



Denton County Emergency Services District #1

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



Plan Review

SAFEbuilt shall remain as the exclusive 3rd Party Plan Review firm for all “New and Remodel Commercial/Residential Construction Fire Service” related projects. **(All related expenses are the responsibility of the contractor, owner, or designated agent).**

Please email texasplanreview@safebuilt.com and slandrigan@safebuilt.com the completed SAFEbuilt plan review form and supporting documents. Contact Sasha Landrigan with SAFEbuilt at 970-237-2238 for all submittal review requirements or questions.

System types shall include:

- Aboveground Sprinkler Suppression Systems

Permit

The permit shall be issued through the DCESD1’s Fire Marshal’s Office at no charge when the stamped approved drawings, equipment data package and the approval review letter are received. SAFEbuilt will email our office with the approved submittal package. It is the contractor’s responsibility to assure through SAFEbuilt, we receive all of the documentation in the following manner:

- Stamped approved drawings in PDF format *(as a separate attachment)*
- Equipment data package in PDF format *(as a separate attachment)*
- Approval review letter in PDF format *(as a separate attachment)*

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 permit issuance:

Inspections

Prior to scheduling a final inspection, we shall receive the following at fireinspections@dentoncountyesd1.gov

- Fully executed SF-041 “Contractor’s Material & Test Certification” *(as a separate attachment)*
- Statement of Compliance letter signed & dated by the RME-G *(as a separate attachment)*
- As-Built Drawings *(as a separate attachment)*
- The DCESD1 inspection request form *(as a separate attachment)*
- Receipt for payment following the 2020 fee schedule *(as a separate attachment)*

* Inspections will not be scheduled until all documentation requirements are satisfied.

Please Note: The final fire and life safety inspection with the General Contractor shall not be scheduled until all related documents listed above are on file with the DCESD1’s Fire Marshal’s office



Client Project Approval Form

CLIENT INFORMATION									
Client Name			Client Contact Name						
Client Contact Phone			Client Contact Email						
CLIENT BILLING INFORMATION									
Billing Contact Name			Billing Contact Email						
Billing Contact Phone			Billing Contact Fax						
Billing Street Address			City/Town		State		Zip		
Purchase Order #			<input type="checkbox"/> Purchase Order Not Required						
PROJECT INFORMATION									
Project Name/Number									
Jurisdiction of Authority									
Project Street Address			City/Town		State		TX	Zip	
Construction Square Ft.			Total Valuation: \$						
Construction Type:			<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential		<input type="checkbox"/> New	<input type="checkbox"/> Remodel	<input type="checkbox"/> Addition	
SERVICE(S) REQUESTED									
Fire Code Plan Review / Inspection Services									
<input checked="" type="checkbox"/> Fire Plan Review			Additional Notes:						
			TOTAL PROJECT FEE: \$			Prepared By: Sasha Landrigan			
Client Signature: _____ Printed Name/Title: _____ Entity Representing: _____ 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 Exhibit A – Client Project Approval.									

EXHIBIT A – CLIENT PROJECT APPROVAL:

- INVOICE & PAYMENT STRUCTURE.** 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.
- CHANGES TO SCOPE OF SERVICES.** 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.
- 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.
- CLIENT OBLIGATIONS.** Client shall timely provide all data information, plans, specifications and documentation required by SAFEBUILT to perform Services at no cost to SAFEBUILT.
- 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. PERFORMANCE STANDARDS. 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. ASSIGNMENT AND SUBCONTRACT. 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 its 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 each accident, 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 shall submit certificates of insurance acceptable to CLIENT.
10. DISPUTE RESOLUTION & ATTORNEY FEES. 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. GOVERNING LAW AND VENUE. 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. COUNTERPARTS & WAIVER. 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. ENTIRE AGREEMENT. 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 project of which the fire alarm and sprinkler systems are a part and are calculated as follows:

Fire code plan review services (fire alarm and fire sprinkler systems).

Total Valuation	Fees
\$1,000.00 and less	\$45.00
\$1,001.00 to \$25,000.00	\$189.00
\$25,001.00 to \$50,000.00	\$315.00
\$50,001.00 to \$100,000.00	\$515.00
\$100,001.00 to \$500,000.00	\$850.00
\$500,001.00 to \$1,000,000.00	\$1,100.00
\$1,000,001.00 to \$3,000,000.00	\$1,600.00
\$3,000,001.00 to \$6,000,000.00	\$2,400.00
\$6,000,001.00 and up	\$2,400.00 plus \$0.25 for each additional \$1,000.00

Fire code inspection services (fire alarm and fire sprinkler systems).

Total Valuation	Fees
\$1,000.00 and less	\$45.00
\$1,001.00 to \$25,000.00	\$250.00
\$25,001.00 to \$50,000.00	\$550.00
\$50,001.00 to \$100,000.00	\$850.00
\$100,001.00 to \$500,000.00	\$1050.00
\$500,001.00 to \$1,000,000.00	\$1,350.00
\$1,000,001.00 to \$3,000,000.00	\$1,900.00
\$3,000,001.00 to \$6,000,000.00	\$2,850.00
\$6,000,001.00 and up	\$2,850.00 plus \$0.25 for each additional \$1,000.00



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Inspection Request Form

Date: _____

Email to: fireinspections@dentoncountyesd1.gov

- Inspection Type:** Underground Aboveground Sprinkler Hydro/Visual Aboveground Sprinkler Final
 Fire Alarm Pre-Wire Fire Alarm Final Kitchen Hood Suppression Access Control
 Fire & Life Safety Final After-Hours Inspection Other

Description: _____

To be filled out by business/person applying for inspection. Please print clearly.

Name of Contractor: _____

Contractor Address: _____

City: _____ State: _____ Zip Code: _____

Contractor Phone: _____

Contractor Fax: _____

State License #: _____

Email: _____

Total Valuation of project: _____

Name of Applicant: _____

Technician License #: _____

Building Permit #: _____

Project Name: _____

Project Address: _____

Address

City

State

Zip

INSPECTION FEES

- Commercial See Fee Schedule Residential Sprinkler - \$200 Re-inspection - \$175 **After-Hours Inspection - \$175.00**
(Per hour one-hour minimum)
 Controlled Access - \$100.00

I hereby certify that the above application is complete and correct to the best of my knowledge. The undersigned applicant certifies that the project described herein will be built in accordance with plans and specifications submitted. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or performance of construction.

CANCELLATIONS

Notice of cancellations must be made 24 hours in advance or re-inspection fees will be accessed. Please note: In the event of inclement weather, underground inspections will be canceled.

Print Name

Date

Signature



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HOW TO REQUEST AN ABOVEGROUND INSPECTION

The following instructions provide clarity for alignment with the Denton County ESD No.1 and the minimum compliance requirements for the installation and/or modification of automatic sprinkler suppression systems as prescribed by national codes & standards, state regulations and as adopted by local ordinance.

1. Inspection fees must be paid in advance. ALL fees are paid at our Fire administration offices located at 511 S. Gibbons Rd, Argyle, Texas 76226 - Phone # 940-464-7102.
2. Checks are made payable to “Denton County ESD No. 1”
3. **Please note:** Checks must be received before inspections can be scheduled.
4. You will receive a receipt for payment. Convert the receipt to (“PDF” Format) and email along with your “**Inspection Request Form**”, to fireinspections@dentoncountyesd1.gov Please ensure the Inspection Request Form is complete with all relevant information.
5. Be sure to include all compliance documents in (“PDF” Format) with your request ensuring they are legible and complete. If you are requesting final inspections for multiple buildings, a separate email package shall be required for each building, address, project, etc. requested. The “Final Acceptance” test shall not be scheduled until all required documents are on file with DCESD1’s Fire Marshal’s Office.
 - Fully executed SF-041 “Contractor’s Material & Test Certification” (as a separate attachment)
 - Statement of Compliance letter signed & dated by the RME-G (as a separate attachment)
 - As-Built Drawings (if applicable)
 - The inspection request form (as a separate attachment)
 - Receipt (as a separate attachment)
6. **Please Note:** Final inspections of systems utilizing “Concealed Heads” shall be performed without the plates installed.
7. Please submit your request a minimum of 48 business hours in advance. All inspections are scheduled on a first-come, first-serve basis. All installations, modifications or alterations must be pre-tested prior to scheduling.
8. The Fire Marshal’s Office will then schedule your request via return email confirming the date and approximate time. A licensed person associated with the registered contracting company shall be present at all Final Acceptance Test with the AHJ.

Please Note: A minimum of (2) two inspections are required:

1. Hydrostatic pressure test & visual inspection of the piping prior to cover-up (Fee Applies)
2. Final acceptance test (Fee Applies)
3. Re-Inspection Fee \$ 175.00

If you have any questions or unusual circumstances, please contact our office at 940-464-7102



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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) re-inspection 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 108.1 shall be amended to read as follows:

108.1 Appeals. Whenever the fire code official shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of this Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the code official to the Construction Board of Appeals within thirty (30) days from the date of the decision appealed.

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 of 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 109.4.1 shall be amended to read as follows:

Applicability: A person, firm, partnership, corporation, association, or other entity shall be presumed to be the violator if the person, firm, partnership, corporation, association, or other entity is the owner or occupant of the subject property, exercises actual or apparent control over the subject property, or is listed as the water customer of the city for the subject property.

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.



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Section 113.2 shall be amended as follows:

- **Schedule of fees.** A fee for each permit shall be paid as required, in accordance with this section.
- **Inspection fees:**

Single Family Residential Fire Services

Fire Code Plan Review Services (residential fire sprinkler)	\$175.00
Fire Code Inspection Services (residential fire sprinkler)	\$200.00

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

Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

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

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00



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Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection (One-hour minimum)	\$175.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

- Fireworks Display \$ 250.00 per event plus standby personnel as needed at \$ 60.00 per hour, per staff member.
- Theatrical Pyrotechnics Effects \$ 250.00 plus standby personnel as needed at \$ 60.00 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.
- For use of outside consultants for inspections, actual costs.
- After Hour Inspections \$ 175.00 per hour (minimum one hour)
- Standby personnel for fireworks display and special events if deemed necessary in the interest of public safety at \$ 60.00 per hour minimum two hours. The minimum number of personnel shall be set by the Fire Chief or Fire Marshal.



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- **Plan review fees:**
 - Plan review required by changes, additions or revisions to plans \$ 47.00 per hour (one- hour minimum).
 - For use of outside consultants for plan review, actual costs.
 - For use of outside consultants for plan review, inspections, or both: actual costs.
 - 150.00. Section 113.3 shall be amended as follows:

113.3 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.