

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Monday, February 3, 2025, at 4:00 p.m. at the Admin Conference Room, 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 was not in attendance.

Chairman Wechtel called the meeting to order at 4:00 p.m.

**Item 1: Personnel**

Upon motion by Vice-Chairman Hensley 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 4:01 p.m.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to return to open session at 6:28 p.m.

County Manger Rod Honeycutt requested that the Board authorize the County Manager to offer Lisa Wiggins the position of Transportation Director at a salary of \$53,000.00 for ninety (90) days and \$58,656.00 upon completion of the probationary period.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve.

**Item 2: Swartz Building Solutions, Inc. Agreement**

County Manager Rod Honeycutt presented and discussed the Swartz Building Solutions, Inc. agreement with the Board. Information discussed included contract necessity due to damage sustained during the Hurricane Helene event, facilities locations, budget, timeline, and the request for ratification of the contract.

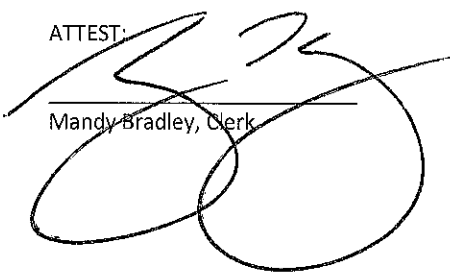
Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve. (Attachment 2.1)

**Item 3: Adjournment**

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 6:42 p.m.

This the 3rd day of February 2025.

ATTEST:

  
Mandy Bradley, Clerk

MADISON COUNTY

  
Matt Wechtel, Chairman  
Board of Commissioners



**Swartz Building Solutions, Inc. Sale Agreement**

<p><b>SELLER:</b> Swartz Building Solutions, Inc. 3600 Brentwood Drive Gastonla, NC 28056 (Phone 704-685-0810)</p>	<p><b>BUYER:</b> Madison County Government PO Box 579 Marshall, NC 28753</p>
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**Agreement :** Swartz Building Solutions, Inc. (herein referred to as "SELLER") agrees to sell, and (herein referred to as "BUYER") agrees to purchase the following products (herein referred to as the "PROPERTY") in accordance with the terms and conditions of this Agreement:

ITEM	DESCRIPTION	PRICE
	Per our proposal dated January 16, 2025 for Modular Office Units	<b>2,177,676.00</b>
	To include two (2) Mobile Office Units each 24'x58' for the Elizabeth Lane Location, One (1) Mobile Office Courthouse and One (1) Mobile Office Probation pending final design currently in process for the Carolina Lane Location.	
	Taxable	<b>112,881.80</b>
	<b>SUB TOTAL</b>	<b>2,290,557.80</b>
	<b>TOTAL</b>	<b>2,290,557.80</b>

**Payment Terms:**  
35% due upon execution of contract, 55% due at the time the courthouse building is delivered and 10% at issuance of Temporary Occupancy.

**TERMS AND CONDITIONS OF AGREEMENT**

- Acceptance of this Agreement by the BUYER shall evidence its consent to all of the terms and conditions contained herein. Contract Addendum I and II are made part of this agreement.
- PAYMENT TERMS:** BUYER shall pay to the Seller Invoices NET UPON RECEIPT OF INVOICE. Any deposits given shall be credited against invoices. In the event that the purchase and sale shall require multiple shipments, the SELLER may, at its option, issue separate invoices for each shipment. If a shipment or any part of the purchase and sale is delayed due to no fault of the SELLER, any balances owed to SELLER shall be paid net upon receipt of invoice.
- TAXES:** BUYER agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes. SELLER shall charge the applicable tax rates and remit to the proper government authority to the best of its knowledge. Any and all other governmental charges, taxes, fees, or levies of which SELLER is not aware, or is subject to which may not have been calculated into this Agreement shall be the responsibility of the BUYER.
- INSURANCE:** It is the responsibility of the BUYER to furnish General Liability and Casualty Insurance for the PROPERTY in amounts sufficient to cover the full value of the PROPERTY after delivery to the BUYERS site. Such insurance shall be in effect from the time of delivery of the PROPERTY to the site of the BUYER. The BUYER shall be responsible for any and all damages after the PROPERTY is delivered to BUYER'S site, including damages from theft, vandalism, any type of weather-related damages, or injuries to 3<sup>rd</sup> parties. It is understood and agreed that during the installation process while the SELLER has workmen on the jobsite, that damages to the PROPERTY will be covered by the SELLERS insurance if the damages were caused by the SELLER or the SELLERS agents. The SELLERS shall be responsible for himself or his agents, or subcontractor with regards to Workman's Compensation Insurance while on the BUYERS site, unless there is accident or injury caused to the SELLER or SELLERS AGENTS that is caused by negligence on the part of the BUYER. The BUYER shall be responsible for himself or his agents or subcontractors with regard to any and all Workman's Compensation issues.

6. **CODES:** The SELLER shall be SOLELY responsible for compliance with any and all applicable local building codes, and for obtaining any and all types of building permits and licenses that may be required for the *PROPERTY* and its installation. It is the BUYERS total responsibility for making sure that the use of such *PROPERTY* is lawful and acceptable for the BUYERS' site. The SELLER provides the *PROPERTY* with proper insignias and code compliance certifications from the State of North Carolina for Commercial Modular Buildings. It is the responsibility of the SELLER to obtain proper building permits from the local authority or ANY OTHER STATE OR LOCAL AGENCY that may have jurisdiction over this transaction, SELLER shall NOT be held responsible in any way for the failure to secure permits, or any type of licenses that may be required for the occupancy of the *PROPERTY* for its intended use. Failure to secure permits or proper zoning variance from local authorities shall not relieve the BUYER of the full obligation of the full purchase price of the *PROPERTY* ordered upon delivery to the BUYER. **SELLER DOES NOT WARRANT FOR ANY FITNESS FOR PURPOSE OR INTENDED USE OF THE PROPERTY OR FOR ITS MERCHANTABILITY**, other than the business occupancy rating per the state codes.

**DEPOSITS:** Any deposits given shall be NON-REFUNDABLE for any reason, unless provisions have been placed in writing in the body of this Agreement, which would allow for return of deposits. BUYER shall be obligated for all costs incurred by the SELLER in the execution of this Agreement.

7. **DELIVERY:** Time is of the essence in the performance of this Agreement. SELLER will notify BUYER of the approximate delivery time after order is placed. All delivery dates given are subject to change without notice and are estimates only.
8. **CHANGE ORDERS:** Any additional charges that are not priced at this time will be billed out as a Change Order. Any change order document will be subject to the terms and conditions of this original Agreement and any price changes will be invoiced separately or as a separate line item, referencing such written change orders.
9. **CLEAR ACCESS AND SITE CONDITIONS:** The BUYER is totally responsible for providing a clear and easy access to the site by normal over road delivery trucks, including ample room for site spotting without limitations, plus preparation of a compacted and completely level site suitable and/or foundation suitable for the loads intended. Foundations must be smoothed out with no ridges.
10. **FORCE MAJEURE:** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond the reasonable control of the SELLER, and if the SELLER gives the BUYER reasonable written notice of such event, then the obligations of the SELLER shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, delays in delivery due to fire, flood, windstorm, strike, riots, orders or acts of military or civil authority, inability to secure materials from the usual and customary sources of supply, labor or supply shortage, acts of God, or any other circumstance beyond Seller's control which shall prevent the making of deliveries in the normal course of business. BUYER shall not hold SELLER responsible for any liquidated damages, or any other type of damages or charge backs, regardless of the circumstances.
11. **OTHER ITEMS:** Unless otherwise specified, additional expense caused by overhead or underground obstructions, grading to bring site to level condition or abnormal soil conditions are the responsibility of the BUYER. The BUYER is totally responsible for all site locations of any and all overhead or underground obstructions. BUYER will hold SELLER and its employees, agents, vendors, workers, or personnel harmless from any and all problems, damages, injuries, or any monetary costs associated with underground obstructions. These include, but are not limited to any type of utility piping, gas lines, water lines, fiber optic cables, USTs, telephone lines, chemical lines, steam lines, or any other type of piping cables, or any other type of underground obstruction. BUYER agrees to have the site where the *PROPERTY* will be located to be scanned by a professional and responsible party and to clearly mark any underground obstruction with bright markings, as well as inform the installation crews of any type of underground obstructions.
12. **ZONING, SETBACKS, SITE SURVEYS:** The BUYER warrants that the area selected for the *PROPERTY* is owned by the BUYER, or the BUYER has the lawful rights to the area, and that SELLER shall be instructed where to place the *PROPERTY* for installation by the use of corner stakes set by the BUYER. The BUYER shall be solely responsible for any zoning restrictions, setback lines, encroachments, rights of way, easements, or any other restrictions on the placement of the *PROPERTY*. The BUYER agrees to hold harmless SELLER from all loss or damage or liability which may result by reason of installation of proposed *PROPERTY* or other work done or from any lack or defect of title in the BUYER, or by reason of subject installation violating any zoning restrictions or other laws applicable.
13. **INSURANCE FOR WORKMANS COMP:** See article 4 above.
14. **EXCEPTIONS:** The failure of SELLER to enforce at any time any one or more of the provisions of this Agreement shall not be considered as a waiver of such provisions, terms and conditions or of Seller's right thereafter to enforce all other provisions, terms and conditions contained in this Agreement.
15. **MERCHANTIBILITY and FITNESS:** **SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



16. **WARRANTY:** One year warranty on buildings starting when the buildings are ready to ship. SELLER has a one year warranty on any work performed under the contract.
17. **DEFAULT OF BUYER:** The occurrence of any of the following shall constitute a material default under this Agreement:
- The failure of the BUYER to make a required payment when due.
  - The insolvency or bankruptcy of the BUYER.
  - The subjection of the BUYER'S property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or governmental agency.
- The SELLER may exercise any and all remedies under law to collect monies owed from any default on the part of the BUYER, and the BUYER shall pay all reasonable legal and attorney's fees and costs in the collection of monies owed to the SELLER. BUYER hereby grants SELLER a security interest in the PROPERTY and the SELLER reserves the right to repossess the PROPERTY from the site of the BUYER should any material default occur on the part of the BUYER.
18. **NOTICES:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above. The notice shall be deemed received when delivered and signed for.
19. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of North Carolina
20. **TYPOGRAPHICAL & CLERICAL ERRORS:** SELLER reserves the right to correct any typographical, clerical, or mathematical errors that may be in this Agreement, or incorporated documents, without prejudice or penalty from the BUYER. Any mathematical errors which result in totals being different than stated above shall be corrected and BUYER is obligated to pay such corrected amounts.
21. **ASSIGNMENT:** Neither SELLER nor BUYER may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
22. **ENTIRE AGREEMENT:** This Agreement, and all agreements or documents referred to herein, contains the entire agreement of the SELLER and BUYER regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
23. **AMENDMENT:** This Agreement may be modified or amended if the amendment is made in writing and signed by both SELLER and BUYER.
24. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
25. **WAIVER OF CONTRACTURAL RIGHT:** The failure of the SELLER to enforce any provision of this Agreement shall not be construed as a waiver or limitation of SELLER'S right to subsequently enforce and compel strict compliance with every provision of this Agreement.



Scope of Work/Delineation of Responsibilities

		ITEM DESCRIPTION	Madison	SBS	Other
1		<b>CONTRACT REVIEW</b>			
	A	Review of Sale Agreement with mutually approved changes if applicable	X	X	
2		<b>PROPOSED WORK SCHEDULE</b>		X	
3		<b>INSURANCE ( Gen. Liability &amp; Casualty Insurance )</b>			
	A	Insurance on modules while "in transit" to site			N/A
	B	Insurance on modules after delivery to site	X		
4		<b>TAXES</b>			
	A	Any type of applicable ( sales or rental, local or state )	X		
	B	Property Taxes of any type	X		
5		<b>ZONING ISSUES</b>			
	A	Any type of zoning compliance issues with local authority	X		
6		<b>PERMITS</b>			
	A	Building permits – General Building Permit, as required		X	
	B	Electrical permits, for hookup of power to mains	X		
	C	Plumbing permits for site install to sewer, or connections	X		
	D	Mechanical Permits, for HVAC or other mechanical issues	X		
	E	Certificates of Occupancy		X	
7		<b>DRAWINGS &amp; PLANS</b>			
	A	Building "shop" drawings for review and comment		X	
	B	Engineered Drawings of modular building to be used for approval of local authorities. Includes foundation plans.		X	
	C	Engineered <u>SITE</u> drawings of proposed site for project and building(s) for permits	X		
	D	Engineered drawings for sediment control, erosion control, retaining walls, parking, handicap access, ramps, steps, or any other drawings other than standard package from modular factory	X		
	E	Any other type of drawing engineered or otherwise, needed to accomplish the installation of the building. (I.e. health departments, etc.)	X		
8		<b>PREPARATION OF SITE</b>	X		
	A	ALL Clearing & demolition work	X		
	B	ALL Grading work of any type	X		
	C	ALL Fill & pad compaction of any type	X		
	D	ALL Leveling to grade of any type	X		
	E	ALL access for easy accessibility by large trucks	X		
	F	ALL Retainer Walls, if required			N/A
9		<b>FOUNDATIONS and / or FOOTERS</b>			
	A	Prep site for foundation footings, level & compacted	X		
	B	DIG FOOTERS (per engineered drawings from factory)			N/A
	C	POUR FOOTERS (per engineered drawings from factory)			N/A
10		<b>WATER &amp; SEWER UTILITIES CONNECTS</b>			
	A	Main Supply Water line installation, plus water pressure regulator or back flow prevention, as required by local codes.	X		
	B	Sewer and/ or Septic tank, plus all connections from building, and to sewer or septic, plus any impact fees	X		
	C	Connection of waste pipe protruding from each fixture through the floor and exposed under the building after install. <b>IMPORTANT NOTE:</b> Each and every fixture (sink, commode, washer, etc) with waste water needs to be connected <u>UNDER THE CRAWL SPACE</u> . Count each one as a separate connection to a main trunk line, which will be installed by the SITE PLUMBER to the sewer.	X		
		<b>ITEM DESCRIPTION</b>			
	D	Inter Connection of SUPPLY Water lines. At the matelines where modules come together, any water supply line needs to be inter-connected	X		

		by SITE PLUMBER.			
	E	PRESSURE REGULATOR: Max 40 pounds PSI			N/A
11		ELECTRICAL UTILITIES CONNECTS			
	A	Power Panel Boxes installed in modules ( see below *)	X		
	B	Wiring from Electric Panel Box(es) to outlets, or lights and switches (within a module perimeter only )	X		
	C	Power Panel Connections to Outside distribution sources, sub-panels to modules, interconnections between modules to outside power boxes, and to main line meter box and power distribution system. Includes all labor and materials for above.	X		
	D	CROSS OVER INTERCONNECTIONS. Connection between pre wired module sections above ceiling (or may be in crawl space ) of pre-wired loose ends to junction boxes which are pre-installed by the factory. Inter connection electric schematic will be on engineered plans. This will need to be accomplished by the CUSTOMER ELECTRICIAN ON SITE after installation of building.	X		
	E	Power poles or underground utilities, transformers, work with local utilities companies, meter bases, etc.	X		
12		PHONE SYSTEMS and all components	X		
13		FIRE ALARM SYSTEMS and all components	X		
14		BURGLAR ALARM SYSTEMS and all components	X		
15		SPRINKLER - FIRE SUPPRESSION SYSTEMS of any type. Includes fire caulking of any penetrations of sprinkler heads, sprinkler lines, or any other penetration that occurs after building leaves factory.	X		
		Fire extinguishers per local fire codes	X		
16		INSTALLATION OF BUILDING MODULES			
	A	Transport of modules to customer site		X	
	B	Spotting onto prepared site by Delivering Truck (NOTE: If delivering truck cannot spot onto site, any additional down time, or special machinery needed to spot the modules onto the site may incur additional charges )		X	
	C	INSTALLATION of modules on site on ABS Pads		X	
	D	Interconnection of modules per engineered plans		X	
	E	Trim out of modules at mate lines (interior & exterior)		X	
	F	Install tiedown systems as recommended by code or plans		X	
	G	Install CMU block DRY STACKED blocks onto footer, per engineered plans.		X	
	H	Surface Bonding Cement ( If required on building installations on drawings) - If not required by state or local codes this item becomes not applicable.		X	
17		GUTTERS & DOWNSPOUTS			
	A	If typical metal type downspouts, connections cannot be made until after foundation covering is installed.	X		
	B	splash blocks or splash control devises after setup	X		
18		FLOOR COVERINGS (any type)			
	A	Cleaning after setup (for deep clean prior to move in)	X		
19.		MATELINES			
	A	Provide and install standard mateline materials at floor, ceiling, and walls of modules.		X	
20.		ENTRANCES			
	A	Steps of any type		X	
	B	Handicap ramps of any type		X	
	C	Platforms and decks of any type		X	
	D	Walkways of any type	X		
	E	Canopies of any type	X		
	F	Street Curbs & Gutters	X		
	G	Landscaping of any type	X		
21.		MODIFICATIONS/UPGRADES/PAINTING/ IMPROVEMENTS	X		

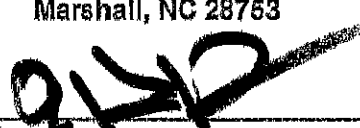
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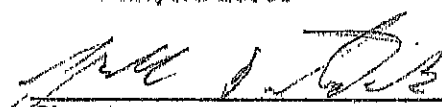
		TO BUILDING			
22.		<b>TIRES &amp; AXLES</b>			
	A	REMOVE TIRES / AXLES.		X	
23.		<b>TRASH REMOVAL</b>			
	A	Provide large roll off type dumpster for setup debris, trash from installation.		X	
	B	All landfill fees or dumpster removal fees		X	
24.		<b>WINDOW COVERINGS</b>			
	A	Furnish and install blinds or mini-blinds		X	
	B	Furnish and install all curtains, special window treatments	X		
25.		<b>FURNITURE</b> (Swartz can provide you with pricing for furniture upon request)			
	A	Any type office furniture, files, desk tops, chairs	X		
	B	Any type built in furniture, Chalkboards, Corkboard, etc (NOTE: On drawings furniture is shown for scale purposes only and not to be considered part of building unless called out in specs.)	X		
26.		<b>SIGNAGE</b>			
	A	all signage for HC baths, offices, etc.	X		
	B	all signage for site, parking, handicap signage, etc.	X		
27.		<b>HVAC SYSTEMS</b>			
	A	Balance HVAC after building install	X		
28.		<b>WARRANTY ITEMS</b>			
	A	One year warranty on buildings starting when the buildings are ready to ship. SELLER has a one year warranty on any work performed under the contract.		X	

This agreement and any document referenced here shall become the basis for this sale transaction.

**BUYER: Madison County Government**  
**PO Box 579**  
**Marshall, NC 28753**

**SELLER: Swartz Building Solutions, Inc.**  
**3600 Brentwood Drive**  
**Gastonia, NC 28056**

  
 \_\_\_\_\_  
**Signature**  
 Rod Honeycutt  
 \_\_\_\_\_  
**Print Name**  
 County Manager  
 \_\_\_\_\_  
**Title**  
 January 31, 2025  
 \_\_\_\_\_  
**Date**

  
 \_\_\_\_\_  
**Signature**  
 Randall F Swartz, Sr  
 \_\_\_\_\_  
**Print Name**  
 President  
 \_\_\_\_\_  
**Title**  
 January 31, 2025  
 \_\_\_\_\_  
**Date**



#### CONTRACT ADDENDUM I

1. **Contractor Responsibilities:** The Contractor should be prepared to obtain permits, deliver, install and obtain Certificates of Occupancy for the three (3) smaller mobile unit(s) by February 1, 2025, and the larger Courthouse unit by March 15, 2025.

2. **Delivery and Storage:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing materials during installation. The Unit will not assume any responsibility for receiving these shipments. The Contractor shall check with the appropriate Unit representative and make necessary arrangements for security and storage space during installation.

3. **Installation:** The Contractor shall provide an adequate number of well-qualified personnel to install the mobile units.

\* The mobile unit(s) shall be anchored at time of delivery/installation in accordance with state and local code and industry best practice.

\* Skirting shall be installed at time of delivery and shall include enough skirting to provide full coverage of the mobile office unit(s) to ground level.

\* Contractor is required to provide and install ADA compliant handicap ramp and normal stairs.

\* Installation will be done in compliance with Unit's code requirements.

4. **Inspection of Final Product:** The Unit will conduct a final walk through once the installation is completed. The Unit will have 72 hours to complete the walk through and report any discrepancies or deficiencies to the Contractor. Any discrepancies or deficiencies shall be promptly and permanently corrected by the Contractor within ten (10) business days at the sole expense of the Contractor prior to final acceptance of work. Specification plan/sheets and wiring diagrams, marked to record all changes made during installation or construction must be provided prior to final inspection.

#### 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 exempted by North Carolina General Statute §132-1.2 and §66-352 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. Madison 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, Madison County shall not be held responsible for any information that is released nor shall Madison 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 Madison County.

5. **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.

6. **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.

7. **Insurance:** The Vendor shall be responsible for its work and every part thereof. The Vendor assumes all risks of direct and indirect damage or injury to the property of persons used or damage or injury to the property of persons used or employed on or in connection with the work contracted for and all damage or injury to any person or property wherever located, resulted from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

The selected Vendor shall purchase and maintain in force, with an insurance company licensed to do business in the State of North Carolina, at its own expense, insurance that will protect the Vendor from claims which may arise out of or result from the Vendor execution of the work, whether such execution be by himself, the employees, agents, or by anyone for whose acts any of them may be liable. If any such work coverage by the contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his subcontractors, employees, or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor or its forces as enumerated above.

#### I. Workers Compensation

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident

\$500,000 Disease- Each Employee

\$500,000 Disease- Policy Limit

#### II. Commercial General Liability

Covering all operations involvement in this Agreement.

\$2,000,000 General Aggregate



\$2,000,000 Products/ Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury Limit

\$5,000 Medical Expense Limit

III. Commercial Automobile Liability

\$1,000,000 Combined Single Limit- Any Auto

IV. Professional Liability

\$1,000,000 Claims-Made

The Vendor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of this Agreement.

8. Indemnification: The Vendor agrees to protect, defend, indemnify, and hold harmless Madison County, its 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, its 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.

9. 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.

#### **CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE**

1. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgment 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 Unit 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 Unit chooses to terminate the contract, the Unit 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 Unit 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 Unit to third parties. In the event of termination for convenience, the Contractor shall perform any services or work that the Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 UNIT 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 UNIT 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. 8704.(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 Unit and understands and agrees that the Unit 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 Unit and understands and agrees that the Unit 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 Unit. 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 Unit, 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 Unit, 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 Unit 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 Unit 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 Unit 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 405-149-1, 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.

a. **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 States, 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 Unit, 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 Unit 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 Unit, 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. § 200.921(b)(4)-(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. 200.919, the Contractor grants to the Unit 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 Unit or acquire 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 Unit 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 Unit.

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 Unit encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Unit 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 Unit 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 Unit 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 Unit, 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. § 4154 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.

28. 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.

BUYER: Madison County Government  
PO Box 579  
Mare Hall, NC 28754

Signature

Rod Honeycutt  
Print Name

County Manager  
Title

January 31, 2025  
Date

SELLER: Swartz Building Solutions, Inc.  
3600 Brentwood Drive  
Gaston, NC 28053

Signature

Rendall F Swartz, Sr.  
Print Name

President  
Title

January 31, 2025  
Date

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

CONTRACTOR: Swartz Building Solutions, Inc.

COUNTY DEPARTMENT: Madison County Government

SUBJECT OF CONTRACT: Mobile Office Units

DATE/TERM OF CONTRACT: \_\_\_\_\_

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.

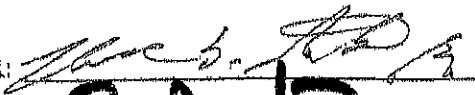
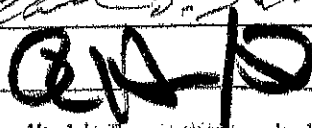
**Acceleration Clause.** To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

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

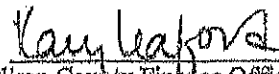
**Indemnity, Hold Harmless, Assumption of Risk.** To the extent that any provision of the Contract allows for any limitations on the Contractor's liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions 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: President  
For MADISON COUNTY  Title: County Manager

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

By:   
Madison County Finance Officer