Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 04/05/18

uponor

RESIDENTIAL
FIRE SAFETY SYSTEMS

DESIGN REQUEST FORM

Residential Fire Safety System Design Request Form

Design Request Form Instructions

Thank you for choosing Uponor, Inc. ("Uponor") for your design service needs. Please refer to the following guidelines to ensure we have all the necessary information to provide you with an accurate design.

- Complete this form in its entirety. Missing information will delay design completion.
- It is your responsibility to provide Uponor with accurate and complete information in a timely manner.
- Once Uponor receives all the information for a project, the Design Services department will provide an estimated completion date for the preliminary design plans (upon request).
- It is your responsibility to notify Uponor Design Services of any changes in construction or field conditions, to allow revision of the preliminary design plans.
- All bills of material are quoted at Uponor list price on the date the design is prepared.
- Material lists are not quoted in package quantities.
- All design services are subject to the terms and conditions on the last page of this form.
  Note: Any changes requiring a revision to the design may alter the completion date.

Contact Information

1. E-mail completed design request form to design.services@uponor.com or fax to 952.997.1731.
2. Include architectural/mechanical blueprints, electrical layouts, floor plans, structural and cross sections (electronic files required, AutoCAD preferred; FTP site available for files exceeding 10MB and Zip files).

Design Services Fee Structure

Design requests include:

- Two (2) sets of designs per initial request and for each revision (electronic files sent upon project completion)
- Standard shipping (UPS ground)

Square Footage — Fire Safety Design	Fees
Up to 1,500	$600
1,501 to 3,500	$775
3,501 to 5,000	$850
5,001 to 10,000	$900
10,000+	$1,500

Additional Rates (Including Packages)

- Revisions from initial design: $200 per revision
- Additional copies of design: $10 per page
- Expedited design time: $200
  - Estimated design time is 15 business days from receipt of all plans, completed design request form and design fees.
  - Design Services will review and honor expedited requests if design capacity permits.
- Overnight delivery is available at applicable postal rate.

Uponor requires payment before the design process begins. Preferred payment method is by credit card.

For questions regarding design fees, e-mail design.services@uponor.com or call 888.594.7726, ext. 5067.

Desired completion date ASAP Date plans submitted to Uponor 2/1/18

Plans sent via: ☒ E-mail ☐ Mail ☐ Fax ☐ FTP

Note: Design times are dependent on Uponor's receipt of all plans, required or requested information, payment and this completed form.

I acknowledge that I have read, understand and accept the terms and conditions set forth on or provided in connection with this document. I verify the design information and specifications provided in connection with this form are correct and complete.

Printed Name MARK J NIGRO Date 2/19/18

Signature [signature]

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Contact Information

Project Name Carson Residence
Address 32 Fee Pond Rd
City Portland State ME ZIP

Project Timing
Expected material purchase order date 5/1/18
Install date 5/1/18

Plan Ship to:
Name MARK J. NIGRO
Address 49 Berry Ave.
City Portland State ME ZIP 04103
Note: UPS will not ship to a P.O. box.

Note: Plans sent in without an Alliance number will be shipped directly to the Uponor representative.

Plan Bill to:
Name MARK NIGRO
Address 49 Berry Ave.
City Portland State ME ZIP 04103

Information Provided/Submitted by:
Name MARK NIGRO Date 2/19/18
Phone (207) 749-1876
E-mail MNIGROSERVICES at Gmail.com

Completed Design Plan and Quote Format
Note: Uponor will return all designs in PDF format unless paper copies are requested.
- PDF (E-mail to MNIGROSERVICES at Gmail.com)
- Print and ship 2 (number of copies of the design plan)

Note: *More than two copies may result in additional fees.*

Uponor Sales Representative
Company Name Phil Winnelson
Contact Name Jim Ring
Phone 773-9466 Fax —
Cell —
E-mail —

Wholesaler/Distributor
Company Name Phil Winnelson
Contact Name Jim Ring
Phone 773-9466 Fax —
Cell Phone —
E-mail —

Contractor Information
Company Name MARK NIGRO Services
Company Contact MARK NIGRO
Alliance member I.D. 1433
Address 49 Berry Ave.
City Portland State ME ZIP 04103
Phone (207) 749-1876 Fax —
E-mail MNIGROSERVICES at Gmail.com

Engineer/Architect Information
Company Name Mike Curran
Company Contact Mike Curran
Phone — Fax —
Cell Phone 632-5320
E-mail Mike@GoldHome.com

Authority Having Jurisdiction (AHJ)
Name City of Yarmouth - State of Me.
Title Inspector - Firemarshall
Phone — Fax —
E-mail —

Note: AHJ may require submission of additional plans.

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Hydraulic Information

Note: Uponor Design Services requires the following information to process a design.

Type of Water Supply

☒ City supply ☐ Pressure tank ☐ Well* ☐ Other (please specify)_____

*If a private well is the supply, skip the following section and move to Pressure-restrictive Devices. When using a private well, Uponor systems are designed back to the main manifold at the house. Uponor recommends pump selection after design calculations are complete.

Underground Supply Information

City Main — Meter — Shutoff Valve Inside House

Distance 20' Size of Tubing 1" Type of Tubing CTS Distance 4' Size of Tubing 1" Type of Tubing copper

Notes:

- To ensure accurate information, it may be necessary to visit the jobsite to confirm elevations, distances and water service details.
- If the underground piping is not yet installed, contact Uponor Design Services at design.services@uponor.com or 888.594.7726 for the preferred underground sizing.
- Please list any additional fittings or devices in the underground. For undergrounds not resembling the detail above, please create a drawing below starting with the tap to the city water main. Please create an accurate sketch of the underground supply pipe, including all pipe sizes, schedules, distances and all fittings and devices such as elbows, meters, valves, or anything unique to the underground.

Water Source Information

What is the source of the test data?

☐ Fire Department ☒ Water Authority ☐ Contractor

What date was the flow test taken? 2/10/18

What time of day was the flow test taken? Mornings

What was the static pressure? 79 psi psi

What was the residual pressure? 70 psi psi

What was the flow? Not sure gpm

What is the vertical distance between the location of the pressure reading and the main shutoff valve in the home? (Indicate whether the valve is higher or lower.) 10' lower

Where is the main shutoff valve located in the house? (Please be specifc on location.)

Front left

Pressure-restrictive Devices

What is the size of the water meter?

☐ ¾" ☒ 1" ☐ Other (Please specify)_____

Note: A ⅝" water meter may not accommodate the required flow. Contact Uponor Design Services at 888.594.7726 or design.services@uponor.com for assistance.

Is there a pressure-reducing valve (PRV)? ☐ Yes ☒ No

If yes, indicate size — model — per Uponor

(Please indicate the location of the PRV on the underground detail.)

Is there a water softener? ☐ Yes ☒ No

Is there a filtration system? ☐ Yes ☒ No

Are there any other devices that may impede the flow of water throughout the system (e.g., irrigation system)?

NO

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System Design

Is this system required by code? ☒ Yes ☐ No

Indicate system type ☒ Multipurpose
☐ Standalone*
☐ Passive Purge*

*Verify licensing requirements in your area for these types of systems.

Sprinkler type preference?

(See **Figure 1** below for sprinkler examples.)

☐ Recessed ☒ Concealed ☐ Horizontal Sidewall

☐ Various (Please describe)_____

Note: Custom-color cover plates are available through the sprinkler manufacturer (at additional cost).

Does the home have vaulted, sloped or cathedral ceilings?

☐ Yes ☒ No If so, where? _____

If so, what is the pitch? (e.g., 4:12, 8:12) _____

Please provide building cross-sections showing the ceilings in question. Depending on which sprinkler is selected, pitched ceilings greater than 4:12 may require a 1" meter. This rule applies to all fire sprinkler systems and is not exclusive to Uponor systems.

Note: Only install Uponor AquaPEX® tubing in a conditioned space that will maintain at least 40°F. Be sure to adequately insulate tubing in areas subject to temperatures below 40°F. For further details, refer to the *Uponor Attic Insulation Guidelines* document on www.uponorpro.com.

What type of floor framing is planned?

☐ Traditional dimension lumber

☒ Engineered joists/beams

☐ Open-web trusses

☐ Metal/steel

Please send plans that include reflected ceiling plan, elevations and building sections.

Is there any fuel-fired equipment? ☒ Yes ☐ No

If so, where? Basement - Gas Boiler

Are there any local requirements that supersede the NFPA 13D standard such as sprinklered garages, small closets, small bathrooms, or additional hydraulic requirements? ☐ Yes ☒ No

Note: Garage must be heated with a finished ceiling for sprinkler installations.

Are there any unfinished areas of the home? (Please list.) No

Note: All nonmetallic tubing in unfinished areas must be protected by a minimum 3/8" gypsum wallboard, 1/2" plywood or other material having a 15-minute fire rating.

Full Basement

Figure 1: Sprinkler Examples

Uponor, Inc.
5925 148th Street West
Apple Valley, MN 55124 USA

Tel: 888.594.7726
Fax: 952.997.1731
Web: www.uponorpro.com

uponor

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Design Services Terms and Conditions

CITY OF PORTLAND, MAINE
RESURGAM
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1. **Services.** Requestor, as identified on the applicable Design Request Form, desires to separately retain the services Uponor for the initial design of plumbing, heating and 13D fire suppression systems to support Requestor's efforts in the specification, bidding and sale of such systems ("Services") as more fully set forth on the Design Request Form. All designs and recommendations prepared by Uponor hereunder are preliminary (non-finalized) plans and may not be used for construction/installation purposes until Requestor has had the designs, plans and recommendations reviewed by a professional engineer and all plans have been marked or stamped "FINAL" by Requestor's professional engineer.

2. **Design Request Form. All Services to be performed by Uponor shall be documented in the Design Request Form and signed by authorized representatives of both parties. If a Design Request Form or any documentation provided to Uponor by Requestor contains any terms that are inconsistent with these Terms and Conditions or purports to supersede these Terms and Conditions, such documentation shall be of no force or effect and these Terms and Conditions shall govern.**

3. **Data.** Requestor shall provide Uponor with such information, specifications, data and other information ("Data") as may be required or requested by Uponor in connection with the provision of Services. **The failure to provide Uponor with Data on a timely basis will impact the timing of the delivery of Services and the quality of Services.** Failure by Requestor to provide Uponor with sufficient or accurate Data, in Uponor's sole discretion, shall give Uponor the right to refuse to proceed with Services or terminate these Terms and Conditions.

4. **Changes.** Requestor shall not require, and Uponor shall have no obligation to provide, Services or materials not set forth in a Design Request Form. Either Requestor or Uponor may propose changes to an executed Design Request Form, provided however that, except as specifically provided herein, any change to a **Design Request Form shall be effective only if it is reflected in a written change order ("Change Order") and signed by authorized representatives of both parties.**

5. **Completion.** Services will be deemed completed when the deliverables set forth in the applicable Design Request Form are delivered to Requestor.

6. **Fees and Expenses.** Requestor shall pay Uponor a fee for the Services ("Fee"), as set forth on the applicable Design Request Form. Requestor shall reimburse Uponor for any travel or other expenses incurred by Uponor in the course of its performance under this Agreement. Travel expenses include transportation, meals, lodging, parking, tolls and other direct expenses of travel. All such expenses shall be subject to the prior approval of Requestor.

7. **Invoices and Payment.** Uponor shall invoice Requestor for and Requestor shall make payment to Uponor of any Fees prior to Uponor commencing Services. Any additional or extra Fees or expenses incurred by Uponor in the performance of Services will be invoiced to Requestor. Requestor shall pay each invoice via Uponor online service center site in full prior to any Services being performed or within ten (10) days of the date of the invoice. All late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annually) simple interest until paid, or the maximum amount provided by law, whichever is less. Uponor may refuse to perform Services or suspend performance on any Services in the event an invoice is not paid prior to commencement of Services or is past due.

8. **Intellectual Property.** All works of authorship or invention that Uponor may create, deliver or otherwise disclose to Requestor in the scope of Uponor's performance under these Terms and Conditions are and shall remain Uponor's intellectual property. Uponor hereby grants to Requestor a limited, non-exclusive and perpetual license to use such works solely for the purpose described in the applicable Design Request Form and for Requestor's own internal business purposes. Uponor makes no claims to any of Requestor's intellectual property rights in works disclosed to Uponor by Requestor in the scope of Uponor's performance of Services.

9. **Term.** These Terms and Conditions are effective as of the date signed by Requestor and will continue in effect for so long as there are any pending Services which are the subject of Design Request Forms or Change Orders.

10. **Termination.** In addition to any right or remedy a party may have, either party may terminate these Terms and Conditions and any Design Request Form and related Change Order, with or without cause, upon thirty (30) days advance written notice to the other party; provided, however, that these Terms and Conditions shall remain in effect so long as there are any pending Services. In the event of any termination or expiration of these Terms and Conditions, Requestor shall immediately pay Uponor for any Fees or expenses due. In the event of any termination or expiration of this Agreement those sections of these Terms and Conditions that would normally survive termination or expiration shall continue in full force and effect.

11. **Confidentiality.**
    a. **Confidential Information.** In the course of the provision of Services, each party (the "Disclosing Party") may disclose information that is of a proprietary or confidential nature which the other party (the "Receiving Party") knows or reasonably should know that the Disclosing Party considers such information to be proprietary or confidential ("Confidential Information"). Confidential Information may include, but is not limited to, drawings, designs specifications, source code, algorithms, technical data, know-how, instructional and operating manuals, financial and marketing and sales information, and other documents, and information, whether or not trade secrets under applicable law. The parties agree that the terms of these Terms and Conditions shall constitute each other's Confidential Information.

    b. **Restrictions on Disclosure and Use.** The Receiving Party shall not at any time, either during or after the term of this Agreement or after its expiration, publish, disclose or otherwise divulge any Confidential Information to any person without the prior written consent of the Disclosing Party. The Receiving Party shall not use any Confidential Information, except for the express purposes for which it was disclosed. The restrictions on disclosure and use of Confidential Information shall not apply or shall cease to apply to information which (a) is already known to the Receiving Party through lawful means as shown by the Receiving Party's records, (b) is or becomes publicly known through no wrongful act of the Receiving Party, (c) is independently developed by the Receiving Party without benefit of the Confidential Information, or (d) is received from a third party free to make such disclosure without breach of any legal obligation.

    c. **Return of Materials.** Uponor reserves the right to retain copies of all confic information for its records and future revisions.

12. **Representations and Warranties.** All Services are provided on an "AS IS" basis without warranty of any kind. Uponor makes no representations or warranties with regard to any designs, plans, estimates or recommendations and specifically disclaims any express or implied warranties relating to the Services.

13. **Limitation of Liability. Uponor disclaims any responsibility for losses, expenses, inconveniences, or other damages arising or resulting in any manner from your reliance on preliminary (non-finalized) designs, plans, estimates or recommendations prepared by Uponor.** Reliance on preliminary (non-finalized) plans for construction/installation using Uponor products will void Uponor's standard product warranties. IN NO EVENT SHALL UPONOR BE LIABLE TO REQUESTOR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL UPONOR'S ENTIRE LIABILITY TO REQUESTOR FOR CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS AND CONDITIONS EXCEED THE AMOUNT ACTUALLY PAID BY REQUESTOR TO UPONOR HEREUNDER IN THE THREE MONTHS PRECEDING THE CLAIM.

14. **Indemnification.** Requestor shall defend, indemnify and hold harmless Uponor, and its officers, directors, employees, agents, successors and assigns, from and against any and all claims, losses, liabilities, judgments, awards, settlements, damages, costs and/or expenses (including without limitation, reasonable attorneys' fees and expenses) to the extent that any of the foregoing arises out of or relates to: (a) the negligence, misrepresentation or other misconduct of Requestor; (b) any acts or omissions of Requestor with respect to its failure to provide accurate or timely Data to Uponor or (c) arising out of or related to the use of plans, designs, estimates or recommendations prepared or made by Uponor. Uponor agrees to notify Requestor of any claim of which it is aware that is subject to indemnification, to give Requestor the opportunity to defend or negotiate a settlement of any such claim at Requestor's sole expense, and to cooperate reasonably with Requestor, at Requestor's sole expense, in defending or settling such claim. If Requestor does not assume the defense of a claim that it has been given notice about within a reasonable time, Uponor may assume the defense and settlement of that claim.

15. **General Provisions**
    a. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail, or by overnight delivery, registered or certified, postage prepaid with return receipt requested. Mailed and overnight delivery notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this Section 15 a. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three days after mailing, and notices sent by overnight delivery/express courier will be deemed communicated as of the first business day after sending.

    b. **Independent Contractors.** The parties to this Agreement are independent contractors for all purposes of this Agreement, and nothing contained in this Agreement shall be deemed to create, or construed as creating, a joint venture, partnership, franchisor-franchisee or employer-employee relationship between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party shall have the power or authority to bind the other, nor shall either party misstate or misrepresent its relationship hereunder. Requestor has no power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of Uponor, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of Uponor, or to transfer, release, or waive any right, title or interest of Uponor.

    c. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party, and any attempted assignment made without such prior consent shall be void and ineffective.

    d. **Force Majeure.** Uponor shall not be liable to Requestor for any failure or delay caused by events beyond Uponor's control, including governmental acts, riot, war, terrorism, sabotage, Requestor's failure to furnish necessary information or materials, error in third party materials, failures or delays in transportation or communication, acts of God, failures or substitutions of equipment, labor disputes, accidents, unforeseen resignations or illnesses of personnel, shortages of labor, fuel, raw materials, or equipment, or technical failures.

    e. **Waiver.** The failure of a party to exercise the rights granted to it upon the occurrence of any default or breach shall not constitute a waiver of any such right by such party upon a reoccurrence of the same or a similar breach or default or the occurrence of any other default or breach.

    f. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Minnesota without regard to conflict of law principles. Any lawsuits arising out of or relating to this Agreement shall be brought solely in the federal or state courts located in Dakota County, Minnesota, and both parties expressly consent to the convenience, venue and jurisdiction of such courts.

    g. **Entire Agreement of the Parties; Modifications.** This Agreement, together with any associated Design Request Forms, Exhibits and Change Orders, contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. **For purposes of clarification, this Agreement is separate from, and not intended to supersede, any distribution or related agreements between Requestor and Uponor. Any modification or amendment of these Terms and Conditions or to a Design Request Form will be effective only if it is in writing and is signed by authorized representatives of both parties.**