

**SECOND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE FOREST PARK
AND SAFEbuilt WASHINGTON, LLC**

THIS SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between City of Lake Forest Park, (City) and SAFEbuilt Washington, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). City and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on November 18, 2024; and

WHEREAS, on April 16, 2025, Parties instituted First Amendment to the Agreement amended Section 2.A (Compensation) and extended the term of the Agreement in Section 1 through March 31, 2026; and

WHEREAS, pursuant to Section 1, changes to services that are mutually agreed upon between Parties shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, Parties hereto now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. The Term of the Agreement is hereby extended for an additional one (1)-year period, through March 31, 2027.
3. Amend Section 2. Compensation. A. as follows:
The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred forty-thousand dollars (\$240,000) 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.
4. Exhibit A and Exhibit B (List of Services and Fee Schedule for Services) to the Agreement are hereby replaced in their entirety with Exhibits A-1 and B-1 attached hereto and incorporated herein by reference.
5. All other conditions and terms of the original Agreement and First Amendment not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Washington, LLC

City of Lake Forest Park

By: _____

By: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operations Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A-1 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
- ✓ 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 and 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

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	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 or less
✓ Stand-alone permits (plumbing & mechanical)	5 business days	5 business days or less	

EXHIBIT B –2 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 on the 1st anniversary of the Effective Date of the Agreement 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:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Building, Mechanical, Plumbing, Energy Code 	\$115.00 per hour- one (1) hour minimum**
Inspection services (<i>eligible & optional/virtual</i>) Inspection types utilized: <ul style="list-style-type: none"> • Water heater replacement • HVAC replacement • Re-roofs of residential projects • Minor corrections for previous on-site inspection • Residential Porches/Decks • Small Projects <ul style="list-style-type: none"> ✓ (fences that require building permit) ✓ (exterior remodels) ✓ (interior remodels) • Residential Rooftop Solar (photovoltaic) • Residential Gas Line Installations (<i>if allowed</i>) • Parking Shade Structures • Detached Storage Sheds <ul style="list-style-type: none"> ✓ (that requires a building permit) • Residential Addition/Alteration re-inspections • Follow-up Inspections for corrections (must verify with inspector or Building Official)	\$80 per inspection and/or type
Plan Review Services – Residential & Commercial: Initial plan review Up-to two (2) re-reviews	Residential & Commercial plan review 40% of city plan review fee with initial review and 2 re-reviews. ##

	<ul style="list-style-type: none"> • Then rate is \$120 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved plans. • Projects with construction valuations of \$20k or less are at hourly plan review rate.
<p>Additional Plan Review Fee – Residential & Commercial:</p> <ul style="list-style-type: none"> • After initial & two (2) re-reviews • Projects with construction valuations of \$20k or less • Other Building Plan Reviews not listed or changes to previously approved plans. • Stand-alone mechanical or plumbing permits • Meetings of plans examiner outside of plan review % of fee plan review work. 	\$120.00 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)	\$155.00 per hour- one (1) hour minimum
After Hours/Emergency Inspection Services	\$135.00 per hour – two (2) hour minimum**
<p>**Hourly inspection time tracked will include travel time from Consultant’s base location to Municipality or first inspection site up to 45 (0.45) minutes 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 45 (0.45) minutes away. Overall tracked time will also include all travel time between inspection sites, total roundtrip travel as described, and all administrative work related to inspection support.</p>	
<p>###Use the latest Building Valuation Data Sheet published by the International Code Council to determine the project valuation by the building official’s/consultant’s determination. When a specific building type or occupancy is not noted in the valuation table, the building official/consultant is authorized to use the classification type noted in the table that most closely resembles the proposed type of building or determine a valuation type independently. The building official/consultant is authorized to use a contractor’s bid price estimate in instances other than new construction, provided such bid estimate lists all materials and included labor cost, excluding sales tax, for such project.</p> <p>The footnotes of b, c, and d found in the Building Valuation Data Sheet published by the International Code Council are not considered as part project valuations determined.</p> <p>For all consultants plan review work the city’s plan review fee is presumed to be sixty-five percent of the city’s established and adopted building permit fee. The city’s plan review fee is a separate fee from the city’s building permit fee and is in addition to the building permit fee. Consultants plan review fee(s) as prescribed above are subject to city’s plan review fee as prescribed here.</p>	