

1111 Metropolitan Ave | Suite 500 | Charlotte, NC 28204



HMG Metaplant
America



**Greenville
Utilities**

June 9, 2026 | 3:00 PM

STATEMENT OF QUALIFICATIONS FOR
WASTEWATER SERVICE DUE DILIGENCE
PRELIMINARY ENGINEERING REPORT OF THE
PITT COUNTY MEGASITE NORTH
DEVELOPMENT



June 9, 2026

Mr. Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
401 S. Greene Street
Greenville, North Carolina 27834

Re: Statement of Qualifications for Wastewater Service Due
Diligence Preliminary Engineering Report for Pitt County
Megasite North Development

Dear Mr. Haddock:

The Pitt County Megasite North Development represents a significant opportunity to strengthen the economic future of eastern North Carolina. Supporting that growth requires utility planning that identifies infrastructure needs, evaluates alternatives, and establishes a Preliminary Engineering Report for a practical path forward for future implementation.

Thomas & Hutton brings a fresh perspective to this effort, along with extensive experience planning utility infrastructure for large-scale industrial and megasite developments throughout the Southeast. Our team has supported utility master planning and infrastructure evaluations for major projects including Scout Motors, Hyundai Motor Group Metaplant America, North Fork Commerce Park, and other large industrial campuses. We also bring a strong understanding of the region and the utility challenges associated with supporting transformative economic growth.

Our team also includes ARK Consulting, S&ME, and Three Oaks Engineering who will provide additional expertise in economic development planning, environmental and geotechnical services, and utility infrastructure evaluation, creating a team well-suited to support Greenville Utilities Commission's due diligence and wastewater service planning efforts for the Pitt County Megasite North Development.

For this assignment, Greenville Utilities Commission can expect practical recommendations grounded in sound engineering, real-world utility experience, and a clear understanding of how infrastructure investments support long-term development. We focus on identifying solutions that balance performance, constructability, cost, and future growth while maintaining close coordination with project stakeholders throughout the planning process.

Thomas & Hutton understands utilities, growth, and how to position communities for long-term success. We appreciate your consideration and welcome the opportunity to support Greenville Utilities Commission on this important project.

Timothy Downs
Regional Director
downs.t@tandh.com

Sincerely,

THOMAS & HUTTON

Colleen Brophy, PE
Environmental Group Leader
brophy.c@tandh.com

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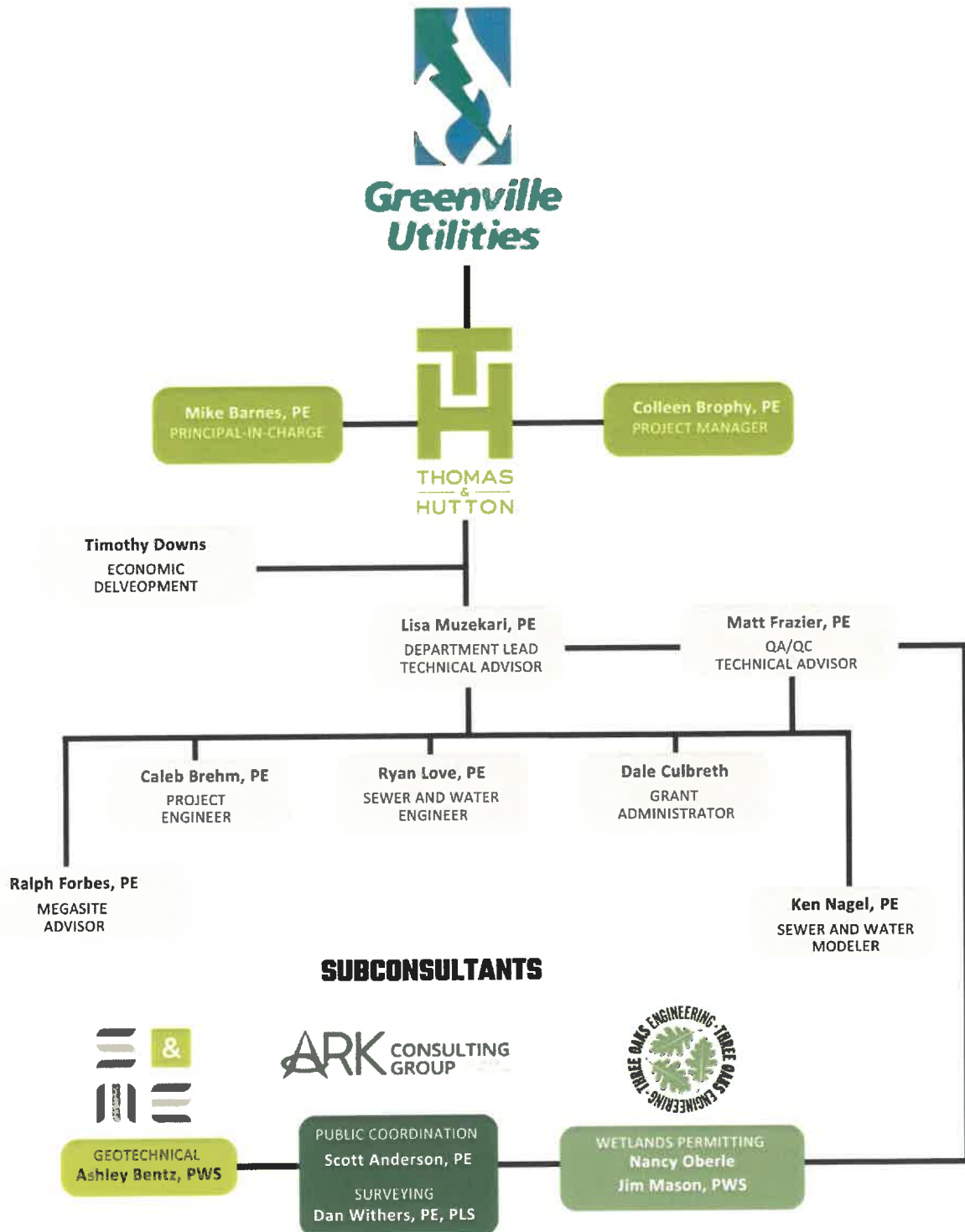
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QUALIFICATIONS OF PROPOSED TEAM

ORGANIZATIONAL CHART



RESUMES

Mike Barnes, PE

Principal-in-Charge

Education: MS, Civil Engineering, 1999, North Carolina State University; BS, Civil Engineering, 1994, North Carolina State University; BS, Construction Management, 1994, North Carolina State University

Registrations: PE in NC, SC, NY



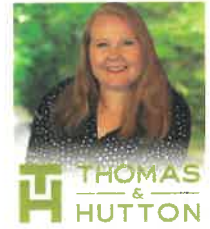
- Lumberton I-74/I-95 Industrial Park Infrastructure, Robeson County, NC
- South Fork Sewer Upgrades Phase II, Gastonia, NC
- Mid-Atlantic Logistics Park, Brunswick County, NC
- Harnett County EDC Grant Assistance, Harnett County, NC
- Camp Davis Industrial Park Master Planning, Holly Ridge, NC
- Camp Davis Industrial Master Planning, Onslow County, NC
- Comtech Park Due Diligence, Robeson County, NC
- Lumberton Grant Assistance Cost Estimating, Lumberton, NC

Colleen Brophy, PE

Project Manager

Education: BS, Environmental Engineering, 2014, North Carolina State University

Registrations: PE in NC, SC, GA

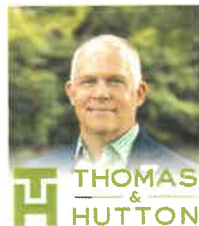


- PER Sewer Severability for North Wilkesboro Speedway and Surrounding Area, Wilkes County, NC
- City of Lancaster Water and Sewer Master Plan, Lancaster, SC
- Mid Atlantic Industrial Park Master Plan, Brunswick County, NC
- North Wilkesboro Pump Station and Gravity Sewer, Town of Wilkesboro, NC
- Hickory Southwest Sewer Extension, Hickory, NC
- River Road Development Water & Sewer Master Plan, Louisburg, NC
- Raleigh Gravity Sewer Trunk Main, Raleigh, NC
- Millbrook Pump Station Decommissioning, Harrisburg, NC

Timothy Downs

Economic Development

Education: BS, Zoology, North Carolina State University; Juris Doctor, Thomas M Cooley Law School



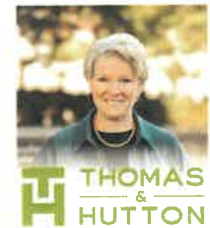
- EDPNC Selectsite Readiness Program, Varies Locations throughout North Carolina
- Mid-Atlantic Logistics Park, Brunswick County, NC
- Camp Davis Industrial Park Phase III Master Planning, Onslow County, NC
- Project Coffee Master Planning, Swansboro, NC
- Duke Energy Site Readiness Program, Holly Shelter, New Hanover County, NC
- Duke Energy Site Readiness Program, West Park, Duplin County, NC
- Project Gen4, Pitt County, NC
- Craven County Economic Development, New Bern, NC

Lisa Muzekari, PE

Department Lead | Technical Advisor

Education: MS, Civil Engineering, 1992, University of South Carolina; BS, Civil Engineering, 1991, University of South Carolina

Registrations: PE in NC, SC, GA, OK, TN



- Fairfield County Wastewater Master Planning and 208 Plan Amendments, Fairfield County, SC
- North Fork Commerce Park Utility Master Planning, Aiken County, SC
- Lexington County Joint Municipal Water and Sewer Commission On-Call Economic Development Utility Planning, Lexington County, SC
- Blythewood Industrial Park, Scout Motors Utility Relocation and Extensions, Richland County, SC
- Berkeley County Water & Sanitation Water and Sewer Improvements for Volvo Cars, Berkeley County, SC

Matt Frazier, PE
QA/QC | Technical Advisor

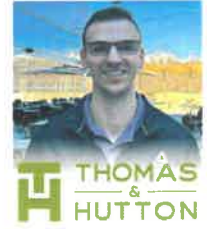
Education: BS, Civil Engineering,
2012, University of Kentucky
Registrations: PE in GA, KY, TN



- North Bryan Water & Sewer Wastewater Master Plan, Bryan County, GA
- South End Sewer Diversion Master Plan, Bryan County, GA
- North Bryan Water Reclamation Facility, Bryan County, GA
- I-16 Regional Water & Sewer Improvements, Bryan County, GA
- BCMS Regional Pump Station, Force Main, Water Main, and Gravity Sewer, Bryan County, GA
- Blythewood Industrial Park, Scout Motors Utility Relocations and Extensions, Richland County, SC
- Volvo/Camp Hall Water and Wastewater Infrastructure, Berkeley County, SC

Caleb Brehm, PE
Project Engineer

Education: BS, Environmental
Engineering, 2020, Purdue
University; MS, Environmental
Engineering, 2021, Purdue
University
Registrations: PE in NC, SC



- Mazeppa Road Water & Sewer Improvements, Mooresville, NC
- Lyle Creek Sewer Main, Conover, NC
- Union County Pump Station Rehabilitations Union County, NC
- Redhawk Development Pump Stations and Force Mains, Cramerton, NC
- Waxhaw North Sanitary Sewer Replacement & Rehabilitation, Union County, NC
- Waxhaw South Sanitary Sewer Replacement & Rehabilitation, Union County, NC
- Oconee Joint Regional Sewer Authority Sewer Rehabilitation, Oconee County, SC

Dale Culbreth
Grant Administrator

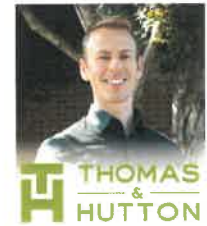
Education: BA, International
Business and French, Converse
College, 1991



- Wastewater Service Expansion to SCAT Park, Barnwell County, SC
- Connexial Center Site Enhancement Project Laurens County, SC
- Horse Creek Wastewater Treatment Plant Improvements, Aiken County, SC
- Berkeley County Pump Station 106 Improvements, Berkeley County, SC
- Berkeley County Pump Stations 12 and 13 Upgrade, Berkeley County, SC
- Volvo Car US Operations, Berkeley County, SC
- Giti Tire Manufacturing (USA) Ltd., Chester County, SC
- Berkeley County Interconnect, Berkeley County, SC
- State CDBG Small Cities Program, State-Wide for South Carolina

Ryan Love, PE
Sewer and Water Engineer

Education: BS, Civil Engineering,
2019, Clemson University
Registrations: PE in NC, SC, GA



- Dillon Inland Port Water & Sewer Master Plan, Dillon, SC
- I-85 Corridor Sewer Expansion, Fair Play, SC
- Southern Loop Sewer Improvements, Lugoff, SC
- Cross Creek Pump Station Hydraulic Modeling Study, Beaufort, SC
- Pepper Hall Water & Sewer Master Plan, Okatie, SC
- State Park Road Gravity Sewer, Greenville, SC
- Bridgeport Estates & Townes Utility Infrastructure, Greenville, SC
- General Wastewater Due Diligence and Utility Capacity Evaluations, Various Municipalities in the Southeast United States
- General Hydraulic Modeling and Wastewater Infrastructure Planning, Various Municipalities in the Southeast United States

Scott T. Anderson, PE
Public Coordination



Education: BS, Civil Engineering, NC State University (1998)

Registrations: PE in NC

Scott brings more than 27 years of civil engineering experience. As Public Coordination Lead for this contract, he will support Greenville Utilities Commission through public and stakeholder coordination. His ongoing work with staff and elected leadership provides strong continuity for the due diligence effort ahead.

Dan Withers, PE, PLS
Boundary/Topographic Survey



Education: MS, Civil Engineering, NC State University (2010); BS, Civil Engineering, NC State University (2007)

Registrations: PE in NC; PLS in NC

Dan brings experience spanning boundary and topographic surveys, hydraulic modeling, drainage systems, stormwater control measures, floodplain analysis, and land development. As Boundary/Topographic Survey Lead for this contract, he will lead survey efforts that define site boundaries, existing conditions, and base mapping needed to support Greenville Utilities Commissions due diligence and master planning work.

Ashley Bentz, PWS
Geotechnical Services



Education: BS, Environmental Studies, 2009, Elon University; MNR, Natural Resources, 2013, North Carolina State University

Registrations: PWS #2955; North Carolina Wetland Assessment Method (NCWAM); North Carolina Surface Water Identification Training and Certification

- University of North Carolina – SEPA Environmental Assessments, Multiple Sites in Chapel Hill, NC
- Oxford Preparatory School – NEPA Assessment, Oxford, NC
- Wake Technical Community College – SEPA Environmental Assessment, Raleigh, NC
- Fort Fisher State Historic Park– SEPA Environmental Assessment, Kure Beach, NC
- Princeville 53-Acre Development – NEPA Environmental Assessment, Kure Beach, NC
- Pine Gate Renewables – NEPA Environmental Assessments, Multiple Sites in North Carolina
-

Nancy Oberle
Wetland Permitting

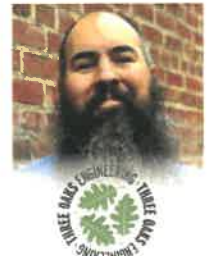


Education: MEM, Water Resources, Duke University, 2011
BS, Environmental Science, University of Delaware, 2006

Registrations: Level I: Certified Erosion and Sediment Control/Stormwater Installer; Level II: Certified Erosion and Sediment Control/Stormwater Site Manager; NCDWR Surface Water Identification and Training Certificate

- RDU Runway Expansion Erosion and Sedimentation Control Compliance, Wake County, NC
- Complete 540: TIP R-2829B, Wake County, NC
- I-95 Design Build Project (STIP # I-5896/I-5877), Cumberland & Harnett Counties, NC
- Duke Energy Roxboro Station, Auxiliary Spillway Construction and Dam Rehabilitation, Person County, NC

Jim Mason, PWS
Wetland Permitting



Education: MS, Ornithology/Ecology, 2004, University of North Carolina; BA, Biology, 2000, Colby College

Registrations: PWS #3261

- Rocky Mount-Wilson Regional Airport Obstruction Clearing, Nash and Wilson Counties, NC
- NCDOT Environmental Analysis Unit On-Call Contract Statewide
- RDU Environmental Assessment for Runway Replacement, Raleigh, NC
- Alligator River Bridge Replacement (STIP No. HB-0001), Tyrrell and Dare Counties, NC
- US 74 at SR 1168 Interchange Construction and Bridge Replacements (STIP Nos. R-4045 and BR-00120), Mooresboro, Cleveland County, NC

QUALIFICATIONS OF THE FIRM

FIRM OVERVIEW

Thomas & Hutton is a full-service professional engineering firm with over 80 years of experience supporting municipalities with the planning, funding, and implementation of public infrastructure projects. Since our founding in 1946 by former U.S. Army Corps of Engineers officers, the firm has grown from its Savannah origins into one of the Southeast's most established and respected engineering organizations, serving communities across Georgia, South Carolina, North Carolina, Tennessee, and Florida.

A key strength of our team is its familiarity with the Greenville area and its stakeholders. Through longstanding relationships and extensive experience supporting infrastructure, utility, and economic development initiatives throughout the region, our team is well positioned to provide practical, well-informed recommendations that support future infrastructure investment and growth within the Megaside service area.

Founded in

1946

560+

Employees

Years of
Experience

80



WASTEWATER PLANNING & PRELIMINARY ENGINEERING EXPERIENCE

Thomas & Hutton brings specialized wastewater planning and engineering experience directly aligned with Greenville Utilities' Industrial Site Readiness Program and the anticipated planning, evaluation, and preliminary engineering services associated with future industrial growth. Our team routinely supports public-sector and utility clients through wastewater master planning, flow projections, capacity evaluations, collection system assessments, force main routing studies, pump station planning, alternatives analysis, preliminary engineering reports (PERs), cost estimating, permitting, funding coordination, and implementation planning.

For Greenville Utilities, this experience is particularly relevant to assignments involving wastewater collection and conveyance planning, regional service evaluations, gravity sewer improvements, force main infrastructure, pump stations, treatment capacity considerations, and infrastructure improvements needed to support industrial and economic development initiatives. Our team routinely evaluates system capacity, identifies infrastructure constraints, develops phased improvement strategies, and prepares implementation plans that support informed investment decisions while maintaining reliable utility service.

INDUSTRIAL SITE READINESS & ECONOMIC DEVELOPMENT EXPERIENCE

Thomas & Hutton has supported some of the Southeast's largest industrial and economic development projects, including Hyundai Motor Group Metaplant America, North Fork Commerce Park, Southeast Crossroads Industrial Park, Scout Motors Manufacturing Facility, Joe Britt Warren Business and Industrial Park, Volvo Cars Manufacturing Facility, Candor West Industrial Site, and Brunswick BID Industrial Park. These assignments have included wastewater demand analyses, utility provider evaluations, infrastructure routing studies, preliminary engineering, cost estimating, funding support, and implementation strategies necessary to support industrial recruitment and long-term growth.

FUNDING & IMPLEMENTATION EXPERIENCE

Our team has extensive experience supporting grant-funded and publicly funded utility infrastructure initiatives. Services have included development of opinions of probable construction cost, funding coordination, grant application support, implementation planning, and project delivery assistance associated with ARPA, GEFA, Rural Infrastructure Authority, North Carolina Railroad Build Ready Sites Program, and North Carolina's Southeast-funded initiatives.

RELEVANT EXPERIENCE MATRIX

Relevant Experience	T&H Experience
Wastewater Demand Projections	✓
Wastewater Capacity Evaluations	✓
Collection System Planning	✓
Gravity Sewer Systems	✓
Force Main Systems	✓
Pump Stations	✓
Utility Provider Evaluations	✓
Preliminary Engineering Reports	✓
Infrastructure Alternative Analysis	✓
Cost Estimating	✓
Industrial Site Readiness	✓
Funding Assistance	✓
Megasite Utility Planning	✓



REPRESENTATIVE PROJECT EXPERIENCE

BRYAN COUNTY MEGASITE SEWER *Bryan County, Georgia*



The Hyundai Motor Group Metaplant America required significant utility infrastructure improvements to support one of the largest advanced manufacturing developments in the southeastern United States. Thomas & Hutton provided planning, engineering design, permitting, bidding, and construction-phase services for water and wastewater infrastructure serving the Bryan County Mega-Site.

Improvements included upgrades to the existing Interstate Centre well, an Interstate-16 water main crossing, temporary on-site sewer service, a 2.0-MG composite elevated water storage tank, a new 1,800-gpm municipal well, approximately 15,000 LF of 30-inch water transmission main, a 7,000-gpm regional sewage pump station, approximately 20,000 LF of 24-inch force main, and approximately 3,500 LF of 30/36-inch gravity sewer.

Thomas & Hutton also assisted with funding coordination efforts supporting ARPA, GEFA, bond, and local funding participation.

Challenge

Deliver critical utility infrastructure on an accelerated schedule to support a transformational industrial development while coordinating multiple stakeholders, funding partners, and utility improvements.

Our Role

Developed water and wastewater infrastructure improvements that supported one of the Southeast's largest industrial developments while positioning the Bryan County Mega-Site for future growth.

Recognition

2025 ACEC Georgia Engineering Excellence Honor Award

CLIENT

Bryan County Board of Commissioners
Kirk Croasmun
(912) 756-7953
kcroasmun@bryancounty.gov

SERVICES PROVIDED

- » Utility Planning
- » Hydraulic Modeling
- » Engineering Design
- » Water Transmission
- » Water Storage
- » Sewer Conveyance
- » Funding Assistance
- » Construction Services

Key Personnel & Role

- » Matthew Fraizer, PE
Project Manager
- » Lisa Muzekari, PE
Lead Utility Infrastructure Advisor
- » Dale Culbreth
Grant Administrator

REPRESENTATIVE PROJECT EXPERIENCE

SCOUT MOTORS PRODUCTION CENTER

Richland County, South Carolina



The Scout Motors Manufacturing Facility represents one of South Carolina's largest economic development projects and required extensive utility infrastructure planning to support future manufacturing operations. Thomas & Hutton provided site feasibility, due diligence, master planning, engineering, and permitting services for the approximately 1,100-acre automotive manufacturing facility and associated rail yard.

Services included utility infrastructure planning, relocation of existing utilities, and extension of water and sewer infrastructure necessary to support the facility and future operations. Thomas & Hutton also provided engineering and permitting services supporting mass grading, roadway improvements, and site readiness efforts needed to advance the project on an accelerated schedule.

Challenge

Plan and coordinate utility infrastructure improvements necessary to support a major manufacturing facility while meeting aggressive development and construction schedules.

Our Role

Provided the planning, due diligence, and infrastructure evaluations needed to advance site readiness and support future utility demands for a large-scale industrial development.

Recognition

2023 Business Facilities Deal of the Year Silver Award recipient.

CLIENT

Richland County Economic Development

Jeff Ruble, Director

(803) 576-1368

ruble.jeffret@richlandsc.gov

SERVICES PROVIDED

- » Utility Planning
- » Site Readiness
- » Due Diligence
- » Preliminary Engineering
- » Utility Infrastructure Design
- » Permitting
- » Master Planning
- » Infrastructure Coordination

Key Personnel & Role

- » Lisa Muzekari, PE
Project Manager
- » Dale Culbreth
Grant Administrator

REPRESENTATIVE PROJECT EXPERIENCE

SOUTHEAST CROSSROADS INDUSTRIAL PARK

Lumberton, North Carolina



The Southeast Crossroads Industrial Park was developed to support future industrial growth in Lumberton and provide a development-ready site capable of accommodating new employers and economic investment. Critical utility infrastructure improvements were required to transform the previously undeveloped property into a marketable industrial destination.

Thomas & Hutton provided engineering design, construction administration, and construction observation services for utility and transportation improvements serving the industrial park. Wastewater improvements included approximately 4,000 LF of gravity sewer, a pump station, and approximately 5,000 LF of sewer force main. Thomas & Hutton also prepared cost estimates supporting a Rural Infrastructure Authority grant application and coordinated infrastructure improvements necessary to support future industrial development.

Assisted with cost estimating to support a Rural Infrastructure Authority grant application for water and sewer infrastructure improvements.

Challenge

Develop reliable wastewater infrastructure capable of supporting future industrial growth while establishing the utility framework necessary for long-term site development.

Our Role

Evaluated wastewater needs and developed infrastructure recommendations that transformed a greenfield site into a development-ready industrial park.

CLIENT

City of Lumberton
Rob Armstrong, Public Works
(910)-671-3851
rarmstrong@ci.lumberton.nc.us

SERVICES PROVIDED

- » Utility Planning
- » Wastewater Planning
- » Pump Station Design
- » Sewer Conveyance
- » Preliminary Engineering
- » Cost Estimating
- » Grant Support
- » Construction Administration

Key Personnel & Role

- » Mike Barnes, PE
Principal-in-Charge

REPRESENTATIVE PROJECT EXPERIENCE

JOE BRITT WARREN BUSINESS & INDUSTRIAL PARK *Newton Grove, North Carolina*



The Joe Britt Warren Business and Industrial Park is a proposed 210±-acre industrial development strategically located adjacent to I-40 (Exit 341) in Sampson County. Thomas & Hutton is providing master planning, supplemental design, and preliminary engineering services to support site readiness and position the property for future industrial and commercial investment.

Services include site planning, wastewater infrastructure evaluation, transportation analysis, and preliminary engineering to support future development. Thomas & Hutton is preparing an illustrative masterplan identifying developable acreage, evaluating existing wastewater infrastructure, and developing preliminary engineering reports and cost estimates to support future site readiness and utility improvements.

Master planning and supplemental engineering services are supported through funding provided by North Carolina's Southeast.

Challenge

Evaluate and position a large undeveloped site for future industrial and commercial development while identifying the infrastructure improvements necessary to support long-term growth.

Our Role

Developing the planning and infrastructure framework needed to position the site for future industrial investment and economic development.

CLIENT

Sampson County
Stephanie Barrington
(910) 592-8921
sbarrington@sampsonedc.com

SERVICES PROVIDED

- » Master Planning
- » Site Readiness
- » Preliminary Engineering
- » Utility Planning
- » Utility Evaluation
- » Traffic Impact Study
- » Cost Estimating
- » Infrastructure Planning

Key Personnel & Role

- » Timothy Downs
Economic Development
- » Mike Barnes, PE
Project Manager

REPRESENTATIVE PROJECT EXPERIENCE

NORTH FORK COMMERCE PARK *Aiken County, South Carolina*



Thomas & Hutton provided utility master planning and infrastructure evaluation services for North Fork Commerce Park, a proposed 1,884-acre industrial development in eastern Aiken County. The project focused on identifying reliable and cost-effective water and wastewater service strategies to support future industrial growth and site readiness.

Services included evaluation of regional water and wastewater providers, utility capacity analyses, infrastructure routing, cost estimating, and implementation planning. Thomas & Hutton assessed provider capabilities, required infrastructure improvements, service costs, and delivery options to support approximately 3.0 MGD of water demand and 2.6 MGD of wastewater flow. Recommended improvements included approximately 90,000 LF of 16-inch water main, a booster pump station, elevated storage tank, approximately 36,000 LF of 12-inch force main, and a regional pump station connection.

Challenge

Identify viable water and wastewater service strategies for a large industrial megasite while balancing capacity, infrastructure requirements, cost, and implementation schedules.

Our Role

Developed utility planning strategies and infrastructure recommendations that established a path for reliable water and wastewater service to a future industrial megasite.

CLIENT

Western SC Economic
Development Partnership
Will Williams
(803) 641-3300
will@westernsc.org

SERVICES PROVIDED

- » Utility Master Planning
- » Utility Capacity Analysis
- » Water Planning
- » Wastewater Planning
- » Preliminary Engineering
- » Infrastructure Evaluation
- » Cost Estimating
- » Site Readiness Planning

Key Personnel & Role

- » Lisa Muzekari, PE
Principal-in-Charge

Understanding & Approach To The Project

Greenville Utilities Commission (GUC) is advancing targeted due diligence for providing sewer service to the Pitt County-North Megasite. The site consists of more than 8,300 acres, of which 3,300 acres were rezoned to receive the potential megasite. GUC is seeking a qualified engineering consultant to perform comprehensive due diligence for providing long-term wastewater service to this potential megasite. This effort will culminate in a Preliminary Engineering Report (PER) that verifies the existing system capacity, projects phased industrial wastewater demands, evaluates feasible service alternatives and recommends a cost effective, environmentally responsible, and expandable solution that protects existing customers while supporting large-scale economic development.

The Megasite represents a transformation of industrial development with highly variable wastewater demand profiles depending on the tenant type. The PER must therefore balance conservative planning assumptions, phased infrastructure implementation, regulatory compliance, and constructability, while ensuring that near-term Phase I investments remain compatible with future expansion, including potential treatment capacity upgrades and downstream system capacity.

Task 1 - Data Collection & Site Investigation

We will initiate the project with a comprehensive data collection effort including, review of all available GUC mapping, GIS data, as-builts, prior studies, hydraulic models, field reconnaissance of existing sewer infrastructure, and coordination with GUC staff to confirm available data, downstream capacity, and identify known system constraints. This effort establishes a verified and accurate baseline for subsequent modeling and alternatives analysis.

Task 2 - Existing Infrastructure Capacity Analysis

Using all the information gathered in Task 1, we will evaluate available conveyance and treatment capacity under current and projected conditions. We will be able to identify hydraulic bottlenecks and operational issues that may be exacerbated by Megasite development from the models. The model results will allow us to assess impacts on downstream infrastructure and facilities and be able to identify system limitations that will influence the service to the Megasite alternatives.

Task 3 - Wastewater Demand Projections

Projected wastewater demands will be developed using a phased planning framework which will establish a range of reasonable industrial tenant scenarios consistent with Megasite Readiness Program assumptions. We will evaluate the sensitivity of infrastructure sizing to demand variability.

Task 4 - Alternatives Analysis

We will identify and evaluate multiple feasible wastewater service alternatives which would include combinations of gravity sewer extensions, new or upgrades of pump stations, force mains, and downstream or plant capacity upgrades. Each alternative will be evaluated based on technical feasibility, capacity and reliability, environmental impacts, permitting complexity, capital cost, and long-term expandability. We understand that GUC places extreme importance on cost-effective solutions that heavily consider environmental impacts. It will be our mission to align these priorities with ours as we evaluate possible scenarios for extending and upgrading the existing infrastructure. We will present the most feasible options to GUC along with data-driven support for these recommendations.

Task 5 - Preliminary Design and Cost Estimating

For the recommended alternative, we will prepare preliminary routing and determine key design criteria, planning-level construction costs, and future Phase II expansion triggers. We have an abundance of recent cost estimating data in this region and we are ready to apply that to this project to generate accurate cost estimates to further guide decision making. It is our understanding that we are to focus on only Phase I improvements for cost estimating purposes.

Task 6 - Regulatory & Grant Compliance Support

We will identify applicable local, state, and federal permitting requirements and support for grant documentation and reimbursement tracking. We will ensure compliance with procurement and environmental requirements. This task will ensure that the PER is suitable for funding applications and future implementations.

Task 7 - Regulatory & Grant Compliance Support

We will prepare a comprehensive draft PER summarizing all findings, alternatives, recommendations, and costs. Following review and comments from GUC, we will finalize the PER incorporating all feedback and submit a funding-ready final PER by the required deadline.



PROJECT SCHEDULE

Milestone	Completion	Manhours
Notice to Proceed	July 2026	40 Hours
Data Collection & Site Investigation	August – October 2026	150 Hours
Existing System Capacity Analysis	September – November 2026	220 Hours
Demand Projections & Phasing Analysis	October – December 2026	200 Hours
Alternatives Development & Evaluation	January - March 2027	280 Hours
Preliminary Design & Cost Estimates	March - April 2027	240 Hours
Draft PER Submission	May 2027	120 Hours
GUC Review	June 2027	20 Hours
Finalize PER and Submission	July – October 2027	100 Hours



Our role is to leverage decades of utility planning experience to identify practical, phased solutions that support Greenville Utilities' long-term growth objectives while protecting system reliability.



THOMAS & HUTTON REFERENCES

MONTGOMERY COUNTY ECONOMIC DEVELOPMENT

Savannah Heath

(910) 576-4221 ext 1308

savannah.heath@montgomerycountync.gov

BRUNSWICK BUSINESS & INDUSTRY DEVELOPMENT (BBID)

William "Bill" Early

(910) 408-1603

bill.early@brunswickbid.com

CITY OF LUMBERTON

Brandon Love

(910) 671-3805

blove@ci.lumberton.nc.us

BRYAN COUNTY BOARD OF COMMISSIONERS

Kirk Croasmun

(912) 756-7953

kcroasmun@bryancountyga.gov

WESTERN SOUTH CAROLINA ECONOMIC DEVELOPMENT PARTNERSHIP

Will Williams

(803) 641-3300

will@westernsc.org

ATTACHMENT #1

RFQ Acknowledgement and Signature Form

RFQ No.: 26-26, Professional Engineering Services Related to the Wastewater Service Due Diligence Preliminary Engineering Report of the Pitt County Megasite North Development

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with Greenville Utilities Commission in Greenville North Carolina perform the work listed in this RFQ, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFQ: _____

Acknowledgement and Signature:

1. No submittal is valid unless signed in ink by the person authorized to make the submittal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFQ. The undersigned agrees to furnish the services stipulated in this RFQ.

Respondent's Name and Title:

Company Name: Thomas & Hutton Engineering Co.

Address: Metropolitan Avenue, Suite , Charlotte, NC 28204 Telephone: _____
980-201-5505

Email: thompson.t@tandh.com

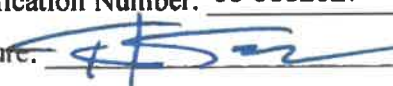
Contractor License # (if applicable): N/A

Fax: N/A

Cell Number: N/A

Expiration Date: N/A

Federal Tax Identification Number: 58-0652827

Authorized Signature:  Date: 06/08/2026

ATTACHMENT #2

TERMS AND CONDITIONS

GUC reserves the right to reject all Qualifications or accept such Qualifications, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFQ.

PROPOSER INCURRED COSTS

All costs that may be incurred to prepare Qualifications, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection or negotiation stages.

MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogation's, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

GOVERNING LAWS

All requests, contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

ADMINISTRATIVE CODE

Bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

SAFETY STATEMENTS

Safety Culture Commitment Statement:

At Greenville Utilities, we are committed to a culture of safety that prioritizes the well-being of our employees, contractors, and the communities we serve.

We believe that everyone deserves to work in a safe environment, and we are dedicated to fostering a culture where **safety is a core value, not just a priority.**

Here's what that means to us:

- **Employee and Contractor Safety:** We are committed to providing a safe work environment for all employees and contractors. We will invest in safety training, resources, and equipment to prevent accidents and injuries.
- **Open Communication:** We encourage open and honest communication about safety concerns. We believe everyone has a right and responsibility to speak up about unsafe work practices and potential hazards.
- **Continuous Improvement:** We are committed to continuous improvement in safety performance. We will learn from incidents and near misses, and we will actively seek ways to improve our safety processes and procedures.
- **Accountability:** We hold ourselves and our contractors accountable for safe work practices. This includes providing clear safety expectations, enforcing safety rules, and recognizing safe behavior.
- **Collaboration:** We believe in working collaboratively with employees, contractors, and regulatory agencies to achieve the highest level of safety.

Our commitment to safety extends beyond our employees. We work closely with our contractors to ensure they share our safety values. We expect them to implement robust safety programs, train their workers thoroughly, and adhere to all safety regulations.

We are confident that by working together, we can create a culture of safety where everyone goes home safe and healthy every day.

This commitment statement is a public declaration of our unwavering dedication to safety.

We will continue to strive for zero incidents while promoting a positive safety culture that prioritizes the well-being of everyone involved in our utility operations.

Safety Management System Commitment Statement:

At Greenville Utilities, we are unwavering in our commitment to delivering safe and reliable utility service through a robust Safety Management System (SMS). This system forms the foundation of our safety culture, ensuring the well-being of our employees, contractors, and the communities we serve.

Our SMS commitment emphasizes:

- **Zero Incidents:** We believe all incidents are preventable. We strive for zero incidents by proactively managing risks and continuously improving our safety practices.
- **Empowered Workforce:** We foster a culture where safety is everyone's responsibility. This includes providing comprehensive safety training for both employees and contractors, empowering them to identify and report hazards.
- **Data-Driven Decisions:** We utilize data from inspections, incident investigations, and performance metrics to make informed decisions for risk mitigation and continuous improvement of our SMS.
- **Leadership Engagement:** Our leadership team actively demonstrates a commitment to safety by participating in safety reviews, audits, and promoting safety as a core value.
- **Contractor Collaboration:** We extend our safety commitment to our contractors. We require contractors working on our system to adhere to SMS principles, participate in safety briefings, and maintain strong safety programs within their own organizations.
- **Transparent Communication:** We believe in open communication about safety. We encourage employees and contractors to report concerns without fear of reprisal. We also maintain transparent communication with stakeholders about SMS performance.

This SMS commitment is a continuous journey, not a destination. We are dedicated to regularly reviewing and updating our system to reflect best practices and emerging technologies. Through continuous improvement and a commitment to a positive safety culture, we aim to remain an industry leader in safe and reliable utility service.

Notices

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

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GUC INFORMATION TECHNOLOGY CONTRACT PROVISIONS

In accepting this Order (“Order”), your company (the “VENDOR”), acknowledges and agrees to abide by the Terms and Conditions set forth below. In the event that a binding written contract signed by both the VENDOR and Greenville Utilities Commission of the City of Greenville (GUC) exists, the terms and conditions of this agreement shall supersede any conflicting terms and conditions of the aforementioned contract.

1. INFORMATION SECURITY

- 1.1** VENDOR agrees to ensure its software and services comply with all applicable laws and regulations. VENDOR shall, at no additional charge, promptly furnish any updates to the software and services necessary for compliance with any changes in laws or regulations during the terms of this Agreement.
- 1.2** GUC may, at its expense and for reasonable grounds, require VENDOR to participate in audits and tests relative to GUC and/or services provided by VENDOR on behalf of the GUC.
- 1.3** VENDOR will take every reasonable precaution to ensure the services and software do not introduce nor contain any virus or similar code that may destroy, modify, alter or cause destruction, modification, or alteration in whole or in part, of any GUC data, equipment, networks, software or utility infrastructure.
- 1.4** VENDOR agrees to allow GUC access to system security logs that affect this contract, its data, and/or its processes. The VENDOR must provide self-service log reporting or review option, or the VENDOR must produce logs based on regulatory retention requirements of data held (e.g. PCI, HIPAA, etc.)
- 1.5** The parties agree that the vendor will provide certain services to, for, or on behalf of GUC involving the use or disclosure of Protected Health Information (PHI), as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA). As such, the parties agree to the attached Business Associate Agreement.
- 1.6** Notification of security incident or data breach: GUC requires notification of event no later than twenty-four (24) hours after initial identification by VENDOR, when any data protection is compromised, or security incident occurs which may impact GUC. Unauthorized access or disclosure of non-public data is considered a breach. The VENDOR will provide notification to the GUC as soon as it is aware of the breach. If the VENDOR is liable for the loss, the VENDOR shall bear all costs associated with the investigation, response, and recovery from the breach. The breach must be communicated to GUC Information Security Officer (ISO).
- 1.7** Notification of confirmed security vulnerabilities: GUC requires notification within a risk-informed timeframe based on the Common Vulnerability Scoring System (CVSS) or mutually agreeable alternate process. These timeframes are as follows:
 - i. Critical (9.0-10.0) - twenty-four (24) hours after initial identification by VENDOR
 - ii. High (7.0-8.9) - forty-eight (48) hours after initial identification by VENDOR

- iii. Medium (4.0-6.9) - seventy-two (72) hours after initial identification by
VENDOR
- iv. Low (0.1-3.9) - seventy-two (72) hours after initial identification by VENDOR

1.8 Prior to the effective date of this agreement, VENDOR will, at its expense conduct or certify that the following certifications have been performed:

- i. Attestation under HIPAA, PCI, DSS and/or FedRAMP (NIST, FIPS 200 and SP800-53, ISO 27001, SOC), where applicable
- ii. A SOC 2 audit of VENDORS security policies, procedures and controls, to be reviewed and assessed by GUC or its agent, or complete a GUC provided security assessment. The SOC 2 and/or security assessment must report on security controls of the solution/application and/or services to be provided.
- iii. A vulnerability scan performed by a third-party service of VENDOR systems under this agreement.
- iv. A formal penetration test performed by a process and qualified personnel of VENDOR systems under this agreement.
- v. VENDOR will provide GUC the reports or other documentation resulting from the above audits, certifications, scans and tests within thirty (30) calendar days of VENDOR's receipt of such results. Based on the results of the above audits, certifications, scans and tests, VENDOR will, if the results require, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligation under this Agreement and provide GUC with written evidence of remediation.
- vi. GUC may, at its expense and reasonable grounds, require VENDOR to perform additional audits and tests within a mutually agreeable timeframe not to exceed thirty (30) calendar days, the results of which will be provided to GUC within seven (7) business days of VENDOR's receipt of results.
- vii. VENDOR shall protect GUC data against deterioration or degradation of data quality and authenticity, including, but not limited to, annual third-party data integrity audits performed by an independent, external organization to determine the VENDOR's compliance with standards

1.9 VENDOR agrees to allow GUC (or a designated third-party selected by GUC) the opportunity to perform an onsite inspection of the VENDOR's infrastructure and security practices on an annual basis.

1.10 GUC reserves the right to review the infrastructure and security specifications of the VENDOR in written format on an annual basis.

2. NETWORK SECURITY

2.1 VENDOR agrees at all times to maintain network security that, at a minimum, includes network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Likewise, VENDOR agrees to maintain network security that conforms to

generally recognized industry standards and best practices that VENDOR then applies to its own network.

3. INTEGRATION & SINGLE SIGN ON

- 3.1** The application must integrate with Azure Active Directory (Azure ID/Entra ID) using Security Assertion Mark-up Language (SAML), or other industry standard authentication technology as pre-approved by GUC, to provide authentication and single sign on (SSO) services. GUC and VENDOR will exchange the necessary information to configure and test (SSO) prior to implementation in the production environment.

4. USER AUTHENTICATION AND ACCESS RIGHTS

- 4.1** All facilities used to store, and process GUC data will implement and maintain administrative, physical, technical and procedural safeguards and industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the VENDOR's own data of a similar type, and in no event less than, for data of the same type and nature, during the term of this Agreement.
- 4.2** The VENDOR must take the same care to prevent the disclosure of GUC's confidential information as it takes to prevent disclosure of its own information of a similar nature. In no event, may the VENDOR take less than a reasonable degree of care.
- 4.3** VENDOR warrants that all GUC data will be encrypted in transmission and at rest (including via web interface).
- 4.4** ADA Accessibility: VENDOR warrants all digital and interactive content will meet or exceed Web Content Accessibility Guidelines (WCAG) 2.0 A and WCAG 2.0 AA conformance standards, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), the organization responsible for developing internet standards. Web accessibility means that people with disabilities can fully and equally perceive, understand, navigate, and interact with the Web as their non-disabled counterparts.

DATA LOCATION

- 4.5** GUC data, all backups shall not be located, accessed, processed or stored outside of the contiguous United States.

5. ACCEPTABLE USE

- 5.1** Confidential Information of the other party may be used by the receiving party only about the performance of or as specifically authorized by this Agreement. Each party will protect the confidentiality of Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information, including, without limitation, by entering appropriate confidentiality agreements with employees, affiliates, independent contractors and subcontractors. Access to Confidential Information will be restricted to the VENDOR's, its personnel (as well as its agents and independent contractors) engaged in a use permitted under this Agreement. Confidential Information may not be copied or reproduced without the disclosing party's prior written consent, except as necessary for use about this Agreement.

- 5.2 GUC data cannot be used or modified outside of the terms of this agreement without written consent of those actions to be performed.
- 5.3 Subject to the provisions governing all Confidential Information made available under this Agreement, including copies thereof, will be returned or certified destroyed upon the termination of this Agreement or immediately upon the other party's request; provided, that, subject to the terms of this Section, each party may retain copies of the other party's Confidential Information required for its compliance with its record keeping or quality assurance requirements.

6. PUBLIC RECORDS

- 6.1 Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that GUC is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any information that is not otherwise protected by law is a public record under North Carolina law and may be released and disclosed GUC pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Agreement, nor shall GUC be liable to the VENDOR for such release or disclosure. In the event GUC receives a request for disclosure of Confidential Information which the VENDOR has specifically marked "Confidential" or "Proprietary" GUC shall give the VENDOR written notice of such request (the "Notice of Request for Disclosure"). In the event the VENDOR has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the VENDOR shall within ten (10) calendar days after receipt of the Notice of Request for Disclosure notify GUC in writing of its objection to disclosure and the basis therefor. The VENDOR shall indemnify, defend and hold harmless GUC from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by GUC in connection with any refusal by GUC to disclose Confidential Information after receiving an objection to disclosure from the VENDOR. If GUC receives no written objection from the VENDOR within ten (10) calendar days after the VENDOR's receipt of a Notice of Request for Disclosure, GUC shall disclose the Confidential Information referenced in the Notice of Request for Disclosure. Notwithstanding the foregoing, the parties agree that the computer database information that GUC is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that GUC shall be entitled to disclose such information without notice to the VENDOR.
- 6.2 In accordance with the North Carolina electronic data-processing records law N.C.G.S. §132-6-1, all software and documentation provided by the VENDOR or its subcontractors is subject to potential public inspection and examination.
- 6.3 All Software and Documentation provided by the VENDOR or its subcontractors will have sufficient information to enable GUC to create an index containing the following information with respect to each database used by the System without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The

VENDOR agrees that the GUC may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes. (f) All Documentation for the Products and the System is and will be in all material respects complete and accurate, and will enable data processing professionals and other GUC employees with ordinary skills and experience to utilize the Products and the System for the expressed purpose for which they are being acquired by GUC.

7. DATA RETENTION AND DELETION

- 7.1** Any data entered, loaded and stored in the software are property of GUC. The VENDOR shall provide the GUC a copy of its data for any reason, and at the termination of the services, at no cost to the GUC.
- 7.2** In the event of an emergency or time-sensitive situation, the VENDOR shall provide GUC the ability to completely retrieve the data from the cloud within twenty-four (24) hours.
- 7.3** RETURN OF CONFIDENTIAL INFORMATION: The VENDOR will return or destroy GUC's confidential information in all forms and types of media and provide written confirmation or certification of such destruction within thirty (30) calendar days. If the data is returned to GUC, the VENDOR shall provide the data in the file format agreeable to GUC.
- 7.4** RECORDS RETENTION: To ensure compliance with data retention schedules, the VENDOR will retain data according to retention schedules specified and shall return or destroy GUC's records as requested when allowed by law.

8. BUSINESS CONTINUITY

- 8.1** VENDOR must provide documented evidence of disaster recovery and business continuity plans. Such plans shall be made available to GUC's upon request for inspection of documentation. If documentation is unavailable, or has not addressed findings in a timely manner, the VENDOR shall be assessed a penalty, up to termination of agreement, for failure in complying with GUC's minimum requirements, as discovered through inspections, audits, or actual disasters.
- 8.2** VENDOR agrees that any and all data stored, processed, or maintained for GUC will be backed up to a geographically diverse location at a minimum of once per day. VENDOR agrees to provide certification of successful disaster recovery testing upon request of GUC.

9. WARRANTY

- 9.1** VENDOR warrants that during the warranty period product and services will be provided according to industry standards.
- 9.2** VENDOR warrants to GUC that during the applicable warranty period software and services will conform to the operation in accordance with the documentation in all material respects; and services will be carried out according to industry standards in a professional workmanlike manner by qualified personnel.

10. THIRD PARTY VENDORS

10.1 The VENDOR shall inform GUC of any outsourced functionality and its VENDOR.

10.2 Unless otherwise stated within this agreement, no assignment of the contract or components of the contract can occur without explicit, written agreement from GUC. If portions of the service are provided by a third party, the VENDOR is directly responsible for all terms of the contract, regardless of outsourced functions.

11. EXIT

12.1 VENDOR further agrees that following successful transmission of all data to GUC, any and all GUC data will be erased, destroyed, and rendered unrecoverable and certify in writing that these actions have been completed within thirty (30) calendar days of the termination of this Agreement. At a minimum, a "clear" media sanitization is to be performed in accordance to standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization. During the period between termination of the Agreement and authorization for destruction, all security measures must remain intact, including, but not limited to, encryption, backup, and storage.

12. INSURANCE

13.1 Coverage – During the term of the contract, the VENDOR at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

13.1.1 Workers' Compensation – The VENDOR shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all VENDOR's employees who are engaged in any work under the contract. If any work is sublet, the VENDOR shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

13.1.2 General Liability – The VENDOR shall provide and maintain Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

13.1.3 Automobile – The VENDOR shall provide and maintain Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection the contract with a minimum combined single limit of \$1,000,000 per accident.

13.1.3 Network Security & Privacy Liability (Cyber) The VENDOR shall maintain cyber liability insurance with limits of \$3,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber liability insurance shall not include any exclusion or restriction for unencrypted portable devices or other media. VENDOR shall provide evidence of continuation or renewal for a period of two (2) years following termination of the Agreement.

13.2 Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. 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 to do business in North Carolina by the Commissioner of Insurance. The VENDOR shall at all

times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the VENDOR shall not be interpreted as limiting the VENDOR's liability and obligations under the contract. With the exception of Network Security & Privacy Liability (Cyber) Insurance, it is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC's Procurement Manager.

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Exceptions to Terms and Conditions:

- Indemnity Provision – Thomas & Hutton can agree to indemnify and hold harmless, but not defend, the listed parties but only to the extent they are finally determined by a court of competent jurisdiction to have been caused by the negligent acts or omissions of Thomas & Hutton, its employees and its consultants (collectively, “Consultant”) in the performance of professional services under an executed agreement with GUC.
- GUC Information Technology Contract Provisions –
 - 1.4 - Thomas & Hutton will provide audit logs at the request of GUC.
 - 1.8.i - Thomas & Hutton is not bound to any security certifications, but we will make all reasonable efforts to secure our environment from both external threats and internal lateral movement.
 - 1.8.ii - Thomas & Hutton is not bound to SOC 2 requirements.
 - 1.8.vii – Thomas & Hutton cannot agree to this provision and the provision itself is not applicable to water and sewer consulting engineering services.
 - 3.1 - Not applicable to water and sewer consulting engineering services.
 - 7.1 – Thomas & Hutton’s construction documents, including electronic files, are work papers of Thomas & Hutton and the Thomas & Hutton’s instruments of professional service. Nevertheless, the final construction documents prepared under an agreement with GUC shall become the property of GUC upon completion of the services and payment in full of all monies due to Thomas & Hutton. GUC shall not reuse or make any modification to the construction documents without the prior written authorization of Thomas & Hutton. GUC must to the fullest extent permitted by law, to defend, indemnify and hold harmless Thomas & Hutton, its officers, directors, employees and subconsultants (collectively, “Consultant”) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by GUC or any person or entity that acquires or obtains the construction documents from or through GUC without the written authorization of the Consultant. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the

Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

ATTACHMENT #3

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a RFQ for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said RFQ and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. X After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said RFQ and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFQ and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. X After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. Employ less than twenty-five (25) employees in the State of North Carolina. Specify subcontractor: _____

Thomas & Hutton Engineering Co. (Company Name)

By: Trent Thompson, PE (Typed Name)

 (Authorized Signatory)

Chief Operating Officer (Title)

06/08/2026 (Date)

It is certified that this Proposal/RFQ is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Firm Name Thomas & Hutton Engineering Co. Phone (980) 201-5505

Address 1111 Metropolitan Avenue, Suite 500

City Charlotte State NC Zip Code 28204

Fax () N/A E-Mail thompson.t@tandh.com

Authorized Official Trent Thompson, PE Title Chief Operating Officer
Typed Name



Signature

Date 06/08/2026

**Your submittal should be received no later than
June 9, 2026 at 3:00 pm (EDT).**

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