## THIRD AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SENOIA, GEORGIA AND SAFEbuilt GEORGIA, LLC

THIS THIRD AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between City of Senoia, 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 November 28, 2018; and

WHEREAS on January 17, 2023, Parties instituted Amendment One to the Agreement to revise fee schedule; and

WHEREAS on December 21, 2023, Parties revised the fee schedule pursuant to the Consumer Price Index (CPI) effective January 1, 2024; and

WHEREAS on February 14, 2024, Parties instituted the Amendment Two to include design review inspection service as an additional service originally not included in the Agreement; and

WHEREAS the Parties desire to further amend Agreement to include non-structural engineering plan review 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 is hereby amended to include non-structural engineering plan review services.
- Municipality will compensate Consultant for services rendered based on Exhibit A, Revised Fee Schedule hereto incorporated.
- 4. All other conditions and terms of the original Agreement, Amendment One and Amendment Two 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 SENOIA, GEORGIA	
By: And Klay	Ву:	
Name: Matthew K. Causley	Name:	
Title: Chief Operating Officer	Title:	
Date: <u>April 12, 2024</u>	Date:	

# EXHIBIT A REVISED FEE SCHEDULE

### City of Senoia, Georgia

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65% of Municipal Fee as established by ordinance Plan Review Services - excludes engineer review fees 65% of Municipal Fee as established by ordinance Inspection Services \$62.19 per hour - one (1) hour minimum Code Enforcement Services Structural Engineering Plan Review \$160.99 per hour – one (1) hour minimum Included in percentage of fees above **Building Official Services** Building Official After Hours/Emergency Inspection Services \$118.06 per hour - two (2) hour minimum Non-Permitted Activity (by request only) \$80.49 per hour - one (1) hour minimum \$80.49 per hour – one (1) hour minimum Investigative Services (by request only) \$186.00 per hour Non-structural Engineering Plan Review

Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

### Planning and Zoning Fee Schedule:

1. Provided on an as-needed basis at the hourly rates listed below plus reimbursable expenses.

2. Specific projects will be provided at a project rate; rate to be determined and mutually agreed upon by Parties

Planning Manager \$139.52 per hour – one (1) hour minimum
Project Planner I \$80.34 per hour – one (1) hour minimum
Planning Tech / Associate Planner \$64.39 per hour – one (1) hour minimum
Arborist \$86.68 per hour – one (1) hour minimum