

The Madison County Board of Commissioners met in special session on Tuesday, May 30, 2023, at 5:00 p.m. at the Madison County Public Library Marshall Branch, 1335 N. Main Street, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 5:00 p.m. by Chairman Wechtel.

Item 1: Audio Visual Technology Upgrades

Information Technology Director Jaime Lunsford presented and discussed proposed audio-visual upgrades to county meeting space located at the North Carolina Cooperative Extension Office-Madison County Center as well as answered questions from members of the Board.

Information discussed included how the equipment would be utilized, the budgeting and funding source of the project, and bids received to provide the equipment and installation.

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to enter into the contractual agreement with TSACHoice for the equipment and to provide the installation. (Attachment 1.1)

Item 2: Health Department Building Addition Contract

County Manager Rod Honeycutt presented information and answered questions from members of the Board regarding a proposed building addition to the Health Department. The contractual agreement for consideration of the Board which would provide for construction of the building addition was also presented and discussed by Mr. Honeycutt.

Information discussed included design, scope of work, budgeting and funding sources, and terms of the contract. Counsel was provided by County Attorney Laws who discussed the contract and noted that amendments for clerical modifications would be made prior to execution on behalf of the County.

Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison with discussion being had by the Board, the Board voted unanimously to move forward with the contract to get the project moving toward completion. (Attachment 2.1)

Item 3: FY 2023-2024 Budget Presentation

County Manager Rod Honeycutt presented and discussed a power point presentation for the proposed FY 2023-2024 Budget as well as answered questions from members of the Board. Information discussed included the budget process, components of the General Fund and Enterprise Fund, proposed changes to departmental budgets, expenses by department, additional departmental requests, liabilities, and strategic planning for funding and expenditures.

Additional information discussed by Mr. Honeycutt included projections for ad valorem taxes, collection rate, sales tax, and revenues as well as sources of each. Discussion was had by the Board, Mr. Honeycutt, and Finance Office Kary Ledford.

Item 4: Personnel

Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board entered into closed session for personnel pursuant to N.C.G.S. 143-318.11 (a)(6) at 6:40 p.m.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to return to open session at 8:44 p.m.

On behalf of the Animal Shelter, Mr. Honeycutt presented the request for approval of the hire of Pia Cash as the Interim Animal Shelter Manager. Upon motion by Commissioner Briggs and second by Chairman Wechtel, the Board voted unanimously to approve.

Mr. Honeycutt requested approval for the transfer of Billy Davis from the Solid Waste Department to the position of Animal Control Officer at a salary of \$37,440 per year. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve.

On behalf of the Library, Mr. Honeycutt requested the creation of the position of Assistant Library Director. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to approve.

Item 2: Adjournment

Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to adjourn at 8:47 p.m.

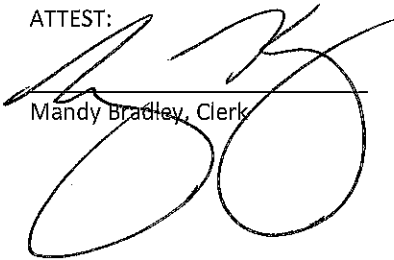
This the 30th day of May 2023.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

TSACHOICE

Attachment 1.1

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Equipment-01

Qty	Description		
1	Samsung-BE65T-H - 65" 4K Pro TV		
1	Samsung-BE75T-H - 75" 4K Pro TV		
1	Samsung-QE85T - 85" 4K Pro TV		
		SubTotal	\$4,577.53
		Sales Tax	\$320.43
		Total	\$4,897.96



VOICE • IT • CABLE • A/V • SECURITY

Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204202
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$4,897.96

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$2,448.98

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/2% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. (ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

May 30, 2023
Date of Agreement

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

[Signature]
Signature

Account Representative

Date

Matt Wechtel Chairman
Print Name Title

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment Interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials _____



VOICE • IT • CABINET • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204202

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

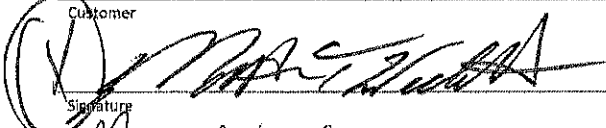
QUANTITY	DESCRIPTION
1	Samsung-BE65T-H - 65" 4K Pro TV
1	Samsung-BE75T-H - 75" 4K Pro TV
1	Samsung-QE85T - 85" 4K Pro TV

Accepted for TSACHoice, Inc. by:

Date of Agreement _____

Madison County Finance Dept

Customer



Signature

Matt Wechtel Chairman

Print Name

Title

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. **Equipment Room.** TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. **Training.** TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. **Post-Installation Changes.** Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. **VOIP Telephone Systems.** All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. **Manufacturer Software Support Agreements.** Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. **TSACHoice Support Agreement.** Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials _____

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Ledford
Madison County Finance Officer

TSACHOICE

Q204204

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Equipment-03

Qty	Description
-----	-------------

7	TOA-WT-5800 H01US wireless receiver, true diversity, H01 freq band
3	TOA-MB-WT4 - rack mount kit for 2 EV, IR, and WT series receivers
1	TOA-MB-WT3 - rack mount kit for single EV, IR, and WT series receiver

SubTotal	\$4,414.19
Sales Tax	\$308.99
Total	\$4,723.18



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Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204204
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price	<u>\$4,723.18</u>
50% due upon execution of Installation Agreement	Includes Applicable Sales Tax
40% due upon delivery of equipment and/or beginning of installation	Amount due with contract <u>\$2,361.59</u>
10% due upon complete acceptance of system	

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/2% per month will be added to balances that are not paid within 30 days.
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3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Date of Agreement

May 30, 2023

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Account Representative

Date

Signature

[Handwritten Signature]

Corporate Officer

Date

Print Name

Title

Mark Wechtel Chairman

(Continued from front page)

General Terms and Conditions

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5. Substantial Changes. A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.

6. Authorization for Overtime Charges. If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.

7. Warranty. Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.

8. Default by Customer. If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.

9. Security Interest. To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.

10. Risk of Loss. TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.

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12. Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc. TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.

13. RF Interference. TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.

14. Mediation. The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina. Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.

15. Limitation of Liability. Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.

16. Severability and Governing Law. Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204204

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

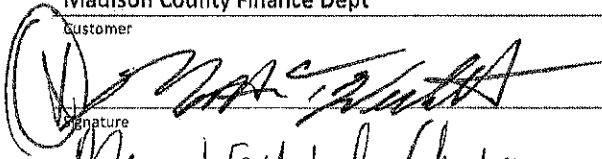
QUANTITY	DESCRIPTION
7	TOA-WT-5800 H01US wireless receiver, true diversity, H01 freq band
3	TOA-MB-WT4 - rack mount kit for 2 EV, IR, and WT series receivers
1	TOA-MB-WT3 - rack mount kit for single EV, IR, and WT series receiver

Accepted for TSACHoice, Inc. by:

Date of Agreement _____

Madison County Finance Dept

Customer _____



Signature _____

Matt Weidner Chairman
Print Name Title

Account Representative _____ Date _____

Corporate Officer _____ Date _____

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials

MTW

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice

COUNTY DEPARTMENT: IT

SUBJECT OF CONTRACT: A/U Upgrades

DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Leaford
Madison County Finance Officer

TSACHOICE

Q204209

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Labor-01

Qty	Description
-----	-------------

1	Professional Services Installation
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SubTotal	\$4,487.50
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Sales Tax	\$235.90
-----------	----------

Total	\$4,723.40
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VOICE • IT • CABLING • A/V • SECURITY

Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204209

Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$4,723.40

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$2,361.70

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the Initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/4% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Date of Agreement

May 30, 2023

Madison County Finance Dept

Customer

Signature

Print Name

Title

Mario Weichte
Mario Weichte Chairman

Accepted for TSACHoice, Inc.

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for 1/2 of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204209

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Professional Services Installation

Date of Agreement

May 30, 2023

Madison County Finance Dept

Customer

Signature

Print Name

Title

[Signature]
Matt Weckel
 Chairman

Accepted for TSACHoice, Inc. by:

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

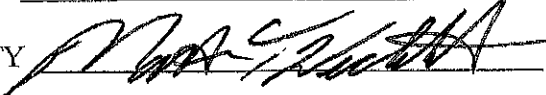
Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Ledford
Madison County Finance Officer

TSACHOICE

Q204215

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison county-NC Extnesion Center AV-Labor-04

Qty	Description		
1	Professional Services Installation		
		SubTotal	\$2,578.13
		Sales Tax	\$71.09
		Total	\$2,649.22



Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204215
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$2,649.22

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$1,324.61

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Date of Agreement

May 30, 2023

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Account Representative

Date

Signature

Print Name

Title

Corporate Officer

Date

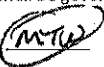
Mario Weckel Chairman

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204215

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Professional Services Installation

Date of Agreement May 30, 2023

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept

Customer

Account Representative _____ Date _____

[Signature]

Signature

Corporate Officer _____ Date _____

Mass Wechtel Chairman

Print Name Title

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Leaford
Madison County Finance Officer

TSACHOICE

Q204215

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison county-NC Extnesion Center AV-Labor-04

Qty	Description
1	Professional Services Installation

SubTotal	\$2,578.13
Sales Tax	\$71.09
Total	\$2,649.22



Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204215
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$2,649.22

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$1,324.61

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

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Date of Agreement

May 30, 2023

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Account Representative

Date

Signature

Print Name

Title

Corporate Officer

Date

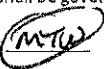
Mario Weckel
Chairman

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
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Q204215

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

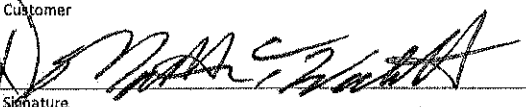
QUANTITY	DESCRIPTION
1	Professional Services Installation

Date of Agreement May 30, 2023

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept
Customer

Account Representative _____ Date _____


Signature

Corporate Officer _____ Date _____

Matt Wechtel Chairman
Print Name Title

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
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Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Leaford
Madison County Finance Officer

TSACHOICE

Scope of Work
Madison County
NC Cooperative Extension Center AV
Quote #: Q204154

OVERVIEW

TSACHoice, Inc. proposes to provide and install AV equipment in the Multi-Purpose Room. The AV systems will consist of an 85" flat panel display mounted on the main wall, a 75" flat panel display on the stage wall, a 65" on the wall between the entrance doors, two (2) PTZ conferencing cameras, flush mount ceiling microphones, and a wireless lavalier microphone system for the council members. The owner supplied PC will be connected to all displays and will be used for video conferencing and streaming sessions.

The 85" display will be the main focus of the council meeting presentations, with the 75" and 65" being used for closer viewing of the folks seated in the back side of the room. Each display will have a local HDMI input to allow break-out sessions within the room when needed.

Two (2) PTZ cameras will be ceiling mounted, one mounted near the entrance doors to focus on the council area, and one mounted near the stage area to allow smaller groups to use that area and display for conferencing and streaming. Both cameras will be connected to the PC via USB connection and can be selected as the source for conferencing as well as an HDMI connection for streaming.

All microphones and presentation audio will connect to the Clearone DSP. The DSP will route the audio signals to the different outputs as needed for presentation, conferencing, and streaming.

Note: Master Quote Is Q204154

This Scope of Work encompasses the equipment and labor quotes Q204202, Q204203, Q204204, Q204205, Q204206, Q204207, Q204209, Q204211, Q204213, Q204215 which divide into \$5k or less increments, and must be purchased and installed together to make a complete system.

OBJECTIVES

Pre-Install

- Project Coordinator to schedule implementation meeting to confirm installation dates.

NOTES

Multi-Purpose Room:

- TSACHoice, Inc. will install (1) 85" display on front wall using specified tilting wall mount and appropriate wall anchors.
- TSACHoice, Inc. will install (1) 75" display on stage wall using specified tilting wall mount and appropriate wall anchors.
- TSACHoice, Inc. will install (1) 65" display on side wall between entrance doors using specified tilting wall mount and appropriate wall anchors.
- TSACHoice, Inc. install (2) Clearone PTZ conferencing cameras in the drop tile ceiling.
 - One camera will be mounted to view council table.
 - One camera will be mounted to view stage area.
 - Cameras will be connected to PC via USB extenders to provide video for conferencing.
 - Cameras will be connected to owner provided streaming devices to provide video for streaming.
- TSACHoice, Inc. install (4) JTS ceiling microphones.
 - Install two near the council area and two near the stage area to provide coverage for participants outside the seated areas as well as provide voice pickup for conferencing and streaming for smaller groups.
 - Microphones will be cabled to the rack and connected to the DSP/mixer. The USB output of the DSP will connect to the to provide USB audio to the PC for conferencing and to the amplifier for presentation audio playback to the ceiling speakers.
- TSACHoice, Inc. install (7) TOA wireless microphone receivers in rack.
 - Microphones will be connected to the DSP/mixer. The USB output of the DSP will connect to the to provide USB audio to the PC for conferencing and to the amplifier for presentation audio playback to the ceiling speakers.

- Provide audio output connections from the DSP to provide audio for streaming. Coordinate with customer for streaming device model for needed adapters.
- TSACchoice, Inc. install (1) 70 volt amplifier in the rack and (14) ceiling speakers in the drop tile ceiling to cover the room for audio playback.
 - The amplifier will connect to the audio output of the DSP and provide room audio for presentations and conferencing.
 - Volume control will be controlled from the PC.
- TSACchoice, Inc. will install (1) Clearone DSP in the rack. The DSP will provide routing and signal processing for conferencing, streaming and audio playback.
- TSACchoice, Inc. will install (7) TOA wireless microphone receivers in the rack.
 - Receivers will connect to the DSP.
- TSACchoice, Inc. will configure the Clearone DSP to provide optimum signal levels for conferencing, streaming and presentations.
- TSACchoice, Inc. will install (1) wall mount rack in the electrical closet.
 - Per customer, clearances have been discussed with and approved by the Fire Marshall.

REQUIREMENTS AND PRESUMPTIONS RELATED TO SCOPE OF WORK

Scheduling

- All work will be done during normal business hours unless specified in our scope of work.
- Projects quoted based on completing the installation in one continuous phase. If a multi-phased installation is required, additional labor may be billed accordingly for return trips.

Assumptions

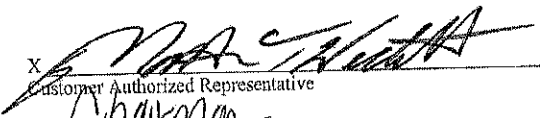
- This quote and SoW are based on using owner furnished equipment and the assumption the equipment is in good working condition.
- Customer to provide power at the rack, display and camera locations.
- Customer to provide network ports as needed for the AV gear. Coordinate with customer prior to installation.
- Customer to provide PC and peripherals for use in the room.

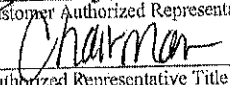
Customer has carefully read, understands, and agrees with TSACchoice's Scope of Work, shown above.

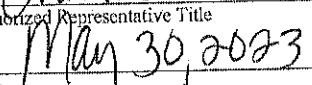
X _____
 TSACchoice Authorized Representative

Authorized Representative Title

Date

X 
 Customer Authorized Representative


 Authorized Representative Title


 Date

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

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For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Ledford

Madison County Finance Officer

TSACHOICE

Q204205

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Equipment-04

Qty	Description		
1	TOA-MB-15B - rack mount kit for WD-5800		
2	TOA-YW-4500 - remote powered antenna		
1	TOA-WM-5325 H01 - wireless bodypack transmitter, H01 freq band		
7	TOA-YP-M5300 - Unidirectional lavalier mic for WM-5325		
1	Clearone - Converge Pro 2-128 12x8 DSP Mixer with AEC		
		SubTotal	\$4,626.44
		Sales Tax	\$323.85
		Total	\$4,950.29



VOICE • IT • CABLE • A/V • SECURITY

Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

**Q204205
Installation Agreement**

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$4,950.29

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$2,475.14

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/4% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Accepted for TSACHoice, Inc.

Date of Agreement

May 30, 2003

Madison County Finance Dept

Customer

Signature

Print Name

Title

[Signature]
Matt Wechtel Chairman

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. Site Preparation. It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.

5. Substantial Changes. A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.

6. Authorization for Overtime Charges. If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.

7. Warranty. Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.

8. Default by Customer. If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.

9. Security Interest. To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.

10. Risk of Loss. TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.

11. Timeliness. To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).

12. Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc. TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.

13. RF Interference. TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.

14. Mediation. The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.

15. Limitation of Liability. Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.

16. Severability and Governing Law. Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials

MTW



VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204205

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	TOA-MB-15B - rack mount kit for WD-5800
2	TOA-YW-4500 - remote powered antenna
1	TOA-WM-5325 H01 - wireless bodypack transmitter, H01 freq band
7	TOA-YP-M5300 - Unidirectional lavaller mic for WM-5325
1	Clearone - Converge Pro 2-128 12x8 DSP Mixer with AEC

Date of Agreement May 30, 2003

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept

Customer _____
 Signature *[Signature]*
 Print Name Mato Wechtel Title Chairman

Account Representative _____ Date _____
 Corporate Officer _____ Date _____

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. **Equipment Room.** TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. **Training.** TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. **Post-Installation Changes.** Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. **VOIP Telephone Systems.** All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. **Manufacturer Software Support Agreements.** Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. **TSACHoice Support Agreement.** Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

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Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: 

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By:  _____
Madison County Finance Officer

TSACHOICE

Q204211

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Labor-02

Qty	Description
1	Professional Services Installation

SubTotal	\$4,130.00
Sales Tax	\$289.10
Total	\$4,419.10



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Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204211
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for Installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$4,419.10

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$2,209.55

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence Installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/2% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Date of Agreement

May 30, 2023

Madison County Finance Dept

Customer

Signature

Print Name

Title

[Handwritten Signature]
Mark Wechtel Chairman

Accepted for TSACHoice, Inc.

Account Representative

Date

Corporate Officer

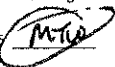
Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





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108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204211

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Professional Services Installation

Date of Agreement May 30, 2023

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept
Customer

Account Representative Date

(X) [Signature]
Signature

Corporate Officer Date

Mark Wechtel Chairman
Print Name Title

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials

MTW

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Ledford
Madison County Finance Officer

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Equipment-02

Qty	Description
3	Strong® Carbon Series Tilt Mount 49"-90" Televisions
4	StarTech - 6' HDMI male to HDMI male cable
2	Startech USB 2.0 over CATx extender set
1	Pluggable Technologies-USB3-HUB7C - 7 port powered USB 3.0 hub
1	Startech-ST124HDBT - 3-Port HDMI Extender Kit with 3 Receivers
14	Episode® 600 Commercial Series 70-Volt In-Ceiling Speaker with 6" Woofer and Tile Bridge (Each) - Ki
1	Episode® 120 Watt Rack Mountable 70 Volt Commercial Amplifier-Mixer

SubTotal	\$4,362.71
Sales Tax	\$305.39
Total	\$4,668.10



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Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204203
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase installed Price

\$4,668.10

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$2,334.05

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/2% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Date of Agreement

May 30, 2023

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Signature

Print Name

Title

Matt Wechtel Chairman

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.

5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.

6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.

7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.

8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.

9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.

10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.

11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).

12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.

13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.

14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina. Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.

15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.

16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials

MTW



VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204203

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
3	Strong® Carbon Series Tilt Mount 49"-90" Televisions
4	StarTech - 6' HDMI male to HDMI male cable
2	Startech USB 2.0 over CATx extender set
1	Pluggable Technologies-USB3-HUB7C - 7 port powered USB 3.0 hub
1	Startech-ST124HDBT - 3-Port HDMI Extender Kit with 3 Receivers
14	Episode® 600 Commercial Series 70-Volt In-Ceiling Speaker with 6" Woofer and Tile Bridge (Each)
	- KI
1	Episode® 120 Watt Rack Mountable 70 Volt Commercial Amplifier-Mixer

Accepted for TSACHoice, Inc. by:

Date of Agreement

May 30, 2023

Madison County Finance Dept

Customer

Account Representative

Date

Signature

(Signature)
Matt Wechtel
Chairman

Corporate Officer

Date

Print Name

Title

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice

COUNTY DEPARTMENT: IT

SUBJECT OF CONTRACT: A/U Upgrades

DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY:  _____

Title: *Chairman*

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By:  _____
Madison County Finance Officer

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Equipment-05

Qty	Description		
2	Clearone -UNITE 150 PTZ Camera with 12x Optical Zoom		
2	Clearone -Ceiling mount for UNITE 150 camera		
4	JTS Table Microphone; Mounted in Ceiling		
4	Neutrik-NC3FXX - 3 pin XLR female connector		
1	Strong™ 16U Wall Mount Rack System-31.79" H x 21.75" W x 22.91" D		
1	Tripp Lite - PDU Metered 120V 13 Outlet 5-15P Horizontal 1URM		
1,000	Berk-Tek-LANMark 6-4PR-Cat 6 CMP-Blue		
		SubTotal	\$4,490.59
		Sales Tax	\$314.34
		Total	\$4,804.93



VOICE • IT • CABLE • A/V • SECURITY

Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204206
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for Installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$3,909.16

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$1,954.58

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/4% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

Accepted for TSACHoice, Inc.

Date of Agreement

Madison County Finance Dept

Customer

Signature

Print Name

Title

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. Site Preparation. It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.

5. Substantial Changes. A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and/or other unanticipated expense that varies from the scope previously approved by Customer.

6. Authorization for Overtime Charges. If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.

7. Warranty. Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.

8. Default by Customer. If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.

9. Security Interest. To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.

10. Risk of Loss. TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.

11. Timeliness. To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).

12. Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc. TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.

13. RF Interference. TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.

14. Mediation. The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.

15. Limitation of Liability. Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.

16. Severability and Governing Law. Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204206

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Clearone -UNITE 200 PTZ Camera with 12x Optical Zoom
1	Clearone -Ceiling mount for UNITE 200 camera
4	JTS Table Microphone; Mounted in Ceiling
4	Neutrik-NC3FXX - 3 pin XLR female connector
1	Strong™ 16U Wall Mount Rack System-31.79" H x 21.75" W x 22.91" D
1	Tripp Lite - PDU Metered 120V 13 Outlet 5-15P Horizontal 1URM
1,000	Berk-Tek-LANMark 6-4PR-Cat 6 CMP-Blue

Accepted for TSACHoice, Inc. by:

Date of Agreement May 30, 2023

Customer Madison County Finance Dept

Signature [Handwritten Signature]

Print Name Mark Weidte Title Chairman

Account Representative _____ Date _____

Corporate Officer _____ Date _____

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. **Equipment Room.** TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. **Training.** TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. **Post-Installation Changes.** Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. **VOIP Telephone Systems.** All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. **Manufacturer Software Support Agreements.** Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. **TSACHoice Support Agreement.** Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice

COUNTY DEPARTMENT: IT

SUBJECT OF CONTRACT: A/U Upgrades

DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By:  _____
Madison County Finance Officer

TSACHOICE

Q204213

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-NC Extension Center AV-Labor-03

Qty	Description
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1	Professional Services Installation
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SubTotal	\$4,130.00
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Sales Tax	\$289.10
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Total	\$4,419.10
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VOICE • IT • CABLING • A/V • SECURITY

Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204213

Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$4,419.10

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$2,209.55

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/2% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

May 30, 2023
Date of Agreement

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Account Representative

Date

Signature

Corporate Officer

Date

Print Name

Title

Matt Weible Charma

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initial

MTW



VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204213

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Professional Services Installation

Date of Agreement

May 30, 2023

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept

Customer

Account Representative

Date

Signature

Print Name

Title

Corporate Officer

Date

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: TSA Choice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: A/U Upgrades
DATE/TERM OF CONTRACT: May 30, 2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chairman

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Leaford
Madison County Finance Officer

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND
CONTRACTOR - LUMP SUM**

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CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is made as of the 30th day of May in the year 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Madison County Government
PO Box 579
Marshall, NC 28753

CONTRACTOR:

JAS OF WEAVERVILLE, LLC
545 Carl Eller Road
Mars Hill, NC 28754

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Project name: Madison County Health Department Building Addition

Project location: Madison County Health Department
493 Medical Park Drive
Marshall, NC 28753

In consideration of the mutual covenants and obligations contained herein, Owner and Contractor agree as set forth herein.

Article 1

Scope of Work

1.1 Contractor shall perform all construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with *Standard Form of General Conditions of Contract Between Owner* ("General Conditions of Contract");

2.1.2 The Basis of Contract Documents, including the Owner's Project Criteria, Contractor's Proposal and the Deviation List, if any, contained in the Contractor's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

2.1.6 Supplementary General Conditions.

2.1.7 Exhibits A through G attached to and incorporated in this Agreement.

Article 3 **Interpretation and Intent**

3.1 Contractor and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Contractor and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Contractor's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract and in the Supplementary General Conditions.

3.4 If Owner's Project Criteria contain design specifications: (a) Contractor shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Contractor shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Contractor to Owner under this Agreement ("Work Product") are deemed to be instruments of service which become the property of the Owner. The Contractor shall have no ownership and property interests (including, but not limited to, intellectual property interests, copyrights, and patents).

4.2 Use of Work Product on other Projects. The Contractor shall have no liability for use of the Work product on other projects by the Owner or others and any such use shall be at the user's risk.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Contractor's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. The parties agree that the Date of Commencement shall be the later of May 30th, 2023, and the date that this Agreement is fully executed.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 180 consecutive calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Substantial Completion is the date upon which the Work is sufficiently complete so that the Owner can occupy and use the Project for its intended purposes pursuant to the definition of Substantial Completion or Substantially Complete set forth in Section 1.2.18 of the General Conditions of Contract.

5.2.2 Contractor shall use its best efforts to meet interim milestones, and shall achieve Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") as follows:

5.2.3 Final Completion of the Work shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages.

5.4.1 Contractor understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Contractor shall pay Owner FIVE HUNDRED Dollars (\$500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.4.2 Contractor understands that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion Date, Owner will suffer damages which are

difficult to determine and accurately specify. Contractor agrees that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion, Contractor shall pay to Owner TWO HUNDRED FIFTY Dollars (\$250), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

ARTICLE SIX **Contract Price**

6.1 Contract Price. Owner shall pay Contractor in accordance with Article 6 of the General Conditions of Contract the sum of Four Hundred Ninety-Five Thousand Dollars (495,000.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Changes in Contract Price Involving Unit Prices. If the Contract Price requires an adjustment due to performance of Work subject to application of unit prices set forth in the Unit Prices Exhibit, the adjustment shall be product of the number of units of Work multiplied by the applicable unit price. No markups, overhead, profit, or other additional costs and charges shall be allowed for the performance of such unit price Work.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Allowance Exhibit attached hereto and incorporated herein.

6.3.2 Contractor and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Contractor and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.

6.3.3 No work shall be performed on any Allowance Item without Contractor first obtaining in writing advanced authorization to proceed from Owner.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Sections 6.3.3 and 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Contractor for the particular Allowance Item and the Allowance Value.

Article 7 **Procedure for Payment**

7.1 Payment

7.1.1 Owner shall pay contractor the full contract price upon both parties execution of the contract.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Contractor, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Contractor for the following:

8.1.1 The cost of Work performed as of the date the Contractor receives the written notice of termination.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Rod Honeycutt, County Manager
c/o Madison County Government
PO Box 579
Marshall, NC 28753
828.649.2854

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Anthony Willis, Owner
JAS OF WEAVERVILLE, LLC
545 Carl Eller Road
Mars Hill, NC 28754
828.231-3134

9.2 Contractor's Representatives.

9.2.1 Contractor designates the individual listed below as its Senior Representative ("Contractor's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Anthony Willis, Owner
JAS OF WEAVERVILLE, INC.
545 Carl Eller Road
Mars Hill, NC 28754
828.231.3134

9.2.2 Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Anthony Willis, Owner
JAS OF WEAVERVILLE, INC.
545 Carl Eller Road
Mars Hill, NC 28754
828.231.3134

Article 10 **Bonds and Insurance**

10.1 Insurance. Contractor and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Contractor shall provide the following performance bond and labor and material payment bond or other performance security:

10.2.1. The Contractor shall provide the Owner with a Performance Bond and a separate Payment Bond, each in the amount of one hundred percent of the Contract Price prior to the execution of the Contract by the Owner. The form of the required bonds shall be those forms attached to the Bond Exhibit attached to and incorporated in the Contract.

Article 11 **Other Provisions**

11.1 Other provisions, if any, are as follows:

11.1.1 Litigation. Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state and county in which the Project is located.

11.1.2 E-Verify. The Contractor and the Contractor's Subcontractors are required to comply with the E-Verify requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina regarding employees as a term of this Contract made essential to this Contract by the provisions of § 143-133.3 of the General Statutes of North Carolina. The Contractor represents to and covenants with the Owner that the Contractor and its Subcontractors will fully comply with those statutory E-Verify requirements.

11.1.3 Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. The Contractor agrees to conduct a check of all its employees and require its Subcontractors to conduct checks of its employees working at the Project site on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

11.1.4 Access to Records

1. The Contractor shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project and make available.

2. The Contractor shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

11.1.5 Federal Grant Administration Requirements. The Contractor is subject to compliance with the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the U.S. Department of the Treasury.

11.1.6 Universal Identifier and System for Award Management (SAM). The Contractor shall provide and/or obtain and provide to Owner, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

11.1.7 Federal Funding Accountability and Transparency Act of 2006. The Contractor shall provide Owner with all information requested by Owner to enable Owner to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

11.1.8 Licenses, Certifications, Permits, Accreditation. The Contractor shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Owner's proof of any licensure, certification, permit or accreditation upon request.

11.1.9 Clean Air Act. The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Owner pursuant to this Agreement.

11.1.10 Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Owner pursuant to this Agreement.

11.1.11 Debarment and Suspension. Due to its receipt of Grant funds, Owners are participants in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if the amount of this Agreement is greater than or equal to \$25,000.

a. The Contractor hereby certifies as of the date hereof, that the Contractor, the Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Contractor and the Contractor's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then: (1) this Agreement shall be void, (2) Owner shall not make any payments of federal financial assistance to the Contractor, and (3) Owner shall have no obligations to the Contractor under this Agreement.

b. The Contractor must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier2 covered transaction into which it enters. The Contractor hereby certifies that it will comply with 2 C.F.R.

Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by Owner, and all liability arising from an erroneous representation shall be borne solely by the Contractor.

c. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Owners, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

d. The Contractor hereby certifies that none of the Subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (<https://ncadmin.nc.gov/documents/nc-debarred-vendors>), or in the past five (5) years have been suspended or debarred from doing business with the federal or any state government. The Contractor agrees that it will notify Owners immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

11.1.12 Byrd Anti-Lobbying Amendment. The Contractor shall comply with the restrictions on lobbying in 31 CFR Part 21.

a. The Contractor certifies to Owners, and the Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to Owners, which will, in turn, forward the certification(s) to the federal awarding agency. The Contractor shall cause the language of this Section to be included in all subcontracts. This certification is a material representation of fact upon which Owners have relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Contractor.

If this Agreement exceeds \$100,000, the Contractor also must file with Owners the certification in Exhibit A, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Any Subcontractor with a subcontract (at any Tier) exceeding \$100,000 must also file with the Tier above it the certification in Exhibit G.

11.1.13 Davis-Bacon Act. In accordance with the Davis-Bacon Act as supplemented by the Department of Labor Regulations at 29 C.F.R. Part 5, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. By executing this Agreement, the Contractor understands and agrees that Owner's decision to award the GREAT Award to the Contractor is conditioned upon the Contractor's acceptance of the wage determination.

11.1.14 Copeland Anti-Kickback Act. In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Contractor understands and agrees that it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Owner shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

11.1.15 Contract Work Hours and Safety Standard Act. Contracts awarded by Owner in excess of one-hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Contractor understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor

further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

11.1.16 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

11.1.17 Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Contractor is hereby notified that it is required to: (a) inform its employees that they are subject to the whistleblower rights and remedies of the program; (b) inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and (c) include such requirements in any agreement made with a Subcontractor or sub-Contractor.

11.1.18 Equal Opportunity & Other Requirements. The Contractor shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. The Contractor acknowledges that Owner is bound by and agrees, to the extent applicable to the Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Federal funds:

- a. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 11246.** The Contractor and any Subcontractor, or the successor, transferee, or assignee of the Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964 and Executive Order, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, 41 CFR. Part 60, and herein incorporated by reference and made a part of this Agreement.
- b. **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- c. **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- d. **Americans with Disabilities.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. **Fair Housing Laws.** The Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- f. The Contractor shall comply with the nondiscrimination Clause of Section 109 of the Housing and Community Development Act of 1974 in that no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

11.1.19 Solicitation of Small Businesses and Historically Underutilized Businesses.

a. If the Contractor intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b. For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

11.1.20 Conflicts of Interest; Gifts and Favors

a. The Contractor understands that Federal Funds will be used to pay for all or a portion of the Project and the expenditure of Federal funds is governed Federal Conflict of Interest Regulation (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234(a)(1) and -234.3(a)). The Contractor must disclose in writing to Owners any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

b. The Contractor certifies to Owners that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Owners involved in the selection, award, or administration of this Agreement (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including the Contractor) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the Contractor. Should the Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to Owners in writing.

c. The Contractor certifies to Owners that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Owners. Should the Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to Owners in writing.

11.1.21 Miscellaneous Provisions and Conditions.

a. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Owners encourage the Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

b. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Owners encourage the Contractor to adopt and enforce policies that ban text messaging while driving.

c. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

d. **Publications.** Any publications related to the Project must be paid for independently by the Contractor (i.e., not with GREAT Award funds) and must display the following language: "This project [is being] [was] supported, in whole or in part, by funds awarded to the State of North Carolina by the U.S. Department of the Treasury."

e. **Federal Seals, Logos, and Flags.** The Contractor shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

f. **Procurement of Recovered Materials.** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with this Agreement performance schedule, (2) meet the Agreement performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website.³ The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

g. The Contractor shall comply with the provisions of Executive Order 11246 in that:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

7. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

h. The Contractor shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended in that:

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

2. The Contractor agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the Subcontractor in this Section 3 clause, upon a finding that the Subcontractor violates the regulations in Section 3 Regulations. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in Section 3 Regulations.

5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after a Contractor is selected but before the Contract is

executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Award Recipient, Contractor, or Development Owner's obligations under Section 3 Regulations.

6. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.

In executing this Agreement, Owner and Contractor each individually represents that It has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER

CONTRACTOR

Madison County Government

JAS OF WEAVERVILLE, LLC

Rod Honeycutt, County Manager

Anthony Willis

By:



By:

(Signature)

(Signature)

(Printed Name) Rod Honeycutt

(Printed Name)

(Title) County Manager

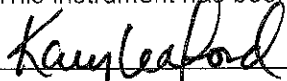
(Title)

Date: May 30, 2023

Date:

Preaudit Certificate

This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

 (Seal)

Printed Name:

Kary Ledford

Title:

Finance Officer

EXHIBIT "A"

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned, JAS OF WEAVERVILLE, LLC certifies, to the best of his/her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certificate is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, JAS OF WEAVERVILLE, LLC certifies that or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, in any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

**GENERAL CONDITIONS OF
CONTRACT
BETWEEN OWNER AND
CONTRACTOR**

Madison County Health Department Building Addition

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Contractor* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Contractor under either, *Standard Form of Agreement Between Owner and Contractor - Lump Sum (2010 Edition)*, *Standard Form of Agreement Between Owner and Contractor - Cost Plus Fee with an Option for a Guaranteed Maximum Price (2010 Edition)*.

1.2.2 *Construction Documents* are the documents attached as Exhibit G to the agreement.

1.2.3 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.4 *Force Majeure Events* are those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.5 *General Conditions of Contract* refer to *Standard Form of General Conditions of Contract Between Owner and Contractor (2010 Edition)*.

1.2.6 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.7 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.8 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.9 *Site* is the land or premises on which the Project is located.

1.2.10 *Subcontractor* is any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.11 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.12 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract

Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.13 Work is comprised of all Contractor's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2 **Contractor's Services and Responsibilities**

2.1 General Services.

2.1.1 Contractor's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Contractor. Contractor's Representative may be replaced only with the mutual agreement of Owner and Contractor.

2.1.2 Contractor shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Contractor - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Contractor to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Legal Requirements.

2.2.1 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.2.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such

effects may include, without limitation, revisions Contractor is required to make to the Construction Documents because of changes in Legal Requirements.

2.3 Government Approvals and Permits.

2.3.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.3.2 Contractor shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.4 Contractor's Construction Phase Services.

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.2 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Contractor's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Contractor's cost and/or time of performance.

2.4.4 Contractor assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.5 Contractor shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.6 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.5 Contractor's Responsibility for Project Safety.

2.5.1 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Contractor assumes responsibility for

implementing and monitoring all safety precautions and programs related to the performance of the Work. Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

2.5.2 Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.5.3 Contractor's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.6 Contractor's Warranty.

2.6.1 Contractor warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Contractor will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.7 Correction of Defective Work.

2.7.1 Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.7.2 Contractor shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Contractor shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.7.3 The one-year period referenced in Section 2.10.1 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Contractor's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Contractor's schedule.

3.1.3 Owner shall give Contractor timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work, to the extent the same are available:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 record drawings of any existing structures at the Site; and

3.2.1.6 Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Contractor to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Contractor's request, Owner shall promptly furnish reasonable evidence satisfactory to Contractor that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial

information in a timely manner, Contractor may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Contractor shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Contractor shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Contractor to assume obligations or responsibilities greater than those existing obligations Contractor has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Contractor with prompt notice if it observes any failure on the part of Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Contractor and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Contractor in obtaining those permits, approvals and licenses that are Contractor's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Contractor is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Contractor will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Contractor shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Contractor will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site. Provided, however, that nothing in the Contract Documents shall be interpreted as a waiver of Owner's governmental immunity or immunity under any other legal theory.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Contractor's Insurance Requirements.

5.1.1 Contractor is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Contractor's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Contractor shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project. Provided, however, the Owner's participation in a non-insurance risk pool such as the North Carolina School Boards Trust shall satisfy this requirement.

5.3 Bonds and Other Performance Security.

5.3.1 If Owner requires Contractor to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.3.2 All bonds furnished by Contractor shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6 **Payment**

6.1 Schedule of Values.

6.1.1 Under the terms of the agreement owner shall pay contractor the full contract price upon execution of the agreement.

6.2 Contractor's Payment Obligations.

6.2.1 Contractor will pay Subcontractors in accordance, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Subcontractors to pay those parties with whom they have contracted. Contractor will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Contractor shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Contractor's notice, Owner and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment,

and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Contractor all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Contractor and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Contractor agree that Owner's use or occupancy will not interfere with Contractor's completion of the remaining Work.

6.7 Final Payment.

6.7.1 At the time owner makes full payment to contractor, contractor shall provide the following information:

6.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.1.3 Consent of Contractor's surety, if any, to final payment;

6.7.1.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.1.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2 Upon making final payment, Owner waives all claims against Contractor except claims relating to (i) Contractor's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Contractor's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.3 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Contractor under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Contractor, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7 **Indemnification**

7.1 Patent and Copyright Infringement.

7.1.1 To the extent allowed by law, Contractor shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Contractor in any such action or proceeding. Contractor agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's option and at Contractor's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Contractor to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Contractor to the same extent Contractor is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Contractor from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Contractor as a result of any action taken by Contractor in accordance with Owner's directive. Owner shall furnish Contractor with any applicable tax exemption certificates necessary to obtain such exemption, upon which Contractor may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Contractor for the Work, to the extent allowed by law, Contractor shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Contractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, Owner will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

7.4 Contractor's General Indemnification.

7.4.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Contractor, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Contractor, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Contractor and any of Contractor's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable. Provided, however, that nothing in this section or elsewhere in the Contract Documents shall be deemed to be a waiver of Owner's governmental immunity, sovereign immunity, public official immunity, or any other theory of immunity under applicable law.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Contractor agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Contractor to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Contractor's right to a time extension for those events set forth in Section 8.2.1 above, Contractor shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Contractor, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Contractor and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Contractor for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Contractor shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Contractor.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Contractor disagree upon whether Contractor is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Contractor shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Contractor shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Contractor to perform the services in accordance with Owner's interpretations, Contractor shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Contractor (i) directing Contractor to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Contractor shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Contractor does not prejudice Contractor's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Contractor or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Contractor mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, Contractor's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Contractor and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Jurisdiction and Venue.

After attempted mediation as described above, and/or as required by applicable law, the litigation of any disputes between the Owner and Contractor shall be heard in Superior Court in the county in which the Project is constructed. The parties specifically consent and submit to the jurisdiction of the said Superior Court.

10.4 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER CONTRACTOR NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Contractor for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Contractor is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Contractor's receipt of such notice. If Contractor fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period. If Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Contractor of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense

of claims arising from Contractor's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Contractor's Right to Stop Work.

11.3.1 Contractor may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Contractor's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Contractor has the right to provide Owner with written notice that Contractor will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Contractor's notice. If Owner does not cure the problem within such seven (7) day period, Contractor may stop the Work. In such case, Contractor shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Contractor's Right to Terminate for Cause.

11.4.1 Contractor, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Contractor or anyone for whose acts Contractor may be responsible.

11.4.1.2 Owner's failure to provide Contractor with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Contractor in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Contractor has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Contractor may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Contractor may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Contractor may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Contractor shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Contractor.

11.5.1 If either Owner or Contractor institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action. If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Contractor to stop Work under any applicable provision of these General Conditions of Contract.

Article 12 **Electronic Data**

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Contractor and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Contractor shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13 **Miscellaneous**

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Contractor nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Contractor and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

- 13.5 Severability.**
13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 13.6 No Waiver.**
13.6.1 The failure of either Contractor or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 13.7 Headings.**
13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 13.8 Notice.**
13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.
- 13.9 Amendments.**
13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**EXHIBITS TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

EXHIBIT A	OWNER'S PROJECT CRITERIA
EXHIBIT B	ALLOWANCES EXHIBIT
EXHIBIT C	UNIT PRICES EXHIBIT
EXHIBIT D	INSURANCE EXHIBIT
EXHIBIT E	BOND EXHIBIT
EXHIBIT F	AUTHORITY OF OWNER'S SENIOR REPRESENTATIVE AND OWNER'S REPRESENTATIVE
EXHIBIT G	DRAWINGS AND SPECIFICATIONS

EXHIBIT A

OWNER'S PROJECT CRITERIA

Project Description: Madison County Government is looking to add an extension onto the building located at 493 Medical Park Drive Marshall, NC 28753 to provide an addition of 950 square feet to provide additional medical office and WIC space for the residents of Madison County.

The following may be considered a minimal list of project requirements, and shall not be considered all-inclusive:

- Provide contractor services to prepare the area and existing building for a building addition, including marking utilities, grading the land, building a leveled foundation, and hard construction of a 950 square feet addition that meets building code regulation and specifications of the Madison County Health Department and providing water, sewer, gas, electrical, and HVAC connections.

The Contractor's submitted Scope of Work is attached and incorporated into this Exhibit A.

EXHIBIT B
ALLOWANCES EXHIBIT

EXHIBIT C

UNIT PRICES EXHIBIT

EXHIBIT D

INSURANCE EXHIBIT

Section 1 – Insurance Requirements

§ 1.1 Prior to beginning any of the Work for the Project, the Contractor shall purchase and maintain insurance of the types, with the policy limits and with the endorsements, terms, and conditions described in this Article 10 of the Agreement, Article 5 of the General Conditions of the Agreement, item 17 of the Supplementary General Conditions of the Agreement, and this Exhibit D.

§ 1.2 The required insurance shall be maintained without interruption during performance of the Work and for the one-year period of correction prescribed by Article § 2.10 of the General Conditions of the Agreement and item 12 of the Supplementary General Conditions of the Agreement.

§ 1.3 All required insurance shall be written on either [i] an occurrence basis, or [ii] a claims made basis with an extended reporting period of six (6) years from the later of the last act or omission of the person or entity giving rise to the claim or substantial completion.

§ 1.4 All insurance required of the Contractor, except workers compensation insurance, shall name the Owner as an additional insured.

Section 2 – Insurance Types and Limits

§ 2.1 The types of insurance, minimum policy limits, and maximum deductibles are as follows:

Type of Insurance	Minimum Policy Limits	General Aggregate
Workers Compensation/Employer's Liability	NC Statutory	NC Statutory
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	\$1,000,000
Builder's Risk	\$1,000,000	\$1,000,000
Professional Errors and Omissions	\$1,000,000	\$1,000,000
Umbrella Excess Liability	\$3,000,000	

Section 4 – Evidence of Insurance Coverage and Notice of Cancellation

§ 4.1 Evidence of required insurance shall be provided to the Owner using ACORD Form 25 Certificate of Liability Insurance. All renewals of coverage periods and replacement policies shall be provided to the Owner on ACORD Form 25 prior to insurance policy expiration dates so that the Owner is in possession of evidence of required insurance from prior to the beginning of Work for the Project to the end of the one-year period for correction.

§ 4.2 In addition to the evidence of insurance required by § 4.1, the Owner may require by written request that the Contractor provide copies of all required policies of insurance to it.

§ 4.3 Evidence of required insurance shall contain a representation by the authorized representative of the insurance companies providing the required insurance coverage that written notice of cancellation of any policy will be given to the Owner prior to any date of cancellation.

EXHIBIT E

BOND EXHIBIT

Section 1 – Performance and Payment Bonds Required

§ 1.1 The Contractor shall furnish the Owner with separate bonds in the amount of 100% of the Contract Price covering the faithful performance of the Agreement and payment of all of the Contractor's obligations thereunder.

§ 1.2 The cost of the performance bond and the payment bond shall be included in the Contract Price.

§ 1.3 The performance bond and the payment bonds shall be executed by the Contractor and a surety company licensed to do business in the State of North Carolina and have the surety's corporate seal affixed. A North Carolina licensed resident agent of the surety shall either sign or countersign the bonds if they are executed by an attorney in fact. The provisions of North Carolina General Statutes Chapter 44A, Article 3 shall be complied with in the furnishing of the required bonds.

§ 1.4 The required bonds and the Agreement executed by the Contractor shall be delivered to the Owner within 10 days after award of the contract to the Contractor.

Section 2 – Form of Bonds

§ 2.1 The performance bond and the payment bond must be submitted on the forms attached to and incorporated in this EXHIBIT E.

PERFORMANCE BOND

Date of Execution of this Bond

See Attached

Name and Address of
Principal (Contractor)

Name and Address
of Surety

Name and Address of
Contracting Body

PERFORMANCE BOND

Date of Execution of this Bond 05-30-2023

Name and Address of Principal (Contractor) JAS of Weaverville, LLC
545 Carl Eller Road
Mars Hill, NC 28754

Name and Address of Surety THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

Name and Address of Contracting Body MADISON COUNTY GOVERNMENT
PO BOX 579
MARSHALL, NC 28753

Amount of Bond \$495,000.00

Contract That certain contract by and between the Principal and the Contracting Body above named dated 05-30-2023 for the project entitled Madison County Health Department Building Addition

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

(Proprietorship or Partnership)

JAS of Weaverville, LLC

Principal (Name of individual, individual and trade name, partnership, corporation, or joint venture)

BY [Signature] (SEAL)

TITLE MM
(Owner, Partner, Office held in corporation, joint venture)

(Corporate Seal of Principal)

ATTEST: (Corporation)

BY _____

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

Caroline E. Candlin

THE CINCINNATI INSURANCE COMPANY

Surety (Name of Surety Company)

BY [Signature]

TITLE Attorney in Fact

(Corporate Seal of Surety)

P.O. BOX 530, Asheville, NC 28801

(Address of Attorney in Fact)

COUNTERSIGNED:

[Signature]
N.C. Licensed Resident Agent

PAYMENT BOND

Date of Execution of this Bond 05-30-2023

Name and Address of Principal (Contractor)
JAS of Weaverville, LLC
545 Carl Eller Road
Marshall, NC 28753

Name and Address of Surety
THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

Name and Address of Contracting Body
MADISON COUNTY GOVERNMENT
PO BOX 579
Marshall, NC 28753

Amount of Bond \$495,000.00

Contract That certain contract by and between the Principal and the Contracting Body above named, dated 05-30-2023 for the project entitled Madison County Health Department Building Addition

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified and shown above and hereto attached;

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract may be hereafter be made, notice of which modification and extension of item to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

<p>WITNESS:</p> <p>_____</p> <p>(Proprietorship or Partnership)</p> <p>ATTEST: (Corporation)</p> <p>By: _____ (SEAL)</p> <p>Title: _____</p> <p>(Corporation Secretary or Assistant Secretary Only)</p>	<p><u>JAS of Weaverville, LLC</u></p> <p>Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture)</p> <p>By: <u>[Signature]</u> (SEAL)</p> <p>Title: <u>[Signature]</u></p> <p>(Owner, partner, office held in corporation, joint venture)</p> <p>(Corporate Seal of Principal)</p>
<p>WITNESS:</p> <p><u>Conolisa E. Candan</u></p> <p>COUNTERSIGNED:</p> <p><u>[Signature]</u></p> <p>N.C. Licensed Resident Agent</p>	<p><u>THE CINCINNATI INSURANCE COMPANY</u></p> <p>Surety (Name of Surety Company)</p> <p>By: <u>Ben N. Ashin</u></p> <p>Title: <u>Attorney in Fact</u></p> <p>(Corporate Seal of Surety)</p> <p><u>P.O. BOX 530, Asheville, NC 28801</u></p> <p>(Address of Attorney in Fact)</p>

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

James W. Stickney, IV; Jonathan S. Nelson; Karen W. Pressley; Regina H. Edwards; Robin Melton; Brittany Hollifield; L. Grant Bowles, III; Samuel S. Stickney; Dakota Owenby and/or Kristi Shrum

of Asheville, North Carolina

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Seventy Five Million and No/100 Dollars (\$75,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 30th day of May, 2023



Ed H.

EXHIBIT F

AUTHORITY OF OWNER'S SENIOR REPRESENTATIVE AND OWNER'S REPRESENTATIVE

Section 1 – Chain of Authority

- § 1.1 The Owner is Madison County Government which is a body corporate of the State of North Carolina governed by the elected members of the board who act in open public meetings.
- § 1.2 The chief administrative office of the Owner is the County Manager who is named as the Owner's Senior Representative in the Agreement.
- § 1.3 The Owner's Representative named in the Agreement is an employee of the Owner designated to act in the administration of the Project on a day-to-day basis and who reports to the Owner's Senior Representative.

Section 2 – Scope of Authority

- § 2.1 With reference to § 13.9 of Article 13 of the General Conditions, the Contract Documents may not be changed, altered, or amended in any way unless duly authorized by the board of the Owner. Changes in the Contract Time and Contract Price, Change Orders, and Basis of Design Documents must be approved by the board of the Owner. Contract Adjustments and final decisions on disputes, disagreements, and claims pursuant to Article 10 of the General Conditions and the Supplementary General Conditions must be approved by the board of the Owner.
- § 2.2 The Owner's Senior Representative shall perform the Owner's responsibilities in the site selection process, development of the Owner's Project Criteria, and the Design Development stage of the Work, except that final site selection and final Construction Documents shall be approved by the board of the Owner.
- § 2.3 The Owner's Representative shall serve as the initial point of contact for the Contractor and Sub-Contractor Consultants in the execution of the Project. The Owner's Representative shall work in conjunction with the Owner's Senior Representative in the performance of the Senior Representative's duties, the Owner's § 3.1, § 3.2, and § 3.5 responsibilities under the General Conditions and Supplementary General Conditions, and the general reviews, approvals, inspections, meetings, communications, and other day-to-day Owner activities in the execution of the project.

EXHIBIT G
DRAWINGS AND SPECIFICATIONS



Project Number:	2020-15
Date:	02/02/2021
Client By:	RBS
Sheet No.:	15.1

UL DETAILS

LS1

UL ASSEMBLY - U305

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**GENERAL CONDITIONS OF
CONTRACT
BETWEEN OWNER AND
CONTRACTOR**

Madison County Health Department Building Addition

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Contractor* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Contractor under either, *Standard Form of Agreement Between Owner and Contractor - Lump Sum* (2010 Edition), *Standard Form of Agreement Between Owner and Contractor - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Construction Documents* are the documents attached as Exhibit G to the agreement.

1.2.3 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.4 *Force Majeure Events* are those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.5 *General Conditions of Contract* refer to *Standard Form of General Conditions of Contract Between Owner and Contractor* (2010 Edition).

1.2.6 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.7 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.8 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.9 *Site* is the land or premises on which the Project is located.

1.2.10 *Subcontractor* is any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.11 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.12 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract

Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.13 *Work* is comprised of all Contractor's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Contractor's Services and Responsibilities

2.1 General Services.

2.1.1 Contractor's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Contractor. Contractor's Representative may be replaced only with the mutual agreement of Owner and Contractor.

2.1.2 Contractor shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Contractor - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Contractor to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Legal Requirements.

2.2.1 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.2.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such

effects may include, without limitation, revisions Contractor is required to make to the Construction Documents because of changes in Legal Requirements.

2.3 Government Approvals and Permits.

2.3.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.3.2 Contractor shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.4 Contractor's Construction Phase Services.

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete construction of the Project consistent with the Contract Documents.

2.4.2 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Contractor's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Contractor's cost and/or time of performance.

2.4.4 Contractor assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.5 Contractor shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.6 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.5 Contractor's Responsibility for Project Safety.

2.5.1 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Contractor assumes responsibility for

implementing and monitoring all safety precautions and programs related to the performance of the Work. Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

2.5.2 Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.5.3 Contractor's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.6 Contractor's Warranty.

2.6.1 Contractor warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Contractor will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.7 Correction of Defective Work.

2.7.1 Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.7.2 Contractor shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Contractor shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.7.3 The one-year period referenced in Section 2.10.1 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Contractor's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Contractor's schedule.

3.1.3 Owner shall give Contractor timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work, to the extent the same are available:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 record drawings of any existing structures at the Site; and

3.2.1.6 Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Contractor to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Contractor's request, Owner shall promptly furnish reasonable evidence satisfactory to Contractor that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial

information in a timely manner, Contractor may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Contractor shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Contractor shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Contractor to assume obligations or responsibilities greater than those existing obligations Contractor has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Contractor with prompt notice if it observes any failure on the part of Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Contractor and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Contractor in obtaining those permits, approvals and licenses that are Contractor's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Contractor is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Contractor will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Contractor shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Contractor will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site. Provided, however, that nothing in the Contract Documents shall be interpreted as a waiver of Owner's governmental immunity or immunity under any other legal theory.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Contractor's Insurance Requirements.

5.1.1 Contractor is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Contractor's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Contractor shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project. Provided, however, the Owner's participation in a non-insurance risk pool such as the North Carolina School Boards Trust shall satisfy this requirement.

5.3 Bonds and Other Performance Security.

5.3.1 If Owner requires Contractor to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.3.2 All bonds furnished by Contractor shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6
Payment

6.1 Schedule of Values.

6.1.1 Under the terms of the agreement owner shall pay contractor the full contract price upon execution of the agreement.

6.2 Contractor's Payment Obligations.

6.2.1 Contractor will pay Subcontractors in accordance, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Subcontractors to pay those parties with whom they have contracted. Contractor will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Contractor shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Contractor's notice, Owner and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment,

and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Contractor all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Contractor and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Contractor agree that Owner's use or occupancy will not interfere with Contractor's completion of the remaining Work.

6.7 Final Payment.

6.7.1 At the time owner makes full payment to contractor, contractor shall provide the following information:

6.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.1.3 Consent of Contractor's surety, if any, to final payment;

6.7.1.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.1.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2 Upon making final payment, Owner waives all claims against Contractor except claims relating to (i) Contractor's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Contractor's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.3 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Contractor under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Contractor, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7 **Indemnification**

7.1 Patent and Copyright Infringement.

7.1.1 To the extent allowed by law, Contractor shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Contractor in any such action or proceeding. Contractor agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's option and at Contractor's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Contractor to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Contractor to the same extent Contractor is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Contractor from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Contractor as a result of any action taken by Contractor in accordance with Owner's directive. Owner shall furnish Contractor with any applicable tax exemption certificates necessary to obtain such exemption, upon which Contractor may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Contractor for the Work, to the extent allowed by law, Contractor shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Contractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, Owner will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

7.4 Contractor's General Indemnification.

7.4.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Contractor, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Contractor, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Contractor and any of Contractor's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable. Provided, however, that nothing in this section or elsewhere in the Contract Documents shall be deemed to be a waiver of Owner's governmental immunity, sovereign immunity, public official immunity, or any other theory of immunity under applicable law.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Contractor agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Contractor to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Contractor's right to a time extension for those events set forth in Section 8.2.1 above, Contractor shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Contractor, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Contractor and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Contractor for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Contractor shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Contractor.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Contractor disagree upon whether Contractor is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Contractor shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Contractor shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Contractor to perform the services in accordance with Owner's interpretations, Contractor shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Contractor (i) directing Contractor to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Contractor shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Contractor does not prejudice Contractor's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Contractor or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Contractor mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, Contractor's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Contractor and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Jurisdiction and Venue.

After attempted mediation as described above, and/or as required by applicable law, the litigation of any disputes between the Owner and Contractor shall be heard in Superior Court in the county in which the Project is constructed. The parties specifically consent and submit to the jurisdiction of the said Superior Court.

10.4 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER CONTRACTOR NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Contractor for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Contractor is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Contractor's receipt of such notice. If Contractor fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period. If Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Contractor of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense

of claims arising from Contractor's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Contractor's Right to Stop Work.

11.3.1 Contractor may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Contractor's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Contractor has the right to provide Owner with written notice that Contractor will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Contractor's notice. If Owner does not cure the problem within such seven (7) day period, Contractor may stop the Work. In such case, Contractor shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Contractor's Right to Terminate for Cause.

11.4.1 Contractor, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Contractor or anyone for whose acts Contractor may be responsible.

11.4.1.2 Owner's failure to provide Contractor with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Contractor in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Contractor has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Contractor may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Contractor may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Contractor may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Contractor shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Contractor.

11.5.1 If either Owner or Contractor institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Contractor to stop Work under any applicable provision of these General Conditions of Contract.

Article 12 **Electronic Data**

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Contractor and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Contractor shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13 **Miscellaneous**

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Contractor nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Contractor and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Contractor or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**EXHIBITS TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

EXHIBIT A	OWNER'S PROJECT CRITERIA
EXHIBIT B	ALLOWANCES EXHIBIT
EXHIBIT C	UNIT PRICES EXHIBIT
EXHIBIT D	INSURANCE EXHIBIT
EXHIBIT E	BOND EXHIBIT
EXHIBIT F	AUTHORITY OF OWNER'S SENIOR REPRESENTATIVE AND OWNER'S REPRESENTATIVE
EXHIBIT G	DRAWINGS AND SPECIFICATIONS

EXHIBIT A

OWNER'S PROJECT CRITERIA

Project Description: Madison County Government is looking to add an extension onto the building located at 493 Medical Park Drive Marshall, NC 28753 to provide an addition of 950 square feet to provide additional medical office and WIC space for the residents of Madison County.

The following may be considered a minimal list of project requirements, and shall not be considered all-inclusive:

- Provide contractor services to prepare the area and existing building for a building addition, including marking utilities, grading the land, building a leveled foundation, and hard construction of a 950 square feet addition that meets building code regulation and specifications of the Madison County Health Department and providing water, sewer, gas, electrical, and HVAC connections.

The Contractor's submitted Scope of Work is attached and incorporated into this Exhibit A.

EXHIBIT B
ALLOWANCES EXHIBIT

EXHIBIT C
UNIT PRICES EXHIBIT

EXHIBIT D

INSURANCE EXHIBIT

Section 1 – Insurance Requirements

§ 1.1 Prior to beginning any of the Work for the Project, the Contractor shall purchase and maintain insurance of the types, with the policy limits and with the endorsements, terms, and conditions described in this Article 10 of the Agreement, Article 5 of the General Conditions of the Agreement, item 17 of the Supplementary General Conditions of the Agreement, and this Exhibit D.

§ 1.2 The required insurance shall be maintained without interruption during performance of the Work and for the one-year period of correction prescribed by Article § 2.10 of the General Conditions of the Agreement and item 12 of the Supplementary General Conditions of the Agreement.

§ 1.3 All required insurance shall be written on either [i] an occurrence basis, or [ii] a claims made basis with an extended reporting period of six (6) years from the later of the last act or omission of the person or entity giving rise to the claim or substantial completion.

§ 1.4 All insurance required of the Contractor, except workers compensation insurance, shall name the Owner as an additional insured.

Section 2 – Insurance Types and Limits

§ 2.1 The types of insurance, minimum policy limits, and maximum deductibles are as follows:

Type of Insurance	Minimum Policy Limits	General Aggregate
Workers Compensation/Employer's Liability	NC Statutory	NC Statutory
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	\$1,000,000
Builder's Risk	\$1,000,000	\$1,000,000
Professional Errors and Omissions	\$1,000,000	\$1,000,000
Umbrella Excess Liability	\$3,000,000	

Section 4 – Evidence of Insurance Coverage and Notice of Cancellation

§ 4.1 Evidence of required insurance shall be provided to the Owner using ACORD Form 25 Certificate of Liability Insurance. All renewals of coverage periods and replacement policies shall be provided to the Owner on ACORD Form 25 prior to insurance policy expiration dates so that the Owner is in possession of evidence of required insurance from prior to the beginning of Work for the Project to the end of the one-year period for correction.

§ 4.2 In addition to the evidence of insurance required by § 4.1, the Owner may require by written request that the Contractor provide copies of all required policies of insurance to it.

§ 4.3 Evidence of required insurance shall contain a representation by the authorized representative of the insurance companies providing the required insurance coverage that written notice of cancellation of any policy will be given to the Owner prior to any date of cancellation.

EXHIBIT E

BOND EXHIBIT

Section 1 – Performance and Payment Bonds Required

§ 1.1 The Contractor shall furnish the Owner with separate bonds in the amount of 100% of the Contract Price covering the faithful performance of the Agreement and payment of all of the Contractor's obligations thereunder.

§ 1.2 The cost of the performance bond and the payment bond shall be included in the Contract Price.

§ 1.3 The performance bond and the payment bonds shall be executed by the Contractor and a surety company licensed to do business in the State of North Carolina and have the surety's corporate seal affixed. A North Carolina licensed resident agent of the surety shall either sign or countersign the bonds if they are executed by an attorney in fact. The provisions of North Carolina General Statutes Chapter 44A, Article 3 shall be complied with in the furnishing of the required bonds.

§ 1.4 The required bonds and the Agreement executed by the Contractor shall be delivered to the Owner within 10 days after award of the contract to the Contractor.

Section 2 – Form of Bonds

§ 2.1 The performance bond and the payment bond must be submitted on the forms attached to and incorporated in this EXHIBIT E.

PERFORMANCE BOND

Date of Execution of this Bond

Name and Address of
Principal (Contractor)

Name and Address
of Surety

Name and Address of
Contracting Body

PERFORMANCE BOND: (Continued)

Amount of Bond

Contract

that certain contract by and between the Principal and the Contracting body above named dated _____ for the project entitled

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

(Proprietorship or Partnership)

Principal (Name of individual, individual and trade name, partnership, corporation, or joint venture)

BY _____ (SEAL)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

ATTEST: _____
(Corporation)
(Corporate Seal of Principal)

BY _____

TITLE _____
(Corporation Secretary or
Assistant Secretary Only)

WITNESS: _____
Surety (Name of Surety Company)
BY _____

_____ TITLE Attorney in Fact
(Corporate Seal of Surety)

COUNTERSIGNED: _____
(Address of Attorney in Fact)

N.C. Licensed Resident Agent

PAYMENT BOND

Date of Execution of this Bond _____

Name and Address of
Principal (Contractor) _____

Name and Address
of Surety _____

Name and Address of
Contracting Body _____

Amount of Bond

Contract

hat certain contract by and between the Principal and the Contracting
ody above named dated _____ for the project entitled

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified and shown above and hereto attached;

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract may be hereafter be made, notice of which modification and extension of item to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

(Proprietorship or Partnership)

Principal (Name of Individual, individual and trade
name, partnership, corporation, or joint venture)

By: _____ (SEAL)

ATTEST: (Corporation)

Title: _____
(Owner, partner, office held in corporation,
joint venture)

By: _____ (SEAL)

Title: _____ (Corporate Seal of Principal)
(Corporation Secretary or
Assistant Secretary Only)

Surety (Name of Surety Company)

WITNESS:

By: _____

Title: _____ Attorney in Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent

EXHIBIT F

AUTHORITY OF OWNER'S SENIOR REPRESENTATIVE AND OWNER'S REPRESENTATIVE

Section 1 – Chain of Authority

- § 1.1 The Owner is Madison County Government which is a body corporate of the State of North Carolina governed by the elected members of the board who act in open public meetings.
- § 1.2 The chief administrative office of the Owner is the County Manager who is named as the Owner's Senior Representative in the Agreement.
- § 1.3 The Owner's Representative named in the Agreement is an employee of the Owner designated to act in the administration of the Project on a day-to-day basis and who reports to the Owner's Senior Representative.

Section 2 – Scope of Authority

- § 2.1 With reference to § 13.9 of Article 13 of the General Conditions, the Contract Documents may not be changed, altered, or amended in any way unless duly authorized by the board of the Owner. Changes in the Contract Time and Contract Price, Change Orders, and Basis of Design Documents must be approved by the board of the Owner. Contract Adjustments and final decisions on disputes, disagreements, and claims pursuant to Article 10 of the General Conditions and the Supplementary General Conditions must be approved by the board of the Owner.
- § 2.2 The Owner's Senior Representative shall perform the Owner's responsibilities in the site selection process, development of the Owner's Project Criteria, and the Design Development stage of the Work, except that final site selection and final Construction Documents shall be approved by the board of the Owner.
- § 2.3 The Owner's Representative shall serve as the initial point of contact for the Contractor and Sub-Contractor Consultants in the execution of the Project. The Owner's Representative shall work in conjunction with the Owner's Senior Representative in the performance of the Senior Representative's duties, the Owner's § 3.1, § 3.2, and § 3.5 responsibilities under the General Conditions and Supplementary General Conditions, and the general reviews, approvals, inspections, meetings, communications, and other day-to-day Owner activities in the execution of the project.

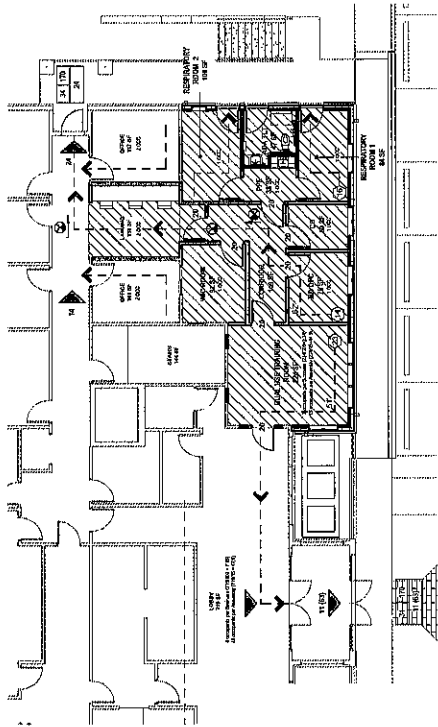
EXHIBIT G
DRAWINGS AND SPECIFICATIONS

NO.	DATE	REVISIONS

Project Number: 2020-115
 Date: 03/08/2021
 Drawn By: RBS
 LIFE SAFETY PLAN

OCCUPANT LOAD FACTORS

Business (B): 100 SF

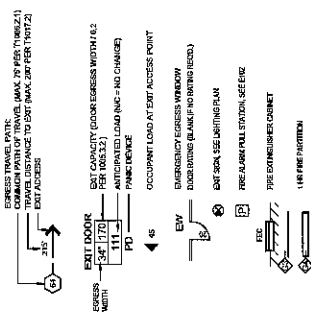


ADDITION LIFE SAFETY PLAN

LIFE SAFETY PLAN NOTES

1. LIFE SAFETY PLAN ILLUSTRATES CLASSROOM FOOTPRINTS IMPACTED BY PROJECT WORK AREA. ANALYSIS OF BUILDING EGRESS CAPACITY IS PROVIDED FOR EACH ROOM.
2. ROOMS NOT DESIGNATED AS VENT ARE DESIGNATED TO REMAIN.
3. ALL PARTIAL WALLS ARE CONSIDERED TO BE OPEN IN THE EGRESS ASSEMBLY.
4. PER IBC 101.2, ONE TRAVEL DISTANCE PERMITTED INCLUDING REVERSE OCCUPANCY.
5. LAYOUT OF LIFE SAFETY EGRESS DRIVERS SAFETY PLANS IS DISAGREEMENT. NOTES TO FLOOR PLAN, CEILING PLANS OR LOCATIONS.

LIFE SAFETY PLAN LEGEND



DATE: 03/08/2021
 TIME: 10:00 AM
 DRAWN BY: RBS

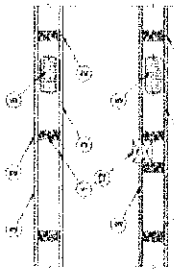
UL ASSEMBLY - U305

UL Product ID:
EQUIV205 - Fire-Retardant Barriers - ANSI-HI 205

ANSI-HI 205 - Fire-Retardant Barriers - ANSI-HI 205
This document is a technical specification for fire-retardant barriers. It defines the requirements for the materials and construction of these barriers, which are used to prevent the spread of fire and smoke in buildings. The specification covers the testing methods, performance criteria, and labeling requirements for these products.

UL Product ID:
EQUIV205 - Fire-Retardant Barriers - ANSI-HI 205

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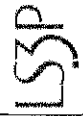
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NO OTHER AGENCY SHALL BE USED FOR THE PURPOSES OF THIS DOCUMENT.



LSP PROJECT: 0701-005980

MADISON COUNTY GOVERNMENT
ADDITION TO THE MADISON COUNTY HEALTH DEPARTMENT
483 MEDICAL PARK DRIVE
MARSHALL, NC 28753

NO.	DATE	REVISION

Drawn: 2020-15
Checked: 03/04/2021
Drawn By: RBS
UL DETAILS

Sheet Number:
LS1.1

