

ARTICLE III TERM OF AGREEMENT AND TIME OF PERFORMANCE

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue through December 31, 2040 unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

ARTICLE IV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

ARTICLE V INSURANCE

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

is self-insured and all claims against LOCAL GOVERNMENT will be handled through

OR

shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration