# SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF JONESBORO, GEORGIA AND SAFEbuilt GEORGIA, LLC

THIS SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the latest signature by and between City of Jonesboro, Georgia, (Municipality) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality 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 August 06, 2015; and

WHEREAS, on April 26, 2023, Parties instituted the First Amendment to Agreement with the purpose of revising the fee schedule based on the Consumer Price Index ("Consumer Price Index"); and

WHEREAS, pursuant to Article 2 of the Agreement, any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, Parties find it mutually beneficial to amend the Agreement to include additional services not part of the original scope of services.

**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. Agreement, Exhibit A List of Services and Fee Schedule, Item #1, is hereby amended to include the following:

#### **Code Enforcement Services**

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

#### Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- Review of Building Permits for Zoning Code compliance
- Review of zoning applications and site plans
- Preparation of staff reports and recommendations to planning commission and elected officials
- Training programs for Planning Commission and Appeals Board
- Preparation of zoning code amendments
- Updates to the zoning code and other land development regulations
- Preparation of new master plan
- Preparation of special studies (subarea plans, corridor studies, etc.)

- 3. Agreement, Exhibit A List of Services and Fee Schedule, Item #3, is deleted in its entirety and replaced with Exhibit A Revised Fee Structure, hereto incorporated.
- 4. 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 GEORGIA, LLC		CITY OF IONESBORO, GEORGIA	
Matthew K. <sub>By:</sub> Causley	Digitally signed by Matthew K. Causley Date: 2025.08.25 09:09:36 -04'00'	By: Nony pla	
Name: Matthew K. Causley		Name: Donya SaltoL	
Title: Chief Operating Officer		Title: Mago	
Date:August 25, 2025		Date: 9-22-25	

### Exhibit A Revised Fee Structure

- 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, 2025 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:		
Residential/IRC	50% of Municipality plan review fee	
${\sf Commercial/IBC-excludes\ engineered\ review\ fees}$	50% of Municipality plan review fee	
Review of changes to approved plans	\$104.00 per hour	
Structural Engineering Plan Review	\$145.60 per hour – prior approval from both parties	
Inspection Services – includes all trades	50% of Municipality building permit fee	
Occupancy Inspections for Commercial Business	\$52.00 per inspection	
Building Official Services	No Charge	
Disaster & Emergency Response Services	No Charge	
Meritage Software Services	No Charge	
Code Enforcement Services	\$75.00 per hour – two (2) hour minimum	
Planning Director	\$242.00 per hour – one (1) hour minimum	
Planning Manager	\$191.00 per hour – one (1) hour minimum	
Senior Planner	\$163.00 per hour - one (1) hour minimum	
Junior Planner	\$120.00 per hour -one (1) hour minimum	
Traffic Engineering Plan Reviewer	\$192.00 per hour – one (1) hour minimum	
Zoning Technician	\$70.00 per hour – one (1) hour minimum	
Rates are all inclusive – no separate billing for mileag	e, vehicle expenses or material will be sent.	

04/26/2023 SAFEbuilt Agreement

## AMENDMENT ONE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF JONESBORO, GEORGIA AND SAFEbuilt GEORGIA, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on August 06, 2015, by and between City of Jonesboro, Georgia, (Municipality) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: Amendment is effective on January 01, 2023, following full execution by both Parties.

#### **RECITALS AND REPRESENTATIONS**

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on August 06, 2015; and

Parties hereto now desire to amend the Agreement as set forth herein; and

#### NOW, THEREFORE

Agreement is hereby amended as set forth below:

A. Agreement, Exhibit A, 3. Fee Schedule shall reflect a rate increase based on the Consumer Price Index (CPI). Agreement, Exhibit A, 3. Fee Schedule shall be replaced in its entirety as follows:

#### 3. 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
- ✓ Beginning January 01, 2023 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:	
Residential/IRC	50% of Municipality plan review fee
Commercial/IBC - excludes engineered review fees	50% of Municipality plan review fee
Review of changes to approved plans	\$104.00 per hour
Structural Engineering Plan Review	\$145.60 per hour - prior approval from both parties
Inspection Services – includes all trades	50% of Municipality building permit fee
Occupancy Inspections for Commercial Business	\$52.00 per inspection
Building Official Services	No Charge
Disaster & Emergency Response Services	No Charge
Meritage Software Services	No Charge
Rates are all inclusive – no separate billing for mileag	ge, vehicle expenses or material will be sent.

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All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

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

April 26, 2023

Gary Amato, CAO

Donya L. Sartor

December 14, 2022

SAFEbuilt Georgia, LLC

Date

Signature

City of Jonesboro, Georgia

Mayor

Name & Title

City of Jonesboro, Georgia

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08/06/2015 SAFEbuilt Agreement

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF JONESBORO, GEORGIA AND SAFEbuilt GEORGIA. LLC

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Jonesboro, Georgia, (the "Municipality") and SAFEbuilt Georgia, LLC, (the "Consultant").

#### **RECITALS**

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A — List of Services and Fee Schedule, (the "Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

#### 1. SCOPE OF SERVICES

Consultant will provide "Services" to the Municipality using qualified professionals as directed by the Municipality. Consultant will perform services in accordance with State of Georgia adopted codes and Municipality adopted amendments and ordinances. Consultant is not obligated to perform services beyond what is contemplated by this agreement. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes. Consultant will perform work at a level of competency in accordance with industry standards.

#### 2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

#### 3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the services performed in accordance with Exhibit A – List of Services and Fee Schedule.

#### 4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution.

#### 5. TERM

The initial term of this Agreement shall be 12 months, subsequently, the Agreement shall automatically renew for a 12 month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

#### 6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

#### 7. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specification and other materials required by Consultant to perform Scope of Services.

#### 8. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

#### 9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

#### 10. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 11. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. 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 hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) disease policy limit, and one hundred thousand dollars (\$100,000) disease each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. 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 (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

#### 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing inspection services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

#### 13. THIRD PARTY RELIANCE

This agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

#### 14. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

#### 15. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

#### 16. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

#### 17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract and will verify immigration status to confirm employment eligibility. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

Pursuant to O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, Consultant warrants, represents, acknowledges, and agrees that:

- A. Consultant does not knowingly employ or contract with an illegal alien;
- B. Consultant shall not enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien;
- C. Consultant has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that Consultant does not employ any illegal aliens. If Consultant is not accepted into the Basic Pilot Program prior to entering into this Agreement, Consultant shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Municipality written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the Municipality in writing, every three (3) months until Consultant is accepted or this Agreement is completed, whichever occurs first. This subparagraph c) shall be null and void if the Basic Pilot Program is discontinued;
- D. Consultant shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
- E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowledge employs or contracts with an illegal alien, Consultant shall notify such subcontractor and the Municipality with three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and shall terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subsection the subcontractor does not cease employing or contracting with the illegal alien, except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- F. Consultant shall comply with any reasonable request by the Georgia Department of Labor and Employment (the "Department") made in the course of an investigation that the Department

undertakes or is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.; and

G. If Consultant violates any provision of this Agreement pertaining to the duties imposed by subsection 8-17.5-102, C.R.S. the Municipality may terminate this Agreement.

#### 18. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

#### 19. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Corporation:
Joy Brantley Day, Mayor	Greg Toth, Executive VP Business Development
City of Jonesboro	SAFEbuilt, LLC
124 North Avenue	3755 Precision Drive, Suite 140
Jonesboro, GA 30236	Loveland, CO 80538
Email: iday@jonesboroga.com	Email: gtoth@safebuilt.com

#### **20. DISPUTE RESOLUTION**

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, the 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.

#### 21. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Georgia and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement 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.

#### 22. COUNTERPARTS

This 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.

This Agreement, along with attached 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.

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

City of Jonesboro, Georgia	SAFEbuilt Georgia, LLC
Signature II	Signature Mack
Name: Joy Brantley Day	Name: Karen Mack
Title: Mayor	Title: Chief Financial Officer
Date: 08 / 06 / 15	Date: 08 / 06 / 15

#### EXHIBIT A - LIST OF SERVICES AND FEE SCHEDULE

#### 1. LIST OF SERVICES

- ✓ Plan Review Services
- ✓ Construction Inspection Services
- ✓ Building Official Services
- ✓ Occupancy Inspections for Commercial Business
- ✓ Disaster and Emergency Response Services
- ✓ Meritage Systems (Permitting Software)

#### 2. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement. All Services will be performed during normal business hours (8:00 a.m. – 5:00 p.m., Monday-Friday; excluding Municipal holidays).

#### Plan Review Schedule:

Plen Review Type	First Comments	Second Comments
Residential projects	5 working days or less	5 working days or less
Multi-family projects	10 working days or less	5 working days or less
Small commercial projects (< \$2iVi in valuation)	10 working days or less	5 working days or less
Large commercial projects (>\$2M in valuation)	20 working days or less	10 working days or less

#### Inspection Schedule:

All inspections requested prior to 4:00 p.m. will be performed the next business day (holidays excluded)

#### 3. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Sarvice Fee Schedule:	TOTAL
Residential/IRC	50% of Municipality plan review fee
Commercial/IBC – excludes engineered review fees	50% of Municipality plan review fee
Review of changes to approved plans	\$100.00 per hour
Structural Engineering Plan Review	\$140.00 per hour - prior approval from both parties
Inspection Services – includes all trades	50% of Municipality building permit fee
Occupancy Inspections for Commercial Business	\$50.00 per Inspection
Building Official Services	No Charge
Disaster & Emergency Response Services	No Charge
Meritage Software Services	No Charge
Rates are all inclusive - no separate billing for mileag	te, vehicle expenses or material will be sent.

#### 4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution.

- 1

#### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<u>254821</u>
Federal Work Authorization User Identification Number
September 23, 2009
Date of Authorization
SAFEbuilt Georgia, LLC
Name of Contractor
Building Department Services
Name of Project
City of Jonesboro, Georgia
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on August, 06, 2015 in Lovelan (city), CO (state).
Signature of Authorized Officer or Agent
Erinn Hougnon, Human Resources Manager
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 67 DAY OF August 2015
ON THIS THE 67 DAY OF August 2015.
NOTARY PUBLIC
My Commission Expires:
MICHAEL S GARCIA JR
A DUBLIC

F COLORADO / ID 19984008821