



Request for Qualifications

FOR HOMEBUILDING SERVICES

ROLLING APPLICATION – NO DEADLINE

404.257.6866
ATLLANDTRUST.ORG

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Overview

The Atlanta Land Trust (“ALT”) is seeking expressions of interest and qualifications (“Qualification Statements”) from firms (“Firms”) capable of renovating and/or constructing single-family homes, duplexes, townhomes, and/or accessory dwelling units (ADUs) on property owned by ALT for permanently affordable housing. ALT is soliciting Qualification Statements from qualified firms with experience constructing new or renovating existing single-family homes, duplexes, townhomes, and/or ADUs. ALT intends to select a pool of qualified Firms who have the capability to complete this work. **Firms responding to this Request for Qualifications (“RFQ”) must have a proven track record of constructing/renovating single-family homes, duplexes, townhomes, and/or ADUs.** Once a Firm is qualified, they will receive notice of future project-specific Request for Bids (“RFB”). ALT anticipates issuing 5-7 RFBs each year, but this is subject to change as new opportunities are identified.

Established in 2009, the Atlanta Land Trust (ALT) aims to deliver and steward permanently affordable homeownership opportunities to support inclusive, equitable communities near the Atlanta BeltLine and other targeted areas in Atlanta. This work is critical to providing families with opportunities to build wealth and gain economic mobility, especially in neighborhoods at risk of gentrification due to public investments. ALT primarily serves Atlantans where traditional homeownership has been out of reach - generally those at or below 80% of the area median income (AMI). As a [community land trust \(CLT\)](#), ALT uses a comprehensive, equity-driven approach that connects people, place, and quality of life. CLTs have demonstrated success in creating pathways to market-rate homeownership for low-income families – nationally, approximately 63% of CLT homeowners go on to purchase homes at market rate. As one of more than 250 CLTs in the United States, ALT offers permanently affordable housing opportunities, allowing families to realize a portion of the equity built through homeownership while preserving the affordability of homes for future generations. Additionally, ALT strives to connect families to communities with access to job centers, educational opportunities, green space, and transit, helping improve overall economic mobility. ALT is leading the way toward a more sustainable approach to housing affordability in Atlanta guided by a Strategic Plan that establishes an overarching goal to collaborate with communities to develop 300 permanently affordable, energy-efficient homes by 2025.

Project Description

ALT is continuously in the process of acquiring properties for the development of permanently affordable housing through the community land trust model. ALT is seeking to identify Firms to construct new homes on vacant lots and renovate existing homes as properties are acquired. Properties will be located in the city of Atlanta and generally within the Atlanta BeltLine Planning Area. ALT values creative proposals that would increase density and affordability.

Once a Firm has been qualified, they will remain qualified for a period of three (3) years from the date of receipt of the award notice. However, ALT retains the right to subsequently expand the scope of the eligible work with the developer to include other projects.

Once construction is complete, ALT will retain ownership of the land, and sell the homes in fee to qualified buyers. ALT enters into a 99-year ground lease with each homeowner that ties the land and the home together. ALT does not provide mortgage financing to homebuyers but works closely with approved lenders and down payment assistance providers. All homes will be sold to low- and moderate-income families whose incomes do not exceed the limits set forth in [Exhibit A](#). Prior to the start of construction, ALT will solicit bids from Qualified Firms and enter into an agreement (“Agreement”) with the selected Firm. The Agreement will provide for the construction of the Project. A Form Construction Contract can be seen in [Exhibit B](#).

Scope of Work

ALT is seeking Qualification Statements from experienced developers, homebuilders and/or general contractors capable of renovating and/or constructing single-family homes, duplexes, townhomes, and ADUs on property owned by ALT for permanently affordable housing in the city of Atlanta. ALT is soliciting Qualification Statements from interested qualified Firms with **a documented track record of providing the required services**. The anticipated responsibilities of the Firm, if selected to provide these services, will include (but not be limited to) the activities detailed below.

1. **Project Budget:** The selected Firms are responsible for developing the budget for the construction or renovation of each home. The budget should include hard costs, soft costs (including financing fees) and any developer/builder fees.
2. **Entitlements and Development Approvals:** The selected Firms will be responsible for obtaining permits or regulatory approvals for construction of the homes from the city of Atlanta. If rezoning is required, ALT will work with the selected Firms to obtain rezoning approval.
3. **Project Financing:** It is ALT's goal to provide cost-effective project financing for the majority of projects; however, if that is not possible, Firms will work with ALT to obtain financing for the construction cost of each home. This will be clearly stated in the project-specific Request for Proposals. Costs will include at minimum all pre-development and development costs such as infrastructure, entitlements, design and construction costs, and off-and-on-site work, including all utilities. ALT will work with the selected Firms to seek any available public funding or low-cost capital to support the Project, including, if necessary, gap subsidy if development costs are greater than the established purchase price.
4. **Horizontal and Vertical Development:** The selected Firms will be responsible for the construction of all necessary off-site and on-site improvements including, but not limited to, all required site infrastructure, homes, and landscaping. The Firms shall be responsible for the management, direction, design, integration, scheduling, control, review and approval of all subcontract work and services, and will be required to comply with all applicable city of Atlanta, State of Georgia and federal laws, regulations, and guidance, and for obtaining Certificates of Occupancy for each of the units. Specific responsibilities include:
 - a. In consultation with ALT, selecting the plan and architect to be utilized for the project.
 - b. Coordinating site activities and logistics with ALT for all construction related activities throughout project duration.
 - c. Identifying and maintaining a team comprised of a project manager, superintendent, and support staff as required to successfully complete the project.
 - d. Negotiating all necessary contracts and subcontracts related to construction of the homes.
 - e. Installing all temporary erosion control and provide portable toilets and related storage for the project duration.
 - f. Selecting finishes and building materials that are durable and of good quality that is consistent with market driven finishes and comparable to newly renovated or constructed homes in the local market area.
 - g. Securing all interior construction work areas and to protect equipment and finished work during the construction period.
 - h. Accountably for the quality, accuracy, and timeliness of Project.

5. Sustainable Building Practices (Project Specific): The selected Firms may responsible for achieving a high-performance building certification for homes. The Firms may be responsible for registering the projects with a recognized high-performance building certification program, hiring a third-party certification verifier to confirm compliance with all program criteria, and overseeing the day-to-day activities of all sub-contractors. Specific responsibilities may include:
 - a. In consultation with ALT, selecting a high-performance building program that best meets the objectives of the project. Recognized high-performance building certification programs include: EarthCraft, ENERGY STAR, Enterprise Green Communities, LEED Homes, or National Green Building Standard (NGBS).
 - b. In consultation with ATL, selecting a third-party verifier qualified to confirm project compliance with the selected high-performance building certification program.
 - c. Reviewing the approved house plan with ALT and the selected architect to determine compliance with the selected high-performance building certification program prior to submitting permit applications
 - d. Identifying an onsite project team member responsible for ensuring all high-performance building criteria are met through day-to-day oversight of sub-contractors.
 - e. Completing all high-performance building certification criteria and obtaining program certification prior to obtaining a Certificate of Occupancy for each unit.
6. Facilitating Community Engagement: ALT will work with the selected Firms to continue to build neighborhood support for the construction of these homes. Firms may be asked to attend neighborhood meetings, participate in on-site community engagement, and/or other related activities.
7. Project Reporting: ALT will work with selected Firms to establish a reasonable reporting schedule for each project. Reporting requirements will often be established by funders (debt and/or grant funds).
8. Sales and Marketing: ALT will work with the selected Firms to establish the target sales price for each home to ensure affordability for families below identified income limits. **ALT will be responsible for marketing and identification of qualified potential applicants to purchase the units. It is ALT's intent to have pre-qualified homebuyers identified prior to completion of each home.** ALT will work with selected Firms to establish a target sales price for each home based on the income limits for homebuyers, as dictated by funding sources.

Request for Proposals Process Timeline

Pre-Qualification Conference:

Quarterly

A Pre-Qualification Conference is scheduled quarterly. Specific meeting information can be found on our Eventbrite page: <https://www.eventbrite.com/o/atlanta-land-trust-inc-26413810393>.

Attendance at a Pre-Qualification Conference is not required but is strongly encouraged.

Any questions regarding this procurement must be submitted in writing to the Manager of Portfolio Development, Grace Roth, via electronic mail at groth@atlandtrust.org. Questions will be continuously compiled and posted to the Atlanta Land Trust website at atlantalandtrust.org.

Submission Deadline:

Ongoing – Rolling Application

ALT anticipates the following timelines after submission:

Note: These dates may change at the sole discretion of ALT.

Confirmation of Receipt of Submission:

Within 3-5 Business Days

Requested Clarification or Additional Questions:

Within 3 Weeks

Final Decision and Dissemination of Award Letter:

Within 1 Month

Submission Procedures and Requirements

Format and Content of Qualification Statement

Proponents must submit a Qualification Statement in response to this RFQ in the format specified herein. The Qualification Statement must consist of the following:

1. Title Page: Show the RFQ's subject, the Firm's name, address, website, email and telephone and fax numbers of the contact person(s) and the date of the Qualification Statement.
2. Table of Contents: Include a detailed table of contents listing sections and subsections that correspond to the requirements of the RFQ. The table of contents must also list all tables, appendices, figures, etc. contained in the Qualification Statement.
3. Executive Summary: Generally describe the Firm, provide an overview of the qualifications and a statement of why Firm is interested in becoming an ALT homebuilder. The Qualification Statement must include: (a) the domicile where Firm(s) is organized, (b) the name, brief history, contact name, address, email contact, phone number, and facsimile number of the Firm, (c) the legal structure of the entity, (d) proof of ability to do business in Georgia, and (e) a listing of major satellite offices, if any.
4. Organizational Structure and Key Personnel: Include an organizational chart of the Firm's management structure and corresponding resumes and licensure for each of the individuals identified. Also, indicate who will be the proposed lead person on ALT homebuilding activities and identify their other major responsibilities, current and future, as known.
5. Experience and Qualifications: Describe experience with single family, duplex, townhome, and/or ADU construction within the past 10 years, including new construction and/or renovation.
 - a. Include details on number of homes and housing types, sizes, locations, cost, interior features or amenities. Please include pictures, when applicable.
 - b. Highlight any experience within an urban and/or a scattered site context.
 - c. Highlight any experience with affordable housing either through income-restrictions or market price points.
6. Fee: Provide proposed fee structure for the services contemplated in this RFQ.
7. Financial Qualification: Provide financial statements for the past 3 years.
8. Other Abilities: ALT is open to innovative ways for Firms to deliver increased density and affordability. If applicable, outline any of the Firm's unique abilities to (i.e., experience with creative rezoning to maximize density, brokerage capabilities).

Submission of Qualification Statement

Qualification Statements must be submitted according to the requirements of this RFQ. Each Firm is responsible for the preparation of its Qualification Statement and for the cost associated therewith. Qualification Statements are to be submitted in an unlocked Portable Document Format and may be submitted electronically via email to groth@atlandtrust.org.

Submissions will be accepted on a rolling basis. It is the responsibility of each Firm to obtain a copy of any addendum issued for this RFQ by monitoring ALT's website.

This procurement does not constitute an offer by the ALT to enter into an agreement and cannot be accepted by any Firm to form an agreement. This procurement is only an invitation for offers from interested Firms and no Qualification Statement shall bind ALT. Each Qualification Statement submitted to ALT will become the property of ALT for ALT's use, in ALT's sole discretion. ALT reserves the right to reject any Qualification Statement or all Qualification Statements or to waive any technical defect in a Qualification Statement before or after submission. ALT also reserves the right to cancel this RFQ at any time for any reason or no reason. Additionally, ALT may in accordance with applicable law, by addendum, modify any provision or part of this RFQ at any time prior to the Qualification Statement due date and time. Any Qualification Statement submitted pursuant to this RFQ will be effective for a period of not less than six (6) months.

Evaluation and Selection Process

Upon receipt and review of the Qualification Statements, ALT, at its sole discretion, shall evaluate and determine which Firms, if any, are responsive and responsible and in ALT's best interests to approve as Qualified Homebuilders. ALT will evaluate each responsive Qualification Statement in accordance with the evaluation criteria described in this RFQ. Firms may be required to make an oral presentation to the evaluation committee at any stage of the selection and evaluation process. ALT will notify each Firm of ALT's determination.

Qualification Statements will be evaluated based on the evaluation criteria described below:

1. **Project Experience:** Qualification Statement shall demonstrate the Firm's industry expertise and experience developing for-sale residential projects, as well as the good faith efforts to include minority, female, small and locally-owned businesses to perform commercially useful function.
2. **Organizational Structure and Key Personnel:** Qualification Statement should provide clear evidence that the Firm has the appropriate personnel in place to successfully partner with ALT to plan, develop and implement new construction or renovations.
3. **Financial Capability:** Qualification Statement shall demonstrate the ability to develop the Project at a minimum cost to ALT and provide to give ALT a clear understanding of the Firm's financial standing and capability to complete new construction or renovations.

Firms that meet ALT's threshold criteria will be recommended to the Board of Directors of the Atlanta Land Trust for approval. Definitive agreements related to the construction of the homes will be executed on an ongoing basis. ALT's Board of Directors reserves the right to accept, modify or reject the recommendation of award under this RFQ. The final terms and conditions relating to a future project award may be subject to financing, development commencement, title or other conditions or contingencies, as determined by ALT, in its sole discretion.

Exhibit A: Affordable Workforce Housing Information

To qualify to purchase a unit in the Project, homebuyers must, at the time of the execution of the applicable sale, have an income (adjusted for family size) that does not exceed 120% of the area median income (“AMI”) for the Atlanta-Sandy Springs-Marietta, Georgia HUD Metro FMR Area (as published from time to time by the U.S. Department of Housing and Urban Development). Atlanta Land Trust will work with the selected Firm to determine the specific income targets for each home. It is anticipated that the majority of the homes will be priced to be affordable to homebuyers with incomes that do not exceed 80% of the AMI.

Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area Median Income \$96,400 Effective Date April 18, 2022								
Area Median Income (AMI)	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	\$20,250	\$23,160	\$26,040	\$28,920	\$31,260	\$33,570	\$35,880	\$38,190
50% AMI	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
60% AMI	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
80% AMI	\$54,000	\$61,760	\$69,440	\$77,120	\$83,360	\$89,520	\$95,680	\$101,840
100% AMI	\$67,500	\$77,200	\$86,800	\$96,400	\$104,200	\$111,900	\$119,600	\$127,300
115% AMI	\$77,625	\$88,780	\$99,820	\$110,860	\$119,830	\$128,685	\$137,540	\$146,395
120% AMI	\$81,000	\$92,640	\$104,160	\$115,680	\$125,040	\$134,280	\$143,520	\$152,760
140% AMI	\$94,500	\$108,080	\$121,520	\$134,960	\$145,880	\$156,660	\$167,440	\$178,220

The maximum purchase price for each unit in the Project shall not exceed the values published from time to time by Invest Atlanta based on the income limits established by the U.S. Department of Housing and Urban Development. The 2022 limits are listed below by unit size. Final unit purchase prices will be calculated by Atlanta Land Trust based on the target income for homebuyers.

2022 Workforce Owner Housing Maximums					
	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Max Sale Price at 60% AMI	\$121,500	\$130,230	\$156,240	\$180,540	\$201,420
Max Sale Price at 80% AMI	\$162,000	\$173,640	\$208,320	\$240,720	\$268,560
Max Sale Price at 100% AMI	\$202,500	\$217,050	\$260,400	\$300,900	\$335,700
Max Sale Price at 120% AMI	\$243,000	\$260,460	\$312,480	\$361,080	\$402,840

Exhibit B: Example Construction Contract

Please see the following pages.

**DRAFT CONSTRUCTION
AGREEMENT**

Date:
X/XX/XXXX

Owner:

Atlanta Land Trust, Inc.
245 North Highland Avenue NE, Suite 230-724
Atlanta, Georgia 30307
Attn: Amanda Rhein
Email: arhein@atllandtrust.org

Homebuilder:

[Example Homebuilder, LLC
123 South Street
Atlanta, GA 30XXX
Attn: Principal
Email: example@example.com]

Property Address:

[123 North Street
Atlanta, GA 303XX]

OVERVIEW

This Construction Agreement (the "Agreement") is intended to provide the scope of work and pricing for improvements to be made to the [type] home located at the Property, being further known as [legal description]. This Agreement is based upon multiple site meetings and other communications, plans and scope notes provided by the Owner and/or Homebuilder, an assessment summary provided by Homebuilder.

1. SCOPE OF WORK & SELECTIONS

The work to be performed is the rehabilitation (the "Work") of the [type] residence and any other improvements, grading and landscaping (the "Project"), as more particularly set forth on the Scope of Work attached hereto and incorporated herein as **Exhibit A** (the "Scope of Work") and as depicted on the plans and specifications for the Project prepared by [architect] (Registered architect), consisting of the plans attached hereto and incorporated herein as **Exhibit B** (collectively, the "Plans and Specifications"). The performance of the Work shall begin promptly after the receipt of building permit from the city of Atlanta of the Property by the Owner (the "Commencement Date") and is expected to be completed in no more than [timeline] from commencement (the "Completion Date"),

subject to delays caused by change orders approved by Owner.

Homebuilder is responsible for furnishing all labor and materials in accordance with the attached Plans and Specifications, as well as the removal of all debris generated from the Work on the Project. Homebuilder shall also be responsible for placing a portable toilet on the Property and maintaining same in a clean and orderly manner so as not to create or cause a nuisance at the Property.

Owner is responsible for selections per allotments set forth in the Budget, as defined below.

2. CONTRACT AMOUNT; BUDGET

The Contract Amount shall include all items and services necessary for the proper execution and completion of the Work. Collectively, the Costs (as defined below) of complete performance of the Work plus a [X%] overhead and contractor's fee (the "OH/C Fee") shall be referred to herein as the Contract Amount. Notwithstanding the foregoing, Homebuilder and Owner agree that the OH/C Fee shall not exceed a flat service fee of [\$X]; the flat OH/C Fee will not change for cost increases to the original scope.

The "Costs", as used in this section, shall mean all actual, documented costs associated with materials incorporated into the Project, wages for labor in the direct employ of Homebuilder in the performance of work on or relating to the Project, permits and any other actual expenses incurred in connection with the completion of the Work. Costs caused by improperly timed activities (provided that ordinary delays due to coordination with subcontractor schedules or to incorporate Change Orders shall not be deemed to result in improperly timed activities) or defective construction not completely attributable to Owner shall be borne by Homebuilder (provided, however, that mere fluctuations in the price of materials shall not be deemed to be Homebuilder's responsibility).

COSTS	\$X
OH/C FEE (FLAT RATE)	\$X
BUDGET:	\$X

The Costs, plus the OH/C Fee set forth above represent the complete and total budget attached ~~to~~ in detail and incorporated herein as **Exhibit C** (the "Budget").

Schedule of Payments / Payment Detail as follows:

1. There will be a [\$X] upfront fee paid to homebuilder for mobilization fee.
2. Payments will be made as progress draws distributed from [lender] as detailed in FINANCING section.
3. Draw requests will be submitted no more than monthly by line item as cost using spreadsheet entitled "[Property Address] Master Draw Sheet" attached hereto in detail and incorporated herein as Exhibit D. Spreadsheet, applicable receipts and invoices, and a contractor affidavit will be emailed to Owner.

Owner will verify progress and then forward payment request to [lender]. Spreadsheet will be updated with payments to budget at each draw request.

4. In the case of a "Change Order" agreed to by Owner, the Budget shall be increased to accommodate the costs needed for the completion of the Work described therein.
5. If any credits are due to Owner from Homebuilder at completion of Project, they will be rectified as part of final payment.

3. FINANCING

Project will be financed through a loan attached hereto in detail and incorporated herein **Exhibit E** (the "Note"). The note is to be paid in full at the time of sale or at one year from funding.

[Lender] will distribute funds per Schedule of Payments and Payment Detail in Section 2. Any remaining funds at project completion and sale will be credited back to Owner as part of final settlement.

[There may be additional financing requirements based on financing sources.]

4. WAIVERS OF LIENS; DISCHARGE OF LIENS.

Concurrently with Owner's final payment of the Contract Amount, Homebuilder will deliver to Owner a contractor's affidavit in accordance with O.C.G.A. § 44-14-360, et seq. If any mechanic's lien is filed against the Property, Homebuilder shall promptly pay same or cause such lien to be bonded and discharged as a lien against the Premises within thirty days after the filing of such lien.

5. TIME PERIODS.

Subject to delays for Owner decisions, inclement weather, acts of God, and shortages of availability of materials, Homebuilder agrees to begin and complete the Work by the times specified in Article 1. It is understood the Change Orders may result in adjustments to the Completion Date. Upon receipt of any Change Order, Homebuilder shall immediately provide Owner with written notice whether such Change Order shall result in a delay to the Completion Date.

6. BUILDER'S RISK INSURANCE.

Homebuilder shall obtain a "builder's risk" (all-risk form) insurance policy on the Project; Owner shall be named as an additional insured under Homebuilder's builder's risk policy. Homebuilder shall maintain such policy in effect throughout the term of this Agreement. Builder's Risk insurance is included in the Total Estimated Budget as defined in Section 2 above.

7. INSURANCE.

Homebuilder shall obtain and maintain at Homebuilder's sole cost and expense insurance coverage

as described below and make the following engagements on behalf of itself and all those who furnish labor or materials to or through Homebuilder:

- a. Worker's compensation insurance in the amount and manner required by law relative to any workers on the Work to be performed by Homebuilder.
- b. Comprehensive general liability insurance in the amount of \$2,000,000.00 and coverage's insuring Owner and Homebuilder against liability for injury to persons (including death) and injury or destruction of property arising out of the Work (without regard to the negligence or breach of any duty by Owner or Homebuilder).

Owner shall be named as an additional insured under Homebuilder's insurance policies set forth above.

8. CHANGE ORDERS.

- c. Homebuilder has made every effort to provide Owner with the actual cost of the Project. However, there are times when the Owner will be billed as an additional work order for additional work (a "Change Order"). This additional work is typically the result of one of the following 2 conditions:
 - i. Latent conditions (i.e., a situation that involves an unforeseen or hidden situation that needs to be addressed for the project to move forward. Homebuilder is not responsible for existing, concealed conditions that may be revealed during construction. Upon Homebuilder's identification of a latent condition, Homebuilder shall promptly provide Owner with notice of same and the estimated costs and expenses to cure said latent condition. If any existing, concealed conditions interfere with completion of this project, they will be cured on a cost-plus basis per this Agreement.
 - ii. The Owner makes a change to the Scope of Work or Specifications of the Project after the Agreement has been signed.
- d. In the event that Homebuilder submits a Change Order and the Owner does not come to agreement with Homebuilder as to the terms and pricing of such Change Order, Homeowner shall pay Homebuilder its actual, documented costs Notwithstanding such mediation as to a disputed Change Order, Homebuilder shall continue to Work on the Project, to the extent possible; in the event Homebuilder is unable to continuing working on the Project as a result of mediation of the Change Order, the Completion Date shall be extended for each day of delay.
- e. All modifications/changes to the existing plans/drawings must be made in writing or via email to constitute a Change Order. Said Change Order must be signed by both the Owner and Homebuilder. Only one signature or email confirmation from each respective party shall be necessary to execute a Change Order.

9. ***GENERAL CONDITIONS***

- a. Any changes or alterations of the plans or specifications required by any public body, inspector, or private or governmental agency shall constitute additional work whose cost will be borne by the Owner. Any inspections (engineering, compaction, soils testing, water testing, environmental, etc.) beyond county officials' oversight as required by a governing body shall be at additional cost.
- b. The Budget and Completion Date anticipate that, once the work has commenced, Homebuilder will have continuous access to the work site and will be able to perform its work in a continuous manner. Work stoppage and discontinuous work flow requested by Owner will create additional costs and, therefore, will result in a Change Order billing commensurate with the additional expenses occurred.
- c. All materials not specified in the Plans and Specifications shall be selected by Homebuilder from standard materials which meet the Scope of Work. Deviation from standard selections and installation is not included herein and will create an additional cost.
- d. Homebuilder shall be responsible for clearing out all items prior to commencement of construction, and dust control, debris removal, and clean up for the duration of the Project. This includes bi-weekly trash and litter clean up.
- e. Homebuilder will not warrant or provide a warranty for any items that are supplied by the Owner (or Owner's agents) and installed by Homebuilder.
- f. Homebuilder shall be responsible for furnishing of and payment for adequate power and water for the entire duration of work. Cost estimates are included in budget and will be billed as part of progress draws.
- g. Homebuilder shall obtain a Building Permit on behalf of the Owner, if required, and such other permits as may be required by the City of the Atlanta or other responsible municipal entity having authority over or oversight of the Project.
- h. Homebuilder shall not be responsible for damage to house due to an Act of God (i.e., floods, lightning, hail, high winds, etc.).
- i. Homebuilder shall deliver, handle, store and install materials in accordance with manufacturer's instructions.
- j. All materials and supplies furnished by Homebuilder and not incorporated into the Work, although in the Owner's custody at the Property, are and remain the property of Homebuilder until Project completion. Homebuilder has the continuing permission of the Owner to remove any extra materials and supplies within five (5) days after Project completion and any credits for returned materials will be reconciled in the final payment.

- k. In the case of a dispute on this Agreement, the non-prevailing party will be responsible for legal fees, court costs, and expenses incurred as a result of the dispute.
- l. The Project will be maintained in a safe condition and as sanitary as practical. Homebuilder assumes no responsibility for any injury incurred by other persons on the project site not associated with Homebuilder, its subcontractors or materialmen. Homebuilder will work with Owner in scheduling and prepping for tours and visits as necessary.
- m. The Owner agrees to allow Homebuilder to place a sign on the front of the premises for the purposes of identification while construction is in progress.
- n. Handling of regulated or hazardous building materials (i.e., asbestos, lead-based paint, etc.) is not included in this Agreement, unless noted otherwise in the Agreement.
- o. While every effort will be made to match existing materials, textures, colors, and planes, exact duplication is not assured.
- p. All workmanship shall conform to the guidelines found in the book Residential Construction Performance Guidelines for Professional Builders & Remodeler's, 5th edition, published by BuilderBooks, National Association of Home Builders, 2019. If an item is not covered in that publication, standard industry practice shall govern.
- q. All work performed by Homebuilder will be supervised by a designated representative, who may or may not be on site during the completion of the project.
- r. Owner agrees not to directly contract with any subcontractor or Homebuilder employee to perform any portion of the Scope of Work or any additional Change Order work.
- s. At completion of the Project, Homebuilder agrees to provide a walkthrough to the homebuyer, homebuyer's agent, and Owner representative to discuss major systems of the home and answer buyer questions.

10. WARRANTY.

Homebuilder warrants for one (1) year after the completion and sale of the Project to the Owner that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Agreement Documents; (2) the Work will be free from defects or faults; and (3) the Work will conform to the requirements of the Agreement. Upon receipt of written notice from Owner of any defect or fault, Homebuilder shall repair or replace, at its option, any materials or workmanship determined to be faulty or defective. Homebuilder's liability for any defective or faulty materials or workmanship is limited solely to repair or replacement, at Homebuilder's cost, of faulty or defective materials or workmanship. If Homebuilder defaults or neglects to carry out corrective work or warranty work in accordance with this Agreement and fails,

within three (3) days after receipt of written notice from Owner with respect to an Emergency Repair, or within thirty (30) days after receipt of written notice from Owner with respect to a non-Emergency Repair, to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies, correct such deficiencies, at Homebuilder's expense. As used herein, an "Emergency Repair" shall be deemed to mean a repair that, if not performed immediately, would result in imminent harm to persons or property. During the one (1) year period after the completion and sale of the Project, the Owner shall have the right to assign to a subsequent buyer the warranty set forth herein.

Homebuilder will provide subsequent buyer with written warranty and Homeowner Handbook published by the Greater Atlanta Home Builders Association, Inc.. Homebuilder will provide Owner with a copy of this warranty.

11. TRANSFER OF MANUFACTURERS' WARRANTIES.

All Manufacturer's Warranties issued in connection with any portion of the work to construct the Project shall be issued in Owner's name. Owner hereby grants Homebuilder a non-exclusive right to enforce any Manufacturer's Warranties on Owner's behalf.

12. NOTICE.

All notices by either party to the other, to have any validity, must be in writing, addressed to them at their respective addresses above (or such other address as set forth herein) and sent by certified mail return receipt requested, via electronic mail, or delivered by hand. The notice shall be deemed given on the date of delivery (or attempted delivery) by the postal authority or actual delivery by hand, as the case may be. If submitted via electronic mail, the notice, to be deemed received, must read in the subject line "NOTICE RE: 902 North Eugenia Place NW Atlanta, GA 30318".

13. EXCLUSIONS.

The Scope of Work to be performed *excludes* the following:

- a. Work made necessary by any unforeseen or concealed conditions, which includes but is not limited to structural damage, rotted plywood sheathing, etc. Homebuilder will contact Owner if any unforeseen or concealed conditions are encountered.
- b. Anything otherwise noted in the Scope of Work and Plans and Specifications as excluded.

14. REBATES.

Rebates are contingent upon achievement of targets as defined by the Home Energy Improvement Program administered by Georgia Power Company. Homebuilder will make every effort within the scope of the project to achieve those targets but does not guarantee the results.

15. TERMITE CONTROL.

Homebuilder shall provide Owner with a current Soil Treatment Certification/Bond from a licensed pest control company certifying that the property has been treated with a State of Georgia approved method of subterranean termite control.

16. WALK THROUGH.

Prior to final payment of the Contract Amount at completion of construction, Owner and Homebuilder shall inspect the Property (the "Walk Through") and execute a "Walk Through List" specifying the items that remain to be completed in the Project pursuant to the Plans and Specifications, as modified by any Change Orders or applicable law. Owner acknowledges that Homebuilder will make his best effort to complete all of the items specified in the agreed upon "Walk Through List" within ten (10) days after the Walk-Through. Homebuilder shall provide Owner with written notice when all items set forth on the Walk-Through List are complete, upon which the parties shall schedule a second Walk-Through to confirm such completion. In the event items of Work remain incomplete or if the parties identify additional items that remain to be completed in the Project, the process set forth in this Section 15 shall repeat until all items of the Work are complete. Upon completion of all items described on a Walk-Through List, Homebuilder shall receive final payment in accordance with Section 2 above.

17. INSPECTIONS.

If Homebuilder chooses to hire a private inspector, that inspector must be a IRC2000 (Previously CABO) Certified Inspector at the time of the inspection as well as: (1) Maintain all business licenses required by law; (2) Be a full-time professional inspector or professional engineer; (3) If not a professional engineer, be a member of either the American Society of Home Inspectors, Inc. or the Georgia Association of Home Inspectors; (4) Have general liability insurance in an amount of at least \$500,000.00; (5) have Workers Compensation coverage if required by law, and (6) Have professional liability insurance in any amount of at least \$500,000.00. Owner shall provide proof that the inspector meets these requirements and make arrangements with Homebuilder in advance for Homebuilder to be present at the inspection.

If the inspector concludes that there are any violations of applicable codes, Homebuilder and Owner will be notified, in written form, of the applicable codes, sections and subsections of the code that the inspector contends have been violated. In conducting said inspection, the inspector shall evaluate the property solely in accordance with IRC2000 Family Dwelling Guidelines. Owner and Homebuilder will agree on the specific inspector prior to his being retained.

18. DEFAULT.

- a. Owner's Right to Terminate for Cause. If Homebuilder materially breaches its obligations under this Agreement, Owner shall be entitled, after giving Homebuilder written notice of such breach and a ten (10) day period in which to substantially cure the breach, to terminate this Agreement in writing.
- b. Owner's Right to Terminate Without Cause. Owner may, at any time, terminate this Agreement for Owner's convenience and without cause on written notice to the Homebuilder. In the event Owner terminates this Agreement without cause, Owner shall reimburse Homebuilder for any actual Costs incurred for Work completed as of the termination date set forth in Owner's written notice.
- c. Builder's Rights. If Owner materially breaches its obligations under this Agreement,

Homebuilder, after giving Owner written notice of such breach and a thirty (30) day period in which to substantially cure such breach, shall be entitled to terminate this Agreement in writing. In the event the breach is of a nature which cannot be cured within said thirty (30) day period, Owner shall be granted an additional period to cure said breach, said additional period not to exceed an additional sixty (60) days. If Homebuilder decides to suspend its obligations, as condition precedent to Homebuilder's right to suspend its obligations, Homebuilder shall (a) provide written notice to Owner of such decision, and (b) ensure that the Project is left in a safe, secure and slightly condition, not subject to damage from weather or third parties. If Owner fails to cure the noticed breach within said 10-day period, Homebuilder shall be entitled to terminate this Agreement and, as Homebuilder's sole and exclusive remedy, upon twenty (20) days prior written notice, demand and receive payment for all completed Work and Costs for materials actually supplied and used (as evidenced by invoices and receipts for same provided to Owner), including Homebuilder's proportionate share of the OH/C Fee attributable to the completed Work. Owner's payment of such amount shall be delivered to Homebuilder and retained by Homebuilder as full liquidated damages and in lieu of any other claims or causes of action which may be available to Homeowner at law or in equity by reason of such default hereunder by Owner; the foregoing amount being agreed upon as liquidated damages by the parties hereto because of the difficulty of ascertaining the actual damages Homebuilder may suffer by reason of Owner's breach of this Agreement.

19. AGREEMENT CONDITIONS

By signing this Agreement, you represent and warrant that you are the Owner of the Property and are authorized to accept this Agreement and have the Scope of Work performed by Homebuilder as stated.

Your signing constitutes acceptance of this Agreement and forms our Agreement. The rights and obligations stated in this Agreement form the entirety of our agreement which supersedes all prior agreements or understandings.

All Agreements are contingent upon strikes, accidents or delays beyond our control. This Agreement is subject to acceptance within thirty (30) days and it is void thereafter at the option of the undersigned.

[Example Homebuilder, LLC]

By: _____
Name: _____
Title: _____

Date: _____

**OWNER'S ACCEPTANCE
OF AGREEMENT**

The above prices, Scope of Work, and other rights and duties stated in the Agreement are hereby accepted. [Example Homebuilder, LLC] is authorized to perform the Scope of Work. Payments will be made as specified above.

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

Scope of Work

Homebuilder is responsible for the following activities:

1. Project Budget: Homebuilder is responsible for developing the budget for the construction or renovation of each home. The budget should include hard costs, soft costs and any developer and general contractor fees.
2. Entitlements and Development Approvals: Homebuilder is responsible for obtaining permits or regulatory approvals for construction of the homes from the City of Atlanta. If rezoning is required, Owner will work with the Homebuilder to obtain rezoning approval.
3. Horizontal and Vertical Development: Homebuilder is responsible for the construction of all necessary off-site and on-site improvements including, but not limited to, all required site infrastructure, homes and landscaping. The Homebuilder is responsible for the management, direction, design, integration, scheduling, control, review and approval of all subcontract work and services, and will be required to comply with all applicable city of Atlanta, State of Georgia and federal laws, regulations, and guidance, and for obtaining Certificates of Occupancy for each of the units. Specific responsibilities include:
 - a. In consultation with Owner, select the house plan and architect to be utilized for the project.
 - b. Coordinate site activities and logistics with Owner for all construction-related activities throughout project duration.
 - c. Identify and maintain a team comprised of a project manager, superintendent, and support staff as required to successfully complete the project.
 - d. Negotiate all necessary contracts and subcontracts related to construction of the homes.
 - e. Provide all mobilization necessary for satisfactory completion of the project.
 - f. Select finishes and building materials that are durable and of good quality that are consistent with market-driven finishes and comparable to newly renovated or constructed homes in the local market area.
 - g. Secure all interior construction work areas and to protect equipment and finished work during the construction period.
 - h. Remain accountable for the quality, accuracy, and timeliness of project.
 - i. Submit monthly draw request forms with applicable receipts and invoices for Owner's review and submittal to lender.
4. Design Review: Homebuilder is responsible for working with Owner to review design and specifications through each phase of the selection process to ensure alignment with Owner goals above.
5. Design and Material Durability: Homebuilder is responsible for reviewing with Owner how its concept and final design ensures long-term affordability for the purchaser.

6. Sales and Marketing: Owner will work with the Homebuilder to establish the target sales price for each home to ensure affordability for families below identified income limits. Owner will lead the marketing efforts and identification of qualified potential applicants to purchase the units. It is Owner's intent to have pre-qualified homebuyers identified prior to completion of each home.

EXHIBIT B

[Property Address] Plans and
Specifications

EXHIBIT "C"

[Property Address] Budget

EXHIBIT "D"

[Property Address] Master Draw Sheet

EXHIBIT "E"

Note