

NORTH METRO FIRE RESCUE DISTRICT
FIRE PREVENTION DIVISION

101 Spader Way
Broomfield, CO 80020
(720) 887-8217
(720) 887-8336 (fax)
www.northmetrofire.org



Steven Gosselin
Division Chief

TEMPORARY WORK AGREEMENT
Between the North Metro Fire Rescue District and

Applicant (print) _____

Applicant Address (print) _____

Applicant Telephone (print) _____

WHEREAS, the Applicant has requested a plan review and permit for the installation or alteration of a fire-protection system at _____

_____ ; and

WHEREAS, the Applicant has submitted to the Fire District scaled engineering drawings, supporting calculations, and other documentation, all of which have been approved, stamped, and signed by a professional engineer registered in the State of Colorado (collectively, the "Fire Protection System Plans"); and

WHEREAS, the Applicant desires, and has submitted a written request, to commence the proposed work immediately and without waiting to receive the Fire District's decision upon full review of the Fire Protection System Plans; and

WHEREAS, the Fire District is willing to permit the Applicant to commence the proposed work immediately, and prior to the Fire District completing its full review of the Fire Protection System Plans, upon the specific conditions set forth in this Agreement.

NOW THEREFORE, the Fire District and Applicant agree that the Applicant may immediately commence the proposed work, subject to written approval by the appropriate Building Official, upon the following terms and conditions:

1. This Agreement only applies to the work explicitly shown on the scaled engineering drawings, supporting calculations, and other documentation received by the Fire District before the parties signed this Agreement, and which constitute the Fire Protection System Plans upon which this Agreement is based. This Agreement *does not* cover any change in the scope or design of the Fire Protection System after the parties have signed this Agreement. Any change in the scope or design of the Fire Protection System shall be submitted to the Fire District with a written request for a new Temporary Work Agreement. The Fire District shall have complete discretion in determining whether a new Temporary Work Agreement will be granted. If the parties sign a new Temporary Work Agreement, it shall supersede and replace for all purposes this Agreement.

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2. The Applicant agrees to undertake and to complete, within the time established by the Fire District, any and all additions or changes to the structure and/or the Fire Protection System that the Fire District may require upon completing its full review of the Fire Protection System Plans.
3. The Applicant understands and agrees that the Fire District may not approve the Fire Protection System Plans as submitted. The Applicant further agrees that he/she/it will be solely responsible for any costs, expenses or delays resulting from any additions and/or modifications required by the Fire District, or resulting from the Fire District's subsequent denial of the Fire Protection System Plans.
4. The Applicant expressly acknowledges that by entering into this Agreement, the Fire District has not waived its right to deny the Fire Protection System Plans, in whole or in part, to issue a Stop-Work Order or Order to Comply, to recommend that the applicable Building Department deny issuance of a Certificate of Occupancy until all necessary changes are completed, and/or to take such other legal or equitable action it deems necessary and appropriate. The Fire District has the right to terminate this Agreement at any time in its sole discretion.
5. If the Applicant has requested, and the Fire District has agreed in writing to provide, an expedited review of Fire Protection System Plans, then, in addition to other applicable permit, plan-review, and inspection-related fees, the Applicant agrees to reimburse the Fire District for employee overtime and all other non-routine costs, including off-hours inspections (if requested by the Applicant), incurred by the Fire District in performing the accelerated review.
6. The Applicant understands that any construction activities that may conceal work required to be inspected, such as piping or system components, shall not be undertaken until the required inspections are completed.
7. In the event of a dispute arising from or relating to this Temporary Work Agreement, or any Stop-Work Order or Order to Comply issued in connection with this Temporary Work Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including attorneys' fees, costs and expenses incurred in collecting/executing upon any judgment, order or award.
8. The Applicant hereby represents and warrants that the Applicant is the Owner of the property and/or the facility/building covered by this Temporary Work Agreement, or that the Applicant is the agent of the Owner, and has full power and authority to enter into this Temporary Work Agreement on behalf of the Owner, and to bind the Owner the terms and conditions set forth in this Temporary Work Agreement.

Signature of Applicant

Signature of Fire Chief/Designee

PRINTED Name

PRINTED Name

Date

Date