



CITY OF LUMBERTON

CITY COUNCIL

AGENDA • NOVEMBER 26, 2024

Regular Meeting

Council Chambers

11:00 AM

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

Mayor Bruce W. Davis

Councilmember Leroy Rising, Precinct 1
Councilmember Melissa Robinson, Precinct 2
Councilmember John Carroll, Precinct 3
Councilmember Karen Higley, Precinct 4

Councilmember John Cantey, Precinct 5
Councilmember Alfred Douglas, Precinct 6
Councilmember Eric Chavis, Precinct 7
Councilmember Owen Thomas, Mayor Pro Tem

STAFF:

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

I. Call to Order

II. Consent Agenda

- A. Ratify the Designation of \$700 of CRF to the 2024 Client Christmas Project - BART - Laney Mitchell-McIntosh, City Clerk, City Manager
- B. Ratify the Designation of \$700 of CRF to Lumberton High School for Christmas Celebration. Funds were designated as follows: P1 - \$100 P2 - \$100 P3 - \$100 P4 - \$100 P6 - \$100 P7 - \$100 and P8 - \$100 for a total of \$700.00 - Laney Mitchell-McIntosh, City Clerk, City Council
- C. Ratify the Designation of \$1,600 of Community Revitalization Funds to the Empty Stocking Fund: P1 - \$200 P-2 \$200 P3 - \$500 P4 - \$300 P7 - \$300 and P8 - \$100 for a total of \$1,600. - Laney Mitchell-McIntosh, City Clerk, City Council

III. Agenda Items

- A. HMGP Florence Bid Award Group 3 - Stephanie Canady, Community Development, Planning & Neighborhood Services
- B. HMGP Florence Bid Award Group 4
- C. Adopt a Resolution Declaring Personal Property Surplus to the Needs of the City and Disposition of Said Property to be Auctioned - Holt Moore, City Attorney

- D. Approve the Designation of \$100 of CRF to Lumberton Police Officers Christmas Party - Owen Thomas, City Council
- E. CDM Smith PFAS contract award - Rob Armstrong, Public Works
- F. Raw Water Generator Automatic Transfer Switch - Rob Armstrong, Public Works

IV. Adjournment

Lumberton City Council

Item: II.A.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: City Manager

Submission Date: 11/08/2024

Subject: Ratify the Designation of \$700 of CRF to the 2024 Client Christmas Project - BART

Summary/Background of Subject Matter:

Councilman Chavis requested \$200 of Community Revitalization Funds for the 2024 Client Christmas Project sponsored by Borderbelt Aids Resource Team.

Staff Recommendation:

Funds were designated as follows: P3 - \$200 P6 - \$200 P7 - \$200 and P8 - \$100 for a total of \$700.00.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

1. BP-70C45_20241108_120050

BART
P.O BOX 945
LUMBERTON, NC 28359
910-739-6167 Fax: 910-739-6169
brenda.hunt@yahoo.com

11/08/2024

2024 CLIENT CHRISTMAS PROJECT

Dear Friend,

First if you are a previous sponsor, we are grateful for your support, if you are new to BART, thank you and welcome. We are so pleased to have you consider assisting with our Client Christmas Project.

BART has begun our 2024 Client Christmas Project; we are starting a little early this year due to all the storms and disasters devastation in North Carolina as well as our neighboring states. We have been told there will definitely be a shortage and it will be a "first come...first served bases". BART was informed to order the hams, turkeys and fruits as well as toiletry items as soon as possible.

BART is asking you or your company to sponsor a family or give an amount you are comfortable with. The average amount of the family care box is \$200.00 each (family of 4). In the past BART has given out 50 care boxes. (no toys). We would like to purchase these items as soon as possible and ready for family pick-up starting December 18,2024.

BART is a non-profit organization and all donations are tax deductible.

Thank you again for your consideration and we look forward to hearing from you.

Our thoughts, safety and prayers are with you and your family for Thanksgiving and the upcoming holiday season.

Sincerely,



Brenda Lynn Hunt-Emanuel
BART Director

Lumberton City Council

Item: II.B.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: City Council

Submission Date: 11/21/2024

Subject: Ratify the Designation of \$700 of CRF to Lumberton High School for Christmas Celebration. Funds were designated as follows: P1 - \$100 P2 - \$100 P3 - \$100 P4 - \$100 P6 - \$100 P7 - \$100 and P8 - \$100 for a total of \$700.00

Summary/Background of Subject Matter:

On November 20, 2024, a poll was conducted seeking funds for Lumberton High School Christmas Celebration for its 120 staff members. Funds were designated as follows: P1 - \$100 P2 - \$100 P3 - \$100 P4 - \$100 P6 - \$100 P7 - \$100 and P8 - \$100 for a total of \$700.00

Staff Recommendation:

Ratify as indicated above.

City Manager's Comments:

Signature:

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: II.C.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: City Council

Submission Date: 11/22/2024

Subject: Ratify the Designation of \$1,600 of Community Revitalization Funds to the Empty Stocking Fund: P1 - \$200 P-2 \$200 P3 - \$500 P4 - \$300 P7 - \$300 and P8 - \$100 for a total of \$1,600.

Summary/Background of Subject Matter:

Councilman Carroll requested that \$500 of CRF be given to the Empty Stocking Fund.

Staff Recommendation:

Ratify as indicated above.

City Manager's Comments:

Signature:

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: III.A.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: Planning & Neighborhood
Services

Submission Date: 11/22/2024

Subject: HMGP Florence Bid Award Group 3

Summary/Background of Subject Matter:

On November 18, 2024, at 2:45 pm, bids were received for demolishing 4 homes acquired under the HMGP Florence program. Five companies provided bids for this project. Due to time constraints, it is recommended that the award go to the second-lowest bidder, Barfield's Backhoe, for the amount of \$32,220.00.

Staff Recommendation:

Staff recommends awarding the demolition contract for HMGP Florence Group 3 to Barfield's Backhoe for \$32,220.00

City Manager's Comments:

Signature:

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. HMGP Florence Bid Group 3

MEMO

To: Stephanie Canady

From: David Carter

Subject: Recommendation of Award
Lumberton HMGP Demolition
Demolition Contract Group 3

Date: November 19, 2024

On November 18, 2024 at 2:45 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.

Due to time constraints, it is recommended that the second lowest bidder be awarded Group 3 based on the information on the Bid Tabulation Summary. It is recommended that the City award the Demolition Contract Group 3 to, Barfield's Backhoe (Owner Brent Barfield) at his bid price of \$32,220.00.

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

2018 Lumberton HMGP - Group 3

Bid Date: November 18, 2024 @ 2:45 p.m.

Summary of Low Bids

	Contractor	Total Bid Price
Group 3	DC Allen Company LLC	\$48,939.00
Group 3	Finesse Builders, Inc.	\$18,370.00
Group 3	Barfield Backhoe LLC	\$32,220.00
Group 3	Rick Bostic Construction and Demolition, Inc.	\$43,238.00
Group 3	4 Seasons Demolition, Inc.	\$43,200.00

Recommendation of Awards

Unit	Contractor	Bid Price
18-24 Acq	Barfield Backhoe LLC	\$3,840.00
18-25 Acq	Barfield Backhoe LLC	\$9,000.00
18-26 Acq	Barfield Backhoe LLC	\$7,020.00
18-37 Acq	Barfield Backhoe LLC	\$6,480.00
18-42 Acq	Barfield Backhoe LLC	\$5,880.00
Total	Barfield Backhoe LLC	\$32,220.00

Due to time constraints, it is recommended that the second lowest bidder be awarded Group 3

I certify that these bids were received by the City of Lumberton at 2:45 pm on November 18, 2024.

The bids have been checked and verified to be correct to the best of my knowledge and belief.

Approved

Dail Carter

11/18/24 Date

**NOTICE OF AWARD
DEMOLITION
Group #3**

TO: Barfield's Backhoe - Brent Barfield
1149 Beulah Church Rd.
Lumberton, NC 28358

PROJECT DESCRIPTION: 2018 CITY OF LUMBERTON
 HAZARD MITIGATION GRANT PROGRAM
 HMGP - GROUP 3

The OWNER has considered the BID submitted by you for the above-described Contract in response to the Advertisement for Bids dated October 24, 2024 and the Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$32,220.00.

You are required to execute the Agreement and provide the required Certificate of Insurance within ten (10) calendar days from the date of this Notice of Award to you. If you fail to execute said Agreement within ten (10) calendar 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 along with a Certificate of Insurance. Certificate holder to be City of Lumberton, 500 N. Cedar Street, Lumberton, NC 28359

DATED this ____ day of _____, 2024

CITY OF LUMBERTON

BY: _____
(City Official)

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this ____ day of _____, 20__.

BY: _____

TITLE: _____

Lumberton City Council

Item: III.B.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: Planning & Neighborhood
Services

Submission Date: 11/22/2024

Subject: HMGP Florence Bid Award Group 4

Summary/Background of Subject Matter:

On November 18, 2024, at 3:00 pm, bids were received for the demolishing of 3 homes acquired under the HMGP Florence program. Four companies provided bids for this project. Finesse Builders Inc. was the lowest bidder in the amount of \$17,250.00.

Staff Recommendation:

Staff recommends awarding the demolition contract for HMGP Florence group 4 to Finesse Builders Inc. for \$17,250.00.

City Manager's Comments:

Signature:

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. HMGP Florence Bid Group 4

MEMO

To: Stephanie Canady

From: David Carter

Subject: Recommendation of Award
Lumberton HMGP Demolition
Demolition Contract Group 4

Date: November 19, 2024

On November 18, 2024 at 3:00 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 the Demolition Contract Group 4 to the lowest responsible bidder, Finesse Builders Inc. (Owner Ginger Carter) at the bid price of \$17,250.00.

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

2018 Lumberton HMGP - Group 4
Bid Date: November 18, 2024 @ 3:00 p.m.

Summary of Low Bids

	Contractor	Total Bid Price
Group 4	DC Allen Company LLC	\$51,700.00
Group 4	Finesse Builders Inc.	\$17,250.00
Group 4	Barfield Backhoe LLC	\$39,525.00
Group 4	Rick Bostic Construction and Demolition, Inc.	\$52,257.00

Recommendation of Awards

Unit	Contractor	Bid Price
18-14 Acq	Finesse Builders Inc.	\$3,300.00
18-48 Acq	Finesse Builders Inc.	\$7,130.00
18-34 Acq	Finesse Builders Inc.	\$6,820.00
Total	Finesse Builders Inc.	\$17,250.00

I certify that these bids were received by the City of Lumberton at 3:00 pm on November 18, 2024.
The bids have been checked and verified to be correct to the best of my knowledge and belief.

Approved *David Carter*

11/18/24 Date

**NOTICE OF AWARD
DEMOLITION
Group #4**

TO: Finesse Builders Inc. – Ginger Carter
250 Dixie Rd.
Red Springs, NC 28377

PROJECT DESCRIPTION: 2018 CITY OF LUMBERTON
 HAZARD MITIGATION GRANT PROGRAM
 HMGP - GROUP 4

The OWNER has considered the BID submitted by you for the above-described Contract in response to the Advertisement for Bids dated October 24, 2024 and the Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$17,250.00.

You are required to execute the Agreement and provide the required Certificate of Insurance within ten (10) calendar days from the date of this Notice of Award to you. If you fail to execute said Agreement within ten (10) calendar 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 along with a Certificate of Insurance. Certificate holder to be City of Lumberton, 500 N. Cedar Street, Lumberton, NC 28359

DATED this ____ day of _____, 2024

CITY OF LUMBERTON

BY: _____
(City Official)

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this ____ day of _____, 20____.

BY: _____

TITLE: _____

C:\Adams Company\Project Folders\HMGP\Lumberton Florence HMGP NonExp\Demo\Group 4\Lt Demo Notice of Award Group 4.docx

Lumberton City Council

Item: III.C.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: City Attorney

Submission Date: 11/22/2024

Subject: Adopt a Resolution Declaring Personal Property Surplus to the Needs of the City and Disposition of Said Property to be Auctioned

Summary/Background of Subject Matter:

Attached is a Resolution Declaring Personal Property Surplus to the Needs of the City and Disposition of Said Property to be auctioned on December 27, 2024, at Lloyd Meekins & Sons Auction Company.

Staff Recommendation:

Adopt a resolution declaring the personal property to be surplus to the needs of the City and authorizing disposition of the property as proposed.

City Manager's Comments:

Signature:

Department: City Attorney

ATTACHMENTS:

1. 2024.11.01 Resolution Declaring Property Surplus

RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY AT PUBLIC AUCTION

WHEREAS, the City of Lumberton has certain personal property which is surplus to its needs; and

WHEREAS, N.C.G.S. 160A-270 authorizes the City of Lumberton to dispose of its surplus property at public auction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lumberton that the personal property listed below shall be advertised for sale in a newspaper of general circulation in the community at least once on not less than ten (10) days before the date of the auction,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lumberton that the hereinafter described property is hereby declared as surplus and that the City Manager or his designee be and are hereby authorized to sell the hereinafter described property by the use of an auctioneer at public auction on December 27, 2024 at 8:00 a.m., at Lloyd Meekins & Sons Auction Company, 4070 NC Highway 211 East, Lumberton, NC 28358, for the following terms: The personal property listed below shall be sold at an absolute sale, as is, with no warranties.

List of Personal Property for Auction:

2024 Surplus Property Listing

MANUFACTU	MODEL #	SERIAL #/VIN #	DESCRIPTION	ASSET	ACCT. CODE
FORD	2006	1FMPU15516LA74950	GREY EXPEDITION		
GMC	2005	1GKEC13V65R262638	GMC YUKON		
MERCURY	2008	2MEFM75V38X619070	MERCURY MARQUIS		
FORD	2011	2FABP7BV4BX166313	CROWN VIC		
FORD	2011	2FABP7BV9BX166310	CROWN VIC		
FORD	2011	2FABP7BV6BX166314	CROWN VIC		
FORD	2009	2FAHP71V89X105923	CROWN VIC		
MERCURY	2008	2MEFM74V48X632122	GRAND MARQUIS		
FORD	2002	1FMNU401X2EB96963	FORD EXCURSION		
Alstar	K5-95	5-2 X 4 Aluminum Traffic Cabinet with Meter Base			
HP	305A		8 -Assorted color printer cartridge from flooded copier		

On motion of Council , seconded by Council , the foregoing Resolution was adopted on the 26th day of November, 2024.

Bruce W. Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Holt Moore III, City Attorney

Resolution No. 2024.11.01

Lumberton City Council

Item: III.D.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: City Council

Submission Date: 11/25/2024

Subject: Approve the Designation of \$100 of CRF to Lumberton Police Officers Christmas Party

Summary/Background of Subject Matter:

Councilman Thomas would like to designate \$100 to the Police Officers Christmas Party to be held at Robeson Community College on December 14th.

Staff Recommendation:

Approve the designation of \$100 as indicated above.

City Manager's Comments:

Signature:

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: III.E.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: Public Works

Submission Date: 11/25/2024

Subject: CDM Smith PFAS contract award

Summary/Background of Subject Matter:

Council previously selected CDM Smith for the award of the PFAS study project for the Water and Wastewater Treatment Plants.

Staff Recommendation:

Public Works recommends council approval of the scope and fees associated the water plant PFAS study.

City Manager's Comments:

Signature:

Department: Public Works

ATTACHMENTS:

1. City of Lumberton North Carolina Agreement - WTP PFAS Study - Agreement
2. Exhibit A_Lumberton WTP PFAS Eval_CDM Smith

AGREEMENT BETWEEN OWNER AND ENGINEER

THIS IS AN AGREEMENT made effective on _____, 2024 between City of Lumberton, North Carolina ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows: Water Treatment Plant PFAS Study (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below.

1. SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

2. TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

3. OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to ENGINEER, and for the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

4. PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

- 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit . If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
- 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- 4.1.4 OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

5. GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Reliance on Owner Provided Information

ENGINEER may use and rely on such requirements, programs, instructions, reports, data, and information provided by the OWNER in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.

In the case where the ENGINEER's scope includes taking a preliminary or conceptual design that was prepared by another consultant for the OWNER and further developing that design to the level where it is appropriate to be issued for construction or bidding, ENGINEER shall not be responsible for latent errors or mistakes that are incorporated in that preliminary or conceptual design. Except where ENGINEER's scope explicitly includes a duty to validate or verify the preliminary or conceptual design or the underlying data and calculations, and then except only to the extent of the duty expressed in the scope, ENGINEER shall be entitled to rely on the preliminary or conceptual design as it appears in the documents provided by OWNER.

5.5 Compliance with Laws and Regulations, and Policies and Procedures

5.5.1 Engineer and Owner shall comply with applicable Laws and Regulations.

- 5.5.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- 5.5.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.5.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 5.5.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.5.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.5.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.5.8 Engineer's services do not include providing legal advice or representation.
- 5.5.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.5.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.6 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.6.1 The obligation to provide further services under this Agreement may be terminated for cause:

- A. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - B. by Engineer:
 - a) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c) Engineer shall have no liability to Owner on account of such termination.
 - C. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.6.2 The obligation to provide further services under this Agreement may be terminated for convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.6.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 5.6.4 Payments Upon Termination:
- A. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
 - B. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.7 Use of Documents

- 5.7.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.7.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.7.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.7.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.7.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.8 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of North Carolina.

5.9 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement

however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.10 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.11 Successors and Assigns

5.11.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.11.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.11.3 Unless expressly provided otherwise in this Agreement:

- A. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.12 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.13 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.14 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.15 Environmental Site Conditions

- 5.15.1 It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- 5.15.2 If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.
- 5.15.3 OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.16 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.17 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.18 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.19 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.20 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.21 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.22 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.23 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.24 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.25 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

6. DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to: (1) the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA"); (2) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (3) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (4) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (5) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (6) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (7) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – •

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor**

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit .

6.9 Resident Project Representative**

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project

Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.10 Standard General Conditions**

The Standard General Conditions of the Construction Contract of the Engineers Joint Contract Documents Committee.

6.11 Total Project Costs**

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work**

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

*** This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.*

7. EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit B - Not used.

Exhibit C - Not used.

Signature page follows.

This Agreement and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

Name: Robert Armstrong, P.E.

Name: Reed M. Barton, P.E., Assoc. DBIA

Title: Public Works Director

Title: Vice President

Date:

Date:

Address for giving notices:
PO Box 1388
Lumberton, NC 28359

Address for giving notices:
5400 Glenwood Avenue
Suite 400
Raleigh, NC 27612

EXHIBIT A

EXHIBIT A TO THE AGREEMENT

BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL STUDY PHASE SERVICES

Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions

This is an exhibit attached to and made part of the Agreement dated _____ between the City of Lumberton (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

This Exhibit describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the **PFAS Conceptual Treatment Alternatives Analysis Study**, (the "Project").

PROJECT DESCRIPTION

The United States (US) Environmental Protection Agency (EPA) published the final Per- and Poly-Fluoroalkyl Substances (PFAS) regulation in April 2024 and included maximum contaminant levels (MCLs) of 4 ppt for PFOA, 4 ppt for PFOS, 10 ppt for PFNA, 10 ppt for PFHxS, and 10 ppt for HFPO-DA (GenX chemicals). In addition, the rule also includes a unitless Hazard Index (HI) for two or more of PFNA, PFHxS, HFPO-DA, and PFBS.

Based on data from North Carolina Department of Environmental Quality (NCDEQ) sampling efforts in late 2022, the OWNER's Lumberton Water Treatment Plant (WTP) intake levels for several PFAS substances exceed the EPAs MCLs. A summary of this data is shown in the table below:

COMPOUNDS	LUMBERTON WTP INTAKE LEVELS (NG/L)			EPA MCLS (ng/L)	EXCEEDS?
	Minimum	Average	Maximum		
PFOA	8.7	11.6	15.1	4.0	Yes
PFOS	5.5	9.8	14.9	4.0	Yes
HFPO-DA (GenX)	0.3	0.6	1.2	10	No

The OWNER has received grant funding from the North Carolina Division of Water Infrastructure (DWI) to conduct a study to evaluate alternatives for the treatment/removal of PFAS compounds. This will assist the OWNER in selecting a treatment approach to achieve compliance with the

regulation, and to continue to provide customers with high quality water that meets Federal and State regulations. The ENGINEER proposes to conduct this study in two phases as follows:

- Phase 1 - Desktop study of PFAS treatment alternatives, screening of alternates like alternate supply or new WTP for PFAS removal, and development of the Pilot Study Framework to define the details of what is to be pilot tested and duration of pilot testing. This phase is expected to take 4 to 6 months to complete.
- Phase 2 - Pilot testing of the selected options from phase 1 to further study and evaluate the efficacy of PFAS compound removal from the OWNER's WTP and to better define projected media/life span for operating costs. This phase will then take an additional 10 to 12 months.

The scope of work included herein is for Phase 1 only, with Phase 2 tasks to be authorized in the future under an amendment.

1. Scope of Services

Basic Services to be provided by the ENGINEER under this Agreement include the following:

- Task 100 – Project Management and Quality Control
- Task 200 – Desktop Treatment Study Alternatives Analysis
- Task 300 – Pilot Study Framework Development
- Task 400 – Unspecified Services
- Task 500 – Pilot Study Support and Summary Report (FUTURE TASK)

The detailed scope of services included under this Agreement (Tasks 100 through 400) follows:

TASK 100 PROJECT MANAGEMENT AND QUALITY CONTROL

101 General Project Management

The project management task includes those activities involved with the detailed planning, coordination and administration of the Project including the ENGINEER's normal in-house staff management and job tracking procedures and other subtasks shown below.

102 Project Initiation

A Project kickoff meeting will be held with the OWNER to discuss Project schedule, administrative procedures, respective responsibilities, communications, contacts, progress reporting, data collection, and deliverables. Key stakeholders of the OWNER and ENGINEER's Project team are expected to attend. Additional Project meetings are identified in the tasks which follow.

ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes monthly project status reporting, communication plans, and work product reviews. ENGINEER will provide monthly invoices with progress reports.

Deliverables

- Monthly Project invoices with progress reports

TASK 200 DESKTOP TREATMENT STUDY ALTERNATIVES ANALYSIS

The ENGINEER will perform a desktop alternatives analysis for advanced treatment options which may be viable solutions to the targeted emerging contaminants at the Lumberton WTP. This analysis is expected to include the following:

- Collect and review existing data for the WTP from the OWNER and other available sources such as NCDEQ. Data will include PFAS and emerging contaminant data. The ENGINEER may advise the OWNER on whether supplemental samples should be collected to assist the project goals, which the OWNER will collect and provide results to ENGINEER. Data will also include other relevant information regarding the WTP facilities and operational practices; such as as-built drawings, operational records, and details of operational practices. OWNER will provide Monthly Operating Report (MOR) data for the WTP in electronic format (e.g. Microsoft Excel) for the last 3 calendar years.
- ENGINEER will visit the WTP with the OWNER staff to review the existing treatment process, discuss operational challenges, understand overall WTP operation and identify potential site locations for additional treatment technologies for PFAS.
- Establish the expected PFAS species and concentration ranges in the source water to the WTP to be used as the basis of treatment alternative evaluations and treatment goals for the advanced treatment options.
- Evaluate alternate options to adding PFAS specific treatment at the WTP. The options to be evaluated include:
 - The OWNER's raw water supply consists of eight (8) supply wells and a surface water intake on the Lumber River. The source of PFAS in the OWNER's treated water may be isolated to only a portion of these sources. Utilizing available data from the OWNER, ENGINEER will conceptually evaluate whether decommissioning certain sources or increasing the number of wells could be a viable option to achieve regulatory compliance.
 - The existing WTP is rated for 16 million gallons per day (MGD) while current average day flows are 4 to 6 MGD. In lieu of improvements to treat the rated capacity of 16 MGD to achieve PFAS regulatory compliance, a conceptual greenfield WTP with a capacity of 8 to 10 MGD will be evaluated with advanced treatment capabilities addressing PFAS

regulation and other operational challenges at the WTP. This option will be limited to a conceptual schematic of WTP Layout at the existing site and a planning level cost evaluation on a \$/Million Gallon basis.

- Provide a desktop level evaluation of potential PFAS treatment options. The anticipated technologies that are utilized in the industry for removal of PFAS and other emerging contaminants are:
 - Powder Activated Carbon (PAC) to be fed in the raw water system
 - Granular Activated Carbon (GAC) to be used in the filtration system
 - GAC Contactors (post-filtration)
 - Ion Exchange (IEX)
 - Reverse Osmosis (RO)
- Up to 5 alternatives will be summarized to include efficacy in treatment, physical space requirements at each facility, general hydraulic requirements for each facility (pumping identification where required), and conceptual opinion of probable construction cost (OPCC). Operations and maintenance cost estimates and life cycle cost analysis are not included since they cannot be completed until pilot testing has been performed. A life cycle cost comparison of alternatives is recommended as a part of the future pilot testing phase of work.
- The results of the analysis will be summarized in a draft report provided to the OWNER for review and comment. A formal recommendation of technology is not expected to be included in the study, rather a recommendation of a treatment approach will be made in the subsequent future pilot testing phase of the Project, which builds upon the work completed under this Scope. A review meeting will be held to receive comments and discuss the report. Following the meeting, the report will be updated and a Final Report delivered to the OWNER.

Deliverables

- Draft and Final PFAS and Emerging Contaminants Treatment Alternatives Desktop Study Report

TASK 300 PILOT STUDY FRAMEWORK DEVELOPMENT

Following completion of the report and to continue efforts towards regulatory compliance, ENGINEER will prepare a pilot study framework memorandum. Piloting will be the likely next step in selecting a treatment technology for the facility to verify ability of the preferred technology to achieve the MCLs and treatment goals.

The pilot study framework will outline the following key items:

- General pilot treatment unit location.
- General infrastructure needs – piping and plumbing interconnects, flow requirements, and power requirements.
- Staffing requirements and conceptual sampling plan for the pilot.
- Duration of the pilot setup.
- Availability of pilot units.
- Estimated cost of pilot testing (assuming vendor provided pilot units) based on information from vendors.

A draft of the pilot framework memorandum will be prepared and submitted to the OWNER for review followed by a review meeting to receive comments and discuss the piloting strategy. After receipt of comments, the pilot framework memorandum will be finalized and delivered to the OWNER.

Deliverables

- Draft and Final Pilot Study Framework Memorandum

TASK 400 UNSPECIFIED SERVICES

During the course of the Project, additional services not specified in this scope of work may be needed to support completion of the work effort. These services shall be performed under Task 400 by the ENGINEER as needed only after being authorized in writing by the OWNER.

ENGINEER will prepare a scope and fee and submit to OWNER for approval. If approved, the Additional Services will be performed upon receipt of written authorization from OWNER. An allowance of \$25,000 is included in the Agreement for additional services under this Task 400. Additional services may include, but not limited to, the following:

- Supplemental Sampling and Laboratory Analysis
- Additional meetings including with potential regionalization stakeholder partners
- Potential support from Wooten Company

OWNER'S RESPONSIBILITIES

The responsibilities of OWNER as described in this Agreement follow:

- Provide the ENGINEER with readily available and relevant data to the work, in electronic formats.

- OWNER to provide additional water samples and related laboratory analysis, if recommended by the ENGINEER to support a more complete review of contaminants.
- Review of draft deliverables within 2-weeks.
- OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, drawings and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, drawings, and information in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

- The ENGINEER shall complete the above defined scope over a period of 6 months.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

As compensation for the engineering services described in the Agreement and this Task Order, the ENGINEER will be paid on a lump sum basis for the services listed in Tasks 100 - 300. The lump sum fee for this scope of services is **\$134,000** as complete compensation for the services. Payments will be made monthly based on percentage of the work completed with the balance due at project completion.

Services under Task 400 will only be executed with prior authorization of the OWNER. Task 400 includes an upper limit of **\$25,000**.

The total estimated compensation for this Scope of Services is **\$159,000**.

4. Other Considerations/Special Provisions

None

Lumberton City Council

Item: III.F.

Lumberton, North Carolina



Request for Action

Meeting Date: November 26, 2024

Originated By: Public Works

Submission Date: 11/25/2024

Subject: Raw Water Generator Automatic Transfer Switch

Summary/Background of Subject Matter:

Council previously approved a capital item for the replacement of the automatic transfer switch (ATS) for the raw water intake generator in the amount of \$50,000. Public works requested pricing from Sanford Electrical Contractors who were the electrical subcontractor that performed the recent upgrades to the raw water intake system. The ATS was the only part of the raw water intake electrical system that was not updated during that project.

Staff Recommendation:

Public Works recommends council approval of the purchase of a new ATS for the raw water intake system from Sanford Electrical Contractors in the amount of \$36,079.98 with funds being made available from the capital budget code 60-00-8220-5860.

City Manager's Comments:

Signature:

Department: Public Works

ATTACHMENTS:

1. BP-50C31_20241125_134329

Raw Water Generator Switchgear

Sanford Electrical Contractors

P.O. Box 1173
Sanford, NC 27331-1173 US
+19197744533
office@sanfordspecialtycontractors.com
sanfordspecialtycontractors.com

Estimate



**SANFORD
ELECTRICAL
CONTRACTORS**

ADDRESS

City of Lumberton
1451 Lowery St,
NC.
Lumberton, NC 28358

SHIP TO

City of Lumberton
City of Lumberton
1451 Lowery St,
Lumberton, NC 28358

ESTIMATE

2978

DATE

07/22/2024

EXPIRATION DATE

08/22/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Lumberton Raw Water Intake			
	Job to include removal of existing ATS. Furnish and Install new 600 amp, stainless steel ATS. Make all terminations and ensure proper operation.			
Labor - municipal bid		120	80.00	9,600.00T
Materials	600 amp SS ATS	1	17,836.82	17,836.82T
Materials	Conduit, wire and fittings	1	4,782.79	4,782.79T
Equipment Rental	Crane	1	750.00	750.00T
Equipment Rental	Temporary Cables	1	750.00	750.00T

SUBTOTAL

33,719.61

TAX

2,360.37

TOTAL

\$36,079.98

Accepted By

Accepted Date