

RIGHT OF WAY NEGOTIATION SERVICES AGREEMENT

This **RIGHT OF WAY NEGOTIATION SERVICES AGREEMENT** ("Agreement") is made and entered into this ___ day of _____, 2016, by and between Jarrard & Davis, LLP, a Georgia limited liability partnership having its principal place of business at 105 Pilgrim Village Drive, Suite 200, Cumming, GA 30040 (hereinafter referred to as the "Firm") and BM&K Construction, Inc., a Georgia corporation having its principal place of business at 2806 Roller Mill Drive, Jefferson, GA, 30549 (hereinafter referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Firm desires to engage the Contractor to render right of way negotiation services in connection with the Firm's provision of legal services to Newton County, Georgia (the "County"); and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit "A" – Scope of Services
- Exhibit "B" – Insurance Certificate
- Exhibit "C" – Subcontractor Affidavit

Section 2. The Work.

A. General Description. The Work to be completed under this Agreement (the "Work") consists of all right of way negotiation services reasonably required for Project Number PI 12646, Parcels 1-5 and 7-20 (19 parcels total). Some details necessary for proper execution and completion of the Work may not be specifically described in this Agreement, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

B. Specific Duties. The Work shall include all usual and customary right of way negotiation services, including without limitation the services set forth at Exhibit A. Work shall be performed and charges incurred only after approval by the Firm.

Section 3. Contract Term; Termination. Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before Certification deadline for right of way acquisition as determined by the Georgia Department of Transportation (provided that certain obligations will survive termination/expiration of this Agreement). Firm may terminate this Agreement for convenience at any time upon written notice thereof to Consultant. Provided that no damages are due to Firm for Consultant's breach of this Agreement, Firm shall pay Consultant for Work performed to date in accordance with Section 4 herein.

Section 4. Compensation and Method of Payment.

A. Work. Consultant shall be compensated for Work performed according to the following per-unit prices:

WORK	FEE
Work (hourly rate unless otherwise specified)	\$80.00/hour
Specific Flat-fee Negotiation Services	
• Offers	\$1,300.00 flat fee
• Relocation Offers	\$1,200.00 flat fee
• Driveway Easements	\$1,000.00 flat fee
• Administrative/Condemnation Appeals	\$1,200.00 flat fee

B. Costs. Consultant shall be compensated for costs incurred for procuring appraisals and cost-to-cure estimates according to the following per-unit prices:

COST	FEE
388 C Appraisal	\$1,000.00/parcel
388 N Appraisal – Residential Property	\$2,500.00/parcel
388 N Appraisal – Commercial Property	\$3,500.00/parcel
Appraisal Review	\$700.00/parcel
CTC- Fencing	\$1,000.00/parcel
CTC-Parking	\$1,300.00/parcel
CTC-Parking Pad Turn Around	\$1,200.00/parcel
Septic Analysis	\$800.00/parcel
Septic CTC	\$1,200.00/parcel
Signs	\$700.00/parcel

Costs other than those specifically listed above shall be approved by Firm before being incurred by Consultant. Consultant may not charge as a cost any insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, incidental or support services, or any other miscellaneous items, as such general overhead and costs shall be part of Consultant's fees for Work.

C. Payment. Firm agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by Firm that the Work was actually performed and costs actually incurred in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon Firm's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents required by the Agreement or requested by Firm to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

Section 5. Covenants of Consultant.

A. Licenses, Certification and Permits. Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to

perform the Work contracted for under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Consultant; Firm's Reliance on the Work. Consultant acknowledges and agrees that Firm does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, Firm bears no responsibility for Consultant's Work performed under this Agreement. Firm will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant acknowledges and agrees that the acceptance or approval of Work by Firm is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards.

C. Consultant's Reliance on Submissions by Firm. In performing the Work, Consultant is entitled to rely upon information provided by Firm, but Consultant shall provide immediate written notice to Firm if Consultant knows or reasonably should know that any information provided by Firm is erroneous, inconsistent, or otherwise problematic.

D. Consultant's Representative; Meetings. Mickie McJunkin shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Consultant shall meet with Firm's personnel or designated representatives to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the Firm.

E. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the Firm.

F. Responsibility of Consultant and Indemnification of Firm. Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or Firm on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless Firm and Firm's partners and employees (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any of its subcontractors, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of Firm. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring and payment of consultants, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and

all other regulations governing such matters. Any provisions of this Agreement that may appear to give Firm the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of Firm with regard to the results of such services only. Inasmuch as Firm and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Consultant agrees not to represent itself as Firm's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of Firm without the express knowledge and prior written consent of Firm.

H. Insurance. Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the Firm, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Consultant shall also ensure that any of its subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. Consultant shall provide written notice to Firm at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage, and shall require the same notice to the Firm in all subcontractor contracts.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.

Consultant shall attest to its compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the execution of a subcontractor affidavit, the form of which is attached hereto as **Exhibit "C"**. Consultant shall retain all documents and records of its verification process for a period of five (5) years following completion of this Agreement. Furthermore, Consultant agrees that the employee-number category designated below is applicable to it. [DESIGNATE/MARK APPROPRIATE CATEGORY]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any sub-subcontractor(s) in connection with this Agreement, Consultant shall impose equivalent contractual terms requiring compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

J. Confidentiality. Consultant acknowledges that it may receive confidential information of Firm and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information.

K. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

L. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of Firm, and Firm shall be entitled to full access and copies of all Materials in the form prescribed by Firm. Any and all copyrightable subject matter in all Materials is hereby assigned to Firm, and Consultant agrees to

execute any additional documents that may be necessary to evidence such assignment.

M. Nondiscrimination. During the performance of this Agreement, the Consultant agrees as follows:

1. **Compliance with Regulations.** The Consultant shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination.** The Consultant, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of employees or subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by the Consultant for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Firm, the County, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Firm, the County, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.
5. **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscriminatory provision of this Agreement, the Firm or the County shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Consultant under this Agreement until Consultant complies; and/or
 - (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

Section 6. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, or the U.S. District Court for the Northern District of Georgia, and Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with Newton County, unless Consultant provides evidence that no such license is required. Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders, including, but not limited to, any applicable records retention requirements, Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*), and, where applicable, legal requirements and guidelines pertaining to federal-aid projects, including relocation services.

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Consultant represents that it has reviewed and become familiar with this Agreement. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

IN WITNESS WHEREOF, Firm and Consultant have executed this Agreement, effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT: BM&K CONSTRUCTION, INC. ^{P.C.} 

Signature: _____

Print Name: _____

Title: [CIRCLE ONE]
President/Vice President

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: _____

Print Name: _____

Title: Secretary
(Assistant) Corporate Secretary

JARRARD & DAVIS, LLP

By: _____

Print Name: _____

Title: _____

Attest:

Signature: _____

Print Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

General Services:

General services include, but are not limited to the following:

- A. Coordination with the Firm and/or Newton County and its consultants including but not limited to attending meetings, preparing status reports, invoicing, reviewing plans, titles and property lines, requesting preliminary title reports, and preparing any additional Firm- or County-required forms and documents.
- B. Pre-Acquisition services, including
 - i. Scheduling and conducting a property owners meeting in coordination with the Firm and County.
 - ii. Preparation of a preliminary right of way cost estimate.
 - iii. Conducting a field inspection with Firm, County and/or GDOT representatives.
- C. Post-Acquisition services, including
 - i. Completion of project management issues and certification of the project.

Appraisals:

Appraisal services are those required to determine the market value of the unencumbered fee simple interests, easements and any other interests in the part taken plus any consequential damages, offset to the extent of special benefits in accordance with state law. The Consultant shall attend periodic meetings with the Firm and/or Newton County regarding the status of the appraisal tasks. The services to be performed by the Consultant or its subcontract may include, but are not limited to the following:

- A. Land Sales Databook. Preparation of Land Sales Databook to include land sales of similar type properties to those affected by the subject project. Provide adequate documented land sales in each affected category to indicate a reasonable value range. Land categories include the following:
 1. Detached residential lots
 2. Detached residential acreage
 3. Attached lots
 4. Unimproved detached land
 5. Commercial sites, 1-2 acres
 6. Commercial acreage, 3 acres and above
 7. Office
 8. Industrial
- B. Self-Contained Appraisals. Appraise the market value of the unencumbered fee simple interests, easements and any other interests in the parcels taken plus any consequential damages (if applicable), offset to the extent of special benefits, in accordance with state law. The appraisals shall be prepared in conformance with state regulations and the appraisals will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and in accordance with the Code of Ethics of the Appraisal Institute. Appraisers must be approved by Firm and County, and also by GDOT when required for a particular project.
- C. Cost to Cure. To the extent not covered in a self-contained appraisal, perform or obtain via a subcontractor cost-to-cure reports for fencing, parking, septic, signs and other appurtenances on properties.

Negotiation:

Negotiation services are for the acquisition of right of way and easements for the project. The services to be performed by the Consultant may include, but are not limited to the following:

A. Preparation of a Negotiation Package

Upon receipt of approved appraisals or cost estimate/data book from the Firm or Newton County, the Consultant shall prepare negotiation packages for owners to include the following:

1. Brochure entitled "What Happens When Your Property Is Needed for a Transportation Facility"
2. Receipt for Brochure
3. Offer Letter
4. Option & Plats
5. Statement of Estimated Values
6. Letter of Availability of Incidental Payments
7. Copies of plans with right-of-way and easements highlighted

B. Negotiation Activity

The Consultant should make all offers to purchase the required right of way and/or easements along with any other required payments to owners, tenants, or other parties having an approved monetary interest. All offers and benefits will be explained in detail and negotiation activities will be conducted in accordance with federal guidelines. Negotiation Activity shall include the following:

1. All owners should be contacted in person, if possible, at a time and place convenient to the owner. There shall be a sufficient number of personal contacts with each owner, in an attempt to secure a property settlement through negotiations, unless it is clearly apparent that continued negotiations would be unproductive.
2. The Consultant shall provide and explain to owners appropriate right of way plan sheet(s), cross-sections, driveway profiles and other construction information as requested by owners.
3. The Consultant will NOT provide owners with Appraisals under any circumstance, unless the Firm or Newton County gives permission.
4. Review and confirm with owner the accuracy of all information stipulated in the Preliminary Title Report.
5. If a settlement is reached at the offer amount, the Consultant will submit an option to the County for approval. If a counter offer is submitted by a property owner, Consultant will provide the necessary written justification for all approved settlements to designated official with the County. Under no circumstances will the Consultant have the authority to accept a settlement on behalf of the County, either monetarily or contractually.
6. Once an approved option is obtained, Consultant must submit the approved option along with all required supporting documentation to the County.
7. If a negotiated settlement cannot be reached, the Consultant shall:
 - a) Mail a certified 10-day letter regarding condemnation to owner.
 - b) Transmit a clean and concise parcel file along with all required supporting documentation to the County.

C. Negotiation Record

The Consultant shall prepare and maintain a legible negotiation record on each property interest on which negotiation was attempted. The record should include the following:

- 1. Dates of negotiation or contact**
- 2. Place of contact**
- 3. Persons present**
- 4. Offers made**
- 5. Explanation of Right of Way and Construction plans**
- 6. Counter-offers and recommendations regarding those counter-offers**
- 7. Reasons why settlements could not be reached (if required)**
- 8. Feedback and concerns from the property owner**
- 9. Description of title problems and how they were solved (if required)**
- 10. Signature of the negotiator for settled interests**
- 11. Any other data pertinent to the negotiations**
- 12. All related correspondence and reports in connection with and incidental to the parcel**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603 INSURED BM&K, PC PO Box 878 Braselton GA 30517	CONTACT NAME: Dawn Whitehead PHONE (A/C, No, Ext): (706) 543-2575 FAX (A/C, No): (706) 543-4847 E-MAIL ADDRESS: dawn@chastain-assoc.com INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co NAIC # 12572 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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COVERAGES CERTIFICATE NUMBER: CL1681821187 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER: _____		8223378600	7/15/2016	7/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR/PROJ) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		8223378600	7/15/2016	7/15/2017	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		8223378600	7/15/2016	7/15/2017	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Jarrard & Davis, LLP 105 Pilgrim Village Drive Ste. 200 Cumming, GA 30040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chas Chastain/DAWN <i>[Signature]</i>
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EXHIBIT "C"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with Jarrard & Davis, LLP (the contractor) on behalf of Newton County, Georgia 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

222350
Federal Work Authorization User Identification Number

6-17-2009
Date of Authorization

BINK, P.C
Name of Subcontractor

Project Number PI 12646
Name of Project

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 8-17, 2016 in _____ (city), _____ (state).

[Signature]
Signature of Authorized Officer or Agent

Donald O. Clancy, Jr., President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17 DAY OF

August, 2016
[Signature]
NOTARY PUBLIC

[NOTARY SEAL

My Commission Expires:

5-23-18

