____

*Missing
a lot of
Expenses.*

SCOPE OF WORK





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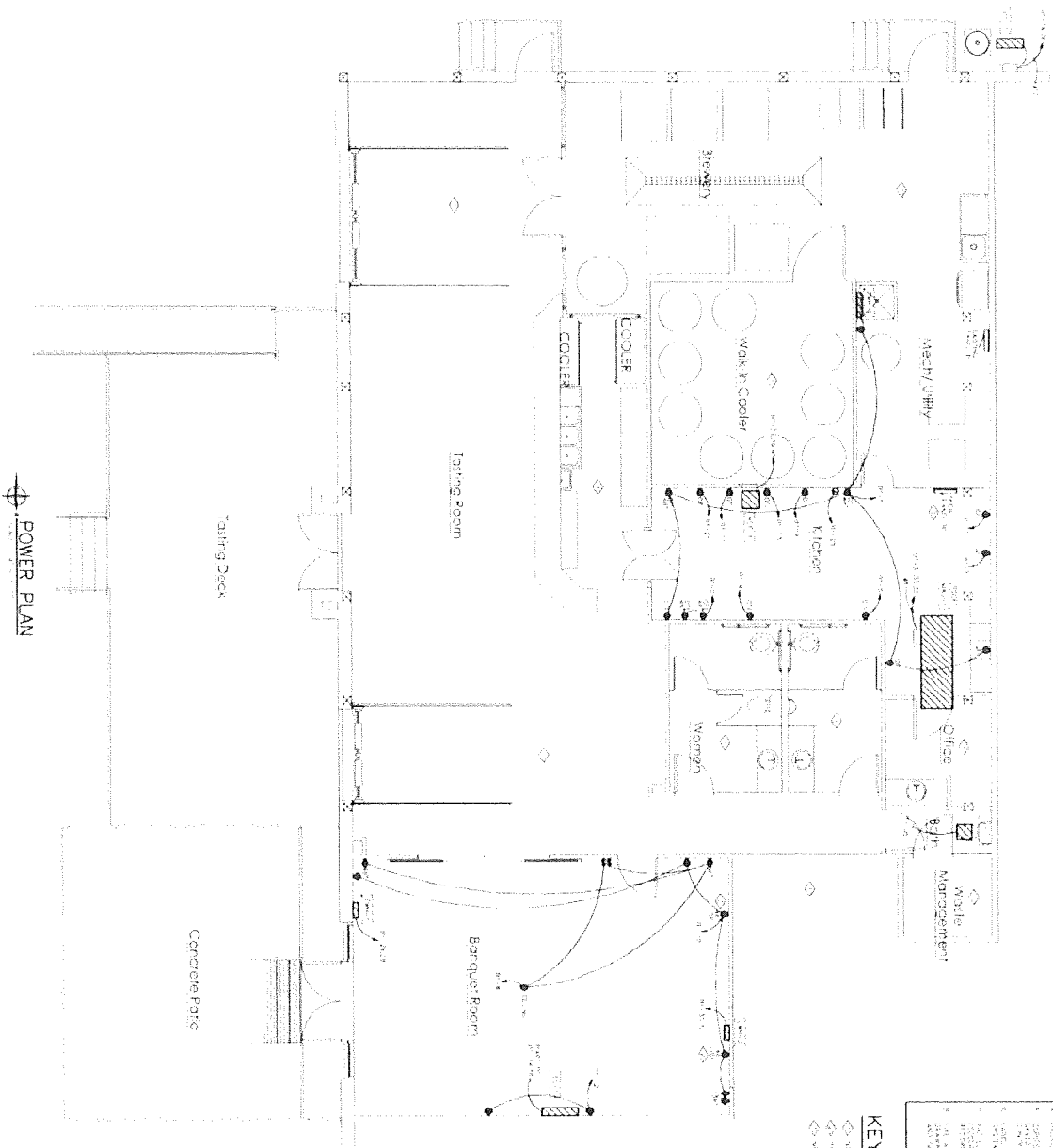
300 SUNS BREWING
335 1ST AVE
LONGMONT, CO 80501

PROGRESS SET
NOT FOR
CONSTRUCTION
10/3/17



P. 2. 1

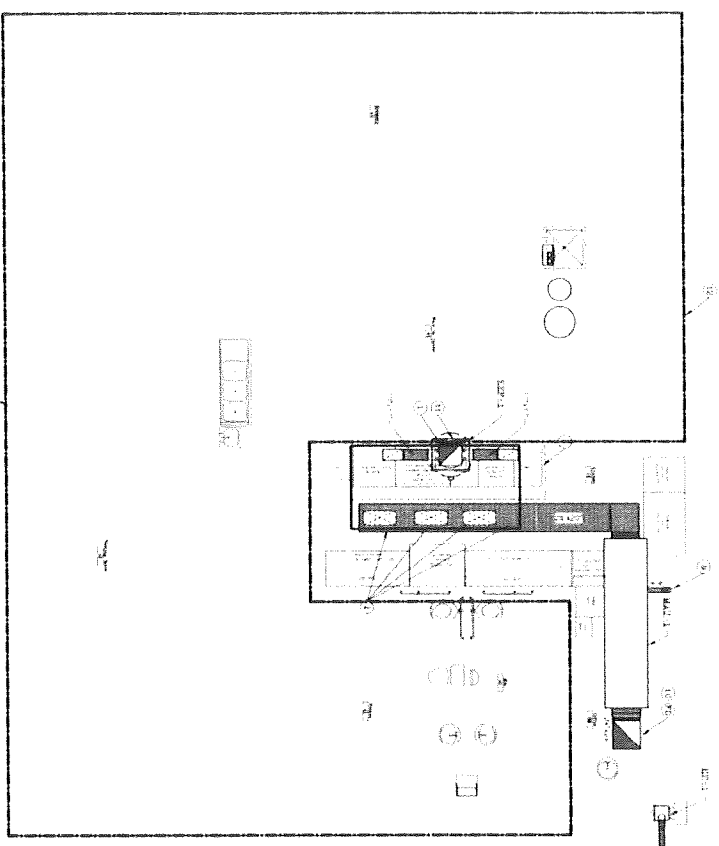
• **Wavelength:** 100 nm



- GENERAL POWER NOTES:**
- 1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL CITY AND STATE REGULATIONS.
 - 2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES.
 - 3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES.
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 - 10. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES.
- KEY NOTES**
- 1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES.
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 - 10. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES.



300 SUNS BREWING



FLAG NOTES

1. CONCRETE CONCRETE SLAB SHALL BE 12" THICK AND 12" DEEP. (SEE PLAN)
2. 12" DIA. VENT TO ROOF. (SEE PLAN)
3. 12" DIA. VENT TO ROOF. (SEE PLAN)
4. 12" DIA. VENT TO ROOF. (SEE PLAN)
5. 12" DIA. VENT TO ROOF. (SEE PLAN)
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11. 12" DIA. VENT TO ROOF. (SEE PLAN)
12. 12" DIA. VENT TO ROOF. (SEE PLAN)







Nate Say <scratchtruckloveland@gmail.com>

City of Longmont, CO - Sales Tax Dept.

2 messages

Joel Barajas <Joel.Barajas@longmontcolorado.gov>

Mon, Jun 3, 2019 at 10:00 AM

To: Richard Eastis <Richard.Eastis@longmontcolorado.gov>, "scratchtruckloveland@gmail.com" <scratchtruckloveland@gmail.com>

Scratch LLC

You have provided what was needed in order to be current with your account per our department. Current as of 6/3/19.

Have a great day.

Joel Barajas

Sales Tax Accountant – City of Longmont, CO

303-651-8674

This e-mail and any files transmitted with it are intended only for the person or entity which it is addressed and may contain confidential material and/or material protected by law. Any retransmission or use of this information may be in violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

Nate Say <scratchtruckloveland@gmail.com>

Sat, Jun 8, 2019 at 6:31 PM

To: Joel Barajas <Joel.Barajas@longmontcolorado.gov>

Hi Joel

Thank you for your help.

Could I have a copy showing that I am current on my sales tax for Longmont?

Thanks!

Nate

[Quoted text hidden]

--

Nate Say

Scratch Food Truck and Catering

719-641-1989

ScratchTruckLoveland@Gmail.com