



Mayor

M. Andy Moore

Mayor Pro-Tem

Roger A. Wood

Council Members

Gettys Cohen, Jr.

Sloan Stevens

Travis Scott

David Barbour

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Assistant Town Manager

Kimberly Pickett

Finance Director

Andrew Harris

Town Clerk

Elaine Andrews

Town Council Agenda Packet

Meeting Date: Tuesday November 18, 2025

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers
350 East Market Street
Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING
November 18, 2025
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations:

Page:

- 1. Acceptance of 2025 NC One Water Potable Water Distribution System of the Year Award**
(Public Utilities Director – Ted Credle) See attached information.....1
- 2. Acceptance of 2025 NC One Sanitary Sewer Collection System of the Year Award**
(Public Utilities Director – Ted Credle) See attached information.....4

Public Hearings: None

Citizens Comments:

Consent Agenda Items:

- 1. Consideration and request for approval to Adopt Resolution 791 (30-2025) authorizing the disposition of certain surplus property and the auctioning of that property by the electronic service of GovDeals.com:** The Public Utilities Department wishes to dispose of a 2003 International Bucket Truck. Staff respectfully requests approval of Resolution 791 (30-2025) authorizing sale of surplus property in accordance with NC G.S. 160A-270.
(Town Clerk – Elaine Andrews) See attached information.....7

- 2. Consideration and request to reappoint Mike Fleming to the Johnston County Economic Development Committee representing the Town of Smithfield:** The General Government Administration Office is in receipt of an application for the reappointment of Mike Fleming to the Johnston County Economic Development Committee representing Smithfield. The County Clerk's Office respectfully requests the Council's consideration and a response from staff by December, 2025.
(Town Clerk – Elaine Andrews) See attached information.....11
- 3. Consideration and request for approval for Budget Amendments:** The Finance Department respectfully requests approval of budget amendments. During the fiscal year, budget amendments are periodically required to ensure that the Town's Budget Ordinance remains balanced and accurately reflects operational needs. These adjustments address unforeseen circumstances or expenditures that were not known at the time the original budget was adopted. Staff recommends that the Town Council approve the attached Budget Amendment as presented.
(Finance Director – Andrew Harris) See attached information.....15
- 4. Special Event – Bulldog Harley Davidson Naughty or Nice event:** Bulldog Harley-Davidson is requesting to hold a Naughty or Nice event at 1043 Outlet Center Drive on December 6, 2025. The event will run from 11:00 am to 4:00 pm. A food truck will be on-site to sell food.
(Planning Director – Stephen Wensman) See attached information.....21
- 5. Special Event – Bulldog Harley Davidson Sip & Shop event:** Bulldog Harley-Davidson is requesting to hold a Sip & Shop event at 1043 Outlet Center Drive on December 13, 2025. The event will run from 11:00 am to 4:00 pm. A food truck will be on-site to sell food.
(Planning Director – Stephen Wensman) See attached information.....27
- 6. Special Event – Bulldog Harley Davidson Pictures with Santa event:** Bulldog Harley-Davidson is requesting to hold Pictures with Santa at 1043 Outlet Center Drive on December 20, 2025. The event will run from 11:00 am to 4:00 pm. A food truck will be on-site to sell food.
(Planning Director – Stephen Wensman) See attached information.....34
- 7. New Hire Report**
(Human Resources Director – Shannan Parrish) See attached information.....42
- 8. Consideration and request for approval for Donation of Sick Leave to an Employee:** Staff is requesting Council approval to allow the donation of accrued sick leave from Town employees to an eligible employee who has submitted a request for donated leave.
(Human Resources Director – Shannan Parrish) See attached information.....44

- 9. Consideration and request for approval for award of Contract for Constructing the South Smithfield Water Line Extension:** Staff respectfully requests that the Council approve the selection of Jymco Construction Company, Inc., the lowest responsive and responsible bidder, for the South Smithfield Water Line Extension project at a contract price of \$898,500.00, and authorize the Town Manager to execute the agreement.
(Public Utilities Director – Ted Credle) See attached information.....46

Business Items:

- 1. Consideration and request for approval to award a bid to the lowest most responsible bidder for the Downtown Street Resurfacing Project:** The Public Works Department respectfully requests the Council’s approval to enter into a contract with Coastline Contracting Company, LLC, the lowest responsive and responsible bidder, in the amount of \$1,384,572.77. Pursuant to the Council’s request at the October 21, 2025, regular meeting, staff has obtained and verified references to confirm the company’s satisfactory reputation and work experience.
(Public Works Director – Lawrence Davis) See attached information.....80
- 2. Consideration and request for approval to enter into a contract with W.T.B.C., LLC, aka Tobs Baseball, LLC:** The Town of Smithfield is requesting approval to enter into a contract with W.T.B.C. LLC (aka the Tobs) for the use of a coastal league baseball facility – to include concession stands, meeting rooms, locker rooms, baseball field and stadium storage areas at the Smithfield Community Park.
(Assistant Town Manager – Kimberly Pickett) See attached information.....86
- 3. Consideration and request for approval to enter into a contract with Muter Construction Inc. for the design service and construction of a baseball field for the guaranteed maximum price of 6,000,000:** The Parks and Recreation Department is requesting the consideration and approval to enter into a contract for the construction of a baseball venue to be located at 1500 Buffalo Rd. at Smithfield Community Park.
(Parks & Recreation Director – Gary Johnson) See attached information.....93

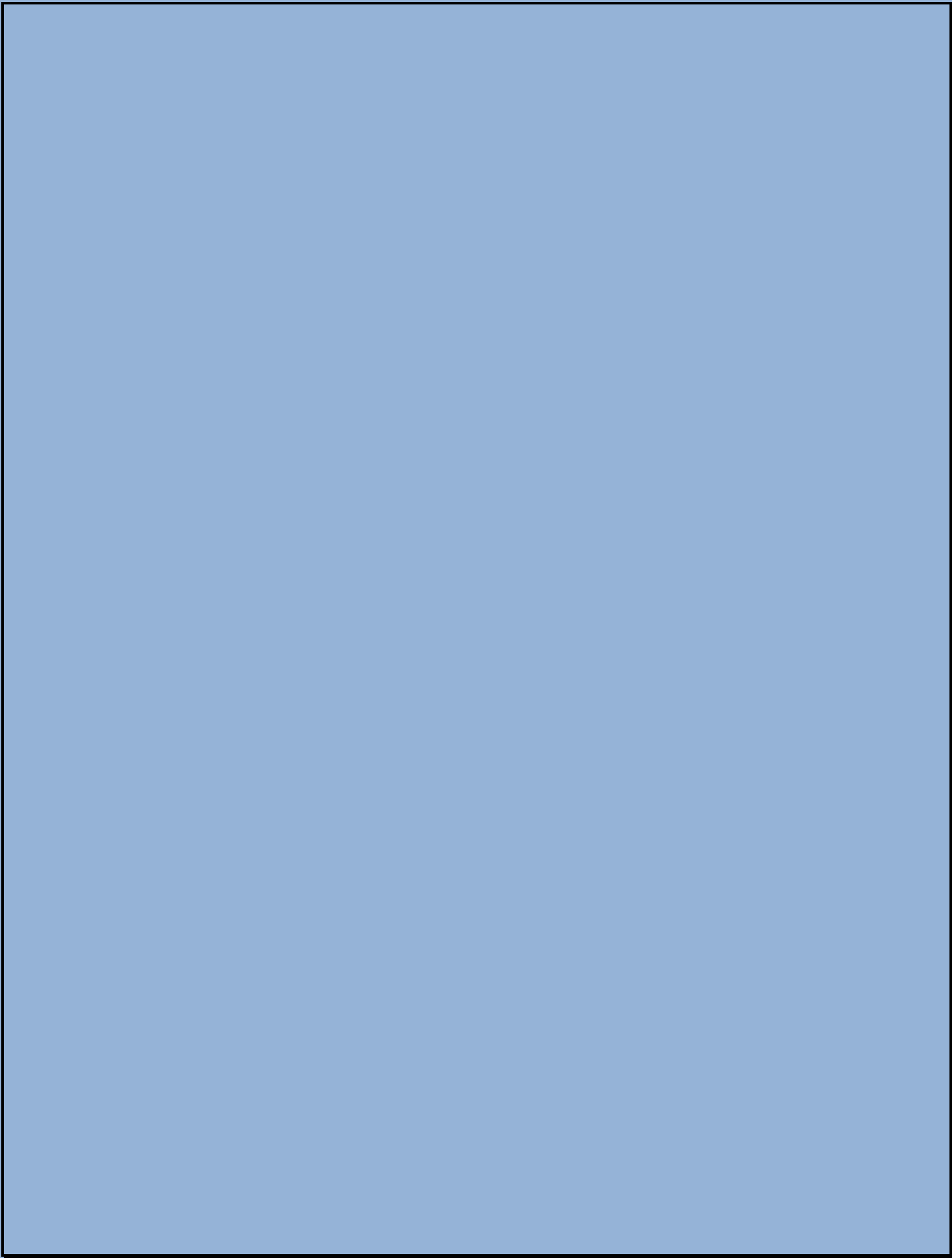
Councilmember’s Comments

Town Manager’s Report

- **Financial Report**.....135
- **Department Reports**.....141

Adjourn

Presentations





Request for Town Council Action

Presentation: Award
Presentation

Date: 11/18/2025

Subject: NC One Water Award Presentation

Department: Public Utilities Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Presentation

Issue Statement

Acceptance of the 2025 NC One Water – formerly the North Carolina American Water Works Association & Water Environment Federation - Award for Sanitary Sewer Collection System of the year!

Financial Impact

None

Action Needed

Accept the Award as was given by the NC One Water

Recommendation

Staff recommends acceptance of the award

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Email Letter of Notification



Staff Report

**Presentation: Award
Presentation**

The purpose of the NC One Water Collection System of The Year Award is to identify and recognize the municipality that protects the public health and the natural beauty of the environment through pro-active practices of management, operations and maintenance beyond what is required of its NCDEQ collection system permit.

To assist in these efforts, the committee annually recognizes three wastewater collection systems in our state based on the size of their collection system (small, medium & large systems). For the eighth time in nine years, the Town of Smithfield won their size category. In fact, this year the Town won the "Overall" designation, indicating we were judged highest amongst all entrants!

Recipients of the award will have demonstrated that they perform quality collection system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their collection system in good working condition to minimize health hazards and property damage that occur due to sanitary sewer over flows during both wet weather and dry weather conditions.

The award honors the collection system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater collection system facilities. The recipient's staff prove themselves to make the most of their available resources, no matter how great or small.

**

From: Mallory Burch <mburch@nconewater.org>
Sent: Wednesday, October 8, 2025 4:09 PM
To: Ted Credle <ted.credle@smithfield-nc.com>
Subject: NC One Water Award Winner Notification

Dear Ted,

On behalf of NC One Water, I am delighted to inform you that Town of Smithfield has been selected as the 2025 recipient of the Wastewater Collections System of the Year- Overall Winner.

We will be celebrating all our state-level and national award winners at this year's Annual Conference. **The Awards Celebration will be held on Tuesday, November 4th, from 6:30 – 9:00 p.m. in Ballroom C at the Raleigh Convention Center. You and a guest are invited!**



The event will begin with a social hour and cash bar, then dinner, and conclude with a meaningful opportunity to be recognized by your peers across the North Carolina water industry.

Please RSVP by Friday, October 17, to let us know if you plan to attend. Please follow this link to RSVP: <https://nconewater.org/events/EventDetails.aspx?id=1980493>
Once you RSVP, please redeem your free guest using promo code: AwardWinnerGuest, you can also purchase additional guest tickets on the same page.

Additionally, please send over a photo for us to use in our presentation and press release.

We look forward to celebrating your accomplishments! Congratulations!



MALLORY BURCH

Engagement Manager

919-784-9030
mburch@nconewater.org
859 Washington St., Raleigh, NC 27605
www.nconewater.org





Request for Town Council Action

**Presentation: Award
Presentation**

Date: 11/18/2025

Subject: NC One Water Award Presentation
Department: Public Utilities Department
Presented by: Public Utilities Director - Ted Credle
Presentation: Presentation

Issue Statement

Acceptance of the 2025 North Carolina American Water Works Association & Water Environment Federation – Now called NC One Water - Award for Potable Water Distribution System of the year!

Financial Impact

None

Action Needed

Accept the Award as was given by the NC One Water

Recommendation

Staff recommends acceptance of the award

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. E-Mail Notification



Staff Report

**Presentation: Award
Presentation**

The purpose of the NC One Water North Carolina Water Distribution System of The Year Award is to identify and recognize the municipality that protects the public health through pro-active practices of management, operations, and maintenance of their water distribution system beyond minimum standards.

To assist in these efforts the Water Distribution System committee shall annually recognize water distribution systems in North Carolina based on the size of their system. In 2025, only three systems in North Carolina were selected for this honor and for the eighth time in nine years, the Town of Smithfield has won their category!

Recipients of the award will have demonstrated that they perform quality water system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their distribution system in good working condition to minimize health hazards.

The award honors the system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their water distribution system facilities. The recipient's staffs make the most of their available resources, no matter how great or small.

**

From: Mallory Burch <mburch@nconewater.org>
Sent: Wednesday, October 8, 2025 3:53 PM
To: Ted Credle <ted.credle@smithfield-nc.com>
Subject: NC One Water Award Winner Notification

Dear Ted,

On behalf of NC One Water, I am delighted to inform you that Town of Smithfield has been selected as the 2025 recipient of the Water Distribution System of the Year- Small System Winner.

We will be celebrating all our state-level and national award winners at this year's Annual Conference. **The Awards Celebration will be held on Tuesday, November 4th, from 6:30 – 9:00 p.m.** in Ballroom C at the Raleigh Convention Center. You and a guest are invited!



The event will begin with a social hour and cash bar, then dinner, and conclude with a meaningful opportunity to be recognized by your peers across the North Carolina water industry.

Please RSVP by Friday, October 17, to let us know if you plan to attend. Please follow this link to RSVP: <https://nconewater.org/events/EventDetails.aspx?id=1980493>
Once you RSVP, please redeem your free guest using promo code: AwardWinnerGuest, you can also purchase additional guest tickets on the same page.

Additionally, please send over a photo for us to use in our presentation and press release.

We look forward to celebrating your accomplishments! Congratulations!

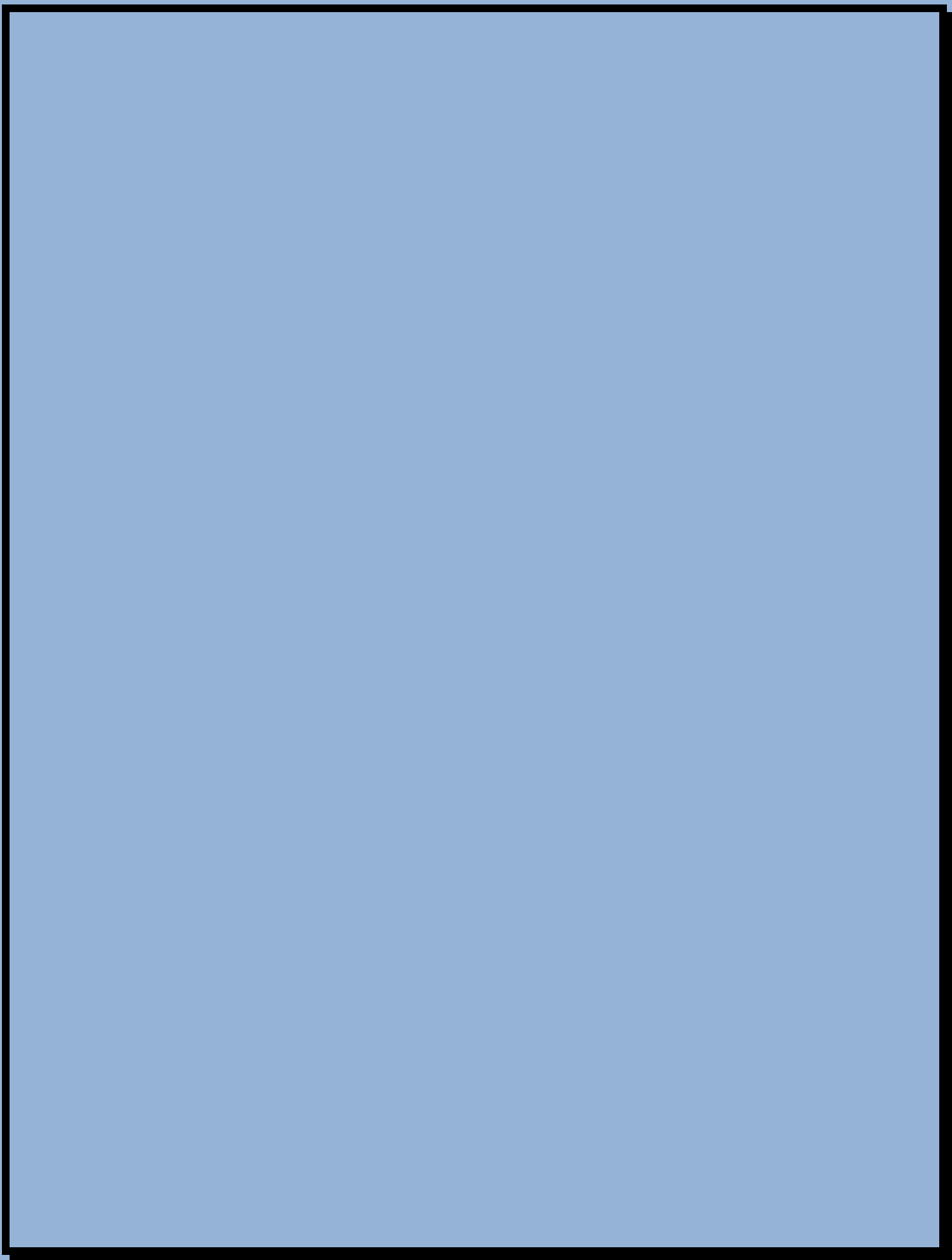


MALLORY BURCH
Engagement Manager

919-784-9030
mburch@nconewater.org
859 Washington St., Raleigh, NC 27605
www.nconewater.org



Consent Agenda Items





Request for Town Council Action

Consent Agenda Item:	Surplus Property
Date:	11/18/2025

Subject: Surplus Property
Department: Public Utilities Department
Presented by: Public Utilities Director – Ted Credle
Presentation: Consent Agenda Item

Issue Statement

The Public Utilities Department is requesting to have an International Bucket Truck declared as surplus property. The vehicle can be auctioned on Govdeals.com, thus removing them from the Town's inventory.

Financial Impact

Unknown. Sales of all items will increase revenues.

Action Needed

Approval of Resolution No. 791 (30-2025) declaring item listed as surplus property and authorizing the sale of said property at public auction.

Recommendation

Staff recommends the item listed on the resolution be declared surplus property and allowed to be auctioned on GovDeals.com

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 791 (30-2025)



Staff Report

**Consent
Agenda
Item** **Surplus
Property**

Staff is requesting the following item be declared surplus property, thus allowing it to be sold at the online Public Auction site, GovDeals.com.

Dept.	Vin/Ser.#	Description
Public Utilities	1HTMKAAN54H611664	2003 International Bucket Truck

TOWN OF SMITHFIELD RESOLUTION NO. 791 (30-2025)
AUTHORIZING THE SALE OF CERTAIN
PERSONAL PROPERTY AT PUBLIC AUCTION

WHEREAS, the Town Council of the Town of Smithfield desires to dispose of certain surplus property of the Town in accordance with NC GS 160A-270; and

WHEREAS, the Town Council of the Town of Smithfield desires to utilize the auction services of a public electronic auction service.

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

1. The following described property is hereby declared to be surplus to the needs of the Town:

Dept.	Vin/Ser.#	Description
Public Utilities	1HTMKAAN54H611664	2003 International Bucket Truck

2. The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
3. The public electronic auction will be held beginning no earlier than August 15, 2025.
4. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at **www.govdeals.com**. Citizens wanting to bid on property may do so at **www.govdeals.com**. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.

5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website **www.smithfield-nc.com**.
6. The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

Adopted this the 18th day of November, 2025.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** Johnston
County
Economic
Development
Advisory
Appointment
Date: 11/18/2025

Subject: Johnston County Economic Development Advisory Board
Application

Department: General Government Administration

Presented by: Town Clerk – Elaine Andrews

Presentation: Consent Agenda Item

Issue Statement

The Johnston County Board of Commissioners is requesting the Town of Smithfield make a recommendation for the position on the Economic Development Advisory Board representing the Town of Smithfield. Mike Fleming submitted an application to be reappointed to this advisory board.

Financial Impact

There will be no impact to the budget.

Action Needed

The Council is requested to make a recommendation to the Johnston County Board of Commissioners in regards to the Town of Smithfield's representative to serve on the Johnston County Economic Development Advisory Board.

Recommendation

Staff recommends consideration for reappointing Mr. Fleming to serve on this advisory board.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Email from Johnston County
Deputy Clerk Susie Reeves
3. Application – Mike Fleming



Staff Report

**Consent
Agenda
Item: Johnston
County
Economic
Development
Advisory
Appointment**

The Johnston County Economic Development Advisory Board, created by North Carolina General Statute Section 158-8, Article 2, consists of fourteen members (one position for each of the eleven municipalities and three at-large positions) that are appointed by the Johnston County Board of Commissioners.

The appointed position serves a two-year term. The Board meets on the 3rd Wednesday, every other month, at 11:30 am.

The representative for the Town of Smithfield is up for consideration and has been held by Mike Fleming since 2014. Mr. Fleming has applied to be reappointed to this advisory board.

The Johnston County Board of Commissioners is requesting the Town Council make a recommendation for the position on the Economic Development Advisory Board.

Elaine Andrews

From: Susan Reeves <susan.reeves@johnstonnc.gov>
Sent: Friday, October 10, 2025 2:52 PM
To: Elaine Andrews
Cc: Dana Cuddington
Subject: Economic Development Board Application
Attachments: Mike Fleming App.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Orange Category

Good afternoon,

We received Mr. Mike Fleming's application for reappointment to the Economic Development Advisory Board representing the Town of Smithfield. Will you add this to your next agenda and let us know if the Town approves. We will need a letter stating approval for our Board to be able to add to our December agenda. Please see attached.

Thank you,

~Susie

Susie Love Reeves, NCCCC

Executive Assistant/Deputy Clerk

919-989-5100 | www.johnstonnc.gov

NOTIFICATION OF INTEREST TO SERVE ON AN APPOINTED BOARD
(APPLICATION)

BOARD: TC Economic Development

NAME: Mike Fleming

MAILING ADDRESS: 101 Quail Run Smithfield, NC 27577
Address City and Zip Code

PHYSICAL ADDRESS: '' ''
Address City and Zip Code

TELEPHONE: (919) 524-9137 (HOME) 919-205-1960 (WORK)

E-MAIL ADDRESS: mflemme@aol.com

PRESENT OCCUPATION: Self-employed - Graphics & Printing

YEARS OF FORMAL EDUCATION: 4yr BA Degree

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:

Centenary United Methodist Church
TC Tourism Authority
Triangle East Chamber
First Citizens Board of Directors

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE BOARD:

I would like to continue my service to TC
Even Dev. It's important to me that we
continue to grow our County but with a "managed"
perspective. Would really like to see the continued effort
to develop a skilled workforce within our schools to help
DATE: 10/1/25 SIGNATURE: Mike Fleming our local
business community.

FOR OFFICE USE ONLY:

DATE RECEIVED: 10/3/25

DATE FORWARDED TO COUNTY COMMISSIONERS: 14



Request for Town Council Action

Consent Agenda Item:
Budget Amendment
Date: 11/18/2025

Subject: Budget Amendment
Department: Finance Department
Presented by: Finance Director – Andrew Harris
Presentation: Consent Agenda Item

Issue Statement

Amendments are often required during the fiscal year to balance and adjust the budget ordinance due to unknown circumstances at the time of budget ordinance preparation. An explanation is provided with the proposed budget amendment.

Financial Impact

All amendments affect each of the departments or funds budget greater than ten (10) percent. These amendments are required due to various unknowns during budget preparation and to prevent statutory budget violations. These unknowns could be related to increase in pricing, incorrect estimates, new transactions, etc.

Action Needed

Board approval is required for the budget ordinance amendment.

Recommendation

Staff recommends board approve the attached Budget Amendment

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Budget Amendment Attachment A (General Fund)
3. Budget Amendment Attachment B (Water and Sewer Capital Project Fund)
4. Budget Amendment Attachment C (Water and Sewer Capital Reserve Fund)
5. Budget Ordinance Amendment for 2024-2025



Staff Report

Consent Agenda Item:	Budget Amendment
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Amendments are often required during the fiscal year to balance and adjust the budget ordinance due to unknown circumstances at the time of budget ordinance preparation. An explanation is provided with the proposed budget amendment.

Attachment A

Acct #	Description	Decrease	Increase
Revenues:			
10-10-3300-3307-0020	Grant - JC Visitors Bureau	-	150,000
Expenditures:			
10-10-4110-5300-3305	Miscellaneous	-	150,000
Check:			
		Decrease	Increase
Revenues		-	150,000
Expenditures		-	150,000
Totals		-	-
Check Figure			-

Attachment B

Acct #	Description	Decrease	Increase
Revenues:			
45-75-3870-3870-0070	Transfer from Capital Reserve Fund	-	547,650
Expenditures:			
45-71-7220-5700-7434	1/3 Vacuum Truck	-	547,650
Check:			
		Decrease	Increase
Revenues		-	547,650
Expenditures		-	547,650
Totals		-	-
Check Figure			-

Attachment C

<u>Acct #</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
Revenues:			
70-00-3990-3990-0000	Fund Balance Appropriated	-	547,650
Expenditures:			
70-76-7220-5970-0045	Transfer to Water Sewer Capital Projects Fund	-	547,650
Check:			
		<u>Decrease</u>	<u>Increase</u>
Revenues		-	547,650
Expenditures		-	547,650
Totals		-	-
Check Figure			-

AMENDMENT TO BUDGET ORDINANCE

TOWN OF SMITHFIELD

BE IT ORDAINED by the Town Council of the Town of Smithfield, North Carolina, that the following amendment is made to the budget ordinance for the fiscal year ending June 30, 2026:

Section 1: To amend the General Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment A

Section 2: To amend the Water Sewer Capital Project Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment B

Section 3: To amend the Water Sewer Capital Reserve Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment C

The General Fund expenditure requires an amendment to the budget ordinance for renovations to Howell Theatre. The transfer between the Water Sewer Capital Project Fund and Water Sewer Capital Reserve Fund requires an amendment for the purchase of the vacuum truck.

Section 4: Copies of the budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 4th day of November 2025 by the Smithfield Town Council.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 11/18/2025

Subject: Bulldog Harley-Davidson

Department: Planning Department

Presented by: Planning Director – Stephen Wensman

Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Naughty or Nice on December 6, 2025.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

Bulldog Harley-Davidson is requesting to hold Naughty or Nice at 1043 Outlet Center Drive on December 6th, 2025. This event will run from 11:00 am to 4:00 pm. Taco Tigress food truck will be on-site to sell food. Two beers will be given away to customers age 21 and older.



Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. Required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- ☒ Special Event
- ☐ Town recognized event
 - ☐ Over 100 people in attendance
 - ☐ Live Band or Amplified Sound
 - ☐ Requires closure or blockage of Town Street
 - ☒ Involves Food Trucks
 - ☐ Requires Security (potential safety, security concerns)
 - ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
 - ☐ Involves Town Park property (Call 919-934-2148)
 - ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

- ☐ Modular Office Units
- ☐ Emergency, construction and repair residence
- ☐ Temporary storage facility (portable storage)
- ☐ Sale of agricultural products grown off-site
- ☐ Sale of Fireworks
- ☐ Other (please describe) _____

Naughty or Nice
Name of Event

1043 Outlet Center Dr Smithfield, NC 275

Location of Event/Use (exact street address)

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 12/16/25

Event start and end time 11-4

Event set up and clean up time 8am-4pm

Sound Amplification Type —

Sound Amplification Start and End Times —

Food Trucks (if applicable) 1 (Each Food Truck Requires Certificate of Inspection by Johnston County)

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: N/A
(If using Smithfield Police, applicant must contact the PD to schedule security.)

PROPERTY OWNER:

Name Carson Baker
Address 1508 Hope Mills Rd, Fayetteville, NC 28304
Phone number 9107348504
Email address Carson@bulldogharleydavidson.com

Will alcohol be sold or served? Y or N
(If yes, please supply an ABC Permit)

Will food or goods be sold? Y or N

Tacos Tigress

Will any town property be used (i.e., streets, parks, greenways)? No

If any town streets require closure, please list all street names. N/A

Are event trash cans needed? Y or N How many? N

Please provide a detailed description of the proposed temporary use or special event:

We will have a food truck onsite for guests to the dealership

2 beers per person at event FLASH TATTOOS

Temporary Use Submittal Checklist:

1. Completed Temporary Use Permit application
2. Other documentations deemed necessary by the administrator
3. Application fee - \$100
4. Site plan, if required by the administrator

Method of Payment Cash _____ Check# _____ Credit Card _____ Amount \$ _____

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event/use will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for temporary uses. If an event, I certify that I have notified all adjoining property owners of the planned event.

Michelle Winn

Applicant's Name (Print)

Michelle Winn

Signature

10/22/25

Date

Town Planning Director Signature: Stephen Blum

Date: 10/24/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (type, stamp or print clearly full name of agent to act on my behalf, to submit or have submitted this application and all required material and documents, and attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Property Owners Name (print) CFB Powersports, LLC
Address 1043 Outlet Center Dr. Zip 27577
Phone Number 919-938-1592 Email Carson@bulldogharden.com
Signature: [Signature] Date: 10/23/25

OWNER'S CONSENT FORM

Name of Event: NAUGHTY OR NICE Submittal Date: 10/23/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

[Signature] Signature of Owner
Carson Baker Print Name
10/23/25 Date



Request for Town Council Action

Consent **Application**
Agenda **for**
Item: **Temporary**
 Use Permit
Date: **11/18/2025**

Subject: Bulldog Harley-Davidson

Department: Planning Department

Presented by: Planning Director – Stephen Wensman

Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Sip & Shop on December 13, 2025.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

Bulldog Harley-Davidson is requesting to hold Sip & Shop at 1043 Outlet Center Drive on December 13, 2025. This event will run from 11:00 am to 4:00 pm. The Tasty Turkey-Que food truck will be on-site to sell food. Two beers will be given away to customers age 21 and older.



Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- ☒ Special Event
- ☐ Town recognized event _____
 - ☐ Over 100 people in attendance
 - ☐ Live Band or Amplified Sound _____
 - ☐ Requires closure or blockage of Town Street
 - ☒ Involves Food Trucks
 - ☐ Requires Security (potential safety, security concerns)
 - ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
 - ☐ Involves Town Park property (Call 919-934-2148)
 - ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

- ☐ Modular Office Units
- ☐ Emergency, construction and repair residence
- ☐ Temporary storage facility (portable storage unit)
- ☐ Sale of agricultural products grown off-site
- ☐ Sale of Fireworks
- ☐ Other (please describe) _____

<u>Sup & Shop</u> Name of Event	1043 Outlet Center Dr Smithfield, NC 27577 Location of Event/Use (exact street address)
--	--

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 12/13/25

Event start and end time 8AM - 4PM
Event set up and clean up time 8AM - 4PM
Sound Amplification Type —
Sound Amplification Start and End Times —

Food Trucks (if applicable) 1 (Each Food Truck Requires Certificate of Inspections by Johnston County)

PROPERTY OWNER:

Name Carson Baker
Address 1508 Hope Mills Rd, Fayetteville, NC 28304
Phone number 9107348504
Email address Carson@bulldogharleydavidson.com

Will alcohol be sold or served? Y or N
(If yes, please supply an ABC Permit)

Will food or goods be sold? Y or N

The Tasty Turkey-Que

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: N/A
(If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? No

If any town streets require closure, please list all street names. N/A

Are event trash cans needed? Y or N How many? N

Please provide a detailed description of the proposed temporary use or special event:

We will have a food truck onsite for guests to the dealership

2 beers per person at event

Temporary Use Submittal Checklist:

1. Completed Temporary Use Permit application
2. Other documentations deemed necessary by the administrator
3. Application fee - \$100
4. Site plan, if required by the administrator

Method of Payment Cash Check# Credit Card Amount \$

Payment Received By: _____

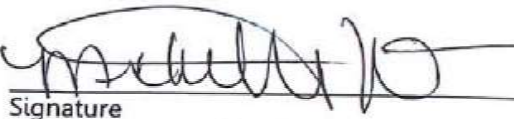
Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event/use will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for temporary uses. If an event, I certify that I have notified all adjoining property owners of the planned event.

Michelle Winn

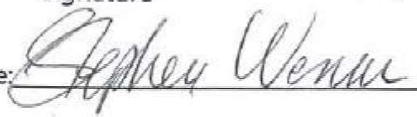
Applicant's Name (Print)



Signature

10/22/25

Date

Town Planning Director Signature: 

Date: 10/24/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

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Property Owners Name (print) CFB Powersports, LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-936-1592 Email carson@bulldogharleydavidson.com
Signature: [Signature] Date: 10/23/25

OWNER'S CONSENT FORM

Name of Event: Sup & Shop Submittal Date: 10/23/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

[Signature] Carson Baker 10/23/25
Signature of Owner Print Name Date



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): (844) 472-0967 E-MAIL ADDRESS: salessupport@biberk.com PRODUCER CUSTOMER ID:		FAX (A/C, No): (203) 654-3613
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Tasty Turkey-Que 1530 Woodfield Creek Dr Apt 105 Wake Forest, NC 27587-4758	INSURER A: Berkshire Hathaway Direct Insurance Compai		722320
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Location: 1530 Woodfield Creek Dr Apt 105Wake Forest, NC 27587-4758 Bldg #001: Catering Services - 1103901							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
X	PROPERTY	N9BP469764	11/19/2024	11/19/2025	BUILDING	\$ 0	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$ 0
	BASIC				BUILDING	BUSINESS INCOME	\$ 0
	BROAD				250	EXTRA EXPENSE	\$ *
	X SPECIAL				CONTENTS	RENTAL VALUE	\$
					EARTHQUAKE	BLANKET BUILDING	\$ n/a
	WIND				BLANKET PERS PROP	\$ n/a	
	FLOOD				BLANKET BLDG & PP	\$ n/a	
						\$	
						\$	
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	NAMED PERILS					\$	
						\$	
	CRIME					\$	
	TYPE OF POLICY					\$	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Business Income & Extra Expense is a combined limit on this policy.

CERTIFICATE HOLDER	CANCELLATION
The Tasty Turkey-Que 1530 Woodfield Creek Dr Apt 105 Wake Forest, NC 27587	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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N.C. Department of Health and Human Services
Division of Public Health
Environmental Health Section

☒ **PERMIT** ☐ **TRANSITIONAL PERMIT**

Date: 10/03/2023

Name of Establishment: The Tasty Turkey Que
Location Address: 1530 WOODFIELD CREEK DR
City: WAKE FOREST State: NC Zip: 27587
Billing Name: The Tasty Turkey Que, LLC
Billing Address: 2411 E Milbrook RD 106
City: Raleigh State: NC Zip: 27604
Email Address: thetastyturkeyque@gmail.com
Phone: (919) 437-3251 Fax: _____

Permittee: The Tasty Turkey Que, LLC
Manager/Person in Charge: Katina Perry
County: WAKE
Status Code: ☒ I ☐ T ☐ K
Establishment ID: 04092030648
Map #: _____ Parcel ID: 0296518
Lat. _____ Long. _____
Emergency Phone Number: _____

Permission is granted to operate a Mobile Food Units as defined in G.S. 130A-247(1) and 130A-248, Regulation of Food and Lodging Facilities. See permit requirements in Rules. This permit is not transferable and may be revoked for failure to comply with all requirements.

Wastewater System: ☒ Municipal/Community ☐ On-Site System Capacity _____ Category # ☐ 0 ☐ 1 ☒ 2
Water Supply: ☒ Municipal/Community ☐ On-Site Supply ☐ 3 ☐ 4
Pushcart/Mobile Food Unit operating in conjunction with: Catering Concepts / 04092021781
Restaurant or Commissary Name and ID Number _____

Conditions/Remarks:

No major menu or equipment changes without prior approval from Wake County Environmental Services. On days you operate, the MFU must report at least once to the commissary for supplies, cleaning, and servicing. All food must be cut, trimmed, and prepared for cooking in the commissary then placed in the MFU so that it is ready to cook. Canned and bottled beverages only. Store raw meat separate from and below any fruit, vegetables, or any cooked, or ready to eat food. Any bulk cooling must be done in the commissary refrigerators. Hot food must be held hot at 135F or hotter and cold food must be 41F or colder during transport and service.

☐ **ATTACHMENTS**

Transitional Permit Conditions

This permit shall expire on _____ and is not renewable. All non-compliant items listed herein and on attached pages (if applicable) must be completed within ☐ 90 / ☐ 180 days. This establishment must close if all noncompliant items are not corrected by the expiration date.

Received By: K Perry Title: Owner Date: 10/03/2023
Manager/Person in Charge
Signed: [Signature] RS#: 2670 Date: 10/03/2023
Division of Environmental Health

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." **Preparation:** Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. **Disposition:** Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: 1632 Mail Service Center, Raleigh, NC 27699-1632. (Courier 52-01-00) EHS 1341 (Revised 07/12) Environmental Health Section



Request for Town Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 11/18/2025

Subject: Bulldog Harley-Davidson
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Pictures w/ Santa on December 20, 2025.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. Event Map



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

Bulldog Harley-Davidson is requesting to hold Pictures with Santa at 1043 Outlet Center Drive on December 20th, 2025. This event will run from 11:00 am to 4:00 pm. Durty Dogz food truck will be on-site to sell food. Two beers will be given away to customers age 21 and older.



Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- ☒ Special Event
- ☐ Town recognized event _____
 - ☐ Over 100 people in attendance
 - ☐ Live Band or Amplified Sound _____
 - ☐ Requires closure or blockage of Town Street
 - ☒ Involves Food Trucks
 - ☐ Requires Security (potential safety, security concerns)
 - ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
 - ☐ Involves Town Park property (Call 919-934-2148)
 - ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

- ☐ Modular Office Units
- ☐ Emergency, construction and repair residence
- ☐ Temporary storage facility (portable storage unit)
- ☐ Sale of agricultural products grown off-site
- ☐ Sale of Fireworks
- ☐ Other (please describe) _____

PICTURES w/ SANTA
Name of Event

1043 Outlet Center Dr Smithfield, NC 27577
Location of Event/Use (exact street address)

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 12/20/25

Event start and end time 11-4 PM
Event set up and clean up time 8 AM - 4 PM
Sound Amplification Type —
Sound Amplification Start and End Times —

Food Trucks (if applicable) 1 (Each Food Truck Requires Certificate of Inspections by Johnston County)

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: N/A
(If using Smithfield Police, applicant must contact the PD to schedule security.)

PROPERTY OWNER:

Name Carson Baker
Address 1508 Hope Mills Rd, Fayetteville, NC 28304
Phone number 9107348504
Email address Carson@bulldogharleydavidson.com

Will alcohol be sold or served? Y or N
(If yes, please supply an ABC Permit)

Will food or goods be sold? Y or N

Durty Dogz

Will any town property be used (i.e., streets, parks, greenways)? No
If any town streets require closure, please list all street names. N/A
Are event trash cans needed? Y or N How many? N

Please provide a detailed description of the proposed temporary use or special event:

We will have a food truck onsite for guests to the dealership

2 beers per person at event

Temporary Use Submittal Checklist:

1. Completed Temporary Use Permit application
2. Other documentations deemed necessary by the administrator
3. Application fee - \$100
4. Site plan, if required by the administrator

Method of Payment Cash _____ Check# _____ Credit Card _____ Amount \$ _____

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event/use will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for temporary uses. If an event, I certify that I have notified all adjoining property owners of the planned event.

Michelle Winn

Applicant's Name (Print)

Michelle Winn

Signature

10/22/25

Date

Town Planning Director Signature: Stephen Winn

Date: 10/24/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Property Owners Name (print) CFB Powersports LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-938-1592 Email carson@bulldogharleydavidson.com
Signature: [Signature] Date: 10/23/25

OWNER'S CONSENT FORM

Name of Event: PICTURES with Stanta Submittal Date: 10/23/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

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[Signature]
Signature of Owner

Carson Baker
Print Name

10/23/25
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Verify Insurance Services, LLC DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	CONTACT NAME: THIMBLE https://support.thimble.com/ PHONE (A/C, No, Ext): E-MAIL ADDRESS: support@thimble.com FAX (A/C, No):
INSURED Durdy Dogz, LLC 231 Allen Grove Ct, Raleigh, NC, 27610 mbrmelton@yahoo.com	INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: https://www.thimble.com/check-policy-status/
	NAIC # 22608

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	IBL-P3BMMPXZ4	10/08/2023 2:43 PM EDT	10/08/2024 2:43 PM EDT	EACH OCCURRENCE \$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
			MED EXP (Any one person) \$ 5,000					
			PERSONAL & ADV INJURY \$ 1,000,000					
							GENERAL AGGREGATE \$ 1,000,000	
							PRODUCTS - COMP/OP AGG \$ 1,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							\$	
							\$	
							\$	
							\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The city of Raleigh, it's officers, employees, and agents are listed as additional insured on the specific endorsement CG 20 12 07 98.

(con't on form Acord 101)

CERTIFICATE HOLDER

CANCELLATION

City of Raleigh PO Box 590 Raleigh, NC 27602-0590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Food Establishment Inspection Report

Score: 97

Establishment Name: DURTY DOGZ (WCID #849)

Establishment ID: 4092040393

Location Address: 500 E DAVIE ST, 115

City: RALEIGH State: North Carolina

Zip: 27601-1898 County: 92 Wake

Permittee: DURTY DOGZ, LLC

Telephone: (252) 794-7487

☒ Inspection ☐ Re-Inspection ☐ Educational Visit

Wastewater System:

☒ Municipal/Community ☐ On-Site System

Water Supply:

☒ Municipal/Community ☐ On-Site Supply

Date: 03/19/2025

Status Code: A

Time In: 1:30 PM

Time Out: 2:40 PM

Category#: II

FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 2

No. of Repeat Risk Factor/Intervention Violations: 2

Foodborne Illness Risk Factors and Public Health Interventions

Risk factors: Contributing factors that increase the chance of developing foodborne illness.

Public Health Interventions: Control measures to prevent foodborne illness or injury

Compliance Status		OUT	CDI	R	VR
Supervision .2652					
1	☒ OUT ☐ N/A	PIC Present, demonstrates knowledge, & performs duties	1	0	
2	☒ IN ☐ OUT ☐ N/A	Certified Food Protection Manager	☒	0	X
Employee Health .2652					
3	☒ OUT	Management, food & conditional employee; knowledge, responsibilities & reporting	2	1	0
4	☒ OUT	Proper use of reporting, restriction & exclusion	3	1.5	0
5	☒ OUT	Procedures for responding to vomiting & diarrheal events	1	0.5	0
Good Hygienic Practices .2652, .2653					
6	☒ IN ☐ OUT	Proper eating, tasting, drinking or tobacco use	1	0.5	0
7	☒ OUT	No discharge from eyes, nose, and mouth	1	0.5	0
Preventing Contamination by Hands .2652, .2653, .2655, .2656					
8	☒ OUT	Hands clean & properly washed	4	2	0
9	☒ OUT ☐ N/A ☐ NO	No bare hand contact with RTE foods or pre-approved alternate procedure properly followed	4	2	0
10	☒ IN ☐ OUT ☐ N/A	Handwashing sinks supplied & accessible	2	1	0
Approved Source .2653, .2655					
11	☒ OUT	Food obtained from approved source	2	1	0
12	☒ IN ☐ OUT ☐ NO	Food received at proper temperature	2	1	0
13	☒ OUT	Food in good condition, safe & unadulterated	2	1	0
14	☒ IN ☐ OUT ☐ N/A ☐ NO	Required records available: shellstock tags, parasite destruction	2	1	0
Protection from Contamination .2653, .2654					
15	☒ OUT ☐ N/A ☐ NO	Food separated & protected	3	1.5	0
16	☒ OUT	Food-contact surfaces: cleaned & sanitized	3	1.5	0
17	☒ OUT	Proper disposition of returned, previously served, reconditioned & unsafe food	2	1	0
Potentially Hazardous Food Time/Temperature .2653					
18	☒ IN ☐ OUT ☐ N/A ☐ NO	Proper cooking time & temperatures	3	1.5	0
19	☒ IN ☐ OUT ☐ N/A ☐ NO	Proper reheating procedures for hot holding	3	1.5	0
20	☒ IN ☐ OUT ☐ N/A ☐ NO	Proper cooling time & temperatures	3	1.5	0
21	☒ OUT ☐ N/A ☐ NO	Proper hot holding temperatures	3	1.5	0
22	☒ IN ☐ OUT ☐ N/A ☐ NO	Proper cold holding temperatures	3	1.5	0
23	☒ OUT ☐ N/A ☐ NO	Proper date marking & disposition	3	1.5	0
24	☒ IN ☐ OUT ☐ N/A ☐ NO	Time as a Public Health Control; procedures & records	3	1.5	0
Consumer Advisory .2653					
25	☒ IN ☐ OUT ☐ N/A	Consumer advisory provided for raw/undercooked foods	1	0.5	0
Highly Susceptible Populations .2653					
26	☒ IN ☐ OUT ☐ N/A	Pasteurized foods used; prohibited foods not offered	3	1.5	0
Chemical .2653, .2657					
27	☒ IN ☐ OUT ☐ N/A	Food additives: approved & properly used	1	0.5	0
28	☒ OUT ☐ N/A	Toxic substances properly identified stored & used	2	1	0
Conformance with Approved Procedures .2653, .2654, .2658					
29	☒ IN ☐ OUT ☐ N/A	Compliance with variance, specialized process, reduced oxygen packaging criteria or HACCP plan	2	1	0

Good Retail Practices

Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Compliance Status		OUT	CDI	R	VR
Safe Food and Water .2653, .2655, .2658					
30	☒ IN ☐ OUT ☐ N/A	Pasteurized eggs used where required	1	0.5	0
31	☒ OUT	Water and ice from approved source	2	1	0
32	☒ IN ☐ OUT ☐ N/A	Variance obtained for specialized processing methods	2	1	0
Food Temperature Control .2653, .2654					
33	☒ OUT	Proper cooling methods used; adequate equipment for temperature control	1	0.5	0
34	☒ IN ☐ OUT ☐ N/A ☐ NO	Plant food properly cooked for hot holding	1	0.5	0
35	☒ IN ☐ OUT ☐ N/A ☐ NO	Approved thawing methods used	1	0.5	0
36	☒ OUT	Thermometers provided & accurate	1	0.5	0
Food Identification .2653					
37	☒ OUT	Food properly labeled: original container	2	1	0
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657					
38	☒ OUT	Insects & rodents not present; no unauthorized animals	2	1	0
39	☒ OUT	Contamination prevented during food preparation, storage & display	2	1	0
40	☒ OUT	Personal cleanliness	1	0.5	0
41	☒ OUT	Wiping cloths: properly used & stored	1	0.5	0
42	☒ IN ☐ OUT ☐ N/A	Washing fruits & vegetables	1	0.5	0
Proper Use of Utensils .2653, .2654					
43	☒ OUT	In-use utensils: properly stored	1	0.5	0
44	☒ OUT	Utensils, equipment & linens: properly stored, dried & handled	1	0.5	0
45	☒ OUT	Single-use & single-service articles: properly stored & used	1	0.5	0
46	☒ OUT	Gloves used properly	1	0.5	0
Utensils and Equipment .2653, .2654, .2663					
47	☒ OUT	Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used	1	0.5	0
48	☒ IN ☐ OUT ☐ N/A	Warewashing facilities: installed, maintained & used; test strips	1	0.5	0
49	☒ OUT	Non-food contact surfaces clean	1	0.5	0
Physical Facilities .2654, .2655, .2656					
50	☒ IN ☐ OUT ☐ N/A	Hot & cold water available; adequate pressure	1	0.5	0
51	☒ OUT	Plumbing installed; proper backflow devices	2	1	0
52	☒ OUT	Sewage & wastewater properly disposed	2	1	0
53	☒ IN ☐ OUT ☐ N/A	Toilet facilities: properly constructed, supplied & cleaned	1	0.5	0
54	☒ OUT	Garbage & refuse properly disposed; facilities maintained	1	0.5	0
55	☒ OUT	Physical facilities installed, maintained & clean	1	0.5	0
56	☒ OUT	Meets ventilation & lighting requirements; designated areas used	1	0.5	0
TOTAL DEDUCTIONS: 3					



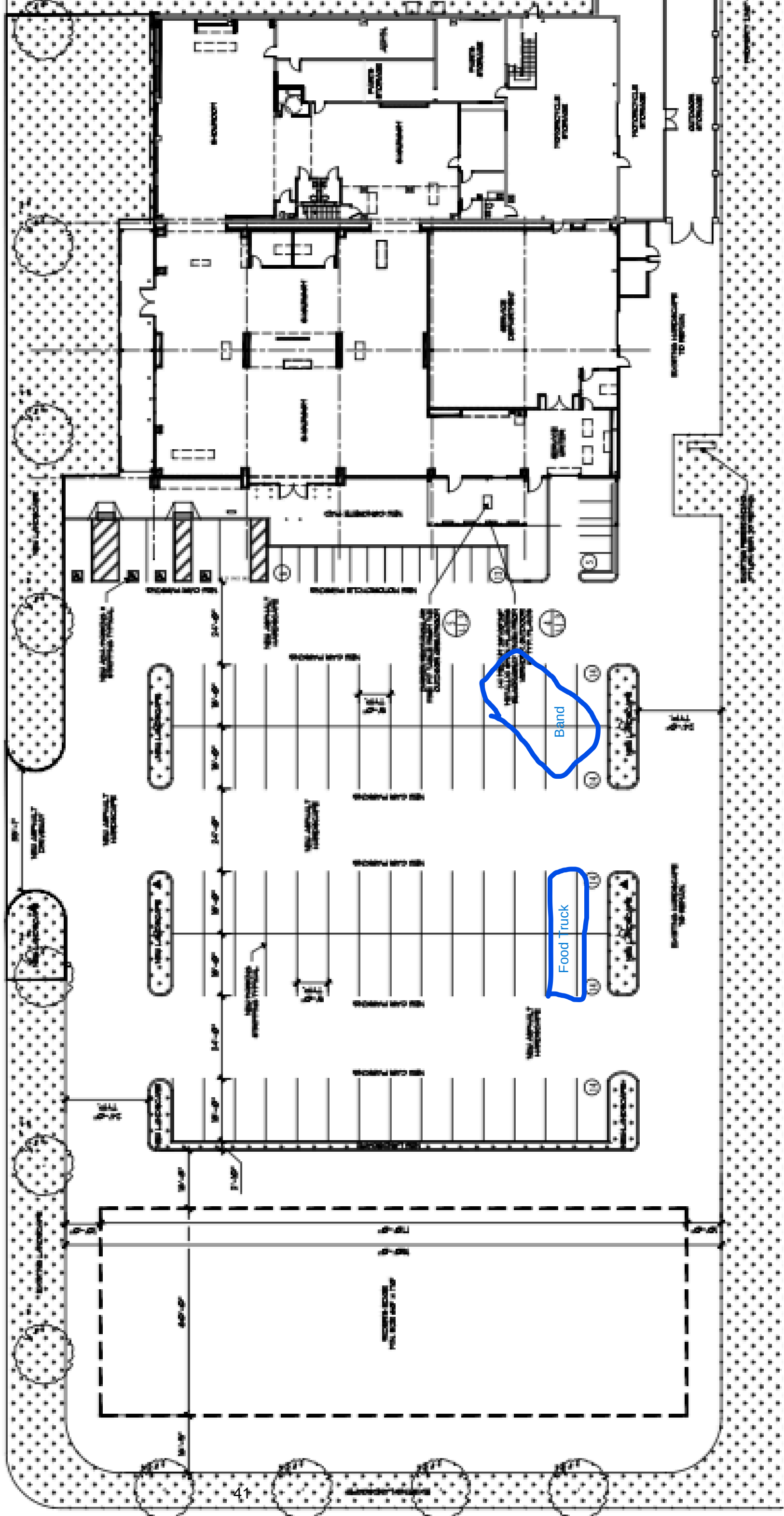
North Carolina Department of Health & Human Services • Division of Public Health • Environmental Health Section • Food Protection

Program DHHS is an equal opportunity employer.

Page 1 of Food Establishment Inspection Report, 12/2023



Bulldog H-D Event Map





Request for Town Council Action

Consent Agenda Item:	New Hire/ Vacancy Report
Date:	11/18/2025

Subject: New Hire Report
Department: General Government – Human Resources
Presented by: Human Resources Director – Shannan Parrish
Presentation: Consent Agenda Item

Issue Statement

When an employee is hired, the Town Manager or Department Head shall report the hire to the Town Council by including the item on the Consent Agenda of the next scheduled monthly Town Council meeting.

Financial Impact

All salaries were budgeted for FY 2025-2026

Action Needed

The Town Council is asked to acknowledge that the following vacancies have been successfully filled in accordance with the adopted FY 2025–2026 Budget.

Recommendation

Staff recommends that the Town Council acknowledge the positions that have been successfully filled in accordance with the adopted FY 2025–2026 Budget and take note of the current vacancies.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent Agenda Item:	New Hire/Vacancy Report
-------------------------------------	--

Filled Positions

The Town Council is informed that the following positions have been successfully filled in accordance with the Adopted FY 2025–2026 Budget. This information is provided to formally acknowledge staffing updates and to maintain transparency in the hiring process.

<u>Full Time - Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer (1 position)	Police	10-20-5100-5100-0200	\$ 60,014.24/yr.
Recreation Center Supervisor	SRAC	10-60-5220-5100-0200	\$ 73,792.43/yr.

<u>Part Time – Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Parks & Rec Staff – General	P & R	10-60-6200-5100-0210	\$ 10.00/hr.

Current Vacancies

The Town Council is informed of the following current vacancies within the organization, which remain unfilled. These vacancies are reported to ensure transparency in staffing levels and to keep the Council apprised of ongoing recruitment efforts.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Deputy Police Chief	Police	10-20-5100-5100-0200
Police Officer (GHSP 1 position)	Police	10-20-5100-5100-0200
Police Officer (SRO 1 position)	Police	10-20-5100-5100-0200
Firefighter (1 position)	Fire	10-20-5300-5100-0200
Street Maintenance Worker	PW – Streets	10-30-5600-5100-0200
*Sanitation Equipment Operator (2 positions)	PW – Sanitation	10-40-5800-5100-0200
Administrative Support Specialist	Parks and Rec	10-60-6200-5100-0200
Recreation Center Supervisor	SRAC	10-60-5220-5100-0200
Utility Line Mechanic	PU – W/S	30-71-7220-5100-0200
*Waste Water Systems Technician	PU – W/S	30-71-7220-5100-0200

* Vacancies due to pending retirement

Note – Only 1 Sanitation Equipment Operator Vacancy is due to retirement



Request for Town Council Action

Consent Agenda Item:	Donation of Sick Leave
Date:	11/18/2025

Subject: Request for Approval of Donation of Sick Leave
Department: Police Department & Human Resources Department
Presented by: Chief of Police – Pete Hedrick & HR Director – Shannan Parrish
Presentation: Consent Agenda Item

Issue Statement

Staff is requesting the approval of the donation of sick time to a requesting employee from fellow employees

Financial Impact

None expected

Action Needed

It is respectfully requested that the Council approve this request

Recommendation

Staff recommends that the Council allow employees to donate sick leave to an employee in the Police Department

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item:** **Donation
of Sick
Leave**

The employee in question is a highly valued member of the Town's workforce. She recently gave birth 13 weeks prematurely, and her newborn babies are currently in the Neonatal Intensive Care Unit (NICU). Due to this unexpected medical situation, which is non-work-related, she has been out of work for approximately three weeks and is anticipated to be out for a total of twelve or more weeks. This absence falls within her approved Family and Medical Leave Act (FMLA) entitlement.

In accordance with Section 76 of the Town of Smithfield Employee Handbook, the employee will have exhausted all accumulated sick and vacation leave before this can be considered by the Council at the December 16, 2025 Town Council Meeting. Staff is now requesting that other Town employees be permitted to donate up to 480 hours of sick leave to support her during this extended period of absence.

Staff has reviewed the request and is seeking Council approval to authorize employee sick leave donations for this purpose. If approved, all donated hours must be submitted by Monday, December 1, 2025, and the total amount of donated time shall not exceed 480 hours.

No donated sick leave hours will be applied until the employee has exhausted any available compensatory time. Additionally, any new sick leave accrued by the employee must be used prior to utilizing donated hours.



Request for Town Council Action

Consent Agenda Item:	Award of Contract
Date:	11/18/2025

Subject: Award of Contract for Constructing South Smithfield Water Line Extension in South Smithfield

Department: Public Utilities Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

In 2023, Johnston County re-directed the potable water that enters the Town of Smithfield. One unintended consequence of this new water line, is the "by-pass" of some customers along Brightleaf Boulevard, between Wal-Pat Road and Galilee Road. To eliminate the "third" water system, the Town will extend our existing water system southward from Wal-Pat Road to the Flea market, capturing the customers along Brightleaf Boulevard. Plans were designed and permitted. Proposals were received, and the low bidder has been submitted for Council approval.

Financial Impact

The funds (\$798,725.00) to pay for these services were budgeted over multiple years as part of the East Smithfield Water Line Improvements capital project, for a total project budget of \$898,500.00.

Action Needed

Approve the proposed bidder (Jymco Construction Company, Inc.), as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of Jymco Construction Company, Inc. as the low bidder and authorize the Town Manager to execute the contract.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Signed Bid Tab & Summary
3. Proposed Construction Contract & Boiler Plate Amendment



Staff Report

**Consent Award of
Agenda Contract
Item:**

In 2023, Johnston County re-directed the potable water that "feeds" the Town of Smithfield. This "re-direction" allowed the County to provide a more stable water supply for the Town and provided more water supply to other parts of the County. One unintended consequence of this new water line, is the "by-pass" of customers along Brightleaf Boulevard, between Wal-Pat Road and Galilee Road. This new supply situation created a third water system within the Town. This created a third water system in the Town and the NCEDEQ has directed the town to remedy the situation.

To eliminate the third system, the Town will extend our existing water system southward from Wal-Pat Road to the Flea market, to capture the customers along Brightleaf Boulevard. Plans were designed and permitted. Proposals were received, and the low bidder has been submitted for Council approval.

A total of four (4) proposals for these services were received on October 23, 2025. The proposals were read aloud, evaluated and the low-bid, responsive contractor was selected.

Staff is asking the Council to approve the proposed contractor. Further, to authorize the Town Manager to execute a contract with the proposed contractor, to perform construction services. Lastly, that the amount of this construction contract for these services is not to exceed the approved amount of \$798,725.00.

**



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

BID PROPOSAL
GENERAL CONSTRUCTION
FOR THE:

BRIGHTLEAF BOULEVARD WATER MAIN EXTENSION



Town of Smithfield Public Utilities Department
 230 Hospital Road
 Smithfield, NC 27577
 Phone: 919-934-2798

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE
1	Mobilization / Demobilization	1	LS	85,000.00
2	Traffic Control	1	LS	84,300.00
3	16-Inch DIP Installation	610	LF	129,930.00
4	18-Inch HDPE Installation	925	LF	353,350.00
5	16-Inch Butterfly Valve	3	EA	60,540.00
6	Fire Hydrant Assembly	1	EA	19,300.00
7	Air Release Valve Assembly	1	EA	14,405.00
8	Service Line Reinstatement	6	EA	51,900.00
TOTAL BASE BID:				798,725.00

Bid Form Notes

1. Mobilization / Demobilization

- Bid price includes the preparation of the Contractor's equipment and crews prior to beginning construction.
- Demobilization includes removal of equipment and personnel from the project site.

2. Traffic Control

- Bid price includes the establishment of the minimum traffic control measures to satisfy North Carolina Department of Transportation requirements based on the nature of the work being completed.

3. 16-Inch DIP Installation

- Payment for this item shall include all labor, equipment, and material necessary to install a new water main to the lines and grades shown on the Contract Drawings including all bends, fittings, restrained joint pipe, appurtenances, tracer wire, disinfection, flushing, dewatering, and pressure testing. Bid price includes also includes labor and material required for installation, including all necessary pavement repair.

4. 18-Inch HDPE Installation

- Payment for this item shall include all labor, equipment, and material necessary to install a new water main to the lines and grades shown on the Contract Drawings including all bends, fittings, restrained joint pipe, appurtenances, tracer wire, disinfection, flushing, dewatering, and pressure testing. Bid price includes also includes labor and material required for HDD installation.



Town of Smithfield, Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This Bid Bond is executed on October 23, 2025

The name of the PRINCIPAL is Jymco Construction Company, Inc. (1)
a Corporation (2)

The name of the SURETY is Merchants National Bonding, Inc.
P. O. Box 14498, Des Moines, IA 50306-3498

The TOWN OF SMITHFIELD, NC, NORTH CAROLINA is the OWNER.

The amount of the Bond is Five Percent of Amount Bid (Dollars) (\$ 5% of Bid)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Brightleaf Boulevard Water Main Extension,
Smithfield, NC

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate;
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement.



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

Jimmy Whitley
(Principal) Secretary
(SEAL)



Jymco Construction Company, Inc.

Principal

By: Jimmy Whitley (3)
1586 Yelverton Grove Road, Smithfield, NC 27577
(Address)

Robert Haeberle
Witness as to Principal

1586 Yelverton Grove Road, Smithfield, NC 27577
(Address)

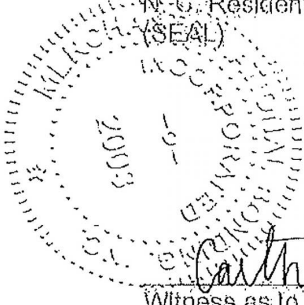
ATTEST:

Scott Pelin
N.C. Resident Agent
(SEAL)

Merchants National Bonding, Inc.

Surety

By: Tyler Turnbull (4)
Tyler Turnbull, Attorney-in-Fact
(Name)
P. O. Box 14498, Des Moines, IA 50306-3498
(Address)
(800) 678-8171
(Phone Number)



Catherine Getz
Witness as to Surety Catherine Getz

11405 N Community House Road, Suite 280
(Address) Charlotte, NC 28277

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Beverly B Ivey; Brett Branton; Della B Case; Jimmy Sousa; Matthew Rose; Michele Miller; Scott Pelin; Tyler Turnbull

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of May, 2025.

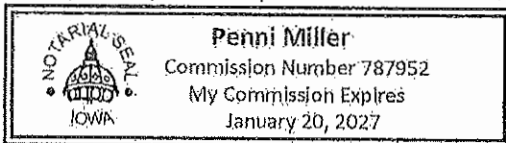
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

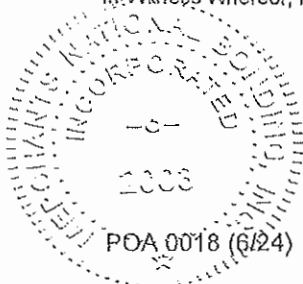


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of October, 2025.



Atta G. Smith
Secretary



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

SECTION 00 03 00

BID PROPOSAL ("Proposal")

TO: THE TOWN OF SMITHFIELD, NORTH CAROLINA ("Owner")

FROM: "BIDDER" Jy McO Construction Company LLC.

ADDRESS 1586 Melverton Grove Rd.
Smithfield NC 27577

DATE OF BID 10/23/2025, 20__

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of Smithfield, NC, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

**Brightleaf Boulevard Water Main Extension
Timmons Group Project No. 70209**

for the Town of Smithfield, North Carolina in accordance with the Contract Documents, including Addenda thereto. ** There is deposited, herewith, a certified check in the amount of: Seven Hundred Ninety Eight Thousand Seven Hundred Dollars (\$798,725), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

** Fill in appropriate Addenda number(s): NO. 1 - 10/17/2025



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

_____ Dollars (\$ _____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within ten (10) business days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: _____

_____ Dollars (\$ _____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

5. 16-Inch Butterfly Valve

- Payment for this item includes all labor, equipment, and material necessary to install each butterfly valve as required in the Contract Documents.

6. Fire Hydrant Assembly

- Payment for this item includes all labor, equipment, and material necessary to install each hydrant assembly, including fire hydrant, fire hydrant extensions, fire hydrant tee, required linear feet of 6-inch restrained joint ductile iron piping, restrained valves and valve boxes, stone, and all necessary fittings. Lump sum price for each fire hydrant assembly, including furnished and installed extensions as required by the Engineer.

7. Combination Air Valve Assembly

- Payment for this item includes all labor, equipment, and material necessary to install each combination air valve assembly and manhole as required in the Contract Documents including all bends, fittings, appurtenances, and all other items necessary for valve installation. Work shall include excavation, removal and proper disposal of excess material, bedding as shown in the Contract Documents, and traffic-rated manhole cover.

8. Service Line Reinstatement

- Payment for this item includes all labor, equipment, and material necessary to transfer all service connections from the existing to new water main. Included in the linear foot of pipe is excavation, backfill with excavated material, compaction, disinfection, and flushing.

Contractor

Jimmy Whitley

Sign

Contractor

Jimmy Whitley
James Construction

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00 03 00-9. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>EQUIPMENT/MATERIALS</u>	<u>MANUFACTURER</u>
CE&P Fertilizer / See attached in Equip.	

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

Sumco Construction Company LLC.
[If Bidder is not an individual, enter entity name here]

By: Jimmy Whitley Jr.
(Signature)

NAME OF SIGNER: Jimmy Whitley Jr.
(Please Print or Type)

TITLE OF SIGNER: President
(Please Print or Type)

DATE: 10/23/25

BID SECURITY:



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

Accompanying this Proposal is a (1) bid bond in the amount of
(2) thirty nine thousand nine hundred thirty seven Dollars
(\$39,936.25). 5% of total 25,100

NOTE:

- (1) Insert the words "bank draft," "certified check," "bid bond", or "cashier's check", as the case may be.
- (2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is 76371.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

(SIGNATURE PAGE)



Dated October 23, 2025

Jymco Construction (SEAL)

Bidder—Legal Entity

By: Jummy Whitley Jr. (SEAL)

(SIGN HERE)

Jummy Whitley Jr.
Printed Name

SEAL-if corporation



1586 Helvertn Grove Rd.

Smithfield NC 27577

Address

(919) 202-5659

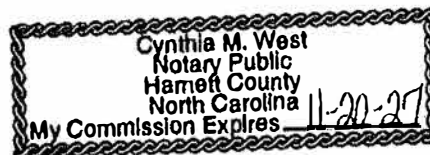
Telephone No.

Subscribed and sworn to before me this 23 day of October, 2025

Cynthia M. West
Notary Public

My Commission Expires:

11-20-27





Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF North Carolina)

COUNTY OF Johnston)

Jimmy Whitley Jr. being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of North Carolina, it operates under the legal name of Sylvia Construction Company LLC, and the full names of its officers are as follows:

President Jimmy Whitley Jr.
Secretary Jimmy Whitley Jr. & William Whitley
Treasurer Sylvia N. Whitley

and it does ☒ have a corporate seal. The Officers is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken 12/31/2024, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

General Partners

Limited Partners

The partnership does business under the name of : _____



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

Managers

Members

INDIVIDUAL:

The Bidder is an individual whose full name is:

and if operating under a trade name, said trade name is as follows:

The business address of the Bidder is:

Its phone number is: _____

The contact person for this Proposal is:

Bidder

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

County

My Commission Expires:



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM ("ADDENDUM")

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, 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 Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

(Use the following form for execution by a CORPORATION):

Symco Construction Corp.
Corporate Name

ATTEST:
William Whitley Jr.
(Assistant) Secretary

BY: William Whitley Jr.
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):



_____(SEAL)
Partnership Name

BY: _____(SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

_____(SEAL)
Company Name

BY: _____(SEAL)
Manager/Member

(Use the following form for execution by an INDIVIDUAL):

BY: _____(SEAL)

WITNESS:

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

County

My Commission Expires:



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

NON-COLLUSIVE AFFIDAVIT

State of North Carolina)
County of Johnston) ss.

Jimmy Whitley Jr. being first duly sworn,
deposes and says that:

- (1) He/she is the President
(Owner, Partner, Officer, Representative or Agent)
of Jynco Construction, the BIDDER that has
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID PROPOSAL in connection with the Contract for which the attached BID PROPOSAL has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of Smithfield, NC, or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Jynco Construction Comp.
BIDDER

BY Jimmy Whitley Jr
ITS President
(Title)

Subscribed and sworn to before me this 23 day of October, 2025



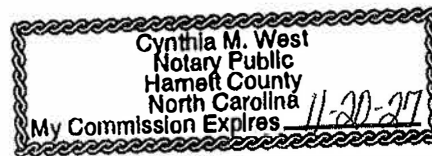
Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

Cynthia M. West
Notary Public

Harnett
County

My commission expires 11-20-27

END OF AFFIDAVIT





Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of Smithfield, NC and its residents, may be enforced as set out in the ordinances of the Town of Smithfield, NC, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST:

William Whitley
(Assistant) Secretary

William Whitley
(Printed Name)

(Corporate Seal)

Jyeco Construction Corp.
Corporate Name

BY: Jimmy Whitley Jr.
(Vice) President

Jimmy Whitley Jr.
(Printed Name)

(Use the following form for signatures by a PARTNERSHIP):

WITNESS

(Printed Name)

_____(SEAL)
Partnership Name
BY: _____(SEAL)
General Partner



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

WITNESS
(Printed Name)

Company Name (SEAL)

BY: _____ (SEAL)
Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

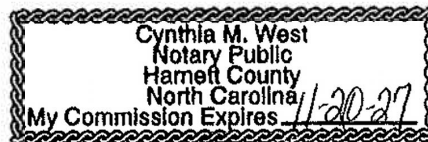
(SEAL)

(Printed Name)

WITNESS
(Printed Name)

Subscribed and sworn to before me this 23rd day of October, 2025
Cynthia M. West Harnett
Notary Public County

My Commission Expires:
11-20-27



Expiration Date

2025

License No.

76371

North Carolina

Licensing Board for General Contractors

This is to Certify That:

JYMCO Construction Company, Inc.

Smithfield, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway, Public Utilities

until

December 31, 2025

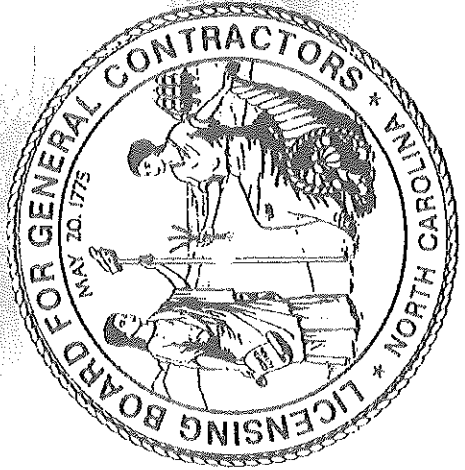
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/09/2025

This certificate may not be altered.



[Signature]

Chairman

[Signature]

Secretary-Treasurer

Jymco Construction Company Inc.

1586 Yelverton Grove Road
Smithfield NC 27577
919.202-5659

Statement of Compliance

October 23, 2025

Jymco Construction Company Inc ensures that we will be doing at least half of the work on the Brightleaf Boulevard Water Main Extension.

Sincerely,

Jymco Construction Company, Inc

NC★ HUB Solicitation Opportunities

NOTE: Project contact information can be located in solicitation documents.

Select an Organization

JYMC CONSTRUCTION INC.

Select a Project

Project Title

#22286 BRIGHTLEAF BLVD. WATER MAIN EXTENSION

Show Opportunity

Clear All

Select a report filter:

Solicitation Due Date

Solicitation Type

Disaster Related

Organization

Project Location

Total Opportunities Report

Solicitation Information

Due Date: 10/23/2025
Due Time: 2:00PM
Type: Construction
Organization: JYMC CONSTRUCTION INC.

Project Information

Project Title: #22286 BRIGHTLEAF BLVD. WATER MAIN EXTENSION
Is this Disaster Related (Preparation, Response, or Recovery)? No
Project Location Address: SOUTH BRIGHTLEAF BLVD., Smithfield, North Carolina 27577
Project Info URL: <https://www.dropbox.com/scl/fi/4Zphl4ke>

Pre-Solicitation Meeting Information

Is there a meeting? No

Submission Details

Date: 10/23/2025
Time: 2:00PM
Meeting Type:
Virtual Meeting Info:
Onsite Address: 230 HOSPITAL ROAD Smithfield, North Carolina 27577

Project Contact Information

Name: Barbi Wiginton
Phone Number: 919-202-5659
Email: barbiwiginton@jymco.net
Website: <https://www.dropbox.com/scl/fi/4Zphl4ke?dl=1>
Blvd-Water-Main-Extension-20250827.pdf?rkey=yowaaesV0o6xereq5ka3l3xjg&st=7beli

Scope of Work

LAYING WATER MAIN

**WAIVER OF NOTICE AND
MINUTES OF SPECIAL MEETING
OF BOARD OF DIRECTORS
OF JYMCO CONSTRUCTION, INC.**

The undersigned, being the members of the Board of Directors of Jymco Construction, Inc., do hereby waive meeting and notice of meeting of a special meeting of the Board of Directors held at the offices of the Company on this date.

The president announced that the purpose of this meeting was to inform the company that Sylvia N. Whitley, shareholder, intends to transfer 5,000 shares of her outstanding stock to her son, Jimmy Ray Whitley, Jr., and 5,000 share of her outstanding stock to her, Garland Stacey Whitley, by assignments effective December 31, 2024, at 11:59 P.M.

The proper officers are hereby authorized and directed to call in and cancel share certificate number 1 belonging to Sylvia N. Whitley for 10,000 shares and re-issue share certificate number 2 to Jimmy Ray Whitley, Jr. for 5,000 shares and share certificate number 3 to Garland Stacey Whitley for 5,000 shares.

Upon the transfer of stock, the current stockholders of the company are as follows:

Jimmy Ray Whitley, Jr.	5,000 shares
Garland Stacey Whitley	5,000 shares

FURTHER, the directors undertook to appoint new officers of the Company. After nominations were taken, it was unanimously voted that the following shall assume the roles on January 1, 2025 and shall serve until their successors are duly appointed and qualified.

President:	Jimmy Ray Whitley, Jr.
Vice President:	Garland Stacey Whitley
Vice President:	Jimmy Ray Whitley
Secretary:	Jimmy Whitley, Jr.
Assistant Secretary:	William Whitley
Treasurer:	Sylvia N. Whitley

FURTHER, the following officers, either individually or together, are hereby authorized and directed, until these minutes are amended or revised, to execute on behalf of the company, any documents related to any contracts, agreements, bids or projects binding the Company of any current or future projects entered into by the Company:

Jimmy Ray Whitley, Stacey Whitley, or Jimmy Whitley, Jr.

There being no further business to come before the meeting, the meeting was duly adjourned.

{N0501383.DOC; 1}



Town of Smithfield Public Utilities Department
230 Hospital Road
Smithfield, NC 27577
Phone: 919-934-2798

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Smithfield, NC demonstrating such compliance.

THE FOLLOWING FORMS AND DOCUMENTATION MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

1. Bid Bond (using forms provided on pages 00 03 00-10 and 00 03 00-14) or other allowable bid security;
2. Photocopy of Bidder's North Carolina General Contractors License.
3. Enter Contractor's License Number as called for throughout proposal and on the outside of sealed envelope containing the proposal;
4. Statement of Compliance with requirement of the General Conditions that the Bidder will ensure that at least half of the Work is performed with the Bidder's employees (provide statement on bidder's letterhead)
5. Certified List of Equipment/Material Manufacturers
6. Bidder's Certificate as to Organization and Authority
7. Equal Employment Opportunity Addendum
8. Non-Collusive Affidavit
9. Nondiscrimination Clause.

(May require other documents once contract is compiled)

JYMCO EQUIPMENT LIST

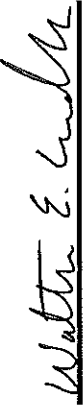
KUBOTA	2018	KX080	
KUBOTA	2013	KX057R3A MINI	21428(KX057-4)
HYUNDAI	2015	140 EXCAVATOR 30,000LB	HHKHZ409JF0000603
HYUNDAI	2000	130LC-3 EXCAVATOR	E6033L10628
CATERPILLAR	2020	310 EXCAVATOR	GWT00611
Caterpillar	2014	336 ELH	JRZA00976
Caterpillar	2014	336 ELH	CAT0336ELRZA00515
CATERPILLAR	2017	308E2CR	CAT0308ELFJX08699
CATERPILLAR	2019	305.5 E2CR EXCAVATOR	CAT3055ELCR506966
CATERPILLAR	2023	330 EXCAVATOR	EQ168803
CAT	2014	930K Loader	CAT0930KGRHN03644
CATERPILLAR	2016	914 K Wheel LOADER	CAT0914KLCD201229
CATERPILLAR	2021	920 Wheel LOADER	SL400331
Caterpillar	2015	926 M Wheel Loader	CAT0926MCLTE01965
JOHN DEERE	2012	544 K LOADER	1DW544KZHCE648376
CATERPILLAR	2015	326 FL EXCAVATOR	CAT0326FPWGL00697
CATERPILLAR	2017	299D2XHP skid steer	DADX202098
CATERPILLAR	2019	289D skid steer	TAW13044
KOBELCO	2021	300 EXCAVATOR	LB08605089
VOLVO	2007	210CL EXCAVATOR	VCE210CC00110784

South Smithfield Water Line Extension

Bid Tabulation - Bids Received: October 23, 2025

	Contractors	Addenda Acknowledged	Non-Collusion Affidavit	Vendor Application	W-9	E-Verify	Bid Price
1	Allen grading Company, inc.	x	x	x	x	x	\$ 1,101,875.00
2	Jymco Construction Company, Inc.	x	x	x	x	x	\$ 798,725.00
3	Moffat Pipe, Inc.	x	x	x	x	x	\$ 1,060,175.00
4	Precision Earth and Pipe, LLC	x	x	x	x	x	\$ 2,399,044.09
5							
6							
7							

This is to certify that the bids tabulated herein were publically opened and read aloud at 2:00 p.m. on the 23rd day of October, 2025 at the Town of Smithfield Operations Center located at 230 Hospital Road, Smithfield, North Carolina, and all said bids were accepted as "Responsive Bids"


 Walter E. Credle, P.E.
 Town of Smithfield

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of November, 2025, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and Jymco Construction Company, Inc. a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The TOWN will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the TOWN in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **TERM OF CONTRACT.** The Term of this contract for services is from December 1, 2025 to June 30, 2026 unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Seven Hundred Ninety-Eight Thousand Seven Hundred Twenty-five and No Dollars (\$ 798,725.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.
4. **INDEPENDENT CONTRACTOR.** TOWN and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$ 100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 5 shall be deemed to constitute a waiver of the sovereign immunity of the TOWN, which immunity is hereby reserved to the TOWN.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONTRACTOR may be declared ineligible for further TOWN contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Johnston and the State of North Carolina.
9. **TERMINATION.**
 - 9.1 **EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:
 - a. Failure to perform the Services satisfactorily or on schedule,
 - b. Failure to submit any report required hereunder; and/or
 - c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the TOWN may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the TOWN for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 9.1 or 9.2, shall not form the basis of any claim for loss of anticipated profits by either party.

- 10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of TOWN. CONTRACTOR has no authority to enter into contracts on behalf of TOWN.
- 11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 12. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

TOWN OF SMITHFIELD
ATTN: PUBLIC UTILITIES DEPARTMENT
230 HOSPITAL ROAD
SMITHFIELD, NORTH CAROLINA 27577

CONTRACTOR
ATTN: Jymco Construction Company, Inc.
1586 YELVERTON GROVE ROAD
SMITHFIELD, NC 27577

- 13. AUDIT RIGHTS.** For all Services being provided hereunder, the TOWN shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 14. TOWN NOT RESPONSIBLE FOR EXPENSES.** TOWN shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 15. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 16. ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between TOWN and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 17. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

18. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

19. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

20. E-VERIFY. 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 TOWN.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Andrew Harris, Town of Smithfield Chief Financial Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name: _____

Title: _____

ATTACHMENT 1” to follow

AMENDMENT TO BOILER PLATE CONTRACT

(131 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of _____, 2025, by and among Jymco Construction Company, Inc. (“Contractor”), and the Town of Smithfield (“Town”).

RECITALS:

- A. Contractor desires to enter into a Contract with Town according to a form supplied, a boiler plate contract, by Contractor and used in its normal business, which agreement is hereinafter referenced as the Contract and dated approximately simultaneously with this Amendment.
- B. It is efficient for Town to enter small contracts such as this on forms supplied by Contractor so as to avoid the time and expense of more formally drafted contracts but Town desires to preserve for itself certain basic contractual provisions in all contracts.
- C. The Parties hereto have therefore agreed to the following Amendment to Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties amend the Contract signed approximately simultaneously herewith and attached hereto by inserting the following provisions which shall be additional provisions of the Contract and shall control over any other provisions of the Contract that might appear contradictory hereto or appear to create ambiguities when read with the provisions agreed to herein.

1. Miscellaneous:

- a. Clause Control. Due to the volume of vender and independent contractor agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this miscellaneous paragraph (subparagraphs a-n) is being inserted in Town Contracts and the provisions of this miscellaneous paragraph will control over all other provisions of the contract.
- b. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- c. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- d. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- e. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- f. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Contract Termination. The Town may terminate this contract without cause on 5 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Andrew Harris, Town Budget Officer

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

Town:

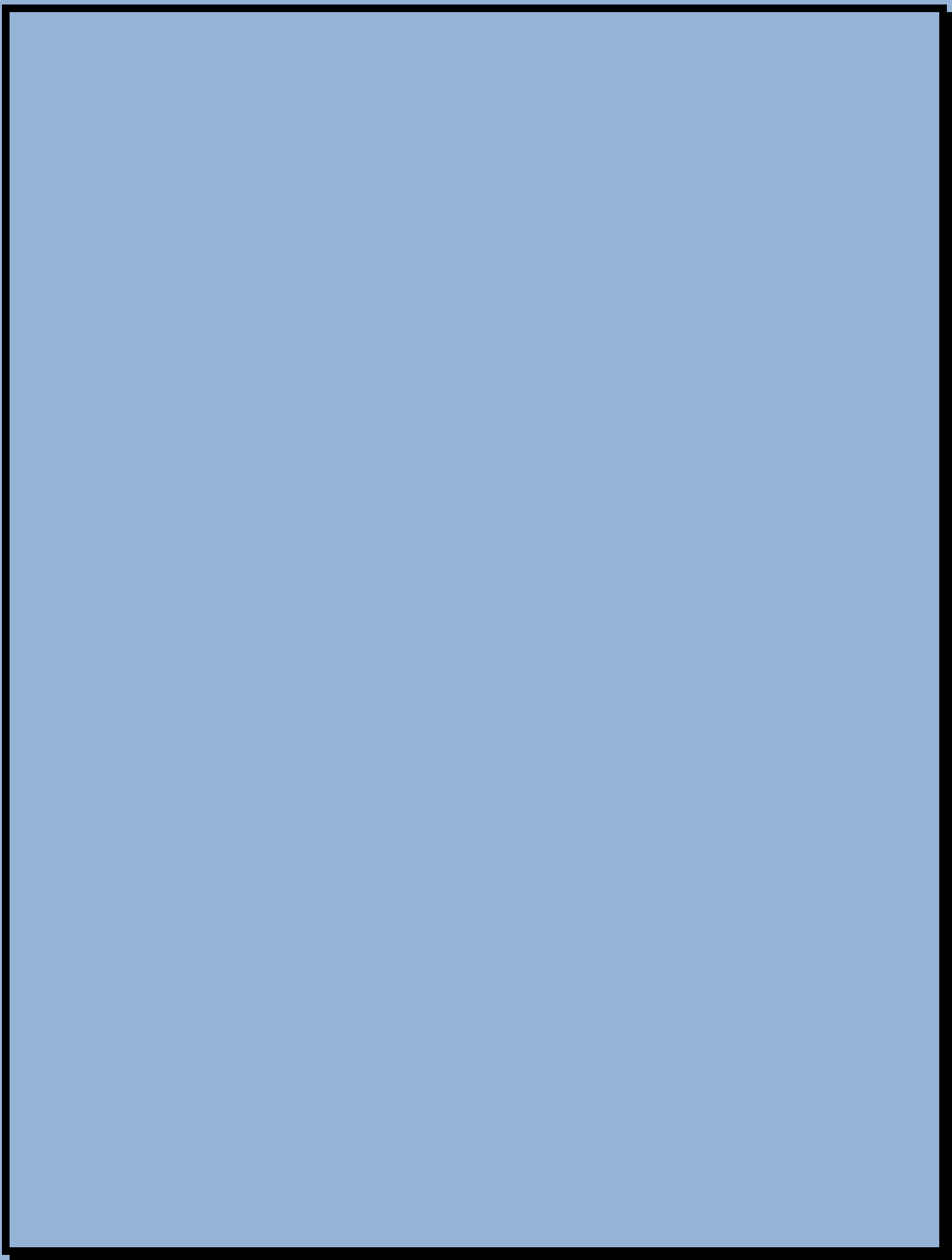
By: _____
Michael. L. Scott, Town manager

CONTRACTOR: _____

By: _____

Business Name: _____

Business Items





Request for Town Council Action

Business Item: Street Resurfacing
Date: 11/18/2025

Subject: Street Resurfacing
Department: Public Works Department
Presented by: Public Works Director - Lawrence Davis
Presentation: Business Item

Issue Statement

On October 21, 2025, at 9:00 am., the Town of Smithfield Public Works Department held its bid opening for the Fiscal Year 2025–2026 Resurfacing Project. A total of 20 companies were contacted and invited to submit bids for this project of paving 23 Streets. 5 bids were submitted for the work: 1.) Garriss Grading and Paving, 2.) Daniel's Inc of Garner, 3.) Fred Smith Company, 4.) S.T. Wooten Corporation, and 5.) Coastline Contracting Company LLC. Coastline Contracting Company LLC had the lowest bid. At Council's request, references were to be provided and contacted to ensure this company's reputation and work experience.

Financial Impact

Amount of Bid: \$1,384,572.77

Action Needed

Approve Contract Award:

Approve awarding the Street Resurfacing Project FY 2025–2026 to the lowest responsible and responsive bidder as determined by the Public Works Department.

Approve Budget Allocation:

Confirm and approve budget allocation, or transfer of funds necessary to support the awarded resurfacing contract.

Recommendation

Per Council's request, calls and emails were provided.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report with References
2. Street Resurfacing List
3. Bid Listing
4. Staff Email Reference



Staff Report

Business Street
Item: Resurfacing

A total of 20 companies were contacted and invited to submit bids for this project.

Companies Contacted:

S.T. Wooten Corporation, Turner Asphalt Inc., Fred Smith Company, Raleigh Paving, Garriss Grading and Paving Inc., Daniel's Inc. of Garner, Tripp Brothers Inc., Lanier Construction Company Inc., Wayne Denton Contracting, Lucas Pavement Maintenance and Construction, RDU Paving Inc., Legion Asphalt Inc, JP Edwards Inc., Barnhill Contracting Company, Asphalt Service on Demand, Browe Construction Company, Coastline Contracting Company LLC, Construct Connect, Blythe Construction Company, and Prime Vender Inc.

All received bids will be opened publicly at the date and time stated below:

Bid Opening: October 21, 2025, at 9:00 A.M.

Location: Public Works Building, 231 Hospital Rd., Smithfield, NC 27577

The contract will be granted to the lowest responsible and responsive bidder in accordance with Town of Smithfield procurement policies and applicable North Carolina General Statutes.

Date of Advertisement:

October 2, 2025



4536-3 Technology Dr
Wilmington, NC 28405
(910) 602-6474

October 22, 2025
Project Experiences, References

1. Project: Emerald Isle Mill and Pave

Mill and resurfacing of numerous city streets

Contract Value: \$300,000

Town of Emerald Isle, Contacted: Frank Rush 252-241-6995

Completion Date: October 1, 2025

Positive report from Frank Rush, said he used them for three significant jobs in the past years. They did a great job and he's sure they would use them again.

2. Project: Pollocksville Mill and Pave

Mill and resurfacing of numerous city streets

Contract Value: \$490,000

Town of Pollocksville, Contacted: Scott Godefroy 252-752-4135 x 244

Completion Date: May 2025

Positive reports, no complaints other than additional work added on to the contract due to subgrade issues undenounced to the contractor.

3. Project: Boiling Springs Lakes 2024 and Drayton Rd

Mill to subgrade, place ABC, and pave

Contract Value: \$1,368,000

Town of Boiling Springs, Contacted: Aaron Harward 910-443- 3758

Completion Date: August 2024

Aaron Harward Good Reputation, they paved over a mile of streets for them. They are contracted to do more work for Boiling Springs Lake

Street Resurfacing list 25/26 year

- 1.Blocks 399 to 100 of **North Fourth Street** to Market. 0.21miles
- 2.Blocks 499 to 199 **North Fifth Street** to Market. 0.36 miles
- 3.Blocks 100 to 399 of **E. Johnston St.** to South Fourth St. 0.21miles
- 4.Blocks 100 to 399 **S. Second** to E. Riverside.0.28miles
- 5.Blocks 500 to 799 of **S. Fifth street.** to 3010.47miles
- 6.Blocks 800 to 1999 of **S. Fifth Street.** to Brogden (Patch Work) 0.00 miles
- 7.Blocks 100 to **Second** of Wellons (Traffic loops need to be replaced) 0.01miles
- 8.Blocks 200 to 499 of **Sanders** to South Vermont. 0.28 miles
- 9.Blocks 1200 to 900 of **S. First street.** To Sanders 0.42 miles
- 10.Blocks 1200 to 900 of **S. Vermont.** To Sanders 0.42 miles
- 11.All of **Underwood** to the end. 0.48miles
- 12 All of **Carolina** to the end. 0.48 miles
13. Blocks **Blount St.** to Midway or to 301. 0.30 miles or to 0.60 miles
- 14.Blocks 899 to 800 of **Midway.** to West. 0.10 miles
15. Blocks 1000 to 800 of **Third Ave.** to West. 0.05 miles
16. Blocks 999 to 800 of **West St.** to North. 0.10 miles
- 17.Blocks 400 of **MLK.** to College Rd. 0.20 miles or to Brogden Rd. 0.90 miles
18. **E. Lee Street.** to MLK 0.13
- 19.Blocks of **Afton.** to Brookwood Dr. 0.19 miles
20. All of **N. Roderick.** 0.13 miles
21. All of **Milton.** 0.10 miles
22. All of **N. Rodgers.**0.13 miles
- 23.Block 300-399 **South Fourth street**

Lawrence Davis

From: Kimberly Pickett
Sent: Friday, October 24, 2025 8:02 AM
To: William Nelson
Cc: Lawrence Davis; Kimberly Pickett
Subject: RE: Reference for Coastline Contracting, Inc.

Thank you very much for the reference and the quick response!

Kimberly T. Pickett, MPA

Assistant Town Manager
Town of Smithfield
C – (252)-916-7525
O – (919)934-2116 ext 1102
F – (919)989-8937

www.smithfield-nc.com



From: William Nelson <william_nelson@pender.k12.nc.us>
Sent: Friday, October 24, 2025 8:00 AM
To: Kimberly Pickett <kimberly.pickett@smithfield-nc.com>
Subject: Reference for Coastline Contracting, Inc.

Good morning Ms. Pickett,

My name is William Nelson, and I serve as the Director of Construction for Pender County Schools. I am pleased to provide a reference regarding Coastline Contracting, Inc., who recently completed work at Rocky Point Elementary School.

I was very pleased with both the performance and professionalism of Coastline Contracting throughout the project. Mr. Tingen and his team were extremely respectful of the daily operations of our school system, particularly during parent and bus arrival and departure times. They coordinated closely with school staff to ensure preparations were made and communications were sent to the community in advance of any construction activities.

The project started on time, was completed on schedule, and remained within budget—with no hidden or unexpected costs. The workmanship was excellent, and their team maintained clear communication throughout.

I would highly recommend Coastline Contracting for future work. In fact, we are already in the process of scheduling additional projects with them within our district.

Please don't hesitate to reach out if you have any further questions.

Lawrence Davis

From: Kimberly Pickett
Sent: Thursday, October 23, 2025 8:24 AM
To: Toni Floyd; Lawrence Davis
Subject: Re: Coastline Contracting Inc

Thank you for getting back to me!

Thanks,
Kim
Sent from my iPhone

On Oct 23, 2025, at 8:21 AM, Toni Floyd <admin@townofpollocksville.com> wrote:

They did a good job for us. The project did go over budget, but that was due to some pre-existing conditions that neither we nor the engineer knew about. We basically had a sinkhole under the pavement on one of our streets that was discovered when they were milling the old pavement.

Toni Floyd
Town Clerk/Finance Officer
Town of Pollocksville
PO Box 97
Pollocksville, NC 28573
Phone 252-224-9831
Fax 252-224-4306

On Wed, Oct 22, 2025 at 11:12 AM Kimberly Pickett <kimberly.pickett@smithfield-nc.com> wrote:

Good morning Ms. Floyd,

The Town of Smithfield is looking into references for Coastline Contracting Inc, and we see that they have done some work for the Town of Pollocksville. Would you be willing to tell us how they did? Did they complete the work on time, within the budget and did you have any issues with the company?

Thank you,



Request for Town Council Action

Business Item: W.T.B.C. LLC Contract
Date: 11/18/2025

Subject: W.T.B.C. LLC Contract
Department: General Government
Presented by: Assistant Town Manager – Kim Pickett
Presentation: Business Agenda Item

Issue Statement

The Town of Smithfield is entering into a 20-year lease with W.T.B.C. LLC for the use of a stadium at Community Park (500 M. Durwood Stephenson Parkway)

Financial Impact

- \$1 annual lease payment for the first and second year: 2026 & 2027
- \$10,000 annual lease payment in 2028
- \$12,250 annual lease payment in 2029
- \$25,000 annual lease payment for the next five years (2030 – 2034)
- 2% annual increase for the next five-year stanza (2035 – 2039)
- Lease payment will remain level at 2039 until 2044
- In 2044, lease payment will increase by 5% (from the 2039 level) and maintain at this rate until 2047 when another 5% increase will start with the 5-year automatic roll-over extension

Action Needed

Approval for the Town of Smithfield to move forward with W.T.B.C. LLC

Recommendation

Staff recommends approval.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Contract



STAFF REPORT

Business W.T.B.C.
Item: LLC
Contract

The Town of Smithfield is requesting approval to enter a contract with W.T.B.C. LLC (a.k.a. the Tobs) for the use a coastal league baseball facility – to include concession stands, meeting rooms, locker rooms, baseball field and stadium storage areas – at the Smithfield Community Park located at 500 M. Durwood Stephenson Parkway. Terms of the contract are 20-year lease with a 5-year automatic roll-over extension.

- \$1 annual lease payment for the first and second year: 2026 & 2027
- \$10,000 annual lease payment in 2028
- \$12,250 annual lease payment in 2029
- \$25,000 annual lease payment for the next five years (2030 – 2034)
- 2% annual increase for the next five-year stanza (2035 – 2039)
- Lease payment will remain level at 2039 until 2044
- In 2044, lease payment will increase by 5% (from the 2039 level) and maintain at this rate until 2047 when another 5% increase will start with the 5-year automatic roll-over extension

Additional terms of the contract include water and sewer utilities, as well as refuse services. Electrical and Internet are the responsibility of the Tobs.

The Town will maintain control of naming rights of the Stadium and Field, which allows those proceeds to go towards stadium costs. Further, the Town will be responsible for the following areas: Stadium construction, maintenance and repair; Stadium sound system hardware and maintenance; Video or score board hardware and maintenance; Pesticide applications and turf aeration.

The Tobs will be responsible for playing surface management; stadium maintenance (pre and post-game maintenance, bathroom/dugout maintenance, as well as clubhouse/locker room/office cleaning); Concession Facilities; Clubhouse/Office Facilities; Supplies (chalk, toilet paper, paper towels, trash bags, lines, Turface, Field Paint); all security at Tobs events.

Funding sources on Construction of stadium:

TOS Economic Development Fund:	\$2,000,000
TOS Tourism Budget:	584,187
TOS Capital Budget (TH Plans):	250,000
Bingham Park Fund:	365,789
TOS Park in Lieu Funds:	300,024
JCVB Budget:	500,000
Johnston County:	<u>2,000,000</u>
Total:	\$6,000,000

Town of Smithfield/W.T.B.C. LLC Lease Agreement

This Lease Agreement, (the "Lease") is made effective as of this day, _____ 2025, by and between the Town of Smithfield (herein after referred to as the "Town") and W.T.B.C. LLC (herein referred to as the Tobs).

Recitals

- A. The Tobs desire to continue their operation in Smithfield, NC and desire to lease a portion of Community Park (500 M. Durwood Stephensen Parkway, Smithfield, NC 27577), which will include concession stands, meeting rooms, locker rooms, Baseball Field and stadium storage areas referred to as Community Park Stadium (herein referred to as the "stadium").
- B. The Town and the Tobs desire to provide the citizens of Smithfield and Johnston County and other persons the opportunity to attend and view amateur/collegiate summer baseball consistent with the Coastal Plain League (CPL) .
- C. The Town and the Tobs desire to enter into a written agreement to effectuate the above purposes and to set forth in detail their respective rights and obligations in connection with the lease of the stadium by the Tobs, while maintaining the property for public use.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements set forth in the Lease, and other good and valuable consideration, the Town leases to the Tobs, and the Tobs leases from the Town, the Stadium and the site for the primary purpose of collegiate summer baseball and related activities pursuant to the terms and conditions set forth and explained in this Lease.

ARTICLE 1 THE PROPERTY

1. The Stadium. The Town of Smithfield will hire a firm to design and build the stadium largely upon the current DAV lot on the west side of the Community Park on Durwood Stephenson Highway adjacent to SSS High School. The Town will have the sole responsibility for construction according to plans to be approved. Customers and fans may need parking space for 1500 cars during game nights with Customers having nonexclusive access to the existing parking space in the Town Park, Furthermore, the parties are looking for some overflow parking from the schools at Smithfield Middle just west of the park across Buffalo Road and at SSS High School just east of the park.
2. Stadium improvements - Any Capital Improvements undertaken during the term of the lease must have the approval of the Town.

ARTICLE II: RENT TERMS AND PERIODIC RENT

This is a 20-year lease with 5-year automatic roll-over extension:

- a. \$1.00 annual Lease payment for the first and second year: 2026 and 2027.
- b. 2028 an annual lease payment of \$10,000.
- c. 2029 an annual lease payment of \$12,250
- d. \$25,000 annual lease payment for the next five years: 2030, 2031, 2032, 2033, 2034
 - i. 2% annual increase for the next five-year stanza: 2035 – 2039
 - ii. Lease payment will remain at the 2039 level until 2044
 - iii. In 2044, lease payment will increase by 5% from the 2039 level and maintain at this rate until 2047 when another 5% increase will start with the 5-year automatic roll-over extension.
 - iv. Lease payment includes water and sewer stadium utilities:
 - v. Electrical costs and internet costs are the responsibility of Tobs.
 - vi. Lease payment schedule: 5 equal monthly installments beginning Calendar Year 2028:
- e. April 15, May 15, June 15, July 15, August 15
- f. Office Space and office utilities provided by the Town until stadium offices are available on site: Enough to host 2 people.

ARTICLE III: Parties Rights to Possession

Tobs shall have non-exclusive rights to the stadium as follows:

1. Use by the Tobs.

The Tobs may use and provide for use of the Stadium for Amateur Baseball Games, events and Concessions as follows with Tobs having exclusive rights at the following periods:

a) May 1st through November 15th — Exclusive Rights-Tobs

- 1.) The Tobs shall not allow the use of the Stadium by any professional baseball team without the advance written approval of the Town. Professional baseball teams shall include teams with major or minor league recognition or status.

2. Scheduling of Games and Activities.

The Parks and Recreation Department of the Town shall schedule dates for the playing of recreation, amateur adult/youth, high school, Town-league games, Tob's uses and such other events for public use from November 16 – April 30th. The Tobs will retain first priority position for the scheduling of event dates at the stadium during this time period, however the Town will have priority for events it schedules at least 60 calendar days in advance of the event, during times when the stadium is not scheduled for other such uses. The Town and the Tob's organizations will faithfully work together to schedule games

and events during this time period.

a. Exclusive Areas for TOBs The Tobs shall have exclusive control of all concession sales and concession facilities for all Tob's events at the stadium.

- i. The Tobs shall have exclusive control of stadium advertising: outfield fence signage, video boards, grandstand seats, grandstand signage throughout the stadium. The Town will have the right to refuse any advertising that is not consistent with the Town's mission or its public perception. Advertising space will be made available to recognize the Town, Johnston County and the Johnston County Visitor's Bureau.
- ii. The Town will maintain control of naming rights of the Stadium and Field with proceeds going toward stadium costs.

b. The Tobs agree to indemnify and hold harmless the Town of Smithfield for any claim of any person for injury to life, person, or property or for any claim or cause whatsoever not caused by the negligence of the Town of Smithfield.

Article IV: STADIUM RESPONSIBILITIES

1. Town responsibilities

- a. Stadium Infrastructure construction, maintenance and repair
- b. Stadium Sound system hardware and maintenance
- c. The Town will provide dumpster services and be responsible for having dumpster emptied as needed.
- d. Video or score board hardware and maintenance
- e. The Town will be responsible for pesticide applications and turf aeration:
 - i. Turf Management: Year-round Spraying and fertilizing
 - ii. Turf (Grass) Top Dressing – if needed
 - iii. Turf aeration – twice annually
 - iv. Annual laser grading of infield dirt
 - v. Artificial turf replacement: foul areas, home plate, bullpen.
- f. Scoreboard / Lights / PA System - The Town shall present the Stadium to the Tobs May 15th of each year with a safe and operational scoreboard, field lights and PA system

2. Tobs responsibilities

- a. Playing Surface Management will be the responsibility of the Tobs, to include mowing and edging (including in stadium and field mowing).

b. Stadium Infrastructure maintenance

- i. Pre-game stadium preparation
- ii. Infield drag/watering/field lining
- iii. Post-game stadium clean-up
- iv. Bathroom Maintenance
- v. Dugout Maintenance
- vi. Clubhouse/Locker room/Office cleaning

c. The Tobs will be responsible for the following supplies:

- i. Chalk, toilet paper, paper towels, trash bags, liners, Turface, Field Paint
- ii. Concession Facilities
- iii. Cooking/Refrigeration equipment
- iv. Point of Sale equipment
- v. Video Surveillance equipment
- vi. Point of Sale Kiosks
- vii. Clubhouse/Office Facilities
- viii. Locker room Furniture
- ix. Office Furniture
- x. Entertainment Hardware: TV's, Sound System
- xi. Concession Facilities
- xii. Cooking/Refrigeration equipment
- xiii. Point of Sale equipment
- xiv. The Tobs will be responsible for security at all Tobs events.

ARTICLE V: STAFFING

Tobs, at its sole expense, shall be responsible for staffing of all stadium, parking and related facilities for Tobs sponsored events. Town will staff all stadium events that the town sponsors.

1. Concessions/Concessions Facilities - The Tobs shall have the exclusive, year-round right to operate the concessions facilities, including but not limited to, food, candy, drinks and novelty sales for all Tobs sponsored events in the Stadium. The Tobs Baseball Club is solely responsible for all product costs and staffing. The Tobs Baseball Club is solely responsible for obtaining all necessary permits and licenses. Concession equipment and non-attached restaurant equipment purchased by the Tobs are the sole property of the Tobs Baseball Club and will remain with the club in the event the Tobs organization or the Town of Smithfield does not renew the two party's stadium agreement. All use of the Tobs concession equipment and restaurant facilities by the Town of Smithfield or other stadium leasers must be authorized, in advance, by the Tobs Baseball Club. The Town may utilize other concession arrangements, such as food trucks, for its events, should the Tobs not be able to provide these services.

2. Sale of Alcohol - The Tobs may sell beer subject to the rules and regulations set forth by the North Carolina Alcohol Beverage Commission and North Carolina General Statute 18b - 100 (6), and the Town of Smithfield rules and regulations. W.T.B.C. LLC franchise shall be permitted to serve beer at Community Park Stadium for all Tobs sponsored events.
3. Advertising and promotion - The Tobs shall have exclusive advertising rights to the entire stadium. *In addition*, all radio, streaming, television and broadcast rights and privileges will be under the exclusive control of the Tobs. The Town will have the right to refuse any advertising that is not consistent with its mission/philosophy or its public perception. Advertising space will be made available to recognize the Town, Johnston County and the Johnston County Visitor's Bureau.

ARTICLE VI INSURANCE & INDEMNITY

1. To the fullest extent permitted by laws and regulations, Tobs shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from Tobs (or its officials', employees' or contractors') negligence performance of this Contract. This indemnification shall survive the termination of this Contract.
2. In addition, Tobs shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Tobs shall maintain, at its expense, the following minimum insurance coverage:
 - \$1,000,000 Professional liability insurance that includes coverage for claims arising from professional negligence, including design errors or omissions
 - \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage
 - Tenant's insurance on all Tobs fixtures or personality at the Stadium or any improvements thereto in an amount of not less than \$500,000.
3. Tobs, upon execution of this Contract, shall furnish to the Town a Certificate of Insurance reflecting the minimum limits stated above, including professional liability insurance. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decree, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Tobs. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Nothing contained in this section shall be deemed to constitute a waiver of the sovereign immunity of the TOWN, which immunity is hereby reserved to the TOWN.

ARTICLE VI DEFAULT, REMEDIES, LITIGATION.

1. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

2. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.

3. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.

4. Mediation. Either party frustrated by a dispute with the other or contemplating litigation against the other must file for a mediation with a certified NC Bar mediator within 30 days of notifying the other of the claim and the parties shall conduct the mediation within 60 days and locate a mediator who can do so.

ARTICLE VII: MISCELLANEOUS

- a. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- b. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- c. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- d. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- e. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- f. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- g. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- h. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.

- i. Pre-Audit Certification. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Andrew Harris, Town Finance Director

- j. Transfer. - This Lease may be transferred from W.T.B.C. LLC to another entity only with written approval from the Town. W.T.B.C. LLC shall submit the request for any such transfer to the Town in writing. In case of approval of such a transfer, the parties to the Lease remain bound by all the conditions and stipulations of this Lease.
- k. Notices. -Any notice required by the Town or the Tobs by the tenants of this Lease, shall be in writing and be deemed given and received on the date of the mailing of such notice in writing to the Town or the Tobs by certified registered mail with any notice to the Town made to the Town Manager at Town Hall, Market Street, PO Box 761 Smithfield, N.C.

This Agreement now therefore executed as each party hereunto sets their hand and seal as of the date first mentioned above.

W.T.B.C. LLC

Town of Smithfield

_____ Date

_____ Date



Request for Town Council Action

Business Agenda **Baseball Venue**
Date: 11/18/2025

Subject: Baseball Venue Construction Contract
Department: Parks and Recreation Department
Presented by: Parks and Recreation Director - Gary Johnson
Presentation: Business Agenda Item

Issue Statement

The Parks and Recreation Department is requesting consideration and approval to enter into a contract with Muter Construction, Inc for the design and construction of the Baseball Venue to be located at 1500 Buffalo Road (at Smithfield Community Park)

Financial Impact

Amount of Bid & Agreement: GMP \$6,000,000

Action Needed

Approval to enter into a contract with Muter Construction, Inc to provide design service and construction of a baseball for the GMP \$ 6,000,000.

Recommendation

Approval to enter into a contract with Muter Construction, Inc to provide design service and construction of a baseball for the GMP \$ 6,000,000.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Muter Construction Contract for Design/Build Services



Staff Report

**Business Baseball
Agenda: Venue**

At the October 7, 2025 Town Council Meeting, the Parks and Recreation department was approved to enter contract negotiations with Muter Construction, Inc for design/build services for a baseball venue to serve as the home of a Coastal Plains League Baseball Team as well as other programs and events sponsored by the team and the town. This was after going through the process of a Request for Qualifications, evaluations of the statements of qualifications received, interviews, and selection.

Through the process, Muter Construction, Inc was selected for the design/project. After discussions with Muter Construction, contract parameters were agreed upon. Muter Construction has submitted a design/build contract for the baseball venue with a guaranteed maximum price of \$ 6,000,000. The venue will be designed to stay within the budget provided.

The scope of work includes:

- Installation of field surface (natural grass and/or synthetic), infield skin, pitcher's mound, bullpens, batter/catcher's box, and warning track. Field layout will be in accordance with NCAA rules and regulations.
- Irrigation System: Design and installation by a qualified specialist
- Field Accessories: Installation of bases, pitching rubber, base anchors, and home plate
- Covered spectator seating, including a section for premium seating
- Modern press box with media and broadcasting capabilities
- Locker rooms for home team, visiting teams, and umpires.
- Concession stands and public restrooms
- Merchandise retail space
- Administrative offices and storage facilities
- Sufficient parking for public and staff
- Outdoor gathering spaces and entry plazas

The Parks and Recreation Department is requesting approval to enter into a contract with Muter Construction for the design/build of the baseball venue for the guaranteed maximum price of \$ 6,000,000.

AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 4 day of November in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Smithfield
600 M. Durwood Stephenson Parkway
PO Box 2344
Smithfield, NC 27577
Attn. Gary Johnson

and the Design-Builder:
(Name, legal status, address and other information)

Muter Construction, LLC
111 E. Vance Street
Zebulon, NC 27597
Attn. Greg Driver

for the following Project:
(Name, location and detailed description)

New Baseball Venue
1500 Buffalo Rd.
Smithfield, NC 27577

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

The facility should be designed to accommodate approximately 1,500 spectators and will include, but is not limited to:

- Installation of field surface (natural grass and/or synthetic), infield skin, pitcher's mound, bullpens, batter/catcher's box, and warning track. Field layout will be in accordance to NCAA rules and regulations.
- Irrigation System: Design and installation by a qualified specialist
- Field Accessories: Installation of bases, pitching rubber, base anchors, and home plate
- Covered spectator seating, including a section for premium seating
- Modern press box with media and broadcasting capabilities
- Locker rooms for home and visiting teams
- Concession stands and public restrooms
- Merchandise retail space
- Administrative offices and storage facilities
- Sufficient parking for public and staff
- Outdoor gathering spaces and entry plazas

The Owner's programming shall be altered through material sections and other agreeable design selections/decisions to fit within the advertised allocated budget.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

The Owner's design requirements for the project are set forth in the attached RFQ dated September 5, 2025. Any additional requirements will be made known at the beginning of the initial design phase.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project site consists of a combination of three (3) parcels of property owned by the Town of Smithfield with the road access property of 1500 Buffalo Rd, Smithfield, NC 27577 consisting of 3.44A, a 4.22A parcel of land connected to the existing Smithfield Community Park, and an approximate 1.67A parcel land that is connected to the Smithfield Community Park.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-BUILDER is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$6,000,000.00 – Six Million Dollars and Zero Cents

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Schematic Design – 12/19/2025

Design Development – 02/06/2026

Construction Documents – 03/13/2026

.2 Submission of Design-BUILDER Proposal:

November 4, 2025

3. Substantial Completion date:

October 1, 2026

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

1. Architect

CRA Architects

2. Consultants

Dean Arp Structural Engineering

Withers Ravanel

EDi

.3 Contractors

Carolina Green

RiverWILD

WATCO

Pitt Electric

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Gary Johnson

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

Greg Driver – Project Executive

Ryan Strickland – Preconstruction Lead

Alex Freeman – Project Manager

Perry Whitford – General Superintendent

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[☒] Arbitration pursuant to Section 14.4

[☐] Litigation in a court of competent jurisdiction

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a

Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

Muter Construction will submit monthly pay applications based on milestone design progress of completed schematic design, completed design development, and construction documents. If any design phase is lumped together, Muter Construction will lump progress payments into one monthly pay application. During construction, Muter will submit monthly pay applications based on percent construction complete and for any stored material.

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due within 30 days and payable upon presentation of the Design-Builder’s invoice.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and

- Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings,

calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a

successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and

- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such

portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall

be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information

shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not

conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar

manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the

Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the

Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise

designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to

prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the

Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or

other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the

initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later

proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction

financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)



REQUEST FOR QUALIFICATIONS

TOWN OF SMITHFIELD

BASEBALL VENUE PROJECT

Issue Date: September 5, 2025

Submission Deadline: September 22, 2025, 4:00 PM

Request for Qualifications (RFQ)

Design-Build for Smithfield Baseball Venue

Date of Issue: September 5, 2025

Due Date for Submissions: September 22, 2025, 4:00 PM EST

1.0 Introduction and Notice

Pursuant to N.C. Statute Sec. 143-128.1(A), the Town of Smithfield is soliciting proposals from qualified design-build teams interested in providing professional design and construction services for a New Collegiate Level Baseball Stadium for the Town of Smithfield. This RFQ provides complete information on the services being sought, the submittal requirements, and timeline. The Town of Smithfield is seeking qualifications from experienced and highly-qualified design-build firms or teams for the design and construction of a new, state-of-the-art baseball venue. The new facility will serve as a centerpiece for community sports and entertainment, accommodating Collegiate Summer League teams and other community events. The design-build approach is being utilized to leverage the expertise of a single team to expedite the project schedule and ensure a high-quality, cost-effective result.

2.0 Project Description

The project involves the design and construction of a new baseball stadium located at 1500 Buffalo Rd. within the Town of Smithfield, with other potential sites being considered. The facility should be designed to accommodate approximately 1,500 spectators and will include, but is not limited to:

- Installation of field surface (natural grass and / or synthetic), infield skin, pitcher's mound, bullpens, batter/catcher's box, and warning track. Verification of field layout according to NCAA rules is also required.
- Irrigation System: Design and installation by a qualified specialist.
- Field Accessories: Installation of bases, pitching rubber, base anchors, and home plate.
- Covered spectator seating, including a section for premium seating.
- Modern press box with media and broadcasting capabilities.
- Locker rooms for home and visiting teams.
- Concession stands and public restrooms.
- Merchandise retail space.
- Administrative offices and storage facilities.

- Sufficient parking for the public and staff.
- Outdoor gathering spaces and entry plazas.

The estimated project budget is approximately \$6,000,000.

3.0 Scope of Work

The selected design-build firm will be responsible for all aspects of the project, from initial design through final construction and commissioning. This includes, but is not limited to:

- **Design Services:** All architectural, structural, civil, mechanical, electrical, and plumbing engineering, as well as landscape architecture.
- **Permitting:** Obtaining all necessary permits from local, state, and federal agencies.
- **Construction:** All site preparation, grading, foundation work, utility connections, structural erection, finishes, and final landscaping.
- **Project Management:** Providing a single point of contact and overall management of the project schedule and budget.
- **Commissioning:** Ensuring all systems are fully functional and providing training to Town staff.

4.0 Submission Requirements

Interested firms and teams must submit a Statement of Qualifications (SOQ) that includes the following information. Submissions that do not contain all requested information may be considered non-responsive.

1. **Letter of Interest:** A cover letter expressing interest in the project and providing a primary point of contact.
2. **Firm Information:** A detailed profile of the lead design-build firm and all major sub-consultants.
3. **Project Team:** A list of key personnel, including their resumes, roles, and experience on similar projects.
4. **Relevant Experience:** A list of similar projects completed in the last five (5) years, including:
 - Project name and location.
 - Brief project description and scope.
 - Total project cost and schedule.
 - Client references with contact information.

5. **Financial Capability:** Unlimited Contractor's License; Evidence of the firm's financial stability, such as recent financial statements or a bank letter of credit.

5.0 Evaluation Criteria

The Town of Smithfield will evaluate the submitted SOQs based on the following criteria:

- Experience and qualifications of the design-build team on similar projects (40%)
- Key personnel's relevant experience and expertise (20%)
- Demonstrated understanding of the design-build process (15%)
- Proposed project approach and schedule (15%)
- Responsiveness to RFQ (10%)

6.0 Project Schedule (Tentative)

- **RFQ Issued:** September 5, 2025
- **Deadline for Questions:** September 15, 2025
- **Submissions Due:** September 22, 2025
- **Shortlist Announced:** September 26, 2025
- **Interviews/Proposals:** September 29 – October 3, 2025
- **Final Selection & Contract Award:** October 7, 2025

7.0 Historically Underutilized Business (HUB) Participation

The Town of Smithfield encourages and promotes the use of Historically Underutilized Businesses (HUB) in all aspects of this Design-Build Project in accordance with North Carolina General Statutes and the State of North Carolina HUB Office guidelines. Respondents are strongly encouraged to make a good faith effort to solicit participation from HUB firms and to document those efforts in their submittals.

Pursuant to N.C.G.S. Sec. 143-128.2 and Sec. 143-131, and consistent with the Town's commitment to fostering equitable economic opportunities, all prospective firms must:

1. **Actively seek HUB participation** through outreach to certified HUB contractors, subcontractors, and suppliers.
2. **Identify proposed HUB subcontractors** and the scope of work they will perform, where applicable.

The Town may require the selected design-build team to provide ongoing HUB participation reporting throughout the duration of the project. Failure to demonstrate good faith efforts to comply with HUB participation requirements may result in disqualification from consideration.

8.0 Contact Information

All questions and communications regarding this RFQ should be submitted in writing to:

Leah Moore, Administrative Specialist, Town of Smithfield [leah.moore@smithfield-nc.com]

9.0 Submission Information

Deadline for submission is: September 22, 2025, 4:00 PM EST

Five (5) Copies and one (1) USB drive should be submitted. Electronic Submissions will not be accepted.

Submission envelopes or packaging should be labeled "Smithfield Baseball Venue Project" and addressed:

Town of Smithfield

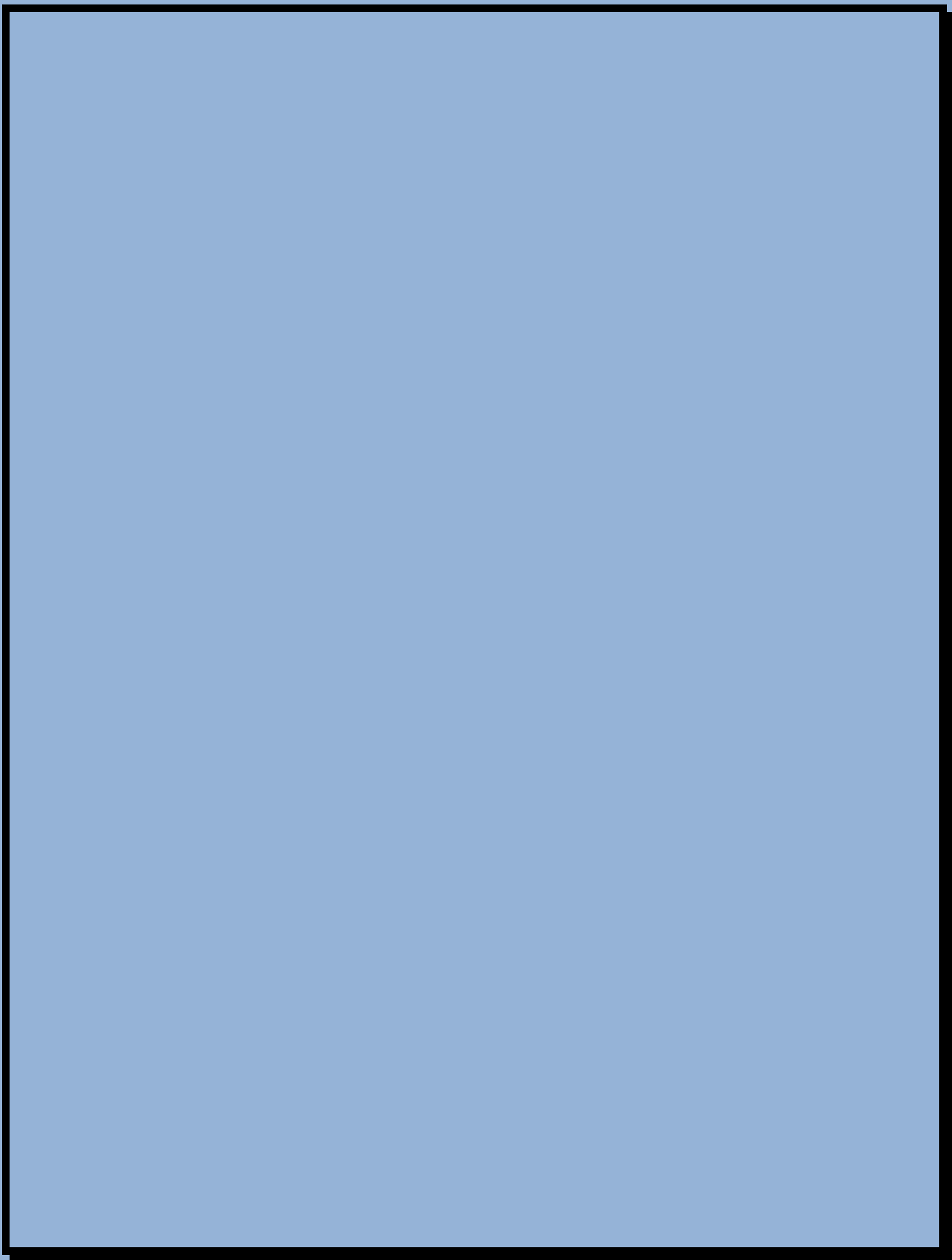
Attn: Gary Johnson

PO Box 2344

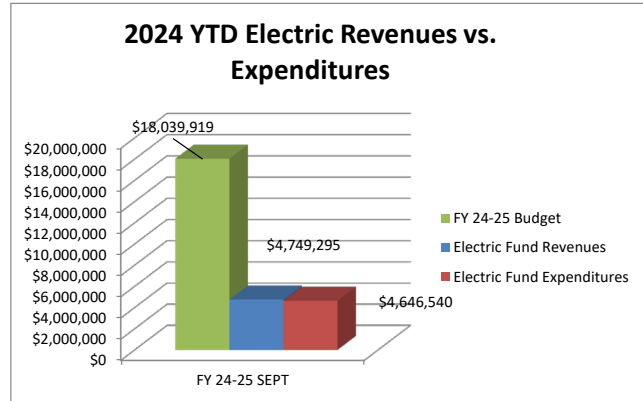
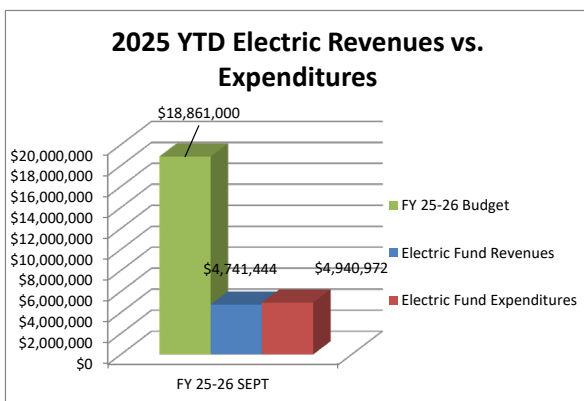
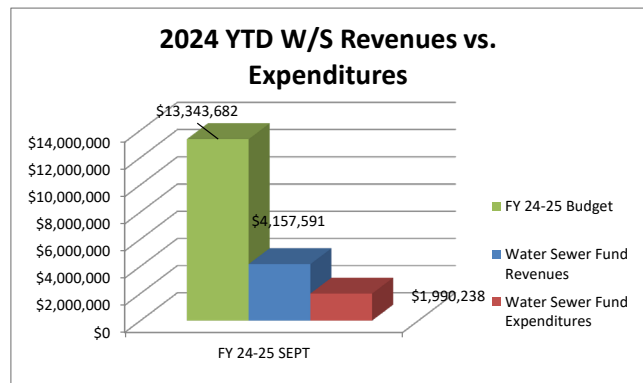
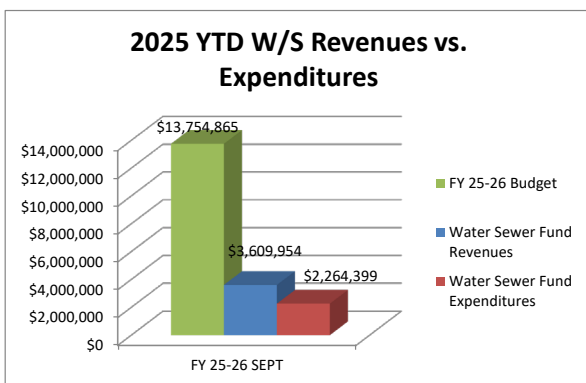
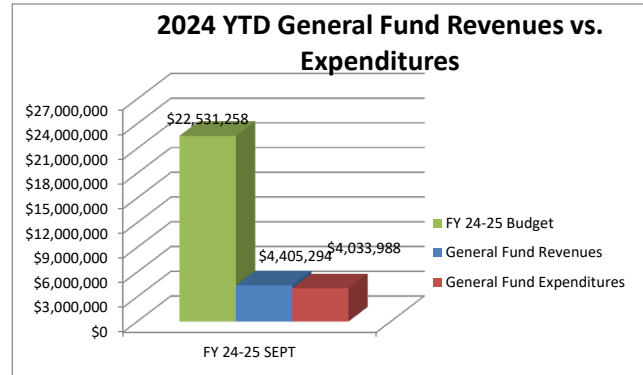
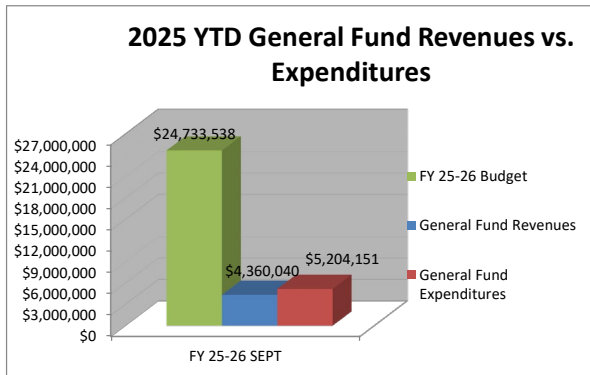
600 M. Durwood Stephenson Pkwy.

Smithfield, NC 27577

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
September 30, 2025
Gauge: 3/12 or 25 Percent

25.00%

GENERAL FUND				
	Actual to Date FY '24-25	Budget FY '25-26	Actual to Date FY '25-26	YTD % Collected
Revenues				
Ad Valorem Taxes	\$ 1,725,356	\$ 10,603,600	\$ 1,748,851	16.49%
Other Taxes and Licenses	93,214	79,000	56,039	70.94%
Unrestricted Intergovernmental	1,363,759	5,221,400	1,498,838	28.71%
Restricted Intergovernmental	234,624	561,900	218,865	38.95%
Permits and Fees	718,502	2,775,800	686,111	24.72%
Investment Earnings	118,475	500,000	114,818	22.96%
Miscellaneous	83,257	911,867	36,518	4.00%
Transfer From Other Funds	-	755,000	-	0.00%
Sale of Fixed Assets	49,643	35,000	-	0.00%
Loan Proceeds	-	420,000	-	0.00%
Insurance Recovery	18,464	-	-	0.00%
Fund Balance Appropriated	-	2,869,971	-	0.00%
Total	\$ 4,405,294	\$ 24,733,538	\$ 4,360,040	17.63%

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
September 30, 2025
Gauge: 3/12 or 25 Percent

	Actual to Date		Budget		Actual to Date		25.00% YTD %	
	FY '24-25	\$	FY '25-26	\$	FY '25-26	\$	Spent	
Expenditures								
General Gov.-Governing Body	130,076	\$	915,110	\$	133,377		14.57%	
Non Departmental	354,455		1,581,757		531,366		33.59%	
Debt Service	201,870		377,009		23,415		6.21%	
Finance	32,559		172,480		33,342		19.33%	
IT	38,431		188,190		41,824		22.22%	
Planning	86,203		512,043		115,849		22.62%	
Police	1,232,650		6,341,980		1,660,154		26.18%	
Fire	649,082		4,136,891		847,864		20.50%	
General Services/Public Works	239,252		1,107,610		354,864		32.04%	
Streets	95,904		2,755,315		159,811		5.80%	
Motor Pool/Garage	58,362		183,460		54,637		29.78%	
Powell Bill	18		440,900		-		0.00%	
Sanitation	338,350		2,294,460		439,278		19.15%	
Stormwater	28,766		525,600		39,691		7.55%	
Parks and Rec	273,198		1,446,372		323,498		22.37%	
SRAC	263,212		1,309,883		427,619		32.65%	
Sarah Yard Center	11,600		68,810		17,562		25.52%	
Contingency	-		375,668		-		0.00%	
Total	4,033,988	\$	24,733,538	\$	5,204,151		21.04%	

YTD Fund Balance Increase (Decrease)

371,306 (844,111)

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
September 30, 2025
Gauge: 3/12 or 25 Percent

25.00%

WATER AND SEWER FUND

Revenues	Actual to Date FY '24-25	Budget FY '25-26	Actual to Date FY '25-26	YTD % Collected
Water Sales	\$ 1,734,390	\$ 6,550,000	\$ 1,389,929	21.22%
Sewer Sales	1,374,738	5,945,090	1,446,464	24.33%
Connection and Tap Fees	25,703	95,000	24,060	25.33%
Miscellaneous	482,788	639,000	706,495	110.56%
Interest Earnings	82,076	225,775	42,788	18.95%
Sale of Fixed Assets	-	-	218	1.00%
Transfer from Booker Dairy Rd Fund	457,896	-	-	0.00%
Insurance Recovery	-	-	-	0.00%
Fund Balance Appropriated	-	443,625	-	0.00%
Total	\$ 4,157,591	\$ 13,898,490	\$ 3,609,954	25.97%

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Expenditures	Actual to Date FY '24-25	Budget FY '25-26	Actual to Date FY '25-26	YTD % Spent
Water Plant (Less Transfers)	\$ 486,994	\$ 2,834,039	\$ 597,912	21.10%
Water Distribution/Sewer Coll (Less Transfers)	1,356,494	6,131,386	1,575,445	25.69%
Transfer to W/S Capital Project Fund	-	2,245,000	-	0.00%
Transfer to W/S Capital Reserve Fund	-	800,000	-	0.00%
Capital Outlay	63,693	571,122	7,985	1.40%
Debt Service	83,057	1,060,247	83,057	7.83%
Contingency	-	256,696	-	0.00%
Total	\$ 1,990,238	\$ 13,898,490	\$ 2,264,399	16.29%

YTD Fund Balance Increase (Decrease)

2,167,353

-

1,345,555

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
September 30, 2025
Gauge: 3/12 or 25 Percent

25.00%

ELECTRIC FUND

Revenues	Actual to Date FY '24-25	Budget FY '25-26	Actual to Date FY '25-26	YTD % Collected
Electric Sales	\$ 4,591,045	\$ 18,320,000	\$ 4,608,596	25.16%
Connection Fees	23,425	86,000	22,400	26.05%
Miscellaneous	34,050	115,000	37,626	32.72%
Penalties	17,169	90,000	24,049	26.72%
Investment earnings	76,715	250,000	48,773	19.51%
Sale of Fixed Assets	-	-	-	0.00%
Insurance Recovery	6,891	-	-	0.00%
Fund Balance Appropriated	-	317,399	-	0.00%
Total	\$ 4,749,295	\$ 19,178,399	\$ 4,741,444	24.72%

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Expenditures	Actual to Date FY '24-25	Budget FY '25-26	Actual to Date FY '25-26	YTD % Spent
Administration/Operations	\$ 816,269	\$ 3,880,813	\$ 1,193,278	30.75%
Purchased Power - Non Demand	1,459,094	13,100,000	3,405,109	25.99%
Purchased Power - Demand	1,739,548	-	-	0.00%
Purchased Power - Debt	289,044	-	-	0.00%
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	-	600,000	-	0.00%
Transfers to Electric Capital Project Fund	-	1,150,000	-	0.00%
Transfers to Electric Capital Reserve Fund	-	-	-	0.00%
Transfers to General Fund	-	-	-	0.00%
Total	\$ 4,646,540	\$ 19,178,399	\$ 4,940,972	25.76%

YTD Fund Balance Increase (Decrease)

102,755 - (199,528)

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
September 30, 2025
Gauge: 3/12 or 25 Percent

25.00%

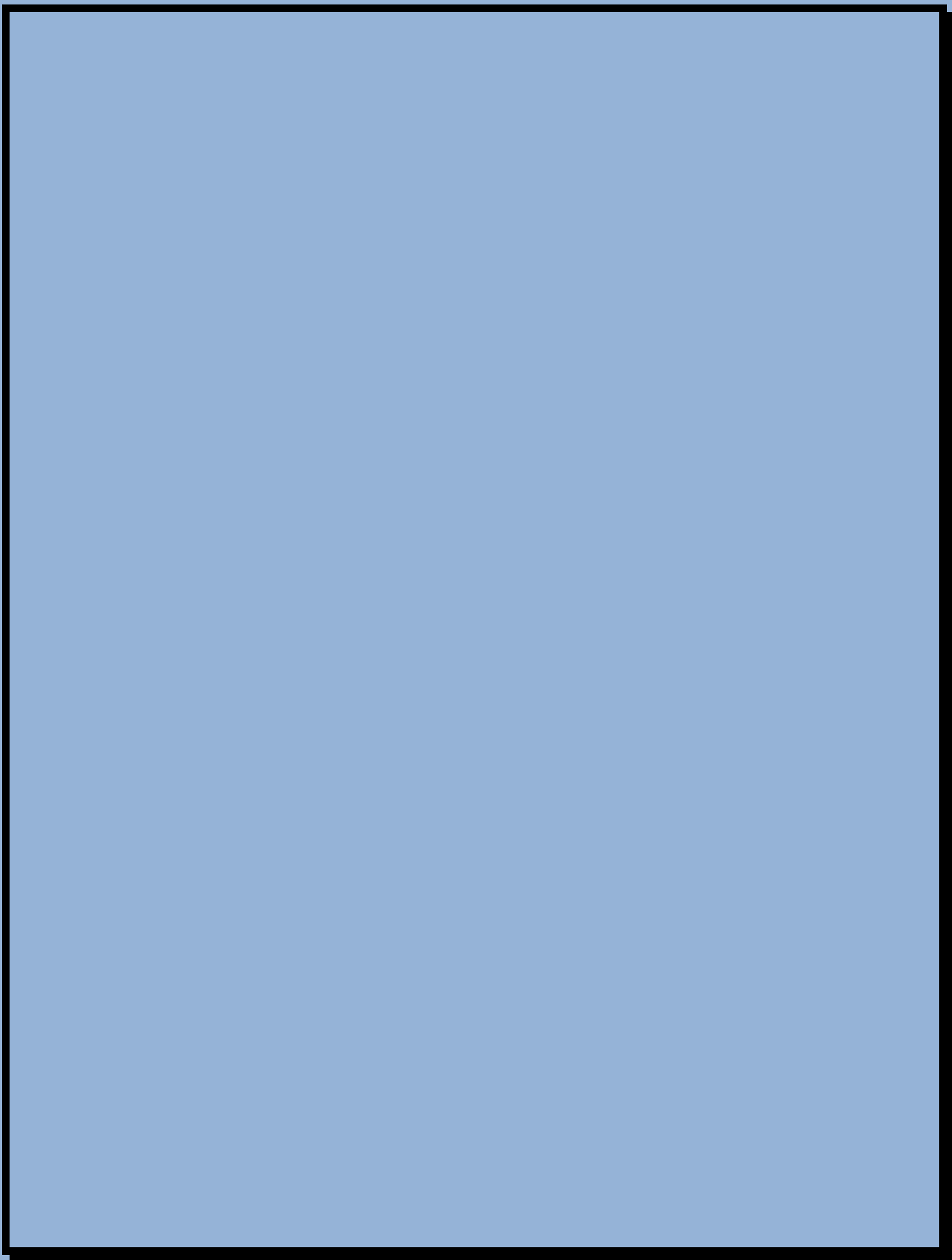
CASH AND INVESTMENTS FOR SEPTEMBER 2025			
General Fund (Includes P. Bill and ARPA)	21,603,910		
Water and Sewer Fund	16,655,164		
Electric Fund	13,534,210		
NCOBM Fund (21)	490,203		
JB George Endowment (40)	144,346		
Water Plant Expansion (43)	954,817		
Capital Project Fund: Wtr/Sewer (45)	552,200		
Capital Project Fund: General (46)	(72,079)		
Capital Project Fund: Electric (47)	(34,484)		
FEMA Acquisitions and Elevations (48)	550		
Firemen Relief Fund (50)	106,494		
Fire District Fund (51)	202,572		
Water and Sewer Capital Reserve Fund (70)	1,369,968		
Electric Fund Capital Reserve Fund (71)	200,000	1st CITIZENS	37,995,610 1.75% / 4.29%
General Capital Reserve Fund (72)	672,807	NCCMT	5,636,321 5.000%
Total	56,380,678	KS BANK	2,447,036 3.00%
		TRUIST	10,301,711 3.25%
		\$	56,380,678

Account Balances Confirmed By Finance Director on

11/10/2025

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Department Reports



FINANCE DEPARTMENTAL REPORT FOR OCTOBER 2025

ACCOMPLISHMENTS

- Accounts Receivable related policies written for board approval
- Assisted with the implementation of the new employee benefit management team
- Refunded numerous utility accounts with credit balances or applied credit balances to new accounts for old utility accounts; cleaned up the inactive revenue codes on utility accounts
- Saved \$3,600 in professional fees (Finance Department), approximately \$2,000 in bank service charges (General, Water Sewer, Electric Fund), and \$1,300 in telephone charges
- Implemented invoice and pre audit approval process for accounts payable
- Updated all grant and capital project ordinances to comply with ordinance and resolution statutory requirements
- Drafted the revised employee handbook for manager, human resource director, and council approval
- Assisted with the phone and internet implementation projects
- Set up capital reserve funds for general statute compliance
- Wrote financial statements and made substantial corrections to the accounting records
- Corrected pre-tax and post-tax payroll deductions for affected full time employees
- Improved service order process between customer service representatives and utility technician via e-mailing service orders
- Converted Planning Board and Board of Adjustments to Payroll to comply with IRS regulations
- Wrote required ARPA Policies approved by the board
- Implemented purchase card program for each department

WORK IN PROGRESS

- In process of updating the Customer Service Policy Manual (approval delayed for new regulations) and creating a Red Flag Policy for utility billing customer information
- In process of implementing a monthly closing schedule for all finance functions for timely reporting
- In process of setting up general ledger account reconciliations and delegating those tasks to finance and customer service staff
- In process of updating internal control policies and procedures in relation to finance and customer service
- In process of comprehensive inventory of fixed assets for all departments
- In process of comprehensive inventory of IT hardware and software town wide
- In process of working with Town Clerk, Town Manager, and Public Utility Director to properly account for capital project funds
- In process of working to implement online payments with PIO for various departments including planning and fire inspection fees
- In process of implementing a training plan for each employee in finance and customer service departments

FINANCE DEPARTMENTAL REPORT FOR OCTOBER 2025 (CONTINUED)
WORK IN PROGRESS (CONTINUED)

- In process of changing the deposit procedures to save additional bank charges and increase the average daily balance to increase interest income
- In process of cleaning up the accounts receivable register and security deposit register

GOALS

- Update all policies and procedures related to finance and customer service in the near term for council approval
- Work with various departments to obtain a document management system so all departments can access documents for various town projects



Planning Department Development Report

Preliminary Subdivisions

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review Date	TC Hearing Date	Approval Date	Note
S-25-06	West Smithfield Business Park	15078011G/ 15077033C	SST Properties	10/21/2025	11/6/2025			
S-25-05	Waddell Drive TH	15005031, 15005029 and part	Spectrum Realty, LLC and Sun Auto Wash, LLC	10/17/2025	11/6/2025	12/16/2025		
S-25-04	Village on the Neuse	14075011A, 14001001	HomeVestors - Eric Villeneuve	4/8/2025	5/1/2025	7/15/2025	7/16/2025	
S-25-03	Heritage Townes at Waddell	15005023, 15005022	Shovel Ready Johnston, Inc	3/5/2025	4/3/2025	5/20/2025	5/20/2025	Approved but waiting on payment of fees
S-25-02	Powell Tract Subdivision	15108014I / 1510801	Crantock Land	1/7/2025	3/6/2025	5/20/2025	5/20/2025	
S-25-01	Buffalo Ridge	140001021 14057011X /	Smithfield Land Group	1/3/2025	2/6/2025	3/18/2025	3/18/2025	
S-24-08	Local 70 Residential Developmen	14057011Y	Smithfield Growth LLC	11/21/2024	12/5/2024	1/21/2024	2/5/2025	5/20/2025
S-24-07	Buffalo Road (Skybrook) Subdivision	14A033005 14057011Y,	Vesta Enterprises, Inc.	11/18/2024	12/5/2024	1/21/2024	2/5/2025	Second CD submittal under review
S-24-06	Local 70 (Interim) plat	14057011X	Smithfield Growth LLC	10/4/2024	11/14/2024	12/17/2024	12/17/2024	N/A
S-24-05	Powell Tract Subdivision	15108014 15049017/	Crantock Land	8/25/2024	10/3/2024	12/3/2024	denied	denied by Council
S-24-03	Wellons Woods	15049010	BRL Engineering	4/8/2024				Withdrawn CDs not approved
S-24-02	Hillcrest-Poplar-Riverdale	15083049B	BRL Engineering	3/7/2024	4/4/2024	4/16/2024	4/16/2024	
S-24-01	Jubilee Creek	167300-68-6746	CMH Homes Inc/McIntyre & Assoc	12/17/2023	3/7/2024	3/19/2024	5/7/2024	11/7/2024

Final Plats

Case ID	Project Name	Owner/Applicant	Submittal Date	Approval Date	Note
S-22-02	Finley Landing Phase 4	CE Group	5/6/2025		
S-18-02	Kamden Ranch Phase 2B	Laura and Scott Lee	5/6/2025	6/13/2025	
S-22-02	Finley Landing Phase 3	CE Group		1/31/2025	
S-22-02	Finley Landing Phase 2	CE Group		12/19/2024	
S-24-06	Local 70 Interim Plat	Smithfield Growth LLC		12/19/2024	

Conditional Zonings

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing	Decision	Notes
CZ-25-05	Bellamy	17K08039A/17K08032	Twin States Farming	8/1/2025	9/4/2025	10/7/2025	denied	
CZ-25-04	Local 70 PUD Map Amendment	14057011Y	Carolina Commercial	45833	45876	8/19/2025	Approved	
		15K11019D, 15K11019F, 15L11043, 15K11017, 15K11047C, 15K11047F, 15K11047, 15L11042B	Contender	6/6/2025	7/10/2025	8/5/25	Approved	7/15/25 &
CZ-25-03	Mallard Crossing							
CZ-25-02	Johnston Hotel (MF)	15025021 and 15025020	Noviomagus LLC	2/27/2025	4/3/2025	4/15/2025	Approved	
CZ-25-01	Finley Landing Phase 5	15077035H	FL Smithfield LLC	2/25/2025	3/6/2025	3/18/2025	Approved	
CZ-24-08	Village on the Neuse	14001001/14075011A	Village on the Neuse LLC	10/9/2024	11/14/2024	12/3/2024	Approved	
CZ-24-07	Waddell Drive TH	15005031, 15005029, 15005031a	Spectrum Realty, LLC	10/8/2024	11/14/2024	12/17/2024	Approved	
CZ-24-06	Finley Landing Alt Plan	15077035H	FL Smithfield LLC	9/13/2024	10/3/2024	10/15/2024	denied	
CZ-24-05	Buffalo Ridge	140001021	Smithfield Land Group	8/6/2024	9/5/2024	9/17/2025	Approved	
CZ-24-04	Massey Street Subd.	15026054: 1502605	Clay P'igions Properties	7/3/2024	8/1/2024	8/20/2024	Approved	
CZ-24-03	Buffalo Ridge	140001021	Smithfield Land Group	5/3/2024	6/6/2024	6/18/2024	Denied	
CZ-24-02	Local 70 PUD	14057011Y,14505						
CZ-24-01	Carmax	7011X, 14057011Y	Smithfield Growth llc	3/11/2024	4/4/2024	5/21/2024	Approved	
		15L110061	Centerpoint/CE Group	2/2/2024	3/7/2024	3/19/2024	Approved	
Special Use Permits								
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing	Decision	Notes
SUP-25-01	Adrenaline Designs Tatou Est	14074002/140740	David Seigler/Adrenaline Designs	10/27/2025	12/4/2025	1/20/2025		
SUP-24-05	Stadler Station	15074012E	Brown Investment Proprties	8/13/2024	10/3/2024	11/19/2024	Approved	
SUP-24-04	Heritage Townes at NC210	15079012A	Shovel Ready Johnston, Inc	8/6/2024				Project withdrawn
SUP-24-03	Country Club Townhomes	15J11023	Crantock Land, LLC	8/12/2024	9/5/2024	11/19/2024	Denied	
SUP-24-02	Heritage Townes at Waddell	15005023, 15005022	Shovel Ready Johnston, Inc	7/5/2024	10/3/2024	12/17/2024	Approved	
SUP-24-01	Hartley Drive Townhomes	15089019A/15K09						
		010A/15K09010P	Terra Eden	7/1/2024	8/1/2024	8/20/2024	Approved	
Rezoning								
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing	Decision	Notes
RZ-25-04	Johnson-US 70 Business	15078019C	Kim and Chris Johnson	9/30/2025	11/6/2025	12/16/2025		

SP-25-01	377 West Market Office Bldg	15080053	Lee and Hudgins	8/21/2025	9/29/2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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BA-25-05	Carolina Premium Outlets Sign Variance	15074012L	Simon Property Group DBA Carolina Premium Outlets LLC	10/1/2025	10/30/2025	Approved	
BA-25-04	Chicken Salad Chick Sign Variance	15005033	Heather Damon	6/3/2025	7/31/2025	Approved	
BA-25-03	Perry Harris South Second Street 57 Strickland Road ADU size	15029033	Perry Harris	5/7/2025	6/12/2025	Approved	
BA-25-02	Variance	17107024E	Marilyn Mozingo	4/1/2025	4/24/2025	Approved	
BA-25-01	Lynda Carroll Pool Variance	15J11023P	michael and Linda Carroll	2/28/2025	3/27/2025	Approved	
BA-24-09	Curated Collections Sign Variance	15L11008T	Curated Collections of NC LLC	12/3/2024	1/30/2025	Approved	
BA-24-08	Johnston Animal Hospital - Sign height variance	15005056	Jodee Langdon	11/21/2024		Withdrawn	
BA-24-07	Equipment Share					Withdrawn	
BA-24-06	Brightleaf Plaza Signs-setback variance	15005041	Jim Perricone	8/2/2024	8/29/2024	approved	
BA-24-05	Reginald Barnes - street frontage variance	15063037	Reginald Barnes	7/24/2024	8/29/2024	approved	
BA-24-04	Market Street Plaza - 8' Streetyard Variance	15K10023	Adams and Hodge Engineering, PC	7/10/2024	8/29/2024	Approved	
BA-24-03	Holly's Open Air Market - 35' front setback variance	15041023	Professional Permits	1/18/2024	4/25/2024	Approved	Incomplete
BA-24-02	Packing Plan Road 937 N Brightleaf- 8' side yard		Comfort Shield HVAC of NC	2/14/2024	3/28/2024	Approved	
BA-24-01	variance	15007001					
UDO Text Amendments							
Case ID	Project Name	Applicant	Submittal Date	PB Review Date	TC Hearing	Decision	Notes
ZA-25-05	Board membership and PB recommendation	Town and DSDC	9/18/2025	12/6/2025			
ZA-25-04	Private Clubs in B-1 with SS	Town and DSDC	7/17/2025	8/7/2025			
ZA-25-03	DT Overlay	Town and DSDC	7/17/2025	8/7/2025			
ZA-25-02	B-3 height from 40'-50'	Brown Property	6/3/2025	7/10/2025	7/15/2025	Approved	on hold PB reviewed
ZA-25-01	Tattoo Establishments	Staff	10/18/2024	2/5/2025			on hold
ZA-24-03	Misc. MF Amendments	Staff	10/7/2024	11/14/2024-1/2/25	1/21/2025		
ZA-24-02	MF in B-3	Staff	7/1/2024	8/1/2024	8/13/2024	Approved	
ZA-24-01	Driveways	Staff	5/2/2024	6/6/2024	6/18/2024	Approved	
ZA-23-06	Articles 2, 10, Append A	Staff	4/26/2023	5/4/2023	11/12/2024	Approved	
ZA-23-09	Watershed Boundary Update	Staff	12/20/2023	12/7/2023	1/4/2024	Approved	

Town of Smithfield Development Tracking Report

Map Location (TAG)	Development Name in ETJ	Development Name in Town of Smithfield	Lots/Units Built (Final Platted)	Single or 2- Family Lots Approved (in town)	Single or 2- Family Lots Approved (ETJ)	Townhouse Lots Approved (in town)	Townhouse Lots Approved (ETJ)	Multi-family Units Approved (in Town)	Multi-family Units Approved (ETJ)	Total Town Lots/Units Approved	Total ETJ Lots/Units Approved	Projected ^{Town} Residents (# Unitsx 2.5)	Est. Construction Begin Year	Est. Build-out Year	Comments & Supplemental Information 2021-2022
15078012,15077035C, 15077035H,15079014, 15078012B		Floyds Landing	156.00	108		361				469		1173	2023	2029	under construction
15026060, 15026057,15026056,15026058,15 026058A,15026058B		Spring Branch Commons Ph 1	10	10						10		25	2022	2023	under construction
15077008		Marin Woods	141	49		94				143		358	2023	2025	Under construction
15084001		Whitley Townes		0		68				68		170	2023	2024	under construction
15L11006		Britt Street Triplexes	6	0		6				6		15	2022	2023	under construction
15026056, 15026057, 15026058, 15026058A, and 13026058B		Spring Branch Commons Phase 2		6						6		15	2022	2023	construction plans approved, project on hold
15077009		Harvest Run (Youngblood Property)		96		69				165		413	2024	2027	preliminary plat and construction plans approved - project on hold Vested Rights extended until June 14 2026.
15J11008M	Twin Oaks Subdivision, Section III, Phase VI				20					0	20		2024	2024	Preliminary Plat approved for 20 two-family lots, construction plans approved - under construction
15I09011B		Elk Creek Phase 1 and Phase 2	93	93						93		233	2022	2025	under construction
15I08020	Kamdon Ranch		53		110					0	110		2020	2027	Phase 1 & 2 final platted
14075013		East River	293	162		131				293		733	2019	2024	All phases final platted and under construction - nearly built out.
15083049E		Franklin Townhomes	134			134				134		335	2022	2025	All phases under construction
15K11019D, 15K11019F, 15L11043, 15K11017, 15K11047C, 15K11047F, 15K11047, 15L11042B		Mallard Crossing (formerly Woodleaf)		454		873		0		1327		3318			Conditional Zoning amendment approved with lower density- no apartments
14A03005		Buffalo Road Subdivision (Skybrooke)		175						175		438	2026		Preliminary Plat approved, CDs under review
140001021		Buffalo Ridge Subdivision		210						210		525	2026		preliminary plat approved
14057011X, 14057011Y and 14057011Z		Local 70 Residential		209		94		324		627		1568	2025	2028	preliminary plat approved and under construction
169406-48-0447		Hillcrest/Poplar/Rivdale		10						10		25	2025		Preliminary plat approved (infill development) - construction plans approved
167300-68-6881	Jubilee Creek		7		7	16				0	7	0	2024	2025	Single family homes by W Smithfield Elementary
15005023, 15005022A		Waddell Drive Townhomes	16							0		0			preliminary plat approved/CDs approved
15K09010A/15K09010P/15089019 A		Heritage Townres at Waddell					17			0		0			SUP for 97 townhomes
14001001 and 14075011A		Hartley Drive Townhomes					97					293			preliminary plat approved
15023055/15026054		Village on the Neuse	3	117						117		8			
		Messey Street Subdivision	3	3						3		420			
15076012A	Powell Tract	Stadler Station		20				168		168		50			preliminary plat approved

912	1722	137	1846	114	492	0	=SUM(M3:M31)	4044	10110
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Total	Percent SF vs MF Total (in-town)	43%	58%
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Town of Smithfield
 Planning Department
 350 E. Market St, Smithfield, NC
 P.O. Box 761, Smithfield, NC
 Phone: 919-934-2116
 Fax 919-934-1134

Permit Summary Report for September 2025

Permit Type	# Issued	Permit Fees
Site Plan Application		
Site Plan Application	1	25
Total Site Plan Application	1	25
Zoning:		
Sign	2	100
Single Family & Two Family Zoning	8	200
Commercial & Multi-Family Zoning	5	500
Land Use	2	200
Total Zoning	17	1000
Zoning Permit Application:		
Alteration/Repair	3	225
Land Use	4	325
New Construction	9	225
Food Truck	1	100
Ground Sign	1	50
Wall Sign	1	50
Total Zoning Permit Application	19	975
Report Period Total:	37	\$2,000.00
Fiscal YTD Total:	142	\$8,550.00

Individual Permit Breakdown for September 1st – September 30th 2025

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Site Plan Application	Site Plan Application	SIT25-000001	1644 Barbour Road	09/26/2025	25
Site Plan Application Total	Site Plan Application Total			1	25

Zoning	Commercial & Multi-Family Zoning	Z25-000361	59 Galilee Road	09/03/2025	100
Zoning	Commercial & Multi-Family Zoning	Z25-000369	1517 South Brightleaf Boulevard	09/10/2025	100
Zoning	Commercial & Multi-Family Zoning	Z25-000364	100 Pitchi Street	09/04/2025	100
Zoning	Commercial & Multi-Family Zoning	Z25-000363	825 Brogden Road	09/04/2025	100
Zoning	Commercial & Multi-Family Zoning	Z25-000367	1209 West Market Street	09/08/2025	100
Zoning Total	Commercial & Multi-Family Zoning Total			5	500
Zoning	Land Use	Z25-000376	1709 South Brightleaf Boulevard	09/11/2025	100
Zoning	Land Use	Z25-000375	175 South Equity Drive	09/10/2025	100
Zoning Total	Land Use Total			2	200
Zoning	Sign	Z25-000366	603 South Brightleaf Boulevard	09/08/2025	50
Zoning	Sign	Z25-000368	905 Second Avenue	09/09/2025	50
Zoning Total	Sign Total			2	100
Zoning	Single Family & Two Family Zoning	Z25-000362	111 Hill Street	09/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000373	771 Olive Branch Road	09/10/2025	25

Zoning	Single Family & Two Family Zoning	Z25-000371	764 Olive Branch Drive	09/10/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000372	786 Olive Branch Drive	09/10/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000360	154 North Finley Landing Parkway	09/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000365	109 McCoy Drive	09/05/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000374	12 Camelia Drive	09/10/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000370	746 Olive Branch Drive	09/10/2025	25
Zoning Total	Single Family & Two Family Zoning Total			8	200
Zoning Total				17	1000
Zoning Permit Application	Alteration/Repair	SZD25-000025	1209 H2 West Market Street	09/30/2025	100
Zoning Permit Application	Alteration/Repair	SZD25-000009	12 Bradford Street	09/15/2025	25
Zoning Permit Application	Alteration/Repair	SZD25-000023	281 East Market Street	09/29/2025	100
Zoning Permit Application Total	Alteration/Repair Total			3	225
Zoning Permit Application	Food Truck	SZD25-000022	1541 West Market Street	09/25/2025	100

Zoning Permit Application Total	Food Truck Total			1	100
Zoning Permit Application	Ground Sign	SZD25-000016	1273 North Brightleaf Boulevard	09/24/2025	50
Zoning Permit Application Total	Ground Sign Total			1	50
Zoning Permit Application	Land Use	SZD25-000024	1519 West Market Street	09/29/2025	100
Zoning Permit Application	Land Use	SZD25-000013	1197 Packing Plant Road	09/19/2025	25
Zoning Permit Application	Land Use	SZD25-000014	388-B Venture Drive	09/19/2025	100
Zoning Permit Application	Land Use	SZD25-000019	136 South Third Street	09/24/2025	100
Zoning Permit Application Total	Land Use Total			4	325
Zoning Permit Application	New Construction	SZD25-000018	52 White Oak Drive	09/24/2025	25
Zoning Permit Application	New Construction	SZD25-000026	755 Olive Branch Drive	09/30/2025	25
Zoning Permit Application	New Construction	SZD25-000020	180 Cordgrass Court	09/24/2025	25
Zoning Permit Application	New Construction	SZD25-000017	257 Galilee Branch Drive	09/24/2025	25
Zoning Permit Application	New Construction	SZD25-000029	221 New Twin Branch Court	09/30/2025	25
Zoning Permit Application	New Construction	SZD25-000021	216 Cordgrass Court	09/25/2025	25

Zoning Permit Application	New Construction	SZD25-000028	233 New Twin Branch Court	09/30/2025	25
Zoning Permit Application	New Construction	SZD25-000027	257 New Twin Branch Court	09/30/2025	25
Zoning Permit Application	New Construction	SZD25-000030	191 New Twin Branch Court	09/30/2025	25
Zoning Permit Application Total	New Construction Total			9	225
Zoning Permit Application	Wall Sign	SZD25-000011	312 East Market Street	09/16/2025	50
Zoning Permit Application Total	Wall Sign Total			1	50
Zoning Permit Application Total				19	975
All Permits Total				37	2000



SMITHFIELD POLICE DEPARTMENT

110 S. Fifth Street • Smithfield, NC 27577

Phone: (919) 934-2121 • Fax: (919) 934-0223

MONTHLY STATISTICS

MONTH ENDING MONTH OCTOBER 31st, 2025

	MONTHLY TOTAL	YEAR TO DATE TOTAL
CALLS FOR SERVICE	2,057	18,843
INCIDENT REPORTS TAKEN	147	1,455
BURGLARY	0	36
CASES CLOSED	122	1,146
ACCIDENT REPORTS	93	891
ARREST REPORTS TAKEN	102	992
DRUGS	30	233
DWI	4	70
CITATIONS ISSUED	332	2,864
PARKING/PAID	15/5	302/84
SPEEDING	67	420
NOL/DWLR	134	969
FICT/CNCL/REV REG CARD/TAG	49	497

Smithfield, North Carolina • The Heart of Johnston County Since 1777

REPORTED UCR OFFENSES FOR THE MONTH OF OCTOBER 2025

PART I CRIMES	October 2024	October 2025	+/-	Percent Changed	Year-To-Date		Percent	
					2024	2025	+/-	Changed
MURDER	0	0	0	N.C.	1	1	0	0%
RAPE	0	0	0	N.C.	1	4	3	300%
ROBBERY	2	1	-1	-50%	7	5	-2	-29%
Commercial	2	0	-2	-100%	4	0	-4	-100%
Individual	0	1	1	N.C.	3	5	2	67%
ASSAULT	7	1	-6	-86%	47	26	-21	-45%
* VIOLENT *	9	2	-7	-78%	56	36	-20	-36%
BURGLARY	5	0	-5	-100%	35	35	0	0%
Residential	1	0	-1	-100%	18	22	4	22%
Non-Resident.	4	0	-4	-100%	17	13	-4	-24%
LARCENY	32	36	4	13%	300	381	81	27%
AUTO THEFT	5	2	-3	-60%	24	18	-6	-25%
ARSON	0	0	0	N.C.	1	0	-1	-100%
* PROPERTY *	42	38	-4	-10%	360	434	74	21%
PART I TOTAL:	51	40	-11	-22%	416	470	54	13%
PART II CRIMES								
Drug	10	38	28	280%	174	282	108	62%
Assault Simple	11	15	4	36%	102	136	34	33%
Forgery/Counterfeit	0	4	4	N.C.	14	20	6	43%
Fraud	9	6	-3	-33%	61	68	7	11%
Embezzlement	3	0	-3	-100%	11	7	-4	-36%
Stolen Property	0	2	2	N.C.	8	20	12	150%
Vandalism	3	5	2	67%	58	56	-2	-3%
Weapons	0	3	3	N.C.	10	20	10	100%
Prostitution	0	0	0	N.C.	0	1	1	N.C.
All Other Sex Offens	0	0	0	N.C.	4	2	-2	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	2	3	1	50%	6	13	7	117%
D. W. I.	5	4	-1	-20%	52	73	21	40%
Liquor Law Violation	0	0	0	N.C.	4	3	-1	-25%
Disorderly Conduct	3	1	-2	-67%	7	10	3	43%
Obscenity	0	0	0	N.C.	1	0	-1	-100%
Kidnap	0	0	0	N.C.	1	2	1	100%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	24	26	2	8%	223	291	68	30%
PART II TOTAL:	70	107	37	53%	736	1004	268	36%
GRAND TOTAL:	121	147	26	21%	1152	1474	322	28%

N.C. = Not Calculable



Town of Smithfield
Fire Department
 September 2025

I. Statistical Section

	Sep.	YTD
Confirmed Structure Fires	5	47
EMS Responses	169	1,569
Misc./Other Calls	35	324
Mutual Aid Calls	7	89
TOTAL EMERGENCY RESPONSES	272	2,493

	Sep.	YTD
Fire Inspections	58	607
Public Fire Education Programs	3	22
# Of Children Educated	90	879
# Of Adults Educated	20	431
Plans Review Construction/Renovation Projects	28	228
Fire Department Permits reviewed / Issued	19	313
Business Preplans	0	91
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	Sep.	YTD
Inspections/Permits	\$1,050.00	\$14,789.86
Fire Recovery USA	\$1,572.00	\$7,983.10

III. Personnel Update:

Continuous Part-time positions available, 14 p/t positions currently filled including the p/t fire inspector.

IV. Narrative of monthly departmental activities:

- Squad was in-service 12 of 22 days
- Training Hours for the month = 257 hours
- Total Training Hours = 4,352.5 hours
- Website Updating (Continuing)

- Follow-ups and Re-inspections.
- Begin budget preparation.
- New Firefighter shift assignments.
- Professional Development – Career Ladder.
- Officer’s Meeting
- Staff Meeting
- Onboarding process for new Fire Inspector.
- Country Inn and Suites Fire Alarm Inspection and Testing
- Fire Marshal Institute Conference (Blake)
- Apparatus Knox Box Installs
- Fire Prevention Material order. (National Fire Safety Counsel)

V. Upcoming Plans

- Continue professional development.
- Budget process preparation.
- Trial shift schedule change (48/96 ~ November 3rd)
- Fire Protection Systems Training Course (Chatham County)
- Fire Prevention Month with FP Programs
- Fire Inspector Training (New Inspector).
- Completion of Budget Process for office.
- New Inspector Orientation and projected duties.
- Office reorganization.



Reporting

09/01/2025 - 09/30/2025

Last Month

Work Orders

Asset Health

Reporting Details

Recent Activity

Export Data

Custom Dashboards

Assigned To

Due Date

Location

Priority

+ Add Filter

Work Orders

Created vs. Completed >

+ Add to Dashboard

193

Created

191

Completed

99.0%

Percent Completed

220 —
200 —
180 —
160 —
140 —
120 —
100 —
80 —
60 —
40 —
20 —
0 —

Work Orders by Type ⓘ >

+

Preventive

Reactive

Other

%

Total
Preventive
Ratio

158

Work Orders 2

Purchase Orders

Reporting

Requests

Assets

Messages

Categories

Parts Inventory

Library

Meters

Automations

Locations

Teams / Users

Vendors

Support

Lawrence Davis

Settings



Work Orders 2

Purchase Orders

Reporting

Requests

Assets

Messages

Categories

Parts Inventory

Library

Meters

Automations

Locations

Teams / Users

Vendors

Reporting

09/01/2025 - 09/30/2025

Last Month

Work Orders

Asset Health

Reporting Details

Recent Activity

Export Data

Custom Dashboards

Jesus Mier

Due Date

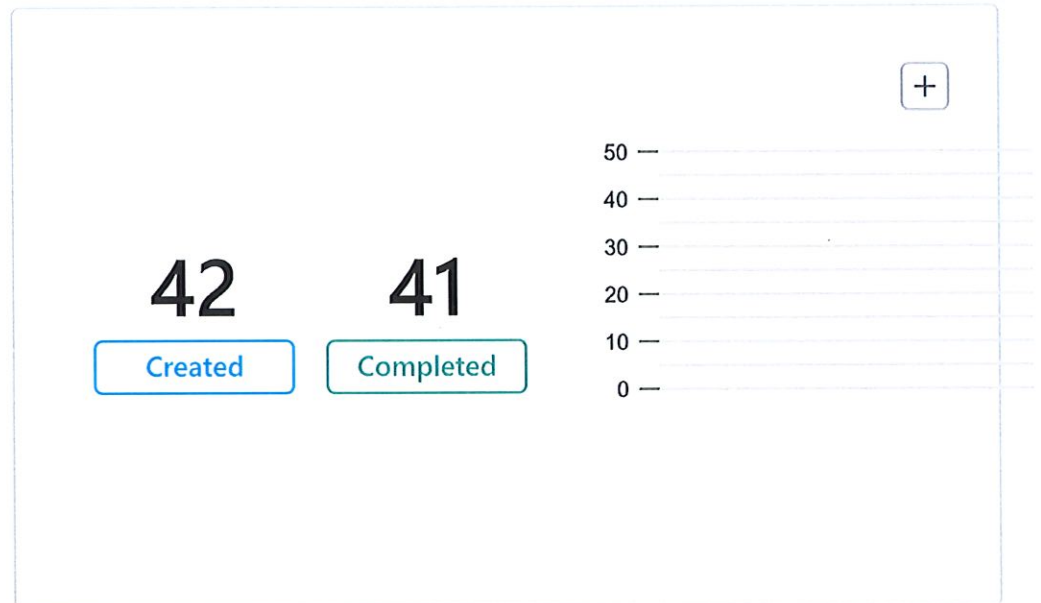
Location

Priority

+ Add Filter

Created vs. Completed

Created vs. Completed



Grouped by:

Team

User

Asset

Location

Created vs. Completed

Team

Members

Assigned

Completed

No data available. Try clearing any active filters, changing the date

Support

Lawrence Davis

Settings

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
September 30, 2025



I. Statistical Section

- 11 Burials
- 2 Works Orders – Buildings & Facilities Division
- 42 Work Orders – Grounds Division
- 42 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ 6,000.00
Riverside Ext Cemetery Lot Sales:	\$ 0
Grave Opening Fees:	\$ 8,225.00
Total Revenue:	\$14,225.00

III. Major Expenses for the Month:

Paid \$3,250 to Barbour Beaver Control for July -Sept. Paid MaintainX \$1,260.00 for annual subscription work orders.

IV. Personnel Update:

No one hired for the month of September.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works safety meeting was on "Influenza" with Jaime Pearce with Wellness Works.

**Town of Smithfield
Public Works Department
September 30, 2025**



193 Total Work Orders completed by the Public Works Department

10 Burials, at \$775.00 each = \$7,750.00

1 Cremation Burial, \$475.00 each = \$475

\$6,000.00 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

493.88 tons of household waste collected

126.00 tons of yard waste collected

3.42 tons of recycling plastic only collected

0 gallons of used motor oil were recycled

0 scrap tires were recycled



Reporting

09/01/2025 - 09/30/2025

Last Month

Export

Work Orders Asset Health Reporting Details Recent Activity Export Data

Custom Dashboards

J.B. Young

Due Date

Location

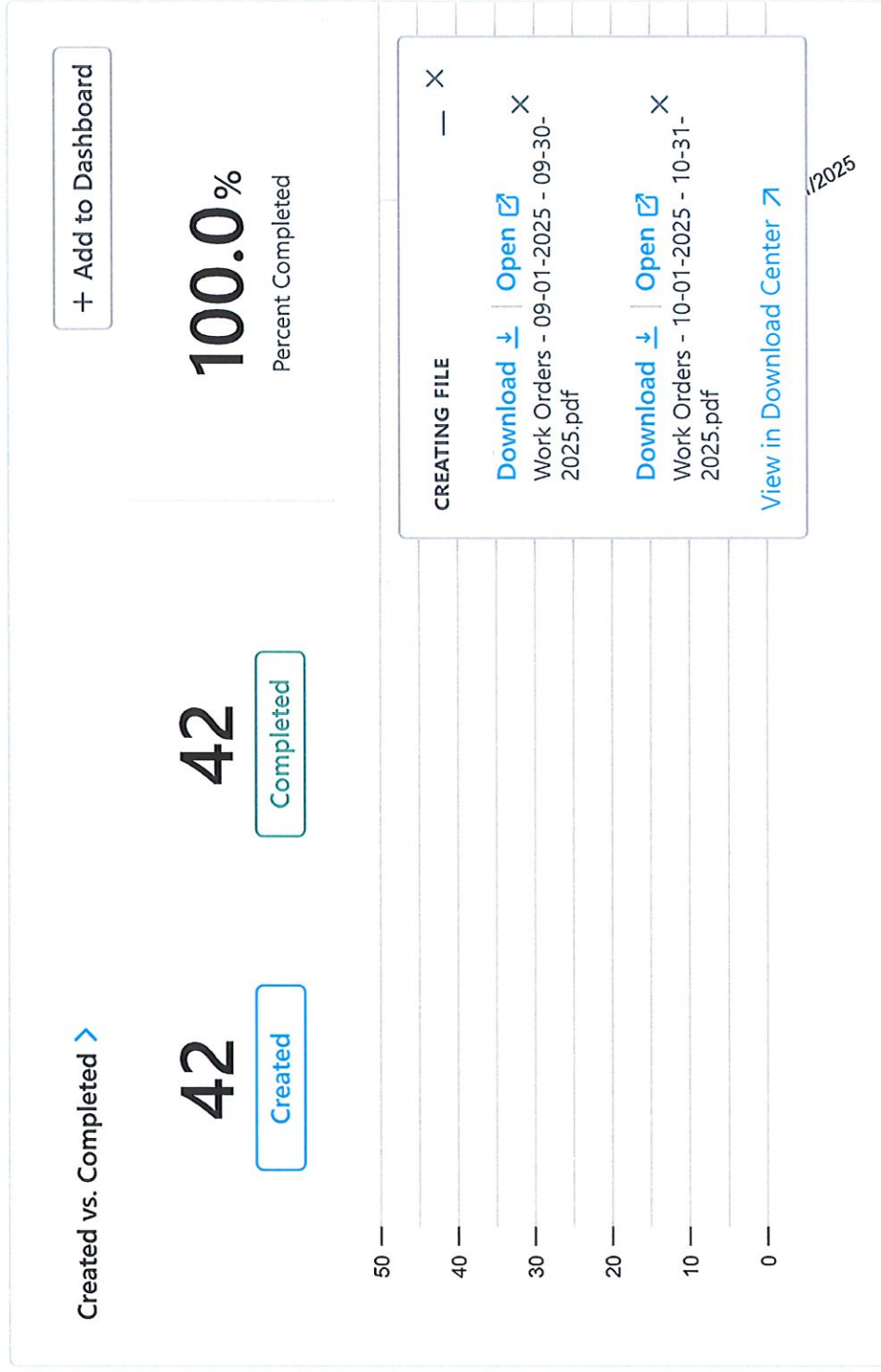
Priority

Add Filter

Reset Filters

Save Filters

Work Orders



- Work Orders
- Purchase Orders
- Reporting
- Requests
- Assets
- Messages
- Categories
- Parts Inventory
- Library
- Meters
- Automations
- Locations
- Teams / Users
- Support
- Lawrence Davis Settings



Work Orders List for 09/01/2025 - 09/30/2025

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #5976 Blind corner Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/02/2025	Total Time Costs Total Time \$5.59 22m 22s Total Costs \$5.59	
ID: #5979 Limbs blocking view of stopsign & street blades Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/02/2025	Total Time Costs Total Time \$6.65 26m 36s Total Costs \$6.65	
ID: #5980 Limbs blocking view of stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/02/2025	Total Time Costs Total Time \$3.90 15m 35s Total Costs \$3.90	
ID: #5851 Fallen tree Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/02/2025	Total Time Costs Total Time \$7.50 30m 0s Total Costs \$7.50	
ID: #5983 Cut back path Type: Reactive		✓ Done Completed by J.B. Young on 09/02/2025	Total Time Costs Total Time \$18.75 1h 15m 0s	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Signage J.B. Young			Total Costs \$18.75	
ID: #5984 Cut right away Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/02/2025	Total Time Costs Total Time 25m 0s Total Costs \$6.25	
ID: #5989 Faded stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/03/2025	Total Time Costs Total Time 18m 6s Total Costs \$4.53	
ID: #5993 Faded 2-HR Parking Sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/03/2025	Total Time Costs Total Time 10m 19s Total Costs \$2.58	
ID: #5997 Faded 25mph sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/04/2025	Total Time Costs Total Time 32m 7s Total Costs \$8.03	
ID: #6000 Broken limb hanging in traffic Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/04/2025	Total Time Costs Total Time 10m 32s Total Costs \$2.63	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #6001 Faded stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/04/2025	Total Time Costs Total Time \$7.14 28m 34s	
			Total Costs \$7.14	
ID: #6005 Cut ditch Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/04/2025	Total Time Costs Total Time \$7.50 30m 0s	
			Total Costs \$7.50	
ID: #6012 Cut right away Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/05/2025	Total Time Costs Total Time \$41.25 2h 45m 0s	
			Total Costs \$41.25	
ID: #6015 Blind corner Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/08/2025	Total Time Costs Total Time \$6.00 23m 59s	
			Total Costs \$6.00	
ID: #6019 Low hanging limbs on sidewalk Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/08/2025	Total Time Costs Total Time \$4.91 19m 38s	
			Total Costs \$4.91	
ID: #6022 Cut ditch Type: Reactive		✓ Done Completed by J.B. Young on 09/08/2025	Total Time Costs Total Time \$4.25 17m 0s	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Signage J.B. Young			Total Costs \$4.25	
ID: #6031 Limbs blocking view of 25mph sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/09/2025	Total Time Costs Total Time \$6.42 25m 41s Total Costs \$6.42	
ID: #6032 Faded 25mph sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/09/2025	Total Time Costs Total Time \$2.55 10m 12s Total Costs \$2.55	
ID: #6033 Faded 2-HR Parking Sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/09/2025	Total Time Costs Total Time \$5.75 23m 1s Total Costs \$5.75	
ID: #6035 Faded 25mph sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/09/2025	Total Time Costs Total Time \$3.03 12m 8s Total Costs \$3.03	
ID: #6036 Cut ditch Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/09/2025	Total Time Costs Total Time \$16.25 1h 5m 0s Total Costs \$16.25	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #6058 Faded street blades Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/11/2025	Total Time Costs Total Time 1h 25m 56s Total Costs \$21.48	
ID: #6064 Faded 25mph sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/12/2025	Total Time Costs Total Time 14m 31s Total Costs \$3.63	
ID: #6065 Faded Yield sign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/12/2025	Total Time Costs Total Time 11m 50s Total Costs \$2.96	
ID: #6067 Street blades leaning Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/12/2025	Total Time Costs Total Time 7m 18s Total Costs \$1.83	
ID: #6087 Limbs blocking view of stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/18/2025	Total Time Costs Total Time 20m 23s Total Costs \$5.10	
ID: #6092 Cut ditch Type: Reactive		✓ Done Completed by J.B. Young on 09/18/2025	Total Time Costs Total Time 15m 0s Total Costs \$3.75	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Signage J.B. Young			Total Costs \$3.75	
ID: #6093 Cut ditch Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/18/2025	Total Time Costs Total Time \$3.75 15m 0s Total Costs \$3.75	
ID: #6095 Cut pond Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/18/2025	Total Time Costs Total Time \$20.00 1h 20m 0s Total Costs \$20.00	
ID: #6101 Faded stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/19/2025	Total Time Costs Total Time \$4.44 17m 45s Total Costs \$4.44	
ID: #6105 Cut right away Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/19/2025	Total Time Costs Total Time \$7.50 30m 0s Total Costs \$7.50	
ID: #6106 Cut ditches Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/19/2025	Total Time Costs Total Time \$11.25 45m 0s Total Costs \$11.25	
ID: #6117		✓ Done	Total Time Costs \$3.75	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Limbs blocking view of stopsign Type: Reactive Signage J.B. Young		Completed by J.B. Young on 09/23/2025	Total Time 15m 0s Total Costs \$3.75	
ID: #6118 Faded street blades Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/23/2025	Total Time Costs Total Time 1h 17m 11s Total Costs \$19.30	
ID: #6122 Faded stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/23/2025	Total Time Costs Total Time 13m 25s Total Costs \$3.35	
ID: #6138 Big limb in middle of street Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/26/2025	Total Time Costs Total Time 7m 0s Total Costs \$1.75	
ID: #6139 Big limb in middle of street Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/26/2025	Total Time Costs Total Time 10m 0s Total Costs \$2.50	
ID: #6149 Cut right away Type: Reactive		✓ Done Completed by J.B. Young on 09/26/2025	Total Time Costs Total Time 45m 0s	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Signage J.B. Young			Total Costs \$11.25	
ID: #6150 Blind corner Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/26/2025	Total Time Costs Total Time \$3.75 15m 0s Total Costs \$3.75	
ID: #6152 Blind corner Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/26/2025	Total Time Costs Total Time \$3.75 15m 0s Total Costs \$3.75	
ID: #6162 Faded street blades Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/30/2025	Total Time Costs Total Time \$17.65 1h 10m 35s Total Costs \$17.65	
ID: #6165 Faded stopsign Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 09/30/2025	Total Time Costs Total Time \$3.31 13m 14s Total Costs \$3.31	
ID: #6164 24 Azalea Dr. Type: Reactive Medium Drainage Potholes and	Drainage Division Street Division	09/30/2025 ✓ Done Completed by J.B. Young on 10/02/2025	Total Time Costs Total Time \$7.50 30m 0s Total Costs \$7.50	Material used : 1/4 Backhoe bucket of rocks

street
repairs

Warren Summers
J.B. Young

Signed off by

Date

Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Sept. 30, 2025



I. Statistical Section

 0 Preventive Maintenances
 0 North Carolina Inspections
 24 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Paid Kimbell MidWest \$1,044.23 for supplies for the garage. Paid MaintainX \$1,260.00 for annual subscription work orders. Paid Mitchell1 \$3,000.00for renewal 1 year subscription to prodemand/MTR only plus Combo Government Sub

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works safety meeting was on "Influenza" with Jaime Pearce with Wellness Works.



Reporting

09/01/2025 - 09/30/2025

Last Month

Export

- Work Orders
- Asset Health
- Reporting Details
- Recent Activity
- Export Data

Custom Dashboards

Purchase Orders

Reporting

Requests

Assets

Messages

Categories

Parts Inventory

Library

Meters

Automations

Locations

Teams / Users

Support

Lawrence Davis
Settings

Work Orders

2

Andrew Strickland

Due Date

Location

Priority

+ Add Filter

Reset Filters

Save Filters

Work Orders

Created vs. Completed

24

Created

24

Completed

+ Add to Dashboard

100.0%

Percent Completed

25 —
20 —
15 —
10 —
5 —
0 —

9/1/2025

Work Orders List for 09/01/2025 - 09/30/2025



WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #6040		Drainage Division	✓ Done	Total Time Costs	\$22.33
Change pto switch scag		P and r scag turf tiger 2	Completed by Andrew Strickland on 09/10/2025	Total Time	1h 0m 0s
Type: Reactive				Total Costs	\$22.33
Parks and rec Andrew Strickland					
ID: #6041		Drainage Division	✓ Done	Total Time Costs	\$22.33
Change pto belt drainage scag		Zero turn 61" drainage	Completed by Andrew Strickland on 09/10/2025	Total Time	1h 0m 0s
Type: Reactive				Total Costs	\$22.33
Drainage Andrew Strickland					
ID: #6042		Appearance Division	✓ Done	Total Time Costs	\$22.33
Fix leak scag appearance		Scag mower	Completed by Andrew Strickland on 09/10/2025	Total Time	1h 0m 0s
Type: Reactive				Total Costs	\$22.33
Appearance Division Andrew Strickland					
ID: #6043		Appearance Division	✓ Done	Total Time Costs	\$44.66
Replaced starter appearance scag		Scag mower #1	Completed by Andrew Strickland on 09/10/2025	Total Time	2h 0m 0s
Type: Reactive				Total Costs	\$44.66
Appearance Division Andrew Strickland					

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS		TIME & COST		PROCEDURE ANSWERS
ID: #6044	Repairs 305	Drainage Division	✓ Done	Total Time Costs	\$893.20		
Type: Reactive	Parent: Sanitation Division	Truck #305	Completed by Andrew Strickland on 09/10/2025	Total Time	40h 0m 0s		
Sanitation Division				Total Costs	\$893.20		
Andrew Strickland							
ID: #6045	Replaced flipper 321	Public Works Facility	✓ Done	Total Time Costs	\$44.66		
Type: Reactive	Parent: Sanitation Division	Truck 321	Completed by Andrew Strickland on 09/10/2025	Total Time	2h 0m 0s		
Sanitation Division				Total Costs	\$44.66		
Andrew Strickland							
ID: #6046	Bleed fuel system 310	Drainage Division	✓ Done	Total Time Costs	\$22.33		
Type: Reactive	Parent: Sanitation Division	Truck #310	Completed by Andrew Strickland on 09/10/2025	Total Time	1h 0m 0s		
Sanitation Division				Total Costs	\$22.33		
Andrew Strickland							
ID: #6047	Pull mower out of ditch drainage	Drainage Division	✓ Done	Total Time Costs	\$22.33		
Type: Reactive	Parent: Drainage Division	Scag zero turn 72 inch drainage	Completed by Andrew Strickland on 09/10/2025	Total Time	1h 0m 0s		
Drainage				Total Costs	\$22.33		
Andrew Strickland							
ID: #6048	805 replaced water pump	Drainage Division	✓ Done	Total Time Costs	\$44.66		
Type: Reactive	Parent: Public Utilities (Electric Department)	Truck# 20805	Completed by Andrew Strickland on 09/10/2025	Total Time	2h 0m 0s		
Utilities				Total Costs	\$44.66		
Andrew Strickland							

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #6049 321 replaced turn buckle Type: Reactive Sanitation Division Andrew Strickland	Public Works Facility Truck 321 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 09/10/2025	Total Time Costs Total Time 1h 0m 0s Total Costs \$22.33	
ID: #6050 Replaced ignition system 412 Type: Reactive Drainage Andrew Strickland	Drainage Division Truck #412 Parent: Drainage Division	✓ Done Completed by Andrew Strickland on 09/10/2025	Total Time Costs Total Time 4h 0m 0s Total Costs \$89.32	
ID: #6051 Fix Hydraulic leak 322 Type: Reactive Sanitation Division Andrew Strickland	Public Works Facility 322 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 09/10/2025	Total Time Costs Total Time 2h 0m 0s Total Costs \$44.66	
ID: #6052 Replaced h Hydraulic pump 321 Type: Reactive Sanitation Division Andrew Strickland	Public Works Facility Truck 321 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 09/10/2025	Total Time Costs Total Time 2h 0m 0s Total Costs \$44.66	
ID: #6125 Replace all wheel bearings water sewer HD trailer Type: Reactive Utilities	Drainage Division Tandem heavy duty trailer water sewer Parent: Public Utilities (Water and Sewer)	✓ Done Completed by Andrew Strickland on 09/24/2025	Total Time Costs Total Time 4h 0m 0s Total Costs \$89.32	

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS		TIME & COST	PROCEDURE ANSWERS
Andrew Strickland						
ID: #6126		Drainage Division	✓ Done		Total Time Costs	\$22.33
Service 315		Truck 315	Completed by Andrew Strickland on 09/24/2025		Total Time	1h 0m 0s
Type: Reactive	Sanitation Division	Parent: Sanitation Division			Total Costs	\$22.33
Andrew Strickland						
ID: #6127		Appearance Division	✓ Done		Total Time Costs	\$44.66
Repair back of trailer appearance.		Equipment trailer #14	Completed by Andrew Strickland on 09/24/2025		Total Time	2h 0m 0s
Type: Reactive	Appearance Division	Parent: Appearance Division			Total Costs	\$44.66
Andrew Strickland						
ID: #6128		Drainage Division	✓ Done		Total Time Costs	\$22.33
Replace hydraulic hose 305		Truck #305	Completed by Andrew Strickland on 09/24/2025		Total Time	1h 0m 0s
Type: Reactive	Sanitation Division	Parent: Sanitation Division			Total Costs	\$22.33
Andrew Strickland						
ID: #6129		Drainage Division	✓ Done		Total Time Costs	\$22.33
Replace strobe light 304.		Truck #304	Completed by Andrew Strickland on 09/24/2025		Total Time	1h 0m 0s
Type: Reactive	Sanitation Division	Parent: Sanitation Division			Total Costs	\$22.33
Andrew Strickland						

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS		TIME & COST		PROCEDURE ANSWERS
ID: #6130	Replaced hard line with Hydraulic hose 321	Public Works Facility Truck 321 Parent: Sanitation Division	✓ Done	Completed by Andrew Strickland on 09/24/2025	Total Time Costs Total Time	\$22.33 1h 0m 0s	
Type: Reactive	Sanitation Division				Total Costs	\$22.33	
Andrew Strickland							
ID: #6131	Replace bucket cylinder 311.	Drainage Division Truck #311 Parent: Sanitation Division	✓ Done	Completed by Andrew Strickland on 09/24/2025	Total Time Costs Total Time	\$66.99 3h 0m 0s	
Type: Reactive	Sanitation Division				Total Costs	\$66.99	
Andrew Strickland							
ID: #6147	Replaced air pipe 319	Drainage Division Truck #319 Parent: Sanitation Division	✓ Done	Completed by Andrew Strickland on 09/26/2025	Total Time Costs Total Time	\$22.33 1h 0m 0s	
Type: Reactive	Sanitation Division				Total Costs	\$22.33	
Andrew Strickland							
ID: #6145	Fix coolant leak 304	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done	Completed by Andrew Strickland on 09/26/2025	Total Time Costs Total Time	\$89.32 4h 0m 0s	
Type: Reactive	Sanitation Division				Total Costs	\$89.32	
Andrew Strickland							
ID: #6148	Replace valve stem 309	Drainage Division Truck 309 Parent: Sanitation Division	✓ Done	Completed by Andrew Strickland on 09/26/2025	Total Time Costs Total Time	\$22.33 1h 0m 0s	
Type: Reactive	Sanitation Division				Total Costs	\$22.33	

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Division Andrew Strickland					
ID: #6156 Service truck 700 Type: Reactive Utilities Andrew Strickland		Drainage Division Truck# 14700 Parent: Public Utilities (Water and Sewer)	✓ Done Completed by Andrew Strickland on 09/29/2025	Total Time Costs Total Time Total Costs	\$22.33 1h 0m 0s \$22.33

Signed off by

Date

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Sept. 30, 2025



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- e. 0 Work Orders – 0lbs. of Cold Patch was used for 0 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Paid \$4,000.00 To Wanye Denton for speed humps E. Lee Street in front of Sarah yard center replace rubber speed humps.

IV. Personnel Update:

No one hired for the month.

V. Narrative of monthly departmental activities:

- VI.** The Public Works safety meeting was on "Influenza" with Jaime Pearce with Wellness Works.



Work Orders 2

Purchase Orders

Reporting

Requests

Assets

Messages

Categories

Parts Inventory

Library

Meters

Automations

Locations

Teams / Users

Support

Lawrence Davis
Settings

Reporting

Work Orders

Asset Health

Reporting Details

Recent Activity

Export Data

09/01/2025 - 09/30/2025

Last Month

Export

Custom Dashboards

Warren Summers

Due Date

Location

Priority

+ Add Filter

Reset Filters

Save Filters

Work Orders

Created vs. Completed

7

Created

7

Completed

+ Add to Dashboard

100.0%

Percent Completed

10

8

6

4

2

0

CREATING FILE

Download | Open

Work Orders - 09-01-2025 - 09-30-2025.pdf

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Work Orders - 10-01-2025 - 10-31-2025.pdf

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2025



Work Orders List for 09/01/2025 - 09/30/2025

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #6135 Revisiting various town zones considered potential flood areas , Type: Preventive High Drainage Warren Summers		✓ Done Completed by Warren Summers on 09/25/2025		
ID: #5990 1406 Crescent Drive Type: Reactive Medium Streets Division Warren Summers	Drainage Division Street Division	09/03/2025 ✓ Done Completed by Warren Summers on 09/25/2025		Square Feet of repair : 17 Bags of Perma Patch used.: Two 60 poundbags Material used : Perma patch, shove, and hand tamp Names of worker(s): Joshua Collins and Queltic Gullatt
ID: #3573 Ditch I stopped up Type: Reactive Medium Drainage Warren Summers		✓ Done Completed by Warren Summers on 09/25/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #6137 Inspecting drainage Type: Reactive Drainage Warren Summers	Drainage Division	✓ Done Completed by Warren Summers on 09/26/2025	Total Time Costs Total Time Total Costs	\$125.92 6h 5m 42s \$125.92
ID: #6154 20 Nottingham Place Type: Reactive Low Streets Division Warren Summers	Drainage Division Street Division	09/29/2025 ✓ Done Completed by Warren Summers on 09/29/2025	Total Time Costs Total Time Total Costs	\$47.09 2h 16m 46s \$47.09
ID: #6157 Inspecting drainage for all zones Type: Preventive Drainage Warren Summers		✓ Done Completed by Warren Summers on 09/29/2025	Total Time Costs Total Time Total Costs	\$103.59 5h 0m 50s \$103.59
ID: #6161 Drainage inspecting throughout town zones Type: Preventive Drainage Warren Summers		✓ Done Completed by Warren Summers on 09/30/2025	Total Time Costs Total Time Total Costs	\$125.14 6h 3m 25s \$125.14
ID: #6164 24 Azalea Dr. Type: Reactive Medium	Drainage Division Street Division	09/30/2025 ✓ Done Completed by J.B. Young on 10/02/2025	Total Time Costs Total Time Total Costs	\$7.50 30m 0s \$7.50

Material used : 1/4 Backhoe bucket of rocks

Drainage
Potholes
and
street
repairs

Warren Summers
J.B. Young

Signed off by

Date

Town of Smithfield
Public Works Sanitation Division
Monthly Report
September 30, 2025



I. Statistical Section

The Division collected from approximately 4,520 homes, 4 times during the month

- a. Sanitation forces completed 75 work orders
- b. Sanitation forces collected tons 493.88 of household waste
- c. Sanitation forces disposed of loads 63 of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.14 tons of recyclable plastic
- h. Recycled 0 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 lbs of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 3,420 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for
- c. Sold 0 lbs. of shredder steel for \$166.14 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$ for disposal of yard waste and debris. CES was paid \$ 1,739.80 for rotary actuator for TK #305. CES was paid \$4,765.84 for tip boom for TK #304. Cox Repair Service was paid \$600.00 for the tow of TK #304. NCDMV was paid \$ 2,025.00 for tags for TK #322.

IV. Personnel Update:

Brandon McDaniel was hired as a Sanitation Worker in September
Warren Summers was hired as Drainage Crew Leader in September

V. Narrative of monthly departmental activities:

Public Works Safety Training was on "Influenza" With Jamie Pearce. There were no events in the month of August.

Community Service Workers worked 120 Hrs.

**Town of Smithfield
Public Works Storm Water Division
Monthly Report
September 30, 2025**



I. Statistical Section

II. Major Revenues
None

III. Major Expenses for the Month:

Paid \$12,305.00 to Pro City Works. Emergency pipe work 10 Landsdowne Removal Broken RCP pipe and replaced with HDPE pipe. Paid \$1,250.00 to MaintainX for annual Subscription for work order.

IV. Personnel Update:

None

V. Narrative of monthly departmental activities:

Street Sweep and storm drain cleaning and repair.

V. The Public Works safety meeting was on "Influenza" with Jaime Pearce with Wellness Works.

PARKS AND RECREATION / SRAC
MONTHLY REPORT
AUGUST 2025

PARKS AND RECREATION	JULY 2025	AUGUST 2025	SEPTEMBER 2025	OCTOBER 2025	NOVEMBER 2025	DECEMBER 2025	JANUARY 2025	FEBRUARY 2025	MARCH 2025	APRIL 2025	MAY 2025	JUNE 2025	FY 25/26 YTD
ATHLETICS PROGRAMS	3	5	5										13
NUMBER OF PARTICIPANTS	621	671	671										1963
NUMBER OF GAMES	72	23	132										227
PLAYER GAME EXPERIENCES	1728	834	2646										5208
NUMBER OF PRACTICES	3	149	67										219
PLAYER PRACTICE EXPERIENCES	243	2520	1345										4108
NUMBER OF CAMPS	1	0	0										1
CAMPS SESSIONS	3	0	0										3
PLAYER CAMP EXPERIENCES	144	0	0										144
PROGRAMS	11	4	4										19
PROGRAMS EXPERIENCES	996	402	322										1720
SPECIAL EVENTS	1	0	1										2
ESTIMATED ATTENDANCE	3000	0	275										3275
SARAH YARD VISITS	109	114	163										386
PARKS AND FACILITY RENTALS	11	29	47										87
NUMBER PARKS AND FACILITY RENTAL USERS	247	1367	3973										5587
TOTAL UNIQUE CONTACTS	7088	5908	9395										22391
PARKS AND RECREATION REVENUES	\$ 19,382	\$ 7,407	\$ 13,332										\$ 40,121
PARKS AND RECREATION OPERATIONS EXPENSES	\$ 82,116	\$ 112,147	\$ 115,258										\$ 309,521
PARKS AND RECREATION CAPITAL EXPENDITURES	\$ -	\$ 19,075	\$ 7,400										\$ 26,475
SARAH YARD OPERATIONS EXPENSES	\$ 2,554	\$ 4,802	\$ 6,007										\$ 13,363
SARAH YARD CENTER CAPITAL EXPENDITURES	\$ -	\$ -	\$ 4,192										\$ 4,192

SRAC	JULY 2025	AUGUST 2025	SEPTEMBER 2025	OCTOBER 2025	NOVEMBER 2025	DECEMBER 2025	JANUARY 2025	FEBRUARY 2025	MARCH 2025	APRIL 2025	MAY 2025	JUNE 2025	FY 25/26 YTD
NO OF PROGRAMS	26	5	3										34
PROGRAM PARTICIPANTS	815	414	521										1750
PROGRAM CONTACTS	2243	414	539										3196
FITNESS CLASSES	11	12	14										37
FITNESS CLASSES CONTACTS	588	531	690										1809
SRAC MEMBERSHIPS	4357	4386	4379										4386
SRAC MEMBER VISITS	5369	5032	4020										14421
DAY PASSES	4867	2627	797										8391
FACILITY RENTALS	39	48	31										118
SRAC FACILITY RENTAL USERS	2984	2006	1402										6392
TOTAL UNIQUE CONTACTS	16151	10610	7448										34209
SRAC REVENUES	\$ 84,029	\$ 59,617	\$ 55,772										\$ 199,418
SRAC OPERATIONS EXPENSES	\$ 97,339	\$ 145,094	\$ 103,223										\$ 345,656
SRAC CAPITAL EXPENSES	\$ -	\$ -	\$ 69,464										\$ 69,464

TOTAL NUMBER OF CONTACTS

56600



HIGHLIGHTS

TIGER SHARKS SWIM LESSONS

ABLE WITHOUT BARRIERS

POOL RESURFACING, SAND MEDIA REPLACEMENT, LOCKER ROOM RESURFACING

HIGHLIGHTS

FALL BASEBALL / SOFTBALL / SOCCER / CHEER

FUN AND FELLOWSHIP SOFTBALL

FALL FRIDAYS ON FRONT (SHOOT TO THRILL)





- **Statistical Section**

- Electric CP Demand 25,847 Kw relative to August's demand of 25,752 Kw.
- Electric System Reliability was 99.9984%, with one (1) recorded main line outages; relative to August's 99.9900%.
- Raw water treated on a daily average was 4.758 MG relative to 4.383 MG for August; with maximum demand of 5.877 MG relative to August's 5.808 MG.
- Total finished water to the system was 133.148 MG relative to August's 128.095 MG. Average daily for the month was 4.438 MG relative to August's 4.132 MG. Daily maximum was 5.186 MG (September 25th) relative to August's 4.832 MG. Daily minimum was 3.340 MG (September 27th), relative to August's 2.837 MG.

- **Miscellaneous Revenues**

- Water sales were \$280,898 relative to August's \$313,414
- Sewer sales were \$479,177 relative to August's \$522,358
- Electrical sales were \$1,417,977 relative to August's sales of \$1,619,529
- Johnston County Water purchases were \$244,514 for 96.265 MG relative to August's \$280,701 for 110.512 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,063,297 relative to August's \$1,108,889
- Johnston County sewer charge was \$205,960 for 41.862 MG relative to August's \$346,281 for 77.468 MG.

- **Personnel Changes**

- Anthony Quagliano resigned as a Utility Line Mechanic on September 8, 2025
- Anthony Quagliano was hired as Utility Locator/Inspector on September 8, 2025



**Town of Smithfield
Electric Department
Monthly Report
October, 2025**

I. Statistical Section

- Street Lights repaired –35
- Area Lights repaired-13
- Service calls – 41
- Underground Electric Locates -528
- Poles changed out/removed or installed -13
- Underground Services Installed -2

II. Major Revenues

- Process starting to extend Kellie drive feeder to create a loop.

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Electrical Dept. has a full staff at this time.
- Have four employees attending electric city school for line crew development program.

V. Miscellaneous Activities:

- The Electrical Dept finished setting lights at JCC and now process installing in front truck driving school.
- Working on light circuit at Perfect Ride Dealership.
- The Electrical Dept. is working on replacing old poles and upgrading lines on the South side Market St. area.



Public Utilities Water and Sewer

Monthly Statistics	Month Ending	10/31/2025
	<i>Monthly Total</i>	<i>Year to Date Total</i>
Water Calls	55	731
Sewer Calls	28	342
Utility Locates	320	5441
Storm Drainage Calls	1	10
Total Calls	404	6523
Quotes new services	2	28
Inspections	20	81
Locate existing water & sewer services	4	23
Disconnect water	6	28
Reconnect water	3	12
Test meter	0	18
Temp hydrant meter	2	22
Discolored water call	2	31
Low pressure call	4	50
Leak detection	16	163
Meter check	25	220
Meter repair	20	134
Meter leak	10	69
Service leak	4	49
Water main leak	1	32
Replace existing water meter	11	91
Install new water meter	9	233
Install new water service	0	20
Renew water service	1	17
Water blow off repair	0	2
Street cuts	190	61

Repair utility cut or sink hole	1	26
Fire hydrant repair	2	12
Fire hydrant replaced	3	26
Camera Sewer main or service	1	25
Sewer odor complaint	1	14
Sewer main repair	6	50
Clean out repair or install	6	56
LF of sewer main cleaned	1400	53454
LF of sewer service cleaned	1060	10553
LF of storm drain cleaned	0	1100

- Serviced and maintained 22 Sanitary Sewer Lift Stations 2 times per week
- Inspected all aerial sewer lines
- Inspected all high priority manholes weekly
- **Helped public works with cleaning storm drain lines and catch basin during and before rain events**

Major Expenses for the month of October

- Had Stuckey to make some water and sewer repairs that we were not able to.

Upcoming Projects for the month of November

- I 95 project continues.
- Finley Landing homes are being built, which means meters are being installed.
- New subdivision behind Walmart has begun.
- Hydromechanics will continue replacing and repairing fire hydrants.
- Park Construction working on outfall behind Rose Manor.

Personnel Updates

Anthony Quagliano hired as new inspector/locator



MONTHLY WATER LOSS REPORT

October 2025

(10) - Meters with slow washer leaks

(3) - $\frac{3}{4}$ " Line, $\frac{1}{8}$ ", 1 Day

1" Line, Shear, 1 day

6" Line, Full, 1 day

(2)-FH-Slow drip

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	10/20/25	3	15	7965	10	North Street	10/28/25	3	15	17820	40
Computer Drive	10/20/25	3	15	31860	10	West Street	10/28/25	3	15	78030	50
Castle Drive	10/20/25	3	15	7965	10	Regency Drive	10/28/25	3	15	63720	60
Parkway Drive	10/23/25	3	15	63720	40	Randers Court	10/28/25	3	15	15930	40
Garner Drive	10/23/25	3	15	63723	40	Noble Street	10/28/25	3	15	15930	40
Hwy 210 LIFT ST.	10/23/25	3	15	15930	40	Fieldale Dr#1(L)	10/28/25	3	15	63720	40
Skyland Drive	10/23/25	3	15	7965	10	Fieldale Dr#2(R)	10/28/25	3	15	63720	40
Bradford Street	10/23/25	3	15	15930	10	Heather Court	10/28/25	3	15	15930	40
Kellie Drive	10/23/25	3	15	7965	10	Reeding Place	10/28/25	3	15	15930	40
Edgewater	10/23/25	3	15	7965	10	East Street	10/28/25	3	15	63720	40
Edgecombe	10/23/25	3	15	15930	40	Smith Street	10/28/25	3	15	63720	40
Valley Wood	10/23/25	3	15	63720	40	Wellons Street	10/28/25	3	15	63720	40
Creek Wood	10/23/25	3	15	63720	40	Kay Drive	10/28/25	3	15	38985	15
White Oak Drive	10/23/25	3	15	7965	10	Huntington Place	10/28/25	3	15	38985	15
Brookwood Drive	10/23/25	3	15	22515	5	N. Lakeside Drive	10/28/25	3	15	9750	15
Runnymede Place	10/23/25	3	15	31860	10	Cypress Point	10/29/25	3	15	34890	12
Nottingham Place	10/23/25	3	15	38985	10	Quail Run	10/29/25	3	15	8715	12
Heritage Drive	10/23/25	3	15	38985	10	British Court	10/29/25	3	15	8715	12
Noble Plaza #1	10/23/25	3	15	9750	10	Tyler Street	10/29/25	3	15	78030	60
Noble Plaza #2	10/23/25	2.8	15	9750	10	Yelverton Road	10/29/25	3	15	63720	40
Pinecrest Street	10/23/25	3	15	19500	10	Ava Gardner	10/29/25	3	15	63720	40
S. Sussex Drive	10/23/25	3	15	31860	10	Waddell Drive	10/29/25	3	15	7965	10
Elm Drive	10/23/25	3	15	9750	10	Henly Place	10/29/25	3	15	8715	12
						Birch Street	10/29/25	3	15	34890	12
Coor Farm Supply	10/23/25	2	15	7965	10	Pine Street	10/29/25	3	15	38985	15
Old Goldsboro Rd,	10/23/25	3	15	7965	10	Oak Drive	10/29/25	3	15	37695	14
Hillcrest Drive	10/24/25	3	15	31860	10	Cedar Drive	10/29/25	3	15	31860	10
Eason Street	10/24/25	3	15	38985	40	Aspen Drive	10/29/25	3	15	34890	12
Magnolia circle	10/24/25	3	15	78030	40	Furlonge Street	10/29/25	2.5	15	34890	12
Rainbow Drive	10/27/25	3	15	19500	60	Golden Corral	10/29/25	3	15	40290	16
Rainbow Circle	10/27/25	3	15	19500	60	Holland Drive	10/29/25	3	15	9750	15
Moonbeam Circle	10/27/25	3	15	19500	60	Davis Street	10/29/25	3	15	34890	12
Ray Drive	10/27/25	3	15	15930	60	Caroline Ave.	10/29/25	3	15	31860	10
Will Drive	10/27/25	3	15	63720	40	Johnston Street	10/29/25	3	15	38985	15
Michael Lane	10/27/25	3	15	63721	40	Ryans	10/29/25	3	15	9750	15
Ward Street	10/27/25	3	15	15930	40						

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