



## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Sara Leaders, PE, Public Works Director  
**DATE:** Submitted on July 21, 2025, for the August 4, 2025, Regular City Council Meeting

DocuSigned by:  
*Sara Leaders*  
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**AGENDA ITEM:** Approval of a Professional Services Agreement between the City of Milton and PECGA LLC dba Palmer Engineering Company for a structural condition assessment of the historic McConnell-Chadwick House.

### SUMMARY:

The McConnell-Chadwick house, located at 13695 Arnold Mill Rd, was donated to the City in January 2025 with the intention of preserving this historic structure. In 2023, the Georgia Trust for Historic Preservation recognized the McConnell-Chadwick House as one of its "Places in Peril" which seeks to identify and preserve historic sites.

Earlier this year, contractors completed the first step in preserving the house by covering the exterior of the house where windows and siding were absent. This prevented further water intrusion to help maintain the structure's current condition.

The next phase involves assessing the structural integrity of the house. This contract would engage Palmer Engineering to conduct a structural condition assessment and to develop plans for implementing necessary stabilization measures. These plans will serve as the basis for procuring a contractor to complete the recommended structural repairs.

### FUNDING AND FINANCIAL IMPACT:

A total of \$220,000 was budgeted in the Capital Projects Fund to support this initial phase of work, including stabilization efforts to prevent further deterioration and to provide matching funds for future grant opportunities. While additional grant funding may be pursued after this assessment is complete, certain repairs may need to move forward sooner if deemed critical to preserving the structure.

### ALTERNATIVES:

If this contract is not approved, the City will not have structural information needed to plan and permit stabilization work, pursue grant funding, or prevent further deterioration of the structure.

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**PROCUREMENT SUMMARY (if applicable)**

**Purchasing method used:** Professional Services  
**Account Number:** 300-1565-541200000  
**Requisition Total:** \$5,550.00

**REVIEW & APPROVALS:**

**Financial Review:** Bernadette Harvill, Deputy City Manager – July 28, 2025

**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – July 21, 2025

**Concurrent Review:** Steven Krokoff, City Manager –

DocuSigned by:

*Bernadette Harvill*

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DocuSigned by:

*Steven Krokoff*

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**ATTACHMENT(S):**

PSA – Structural Condition Assessment – McConnell Chadwick House

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**PROFESSIONAL SERVICES AGREEMENT – SHORT FORM  
Structural Condition Assessment – McConnell Chadwick House**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the “City”), and **PECGA LLC dba PALMER ENGINEERING COMPANY**, a Georgia limited liability company, having its principal place of business at 3585 Habersham at Northlake, Building N, Tucker, GA 30084 (herein after referred to as the “Consultant”), collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, City desires to retain a consultant to provide services in the completion of a Project (defined below); 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, the public purposes, and the acknowledgements and agreements 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 Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

**Exhibit “A”** – Scope of Work

**Exhibit “B”** – Insurance Certificate

**Exhibit “C”** – Contractor Affidavit

**Exhibit “D”** – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

**Section 2. The Work.** A general description of the Project is as follows: professional engineering services to provide a structural condition assessment of the historic McConnell Chadwick House located at 13705 Arnold Mill Rd in Milton, Georgia. (the “Project”). The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit “A”**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit “A”**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, 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.

**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, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, within ninety (90) days from the Notice to Proceed issued by the City (provided that certain obligations will survive termination/expiration of this Agreement). City may terminate this Agreement for convenience at any time upon providing written notice thereof to Consultant. Provided that no damages are due to City for Consultant’s breach of this Agreement, City shall pay Consultant for Work performed to date in accordance with Section 5 herein.

**Section 4. Work Changes.** Any changes to the Work requiring an increase in the Maximum Contract Price (defined below) shall require a written change order executed by the City in accordance with its purchasing regulations.

**Section 5. Compensation and Method of Payment.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **SEVEN THOUSAND AND 00/100 DOLLARS** (\$7,000.00) (the "Maximum Contract Price"), except as outlined in Section 4 above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Maximum Contract Price includes \$5,400.00 for site visit and stabilization plans, \$150.00 for travel and reimbursable expenses, and \$1,450.00 for miscellaneous allowance for additional work based on the hourly rates provided in Exhibit "A". The compensation for Work performed shall be based upon a lump sum fee. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City 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 City'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 City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

**Section 6. 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; City's Reliance on the Work.** Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. City 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 City 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 City.** Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

**D. Consultant's Representative; Meetings.** Eric Hagberg [INSERT NAME] 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 City'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 City.

**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 City.

**F. Responsibility of Consultant and Indemnification of City.** 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 City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers

(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 subcontractor, 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 only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. 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 City. 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 City 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 City with regard to the results of such services only. Inasmuch as City 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 City’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 City without the express knowledge and prior written consent of City.

**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 City, as shown on **Exhibit “B”**, attached hereto and incorporated herein by reference. Consultant shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the City, Consultant shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Consultant’s Work and that the City and its officials, employees or agents are named as additional insureds.

**I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits “C” and “D”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant’s subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “C”**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as

**Exhibit “D”**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[CHECK ONE]**

- 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 subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

**J. Ethics Code; Conflict of Interest.** Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

**K. Confidentiality.** Consultant acknowledges that it may receive confidential information of City 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.

**L. 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.

**M. 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 City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

**N. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**O. Consultants Assisting with Procurement.** As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

**Section 7. 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 Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with the City, 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 federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

**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. Waiver; Sovereign Immunity.** No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.

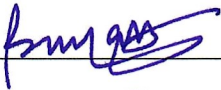
**F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability.** Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. The Parties agree that, if an ambiguity or question of intent 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. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CONSULTANT: PECGA LLC dba PALMER ENGINEERING COMPANY**

Signature: 

Print Name: BAKU PATEL PE

Title: [CIRCLE ONE] PRESIDENT

Member/Manager (LLC)

[CORPORATE SEAL]  
(required if corporation)

**Attest/Witness:**

Signature: 

Print Name: Alexandra Evraets

Title: Office Administrator  
(Assistant) Corporate Secretary (required if corporation)

**CITY OF MILTON, GEORGIA**

By: Peyton Jamison, Mayor

[CITY SEAL]

**Attest:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: City Clerk

**Approved as to form:**

 7/28/2025  
City Attorney Date

**EXHIBIT "A"**



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July 14, 2025

David Bergmaier  
City of Milton Georgia  
2006 Heritage Walk  
Milton, Georgia, 30004

David,

Thank you for the opportunity to provide this proposal to provide a structural condition assessment for this historic structure. Per your email and the photos you provided, following is our understanding of our scope of services:

- The building is located in the city of Milton, Georgia.
- The structure consists of a historic wood and stone masonry. The structure is a one and two-story building.
- We will perform site visit to the site to gather information to assess the existing conditions. This would be a one-day site visit. Access to the interior and crawlspaces will be necessary for us to do a thorough assessment.
- We will develop plans and details to implement structural stabilization. These stabilization methods will be designed in a way that they can be reversed if the stabilization is temporary in nature.
- A written report of condition assessment is not part of this scope.

Following are our proposed fees:

Site visit and stabilization plans: **\$5,400.00**

Travel and expenses: **\$150.00**

Our hourly rates for any additional work beyond what is noted in the scope above, including multiple changes to the plans, value engineering and Construction Administration are **\$275.00** per hour for the principal, **\$250.00** for Senior Associate, and **\$165.00/ \$150.00** per hour for Project Engineer. Standard reimbursable expenses including travel charges, printing and plotting charges, courier and delivery charges associated with additional services will be billed at 1.15 times the actual costs.

We appreciate your decision to consult Palmer Engineering Company for structural expertise. Also, please do not hesitate to call me if you have any questions regarding the proposed fee structure or if I can help you with anything else.

Sincerely,

PALMER ENGINEERING COMPANY

ACCEPTED BY:

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DATE: \_\_\_\_\_

Eric Hagberg, PE, SE

**EXHIBIT "B"**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. P.O. Box 71628 Albany GA 31708-1628	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 229-888-2040		<b>FAX (A/C, No):</b> 229-435-3036
	<b>E-MAIL ADDRESS:</b> ServiceCenter@dhtins.com		
<b>INSURED</b> PALMENG-01 PECGA LLC dba Palmer Engineering Company 3585 Habersham at Northlake Building N Tucker GA 30084	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Hartford Underwriters Insurance Company		30104
	<b>INSURER B :</b> Hartford Accident And Indemnity Company		22357
	<b>INSURER C :</b> United States Liability Insurance (USLI)		25895
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 1345716840 **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 INSD	SUBR 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	20SBABA9D7S	5/2/2025	5/2/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20SBABA9D7S	5/2/2025	5/2/2026	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBABA9D7S	5/2/2025	5/2/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20WECAA7YUB	5/2/2025	5/2/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Employment Practices Liability			EPL1569093F	5/2/2025	5/2/2026	Per Claim Aggregate Retention	1,000,000 1,000,000 1,000

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

\*\*\*See Attached Forms\*\*\*

All: GA Insurance Commissioner's bulletin re: Certificates of Insurance in Georgia

GL: Additional Insured when required by contract per form SL3032 0621

GL: Waiver of Subrogation when required by contract per form SL0000 1018

GL: Primary and Non-Contributory Insurance when required by contract per form SL0000 1018

UMB: Additional Insured when required by contract per form SU0002 1018

Contract: Energy Planning Activities for Facilities

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Milton  
 2006 Heritage Walk  
 Milton GA 30004

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

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED PECGA LLC dba Palmer Engineering Company 3585 Habersham at Northlake Building N Tucker GA 30084	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

\*\*See Attached Forms\*\*



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 7. Transfer Of Rights Of Recovery Against Others To Us

### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



## BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

### UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

**A.** The following is added to Paragraph 2. of Section C. **WHO IS AN INSURED:**

- a.** Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d.** The insurance afforded to such "insured" only applies to the extent permitted by law.



## **BULLETIN 24-EX-4**

TO: ALL INSURANCE AGENTS WRITING BUSINESS IN THE STATE OF  
GEORGIA

FROM: JOHN F. KING  
INSURANCE AND SAFETY FIRE COMMISSIONER

DATE: MARCH 14, 2024

RE: FREQUENTLY ASKED QUESTIONS REGARDING CERTIFICATES OF  
INSURANCE IN GEORGIA

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This Bulletin is issued by the Office of the Commissioner of Insurance and Safety-Fire to stand in place of and supersede Bulletin 23-EX-9.

This document is designed to provide the public with information regarding certificates of insurance. Basic questions about certificates are addressed and the process for filing complaints is explained. All information contained herein is merely informal persuasive authority, is not law, and is not binding on OCI. Nothing contained herein shall be construed by any person or entity as an approval of any certificate of insurance by OCI.

### **What is a certificate of insurance?**

A certificate of insurance provides a synopsis of coverage under an insurance policy as it exists at the time the certificate is issued. A certificate is not an insurance policy and cannot be used to alter or expand coverage. The statutory definition of “certificate of insurance” is: “‘Certificate’ or ‘certificate of insurance’ means any document or instrument, no matter how titled or described, which is prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage. ‘Certificate’ or ‘certificate of insurance’ shall not include a policy of insurance or insurance binder, including any policy of insurance which may be referred to as a certificate, or any insurance information card of identification card issued in conjunction with a motor vehicle insurance policy.”

### **What are the requirements for the certificate forms?**

Certificates must be issued on ACORD or ISO forms or on other forms specifically approved by the Insurance Commissioner’s Office. Certificate forms cannot be altered. They must contain the following or similar disclaimer language: “This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein.”

## **What is the Insurance Commissioner's regulatory authority?**

The Insurance Commissioner's regulatory authority applies not only to insurance agents and insurance companies but also to entities requesting certificates of insurance, certificate monitoring companies, certificate compliance companies, certificate holders, individuals, partnerships, corporations, associations, or other legal entities, including any government or governmental subdivision or agency.

### **Applicability Status**

The certificates law and regulations apply to all certificate holders, those who request that certificates be issued, policyholders, insurers, insurance producers, certificate monitoring companies, certificate compliance companies, anyone acting on behalf of a certificate holder, and certificate of insurance forms issued as evidence of insurance coverage on property, operations, or risks located in this state, regardless of where the person requesting the issuance of a certificate, the certificate holder, policyholder, insurer, or insurance producer is located.

### **Prohibited Practices and Violations**

It is a violation of the law to provide a certificate on an unapproved or altered form or to include information on a certificate that purports to alter or expand coverage. It is also a violation of the law to request such a certificate.

Examples of improper requests and improper completion of certificates include (but are not limited to) the following:

1. Use of a Form that has not been filed with and approved by the Insurance Commissioner's Office;
2. Use of an edition of an ACORD or ISO form other than the current approved editions;
3. Use of a form called something other than a "Certificate of insurance" as a means of evading the requirements of the law (the same rules apply however the form is titled);
4. Use of a form that certifies that insurance coverage complies with the provisions of the insured's contract with the certificate holder;
5. Alteration of an approved form;
6. Language on a certificate that purports to, affirmatively or negatively amend, extend, modify or alter coverage in any way;
7. Language on a certificate that purports to affirmatively or negatively determine an outcome;
8. Utilizing a third party website or non-approved form to answer coverage questions;
9. Requiring that a summary of a policy provision be added to the certificate which varies from the precise and complete language of the provision;
10. Use of the description of operations box on the ACORD25 form in any manner inconsistent with the provisions of statute or regulation. In particular, the prohibition against summarizing policy language (see bullet point above) applies to the description of operations box as well as other sections of the certificate. Reference to policy provisions in the operations box are permitted (by the form's exact title, form number, and edition date) and copies of the provisions can be attached.
11. Requesting or issuing a certificate which appears to convey or substantiate insurance coverage which does not exist under the policy for which the certificate is being issued.

12. Requesting or issuing a certificate to include construction or service contract language other than project identifying information.
13. Requesting an agent to issue an opinion or document in addition to or in lieu of a certificate other than an actual copy of the insurance policy, insurance binder, or relevant policy provisions to demonstrate contractual compliance.

## **Frequently Asked Questions**

### **1. What are the penalties for violating Georgia certificate of insurance requirements?**

The possible penalties for noncompliance include cease and desist orders, injunctive relief, administrative penalties, civil penalties of up to \$5,000 for each infraction, or any combination of these actions. *See generally*, O.C.G.A. §§ 33-24-19.1(n); (o); 33-2-24. These penalties can apply to certificate holders, certificate monitoring companies, agents, insurers, those who request certificates on a holders' behalf, and any entities defined under O.C.G.A. § 33-24-19.1(a)(5).

### **2. May any party request language be placed on a Certificate of Insurance that affirmatively or negatively purports to amend, extend, or alter the coverage afforded by the policy to which the Certificate of Insurance makes reference?**

No, language may not be requested or included on a certificate that expresses a coverage determination. A certificate of insurance shall not confer to a certificate holder new or additional rights beyond what the referenced policy expressly provides. Examples of language violations that express a coverage determination include, but are not limited to:

- “The policy **WILL BE** Primary Non-Contributory”
- “Subcontracted work **IS NOT** Excluded.”
- “Umbrella Liability Coverage **IS** follow form”
- “Company XYZ, their employees, clients and any other related parties **ARE** additional insureds and coverage **WILL BE** extended.”

*See Rules and Regulations, Rule 120-2-103.07 “Prohibited Practices” as set forth in 33-24-19.1(f), (g), (k)*

### **3. May a certificate holder require that a certificate of insurance include a broad statement that there are no limitations or exclusions for a specific exposure?**

No. A certificate cannot say anything that is not the same as what is stated in the insurance policy. A statement such as “there are no limitations or exclusions for residential construction exposure” would have to be stated exactly like that in the policy to be added to certificate.

No certificate filed with OCI can say more than what's in the related policy, pursuant to O.C.G.A. § 33-24-19.1(j). However, a certificate holder may ask the agent whether the policy contains specific language or a specific exclusion or may request a copy of the policy.

### **4. In addition to providing a Certificate of Insurance, what other documents and/or forms is an agent allowed to provide to a certificate holder?**

In addition to a certificate of insurance or any other form that is approved by the Commissioner of Insurance, an agent may provide copies of the actual policy coverage forms or endorsements in order for a certificate holder to verify coverage. However, it is a violation for any party to request

or provide any form, document, or other method that is not filed and approved by the Commissioner of Insurance.

Examples violations include:

- An Affidavit, whether physical or electronic, attesting to coverage.
- A Supplemental Questionnaire, whether physical or electronic, attesting to coverage.
- Utilizing a third-party website or electronic form to answer questions on coverage.
- Providing a summary or interpretation of coverage whether written or oral.

*See Rules and Regulations, Rule 120-2-103.07 “Prohibited Practices” (3) as set forth in 33-24-19.1(p), (3)*

- 5. May the Acord 101 form be used to include additional information that is not permitted on the Acord 25 form, such as reference to insurance requirements of another contract, additional parties to be included as Additional Insured, specific exclusions, etc.?**

No. The Acord 101 is considered a Schedule to the Acord 25 and cannot say anything that is not the same as what is stated in the insurance policy.

- 6. Does Georgia law apply to all certificate holders including certificate monitoring companies, certificate compliance companies, or any other person or entity engaging on behalf of a certificate holder?**

Yes, the certificate law and all applicable penalties apply to all parties involved with Georgia insurance consumers including certificate monitoring companies and certificate compliance companies. O.C.G.A § 33-24-19.1(a)(2) defines “Certificate Holder” as any person other than the policy holder that requests, obtains, or possesses a certificate of insurance.

- 7. When is the Georgia Certificate of Insurance statute applicable?**

The Georgia certificate of insurance law is applicable when a certificate or evidence of insurance is in reference to coverages on property, operations, or risks located in the state of Georgia. *See O.C.G.A. § 33-24-19.1(i)*

## **Complaints**

Any complaints regarding violations of Georgia’s Certificate of Insurance law can be made through the [Consumer Portal](#) on the Insurance Commissioner’s website.



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JOHN F. KING  
INSURANCE AND SAFETY FIRE COMMISSIONER  
STATE OF GEORGIA



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises;
  - (b) In the performance of your ongoing operations performed by you or on your behalf; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

EXHIBIT "C"

STATE OF Georgia  
COUNTY OF DeKalb

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 the City of Milton, 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 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:

397500  
Federal Work Authorization User Identification  
Number

3/3/2011  
Date of Authorization

PECGA LLC dba Palmer Engineering Company  
Name of Contractor

Structural Condition Assessment – McConnell  
Chadwick House  
Name of Project

City of Milton, Georgia  
Name of Public Employer

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

Executed on July 25<sup>th</sup>, 2025 in  
Tucker (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

BAKUL PATEL, PE President  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 25<sup>th</sup> DAY OF  
July, 2025.

[Signature]  
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:

October 08, 2028

**EXHIBIT "D"**

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 PECGA LLC dba Palmer Engineering Company on behalf of the City of Milton, 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:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

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

Executed on \_\_\_\_\_, 20\_\_ in  
\_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

Structural Condition Assessment – McConnell  
Chadwick House  
Name of Project

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.

City of Milton, Georgia  
Name of Public Employer

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_