From: Smartsheet Automation

To: Pulido, Kristen

Subject: West Oak Coffee Bar has completed the Downtown Reinvestment Grant form

**Date:** Tuesday, October 14, 2025 10:00:45 AM

This message has originated from an **External Source**. Please be cautious regarding links and attachments.



<!--[if !mso]--> <!--[endif]-->

# West Oak Coffee Bar has completed the Downtown Reinvestment Grant form

West Oak Coffee Bar has completed the Downtown Reinvestment Grant form:

- Address: 114 West Oak Street
- Type of work: Fire Suppression System
- Planned Improvements: The space has been vacant for over the past 50 years so we will be bringing the building completely up to code, restoring as much of the original details as possible and finishing the space in an elegant finish out.

All new:

electric

plumbing

**HVAC** 

decor

lighting

- Total Cost:
- Total Grant Request:

### Additional Notes:

- The prospect's submitted total cost is not equal to the sum of individual costs reported in the form.
- The prospect's submitted total grant request is not equal to the sum of individual grants reported in the form.



### **Details**

- 1 row added
- 3 attachments added

1 row added or updated (shown in yellow)

### Row 4

Business name	West Oak Coffee Bar
Created date	10/14/25, 9:58 AM
Applicant name	Matthew Fisher
Applicant mailing address	114 West Oak Street
Phone number	+1 (************************************
Email	m
Building owner different from applicant?	Yes
Building owner (if different from applicant)	Melinda McBride
Building owner phone	<del>ci (070) 0 (0.7370</del>
Building owner email	i <del>cher inicia i 7. Syruzii</del>
Building name	West Oak Coffee Bar
Project site/address	114 West Oak Street
Type of work	Fire Suppression System
Planned Improvements Details	The space has been vacant for over the past 50 years so we will be bringing the building completely up to code, restoring as much of the original details as possible and finishing the space in an elegant finish out. All new: electric plumbing HVAC decor lighting
	original details as possible and finishing the space in an elegant finish

Downtown benefit	West Oak has been serving Denton for over the past 10 years. In that time we have grown deep roots in the community. We provide space for all aspects of life to happen, from business meetings, celebrations, dates, job interviewsanything that brings people together and this project will allow us to expand our service to the people of Denton. We also hope invite a large number of guests in as well with the hope they will explore the rest of the Square.
General or fire suppression application	Fire suppression system
Facade/building rehab cost	
Facade/building rehab requested grant	
Awnings cost	
Awnings requested grant	
Signs cost	
Signs requested grant	
Impact fees cost	
Impact fees requested grant	
Utility upgrades cost	
Utility upgrades requested grant	
Interior/code improvements cost	
Interior/code improvements requested grant	
Fire suppression	171751.16

system cost	
Fire suppression system requested grant	50000
Total cost (submission)	
Total cost (Smartsheet)	171751.16
Total grant request (submission)	
Total grant request (Smartsheet)	50000
Message Details	• The prospect's submitted total cost is not equal to the sum of individual costs reported in the form. • The prospect's submitted total grant request is not equal to the sum of individual grants reported in the form.

Changes made by web-form@smartsheet.com

### 3 attachments added

114 W Oak St, Denton, TX 76201 Fire Line Proposal (1).pdf (99k) added by webform@smartsheet.com on Row 4: West Oak Coffee Bar

West Oak Coffee-Denton-Fire Sprinkler (1) (1).pdf (179k) added by web-

form@smartsheet.com on Row 4: West Oak Coffee Bar

West Oak Coffee-Denton-Fire Alarm (1) (1).pdf (206k) added by webform@smartsheet.com on Row 4: West Oak Coffee Bar

You are receiving this email because you are subscribed to a workflow "New application notification" (ID# 6133402949707652) on sheet DRG App Data

Exclude your changes from all notifications | Unsubscribe

Powered by Smartsheet Inc. | Privacy Policy | Report Abuse/Spam

# DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940-349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. I have not received, nor will I receive insurance monies for this revitalization project.

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within one (1) year from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

West Oak Coffee Bar	
Business/Organization Name  Matthewtisher	9/4/25
Applicant's Signature Printed Name  Mululululu Manna McBEIN	Date  = 9/5/25
Building Owner's Signature (if different from applicant) Printed No	ame Date
This section is to be completed by Economic Development staff.	
Date considered by DEDC Recommendation	Staff Signature
Date considered by TIRZ #1 Board Recommendation	Staff Signature
Date considered by City Council Approval	Staff Signature



### From DFS Fire Systems

3121 Benton Street Garland TX 75042 (214) 628-4061 <a href="https://dfs-fs.com/">https://dfs-fs.com/</a> Texas ACR-3359662 Texas ECR-3359665

Texas SCR-G-3356970

Quote No.	0008862	Quote For	Estimating
Туре	Installation		West Oak Coffee
Prepared By	Floyd Davis		114 West Oak Street
Created On	09/29/2025		Denton TX 76201
Valid Until	10/31/2025		

### **Description of Work**

# **DFS Fire Systems Fire Sprinkler Installation Quote**

DFS Fire Systems is pleased to present this proposal for the installation of the applicable fire sprinkler system in accordance with NFPA 13 codes and standards. Our team has reviewed the preliminary documentation provided on 9/26/2025, where no digital plans were provided. Specific assumptions and exclusions are outlined below for your review.

Should any adjustments be required, please don't hesitate to reach out. We value the opportunity to collaborate and look forward to supporting your project with precision and reliability.

TERMS OF PAYMENT: 50% down payment is due upon signing this contract and the remaining balance is due after hydro/visual inspection performed by the local AHJ. DFS accepts all forms of payment, credit card payments will be subject to a 3.50% processing fee.

### Services to be completed

### **Sprinkler**

- 1. Provide required AutoCAD drawings, hydraulic calculations, permits and coordination for a wet pipe system as required by the local AHJ.
- 2. Provide on-site required hydrostatic testing of the fire protections system as required by the local AHJ.
- 3. Meet hydraulic density as required by NFPA 13.
- 4. Sprinkler head spacing as required by NFPA 13.

### Scope:

- Add a new WET fire sprinkler system starting at the fire line 1' above finished floor to include a new above ground backflow assembly (if required) in a temperature-controlled room, wall mounted FDC or route to remote FDC connection within the riser room. All heads to be either upright pendant, sidewall, dry or white semi-recessed.
- If attic area coverage is required by the AHJ, then add \$23,360

### Project specific exclusions:

- CAD/DWG files and a full set of construction drawings are required for sprinkler design scope. If they are not available, then a quote to generate them can be provided.
- Insulation of any kind
- Interstitial sprinkler head coverage

### **Terms and Conditions**

### TERMS AND CONDITIONS OF SALE

- 1. GENERAL. The following Terms and Conditions of Sale ("Terms and Conditions") shall govern all sales of materials or services ("Materials" or "Services") provided by Better Protection, LLC ("BP") and all owned subsidies to any buyer or end-user (the "Customer").
- a. Standard Exclusions:

### · Fire Sprinkler

- 1. Attic coverage
- 2. Raising, lowering or rerouting of any sprinkler branch lines or sprinkler main lines.
- 3. Custom colored escutcheons
- 4. Phased work, unless otherwise specified.
- 5. Electrical wiring, fire alarm wiring, and/or monitoring services are not part of our service unless specified otherwise in the description of services herein.
- 6. Adequate heat, heat tracing, and/or insulation of pipe.
- 7. Fire extinguisher cabinets, hangars, monitoring and related services are excluded.
- 8. Fire pump work of any kind and/or water storage tank unless explicitly included above.
- 9. Cleaning, priming, prepping, or painting of any piping is not included.
- 10. Water pressure below 55 psi may incur additional costs.
- 11. Underground work or any taps/connections to city water mains.
- 12. Underground piping is excluded from our service.
- 13. Site underground fire line piping or its flushing is not included unless explicitly mentioned. Compliance with NFPA 24 is required, and certification must be provided before connecting the automatic fire sprinkler protection system to the underground supply.
- 14. Backflow preventers, fittings, valves, devices, taps, bores, vaults, and freestanding fire department connections are not covered.
- 15. Protection of fire sprinkler components from damage or painting is excluded.
- 16. Protective covers can be provided at an additional cost if not explicitly included.
- 17. Permits, design, and/or expediting fees unless explicitly included above.
- 18. Design from PDF drawing files. DFS requires .dwg or other CAD-compatible file types for design services. If CAD-compatible files are unavailable, DFS can provide services to create at additional cost.
- 19. Prevailing wages, overtime or premium labor time unless explicitly included above. If required, this can be added at additional cost.
- 20. Cutting/patching/painting/replacement of ceiling tiles, ceiling structure, sheetrock, or finishes.
- 21. Detailed housekeeping. DFS will leave area broom clean.
- 22. Protection of finished flooring, walls, or adjacent architectural items.
- 23. Unforeseen conditions.
- 24. Emergency Responder Radio System.
- 25. Coordinated drawings.
- 26. BIM design or BIM Coordination.
- 27. Liquidated and/or consequential damages.
- 28. Modifications or additions to our current insurance.
- 29. Sales tax, unless otherwise specified.
- 30. Fire caulking and/or fire stopping.
- 31. All coring and/or sleeving.
- 32. Splash blocks
- 33. MIC testing
- 34. Knox Box or FDC Knox Caps
- 35. Entire compartment upgrade requested by AHJ
- 36. CHANGES MADE BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- 37. All items not explicitly called out above in the Scope of Work are  $\emph{EXCLUDED}$  from this proposal
- Fire Alarm
- 1. Underground conduit is excluded from our service.
- 2. 110v AC power.
- 3. Phased work, unless otherwise specified.
- 4. Electrical wiring and/or monitoring services are not part of our service unless specified otherwise in the description of services herein.
- 5. Fire extinguisher cabinets, hangars, monitoring and related services are excluded.
- 6. Cleaning, priming, prepping, or painting is not included.
- 7. Protection of fire alarm components from damage or painting is excluded. Protective covers can be provided at an additional cost if not explicitly included.
- $8.\ Permits\ and/or\ design\ unless\ explicitly\ included\ above.$
- 9. Prevailing wages, overtime or premium labor time unless explicitly included above. If required, this can be added at additional cost.
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- 11. Detailed housekeeping. DFS will leave area broom clean.
- 12. Protection of finished flooring, walls, or adjacent architectural items.
- 13. Unforeseen conditions.
- 14. Duct smoke detectors.
- 15. HVAC shutdown interface and wiring.
- 16. Telco lines or any other path of transmission, unless otherwise specified.
- 17. Emergency Responder Radio Coverage System (ERRC), installation and grid testing
- 18. Emergency Two-Way Communication System (ETWC)
- 19. Door holder and/or access control devices.
- 20. Programming of proprietary fire alarm systems.
- 21. All conduit that is not required by code.
- 22. Coordinated drawings.
- 23. BIM.

- 24. Liquidated and/or consequential damages.
- 25. Modifications or additions to our current insurance.
- 26. Sales tax, unless otherwise specified.
- 27. Fire caulking and/or fire stopping.
- 28. All coring and/or sleeving.
- 29. Fire alarm system capability upgrades.
- 30. CHANGES MADE BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- 31. All items not explicitly called out above in the Scope of Work are EXCLUDED from this proposal
- 2. WORKING HOURS. All Services shall be performed during regular business hours, which are 7:00 a.m. to 4:00 p.m. CST Monday through Friday. In the event Customer requests performance at any other time, an additional amount shall be billed and paid by Customer, over and above the agreed upon contract Price, as compensation for overtime wages and for other expenses occasioned thereby.
- 3. PAYMENT. Any payment schedule outlined in the Proposal prevails over this Payment section. Payment shall be due and payable thirty (30) days from invoice date. Past due accounts are subject to a late fee of one and one-half percent (1½%) per month or the highest rate permitted by law, whichever is lower. Acceptance of payment on any past due amounts shall not be deemed a waiver of any rights BP may have against Customer for late payment. Supplier may demand assurance of Customer's ability to pay whenever it reasonably appears that such ability is in doubt.
- 4. INSPECTION FEES. All inspection fees charged by the Authority Having Jurisdiction (AHJ) (including permit fees and filing fees) are subject to change at any time. These fees are set by the AHJ and are paid to the AHJ by BP on behalf of the Customer.
- 5. DEPOSITS. Any required deposits will be listed explicitly on the proposal submitted to the Customer by BP. Such deposits must be paid to BP prior to the commencement of work.

### 6. WARRANTY.

- a. The Materials provided are manufactured by other parties and are warranted by those manufacturers against defects in materials and workmanship for a period of time depending on the Materials. To the extent allowed by contract, law, or otherwise, BP will pass through to Customer any and all warranties that are in effect for Materials purchased. Customer's sole remedy for defective Materials shall be those afforded through the manufacturer's warranty, unless such defect(s) is the results of negligent installation by BP. BP will administer the manufacturer's warranty.
- b. Services will be performed with reasonable care and skill ordinarily exercised by others in similar professions, under similar circumstances. If Customer notifies BP within 90 days of discovery of defects in Services, then BP, at its sole election, will either re-perform the Services or return the Price paid for them. In the event BP's investigation or inspection reveals no defect, BP's regular charges for any and all repairs shall apply. This warranty does not cover defects arising from Customer's or Customer's agents' misuse, abuse, neglect, or improper handling.
- c. BP will honor any warranties that are stated in the Proposal.
- d. BP MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF BP. ANY OTHER WARRANTIES OF ANY NATURE INCONSISTENT WITH THOSE SPECIFIED HEREUNDER, WHETHER MADE BY A SALESPERSON, REPRESENTATIVE, DISTRIBUTOR, DEALER AND/OR EMPLOYEE OF BP i) SHALL NOT CONSTITUTE A WARRANTY; ii) SHALL NOT BE RELIED UPON BY CUSTOMER; AND iii) ARE NOT A PART OF THESE TERMS AND CONDITIONS.
- 7. DELAYS. Customer shall provide BP access to the worksite premises, facilities, and equipment necessary for BP to timely perform the work. BP shall be free to start and stop all primary equipment incidental to BP's performance of the work, as arranged with Customer's representative. If Customer including Customer's agents and subcontractors delays or interrupts progress of the work, all additional on-site time, travel time and materials and expenses shall be borne by the Customer. BP shall bear no liability for any delays or failure to perform caused by Customer or Customer's agents and subcontractors.
- 8. SAFETY. The Customer shall ensure that the work environment is free from environmental and safety hazards.
- 9. MODIFICATIONS. On Customer's request for a change in scope, BP will submit a proposal specifying any changes, including the Price and schedule, and shall proceed with the changes upon written agreement by Customer.
- 10. RENEWAL OF AGREEMENTS. Multi-year inspection/monitoring agreements do not automatically renew. A written extension or new agreement would need to be signed by both parties.
- 11. BREACH. In the event of Customer's breach or default hereunder, including without limitation Customer's wrongful rejection or refusal to accept delivery or repudiation of its contract to purchase Materials, or Customer's failure to make payment due hereunder, BP shall be entitled to exercise any and all remedies provided by law and under the Uniform Commercial Code, and to recover the Price of any such Materials. All rights and remedies of BP shall be cumulative and may be exercised from time to time, either consecutively or concurrently. BP and Customer agree that any Materials not normally carried in BP's inventory or that cannot be readily resold at a reasonable price, purchased by BP in complete or partial fulfillment of Customer's order, shall be deemed identified to the contract between BP and Customer.
- 12. INDEMNIFICATION. Customer agrees to defend, indemnify and hold BP and its parents, officers, and affiliates harmless from and against any damage, deficiency, loss, cost, action, claim, judgment or expense, including without limitation, reasonable attorneys' fees, arising from any bodily injury, including death, or in connection with any damages to or loss of property sustained by any person, whether direct, indirect or consequential, arising from or related to any Materials or Services provided by BP, arising out of Customer's gross negligence or willful misconduct, and except for claims or damages resulting from BP's negligence. BP agrees to defend, indemnify and hold Customer and its board members, directors, officers, unit owners, residents, and managing agent harmless from and against any damage, deficiency, loss, cost, action, claim, judgment or expense, including without limitation, reasonable attorneys' fees, arising from any bodily injury, including death, or in connection with any damages to or loss of property sustained by any person, whether direct, indirect or consequential, arising from or related

to any Materials or Services provided by BP and arising out of BP or its agent or employee's gross negligence, willful misconduct, derogation of written instructions by Customer, or breach of this Agreement. BP will add Customer and its managing agent as additional insureds on its commercial general liability insurance policy during the term of this Agreement. The indemnification provisions of this Agreement shall survive expiration or termination of the Agreement.

- 13. LIABILITY. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of BP for death or personal injury as a result of BP's negligence or that of its employees or agents. IN NO EVENT WILL BP BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF BP'S SUPPLY OF GOODS OR SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed as establishing or implying any partnership or joint venture between the parties and nothing herein shall be deemed to construe either of the parties as an agent of the other.
- 15. FORCE MAJEURE. Either party shall bear no liability whatsoever to the other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornado, war, invasion, insurrection, rebellion or riots, and any such failure or delay due to such cause shall not be deemed a breach of or default in the performance by the party declaring a force majeure event (the "declaring party"). The non-declaring party may cancel the contract without penalty if performance by the declaring party does not resume within thirty (30) days of the declaration.
- 16. GOVERNING LAW, JURISDICTION. The laws of the State of Illinois shall apply to this contract and its construction. All disputes arising hereunder shall be submitted to the exclusive jurisdiction of the applicable courts of Cook County, Illinois.
- 17. SEVERABILITY. To the extent any provision or clause in this contract is prohibited by any law or is deemed invalid, unenforceable, or against public policy, such prohibition or unenforceability shall not invalidate any of the remaining provisions or clauses in these Terms and Conditions.
- 18. WAIVER. Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future. No waiver of any breach of any provision of this contract shall constitute a waiver of any other breach of the same or any other provision.
- 19. ORAL STATEMENTS. Any salespersons, representatives, distributors, dealers and/or employee of supplier may have made oral or written statements about the materials or services described herein, such statements do not constitute warranties, shall not be relied upon by the Customer and are not a part of this contract.
- 20. SIGNATURE: Person(s) providing signatures for any job documents understands that their signature applies to all job documents associated with the job, including but not limited to, pre work acknowledgements, work acknowledgements, work orders, inspections reports, etc.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.		
Name:	Date:	
Signature:		



3121 Benton St | Garland, TX 75042

Phone Number: 214-717-0942| Fax Number: 469-904-8535

Underground :

### DESCRIPTION

AMOUNT

114 W Oak St, Denton, TX 76201

- I. Add new underground fire line approx. 45' from the city water line to the building I' above finished floor. Tap will start in the back of the building off Pecan St. and run up the sidewalk to avoid electrical transformers and into riser room.
- 2. C900 DRI4 Piping, cast iron fitting mega lugs, bolt kits, DR-14 C900 Piping, Thrust blocking, Rebar, Valve, Valve boxes and all other materials to complete the job.
- 3. Excavation of dirt and replacement, compaction and spoil haul off.
- 4. Materials: Mega Lugs, Bolt kits, DR-14 C900 Piping
- 5. 3/8" Rock embedment and cushion sand around piping.
- 6. Equipment and Mobilization
- 7. Provide trench safety and trench safety plan.
- 9. Provide 6" stainless steel ready riser that will be stubbed up 1' above finished floor in new riser room.
- 10. Includes all labor and materials to complete the job.
- 11. Provide fire line permit through the fire marshals office only.

\$95,879.00

# DESCRIPTION AMOUNT ESTIMATOR NAME Jeremy Davis PHONE 214-717-0942 EMAIL Jdavis@standardslev.dilltes.com Bid was created in reference to plans:

### **EXCLUSIONS:**

Meter or Tappina fee's Rock Excivation Bondina

Bid was created from the set of plans provided on the date of this proposal. All future addendums or changes are not included in this bid proposal.



### From

### **DFS Fire Systems**

3121 Benton Street Garland TX 75042 (214) 628-4061 https://dfs-fs.com/ Texas ACR-3359662 Texas ECR-3359665 Texas SCR-G-3356970

Quote No. 0011539 Quote For Estimating

Type Installation
Prepared By Christopher Harrison
Created On 11/25/2025
Valid Until 12/25/2025

West Oak Coffee 114 West Oak Street Denton TX 76201

### **Description of Work**

# **DFS Fire Systems Fire Alarm Installation Quote**

DFS Fire Systems is pleased to present this proposal for the modification of the existing fire sprinkler system in accordance with NFPA 13 codes and standards. Our team has carefully reviewed the documentation provided, and this proposal is based on the plans dated **10/24/2014**. Specific assumptions and exclusions are outlined below for your review.

Should any adjustments be required, please don't hesitate to reach out. We value the opportunity to collaborate and look forward to supporting your project with precision and reliability.

TERMS OF PAYMENT: 50% down payment is due upon signing this contract, 25% will be due at rough in, and the remaining 25% balance is due after the final inspection performed by the local AHJ. DFS accepts all forms of payment, credit card payments will be subject to a 3.50% processing fee.

### Services to be completed

### Fire Alarm

DFS to provide a code minimum required fire alarm system for the facility listed above.

We have included in our proposal the following line item(s):

- 1 Fire Alarm System Design
- 1 Permitting with AHJ
- 1 Honeywell Remote Booster Power Supply, 10A
- 12 System Sensor Horn/Strobe, Ceiling Mount, White
- 4 System Sensor Strobe, Ceiling Mount, White

PROJECT SPECIFIC EXCLUSIONS:

RTU Monitoring (No Mechanical Plans)

### Smoke and Pull Station Coverage

Ansul Monitoring (No Mechanical Plans)

**GRAND TOTAL** \$9,772.16

### **Terms and Conditions**

### **TERMS AND CONDITIONS OF SALE**

- 1. GENERAL. The following Terms and Conditions of Sale ("Terms and Conditions") shall govern all sales of materials or services ("Materials" or "Services") provided by Better Protection, LLC ("BP") and all owned subsidies to any buyer or end-user (the "Customer").
- a. Standard Exclusions:

### · Fire Sprinkler

- 1. Attic coverage
- 2. Raising, lowering or rerouting of any sprinkler branch lines or sprinkler main lines.
- Custom colored escutcheons
- 4. Phased work, unless otherwise specified.
- 5. Electrical wiring, fire alarm wiring, and/or monitoring services are not part of our service unless specified otherwise in the description of services herein.
- 6. Adequate heat, heat tracing, and/or insulation of pipe.
- 7. Fire extinguisher cabinets, hangars, monitoring and related services are excluded.
- 8. Fire pump work of any kind and/or water storage tank unless explicitly included above.
- 9. Cleaning, priming, prepping, or painting of any piping is not included.
- 10. Water pressure below 55 psi may incur additional costs.
- 11. Underground work or any taps/connections to city water mains.
- 12. Underground piping is excluded from our service.
- 13. Site underground fire line piping or its flushing is not included unless explicitly mentioned. Compliance with NFPA 24 is required, and certification must be provided before connecting the automatic fire sprinkler protection system to the underground supply.
- 14. Backflow preventers, fittings, valves, devices, taps, bores, vaults, and freestanding fire department connections are not covered.
- 15. Protection of fire sprinkler components from damage or painting is excluded.
- 16. Protective covers can be provided at an additional cost if not explicitly included.
- 17. Permits, design, and/or expediting fees unless explicitly included above.
- 18. Design from PDF drawing files. DFS requires .dwg or other CAD-compatible file types for design services. If CAD-compatible files are unavailable, DFS can provide services to create at additional cost.
- 19. Prevailing wages, overtime or premium labor time unless explicitly included above. If required, this can be added at additional cost.
- 20. Cutting/patching/painting/replacement of ceiling tiles, ceiling structure, sheetrock, or finishes.
- 21. Protection of finished flooring, walls, or adjacent architectural items.
- 22. Detailed housekeeping. DFS will leave area broom clean.
- 23. Unforeseen conditions.
- 24. Emergency Responder Radio System.
- 25. Coordinated drawings.
- 26. BIM design or BIM Coordination.
- 27. Liquidated and/or consequential damages.
- 28. Modifications or additions to our current insurance.
- 29. Sales tax, unless otherwise specified.
- 30. Fire caulking and/or fire stopping.
- 31. All coring and/or sleeving.
- 32. Splash blocks
- 33. MIC testing
- 34. Knox Box or FDC Knox Caps
- 35. Entire compartment upgrade requested by AHJ
- 36. DFS Fire Systems shall not be responsible for damage to the work or property of others, nor subject to back charges unless such damage is proven to result from its sole negligence.
- 37. CHANGES MADE BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- 38. All items not explicitly called out above in the Scope of Work are EXCLUDED from this proposal
- Fire Alarm
- 1. Underground conduit is excluded from our service.
- 2. 110v AC power.
- 3. Phased work, unless otherwise specified.
- 4. Electrical wiring and/or monitoring services are not part of our service unless specified otherwise in the description of services herein.
- 5. Fire extinguisher cabinets, hangars, monitoring and related services are excluded.
- 6. Cleaning, priming, prepping, or painting is not included.
- 7. Protection of fire alarm components from damage or painting is excluded. Protective covers can be provided at an additional cost if not explicitly included.
- 8. Permits and/or design unless explicitly included above.
- 9. Prevailing wages, overtime or premium labor time unless explicitly included above. If required, this can be added at additional cost.

- 10. Cutting/patching/painting/replacement of ceiling tiles or finishes.
- 11. Detailed housekeeping. DFS will leave area broom clean.
- 12. Protection of finished flooring, walls, or adjacent architectural items.
- 13 Unforeseen conditions
- 14. Duct smoke detectors.
- 15. HVAC shutdown interface and wiring.
- 16. Telco lines or any other path of transmission, unless otherwise specified.
- 17. Emergency Responder Radio Coverage System (ERRC), installation and grid testing
- 18. Emergency Two-Way Communication System (ETWC)
- 19. Door holder and/or access control devices.
- 20. Programming of proprietary fire alarm systems.
- 21. All conduit that is not required by code.
- 22. Coordinated drawings.
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- 24. Liquidated and/or consequential damages.
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- 3. PAYMENT. Any payment schedule outlined in the Proposal prevails over this Payment section. Payment shall be due and payable thirty (30) days from invoice date. Past due accounts are subject to a late fee of one and one-half percent (1½%) per month or the highest rate permitted by law, whichever is lower. Acceptance of payment on any past due amounts shall not be deemed a waiver of any rights BP may have against Customer for late payment. Supplier may demand assurance of Customer's ability to pay whenever it reasonably appears that such ability is in doubt.
- 4. INSPECTION FEES. All inspection fees charged by the Authority Having Jurisdiction (AHJ) (including permit fees and filing fees) are subject to change at any time. These fees are set by the AHJ and are paid to the AHJ by BP on behalf of the Customer.
- 5. DEPOSITS. Any required deposits will be listed explicitly on the proposal submitted to the Customer by BP. Such deposits must be paid to BP prior to the commencement of work.
- 6. WARRANTY.
- a. The Materials provided are manufactured by other parties and are warranted by those manufacturers against defects in materials and workmanship for a period of time depending on the Materials. To the extent allowed by contract, law, or otherwise, BP will pass through to Customer any and all warranties that are in effect for Materials purchased. Customer's sole remedy for defective Materials shall be those afforded through the manufacturer's warranty, unless such defect(s) is the results of negligent installation by BP. BP will administer the manufacturer's warranty.
- b. Services will be performed with reasonable care and skill ordinarily exercised by others in similar professions, under similar circumstances. If Customer notifies BP within 90 days of discovery of defects in Services, then BP, at its sole election, will either re-perform the Services or return the Price paid for them. In the event BP's investigation or inspection reveals no defect, BP's regular charges for any and all repairs shall apply. This warranty does not cover defects arising from Customer's or Customer's agents' misuse, abuse, neglect, or improper handling.
- c. BP will honor any warranties that are stated in the Proposal.
- d. BP MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF BP. ANY OTHER WARRANTIES OF ANY NATURE INCONSISTENT WITH THOSE SPECIFIED HEREUNDER, WHETHER MADE BY A SALESPERSON, REPRESENTATIVE, DISTRIBUTOR, DEALER AND/OR EMPLOYEE OF BP i) SHALL NOT CONSTITUTE A WARRANTY; ii) SHALL NOT BE RELIED UPON BY CUSTOMER; AND iii) ARE NOT A PART OF THESE TERMS AND CONDITIONS.
- 7. DELAYS. Customer shall provide BP access to the worksite premises, facilities, and equipment necessary for BP to timely perform the work. BP shall be free to start and stop all primary equipment incidental to BP's performance of the work, as arranged with Customer's representative. If Customer including Customer's agents and subcontractors delays or interrupts progress of the work, all additional on-site time, travel time and materials and expenses shall be borne by the Customer. BP shall bear no liability for any delays or failure to perform caused by Customer or Customer's agents and subcontractors.
- 8. SAFETY. The Customer shall ensure that the work environment is free from environmental and safety hazards.
- 9. MODIFICATIONS. On Customer's request for a change in scope, BP will submit a proposal specifying any changes, including the Price and schedule, and shall proceed with the changes upon written agreement by Customer.
- 10. RENEWAL OF AGREEMENTS. Multi-year inspection/monitoring agreements do not automatically renew. A written extension or new agreement would need to be signed by both parties.

- 11. BREACH. In the event of Customer's breach or default hereunder, including without limitation Customer's wrongful rejection or refusal to accept delivery or repudiation of its contract to purchase Materials, or Customer's failure to make payment due hereunder, BP shall be entitled to exercise any and all remedies provided by law and under the Uniform Commercial Code, and to recover the Price of any such Materials. All rights and remedies of BP shall be cumulative and may be exercised from time to time, either consecutively or concurrently. BP and Customer agree that any Materials not normally carried in BP's inventory or that cannot be readily resold at a reasonable price, purchased by BP in complete or partial fulfillment of Customer's order, shall be deemed identified to the contract between BP and Customer.
- 12. INDEMNIFICATION. Customer agrees to defend, indemnify and hold BP and its parents, officers, and affiliates harmless from and against any damage, deficiency, loss, cost, action, claim, judgment or expense, including without limitation, reasonable attorneys' fees, arising from any bodily injury, including death, or in connection with any damages to or loss of property sustained by any person, whether direct, indirect or consequential, arising from or related to any Materials or Services provided by BP, arising out of Customer's gross negligence or willful misconduct, and except for claims or damages resulting from BP's negligence. BP agrees to defend, indemnify and hold Customer and its board members, directors, officers, unit owners, residents, and managing agent harmless from and against any damage, deficiency, loss, cost, action, claim, judgment or expense, including without limitation, reasonable attorneys' fees, arising from any bodily injury, including death, or in connection with any damages to or loss of property sustained by any person, whether direct, indirect or consequential, arising from or related to any Materials or Services provided by BP and arising out of BP or its agent or employee's gross negligence, willful misconduct, derogation of written instructions by Customer, or breach of this Agreement. BP will add Customer and its managing agent as additional insureds on its commercial general liability insurance policy during the term of this Agreement. The indemnification provisions of this Agreement shall survive expiration or termination of the Agreement.
- 13. LIABILITY. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of BP for death or personal injury as a result of BP's negligence or that of its employees or agents. IN NO EVENT WILL BP BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF BP'S SUPPLY OF GOODS OR SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed as establishing or implying any partnership or joint venture between the parties and nothing herein shall be deemed to construe either of the parties as an agent of the other.
- 15. FORCE MAJEURE. Either party shall bear no liability whatsoever to the other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornado, war, invasion, insurrection, rebellion or riots, and any such failure or delay due to such cause shall not be deemed a breach of or default in the performance by the party declaring a force majeure event (the "declaring party"). The non-declaring party may cancel the contract without penalty if performance by the declaring party does not resume within thirty (30) days of the declaration.
- 16. GOVERNING LAW, JURISDICTION. The laws of the State of Illinois shall apply to this contract and its construction. All disputes arising hereunder shall be submitted to the exclusive jurisdiction of the applicable courts of Cook County, Illinois.
- 17. SEVERABILITY. To the extent any provision or clause in this contract is prohibited by any law or is deemed invalid, unenforceable, or against public policy, such prohibition or unenforceability shall not invalidate any of the remaining provisions or clauses in these Terms and Conditions.
- 18. WAIVER. Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future. No waiver of any breach of any provision of this contract shall constitute a waiver of any other breach of the same or any other provision.
- 19. ORAL STATEMENTS. Any salespersons, representatives, distributors, dealers and/or employee of supplier may have made oral or written statements about the materials or services described herein, such statements do not constitute warranties, shall not be relied upon by the Customer and are not a part of this contract.
- 20. SIGNATURE: Person(s) providing signatures for any job documents understands that their signature applies to all job documents associated with the job, including but not limited to, pre work acknowledgements, work acknowledgements, work orders, inspections reports, etc.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.	
Name:	Date:
Signature:	