

EXTERNAL CONTRACT ADDENDUM

1. **Applicable Laws and Courts.** This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
2. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
3. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
4. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
5. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
6. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
7. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
8. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.
9. **Priority of Terms.** The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.

EXHIBIT 1

INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Town, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained. The Contractor shall provide Certificate of Insurance as indicated, and with minimum limits as indicated below.

- a. The Contractor shall provide and maintain or insure during the life of the contract **Workmen's Compensation Insurance** for all employees employed at the site of the project under his contract or subcontracts in an amount meeting the statutory requirements of the State of North Carolina.
- b. The Contractor shall provide and maintain during the life of the contract **Automobile Bodily Injury and Property Damage Liability** covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit-Bodily injury and property damage combined.
- c. The Contractor shall provide and maintain during the life of the contract **Comprehensive General Liability**. Bodily Injury and Property Damage Liability shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operations are performed by the contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage (XC&U); stating if policy is written on a claims made or occurrence basis.
- d. The Contractor shall furnish such additional insurance as may be required by statutory requirements of the State of North Carolina.
- e. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in the amount of coverage or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and the Town of such alteration or cancellation, sent by registered mail.

- f. The Contractor shall furnish the Town with satisfactory proof of coverage of the insurance required before written approval is granted by the Town.
- g. Additional Insured shall be listed as the Town of Pineville, North Carolina and ElectriCities of North Carolina. Do not list an individual's name in that portion of the certificate. **An original copy of the additional insured Endorsement must be included with the Certificate of Insurance.**

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Contract") is made and entered into _____ of _____, 2026 between The **Town of Pineville, North Carolina**, with a mailing address of P.O. Box 249, Pineville, NC 28134 ("Town") and _____ ("Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. The Contractor agrees to provide the services, goods, materials, equipment, and/or software (the "Services" and/or "Goods," as appropriate) to fully, timely and properly complete **Electric Substation Erection** as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as Exhibits A and B.

The term of this Contract shall be **150 days after Notice to Proceed**.

This Contract does not grant the Contractor the right or the exclusive right to provide specified Services and/or Goods to TOWN. Similar Services and/or Goods may be obtained from sources other than the Contractor (or not at all) at the discretion of TOWN.

The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services and supply the Goods or in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services and/or Goods; (ii) it will provide the Services and/or Goods in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services and/or Goods under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services and/or Goods; (iv) it shall provide the Services and/or Goods in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of TOWN. TOWN hereby agrees to pay to the Contractor for the faithful performance of this Contract, and the Contractor hereby agrees to provide all of the Services and/or Goods, for the sum not to exceed \$_____ ("Contract Price") subject to adjustments as provided for in the Contract Documents:
3. Project Coordinator. **Tammy Vachon** is designated as the Project Coordinator for TOWN. The Project Coordinator shall be TOWN' representative in connection with the Contractor's performance under this Contract. TOWN has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. _____ is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. TOWN will make payment after invoices are approved on a net 30-day basis. TOWN will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on the following schedule: **End of Month**.
6. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, TOWN and the Service Provider have executed this Contract on the day and year first written above.

Service Provider Name

Signature of Authorized Representative Date

Service Provider's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Pineville

Signature of Authorized Representative Date

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

Signature of Authorized Finance Officer Date

Attachment A

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. Acceptance. Contractor's execution of this Contract and/or acknowledgment of the terms of any applicable purchase order ("Purchase Order"), without timely express written objection, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids or Contractor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Contractor and TOWN that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and TOWN with respect to the purchase by TOWN of the Services and/or Goods (the "Goods" and/or "Services," as appropriate) provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to TOWN shall control. A Purchase Order constitutes an offer by TOWN and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to TOWN shall be deemed accepted by or binding on TOWN. TOWN hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until TOWN' authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by TOWN are subject to correction.
2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by TOWN. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. Prices. If Contractor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Contractor agrees to give TOWN the benefit of such lower price on any such Goods. In no event shall Contractor's price be higher than the price last quoted or last charged to TOWN unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to TOWN' accounts payable department with a copy to TOWN Project Coordinator.
5. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. Taxes. Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for TOWN' records.
7. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by TOWN or its nominee.

11. Rejection. All Goods shall be received subject to TOWN' inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. TOWN may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, TOWN may contract with a third party to replace such Goods Services and charge Contractor the additional cost.
12. Warranties. Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by TOWN of the Goods and shall run to TOWN and any user of the Goods. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, TOWN shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
13. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if TOWN determines that Contractor, its agent or another representative, has violated any provision of law.
14. Use of Federal Funds. If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)
15. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
16. Conflict of Interest. Contractor represents and warrants that no member of TOWN or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
17. Gratuities. Contractor represents and warrants that no member of TOWN or any of its employees has been or will be offered or given a gratuity to an official or employee of TOWN in violation of applicable law or policy.
18. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a TOWN Contract or in connection with a subcontract relating to a TOWN Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to TOWN in writing the possible violation.
19. Iran Divestment Act. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
20. *Divestment from Companies that Boycott Israel*. The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
21. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
22. Indemnification. Contractor shall indemnify and hold harmless TOWN, its officers, agents, employees

and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless TOWN, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower- tier subcontractors enter premises occupied by or under the control of TOWN in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless TOWN, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

23. Insurance. Unless such insurance requirements are waived or modified by the Town, Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to TOWN and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by Contractor to TOWN and shall contain the provision that TOWN be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
24. Termination for Convenience. In addition to all of the other rights which TOWN may have to cancel this Contract or an applicable Purchase Order, TOWN shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from TOWN to Contractor. If the Contract is terminated by TOWN in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. TOWN will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
25. Termination for Default. TOWN may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to TOWN law or equity, TOWN may procure upon such terms as TOWN shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to TOWN for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
26. Contract Funding. It is understood and agreed between Contractor and TOWN that TOWN' obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of TOWN for any payment may arise until funds are made available to TOWN' Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. TOWN shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

27. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by TOWN to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
28. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to TOWN any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within thirty {30} days after TOWN notifies Contractor in writing that a payment has been determined to be improper.
29. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of TOWN.
30. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
31. Key Personnel. Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from TOWN Project Coordinator (the individual at TOWN responsible for administering the Contract).
32. Contract Modifications. The Contract may be amended only by written amendment duly executed by both TOWN and Contractor.
33. Relationship of Parties. Contractor is an independent contractor and not an employee of TOWN. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and TOWN. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
34. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by TOWN.
35. Monitoring and Evaluation. Contractor shall cooperate with TOWN, or with any other person or agency as directed by TOWN, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit TOWN to evaluate all activities conducted under the Contract. TOWN has the right at its sole discretion to require that Contractor remove any employee of Contractor from TOWN Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for TOWN' dissatisfaction with the Services and/or Goods of Contractor's employee.
36. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by TOWN, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by TOWN' Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then TOWN shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
37. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. TOWN reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
38. Inspection at Contractor's Site. TOWN reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for TOWN determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
39. Confidential Information. All information about TOWN provided to the Contractor or its officers, employees, agents, representatives and advisors (the "Contractor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Contractor or any Contractor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information".

Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Contractor, (b) was known by or available on a nonconfidential basis to Contractor before it was disclosed by TOWN or (c) becomes available to Contractor on a nonconfidential basis from a third party whom Contractor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, TOWN. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Contractor and Contractor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Contractor Representatives who must have the information to fulfill Contractor's obligations under the Contract and who agree to observe the terms of this Section. Contractor and Contractor Representatives will not use the Confidential Information for any purpose other than fulfilling Contractor's obligations under the Contract. By way of example and not limitation, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Contractor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Contractor will provide TOWN with prompt and timely notice of the requests or requirements so that TOWN can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If TOWN does not obtain a protective order or other remedy, Contractor will only disclose that portion of the Confidential Information which Contractor's legal counsel determines Contractor is required to disclose. Upon termination of the Contract or otherwise upon TOWN' request, Contractor will promptly deliver to TOWN all Confidential Information in the possession of Contractor or the Contractor Representatives.

Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of TOWN' personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

40. Intellectual Property. Contractor agrees, at its own expense, to indemnify, defend and save TOWN harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that TOWN' use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
41. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
42. Background Checks. At the request of TOWN' Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to TOWN criminal background check and drug testing procedures.
43. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
44. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
45. Force Majeure. If TOWN is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by TOWN or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of TOWN.
46. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by TOWN. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of TOWN, be turned over to TOWN. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to TOWN shall not, unless otherwise specifically agreed upon in writing by TOWN, be deemed to be confidential or proprietary information and shall be acquired by TOWN free from any restrictions as part of the consideration of the Contract.

47. Strict Compliance. TOWN may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
48. General Provisions. TOWN' remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, TOWN shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without TOWN' prior, express written consent.
49. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
50. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.