

Routine Maintenance (“Additional Work”) and for such additional compensation to Contractor as Contractor and Lowndes County may agree. Such additional Water Tank Work shall be a part of the Tank Maintenance Services, and be performed in accordance with this Agreement including without limitation the Specifications.

8. Default. In case of failure by Contractor (including its subcontractors) to deliver goods, labor, or services in accordance with this Agreement’s terms and conditions, Lowndes County, after due notice to Contractor, may procure them from other sources and hold Contractor liable for any resulting additional purchase and administrative costs to Lowndes County. This remedy shall be in addition to any other remedies that Lowndes County may have whether under this Agreement or at law.

9. Insurance. Contractor shall procure and maintain at its expense at all times during the term(s) of this Agreement the following minimum insurance coverages:

a. Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws and with a minimum limit of \$100,000.00 per claim.

b. Comprehensive General Liability, Contractual Liability, Products/Completed Operations Liability, and Personal Injury Liability Insurance covering all operations required to complete the Tank Maintenance Services, including coverage for damage caused by explosion, collapse or structural injury, and damage to underground utilities with the following minimum limits of liability:

i. \$3,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability – each occurrence.

ii. \$5,000,000.00 Combined Single Limit Bodily and Property Damage Liability – aggregate

Products/Completed Operations Liability Insurance shall be provided for a period of at least three (3) years after completion of all Tank Maintenance Services.

c. Pollution Control Liability Insurance with the following minimum limits of liability of \$5,000,000 per occurrence.

d. Contractual Liability Insurance Coverage insuring the performance of the contractual obligations assumed by the Contractor by acceptance of this Agreement, including specifically, but without limitation thereto, the Tank Maintenance Services, included herein.

All such insurance shall be on an “occurrence basis”, be project specific coverage, and be provided by an insurance company(ies) with AM Best rating of A- or better. Insurance coverages required of Contractor shall not have a deductible or self-retention in excess of \$10,000 per insurance policy. All such insurance shall provide that Lowndes County be given thirty (30) days prior written notice by the insurance provider of any modification, revocation, cancellation, or non-renewal of any such insurance.

Contractor shall not begin the Tank Maintenance Services under this Agreement until all such insurance is in place and has been approved by Lowndes County. Contractor shall