to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

- (b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the "Mediation Period"). The mediation shall be conducted in Valdosta, Georgia by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the Circuit Court of Lowndes County, Georgia.
- 11. <u>Insurance.</u> Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the County, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the County, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the County. A certificate of insurance shall be provided by its producing agent to the County prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the County as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

- 12. <u>Assignment</u>. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.
- 13. <u>Solid Waste Disposal Act</u>. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).
- 14. <u>Contract Work Hours and Safety Standards Act</u>. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).
- 15. <u>Clean Air Act</u>. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).
- 16. <u>Federal Water Pollution Control Act (Clean Water Act.</u> During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable