

### **Plan Review**

SAFEbuilt shall remain as the exclusive 3<sup>rd</sup> 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 <u>lswain@safebuilt.com</u> 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 <a href="mailto:fireinspections@dentoncountyesd1.gov">fireinspections@dentoncountyesd1.gov</a> before permit issuance:

## **Inspections**

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



# **SAFEbuilt Texas, LLC**

Winston Services, Incorporated

**Countywide Inspection Services** 

CLIENT INFORMATION						
Client Name		Client Contact	Name			
Client Contact Phone		Client Contact	Email			
<b>CLIENT BILLING INFORM</b>	ATION					
Billing Contact Name		Billing Contact	Email			
Billing Contact Phone		Billing Contact	Fax			
Billing Street Address		City/Town		State		Zip
Purchase Order #		☐ Purchase Or	der Not	Required		
PROJECT INFORMATION						
Project Name/Number						
Jurisdiction of Authority						
Project Street Address		City/Town		State	TX	Zip
Construction Square Ft.		Total Valuation	n: \$	-		
Construction Type:	☐ Commercial ☐ Reside	ential	☐ New	☐ Remodel		ddition
SERVICE(S) REQUESTED						
Plan Review / Inspection	Services					
Select All That Apply:	Building ☐ Electrical ☐ F	Plumbing 🗆 Me	echanica	I		
☐ Plan Review	Fee	:\$	Additio	onal Notes:		
☐ Inspection	Fee	: \$				
☐ Consultation	Fee	:\$				
☐ Permit Expediting	Fee	:\$				
	Sub-Total					
Fire Code Plan Review /		•				
☐ Fire Alarm Plan Revie	•	:\$	Additio	onal Notes:		
☐ Fire Alarm Inspection						
☐ Fire Sprinkler Plan Re						
☐ Fire Sprinkler Inspecti			1			
<u> </u>	Sub-Total		1			
<b>Energy Code Plan Review</b>		•				
☐ Energy Code Plan Rev	•	: \$	Additio	onal Notes:		
☐ Energy Code Inspection		:\$				
07 1	Sub-Total					
Accessibility Code Plan R	Review / Inspection Services (		lity Stan	dards – TAS)		
☐ Accessibility Plan Rev	iew Fee	:\$	Additio	onal Notes:		
☐ Accessibility Inspection		+				
, .	Sub-Total					
Additional Service(s)		- 1	•			
☐ Additional Service Rec	quested Fee	:\$				
Description:	•		•			
	TOTAL PROJECT FEE	: \$	Prepar	.64 KA.		4-471-7675 puilt.com
Client Project Approval si	ignature:			Date:		
	sents and warrants that they a	are fully authoriz	zed to bi		hereur	 nder. (ii)
	tutes a legally valid authoriza	•		•		
_	d agree to the provisions cont	•		•		-
Schedule, which are inco				,		

## EXHIBIT A - CLIENT PROJECT APPROVAL:

- 1. <u>SCOPE OF SERVICES.</u> 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. <u>TERM.</u> 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. <u>TERMINATION</u>. 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. <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.
- 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. <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. 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. <u>INDEPENDENT CONTRACTOR & THIRD-PARTY RELIANCE.</u> 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 subm
- 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, 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. <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 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



# **Denton County Emergency Services District #1**

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



# **Inspection Request Form**

Fire & Life Safety Fina	-			
Description:				
To be fi	filled out by business/perso	on applying for in	nspection. Please pri	nt clearly.
Name of Contractor:				
Contractor Address:				
City:				
Contractor Phone:		Contractor	·Fox	
State License #:		Contractor rax.		
Total Valuation of project				
Name of Applicant:				
Technician License #:				
Building Permit #:				
Project Name:				
Project Address:				
Project Address:	Address	City		Zip
Project Address:A	Address	City SPECTION FE	ES	•
Project Address:A	Address	City SPECTION FE	ES -inspection - \$175 A	After-Hours Inspection -
Project Address:A	Address IN dule Residential Sprink	City SPECTION FE	ES -inspection - \$175 A	•
Project Address:A  Commercial See Fee Sched  Controlled Access - \$10	Address IN dule Residential Sprink	City SPECTION FE kler - \$200 □Re	ES -inspection - \$175 A (Per	After-Hours Inspection - Shour one-hour minimum
Project Address:  A  Commercial See Fee Sched  Controlled Access - \$10  I hereby certify that the above certifies that the project describes the project descr	Address  IN  Inle Residential Sprink  10.00  We application is complete an ribed herein will be built in a	City  SPECTION FE  kler - \$200 Re-  nd correct to the baccordance with pl	inspection - \$175 A (Per est of my knowledge.) ans and specifications	After-Hours Inspection - Shour one-hour minimum  The undersigned applicant submitted. All provisions
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Project Address:  A  Commercial See Fee Sched  Controlled Access - \$10  I hereby certify that the above certifies that the project descript laws and ordinances gover does not presume to give autoperformance of construction.  Notice of cancellations mu	IN dule Residential Sprink 20.00  We application is complete an ribed herein will be built in a raing this type of work will be thority to violate or cancel to CAI ust be made 24 hours in a ther, underground inspection.	City  SPECTION FE  kler - \$200	est of my knowledge. ans and specifications whether specified or not my state or local law respection fees will be	After-Hours Inspection - hour one-hour minimum  The undersigned applican submitted. All provisions are granting of a permit gulating construction or