

agreement against the other party hereto shall not in any way be affected or impaired thereby.

- 26. WAIVER OF JURY TRIAL.** TO THE EXTENT AUTHORIZED BY GEORGIA LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF.
- 27. Binding Agreement.** This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.
- 28. Right-of-Way Agreements.** To the extent possible, the County will assist WIN in securing any easements or right-of-way agreements necessary for the Project in an efficient and timely manner, and at a commercially reasonable cost. County hereby grants to WIN the right to enter upon any County rights-of-way or easements necessary to complete the Project.
- 29. Insurance.** WIN shall maintain, at its sole cost and expense, the following insurance coverages with respect to the Project:
- a. Workers' compensation insurance in such amounts as may be required by Georgia law;
 - b. General liability insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the County as an additional insured;
 - c. Automobile/motor vehicle liability insurance in the total amount of at least One Million Dollars (\$1,000,000.00), including bodily injury coverage of at least One Million Dollars (\$1,000,000.00) and property damage coverage of at least One Million Dollars (\$1,000,000.00), naming the County, as an additional insured.
 - d. Property Damage Insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the County as an additional insured.
- Proof of the purchase of such insurance by WIN shall be provided to County within ten (10) calendar days after the final execution of this Agreement by the parties.
- 30. Drug-Free Workplace.** WIN shall provide written certification to County that it operates a drug-free workplace in accordance with OCGA § 50-24-2 through OCGA § 50-24-6.
- 31. Indemnification.** WIN shall defend, indemnify, and hold harmless the County, and its elected officials, employees, agents, and independent contractors, from and against all liabilities, lawsuits, actions, and claims of every character whatsoever incurred or brought for or on account of any injuries (including death), damages, or losses incurred, received, sustained, or claimed to have been incurred, received, or sustained, by a third party or to any property, real or personal, whether on or adjacent to a jobsite or not, arising out of or