



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 lswain@safebuilt.com the completed SAFEbuilt plan review form and supporting documents. Contact Lee Swain with SAFEbuilt at 214-471-7675 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

SAFEbuilt Texas, LLC

Winston Services, Incorporated

Countywide Inspection Services

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
Purchase Order #		<input type="checkbox"/> Purchase Order Not Required	

PROJECT INFORMATION

Project Name/Number			
Jurisdiction of Authority			
Project Street Address	City/Town	State	TX
Construction Square Ft.	Total Valuation: \$	Zip	
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**Plan Review / Inspection Services**

Select All That Apply: Building Electrical Plumbing Mechanical

<input type="checkbox"/> Plan Review	Fee: \$	Additional Notes:
<input type="checkbox"/> Inspection	Fee: \$	
<input type="checkbox"/> Consultation	Fee: \$	
<input type="checkbox"/> Permit Expediting	Fee: \$	
Sub-Total: \$		

Fire Code Plan Review / Inspection Services

<input type="checkbox"/> Fire Alarm Plan Review	Fee: \$	Additional Notes:
<input type="checkbox"/> Fire Alarm Inspection	Fee: \$	
<input type="checkbox"/> Fire Sprinkler Plan Review	Fee: \$	
<input type="checkbox"/> Fire Sprinkler Inspection	Fee: \$	
Sub-Total: \$		

Energy Code Plan Review / Inspection Services

<input type="checkbox"/> Energy Code Plan Review	Fee: \$	Additional Notes:
<input type="checkbox"/> Energy Code Inspection	Fee: \$	
Sub-Total: \$		

Accessibility Code Plan Review / Inspection Services (Texas Accessibility Standards – TAS)

<input type="checkbox"/> Accessibility Plan Review	Fee: \$	Additional Notes:
<input type="checkbox"/> Accessibility Inspection	Fee: \$	
Sub-Total: \$		

Additional Service(s)

<input type="checkbox"/> Additional Service Requested	Fee: \$	
Description:		

TOTAL PROJECT FEE: \$		Prepared By: Lee Swain 214-471-7675 lswain@safebuilt.com
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Client Project Approval signature: _____ 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 Exhibits A – Client Project Approval and B – Fee Schedule, which are incorporated by reference.

EXHIBIT A – CLIENT PROJECT APPROVAL:

1. SCOPE OF SERVICES. SAFEBUILT will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of the Jurisdiction of Authority. Any changes to Services between CLIENT and SAFEBUILT shall be made in writing and signed by both Parties.
2. INVOICE & PAYMENT STRUCTURE. The prices charged for the Services shall be as provided in Exhibit B. 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.
3. TERM. This Agreement shall be effective on the date it is fully executed by both Parties and shall remain in effect through the latter of (i) sixty (60) days after project completion (as defined in Client Project Approval attached hereto) and (ii) SAFEBUILT's receipt of final payment for Service.
4. TERMINATION. Either party may terminate this Agreement 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.
5. CLIENT OBLIGATIONS. CLIENT shall timely provide all data information, plans, specifications and documentation required by SAFEBUILT to perform Services at no cost to SAFEBUILT.
6. WARRANTY & LIMITS OF LIABILITY. EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, SAFEBUILT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. OTHER THAN WITH RESPECT TO 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 REMEDIES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, 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, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO SAFEBUILT PURSUANT TO THIS AGREEMENT.
7. 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. CLIENT's sole remedy and SAFEBUILT's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the Services by SAFEBUILT.
8. 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.
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. 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 SAFEBUILT's, 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.) Prior to commencement of Services, 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, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.
11. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL
SAFEBUILT verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. SAFEBUILT does not do business with Iran, Sudan, or a foreign terrorist organization.
12. GOVERNING LAW AND VENUE. Agreement shall be construed under and governed by the laws of the state services are provided within and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.
13. 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.
14. 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.