

of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
- i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

ARTICLE VI COMPENSATION AND PAYMENT

A. 100% TIA Funded Project.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

THE LOCAL GOVERNMENT PLANS TO BEGIN WORK ON THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE BAND ASSIGNED TO THE PROJECT IN THE APPROVED INVESTMENT LIST(S). ANY AND ALL INVOICES SUBMITTED TO THE DEPARTMENT WILL NOT BE CERTIFIED BY THE COMMISSIONER OF TRANSPORTATION OR THE COMMISSIONER'S DESIGNEE AND SUBMITTED TO GSFIC UNTIL JULY 1, 2026. PAYMENT WILL BE MADE BASED ON ACTUAL COSTS INCURRED DURING THE YEAR OF EXPENDITURE BY THE LOCAL GOVERNMENT AND WILL NOT INCLUDE ANY INTEREST. PAYMENT REMAINS SUBJECT TO THE AVAILABILITY OF TAX PROCEEDS AS SET FORTH IN MORE DETAIL IN THIS SECTION. FURTHERMORE, THE LOCAL GOVERNMENT MUST STILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS AS SET FORTH IN ARTICLE 1.C. ABOVE, INCLUDING BUT NOT LIMITED TO THE TIA MANUAL.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

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