



CITY OF LUMBERTON

CITY COUNCIL

AGENDA • APRIL 21, 2021

Special Meeting

Third Floor Conference Room

11:00 AM

500 N Cedar St, Third Floor, Lumberton, NC 28358

Mayor Bruce W. Davis

Councilmember Leroy Rising, Mayor Pro Tem
Councilmember Melissa Robinson, Precinct 2
Councilmember John Carroll, Precinct 3
Councilmember Karen Higley, Precinct 4

Councilmember John Cantey, Precinct 5
Councilmember Chris Howard, Precinct 6
Councilmember Eric Chavis, Precinct 7
Councilmember Owen Thomas, Precinct 8

STAFF:

Wayne Horne, City Manager
Brandon Love, Deputy City Manager
Holt Moore, City Attorney
Laney Mitchell-McIntosh, City Clerk

I. CALL TO ORDER

B. Invocation

II. AGENDA ITEMS

- A. Approval of Bid for CDBG-NR Reconstruction Contracts – Brian Nolley, CDBG Administration
- B. Engineer Selection for the I-74 Industrial Park – Rob Armstrong, Public Works Director
- C. Approval of Municipal Agreement Between the City of Lumberton and NCDOT for the I-95 Widening and Elevation Project – Brandon Love, Deputy City Manager
- D. Adopt a Resolution Requesting the North Carolina Department Board of Transportation Place Signage at the Entrances to Lumberton – Wayne Horne, City Manager
- E. Approve the designation of \$500.00 of CRF for Dedication of STEM Building in Honor of Deceased Reverend T. Shedrick Byrd – John Cantey, Precinct 5

III. CLOSED SESSION

IV. ADJOURNMENT

Lumberton City Council
Lumberton, North Carolina



REQUEST FOR CC ACTION

Meeting Date: April 21, 2021

Originated By: Planning / Inspections
Subject: CDBG-NR Reconstruction Contract

Submission Date: April 16, 2021

Summary/Background of Subject Matter -

The Planning Department received bids on April 15, 2021, for the rehabilitation of three houses under the City's Community Development Block Grant – Neighborhood Revitalization program. The lowest bidder Holland Construction (Owner Thomas J. Holland) for 2 homes located at 218 Center Street at \$121,000.00 and 1004 Coree St. at \$140,700.00. The lowest bid for 514 Godwin Ave. was Nash Locklear Construction Company at \$148,550.00.

Recommendation for CC Consideration:

The Planning Department recommends awarding contracts to the lowest bidder Holland Construction Company for 218 Center St. (\$121,000.00 and 1004 Coree Street (\$140,000.00). We recommend awarding the lowest bid for 514 Godwin Avenue to Nash Locklear Construction Company in the amount of \$148,550.00.

Signature: *Brian Nolley*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

THE ADAMS COMPANY INC.
ENGINEERING AND DESIGN
708 Abner Phillips Road
Warsaw, NC 28398
Phone (910) 293-2770
Fax (910) 293-2766
Firm License No. C-4438

MEMO

To: Brian Nolley

From: Jerry Adams

Subject: Recommendation of Award
Lumberton CDBG-NR Reconstruction
Contract Sone & Michael Coleman

Date: April 16, 2021

On April 15, 2021 at 2:00 pm bids were received at the Lumberton City Hall. The Bids were opened and read aloud. Attached is the Bid Tabulation Summary and a Notice of Award.

Based on the information on the Bid Tabulation Summary, it is recommended that the City award Contract Michael Coleman to the lowest responsible bidder, Holland Construction Company (Owner Thomas J. Holland) at his bid price of \$121,000.00.

Please present this to the Board and upon Board approval have the Mayor sign the Notice of Award and forward me a copy.

Attachment: Notices of Award (3241 : CDBG-NR Reconstruction Contract)

SECTION 00350
NOTICE OF AWARD

To: Holland Construction Co.
Thomas J. Holland
P.O. Box 182
Chinquapin, NC 28521

PROJECT Description:

City of Lumberton CDBG-NR Reconstruction Project: Contract Michael Coleman
218 Center St.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated March 31, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$121,000.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20_____.

Owner: City of Lumberton

By: _____

Name: Bruce W. Davis

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this the _____ day of _____, 20 ____.

By: _____

Name: _____

Title: _____

END OF SECTION

Attachment: Notices of Award (3241 : CDBG-NR Reconstruction Contract)

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ENGINEERING AND DESIGN
708 Abner Phillips Road
Warsaw, NC 28398
Phone (910) 293-2770
Fax (910) 293-2766
Firm License No. C-4438

MEMO

To: Brian Nolley

From: Jerry Adams

Subject: Recommendation of Award
Lumberton CDBG-NR Reconstruction
Contract Saralene Britt

Date: April 16, 2021

On April 15, 2021 at 2:00 pm bids were received at the Lumberton City Hall. The Bids were opened and read aloud. Attached is the Bid Tabulation Summary and a Notice of Award.

Based on the information on the Bid Tabulation Summary, it is recommended that the City award Contract Saralene Britt to the lowest responsible bidder, Holland Construction Company (Owner Thomas J. Holland) at a negotiated bid price of \$140,700.00.

Please present this to the Board and upon Board approval have the Mayor sign the Notice of Award and forward me a copy.

Attachment: Notices of Award (3241 : CDBG-NR Reconstruction Contract)

SECTION 00350
NOTICE OF AWARD

To: Holland Construction Co.
Thomas J. Holland
P.O. Box 182
Chinquapin, NC 28521

PROJECT Description:

City of Lumberton CDBG-NR Reconstruction Project: Contract Saralene Britt
1004 Coree St.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated March 31, 2021 and Information for Bidders.

You are hereby notified that your negotiated BID has been accepted for items in the amount of \$140,700.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20_____.

Owner: City of Lumberton

By: _____

Name: Bruce W. Davis

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this the _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

END OF SECTION

Attachment: Notices of Award (3241 : CDBG-NR Reconstruction Contract)

THE ADAMS COMPANY INC.
ENGINEERING AND DESIGN
708 Abner Phillips Road
Warsaw, NC 28398
Phone (910) 293-2770
Fax (910) 293-2766
Firm License No. C-4438

MEMO

To: Brian Nolley

From: Jerry Adams

Subject: Recommendation of Award
Lumberton CDBG-NR Reconstruction
Contract Shirley Wilkerson

Date: April 16, 2021

On April 15, 2021 at 2:00 pm bids were received at the Lumberton City Hall. The Bids were opened and read aloud. Attached is the Bid Tabulation Summary and a Notice of Award.

Based on the information on the Bid Tabulation Summary, it is recommended that the City award Contract Shirley Wilkerson to the lowest responsible bidder, Nash Locklear Construction (Owner Nash Locklear) at his bid price of \$148,550.00.

Please present this to the Board and upon Board approval have the Mayor sign the Notice of Award and forward me a copy.

Attachment: Notices of Award (3241 : CDBG-NR Reconstruction Contract)

SECTION 00350
NOTICE OF AWARD

To: Nash Locklear Construction Company, Inc.
Nash Locklear
1313 W. Carthage Rd.
Lumberton, NC 28358

PROJECT Description:

City of Lumberton CDBG-NR Reconstruction Project: Contract Shirley Wilkerson
514 Godwin Ave.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated March 31, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$148,550.00.

You are required by the Information for BIDDERS to execute the certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20_____.

Owner: City of Lumberton

By: _____

Name: Bruce W. Davis

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this the _____ day of _____, 20 ____.

By: _____

Name: _____

Title: _____

END OF SECTION

Attachment: Notices of Award (3241 : CDBG-NR Reconstruction Contract)

Lumberton City Council
Lumberton, North Carolina



REQUEST FOR CC ACTION

Meeting Date: April 21, 2021

Originated By: Public Works

Submission Date: April 16, 2021

Subject: Engineer Selection for the I-74 Industrial Park

Summary/Background of Subject Matter -

On Tuesday April 13 the City received proposals for engineering services for utility extensions and Infrastructure Improvements for the I-74/I-95 Industrial Park. We received three proposals: Catlin Engineers, Thomas and Hutton and The Wooten Company. Attached is the scoring for each proposal. Public Works is requesting Council to select Thomas and Hutton for these services based on their qualifications. An agreement and fee amount for the services will be brought back to Council next Wednesday, April 28th. The project is being paid for by a \$3.2 million NC Rural Infrastructure Grant.

Recommendation for CC Consideration:

Public Works is requesting Council to select Thomas and Hutton for engineering services for the I-74/I-95 Industrial Park based on their qualifications.

Signature: *Rob Armstrong*

Department: Public Works

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

RFQ - Engineering Services
I-74 & I-95 Industrial Park

		Firm				
		Catlin Engineers	Thomas & Hutton	Wooten Compnay		
Evaluation Criteria	Max Points					
Technical Approach/Understanding of Problem	25	23	24	24		
Experience of Proposed Personnel	25	24	24	24		
Experience of the Firm	25	24	24	24		
Familiarity with the Locality	25	22	24	23		
Total	100	93	96	95		

- * The RFQ was posted on the City's website and appropriately advertised
- * No other proposals were received

 4/16/21

RFQ - Engineering Services

I-74 & I-95 Industrial Park

Holt

Firm

Evaluation Criteria	Max Points	Firm			
		Catlin Engineers	Thomas & Hutton	Wooten Company	
Technical Approach/Understanding of Problem	25	21	25	23	
Experience of Proposed Personnel	25	23	24	24	
Experience of the Firm	25	23	24	23	
Familiarity with the Locality	25	22	23	23	
Total	100	89	96	94	

* The RFQ was posted on the City's website and appropriately advertised

* No other proposals were received

RFQ - Engineering Services

I-74 & I-95 Industrial Park

Firm

Evaluation Criteria	Max Points	Firm			
		Catlin Engineers	Thomas & Hutton	Wooten Company	
Technical Approach/Understanding of Problem	25	23	25	25	
Experience of Proposed Personnel	25	23	25	23	
Experience of the Firm	25	20	25	22	
Familiarity with the Locality	25	20	22	25	
Total		86	97	95	

* The RFQ was posted on the City's website and appropriately advertised

* No other proposals were received

- CATLIN HAS ONLY COMPLETED ONE PROJECT IN LUMBERTON AND INCLUDED NO INDUSTRIAL PARK PLANNING EXPERIENCE
- THOMAS-HUTTON HAS EXTENSIVE EXPERIENCE IN DESIGN & CONSTRUCTION MANAGEMENT OF NUMEROUS INDUSTRIAL AND DISTRIBUTION PARKS, AS WELL AS FIRST-HAND KNOWLEDGE OF OUR CHOSEN SITE
- THE WOOTEN COMPANY HAS TREMENDOUS EXPERIENCE IN LUMBERTON BUT IT APPEARS HAS LESS EXPERIENCE WITH INDUSTRIAL PARKS — ADDITIONALLY, DID NOT PROVIDE A PROPOSED PROJECT SCHEDULE

Lumberton City Council
Lumberton, North Carolina



REQUEST FOR CC ACTION

Meeting Date: April 21, 2021

Originated By: Planning / Inspections

Submission Date: April 16, 2021

Subject: NCDOT - City of Lumberton I-95 Municipal Agreement

Summary/Background of Subject Matter -

As most of you are aware, the NC Department of Transportation will soon be undertaking a project to widen Interstate 95 to eight lanes through Lumberton and elevate certain portions of the roadway which flooded during hurricanes Matthew and Florence. As part of this transportation project the City has requested certain "betterments" be included which will benefit our citizens and travelers through Lumberton such as, coordination with the city's floodgate project at the CSX crossing, additional corridor lighting from Exit 17 to Exit 13, a multi-use path along and other aesthetic improvements to the new Carthage Road bridge, and embossed, painted concrete medallions on each of the interstate bridges in Lumberton. The attached municipal agreement and associated cost matrix has been presented by NCDOT for consideration and approval by City Council. The reimbursements for these "betterments" shall be paid by the City, to NCDOT over a three year period beginning one year after the start of construction of the improvements.

Recommendation for CC Consideration:

The recommendation for City Council is to approve the proposed "draft" municipal agreement with NCDOT, including the attached cost matrix and authorize staff to execute the appropriate documents.

Signature: *Brandon Love*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

ROBESON COUNTY

DATE: 3/8/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: I-6064

AND

WBS Elements: 49067.3.1

CITY OF LUMBERTON

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the City of Lumberton, a local government entity, hereinafter referred to as the “Municipality”.

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project 49067.3.1, in Robeson County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of widening and pavement rehabilitation of I-95 from mile marker 13 to mile marker 22.

2. At the request of the Municipality, and in accordance with the Department's *Complete Streets Policy*, the Department shall include provisions in its construction contract for the construction of pedestrian facilities on or along Caton Rd/NC 72, Carthage Road (SR 1528), N. Roberts Avenue/NC 211, and Dawn Drive. The Department shall also include betterments as requested by the Municipality. All improvements and betterments are listed in the Table, attached as Exhibit 1. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

RESPONSIBILITIES

6. The Municipality shall be responsible for the relocation and adjustment of all municipally-owned utilities in conflict with the Project and shall exercise any rights that it may have under any

franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

- A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
- B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
- C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
- D. The Department shall not be liable for any work that the Municipality undertakes with respect to said utility relocation.

COSTS AND FUNDING

- 7. If applicable, the Department will reimburse the Municipality in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

- 8. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the Department agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms. The Municipality shall reimburse the Department all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

CONSTRUCTION

- 9. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

10. Upon completion of the Project:

- A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
- B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

11. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the pedestrian improvements and betterments, as more fully described in Exhibit 1, and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

12. In accordance with the *Complete Streets Guidelines*, the Department is responsible for all costs of pedestrian improvements that are included in an adopted comprehensive plan. The Municipality is responsible for all other requested work and any betterments. The Project construction contract will be executed as a lump sum contract with no breakdown of construction quantities and associated costs. The Municipality shall pay \$1,120,835 for the betterments. Both parties understand that there will be no adjustment to this fixed amount. The Municipality shall participate in the betterment cost as follows:

- A. The Department will invoice the Municipality for their share of the actual costs of the betterments three years after Project construction has started. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
- B. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said

Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

- C. At any time prior to final billing by the Department, the Municipality may prepay any portion of the cost by sending a check with the WBS element noted to the below address. The Department will provide a final billing based on the fixed cost, less any previous payments that have been made.

REMITTANCE ADDRESS

NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

ADDITIONAL PROVISIONS

13. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
14. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
15. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
16. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
17. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
18. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the

terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

19. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
20. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF LUMBERTON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Lumberton

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

I-6064 Municipal Agreement Items					
Item No.	Description	Location	Party Responsible for Cost	Notes	Estimated Cost to the City
1	Cooridor Lighting (Ex. 13 - Ex. 17)	Exit 13 - just south of Exit 17	City of Lumberton Betterment	NCDOT will handle all construction items for inclusion into the Design-Build contract. The City will be responsible for costs of lighting, all maintenance, operation, and cost of power consumption to operate the lighting.	\$ 800,000.00
2	Cooridor Lighting (Ex. 17 - Ex. 22)	Exit 17 - Exit 22	NCDOT	NCDOT will handle all construction items for inclusion into the Design-Build contract. The City will be responsible for all maintenance, operation, and cost of power consumption to operate the lighting.	N/A
3	Flap Gates/Duckbills	Locations will be determined by designers	NCDOT	NCDOT's Design-Build Team shall determine the new locations of the relocated flap gates along the I-95 corridor. The flap gates will be replaced with a duckbill design and will be maintained by the City of Lumberton. The City currently has an encroachment agreement for the existing flap gates with NCDOT's District Office. In addition to a Municipal Agreement, the encroachment agreement will be updated in the District Office.	N/A
4	Floodgate Project	West of I-95 at VFW Rd	City of Lumberton	The City of Lumberton shall coordinate their Floodgate project with NCDOT's I-6064, I-95 Widening project. NCDOT will realign Cox Rd/ VFW Rd/ Hackett St on the west side of I-95 allowing adequate footprint for the floodgate. The Department will also acquire additional ROW as reasonable to accommodate the realignment. If the City's schedule is ahead of NCDOT's schedule, the City will be responsible for acquiring adequate right-of-way to accommodate floodgate construction and temporary realignments of impacted roads to maintain traffic. There will be a Joint Use Agreement and Encroachment Agreements required for the City's Floodgate project.	N/A; however, the City will bear the cost of any additional ROW needed for the Floodgate Project.
5	Concrete Medallions on the five I-95 City of Lumberton exits	I-95 Exits 13 (I-74), 17 (Caton Rd/ NC 72), 19 (Carthage Rd/ SR 1536), 20 (Roberts Ave/ NC 211), and 22 (Fayetteville Rd/ US 301)	City of Lumberton	Concrete medallions will be placed facing northbound and southbound I-95 lanes for each bridge on all five City of Lumberton I-95 exits (Exits 13, 17, 19, 20, and 22). Proposed medallion placement will be on bridge end bents and ends of interior bent caps on all City of Lumberton I-95 exits with the exception of Exit 13. This exit, Exit 13 will have four medallions total to be located on the ends of interior bent caps of the collector distributor lanes. The City shall coordinate with NCDOT's Roadside Environmental Unit Aesthetic Engineering Section in the development of an acceptable medallion design. The Design-Build Team shall form and cast the 28 medallions. The Design-Build Team shall install the medallions on the structures being replaced under this contract at Exits 17, 19, and 20. At a later time, the City shall install medallions on existing I-95 bridges at Exits 13 and 22 as set by guidelines in an encroachment agreement. The City will be responsible for maintenance and replacement of medallions.	\$47,600 (\$1,700/medallion)
Exit 17, Caton Rd/ NC 72					
6	Exit 17, Caton Rd/ NC 72 sidewalks	Caton Rd. from the intersection of W. 5th St to the end of the construction limits on Caton Rd/NC 72.	NCDOT	NCDOT's Design-Build Team shall construct 5-ft sidewalks on both sides of Caton Rd./NC 72 within the project limits in accordance with the Comprehensive Transportation Plans (CTP) and will be maintained by the City of Lumberton.	N/A
Exit 19, Carthage Road Aesthetics		Exit 19, Carthage Road (SR 1528)	City of Lumberton	The City of Lumberton envisions Exit 19 to be the "Gateway" to the City by incorporating various aesthetic enhancements to this interchange. Some of the enhancements will be addressed in this contract while some will follow I-6064 by guidelines set forth in an encroachment agreement.	
7	Exit 19, Carthage Road Bridge Rail	Exit 19, Carthage Road (SR 1528)	City of Lumberton	The City of Lumberton has requested a church rail type of bridge rail. The outside bridge barrier rails shall be flat-faced concrete barriers stamped with a church rail pattern which also meet TL-3 requirements. The City will be responsible for the cost difference between standard bridge rail and stamped church rail bridge railing.	\$ 35,000.00

Attachment: Agreement_9666_revised 4-16-21 [Revision 1] (3239 : NCDOT - City of Lumberton I-95 Municipal Agreement)

I-6064 Municipal Agreement Items					
Item No.	Description	Location	Party Responsible for Cost	Notes	Estimated Cost to the City
8	Exit 19, Carthage Road Lighting of Bridge and Ramps	Exit 19, Carthage Road (SR 1528)	City of Lumberton	The City of Lumberton has requested to incorporate light poles on the bridge and ramps to further highlight Exit 19 as the City's gateway exit. These light poles match the typical style used in other locations around the city. NCDOT's Lighting Section has evaluated and determined that the interchange lighting provided under this contract is adequate to light the bridge and ramps; however, the City prefers to place lights on the bridge and ramps of Exit 19. There will be five light poles mounted on each bridge rail at the following locations: one at each end, one at the midpoint over the interior bent, and one at the midpoint of each span. NCDOT's Lighting Section will coordinate with the City on the placement of lighting at Exit 19. NCDOT's Design-Build Contractor shall install the lighting foundations, conduit, pull boxes, and circuitry. The City is responsible to pull all wiring and installation of the poles. NCDOT will coordinate with the City on the development of Lighting Plans and placement of pull boxes. The Design-Build shall coordinate with the City on timing of installation. The City is responsible for cost of lighting, all maintenance, operation, and cost of power consumption to operate the lighting.	\$ 143,178
9	Exit 19, Carthage Road Interchange Lighting	Exit 19, Carthage Road (SR 1528)	NCDOT	NCDOT is responsible for the interchange lighting including all light poles at the roundabouts, roadway approaching the bridge (not to include the bridge), and interchange (not to include the ramps). NCDOT's Design-Build Contractor shall install the lighting foundations, conduit, pull boxes, and circuitry. The City is responsible to pull all wiring and installation of the poles. The Design-Build shall coordinate with the City on timing of installation. The City is responsible for all maintenance, operation, and cost of power consumption to operate the lighting.	N/A
10	Exit 19, Carthage Road Uplighting Lighting	Exit 19, Carthage Road (SR 1528)	NCDOT	NCDOT is responsible for providing a conduit to accommodate the City of Lumberton's future uplighting on the Carthage Road bridge. The Design-Build Team shall provide a "punch out" through the back wall of the bridge end bent with conduit connecting to a pull box in the shoulder. The exact location shall be discussed with the City. The uplight installation will occur after the I-6064 project through an encroachment agreement with NCDOT. The City is responsible for the construction and cost of uplighting, maintenance, operation, and cost of power consumption to operate the uplighting.	N/A
11	Exit 19, Carthage Road Multiuse Path	Exit 19, Carthage Road (SR 1528)	NCDOT	In accordance with the CTP, NCDOT's Design-Build Team shall install a 10-ft wide multiuse path on the south side of the proposed bridge carrying Carthage Road across I-95. A barrier will be placed between the multiuse path and the travel lanes as a measure of positive protection for recreational users on the structure. The multiuse path will continue on the south side of Carthage Road west of I-95 to the relocated intersection with Lackey Street. NCDOT will be responsible for this cost. The City is responsible for the maintenance of the multiuse path.	N/A
12	Exit 19, Carthage Road Sidewalk	Exit 19, Carthage Road (SR 1528)	NCDOT	In accordance with the CTP, NCDOT's Design-Build Team shall install a 5-ft wide sidewalk on the north side of the Carthage Road west of I-95 to provide connectivity from the proposed multiuse path to the businesses located adjacent to the northwest quadrant of the interchange on Lackey Street. East of I-95, sidewalks are proposed on both sides of Carthage Road to the eastern project limits near Velcord Drive and Delmar Street. The mulituse path will transition to a sidewalk east of the northbound I-95 exit ramp onto Carthage Road. NCDOT will be responsible for this cost. The City is responsible for the maintenance of the sidewalks.	N/A

Attachment: Agreement_9666_revised 4-16-21 [Revision 1] (3239 : NCDOT - City of Lumberton I-95 Municipal Agreement)

I-6064 Municipal Agreement Items					
Item No.	Description	Location	Party Responsible for Cost	Notes	Estimated Cost to the City
Exit 20, N. Roberts Avenue/ NC 211					
13	Exit 20, N. Roberts Avenue/ NC 211 Multiuse Path	Exit 20, N. Roberts Avenue/ NC 211	NCDOT	In accordance with the CTP, NCDOT's Design-Build Team shall install a 10-ft wide multiuse path across one of the proposed interchange bridges to connect proposed sidewalks on both sides of N. Roberts Avenue east of I-95 with a proposed multiuse path on the south side of N. Roberts Avenue west of I-95 and a sidewalk on the north side of N. Roberts Avenue west of I-95 to the western project limits. A barrier will be placed between the multiuse path and the travel lanes as a measure of positive protection for recreational users on the structure. NCDOT will be responsible for this cost. The City is responsible for the maintenance of the multiuse path.	N/A
14	Exit 20, N. Roberts Avenue/ NC 211 sidewalk	Exit 20, N. Roberts Avenue/ NC 211	NCDOT	In accordance with the CTP, NCDOT's Design-Build Team shall install 5-ft wide sidewalks along both sides of N. Roberts Avenue on the east side of I-95 and on the north side of N. Roberts Avenue west of I-95 to the western project limits. Pedestrians will be able to traverse this area completely by using the network of sidewalks and multiuse path along N. Roberts Avenue. NCDOT will be responsible for this cost. The City is responsible for the maintenance of the sidewalks.	N/A
15	Dawn Drive Multiuse Path	Dawn Drive (-SR4-) from Wellington Drive, Station 37+00 to End Grade Station 86+00	NCDOT	In accordance with the CTP, NCDOT's Design-Build Team shall install a 10-ft wide multiuse path on the west side of Dawn Drive from Wellington Drive, Station 37+00 to Station 86+00 -SR4-. NCDOT will be responsible for this cost while the City is responsible for the maintenance of the multiuse path.	N/A
16	Dawn Drive Multiuse Path	Dawn Drive (-SR4-) from Station 27+00 to Station 37+00	City of Lumberton Betterment	The City of Lumberton has requested that the multiuse path on Dawn Drive be extended south from Wellington Drive, Station 37+00 to Station 27+00 - SR4- to allow connection from the Mayfair Subdivision to French Park and N. Roberts Avenue. The City of Lumberton will be responsible for this cost and maintenance of the multiuse path.	\$ 50,957.00
				Total Estimated Amount for betterments	\$ 1,076,735.00

Attachment: Agreement_9666_revised 4-16-21 [Revision 1] (3239 : NCDOT - City of Lumberton I-95 Municipal Agreement)

Lumberton City Council
Lumberton, North Carolina



REQUEST FOR CC ACTION

Meeting Date: April 21, 2021

Originated By: City Manager

Submission Date: April 16, 2021

Subject: NC Department Board of Transportation - Signage

Summary/Background of Subject Matter -

Mack Register, Athletic Director at Lumberton High School reached out to Senator Danny Britt's office requesting assistance for having a State Championship sign for the LHS basketball team who are the "2020 State 4A Basketball Co-Champions. Staff is requesting that Council adopt a resolution requesting the NC Department Board of Transportation place signage at the entrances to Lumberton that reads:

**Varsity Boys Basketball
State 4A Co-Champions - 2020**

Recommendation for CC Consideration:

Adopt the Resolution Requesting the NC Department Board of Transportation place signage at the entrances to the City of Lumberton.

Signature: *Wayne Horne*

Department: City Manager

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUMBERTON
RECOGNIZING THE LUMBERTON SENIOR HIGH VARSITY BOYS
BASKETBALL TEAM FOR THEIR ACCOMPLISHMENTS AS
4A STATE CO-CHAMPIONS**

WHEREAS, the Lumberton Senior High School Varsity Basketball Team won the Conference Tournament and was set to represent our community in the State Finals at the University of North Carolina at Chapel Hill – Dean E. Smith Center on Saturday, March 14, 2020;

WHEREAS, due to the outbreak of the Coronavirus (COV-19) the game was cancelled as the 2019/2020 LHS varsity boys’ basketball team finished with a record of 26 wins the season the most wins in the school’s history; and

WHEREAS, the team received national recognition, as they presented on the ESPN worldwide television sports network “SportsCenter. “These accomplishments speak volumes for our children representing not only Lumberton but the County of Robeson and it is fitting that we should extend official recognition and commendation to the Lumberton High School Varsity Boys’ Basketball team for their accomplishments; and

WHEREAS, the City Council of the City of Lumberton fully supports signage at the entrance to Lumberton on Interstate 95 recognizing the accomplishments of Lumberton Senior High Varsity Boys Basketball Team we are pleased to publicly commend the Lumberton Senior High School Pirates Basketball Team for their outstanding efforts for a successful basketball season and to extend this Resolution of Recognition to them on their accomplishments;

NOW, THEREFORE, BE IT RESOLVED THAT: I, Bruce W. Davis, Mayor of the City of Lumberton, North Carolina, for and on behalf of the City Council of the City of do hereby request that the North Carolina Board of Transportation place signage at the entrances to Lumberton to read:

**VARSITY BOYS’ BASKETBALL
STATE 4A CO-CHAMPIONS - 2020**

Bruce W. Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

E. Holt Moore III, City Attorney

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CC ACTION

Meeting Date: April 21, 2021

Originated By: City Council

Submission Date: April 21, 2021

Subject: CRF to Sandy Grove Baptist Church

Summary/Background of Subject Matter -

Sandy Grove Baptist Church is dedicating the STEM building on-site in honor of the late Reverend T. Shedrick Byrd on Sunday, April 25, at 12 noon. Councilman Cantey is requesting \$500 of CRF to be given to Sandy Grove Baptist Church for several programs that the Church will be hosting.

Recommendation for CC Consideration:

Approve \$500 of CRF to Sandy Grove Baptist Church for programming.

Signature: *John Cantey*

Department: City Council

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management