State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Tuesday, June 3, 2025, at 6:00 p.m. at the Admin Conference Room located at 140 Elizabeth Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, Commissioner Alan Wyatt, County Manager Rod Honeycutt, and Clerk Mandy Bradley. County Attorney Donny Laws joined the meeting at 6:36 p.m.

The meeting was called to order at 6:00 p.m. by Chairman Wechtel.

Item 1: FY 2025-2026 Budget Discussion

County Manager Rod Honeycutt discussed the proposed FY 2025-2026 budget with the Board and answered questions from Board members. Information discussed included budget options and recommendations, timeline, projections, facts and assumptions, proposed employee salary expense considerations, capital, and potential amendments.

Discussion was had by the Board, County Manager Honeycutt, and Finance Officer Kary Ledford regarding departmental current and lapsed salary considerations.

County Attorney Donny Laws joined the meeting at 6:36 p.m.

Item 2: Clifton D. Hamlin Grading, LLC Contract

County Manager Honeycutt presented and discussed a proposed contract with Clifton D. Hamlin, LLC. for site and utility work for modular office unit(s) placement on Carolina Lane in Marshall. Information discussed included proposed work to be completed, project timeline, and facility placement.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to accept the contract for site prep work for the temporary courthouse. (Attachment 2.1)

Item 3: Debris Removal Memorandum of Agreement with North Carolina Emergency Management

The Memorandum of Agreement with North Carolina Emergency Management to allow for management of the County's current debris removal project by the State of North Carolina due to the Hurricane Helene event was discussed by County Manager Honeycutt. Information discussed included waterway and private property debris removal and considerations for right of way of entries.

Cade Hooker, Emergency Management Officer, discussed the projects with the Board with counsel being provided by County Attorney Laws regarding authorization of the agreement by County Manager Honeycutt.

Item 4: Amendments to Madison County Personnel Policy

Item not discussed.

Item 5: Personnel

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to enter into closed session for personnel pursuant to N.C.G.S. 143-318.11 (a)(6) at 6:52 p.m.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to return to open session at 7:40 p.m.

Item 6: Adjournment

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 7:40 p.m.

This the 3rd day of June 2025.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is made as of the 3rd day of June in the year 2025, by and between the following parties, for services in connection with the Project identified below.

OWNER:
Madison County Government (hereinafter Owner, Vendor, Unit, or County)
PO Box 579
Marshall, NC 28753

CONTRACTOR:
CLIFTON D. HAMLIN GRADING, LLC
PO Box 323
Mars Hill NC 28754

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

Project name: Site and Utility Work for Modular Office Unit Placement

Project location: 258 Carolina Lane

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 Project Specification prepared by Civil Design Concepts, Requirement set forth in the Request for Proposal, 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 and Exhibits attached thereto;

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.

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 upon full execution of Agreement. ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later 13 June 2025 ("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 6
Contract Price

6.1 Contract Price. Owner shall pay Contractor in accordance with Article 6 of the General Conditions of Contract the sum of Five Hundred thirty-three thousand three hundred forty eight and 75/100 dollars ($533,348.75) ("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 completion of the specified work 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)*

Clifton D Hamlin
Clifton D. Hamlin Grading, LLC
PO Box 323
Mars Hill, NC 28754
828-689-9424

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)*

Clifton D. Hamlin
PO Box 323
Mars Hill NC 28754
828-689-9424

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)*

Clifton D. Hamlin
PO Box 323
Mars Hill NC 28754
828-689-9424

Article 10
Bonds and Insurance

10.1 Insurance. Contractor and Owner shall procure the insurance coverages set forth in the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Contractor shall performance bond and labor and material payment bond or other performance security as set forth in the General Conditions of Contract.

Article 11

11.1 OTHER PROVISIONS

11.1.1 Confidentiality of Documents. North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Proposal are subject to public disclosure unless specifically excepted by North Carolina General Statute §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a "trade secret," provided it meets the specific conditions as outlined in §132- 1.2(1)a-d.

County will attempt to withhold from public disclosure, or redact documents or information, designated "confidential trade secret" that clearly meet the conditions of NC G.S. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, County shall not be held responsible for any information that is released nor shall County be held responsible for nor pay any penalty or expense in relation to information so released. Any submission marked "confidential" or "trade secret" in its entirety may be rejected at the sole discretion of County.

11.1.2 Conflict of Interest. The Contractor must disclose in writing any potential conflict of interest to the County of Madison or pass through entity in accordance with federal policy.

11.1. 3 Access to Records and Reports (applies to all contracts regardless of contract amount). The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County or any of their authorized representatives access to any technical specifications, books, documents, papers, and records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the County or authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract. All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing State and Local procurement guidelines including access to records, accounts, documents, information, facilities, and staff.

11.1.4 Indemnification. The Vendor agrees to protect, defend, indemnify, and hold harmless Madison County, it's officers, employees, and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, and proceedings, or causes of action of every kind in connection with or arising out of this agreement and or the performance hereof that are due, in whole or in part, to the negligence of the Vendor, it's officers, employees, subcontractors, or agents. The Vendor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear other costs and expenses related thereto.

11.1.5 E-Verify. Effective September 4, 2013, North Carolina Local Government units are prohibited from entering into certain contracts unless the Vendor and the Vendors subcontractors, if any, comply with the requirements of North Carolina General Statutes (N.C.G.S) § 64-26(a). Prior to providing any services hereunder, Vendor and Vendors subcontractors, if any, are subject to the provisions of N.C.G.S §64-26(a). The Vendor agrees to fully comply with such statute and require Vendor's subcontractors, if any, to fully comply with such statute.

11.1.6 CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE

1. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of

Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. FEMA requires inclusion of the following contract provisions for procurement, including under exigent or emergency circumstances. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Termination for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under the contract, the County shall have the right to exercise its legal and equitable remedies, including without limitation, the right to seek specific performance of all or any part of the Contractor terminate the Contract. If the County chooses to terminate the contract, the County will give written notice to the Contractor specifying the effective date of the termination. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination, any or all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Unit become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the Unit for damages sustained by the Unit by virtue of any breach of the contract, and the Unit may withhold any payment due to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Unit from such breach can be determined. The Unit reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the Contractor without expense to the Unit. In the event of breach of the contract by the Contractor, the Unit may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under the contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Unit may immediately cease doing business with the Contractor, immediately terminate the contract for cause.

3. Termination for Convenience. The County may terminate this contract at its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving the Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the County to third parties. In the event of termination for convenience, the Contractor shall perform any services or work that the County designates to be completed prior to the date of termination. The Contractor will be paid for work completed pursuant to the contract prior to contract termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the contract.

4. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract as defined in 41
C.F.R. § 60-1.3, during the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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,

sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or 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 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, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. **Withholding for unpaid wages and liquidated damages.** The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

e. **Payroll and Records.** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain
the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

f. **Exceptions.** Pursuant to 40 U.S.C. 3701(b)(3)(A), none of the requirements of this Section 4 shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than $100,000.

6. **Contractor and Subcontractor Compliance with the Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or 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 the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. **Contractor and Subcontractor Compliance with the Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or 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 the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment.

a. Certification. If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, the Contractor certifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) of the Contractor and the Contractor's principals are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

b. Lower-Tier Transactions. The Contractor must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

c. Violation. This certification is a material representation of fact relied upon the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension or debarment.

9. Byrd Anti-Lobbying Amendment

a. No Lobbying with Federally Appropriated Funds. The Contractor certifies to the County, and Contractor shall cause each tier below it to certify to the tier directly above such tier, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting 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. This certification is a material representation of fact upon which the County has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

b. Certification of No Lobbying with Federally Appropriated Funds. Contractors that bid or apply for a contract exceeding $100,000 (including this Contract, if applicable) must file with County the certification in Attachment 1 to this Addendum, which is incorporated by reference. The Contractor also shall cause any subcontractor with a subcontract at any tier exceeding $100,000 to file with the tier above it the certification in Attachment 1 to this Addendum, which is incorporated by reference.

c. Disclosure of Lobbying Activities with Non-Federal Funds. Contractors that bid or apply for a contract exceeding $100,000 shall disclose, and shall cause each tier below it to disclose, using Disclosure of Lobbying Activities (Standard Form-LLL) any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This disclosure of lobbying activities is a material representation of fact upon which the County has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

10. **Procurement of Materials.** For contracts of $10,000 or more, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42
U.S.C. 6962, and shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a

timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

b. Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

This clause does not prohibit contractors from providing (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

d. Reporting requirements

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of

this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12.**Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United State, and "manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.**Access to Records.** The Contractor agrees to provide the County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14.**DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

15.**No Obligation by Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the County, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor agrees to include the preceding sentence in each subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.**Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to the Contractor's actions pertaining to this contract.

17.**Socioeconomic Considerations.** If subcontracts are to be let, the Contractor should consider small and minority businesses, women's business enterprises, labor surplus area firms, and veteran-owned businesses are used when possible. Consideration is defined by 2 C.F.R. § 200.321(b)(1)-(5).

18.**License and Delivery of Works Subject to Copyright and Data Rights.** If this contract involves intangible property pursuant to 2 C.F.R. 200.315, the Contractor grants to the County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

19.**Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

20.**Buy Clean.** The County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the County encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

21.**Other Non-Discrimination Statutes.** The County is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County agrees to not using any federal assistance awarded by FEMA to support procurements using exclusionary or discriminatory specifications.
Upon entering into a contract with the County, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

a. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of

Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,
Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

b. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29
C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

c. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

22. **Changes to Federal Requirements.** The Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. **Modifications or Changes to the Contract.** Contractor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant. All contract changes or modifications must be mutually agreed to in writing.

11.1.7 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.

OWNER	**CONTRACTOR**
Madison County Government	Clifton D. Hamlin Grading, LLC
Matt Wechtel, Chairman Board of Commissioners	Clifton D. Hamlin
By: _____	By: _____
(Signature)	*(Signature)*
(Printed Name) Matt Wechtel	CLIFTON D HAMLIN *(Printed Name)*
(Title) Chairman	*(Title)* MANAGER/MEMBER
Date: 6/3/25	Date: 6/3/25

Preaudit Certificate

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

Kary Ledford (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, CLIFTON D. HAMLIN GRADING, LLC certifies, to the best of his/her knowledge, that:

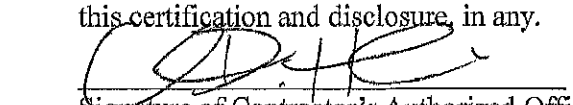
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, CLIFTON D. HAMLIN GRADING, 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

6/3/25

Date

CLIFTON D. HAMLIN MANAGER/MEMBER

Name and Title of Contractor's Authorized Official