DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1



Proudly serving Argyle, Bartonville, Copper Canyon, Corral City, Lantana, Northlake

Plan Review

SAFEbuilt shall remain the exclusive third-party plan review firm for all "New and Remodel Commercial/Residential Construction Fire Service" projects. (All related expenses are the responsibility of the contractor, owner, or designated agent).

Please use the SAFEbuilt Client Project Approval Form for all plans submittal and supporting documents for review and approval.

Exceptions:

Sprinkler systems with 5 heads or less, submit AS-Built Drawings and Cutsheets to fireinspections@dentoncountyesdl.gov for records retention.

Fire alarm systems adding or replacing 3 devices or less, submit AS-Built Drawings and Cutsheets to fireinspections@dentoncountyesd1.gov for records retention.

Permit

Permits will not be issued through DCESD1's Fire Marshal's Office. The stamped approved drawings, equipment data package, and approval letter from SAFEbuilt serve as authorization to begin work. SAFEbuilt will email our office the approved submittal package. It is the contractor's responsibility to ensure that all required documentation is submitted to our office through SAFEbuilt in the following manner:

- > Stamped approved drawings in PDF format.
- > Equipment data package in PDF format.
- > Approval review letter in PDF format.

Contact the Fire Marshal's Office at 940-464-7102 regarding these requirements. The Fire Marshal's Office must receive the above via email at fireinspections@dentoncountyesd1.gov before conducting work.

Inspections

Prior to scheduling a final inspection, the following documents must be submitted to fireinspections@dentoncountyesdl.gov as separate attachments:

- ➤ As-Built Drawings
- > The DCESD1 inspection request form
- Receipt for payment following the 2025 fee schedule
- * Inspections will not be scheduled until all required documentation has been received.

Please Note: The final fire and life safety inspection with the General Contractor will not be scheduled until all listed documents are on file with DCESD1's Fire Marshal's Office.

Existing Sprinkler system modifications of 20 heads or more will require a hydro test at 200 psi for two hours or as determined by the code official.

PO Box 984 • 511 S Gibbons Rd • Argyle, TX 76226 • 940-464-7102 • (Fax) 940-464-3612 www.dentoncountyesd1.gov



HOW TO REQUEST A FIRE INSPECTION

The following instructions provide guidance for compliance with Denton County ESD No. 1 and the minimum requirements for installation and/or modification of fire service-related systems, as prescribed by national codes and standards, state regulations, and local ordinance.

Payment of Fees

Inspection fees must be paid in advance. All payments are made at our Fire Administration Office located at:

511 S. Gibbons Rd, Argyle, Texas 76226

Phone: (940) 464-7102

Accepted payment methods:

- Check (made payable to "Denton County ESD No. 1")
- Credit/Debit Card

Please note: Payments must be received before inspections can be scheduled.

You will receive a receipt for payment. Convert the receipt to PDF format and email it along with your completed Inspection Request Form to: fireinspections@dentoncountyesd1.gov

Submittal Requirements

If requesting a final inspection for multiple buildings, a separate email and document package is required for each building, address, or project.

Final Acceptance Tests will not be scheduled until all the following required documents are on file with DCESD1's Fire Marshal's Office:

- As-Built Drawings (if applicable attach separately)
- Inspection Request Form (attach separately)
- Receipt for payment (attach separately)

Please submit your inspection request at least 48 business hours in advance. Inspections are scheduled on a first-come, first-served basis. All installations, modifications, or alterations must be pre-tested before requesting an inspection.

Inspection Scheduling

The Fire Marshal's Office will confirm your inspection date and approximate time via return email. A licensed representative of the registered contracting company must be present for the Final Acceptance Test with the AHJ (Authority Having Jurisdiction).

Required Inspections

A minimum of two (2) inspections are required:

- 1. Hydrostatic Pressure Test & Visual Piping Inspection (prior to cover-up) Fee Applies
- 2. Final Acceptance Test Fee Applies

Re-Inspection Fee: \$100.00

If you have any questions or special circumstances, please contact our office at (940) 464-7102.



Denton County Emergency Services District #1

Proudly serving Argyle, Bartonville, Copper Canyon, Corral City, Lantana, Northlake



Inspection Request Form

Description:				
To be GI	led out by business/perso	on applying for ing	naction Plaga	nuint alaguh
Name of Contractor:		11 0 00 1	•	•
Contractor Address:				
City:				
Contractor Phone:				
SCR/ACR #:		Contractor F	ax:	
RME/APS #:				
Total Valuation of project:				
Name of Applicant:				
Гесhnician License #:				
Building Permit #:				
Project Name:				
Project Address:Ad	dress	City	State	Zip
	IN	SPECTION FEE	S	
Commercial See Fee Schedu	le Residential Sprink	der - \$250 □ Re-ii	nspection - \$100	After-Hours Inspectio (Two-hour minimum)
hereby certify that the above certifies that the project descri- of laws and ordinances govern does not presume to give auth- performance of construction.	bed herein will be built in a ing this type of work will b	accordance with plar be complied with who	ns and specificati ether specified or	ons submitted. All provisions r not. The granting of a permit
	CA	NCELLATIONS		
Notice of cancellations must the event of inclement weath				be accessed. Please note: In
Print Name				Date



Client Project Approval Form

Denton County ESD #1 and SAFEbuilt proudly serve Argyle, Bartonville, Copper Canyon, Corral City, and Northlake

CLIENT INFORMATION								
Client Name		(Client Conta	ct Name				
Client Contact Phone		(Client Conta	ct Email				
CLIENT BILLING INFORM	ATION							
Billing Contact Name		I	Billing Conta	act Email				
Billing Contact Phone		I	Billing Conta	act Fax				
Billing Street Address		(City/Town			State	Zip	
Purchase Order #	N/A		☑ Purchase	Order Not	t Requ	uired		
PROJECT INFORMATION								
Project Name/Number								
Jurisdiction of Authority								
Project Street Address		(City/Town			State	Zip	
Construction Square Ft.		-	Total Valuat	tion: \$ <mark>(Er</mark>	iter v	alue of fire	system here	<mark>e)</mark>
Construction Type:	☐ Commercial ☐	☐ Resider	ntial	☐ New	v 🗆] Remodel	☐ Addition	1
SERVICE(S) REQUESTED								
Fire Code Plan Review /	Inspection Services (F	ee Sched	lule on Page	e 2 of 2)				
☐ Fire Alarm Plan Revie	W	Fee:	\$	Additi	onal	Notes:		
☐ Fire Alarm Inspection		Fee:	\$	Insped	ctions	s will be per	formed in c	compliance with the
☐ Fire Sprinkler Plan Re	view	Fee:	\$	Jurisd	iction	n of Authori	ty codes and	d ordinance's
☐ Fire Sprinkler Inspect	ion	Fee:	\$					
	TOTAL PROJI	ECT FEE:	\$	<mark>Subm</mark>	<mark>it to:</mark>	SafebuiltT	TX-PR@safe	<mark>built.com</mark>
Client Signature: Drinted Name/Title:								
Client Signature: Entity Representing:	Printed Name/Title: Date:							
Client signature (i) represents and warrants that they are fully authorized to bind their entity hereunder, (ii) acknowledges and								
constitutes a legally valid authorization of acceptance that they are authenticating in writing that they understand and agree to the								
provisions contained in Ext			- /				,	

EXHIBIT A – CLIENT PROJECT APPROVAL:

- 1. <u>INVOICE & PAYMENT STRUCTURE.</u> SAFEBUILT will invoice Client on a monthly basis. All payments are due to SAFEBUILT within 15 days of invoice receipt. Payments owed to SAFEBUILT but not made within 30 days of invoice date shall bear simple interest at the rate of 1.5% per month. If payment is not received within 30 days of invoice date, Services will be discontinued until all invoices and interest are paid in full.
- 2. <u>CHANGES TO SCOPE OF SERVICES.</u> Any changes to Services between Client and SAFEBUILT shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. No changes shall be binding absent a written Amendment executed by both Parties.
- 3. TERMINATION. Either party may terminate this Agreement (consisting of the client approval form and these Additional Terms and Conditions) upon 10 days written notice, with or without cause. In case of such termination, SAFEBUILT shall receive payment for work completed up to and including the date of termination within 15 days of the termination. Upon receipt of notice of termination, SAFEBUILT shall discontinue all services and work in connection with the performance of this Agreement and shall deliver to Client, in electronic and/or other formats all finished and unfinished documents and work product prepared by SAFEBUILT under this Agreement. SAFEBUILT shall not be responsible or liable in any manner for Client's use of unfinished work product or documents listed above.
- 4. <u>CLIENT OBLIGATIONS.</u> Client shall timely provide all data information, plans, specifications and documentation required by SAFEBUILT to perform Services at no cost to SAFEBUILT.
- 5. LIMITS OF LIABILITY. EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, SAFEBUILT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM CLIENT'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL SAFEBUILT OR CLIENT BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES. LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF CLIENT OR SAFEBUILT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO SAFEBUILT PURSUANT TO THIS AGREEMENT.
- 6. <u>PERFORMANCE STANDARDS.</u> SAFEBUILT shall perform Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession performing substantially same services.

- 7. INDEPENDENT CONTRACTOR & THIRD-PARTY RELIANCE. SAFEBUILT is an independent contractor, and neither SAFEBUILT, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied. It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.
- 8. <u>ASSIGNMENT AND SUBCONTRACT.</u> Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Client, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Client. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Client prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.
- 9. INSURANCE. (A.) SAFEBUILT shall procure and maintain and shall cause any subcontractor of SAFEBUILT to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to CLIENT. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. (B.) Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury by disease policy limit, and one million dollars (\$1,000,000) bodily injury by disease each employee. (C.) Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent consultants and products. The policy shall contain a severability of interest provision and shall be endorsed to include CLIENT and CLIENT's officers, employees, and SAFEBUILTs as additional insureds. (D.) Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate. (E.) Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident. (F.) CLIENT shall be named as an additional insured on SAFEBUILT's insurance coverage. (G.) Upon request, SAFEBUILT
- 10. <u>DISPUTE RESOLUTION & ATTORNEY FEES.</u> In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation. The cost thereof shall be borne equally by each Party. In the event of dispute litigation to enforce any of the terms herein, the prevailing Party shall be entitled to recover reasonable attorneys' and consultants' fees.
- 11. <u>GOVERNING LAW AND VENUE.</u> Agreement shall be construed under and governed by the laws of the State of Texas, excluding the conflict of laws provisions thereof. Any action under this Agreement shall be brought in the state and federal courts serving jurisdiction of authority and each Party hereby submits to the jurisdiction of such courts.
- 12. <u>COUNTERPARTS & WAIVER.</u> Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
- 13. <u>ENTIRE AGREEMENT.</u> Agreement, along with exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

EXHIBIT B - FEE SCHEDULE

Consultant fees for Services provided pursuant to this Agreement are based on the total valuation of the fire alarm system and/or the fire sprinkler system which are being reviewed based on the system valuation table below:

Total Fire System Valuation	Plan Review Fee	
\$1,000 and less	\$45	
\$1,001 to \$25,000	\$189	
\$25,001 to \$50,000	\$315	
\$50,001 to \$100,000	\$515	
\$100,001 to \$500,000	\$850	
\$500,001 to \$1,000,000	\$1,100	
\$1,000,001 to \$3,000,000	\$1,600	
\$3,000,001 to \$6,000,000	\$2,400	
\$6,000,001 and up	\$2,400 plus \$0.25 for each additional \$1,000.00	

Fire Marshal's Schedule of Fees

106.2.3 Inspection fees applicability. The Fire Marshal or his designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary. Annual inspection and one (1) reinspection shall be made free of charge. If the Fire Marshal or his designee is required to make follow-up inspections after the initial inspection and re-inspection to determine whether a violation or violations observed during the previous inspection have been corrected, a fee shall be charged. The occupant, lessee, or person making use of the building or premises shall pay said fee or fees in advance as a condition to continued lawful occupancy of the building or premises.

Section 109.3.5 shall be added to read as follows:

109.3.5 Citations. It is the intent of this department to achieve compliance by the traditional means of inspection, notification, granting reasonable time to comply, and re-inspection. After all reasonable means to gain compliance have failed, or when a condition exists that causes an immediate and/ or extreme threat to life, property or safety from fire or explosion, the Fire Chief, Fire Marshal or his designee who have the discretionary duty to enforce a code or ordinance may issue a notice to appear (citation) for the violation. Citations shall be issued only by qualified personnel as designated by the Fire Chief or Fire Marshal. Notwithstanding, any other provision of this code or of the International Fire Code a citation may be issued without prior notice and the opportunity to correct the condition or violation.

Section 109.4 shall be amended to read as follows:

Violation penalties. Any person, firm, partnership, corporation, association, or other entity violating any provision of this article or of any code provision adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the sum of not more than \$2,000.00, and each day such violation continues shall constitute a separate and distinct violation.

Section 111.4 shall be amended to read as follows:

111.4 Failure to comply. Any person, firm, partnership, corporation, association, or other entity who shall continue any work after having been served with a stop-work order, except any work as that person is directed to perform to remove a violation or unsafe condition, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum of not more than \$ 2,000.00, and each day such action continues shall constitute a separate and distinct violation.

Section 113.3 shall be amended as follows:

13.3 Work commencing before permit issuance. Any person, firm, partnership, corporation, association, or other entity who commences any work, activity or operation regulated by this code before obtaining the necessary permits and or approval shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the sum of not more than \$ 2,000.00, and each day work continues shall constitute a separate and distinct violation.

DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1



Proudly serving Argyle, Bartonville, Copper Canyon, Corral City, Lantana, Northlake

Brycer Compliance Engine

All service providers who inspect or test fire protection systems within Denton County ESD No. 1's jurisdiction are required to register and submit all test, inspection, and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code via The Compliance Engine's online system at www.thecomplianceengine.com.

The process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under the AHJ icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with BRYCER, please do so at www.thecomplianceengine.com.

Systems Tracked:

- Automatic Closing Fire Assemblies
- Emergency Exit Lights
- Emergency Power Generator
- Emergency Responder Radio Coverage System
- Fire Alarm
- Fire Sprinkler
- 5yr Obstruction Sprinkler
- Gas Detection System
- Kitchen Hood Suppression
- Kitchen Hood Exhaust Cleaning
- Paint/Spray Booth
- Portable Fire Extinguishers
- Private Fire Hydrant
- Smoke Control
- Special Suppression
- Standpipe

Section 113.2 shall be amended as follows:

Schedule of fees: A fee for each inspection shall be paid as required, in accordance with this section.
 Inspection fees: Denton County ESD.1

Single Family Residential Fire Services

Fire Code Inspection Services (residential fire sprinkler)	\$250.00
--	----------

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

* Minimum one hour per inspection

Fire Code Plan Inspection	\$250.00
Commercial Hood	
Commercial Hood – Per System	\$150.00
Fire Certificate of Occupancy Inspections Fire Certificate of Occupancy inspections	\$150.00



Annual Fire Safety Inspections	
Day Care, Commercial Business	\$100.00
(each inspection and re-inspection per location)	
Nursing Home / Assisted Living / School	\$250.00
(each inspection and re-inspection per location)	
Foster Home	\$0.00
Underground / Aboveground Fuel Storage Tanks	
Fire Code Inspection	\$450.00
Site Plan	
	0.00
Fire Code Plan Review (Denton County ESD.1)	\$250.00
Annual Inspection	
Compliance Engine	

- Fireworks Display \$250.00 per event plus standby personnel as needed at \$75.00 per hour, per staff member.
- Theatrical Pyrotechnics Effects \$250.00 plus standby personnel as needed at \$75.00 per hour, per staff member.
- Above Ground Storage Tank Removal \$100.00
- Repair of Existing Tank \$100.00
- Underground Storage Tank Removal \$150.00
- Mechanical Trench Burn \$500.00
- Controlled Access Systems \$100.00 per system.
- After Hours Inspections \$125.00 per hour (minimum two hours)
- Gas Well permits and inspection \$1250.00 per unit
- Standby personnel for fireworks display and special events if deemed necessary in the interest of public safety at \$75.00 per hour minimum two hours. The minimum number of personnel shall be set by the Fire Chief or Fire Marshal.