

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: Consultant Services with  
SAFEbuilt Washington, LLC for Municipal Building Services Coverage**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **SAFEbuilt Washington, LLC**, a wholly owned subsidiary of SAFEbuilt, LLC, (the "Consultant"), a Washington corporation, dated this 18<sup>th</sup> day of November, 2024.

Consultant Business: SAFEbuilt Washington, LLC

Consultant Address: 444 N. Cleveland, Suite 444, Loveland, CO 80537

Consultant Phone: 425-213-2612

Contact Name: David Spencer

Consultant e-mail: dspencer@safebuilt.com

Federal Employee ID No.: 81-0927666

Authorized City Representative Mark Hofman, AICP, Community Development  
for this contract: Director

**WHEREAS**, the City desires to contract with a consultant for municipal building services coverage to augment existing city staff during vacancies in positions and times of heavy permitting demand; and

**WHEREAS**, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

**WHEREAS**, the City finds that SAFEbuilt Washington, LLC is qualified and experienced in building services for local governments, including plan review; permit inspections; and assistance with building official interpretations and implementation of applicable building codes.

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Municipal Building Services Coverage ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be David Spencer and/or Bobby Thomas & Amber Green. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure

to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## **2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed **thirty-thousand dollars (\$ 30,000.00)** at the rates and fee amounts as shown on Exhibit B, Fee Schedule for Services, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

## **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to [ap@cityofflp.gov](mailto:ap@cityofflp.gov) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City, which consent shall not be unreasonably delayed or withheld.

**7. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with the intentionally wrongful or negligent performance of this Agreement by Consultant or any party for which it is legally responsible, except for injuries and damages caused by the sole or active negligence of the City. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. **No Limitation.** The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

B. **Minimum Scope of Insurance.** The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

C. **Minimum Amounts of Insurance.** The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: Mark Hofman, AICP, Community Development Director  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

SAFEbuilt Washington, LLC  
444 North Cleveland Avenue, Suite 444  
Loveland, Colorado, 80537  
Attn: Matt Causley, VP Professional Services

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

**20. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

**CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.**

**CITY OF LAKE FOREST PARK  
WASHINGTON**

By: Thomas French  
Thomas French (Nov 21, 2024 12:52 PST)  
Thomas French, Mayor

Date: 11/21/2024

**SAFEbuilt WASHINGTON, LLC**

By: Matt Causley  
Matt Causley (Nov 19, 2024 15:33 CST)

Typed/Printed Name:  
Matt Causley

Its Chief Operations Officer

Date: 11/19/2024

ATTEST:

Matthew McLean

Matthew McLean, City Clerk

Date: 11/21/2024

APPROVED AS TO FORM:

Kim Adams Pratt  
Kim Adams Pratt (Nov 18, 2024 14:52 PST)  
Kim Adams Pratt, City Attorney

Date: 11/18/2024

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### As-Requested Building Official Services (on-call as needed)

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### As-Requested Building, Plumbing, Mechanical, Energy code Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### As-Requested Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans, and related documents submit electronically to Consultant

### 3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

<b>Deliverables</b>			
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
✓ Residential within	7 business days	5 business days or less	
✓ Tenant Improvements within	10 business days	7 business days or less	
✓ Commercial within (up to \$2M in valuation)	10 business days	7 business days or less	
✓ Commercial within (\$2M+ to \$5M in valuation)	15 business days	10 business days or less	
✓ Commercial within (\$5M+ in valuation)	21 business days	15 business days	
✓ Stand-alone permits (plumbing & mechanical)	5 business Days	5 business Days	

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2026 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Inspection Services <ul style="list-style-type: none"> <li>• Building, Mechanical, Plumbing, Energy Code</li> </ul>	\$110.00 per hour- one (1) hour minimum**
Plan Review Services – Residential & Commercial: Initial plan review Up-to two (2) re-reviews	Residential & Commercial plan review 37% of city plan review fee with initial review and 2 re-reviews. Then rate is \$115 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved plans.
Additional Plan Review Fee – Residential & Commercial: <ul style="list-style-type: none"> <li>• After two (2) re-reviews</li> <li>• Other Building Plan Reviews not listed or changes to previously approved plans.</li> <li>• Stand-alone mechanical or plumbing permits</li> <li>• Meetings of plans examiner outside of plan review % of fee plan review work.</li> </ul>	\$115.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$165.00 per hour – one (1) hour minimum
Fire Related/Fire Code (suppression, alarm, associated) Plan Review	\$165.00 per hour – one (1) hour minimum
Building Official Services (on-call as needed)	\$145.00 per hour- one (1) hour minimum
After Hours/Emergency Inspection Services	\$135.00 per hour – two (2) hour minimum
**Hourly inspection time tracked will include travel time from Consultant’s base location to Municipality or first inspection site up to ½ (0.5) hour away. Time tracked will end when the inspector completes the last scheduled inspection and leaves Municipality or last inspection back to Consultant’s base location up to ½ (0.5) hour away. Overall time tracked will also include all travel time between inspection sites, total roundtrip travel as described, and all administrative work related to inspection support.	

# SAFEbuilt-LFP Municipal Building Services PSA AG-24-056

Final Audit Report

2024-11-21

Created:	2024-11-18
By:	Jessica Halterman (jhalterman@cityofffp.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdwS7eAUhPH8TN1qXMqCYFYHYeRuj-ITI

## "SAFEbuilt-LFP Municipal Building Services PSA AG-24-056" History

-  Document created by Jessica Halterman (jhalterman@cityofffp.gov)  
2024-11-18 - 9:56:16 PM GMT
-  Document emailed to Kim Adams Pratt (kim@madronalaw.com) for signature  
2024-11-18 - 9:56:23 PM GMT
-  Email viewed by Kim Adams Pratt (kim@madronalaw.com)  
2024-11-18 - 10:50:23 PM GMT
-  Document e-signed by Kim Adams Pratt (kim@madronalaw.com)  
Signature Date: 2024-11-18 - 10:52:01 PM GMT - Time Source: server
-  Document emailed to Matt Causley (matt@mtcinspectors.com) for signature  
2024-11-18 - 10:52:02 PM GMT
-  Email viewed by Matt Causley (matt@mtcinspectors.com)  
2024-11-19 - 7:49:41 PM GMT
-  Document e-signed by Matt Causley (matt@mtcinspectors.com)  
Signature Date: 2024-11-19 - 9:33:24 PM GMT - Time Source: server
-  Document emailed to Thomas French (tfrench@cityofffp.gov) for signature  
2024-11-19 - 9:33:26 PM GMT
-  Email viewed by Thomas French (tfrench@cityofffp.gov)  
2024-11-21 - 8:51:50 PM GMT
-  Document e-signed by Thomas French (tfrench@cityofffp.gov)  
Signature Date: 2024-11-21 - 8:52:15 PM GMT - Time Source: server

 Document emailed to Matt McLean (mmclean@ci.lake-forest-park.wa.us) for signature

2024-11-21 - 8:52:16 PM GMT

 Email viewed by Matt McLean (mmclean@ci.lake-forest-park.wa.us)

2024-11-21 - 8:57:34 PM GMT

 Document e-signed by Matt McLean (mmclean@ci.lake-forest-park.wa.us)

Signature Date: 2024-11-21 - 8:57:48 PM GMT - Time Source: server

 Agreement completed.

2024-11-21 - 8:57:48 PM GMT