



CITY OF LUMBERTON

CITY COUNCIL

AGENDA • MARCH 9, 2026

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

- A. Invocation –
- B. Pledge of Allegiance –

II. Presentation of Resolution - Lumbee Tribe

III. Public Comment Period

IV. Public Hearing

- A. Public Hearing Request — Recovery Plans for Hilton Heights and Myers Park Developments - Wayne Horne, City Manager

V. Consent Agenda

- A. Ratification of Council Poll — Engineering Agreement for Downtown Riverfront Retaining Wall Design to The Wooten Company in the Amount of \$137,100. - Wayne Horne, City Manager

VI. Agenda Items

- A. Mission First K-9 Presentation - Kristen Botts, Program Director - Kristen Botts, City Manager
- B. Agenda Request for Support from Lumberton High Booster Club for Golf Tournament Sponsorship - Donnie Douglas, City Council

- C. Main Street Lumberton Update - Mrs. Dencie Lambdin - , City Manager
- D. CDBG-NR Legal Service - Stephanie Canady, Planning & Neighborhood Services
- E. Traffic Control Request — Linwood Avenue and Eisenhower Street - Michael McNeill, Police
- F. Concrete Crushing for Aggregate Base Course - Rob Armstrong, Public Works
- G. Public Works Fuel Management Contractor - Corey Walters, Rob Armstrong, Public Works
- H. Stuart McNeill - Request to Develop a Food Truck Park Ordinance - Council - ArTriel Kirchner, Planning & Neighborhood Services
- I. Request for an Ordinance Amendment- Street Renaming Policy - ArTriel Kirchner, Planning & Neighborhood Services
- J. Plaza Shades Appreciation Plaque - Sarah Ward, City Attorney
- K. Partial Release of Easement - Carthage Road - , City Attorney
- L. Scottish Packing Structural Assessment & Architectural Agreement - Brandon Love, City Manager
- M. Meadow Branch - Lumberton Loop Engineering Contract - Brandon Love, City Manager
- N. NSA 12 U Dodgers Team - Leroy Rising, City Council
- O. Request for Community Revitalization Funds – Memorial Program for Master Trooper Stien Davis
- John Cantey, City Council
- P. Lumberton High School Soccer Team - John Carroll, City Council
- Q. Noir Street Cleaning Report - Corey Walters, Public Works

VII. Adjournment

Lumberton City Council

Item: IV.A.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Manager

Submission Date: 02/19/2026

Subject: Public Hearing Request — Recovery Plans for Hilton Heights and Myers Park Developments

Summary/Background of Subject Matter:

City Staff recently met with the Housing Authority of the City of Lumberton in a formal meeting to discuss recovery plans for the Hilton Heights and Myers Park developments, which were severely impacted by Hurricane Matthew. Hilton Heights consists of 42 units and Myers Park consists of (30) additional units that sustained significant damage.

The Housing Authority has secured funding through the North Carolina Office of Recovery and Resiliency in coordination with the Federal Emergency Management Agency to relocate both developments to a site outside the designated flood zone.

The Housing Authority respectfully requests that the City conduct a public hearing to consider the following:

- The City's acquisition of the Myers Park property and its intended future plans for the site;
- The Housing Authority's plan to demolish the existing Hilton Heights units;
- Issuance of a letter verifying that the public hearing was held, along with the official meeting minutes; and
- City Council approval of the proposed demolition of Hilton Heights and the acquisition of Myers Park for the purpose of providing affordable housing opportunities.

Staff Recommendation:

Staff requests that City Council conduct the public hearing and render a decision.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

1. BP-70C45_20260219_090705



February 9, 2026

Wayne Horne, Manager
City of Lumberton
500 North Cedar Street
Lumberton, NC 28358

RE: Hurricane Matthew Recovery (Hilton Heights & Myers Park)

Dear Mr. Wayne,

The Housing Authority of the City of Lumberton (HACL) respectfully requests a formal meeting with you and your senior staff to discuss the recovery plans for the Hilton Heights and Myers Park developments.

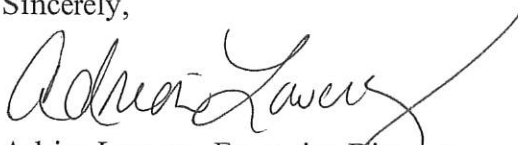
As you are aware, the HACL communities of Hilton Heights (42 units) and Myers Park (30 units) were severely impacted by Hurricane Matthew in October 2016. Since that time, HACL has secured funding through the North Carolina Office of Recovery and Resilience, in coordination with the Federal Emergency Management Agency (FEMA), to relocate both developments to a site outside of the designated flood zone.

This recovery effort requires coordination and assistance from the City of Lumberton. Accordingly, HACL respectfully requests the following:

1. A formal meeting with City staff to present HACL's redevelopment plans for Hilton Heights and Myers Park and to address any questions the City may have.
2. The City of Lumberton's scheduling and conduct of a Public Hearing regarding:
 - o The City's acquisition of the Myers Park property and its intended plans for the site; and
 - o HACL's plan to demolish the existing Hilton Heights units.
3. A letter from Mayor Bruce Davis verifying that the Public Hearing was held, along with official meeting minutes.
4. City Council approval of the proposed demolition of Hilton Heights and the acquisition of Myers Park for the purpose of providing affordable housing opportunities.

HACL is deeply appreciative of the City of Lumberton's continued support throughout our Hurricane Matthew recovery efforts. Please do not hesitate to contact me should you require additional information or wish to coordinate the requested meeting.

Sincerely,


Adrian Lowery, Executive Director
Lumberton Housing Authority

Lumberton City Council

Item: V.A.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Manager

Submission Date: 02/19/2026

Subject: Ratification of Council Poll — Engineering Agreement for Downtown Riverfront Retaining Wall Design to The Wooten Company in the Amount of \$137,100.

Summary/Background of Subject Matter:

Consider ratification of a Council poll conducted on February 18, 2026, regarding approval of an engineering agreement with The Wooten Company for the design of the downtown riverfront retaining wall renovation project.

Staff conducted a Request for Qualifications (RFQ) process approximately one year ago, to which The Wooten Company was the sole respondent. The procurement process was paused at that time due to the lack of identified funding for the construction phase. After consultation with the City Manager, staff recommends utilizing a portion of the downtown state-appropriated legislative funds to proceed with the design phase.

The attached agreement provides for design services in the amount of \$137,100, to be funded from downtown state appropriated funds. Due to project timelines requiring completion of the design by June, the City Clerk initiated a poll of City Council to authorize award of the contract and allow work to begin as soon as possible.

Staff Recommendation:

Ratify the February 18, 2026, Council poll approving the award of the engineering agreement to The Wooten Company in the amount of \$137,100 for the design of the downtown riverfront retaining wall renovation.

City Manager's Comments:

Signature:

Department: City Manager

ATTACHMENTS:

1. 260217 - Lumberton Water St Retaining Wall ESA

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Lumberton (“Owner”)

and

L.E. Wooten & Company dba The Wooten Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Water Street Retaining Wall Improvements (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

Engineering Design and Permitting Services for the Water Street Retaining Wall Improvement Project. This project will include the installation of a new secondary sheet pile wall system behind the existing stone wall along the Lumber River approximately 150 LF in length at the City owned property at 301 Water Street. Other incidental task to this work will include sidewalk removal and replacement, fence removal and replacement, minor parking lot re- grading, and seeding, coordination of other utilities in the project area, if impacted. (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period:

Activity Name	Estimated Date
Award of Project	March 2026
Contract/NTP	March 2026
Site Survey/Geotech	March -April 2026
Design	April – May 2026
Permitting	May – June 2026 (Estimated)
Bidding & Contracting	FUTURE
Construction Services	FUTURE

- C. 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.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) 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 (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Lump Sum - Owner shall pay Engineer for Lump Sum Services as follows:
1. A Lump Sum amount of **\$ 137,100.00** which includes the following:
 - a. Survey Services \$15,900
 - b. Geotechnical Services \$21,700
 - c. Engineering Design and Permitting Services \$99,500
 2. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Fee Summary*

Description	Total Fee
Lump Sum Services	\$137,100

2.04. *Additional Services*

For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

Additional Services Not Included in Total Project Fee Above (Estimated Maximum if Required): N/A

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed 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, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a 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 of notice; 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.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. 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.

5.01 *General Considerations*

- A. 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 the subject profession practicing under similar circumstances 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. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. 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 Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. 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.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and 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, on any other project, or for any other use or purpose, 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 its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. 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.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional 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; (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; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *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, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) 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.

8.01 *Attachments:*

Appendix 1 — Scope of Services
Project Map

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Lumberton

By: _____

Print name: Bruce Davis

Title: Mayor

Date Signed: _____

Engineer:

L.E. Wooten & Company dba The Wooten Company

By: _____

Print name: W. Brian Johnson, PE

Title: Vice President

Date Signed: 2/16/26

Engineer License or Firm's Certificate No. (if required):

F-0115

State of: North Carolina

Address for Owner's receipt of notices:

P. O. Box 1388

Lumberton, NC 28359-1388

Address for Engineer's receipt of notices:

120 N. Boylan Avenue

Raleigh, NC 27603

PRE-AUDITED STATEMENT

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

Print Name: Alisha T. Armstrong

Title: Finance Officer

By (Signature): _____

Date Signed: _____

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF LUMBERTON
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
WATER STREET RETAINING WALL IMPROVEMENT PROJECT

The following Attachment shall become a part of the Contract Agreement.

PROJECT INCLUDES

The project includes the installation of a new secondary sheet pile wall system (approximately 150 linear feet) behind the existing original stone wall parallel to the adjacent Lumber River located at the 301 Water St. The site is owned by the City and currently includes a single building structure, adjacent soil parking lot, city owned timber deck overlooking the river, adjoining concrete sidewalk/trail and metal ornamental fencing, trees and landscaping. See attached map of the proposed wall location.

SURVEYING SERVICES

The Wooten Company (TWC) will conduct a partial topographic survey in accordance with the Standards of Practice for Land Surveying in North Carolina set for in Chapter 56 Title 21 of the NC Administrative Code. The survey will be oriented horizontally to the NAD 83 (2011) realization of the NC State Plane coordinate system vertically to NAVD 88 datum and will be localized at strategic horizontal location and vertical elevation to provide ground measurements. Topography at 1' contour intervals supplemented with spot elevations will be provided. Utilities by a combination of above ground appurtenances and marks provided by NC 811 (other than natural gas meters and water meters, individual service connections will not be surveyed). Visible drainage structures with pipe sizes and materials, building faces, curbs/pavement, walls, roof drain outlets, etc. will be located within the survey scope of work boundary. All information will be provided in a hard copy and digital format.

GEOTECHNICAL SERVICES (S&ME, INC)

Field Exploration

- Coordinate field activities with Wooten and the City of Lumberton.
- Visit the site to observe site surface conditions and mark test locations with a handheld GPS unit.
- S&ME will contact NC811 prior to drilling at the site to mark utilities.
- Subcontract with a private utility locator to have them mark the locations of existing private underground utilities in the planned exploration areas in coordination with City personnel.
- Mobilize a drill rig mounted on an all-terrain vehicle (ATV) or truck rig to the site.
- Perform up three (3) Standard Penetration Test (SPT) soil borings to a target depth of 50 feet each beneath existing ground surface. Borings will be extended to the target depths or drill auger/bit refusal, whichever occurs first. (See Exhibit for Boring locations.)

- Soil test borings will be advanced using hollow stem auger or mud rotatory drilling procedures. Splitspoon sampling will be performed in general accordance with ASTM D1586 test procedures and will be performed every 2.5 feet in the upper 10 feet and then on 5-foot intervals until boring termination.
- Measurements of groundwater levels will be attempted at termination of each boring. For safety reasons, borings located in areas where vehicle or pedestrian traffic appear likely to occur will not be left open for delayed 24-hour water level measurements. After water levels are measured, the borings will be filled with auger cuttings and a borehole closure device will be installed.

Laboratory Testing

Limited laboratory testing will be performed consisting of soil classification testing (natural moisture content, Atterberg Limit, and grain size testing) on select split-spoon samples.

Geotechnical Report

Upon completion of fieldwork and laboratory testing, a geotechnical report will be prepared and provided in electronic (.pdf) format. Hard copies will not be provided unless specifically requested. The report will include the following:

- A site vicinity map and test location sketch, including a KMZ file of the performed test locations.
- A brief description of our sampling and testing procedures, as well as our field and laboratory soil test data, including the SPT boring logs and laboratory soil test results.
- A description of the general subsurface soil profile observed. Our discussion will include water level depths measured at the time of drilling and after at least 24 hours, when the boreholes are left open overnight.
- Soil Properties of encountered subsurface strata consisting of Unit Weight, Friction Angle, Effective Cohesion, K_a , K_o and K_p (Earth Pressure Coefficients) using laboratory testing and/or published correlations.
- Estimate of wall friction.
- An estimate of the Seismic Site Class per the guidelines of the 2018 North Carolina Building Code, including the recommended site spectral acceleration design coefficients, and a discussion of identified soil-related seismic hazards, such as liquefaction, if applicable.

ENGINEERING DESIGN / PERMITTING SERVICES

1. Per the preliminary onsite meeting held with City staff on 11/4/2024, it was agreed the best solution would be to provide a new secondary wall, preferably a sheet pile wall system to be installed generally behind the existing stone wall. Based on this direction, our structural subconsultant (HMC Consultants), will design a vertical sheet pile wall, cantilever wall (free standing) or laterally anchored (with tie-back deadman anchors) as required by the design and information provided in the geotechnical investigation. Other site related services (existing conditions/demolition, site plan layout, grading, drainage, erosion control will be provided by TWC.

2. Submit design drawings at the following stages for Owner review and approval: 60% and 90%. Provide opinion of probable cost with submittal.
3. Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.
4. Submit for approval of the plans and specifications proposed to the appropriate permitting agencies. At this time, we do not foresee any agency involvement beyond City of Lumberton plan approval. Considering there is no foreseeable impact on the existing river/floodplain and there should be less than 1 acre of disturbance in this area;. USACE/NCDEQ and FEMA Permitting have been excluded at this time. If required, this can be added later via an amendment after 60% design level.
5. TWC will coordinate with Owner and permitting agencies (if applicable) as required to complete the design of the project. We anticipate monthly meetings for a period of 3 months.

ADDITIONAL SERVICES

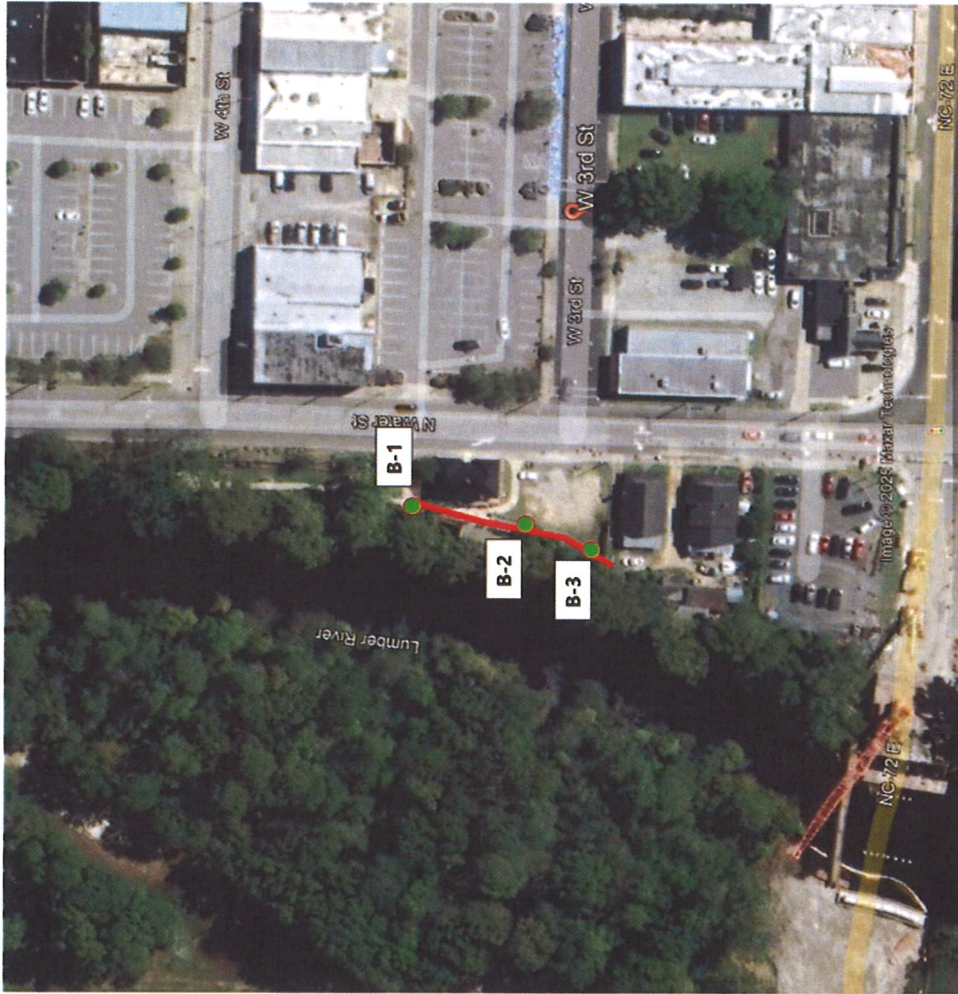
In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

1. Bidding and Award Phase Services.
2. Construction Phase Services including Construction Administration and Construction Observation.
3. Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project; verify existing right-of-way to make necessary easement determinations.
4. Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Discuss provision of Level "B" SUE with the Owner. Recommend to provide service when piped utilities are in or near the corridor. This may be especially important in urban settings. Make sure you budget for Level "B" if you believe it is necessary.
5. Prepare USACE Nationwide or Individual Permit.
6. Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
7. Appear before courts or boards on matters of litigation or hearings related to the project.
8. Design other additional utilities improvements not included in the original scope of services.
9. Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
10. Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.
11. Provide Construction Staking services for the Contractor.
12. Prepare an Independent Construction Cost Estimate (using 3rd party).
13. Conversion of record drawings into GIS shapefile(s) providing Owner 'read only' access to information through cloud-hosted environment using Engineer's partner – Wooten Technologies

14. Prepare FEMA floodplain studies for a CLOMAR or LOMAR.
15. Prepare flood study revisions for the Lumber River.
16. Wetland delineation and jurisdictional waters permitting
17. Environmental site assessment (Phase 1 or Phase 2)
18. Impact of construction on adjacent structures via facility assessment or other methods.
19. Impact of demolition and construction equipment on existing stone wall stability.
20. Existing wall stability assessment.

SERVICES PROVIDED BY THE OWNER

1. Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
2. Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
3. Pay all permit and application fees required for the project approval and construction.
4. Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
5. Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
6. Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
7. Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
8. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
9. Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
10. Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional Services".
11. Provide E-Verify affidavit document for Engineer's execution.



LEGEND

● APPROXIMATE BORING LOCATION

REFERENCE:
IMAGERY RETRIEVED FROM GOOGLE EARTH
AERIAL IMAGERY AND MODIFIED BY S&ME.

BORING LOCATION PLAN

WOOTEN - WATER STREET RETAINING WALL
LUMBERTON, NORTH CAROLINA

SCALE:
NOT TO SCALE

DATE:
4-28-2025

PROJECT NUMBER:
25050327

FIGURE NO.
1



Lumberton City Council

Item: VI.A.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Manager

Submission Date: 03/05/2026

Subject: Mission First K-9 Presentation - Kristen Botts, Program Director

Summary/Background of Subject Matter:

New business in town who would like to introduce themselves to City Council.

Staff Recommendation:

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

1. Mission First K9

Mission First K9

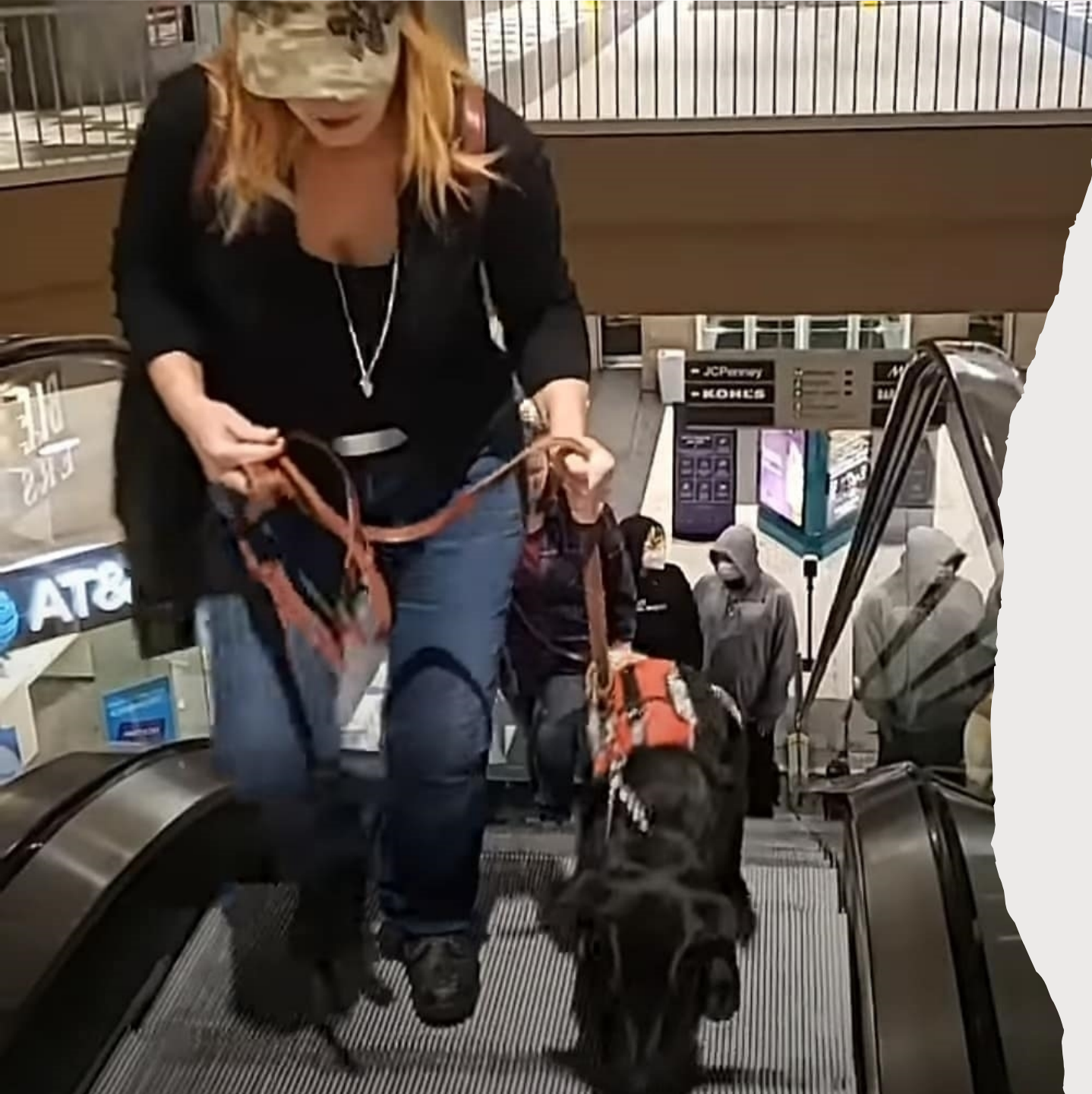
- **Mission Statement:** Mission First K9 exists to restore purpose, confidence, and connection for veterans and their K9 partners. Through structured training, education, and supportive guidance, we empower veterans with the skills to navigate PTSD, TBI, and other service-related challenges while giving rescue dogs a safe path to a stable, meaningful home. Guided by our mantra, “*15 Seconds of Courage*,” and grounded in our belief that “*Your success is our success*,” we strengthen the bond between veteran and dog, promote emotional wellness, and build a community committed to long-term healing and growth.





Mission First K9

- Mission First K9 is a veteran-support and canine-welfare program co-founded by Nathan and Kristen Botts under the nonprofit Off Road Outreach, led by Executive Director Stacey Buckner.
- The program pairs carefully selected dogs with veterans training their own service dogs for PTSD, Traumatic Brain Injury (TBI), and Military Sexual Trauma (MST).
- It builds on the founders' earlier program, Paws 4 Vets in Spokane, WA, where they supported 52 veterans and their dogs through a structured training and counseling model.
- Training is provided at no cost to veterans, including up to six months of food, gear, and essential supplies for each veteran–dog team.
- Group therapy sessions are integrated into the program and facilitated by an ordained minister who is also a trained counselor, offering emotional, behavioral, and spiritual support.
- Nathan and Kristen also operate a foster-based rehabilitation program for dogs found by community members, law enforcement, or through their own rescue efforts.
- Over the past 20 months, they have rehabilitated 16 dogs for placement into the service-dog pipeline or adoption into qualified homes.
- Mission First K9 collaborates with the Lumberton City Police Department to assist in rehoming dogs in need.
- The program works with the Robeson County Humane Society to identify dogs suitable for veteran placement.
- This dual-impact model supports both veteran wellness and canine welfare, ensuring dogs in need gain stability, purpose, and a second chance.



Mission First K9

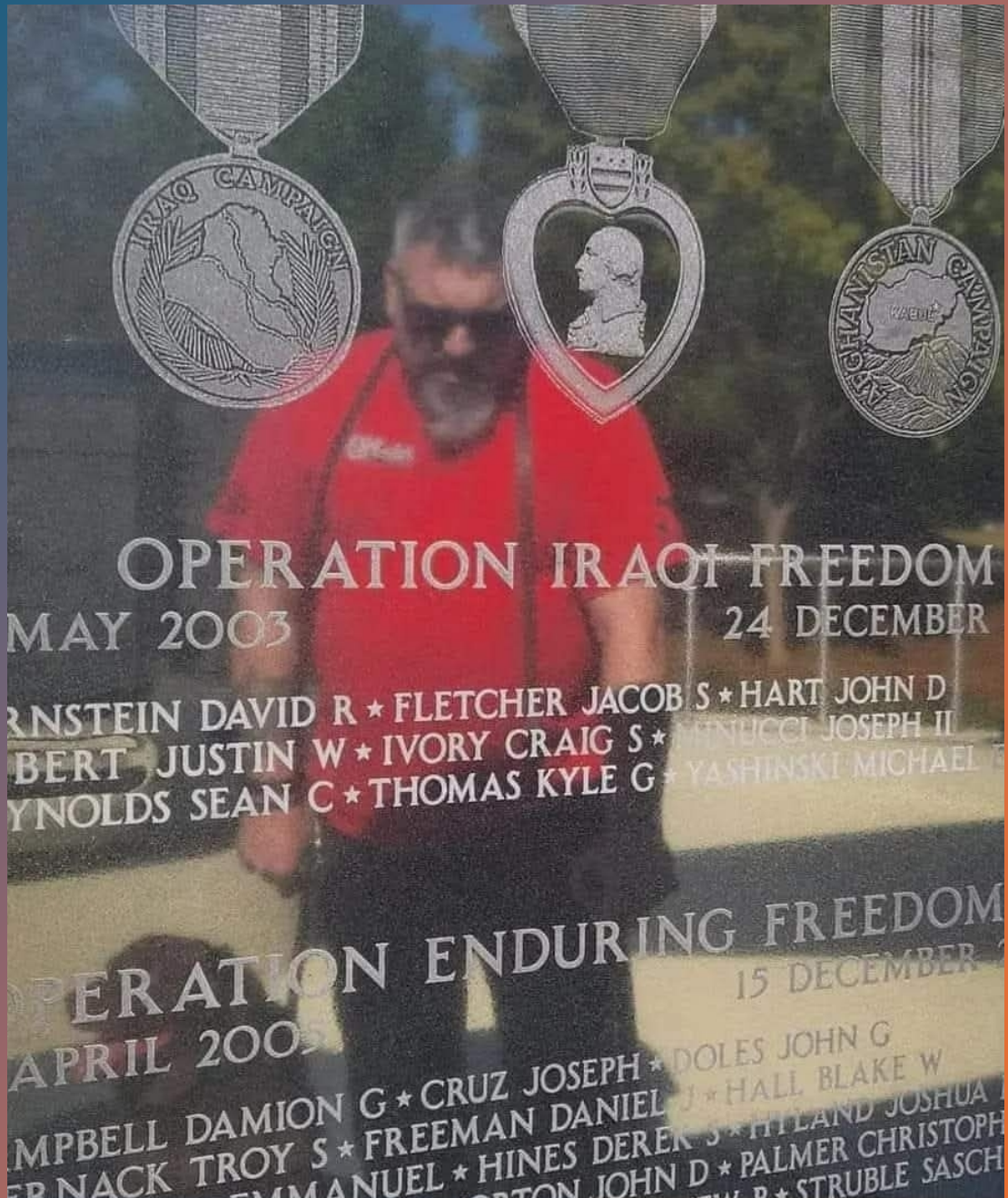
Kristen Botts — Co-Founder

- Kristen brings **20 years of animal-rescue experience** and **5 years of professional K9-handling and assistant-instructor work**. Her handler training includes:
 - **Therapy dogs**
 - **Service dogs**
 - **Tactical K9s** specializing in detection and trailing
- She played a key role in training veterans during the Paws 4 Vets program in Spokane, Washington, helping veteran–dog teams develop the skills needed for service-dog work.
- Kristen is the author of ***Jumping Without a Parachute***, an inspirational account of her lived experience as a full-time caregiver for someone struggling with TBI and PTSD. She holds certifications in **dementia care** and **mental-health support**, and previously served as the **Assistant Director at the Union Gospel Mission (UGM) Women & Children's Crisis Shelter**. In that role, she implemented and taught recovery programs for women facing addiction, homelessness, abuse, and trauma.
- Kristen is currently pursuing her **Bachelor of Arts in Psychology** at **Southern New Hampshire University (SNHU)**.

Mission First K9

Nathan Botts — Co-Founder

- Nathan is a **22-year U.S. Army veteran**, retired as an **Airborne Ranger**, and is rated **100% total and permanent disabled**. He lives with PTSD, multiple TBIs, and spinal-cord complications, giving him a deeply personal understanding of the healing power of service dogs.
- He is the author of ***123s: How to Speak Dog*** and a certified **Master K9 Trainer & Behaviorist** through Highland K9. Nathan also holds K9 certifications from **ABCT** and **Stratford**, and has extensive experience in canine rehabilitation and behavior modification.
- Nathan earned his **Bachelor of Science in Animal Science & Behavior** from Unity University and is currently completing his **Master of Science in Animal Science & Behavior**, with an expected graduation date of **December 15, 2026**.



Mission First K9

- **What We Do for Veterans**

- We pair carefully selected dogs with veterans who are training their own service dogs to help with **PTSD**, **Traumatic Brain Injury (TBI)**, and **Military Sexual Trauma (MST)**.
- Our work builds on the success of our earlier program, **Paws 4 Vets**, which we ran in Spokane, Washington. Through that program, we supported **52 veterans and their dogs** using a structured training and counseling model.
- All of our training is **free for veterans**.
- Each veteran–dog team receives **up to six months of food, gear, and essential supplies** so they can focus on training without worrying about basic needs.
- We include **group therapy sessions** led by an ordained minister who is also a trained counselor, giving veterans emotional, behavioral, and spiritual support alongside their dog-training work.





Mission First K9

What We Do for Dogs in the Community

- We run a **foster-based rehabilitation program** for dogs found by community members, law enforcement, or through our own rescue efforts.
- Over the past **20 months**, we've **rehabilitated 16 dogs**, preparing them either for service-dog training or for adoption into qualified homes.
- We work closely with the **Lumberton City Police Department** to help rehome dogs that need immediate support.
- We also partner with the **Robeson County Humane Society** to identify dogs that may be a good fit for our veteran service-dog pipeline.

Mission First K9

Our Impact

- Our model supports **veteran wellness** and **canine welfare** at the same time.
- Veterans gain stability, purpose, and a trained partner who helps them navigate daily life.
- Dogs in need receive structure, rehabilitation, and a second chance—often becoming life-changing partners for the veterans they're matched with.



Mission First K9

Closing Statement for the Presentation

- As we continue building Mission First K9 here in Lumberton, Kristen and I are committed to making this program a long-term asset for both our veterans and our community. We've seen firsthand how the right dog, the right training, and the right support system can change a veteran's entire trajectory. We've also seen how many dogs in this county simply need structure, safety, and a chance to thrive. Our program brings those two needs together in a way that strengthens families, reduces strain on local resources, and creates real, measurable impact.
- We're proud of the work already happening, but we know we can do even more with the support of our town leadership and community partners. Mission First K9 is not just a service-dog program—it's a wellness program, a rehabilitation program, and a community program. It's a way to give veterans purpose and dogs a second chance, all while building something positive right here in Lumberton.
- Thank you for taking the time to learn about what we're doing. We look forward to working together to expand this mission and continue serving the people—and the animals—who need it most.



Lumberton City Council

Item: VI.B.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Council

Submission Date: 03/06/2026

Subject: Agenda Request for Support from Lumberton High Booster Club for Golf Tournament Sponsorship

Summary/Background of Subject Matter:

Staff Recommendation:

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

1. Alton Brooks Memorial Golf Tournament



Honoring a Legacy. Supporting the Pirates.

ALTON BROOKS [TUNNEY] MEMORIAL *Golf Tournament* Saturday, May 2, 2026

Dear Friends of Pirate Athletics,

Thank you for considering support for Lumberton High School Athletics through the inaugural Alton "Tunney" Brooks Memorial Golf Tournament, to be held at Pine Crest Golf Course on Saturday, May 2, 2026. This event brings our community together to celebrate Pirate pride while investing in the young people who represent Lumberton every time they step onto a field or court.

The LHS Pirate Booster Club supports every athletic program at Lumberton High School, with every dollar raised going directly to our student athletes. With nearly forty teams and more than seven hundred students participating in athletics, these programs play a meaningful role in building confidence, discipline, teamwork, and leadership that extend well beyond competition.

Supporting strong athletic programs requires significant resources. Funds help cover officials, uniforms, equipment, travel, security, field and facility upkeep, technology such as camera and sound systems, and other needs that come with each season. Your support ensures our athletes and coaches have the tools and environment they deserve.

This tournament also honors the legacy of Alton "Tunney" Brooks, who dedicated more than three decades to coaching and mentoring students at Lumberton High School. Coach Brooks led our basketball, baseball, and football programs and later served as athletic director. His steady leadership and commitment to excellence helped shape the foundation of Pirate Athletics. The stadium that bears his name and the Pirate ship displayed inside the school stand as lasting reminders of the pride, discipline, and standards he instilled in generations of students.

By supporting the Alton "Tunney" Brooks Memorial Golf Tournament, you help carry that legacy forward and invest in the next generation of Pirates who wear the maroon and gold with pride. We hope you will join us in supporting Lumberton High School Athletics. Thank you for your time, consideration, and continued support of Pirate Athletics.

Sincerely,

Tanner Smith
President
LHS Pirate Booster Club

Donnie Douglas
Class of 1975
Tournament Organizer



Honoring a Legacy. Supporting the Pirates.

ALTON BROOKS [TUNNEY] MEMORIAL

Golf Tournament

Saturday, May 2, 2026

The inaugural Alton “Tunney” Brooks Memorial Golf Tournament brings together alumni, families, and community partners for a day of fellowship and fairways in support of Lumberton High School athletics. This tournament celebrates the life and legacy of Alton G. Brooks, whose commitment to students and Pirate pride lives on through opportunities that strengthen our athletic programs and enrich the experience of every student athlete. Your participation and sponsorship help provide resources that build teamwork, character, and lasting success for today’s Pirates and the generations to come.

Captain’s Crest Sponsor – \$5,000

- Registration for three 3-player teams
- Signage with name or logo displayed on the golf course
- Check presentation with the President

First Mate Sponsor – \$2,500

- Registration for two 3-player teams
- Signage with name or logo displayed on the golf course

Jolly Roger Sponsor – \$1,000

- Registration for one 3-player team
- Signage with name or logo displayed on the golf course

Quarterdeck Sponsor – \$500

- Registration for one 3-player team
- Signage with name or logo displayed on the golf course

Pirate Spirit Sponsor – \$650

- Registration for one 3-player team
- Signage with name or logo on Beer Tent and Cart



Honoring a Legacy. Supporting the Pirates.

ALTON BROOKS [TUNNEY] MEMORIAL *Golf Tournament* Saturday, May 2, 2026

SPONSORSHIP OPPORTUNITIES FORM

Name _____

Address _____

City / State / Zip _____

Phone _____ Email _____

Sponsorship Levels

- ☐ Captain's Crest Sponsor - \$5,000
- ☐ First Mate Sponsor - \$2,500
- ☐ Jolly Roger Sponsor - \$1,000
- ☐ Pirate Spirit Sponsor - \$650
- ☐ Quarterdeck Sponsor - \$500
- ☐ Maroon and Gold Supporter - Donation Only (Non-Golfer)

Amount: \$ _____

- ☐ I am unable to attend but would like to make a general donation in the amount of \$ _____

Total Amount Enclosed: \$ _____

Make checks payable to:

LHS Pirate Booster Club

501 Oxford Road

Lumberton, North Carolina 28358

Lumberton City Council

Item: VI.C.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Manager

Submission Date: 03/05/2026

Subject: Main Street Lumberton Update - Mrs. Dencie Lambdin

Summary/Background of Subject Matter:

Staff Recommendation:

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

None

Lumberton City Council

Item: VI.D.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 03/02/2026

Subject: CDBG-NR Legal Service

Summary/Background of Subject Matter:

The Adams Company directly solicited bids for Legal services for the CDBG-NR program. Two bids were received, from Graham Law Firm, PLLC in the amount of \$350.00 per property and Huggins, Davis and Associates LLP in the amount of \$650.00 per property.

Staff Recommendation:

Staff recommends awarding the bid for legal services to Graham Law Firm, PLLC at the cost of \$350.00 per property.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. legal service

THE ADAMS COMPANY INC.

ENGINEERING AND DESIGN

Firm License No. C-4438

708 Abner Phillips Road | Warsaw, NC 28398 | (910) 293-2770

MEMO

To: Stephanie Canady

From: Tammy Daniels

Subject: Recommendation of Award (Legal Services)
2024 Lumberton CDBG-NR

Date: February 27, 2026

Quotes were received on February 26, 2026 for legal services for Lumberton's CDBG-NR Program. The following companies submitted their prices to perform the needed asbestos services for the Town's project:

<u>Company Name</u>	<u>Services Needed</u>	<u>Price Per Property</u>
Graham Law Firm, PLLC 107 W 4 th St Lumberton, NC 28358	Title Search	\$350.00
Huggins, Davis & Associates, LLP 503 N Elm St Lumberton, NC28358	Title Search	\$650.00

My office recommends that legal services be awarded to Graham Law Firm, PLLC at a cost of \$350.00 per property. Please confirm acceptance of this recommendation by signature below.

Lumberton

City Representative

Date

Lumberton City Council

Item: VI.E.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Police

Submission Date: 02/19/2026

Subject: Traffic Control Request — Linwood Avenue and Eisenhower Street

Summary/Background of Subject Matter:

Councilwoman Higley received a citizen request for the installation of a three-way stop at the intersection of Linwood Avenue and Eisenhower Street and subsequently asked the Police Department to conduct an assessment to determine the feasibility of such traffic control measures.

Following a review and traffic safety evaluation, the Police Department has determined that installing a three-way stop at this location could potentially create a more hazardous condition rather than improve safety. Based on these findings, the department recommends addressing concerns through enhanced enforcement strategies, including increased patrol presence, targeted speed enforcement, and other appropriate traffic safety measures.

Staff Recommendation:

Deny the request for installation of a three-way stop at Linwood Avenue and Eisenhower Street and authorize the Police Department to address traffic concerns through enforcement and patrol measures.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Police

ATTACHMENTS:

None

Lumberton City Council

Item: VI.F.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Public Works

Submission Date: 03/03/2026

Subject: Concrete Crushing for Aggregate Base Course

Summary/Background of Subject Matter:

Public Works has several ongoing projects that require aggregate base course in the construction process. We typically crush recycled concrete debris as our base course material. We have used up the crushed material from our last crushing operation last year. We only received one quote to perform the crushing operation again. Pelton Aggregates quoted a not to exceed price of \$54,000 to crush approximately 5,000 tons of concrete debris. This equates to \$10.80 per ton of material compared to purchasing crushed quarry granite at \$29 per ton.

Staff Recommendation:

Public Works is requesting Council approve the Pelton Aggregates agreement for \$54,000 to crush approximately 5,000 tons of concrete debris to be paid for from the water and sewer capital reserve fund.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Public Works

ATTACHMENTS:

1. City of Lumberton Quote 2026

Pelton Aggregates Bid



Owner Information

Name City of Lumberton(Gary Henderson)

Address 215 S Cedar Street

City, State ZIP Lumberton, NC 28358

Phone 910-316-6983

Email Ghenderson@Ci.Lumberton.NC.US

Project name Lumberton Landfill

Contractor Information

Company Pelton Aggregates, Inc.

Name Scott Patton

Address 3412 Leonard Road

City, State ZIP Knightdale, NC 27545

Phone 919-376-7866

Email Peltonaggregates@gmail.com

Completion date Approximately 3 weeks

Scope of Work

Concrete material crushed to 1-1/2" inch minus. Material stacked on property per customer request.

Not Included

Company Proposal

Company will perform job in a timely and efficient manner. Estimated 5,000 tons to be crushed at \$9.50 per ton. Transport fee of will be paid by City of Lumberton and is not to exceed \$7,000.00. Payment for services due upon completion of job. Should take approximately 2 weeks to crush approximately 5,000 tons. Total cost not to exceed \$54,500.

Submitted by Scott Patton

3/3/2026

Owner Acceptance

I, _____ do accept the above scope of work.

Lumberton City Council

Item: VI.G.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Public Works

Submission Date: 03/03/2026

Subject: Public Works Fuel Management Contractor

Summary/Background of Subject Matter:

On 2/17/2026 there was a fuel spill at the Public Works Fuel dispenser #1. NC DEQ was notified of the spill and Public Works began a coordinated clean-up effort that was overseen by NC DEQ. Geological Resources, Inc. was recommended to Public Works by NC DEQ to be able to help coordinate reports, further clean-up efforts, future monitoring, and coordination with NC DEQ. Public Works met with Geological Resources, Inc. and developed a management plan going forward and received a quote in the amount of \$41,578.49 for this service.

Staff Recommendation:

Public Works recommends council approval of the contract with Geological Resources, Inc. to manage this fuel spill going forward in the amount of \$41,578.49 with funds being made available from the Water & Sewer Capital Reserve Fund.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Public Works

ATTACHMENTS:

1. 26-173; Public Works Lumberton



Geological Resources, Inc.

February 27, 2026

Mr. Robert Armstrong
Public Works Director
City of Lumberton
Post Office Box 1388
Lumberton, North Carolina 28359

Re: Proposal #26-173
Soil Excavation
Public Works Department
215 South Cedar Street
Lumberton, Robeson County, North Carolina
UST Incident #10673

Dear Mr. Armstrong:

Geological Resources, Inc. (GRI) presents this proposal for costs associated with Soil Excavation activities at the above referenced site. All proposed closure activities will be conducted in accordance with the latest published guidance documents from the North Carolina Department of Environmental Quality's (NCDEQ) UST Section.

SCOPE OF WORK

Contaminated Soil Disposal Activities

GRI will provide an excavator and operator to load stockpiled contaminated soil onto trucks and transported to a permitted disposal facility. GRI will collect the soil samples from each truckload of contaminated soil. The samples will be screened on site using ultraviolet fluorescence (UVF) for gasoline-range organics (GRO). Electronic weight tickets and manifests will be provided for all transported soil requiring disposal. Total tonnage removed will be based on the weight tickets stamped by a North Carolina licensed weigh master.

Following receipt of the laboratory data, GRI will prepare an Initial Abatement Action Report for the site. The report will be signed and sealed by a geologist or engineer licensed by the State and will be suitable for submittal to the NCDEQ.

Limited Site Assessment

GRI will install a monitoring well in the excavated area. The monitoring well is estimated to be installed to a depth of 12 feet below grade surface. Since clean backfill has been placed in the excavated area, no soil samples will be collected during the monitoring well installation.

3502 Hayes Road • Monroe, North Carolina 28110
3602 US 264 E, Suite 2 • Greenville, North Carolina 27834-5800
Phone (704) 845-4010 • (888) 870-4133 • Fax (704) 845-4012

Upon completion of the monitoring well, a ground water sample will be collected and submitted for laboratory analyses of VOCs + oxygenates using EPA Method 6200B, EDB using EPA Method 504.1, lead using EPA Method 6010B, and MADEP VPH. A trip blank will be submitted for laboratory analysis of VOCs using EPA Method 6200B.

GRI personnel will conduct a receptor survey to locate and identify any potential receptors, such as water supply wells, unconfined or semi-confined aquifers and/or wellhead protection areas within 1,500 feet of the source area. GRI will obtain all property owner information, zoning information and land usage.

GRI will prepare a Phase I LSA report that will include a required summation of the results of the receptor survey activities, as well as the past soil and ground water sampling that has been conducted at the site. The Phase I LSA report will include all appropriate maps, tables, data, conclusions and recommendations.

ASSUMPTIONS AND RESPONSIBILITIES

Please acknowledge that you understand and agree to each assumption by initialing in the spaces provided below.

- GRI will have NC ULOCO mark all utilities and underground impediments. In addition, GRI will provide a private utility locate and will pre-clear the boring with an air knife, given the close proximity to the active UST system.
- GRI assumes all activities will be completed in an expeditious manner. No standby time is included in this proposal. Standby time, if necessary, will be billed on a time and materials basis. Additionally, GRI assumes that all activities required to complete the field work can be conducted in one day. _____
- GRI assumes that no hazardous waste is encountered at the site. Costs for sampling, handling, transportation and disposal of hazardous waste are not included in this proposal. _____
- GRI assumes that all activities will be conducted during normal business hours (M-F; 0700-1700). GRI will not be responsible for any lost revenue caused by the activities. _____

ESTIMATED COSTS

Contaminated Soil Disposal Activities					
Task #	Description	Quantity	Unit	Rate	Total
3.060	Private Utility Locate	1	each	\$1,600.00	\$1,600.00
4.080	UVF Sampling	28	sample	\$53.00	\$1,484.00
6.015	Initial Abatement Action Report	1	report	\$1,050.00	\$1,050.00
2.381	Supervision of Soil Excavation	1	event	\$1,766.49	\$1,766.49
2.414	Soil Transport	500	ton	\$43.00	\$21,500.00
2.415	Soil Disposal	500	ton	\$25.00	\$12,500.00
12.030	Per Diem (Excavation Supervision)	1	each	\$178.00	\$178.00
12.050	Consultant Mobilization (Supervision, Mobile Lab)	3	mob	\$500.00	\$1,500.00
Total Costs					\$41,578.49

Limited Site Assessment						
Task Code	Lab Code	Description	Quantity	Rate	Units	Total
2.600		Drill Rig Mobilization	1	\$655.00	event	\$655.00
		Well Installation	12	\$68.00	foot	\$816.00
		Well Installation Supervision	12	\$19.00	foot	\$228.00
		Cost for Sampling	1	\$175.00	well	\$175.00
		shipping	1	\$60.00	shipment	\$60.00
	240	6200B + 5 Oxygenates	1	\$94.00	sample	\$94.00
	272	6200B – Trip Blank	1	\$66.00	sample	\$66.00
	330	Lead	1	\$14.00	sample	\$14.00
	280	EDB	1	\$45.00	sample	\$45.00
	341	VPH	1	\$56.00	sample	\$56.00
		Receptor Survey	1	\$1,725.00	site	\$1,725.00
		Private Utility Locate	1	\$1,600.00	event	\$1,600.00
		Phase I LSA Report	1	\$1,150.00	site	\$1,150.00
Subtotal						\$6,684.00
Non-Reimbursable Cost						
Eligibility Application			1	\$350.00	event	\$350.00
Trust Fund Reimbursement Claim			1	\$300.00	claim	\$300.00
Total Costs						\$7,334.00

Please note that activities are proposed on unit pricing and the units are estimated. **GRI will only invoice actual charges incurred.** To authorize this scope of work, please initialize the Assumptions and Responsibilities section and sign the attached Service Agreement. Both can be returned to me by email to tomie@grienv.com.

If you have any questions regarding this proposal, please feel free to contact me at (704) 845-4010. GRI appreciates the opportunity to provide these services to you.

Sincerely,
Geological Resources, Inc.



Tomie Benton
Vice-President
Client and Construction Services

PROFESSIONAL SERVICES AGREEMENT
In Reference to Proposal #26-173

I. **SERVICES.** Geological Resources, Inc. ("GRI") proposes to perform the services for the undersigned client ("CLIENT") at the fees and costs set forth in the scope of services and cost proposal attached hereto and incorporated herein by reference (the "Services"). GRI represents and warrants that the Services will be performed in a manner consistent with customary industry standards. No other representation, warranty, or guaranty, expressed or implied, is intended.

II. **FEES.** GRI reserves the right to revise its fee schedule subject to thirty (30) days written notice. In the event GRI revises its fee schedule, CLIENT shall have fifteen (15) days from receipt of notice of the revision to determine whether to terminate this Agreement. Any revision to the Services shall be pursuant to a written change order agreed to in advance by CLIENT and made a part of this Agreement.

III. **CONFIDENTIALITY.** The Services are solely for the benefit of CLIENT. This Agreement shall not be construed as creating any contractual relationship of any kind between GRI and any third party. The information and materials provided by GRI to CLIENT in connection with the Services shall be utilized by CLIENT only for the purposes contemplated by this Agreement, and shall not be provided by CLIENT to third parties without the prior written consent of GRI, except that GRI agrees that information and materials provided by GRI to CLIENT may, if required, be provided to and used by governmental regulatory agencies, CLIENT's attorneys, and pursuant to any valid court order. GRI agrees that all reports and other documents prepared for CLIENT pursuant to this Agreement are the property of CLIENT. GRI also agrees that it will not disclose to any third party any documents, reports, laboratory data or other information generated, created or produced for CLIENT pursuant to this Agreement unless required by law, pursuant to a valid court order, or upon written instruction of CLIENT.

IV. **CLIENT DISCLOSURES.** CLIENT shall notify GRI of any known or suspected hazardous substances or conditions on the property upon which the Services are to be performed which in any way relate to or affect the Services and GRI shall have the right to rely on the accuracy of such CLIENT-furnished information. Thereafter, GRI shall take all reasonably necessary and appropriate measures to protect its employees, agents and subcontractors against such possible hazards and to prevent adverse impacts to the environment. The cost of such measures shall constitute a revision to the Services and shall be managed in accordance with Section II of this Agreement.

V. **RIGHT OF ENTRY.** GRI is to have free access to the applicable properties at the times and on the dates Services are scheduled. Delays to GRI are subject to waiting time charges to the extent such delays are caused by CLIENT or its employees, contractors or agents. GRI shall take reasonable and customary precautions to prevent damage to CLIENT's property. CLIENT understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the property upon which the substance or condition is found to exist or on which the preventative measures are taken. Accordingly, CLIENT waives any claim against GRI and its subcontractors and agrees to defend, indemnify and hold GRI and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon GRI's gross negligence.

VI. INDEMNIFICATION. GRI will defend, indemnify and hold harmless CLIENT and its representatives, agents, employees and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines and damages of any nature whatsoever, including reasonable attorney's fees, expert witness fees, consultant fees and court costs (collectively "Legal Claims and Costs") arising or resulting from (1) GRI's breach of this Agreement; and/or (2) GRI's negligence or intentional misconduct. In addition to the specific provisions set forth above, CLIENT will defend, indemnify and hold harmless GRI and its representatives, agents, employees and successors and assigns from and against any and all Legal Claims and Costs arising or resulting from (1) CLIENT's breach of this Agreement; and/or (2) CLIENT's negligence or intentional misconduct, and (3) the existence of any hazardous substance or condition at any site(s) where Services are performed, unless the negligent conduct of GRI exacerbates and causes the spread of such hazardous substance(s) or the development of such hazardous condition.

VII. PAYMENT TERMS. CLIENT agrees to pay all charges as set forth in the **GRI Proposal #26-173**. Payment is due upon receipt of invoice. The invoice can be paid via check, bank draft, or credit card. Please note that a 3% credit card convenience fee will be added to your total when using a credit card. GRI reserves the right to interim bill for services provided over a period of time greater than 30 days. Payments not received within 30 days of the invoice date are subject to a finance charge of 1.5% per month (18% annually).

VIII. COMPLETE AGREEMENT. This Agreement, along with its attachments, including the **GRI Proposal #26-173** incorporates all of the provisions and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter of this Agreement. The terms and conditions expressed in this Agreement shall not be altered except in writing, signed by both parties.

IX. APPLICABLE LAW. This Agreement is governed by and will be construed in accordance with the laws of the state where such property is located.

Executed as of the latest date set forth below.

GRI:

GEOLOGICAL RESOURCES, INC.



By: _____

Date: 02/27/2026

CLIENT:

CITY OF LUMBERTON

(215 South Cedar Street, Lumberton , NC)

By: _____

Date: _____

Lumberton City Council

Item: VI.H.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 02/20/2026

Subject: Stuart McNeill - Request to Develop a Food Truck Park Ordinance - Council

Summary/Background of Subject Matter:

The Planning Department received a request from Stuart McNeill to amend the Land Use ordinance to create a standalone ordinance allowing food truck parks within the City's jurisdiction. I've researched several ordinances and created a draft I believe is suitable for the City of Lumberton.

The Planning Board held the public meeting on February 17, 2026, and unanimously recommends that Council approve the final draft.

Staff Recommendation:

The planning staff recommends that Council review the final draft and make comments at the next scheduled meeting. Also, the staff recommends council authorize the Planning Director to set the date of the public hearing.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. Food Truck Park - Final Draft

Sections Amended:

Add:

Sec. 35-15. Definitions of basic terms.

Food Truck. A truck, trailer, or other motorized vehicle from which food and/or beverages are sold to the general public. A food truck must be self-contained with all cooking apparatuses and related equipment contained within the vehicle.

Food Truck Park as a Principal Use. A parcel of land or structure for which the primary purpose is to allow Food Truck vending to occur (to include two or more food trucks on a single lot at a given time.)

Note: Refer to Sec. 35-167.5 of the Code of the City of Lumberton for specific requirements for Food Truck Parks as a principal use.

Sec. 35-149. Table of permissible uses.

Use Description	A	R-20	R-15	R-11	PR-11	R-7	R-6	R-3	B-1	B-2	B-3	B-4	B-5	B-6	B-7	M-1	M-2	M-3
8.450 Restaurant with carry-out/deliver												S	S		S			
8.500 Bars, nightclubs												S	S		S			
8.600 Food Truck Park as a Principal Use									S			Z			Z	Z	S	

Sec. 35.167.5. Food Truck Parks as a Principal Use

Sec. 35.167.5.1. Definitions

Food Truck. A truck, trailer, or other motorized vehicle from which food and/or beverages are sold to the general public. A food truck must be self-contained with all cooking apparatuses and related equipment contained within the vehicle.

Food Truck Park as a Principal Use. A parcel of land or structure for which the primary purpose is to allow Food Truck vending to occur (to include two or more food trucks on a single lot at a given time.)

Sec. 35.167.5.2. Location

Food truck parks are allowed on private property in the following zones as of right:

B-4, Business General Commercial

B-7, Business General Commercial/Manufactured Home Sales

M-1, Light Manufacturing

Food truck parks are allowed on private property in the following zones subject to City Council approval of a **Special Use Permit** pursuant to Article IV Permits and Final Plan Approval.:

B-1, Downtown

M-2, Manufacturing

Sec. 35.167.5.3. Restrictions

Notwithstanding any other provision of this section, minimum lot dimensions shall be pursuant to Article XII. Density and Dimensional Regulations.

If the food truck park is established upon property adjacent to existing single-family detached residential development and/or vacant residential zoning district, shall, at the time of construction, install a Type "A" opaque screen as described in section 35-307 between it and the adjacent single-family detached residential development and/or vacant residential zoning district. Hours of operation. Food trucks shall not operate outside of the established operating hours of the food truck park.

Sec. 35.167.5.4. Hours of operation:

Hours of operation: 7:00 a.m.—10:00 p.m. Sunday—Saturday.

Sec. 35.167.5.5. Outdoor seating.

Food truck parks are subject to the following standards:

The outdoor seating area shall be located no closer than 100 feet from any single-family residential zoning district (A, R-3, R-6, R-7, R-11, R-15, R-20).

The outdoor seating area shall not obstruct the movement of pedestrians along sidewalks or through areas intended for public use.

Sec. 35.167.5.6. Location of food trucks.

No food truck or any freestanding sign may be located on any lot closer to any lot boundary line or to the street right-of-way line than 15 feet. The term "lot boundary line" refers to lot boundaries other than those that abut streets.

Food trucks shall not operate within 15 feet from fire hydrants, utility boxes or vaults, nor otherwise obstruct access thereto.

Food trucks shall not operate within 10 feet from handicap ramps, sidewalks, building entrances, or emergency exits, nor otherwise obstruct pedestrian movement.

A separation of a minimum of 10 feet between food trucks must be maintained and kept clear of obstructions sufficient to provide emergency access to each food truck. This distance shall be increased by any amount deemed necessary for safety by the Fire Marshal.

Park access provided must be adequate to afford a reasonable means of ingress and egress for emergency vehicles as well as for all those likely to need or desire access to the property in its intended use.

Food trucks shall not operate within a designated site triangle or be located so that it substantially interferes with the view necessary for patrons to proceed safely onto or exit from public streets or private roads.

Food trucks shall operate only from designated, approved vending pads within the food truck park.

Sec. 35.167.5.7. Permanent food truck spaces.

Permanent food truck spaces shall comply with the building setback requirements for the respective zoning district.

Permanent food trucks are required to establish on site water and sewer connections from Public Works (or utility provider), at owners' expense. This connection must be secured to minimize unpermitted or illegal use.

Sec. 35.167.5.8. Signage.

(a) *Park Signage:*

At any entrance to a food truck park permanent signs identifying such park are permitted. Food truck park permanent identification signs shall comply with Chapter 35 Article XVII of the Lumberton Code of Ordinances. Food truck vendors shall not install any physical addition to the permanent food truck park sign.

(b) *Food Truck Signage:*

Each food truck is allowed one temporary, freestanding sign which shall not be placed more than 8 feet from the ordering window. The sign shall be removed when the food truck is not in operation. Freestanding sandwich board signs are allowed only within the permitted area not to exceed 20 square feet in size.

Sec. 35.167.5.9. Restrooms with toilet facilities.

Locations with 3 or more permanent vending pads must provide restrooms within a permanent structure and must be in compliance with the Americans with Disabilities Act and the North Carolina Plumbing Code. Portable restrooms with hand washing station are permitted. Restrooms may be designated as unisex, all-gender, or family restrooms. The required number of restrooms may be increased depending on the size of the food truck park, number of permanent food trucks on site or the number of food trucks in operation.

Sec. 35.167.5.10. Waste disposal.

Food truck parks shall be kept clean and free of debris and waste. City trash receptacles shall not be used to dispose of waste or trash.

Sec. 35.167.5.11. Noise.

Audio amplification is permitted with an approved Special Events Permit from the City of Lumberton.

Sec. 35.167.5.12. Development site plans.

Food truck parks are required to submit Site Plans in compliance with Appendix 'A' Information Required with Applications of the Land Use Ordinance. Building Plans must be submitted (when applicable).

In addition to any other requirements, the site plan shall include the designated vending pads from which food trucks may operate.

Each food truck shall be located on an all-weather surface (concrete, asphalt, or graded and compacted gravel). Food trucks shall not park on unimproved surfaces.

The food truck park shall provide electrical connections accessible from each vending pad. All electrical components must meet the requirements of NFPA 70. All connections must have ground fault circuit interrupters and service disconnects that can be locked out if not in use or an electrical hazard occurs. The use of power generators are prohibited.

Site lighting is to be adequate enough for support of normal business operations but shall be "non-polluting" to adjoining properties.

The food truck shall provide their own water supply. Park owners can request, from Public Works (or utility provider), a main water connection for on-site use (at owners' expense). This connection must be secured to minimize unpermitted or illegal use.

Sec. 35.167.5.13. Garbage receptacles.

Food truck use. At minimum, one two-yard commercial garbage receptacle shall be provided on site and shall be accessible to all food trucks. A larger garbage receptacle or additional

receptacles may be required depending on lot size or number of food trucks on site or in operation.

Patron use. A minimum of one 20-gallon garbage receptacle per two food trucks shall be placed in the vending area for patron use. If seating is provided in an area not adjacent to the vending area, additional receptacles shall be placed in the seating area. If 10 or fewer seats are provided, one 20-gallon receptacle is required. If seating exceeds ten seats, the number of 20-gallon receptacles shall be increased by one for every ten seats. (For example, 11 to 20 seats require two receptacles; 21 to 30 seats require three receptacles.) Recycling and/or composting receptacles are permitted in addition to the required garbage receptacles. The approximate placement of receptacles shall be included on the site plan. City trash receptacles shall not be used for garbage disposal.

Grease disposal. The food truck park shall provide adequate facilities for grease disposal, which may be a grease interceptor/trap or a grease bin. Facilities and means for disposal of wastewater (including "greywater") must also be provided. Grease and wastewater disposal facilities shall be reviewed and subject to approval at the time of site plan review. Grease and wastewater shall not be disposed of in stormwater drains, the sewer system, on the ground, or in the streets. Park owners can request, from Public Works (or utility provider), a main water connection for on-site use (at owners' expense). This connection must be secured to minimize unpermitted or illegal use.

Sec. 35.167.5.14. Parking.

Parking. If the site includes six or fewer food truck vending pads, two parking spaces shall be provided per each vending pad. If more than six vending pads are provided, parking spaces shall be provided as follows:

4 to 12 vending pads: 6 spaces for the first 3 vending pads, and 3 spaces for each additional pad.
13 plus vending pads: 33 spaces for the first 12 vending pads, and 5 spaces for each additional pad.

Truck vending pad and parking spaces shall be appropriately demarcated with painted lines or other markings whenever practicable.

Bicycle parking. If the site includes six or fewer food truck vending pads, the food truck park shall provide a bicycle rack or other facilities suitable for secured bicycle parking to accommodate at least five bicycles. If more than six vending pads are provided, the bicycle parking facilities shall accommodate an additional two bicycles per vending pad.

Parking for outside seating. Parking for outside seating shall be 1 space per every 4 seats in the food truck park.

Food truck parks are exempt from the shading requirements of Article XIX. Division 2 of the Land Use Ordinance.

Sec. 35.167.5.15. Land Use Permit (zoning)/Special Use Permit Requirements

Permit required. The operation of a food truck park requires a Land Use permit (zoning)/Special Use permit from the City of Lumberton. An application for a Land Use permit (zoning)/Special Use permit hereunder shall be submitted to Planning & Neighborhood Services Director or designee setting forth all information required hereunder and in compliance with this Ordinance. The owner of the food truck park is responsible for obtaining a Land Use permit (zoning)/Special Use permit, adherence to all requirements herein, and drafting and enforcing rules for the food truck park.

Application contents. An application for a zoning Land Use permit /Special Use permit hereunder shall include:

An approved site plan pursuant to Article IV Permits and Final Plan Approval.

Proof of Insurance. Proof of current liability insurance in an amount not less than \$1,000,000.00. The insurance policy shall protect the food truck park owner, the public and the City from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the zoning/Special Use permit.

Warranty. A warranty from the owner or applicant, if different, that each food truck vendor that operates for any amount of time on the site possess all required insurance, permits, inspections, or documents necessary for lawful operation, including specifically and without limitation NC

Sales Tax Certificate, City of Lumberton Vending Permit, vehicle registration, and proof of compliance with applicable Department of Agriculture and Health Department requirements. The owner or applicant, if different, shall maintain copies (or other sufficient documentation) of above documents. Such records shall be maintained and available for inspection for a period of at least three years from the last date the vendor operated from the site.

Sec. 35.167.5.16. Violations

Compliance with all provisions of this ordinance and the applicable provisions of the Code of Ordinances shall be enforced pursuant to Article VII. Enforcement and Review. Regular inspections of the site will be made by all applicable City departments. If the City determines that activities are being carried out in violation thereof, a notification of non-compliance shall be issued to the owner and a penalty may be applied.

All issues of non-compliance shall be corrected within 10 working days. If the owner fails to correct such issues, then the zoning/Special Use permit may be suspended or revoked and additional penalties may apply.

Food trucks must meet applicable State, Federal, and Local requirements and obtain applicable State, Federal, and Local permits prior to operation.

Sec. 35.167.5.17. Exemptions:

- Special Events as defined in Article II. Basic Definitions and Interpretations and Sec. 35-162. Special events.
- Parking of less than two food trucks on a single lot at a given time.
- City, County, or State government-sponsored events.

Lumberton City Council

Item: VI.I.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 02/25/2026

Subject: Request for an Ordinance Amendment- Street Renaming Policy

Summary/Background of Subject Matter:

In light of the recent request to rename a street and the absence of an ordinance addressing street renaming, the Planning Department was tasked with drafting an ordinance to address street renaming. We have developed a draft ordinance suitable for the City of Lumberton. Please review and provide comments on the attached draft of the street renaming policy.

Also, the planning department asks the council to set the application fee at \$350 to cover advertisements and other required notices.

Staff Recommendation:

The planning staff recommends that Council review the draft and make comments at the next scheduled meeting in April. Also, the staff recommends council authorize the Planning Director to set the date of the public hearing.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. 2024-05-01_160D Lumberton update (003)
2. Rename a Street Application

Sec. 35-223. Street names and house numbers.

- (a) Street names shall be assigned by the developer subject to the approval of the permit-issuing authority. Proposed streets that are obviously in alignment with existing streets shall be given the same name. Newly created streets shall be given names that neither duplicate nor are phonetically similar to existing streets within the city's planning jurisdiction, regardless of the use of different suffixes (such as those set forth in subsection (b)).
- (b) Street names shall include a suffix such as the following:
 - (1) *Circle*: A short street that returns to itself.
 - (2) *Court or place*: A cul-de-sac or deadend street.
 - (3) *Loop*: A street that begins at the intersection with one street and circles back to end at another intersection with the same street.
 - (4) *Street*: All public streets not designated by another suffix.
- (c) Building numbers shall be assigned by the city.

(Ord. No. 813, § 1, 6-3-85)

Sec. 35-223.5. Street renaming policy.

The following policy shall control the renaming of the streets and roads in the city:

- (1) If a street is already named for a person, the city council will consider renaming the street only in extraordinary circumstances.
- (2) The city council will not consider naming a street for a person who is living at the time of the application.
- (3) Any person who desire to have a street renamed must file a petition providing not less than the following information:
 - a. Name, address and telephone number of the applicant;
 - b. The current name of the street;
 - c. The requested name of the street;
 - d. The reasons for the request change;
 - e. If applicant requests that the street be named for person, state the applicant's relationship, if any to the person for whom the application wishes to have the street named;

- f. The reasons that the street should be named for such person;
 - g. Whether the applicant has contacted other persons on the street, circulated a petition, etc.; and
 - h. Give number of properties abutting the street and names and addresses of the owners of all property abutting the street.
- (4) The petition must be signed by not less than 75 percent of the property owners and/or residents abutting the public street for which the name change is requested. The city shall have a reasonable period of time to verify that the petition contains signatures of 75 percent of property owners and/or residents of the public street.
- (5) The application must be filed with the city clerk together with an application fee as established by the city council, due and payable at the time the application is filed. The application fee is nonrefundable, even if the request is denied.
- (6) Upon accepting any application to change the name of a street, the city shall set a date for a public hearing. The hearing shall be published in the local newspaper not less than two times prior to the hearing, with the first such publication being not less than ten days before the hearing.
- (7) The effective date of the change of a street name shall be not less than 90 days following final approval of the ordinance that enacts the change.

City of



Lumberton

Planning & Neighborhood Services

PETITION TO RENAME A CITY STREET

NAME OF APPLICANT: _____

ADDRESS OF APPLICANT: _____

PHONE NUMBER OF APPLICANT: _____

CURRENT NAME OF STREET: _____

REQUESTED NAME OF STREET: _____

PLEASE PROVIDE REASON FOR THE REQUESTED NAME CHANGE (*Use additional paper if necessary*)

DOES APPLICANT HAVE ANY RELATIONSHIP TO THE PERSON WHOM THE STREET IS

REQUESTED TO BE NAMED? NO ____ YES ____, IF YES, PLEASE IDENTIFY THE RELATIONSHIP.

HAS APPLICANT CONTACTED OTHER PERSON(S) IN THE AREA AND OBTAINED THEIR APPROVAL FOR THE RE-NAMING OF THE STREET? NO ____ YES ____

HAS APPLICANT CIRCULATED A PETITION AND OBTAINED SIGNATURES? NO ____ YES ____

LIST THE NUMBER OF PROPERTIES ABUTTING THE STREET: _____

LIST THE NAMES AND ADDRESSES OF ALL THE PROPERTY OWNERS ABUTTING THE STREET (*Use additional paper if necessary*)

APPLICANT'S SIGNATURE

DATE

City of



Lumberton

Planning & Neighborhood Services

PLEASE NOTE: THE PETITION MUST BE SIGNED BY NOT LESS THAN SEVENTY-FIVE (75%) OF THE PROPERTY OWNERS OR RESIDENTS IN THE PROPERTIES ABUTTING THE STREET FOR WHICH THE RENAMING REQUEST IS MADE.

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

APPLICANT'S SIGNATURE

DATE

P.O. Box 1388 ♦ 500 N. Cedar Street ♦ Lumberton, NC 28359 ♦ Phone : 910-671-3838 ♦ Fax : 910-671-3975

City of



Lumberton

Planning & Neighborhood Services

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

PROPERTY OWNER SIGNATURE

ADDRESS OF PROPERTY

APPLICANT'S SIGNATURE

DATE

- ADDITIONAL SIGNATURE PAGES AVAILABLE UPON REQUEST

P.O. Box 1388 ♦ 500 N. Cedar Street ♦ Lumberton, NC 28359 ♦ Phone : 910-671-3838 ♦ Fax : 910-671-3975

Lumberton City Council

Item: VI.J.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Attorney

Submission Date: 03/05/2026

Subject: Plaza Shades Appreciation Plaque

Summary/Background of Subject Matter:

This is an information item. A plaque of appreciation has been created and is planned to be installed where the mark is shown on the first attachment. The second attachment is the plaque rendering. The plaque has been created and staff just wanted Council to be aware before it was installed.

Staff Recommendation:

No action needed; information item.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Attorney

ATTACHMENTS:

1. Plaza Sunshades Plaque Locations
2. Plaque



FRIENDS

— OF —
MAIN STREET
— LUMBERTON —

The sun shades for Dick Taylor Plaza were made possible by the following community stakeholders:

**Adam Obaid
Barden Culbreth
Biggs Park Mall
Betty & Bob Fisher
Bonnie & Kenny Biggs
Commissioner David Edge
Commissioner H.T. Taylor Jr.
Dencie & Jef Lambdin
Dr. Bruce DeHart
Elly, Tate, Fitz, & Smithwick Johnson
Ethan Hunt & Family**

**Flo-Tite Valve & Controls
Friends of Main Street Lumberton
Gidget & Tommy Vickers
Liberty Realty Group
Longleaf Pine Realtors
Lumberton City Council
Lumberton Rotary Club
Lumberton Visitors Bureau
Marion & Tommy Thompson
Owen Thomas
Robeson County Commissioners**

Friends of Main Street Lumberton Board of Directors

**Juan Campos
Margaret Crites
Alma Cruz
Kenny Biggs**

**Katie Fountain
Donna Hall
Beth Hunt
Tate Johnson
Tim Little**

**Prissy McAnulty
Emily Summers
Marion Thompson
Phillip Wallwork**

**ex officio
Dencie Lambdin
Sarah Beth Ward**

Lumberton City Council

Item: VI.K.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Attorney

Submission Date: 03/05/2026

Subject: Partial Release of Easement - Carthage Road

Summary/Background of Subject Matter:

The Legal and Public Works staff have worked together to release a portion of utility easement which is no longer needed on the site where the Econolodge was beside El Zarape restaurant. The portion of the easement needed for any current or future utility work has been retained. This is being brought to you due to real estate being involved.

Staff Recommendation:

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: City Attorney

ATTACHMENTS:

1. EconolodgeEasementReleaseSigned_0001

Excise Tax Stamps: \$-0-
Tax Parcel: 3212-01-01601
Return after Recording to: Robert E. Price Box
Prepared by: Robert E. Price

NORTH CAROLINA
ROBESON COUNTY

RELEASE OF EASEMENT

This deed, made and entered into on February 24, 2026, by and between by the **City of Lumberton**, a North Carolina municipal corporation in the County of Robeson, State of North Carolina, Grantor, and **Paramlakshmi, Inc.**, c/o Sujita Naik, 832 Cross Creek Mall, Fayetteville NC 28303, Grantee;

WITNESSETH:

WHEREAS, the City of Lumberton holds a 15-foot utility easement shown on the map recorded in Map Book 40 at page 20, Robeson County Registry; and,

WHEREAS, a portion of the above-described easement is no longer needed, and the Grantor has been asked to release its easement in the land now owned by the Grantee; and,

WHEREAS, by resolution adopted on ^, 2025, the Lumberton City Council voted to release the 15-foot utility easement shown on the map recorded in Map Book 40 at page 20;

NOW, THEREFORE, the City of Lumberton, a municipal corporation in the County of Robeson, State of North Carolina, acting by and through its Mayor, Bruce W. Davis, for valuable consideration does hereby remise, release, and forever quitclaim unto the Grantee, Paramlakshmi, Inc., its heirs and assigns, all right to the easement which the City has, in and to the property described below, to the end that Grantee, its heirs and assigns may and shall own, possess and enjoy the land included in the former easement free and discharged from all right, claim or easement of the City or anyone claiming by, through or under the City:

The beginning corner is located the following courses and distances from an existing iron pipe found in Carthage Road at the southwest corner of the Jennings Cotton Mill, Inc. Subdivision, as shown in Map Book 7 at Page 48 and map book 40 at page 20, Robeson County Registry: North 20° 37' 8" East 150 feet to an existing iron pipe; thence North 20° 37' 08" East 89.95 feet to an existing iron pipe; thence North 20° 18' 54" East 28.39 feet to an existing iron pipe at the southeast corner of the property of the Grantee and continuing an additional 50 feet. From the beginning corner, the portion of the easement being released follows the western boundary of the Jennings Cotton Mill, Inc. Subdivision, as shown in Map Book 40 at Page 20, Robeson County Registry, the courses shown on that map for a total distance of 476 feet to a point in the southeastern right-of-way of Capuano Road, the northeastern corner of the land of the Grantee; thence South 52° 8' 14" West the southeastern right-of-way of Capuano Road the distance which would meet a line parallel to the first line and 15 feet away from the first line; thence with that new line to the point which is the same distance from Carthage Road as the beginning point.

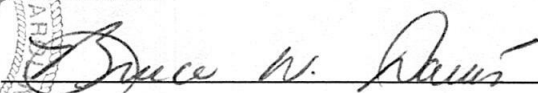
IN TESTIMONY WHEREOF, the City of Lumberton has caused this Release of Easement Deed to be executed in its name by its Mayor and attested by its Clerk and its seal duly affixed thereto all by authority of the resolution heretofore set forth, the day and year first above written.

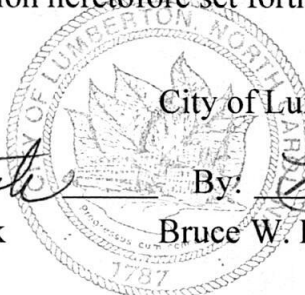
Attest


Laney Mitchell-McIntosh, City Clerk

City of Lumberton

By:


Bruce W. Davis, Mayor



NORTH CAROLINA, ROBESON COUNTY

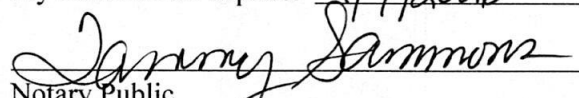
Notary Seal or Stamp:



I, a Notary Public of the County and State aforesaid, certify that Laney Mitchell-McIntosh personally appeared before me this day and acknowledged that she is the duly appointed Clerk of the City of Lumberton, the Mayor of the City of Lumberton signed the foregoing instrument, she affixed the seal of the City of Lumberton to the instrument and signed her name in attestation of the execution of the instrument. Witness my hand and official stamp or seal, February 24, 2026.

My commission expires:

9/7/2026


Notary Public

5r251.rtf-January 11, 2006-2/24/26-4:23 PM

Lumberton City Council

Item: VI.L.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Manager

Submission Date: 03/04/2026

Subject: Scottish Packing Structural Assessment & Architectural Agreement

Summary/Background of Subject Matter:

At the February 9, 2026, City Council meeting, Council approved the selection of Evoke Studio to provide a structural assessment and architectural design services for the remaining structure of the former Scottish Packing facility. The City has been awarded a grant from the Z. Smith Reynolds Foundation, which will fund the design work for the adaptive reuse of the structure in conjunction with the newly constructed boat ramp and pier.

At that meeting, staff advised Council that the item would be brought back for consideration once a formal agreement had been prepared for Council's review.

Staff has reviewed the attached agreement and respectfully requests that Council review and approve the agreement with Evoke Studio for the structural assessment and architectural design services for the remnants of the former Scottish Packing facility.

Staff Recommendation:

That Council review and approve the agreement with Evoke Studio for the structural assessment and architectural design services for the remnants of the former Scottish Packing facility.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

1. RFQ_Lumberton_Scottish Packing_Design_Engineering_Jan 2026
2. EVOKE_Lumberton Loop Feasibility Study
3. 26C Lumberton Loop Scottish Packing_in situ studio
4. PS_Lumberton Scottish Packing RFQ#COL-2026-SP-001
5. EVOKE_Lumberton Scottish Packing Fee Proposal

LUMBERTON LOOP: SCOTTISH PACKING STRUCTURAL ASSESSMENT AND ARCHITECTURAL SERVICES

REQUEST FOR QUALIFICATIONS (“RFQ”)

The City of Lumberton (the “City”) is seeking statements of qualifications (“SOQ”) from any interested party (the “Consultant”) for design and engineering services (“Services”) for the *Lumberton Loop: Scottish Packing Structural Assessment and Architectural Services Project* (the “Project”). The complete RFQ package will be available to view and download on the City of Lumberton website at the following address: <https://lumbertonnc.gov/Bids.aspx>.

Submittals will be received at Lumberton City Hall (500 N Cedar St, Lumberton, NC 28358) **until 1:00pm EST on February 6, 2026**. SOQ packages must be delivered in a physical sealed envelope containing: one (1) bound hard copy print AND one (1) PDF file located on an external thumb drive. Submittals received not containing these required contents and/or received after this date and time will not be considered. Please reference the RFQ# (“COL-2026-SP-001”) on the front of the sealed envelope, with attention to: Brandon Love, Deputy City Manager.

Questions relating to this RFQ can be submitted via email until 1:00pm EST January 30, 2026. Please direct all questions and inquiries pertaining to this RFQ to the following email addresses:

Project Manager

Brandon Love, Deputy City Manager
phone: 910-671-3805
email: blove@ci.lumberton.nc.us

cc: Travis Klondike (email: tmklondi@ncsu.edu)

SECTION 1. GENERAL DESCRIPTION OF WORK

Section 1.1. Project Title

Lumberton Loop: Scottish Packing Structural Assessment and Architectural Services

Section 1.2. Project Location / Area

The project is located within the City of Lumberton at the site of the former Scottish Packing property, and is entirely within the regulatory Special Flood Hazard Area (SFHA) of the adjacent Lumber River. The property address is provided below:

512 Kinlaw Street
Lumberton, NC 28358

Section 1.3. Project Background and Goals

The former Scottish Packing facility was for decades a source of food and employment for South Lumberton residents and the broader community. However, following the devastating floods imposed by Hurricanes Matthew (2016) and Florence (2018), the property owner was forced to vacate the property.

Wishing to see the site repurposed for public good, team members from the City and team members from the NC State University Coastal Dynamics Design Lab (CDDL) worked with the property owner and allied organizations to secure “phase one” grant funds to begin the conversion of the property into a public park. As part of the broader 8.5-mile “Lumberton Loop” plan (see Appendix), completed “phase one” activities at the Scottish Packing site include the following: acquisition of the property (2023), selective demolition of the existing structures (2024), utility relocation (2024), boat ramp installation (2025), and the construction of trail features (est. 2026). The design and activation of the primary building remnants on the property (“phase two”) represents the final proposed feature to be constructed on the site.

The portions of the primary building that remain on site constitute an approximately 3,000 square foot total area internal to the masonry walls (“shell”) of the former structure, with only the walls and concrete slab remaining in place. It is the desire of the City to retain elements of the building remnants that remain, while also improving upon the structure to ultimately function as a park pavilion.

Primary project goals specific to the scope of work outlined in this RFQ include the following:

- Determination of cost-effective solutions to structurally stabilize the partially deconstructed building (all or portions thereof); and
- Development of flood-resilient, architectural designs that can be used for future fundraising activities associated with the construction of proposed improvements

SECTION 2. PROJECT SCOPE, BUDGET, AND SCHEDULE

Section 2.1. Scope of Work

Desired services to deliver this scope of work include structural engineering and architectural design. Consultants responding to this RFQ are expected to: (i) carry licensure in the State of North Carolina associated with these requested services; and (ii) be capable of delivering the following deliverables within the parameters of the project Schedule (see Section 2.3.):

- **Section 2.1.1. Deliverable #1: Structural Assessment Report**
 - Documentation of existing conditions and all inspections performed to ascertain the structural integrity of building remnants; and
 - Description of recommendations (e.g., additional demolition needs, partial removal of walls, reinforcement methods for areas to remain, etc.) in keeping with the stated Project Goals (per Section 1.3.) and proposed architectural designs (to be developed in accordance with Section 2.1.2., below).
- **Section 2.1.2. Deliverable #2: Schematic Architectural Design and Preliminary Cost Estimate**
 - Measured plan, section, and detail graphics (as needed) depicting existing and proposed conditions
 - At least one (1) illustrative graphic (e.g., 3D model, photorealistic rendering, etc.)
 - Preliminary cost estimate (itemized)
 - **Programming Notes.** The following features are desired of the proposed architectural design, pending feasibility of each to be determined by the selected Consultant:
 - Overhead Shade Structure
 - Public Restrooms
 - Boardwalk / Viewing Platform
 - Opportunities for Educational Amenities Relating to Site History and Ecological Context (maps, data, photographs, and testimonials to be provided by the City and CDDL to the selected Consultant)

It is expected that at least one (1) interim draft (e.g., 50%) of each deliverable will be provided to the City and CDDL for review and feedback prior to the delivery of final (100%) materials.

Section 2.2. Budget

\$30,000.00 (approximate).

Section 2.3. Schedule

Final deliverables must be received no later than **May 28, 2026**. The selected Consultant will be expected to furnish a list of dates depicting interim project milestones prior to contract execution.

SECTION 3. INSTRUCTIONS FOR SUBMISSION

The following items describe the minimum requirements to be included in a SOQ package for interested Consultants:

Section 3.1. Cover Letter (1-page maximum)

The Cover Letter is to be no greater than one (1) page, and must include the following information:

- Statement confirming an overall understanding of the Project (e.g., location, existing conditions, project goals, etc.).
- Brief description of how the Consultant is uniquely qualified to deliver the requested Services at the highest possible value / quality (e.g., based on precedent experience, previous collaboration with members of the Project Team, success with comparable project scopes / budgets, geographic familiarity, etc.).
- Confirmation of the Consultant's ability and capacity to prioritize this scope of work in accordance with the provided Schedule information (per Section 2.3.).

Section 3.2. Project Team (4-page maximum)

The Project Team section is to be no greater than four (4) pages, and must include the following information:

- Brief résumés of key individual members on the Project Team (licensure must be noted).

Section 3.3. Relevant Project Experience (3-page maximum)

Information and imagery from at least one (1) and no greater than three (3) recently completed projects must be provided. The Relevant Project Experience section is to be no greater than three (3) pages and must include the following information for each project:

- Project Imagery (photos, graphics, etc.)
- Projection Location
- Year Completed
- Brief Project Statement (e.g., sentence describing project context or features that are comparable / relatable to the Scottish Packing site)

Note: the purpose of this RFQ is to solicit interest in and information about firms with qualifications that match the Project's needs. Consultants who supply SOQ packages containing cost or design proposals in their responses will be automatically disqualified.

SECTION 4. EVALUATION CRITERIA AND SELECTION SCHEDULE

Each Consultant responding to this RFQ will be evaluated using the criteria provided below:

Section 4.1. Evaluation Criteria Table

Criteria Description	Weight
Cover Letter (see Section 3.1)	20 pts
Project Team (see Section 3.2)	40 pts
Relevant Project Experience (see Section 3.3)	40 pts
Total Points Possible	100 pts

The City will enter into contract negotiations with the first-ranked Consultant respondent that it deems most capable of fulfilling the intent of the Project, in accordance with the Evaluation Criteria provided. If the two parties (i.e., the City and first-ranked Consultant respondent) negotiating in good faith are unable to reach a contract agreement, the City reserves the right to terminate discussions with the first-ranked Consultant respondent, in writing, and invite the second-ranked Consultant respondent to enter into contract discussions. Once the City and a Consultant have reached an agreement on scope, budget, and schedule, they will enter into a contract agreement.

Section 4.2. Selection Schedule

The selection schedule for the Project is tentatively as follows:

DATE	ITEM
January 23, 2026	RFQ release
January 30, 2026	Questions due by 1:00pm EST
February 2, 2026	Addenda to be posted on the City's website (if needed)
February 6, 2026	Statement of Qualification ("SOQ") packages due by 1:00pm EST
February 9-10, 2025	Council approval and notification to selected Consultant
March 9-10, 2026	Council approval of contract and issuance of Notice to Proceed (NTP)
May 28, 2026	Consultant to provide final (100%) deliverables

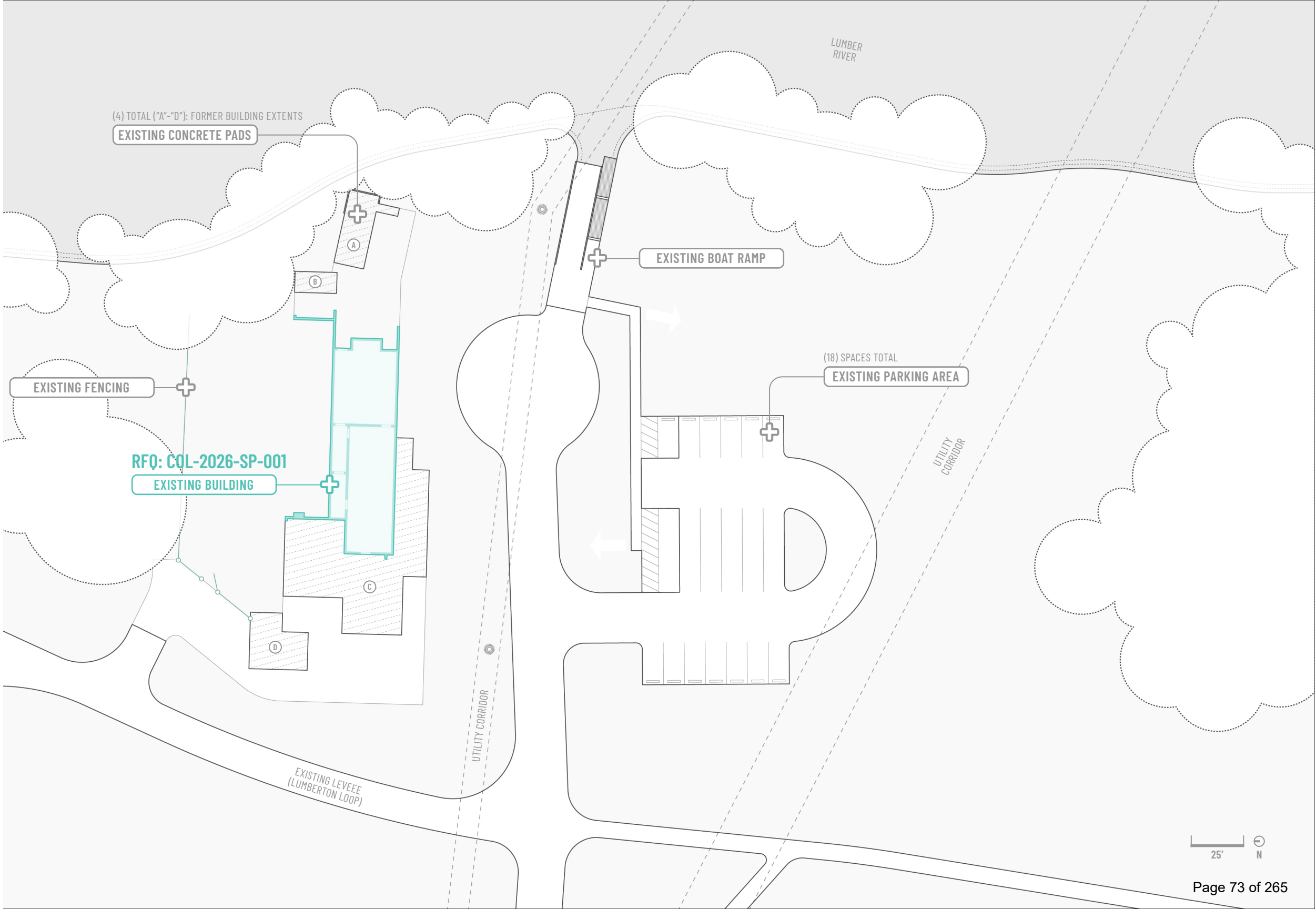
Section 4.3. Questions + Submission Formatting and Delivery

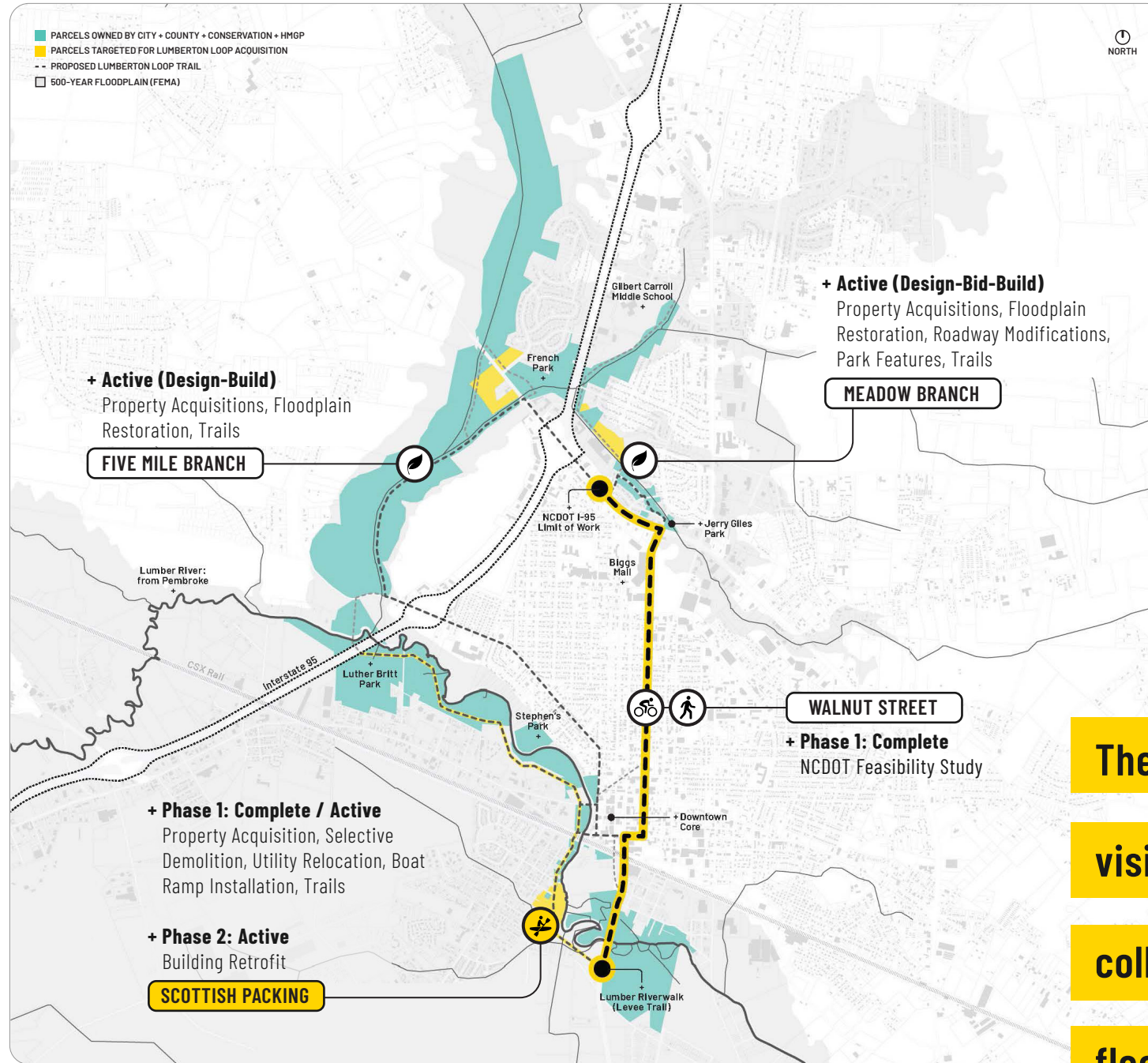
Please reference the information provided below for responding to this RFQ:

- **Section 4.3.1. Questions**
 - All questions are to be submitted via email to Brandon Love (blove@ci.lumberton.nc.us) and Travis Klondike (tmklondi@ncsu.edu).
- **Section 4.3.2. SOQ Formatting**
 - SOQ packages are **not to exceed eight (8) pages** (8 sides) with single-spaced, 12-point font minimum. Front / back covers and dividers between sections do not count against the page limit.
- **5.3.3. SOQ Submission**
 - **Submissions will be received at the City of Lumberton City Hall** (500 N Cedar St, Lumberton, NC 28358) until **1:00pm EST on February 6, 2026**. SOQ packages must be delivered in a physical sealed envelope containing one (1) bound hard copy print copy AND one (1) digital PDF file saved on an external thumb drive. Submittals received not containing these required contents and/or received after this date and time will not be considered.
 - Please reference the RFQ# (COL-2026-SP-001) on the front of the sealed envelope, with attention to: Brandon Love, Deputy City Manager.

Note: The City reserves the right to cancel this solicitation and/or reject any or all candidates and assumes no responsibility for costs incurred by entities preparing responses to this solicitation.







LUMBERTON LOOP

This project is the result of a long-term partnership between the City of Lumberton ("City") and NC State University Coastal Dynamics Design Lab ("CDDL"), which have collaborated since Hurricanes Matthew (2016) and Florence (2018) to create and implement a series of resilience-building projects across the community under the "Lumberton Loop" vision.

The "Lumberton Loop" consolidates over one-hundred and eight (108) fragmented parcels into a connected framework plan. Designed to provide the City with a landmark recreational and flood infrastructure asset, the

plan features an 8.5+ mile greenway trail and stitches together 806+ acres of vacant and/or underutilized land (of which, over 99% is within the 100-year floodplain). **To-date, over \$6.1M has been awarded via external grants and philanthropy to realize the four (4) primary projects within the "Lumberton Loop" framework.** As one of the Loop's core projects, the adaptive reuse of the Scottish Packing site offers a new narrative for a site and neighborhood grappling with the cause-and-effect of flooding and subsequent vacancy, while also playing a critical role in activating the broader "Lumberton Loop" system.

The Scottish Packing site is part of the "Lumberton Loop"

vision - which is a network of resilience-building projects that

collectively aim to reduce future flood damages and revitalize

floodplains for recreational use across the City.

The background of the entire page is a complex architectural rendering of a proposed development. It features a large, multi-level building with a prominent glass and steel structure on the left, and a more solid, modern building on the right. A wide, open plaza with a large, flat roof structure is in the foreground. A deer is depicted in the middle ground, and several people are shown walking and standing in various areas of the development. The entire image is overlaid with a semi-transparent red color.

CITY OF LUMBERTON LUMBERTON LOOP : SCOTTISH PACKING A/E DESIGN SERVICES PROPOSAL

RFQ# (COL-2026-SP-001)

February 6, 2026

EVOKE

Durham Public Schools, Murray
Massenburg Elementary School
Durham, NC
2024



Jockey's Ridge Visitor Center
Nags Head, NC
2023



MAKING MAGIC HAPPEN

Emancipation Park
Houston, TX
2017



February 6th, 2026

Dear Mr. Love and Members of the Selection Committee,

The former Scottish Packing facility occupies a powerful and symbolic place within the City of Lumberton. For decades, it provided food, jobs, and a sense of shared purpose for South Lumberton residents. Following the devastating impacts of Hurricanes Matthew and Florence, the site's partial loss became a reminder of both the community's vulnerability and its resilience. The ongoing transformation of this property into a public park represents an extraordinary opportunity to honor that history while creating a new civic asset rooted in remembrance, adaptation, and public benefit.

We believe that how communities choose to repurpose places shaped by hardship speaks to their core values. The Lumberton Loop and the redevelopment of the Scottish Packing site reflect a commitment to recovery, equity, and long-term stewardship along the Lumber River. The adaptive reuse of the remaining building shell as a park pavilion offers the chance to preserve the site's industrial memory while reimagining it as a space for gathering, reflection, and connection to the river landscape.

When selecting a design team for this project, The City of Lumberton must strongly consider the following: the ability to clearly translate a shared project vision into built form, demonstrated expertise in assessing and designing within existing structural and site constraints, and a proven capacity to honor and elevate a site's history through thoughtful, grounded, and enduring design.

EVOKE is uniquely positioned to bring your vision for this project to life! Our practice reflects a deep commitment to creating architecture that harmonizes with its environment and connects meaningfully with the public it serves. Every project we undertake begins with listening—to the land, its history, and the people who care for it. This philosophy has allowed us to shape places that feel rooted, resilient, and timeless. We approach projects like the Lumberton Loop with deep respect for what remains, seeking to reveal layers of history and celebrate material authenticity while creating welcoming, durable spaces that serve a wide range of users.

Our team brings decades of experience working on publicly funded projects in partnership with municipalities, universities, and community organizations. We have an award-winning portfolio of adaptive-reuse & landscape-oriented projects that align closely with the goals outlined by the City of Lumberton. For this project, we have assembled a trusted consultant team that balances proven experience with innovative thinking, positioned to fully assess existing conditions and support the project's success through future phases. Together, we are prepared to deliver a timely, cohesive assessment and architectural vision that respects the existing building remnants while enabling their safe and meaningful reuse as part of the new Lumberton Loop. Additionally, as adjunct professors at NC State's College of Design, we would welcome the opportunity to further the work of the Coastal Dynamics Design Lab.

We are honored to submit our interest for the Scottish Packing site and welcome the opportunity to further our discussion on how our team can help you realize this exciting project. We believe this pavilion can become a powerful symbol of renewal—one that acknowledges the past while supporting Lumberton's continued recovery and connection to the Lumber River.

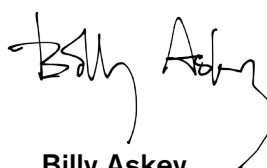
Sincerely,



Teri Canada
FAIA, NOMA, LEED AP
Principal, Co-Founder
teri@evokestudio.com
919.495.6059



Edwin Harris
AIA, NOMA, LEED AP
Principal, Co-Founder
edwin@evokestudio.com
919.495.6071



Billy Askey
AIA, LEED AP
Principal, Co-Founder
billy@evokestudio.com
919.495.6057



EDUCATION

BACHELOR OF ARCHITECTURE - NC STATE UNIVERSITY, 1996
B. OF ENVIRONMENTAL DESIGN IN ARCHITECTURE - NC STATE UNIVERSITY, 1995

REGISTRATIONS

REGISTERED ARCHITECT: NC #9970, SC, TX, GA

TERI CANADA

FAIA, NOMA, LEED AP

CO-FOUNDER, MANAGING PRINCIPAL | EVOKE

Teri is a fervent advocate for exceptional architectural design within each community she has served. For over 28 years, she has thoughtfully and efficiently guided award-winning projects from pre-design through construction administration. As a Project Manager, she carefully guides key stakeholders through the development of esteemed projects for their communities by crafting a unique design process for each of her clients. For Teri, coupling her ability to communicate design ideas with meaningful community engagement is essential to her role in the design process.

PROJECT EXPERIENCE

**Durham Public Schools,
Murray Massenburg Elementary**
Durham, North Carolina

**Windsor Chavis Community
Center at Nocho Park**
Greensboro, North Carolina

Emancipation Park*
Houston, Texas

**John Chavis Memorial Park
Aquatics Center + Heritage Plaza**
Raleigh, North Carolina

**Martin Luther King Jr. Recreation &
Aquatics Center***
Atlanta, Georgia

Jockey's Ridge State Park Visitor Center
Nags Head, North Carolina



EDUCATION

BACHELOR OF ARCHITECTURE - NC STATE UNIVERSITY, 2005
B. OF ENVIRONMENTAL DESIGN IN ARCHITECTURE - NC STATE UNIVERSITY, 2004

REGISTRATIONS

REGISTERED ARCHITECT: NC #13542, VA, TN, MA

EDWIN HARRIS

AIA, NOMA, LEED AP

CO-FOUNDER, LEAD DESIGNER | EVOKE

Edwin's distinctive design abilities have been recognized throughout his career. His design aptitude and competitive spirit have resulted in several competition wins including the National Center for Civil and Human Rights. These striking achievements complement the over 50 design awards that Edwin's projects have achieved. Renowned architect and Edwin's mentor, Phil Freelon, declared Edwin a supremely talented architect on the rise in Architectural Digest Magazine. He is a 2022 recipient of the National AIA Young Architects award. In 2020, he was named to the Triangle Business Journal 40 under 40 for his professional achievements. Edwin is also a Professor in Practice at NC State's School of Architecture

PROJECT EXPERIENCE

**Durham Public Schools,
Murray Massenburg Elementary**
Durham, North Carolina

**Windsor Chavis Community Center
at Nocho Park**
Greensboro, North Carolina

Emancipation Park*
Houston, Texas

**John Chavis Memorial Park
Aquatics Center + Heritage Plaza**
Raleigh, North Carolina

**National Center for Civil
and Human Rights***
Atlanta, Georgia

**Jockey's Ridge State Park Visitor
Center**
Nags Head, North Carolina



EDUCATION

MASTER OF ARCHITECTURE - NC STATE UNIVERSITY, 2017
BACHELOR OF ARCHITECTURE - NC STATE UNIVERSITY, 2006

REGISTRATIONS

REGISTERED ARCHITECT: NC #15493, OH, NY

BILLY ASKEY

AIA, LEED AP

CO-FOUNDER, LEAD PROJECT ARCHITECT | EVOKE

Billy generates creative design solutions in dynamic cultural, social, and economic frameworks with his compassion for the human condition and optimism for the ways in which architecture can contribute to it. With 20 years of experience, his approach to architecture has inspired project teams to execute projects of superior quality regardless of scale, complexity and geographic location. Billy balances composition, poetry and pragmatism, amplifying design excellence with technical innovation. Billy is also a Professor in Practice at NC State's School of Architecture

PROJECT EXPERIENCE

**Durham Public Schools,
Murray Massenburg Elementary**
Durham, North Carolina

**Windsor Chavis Community
Center at Nocho Park**
Greensboro, North Carolina

**John Chavis Memorial Park
Aquatics Center**
Raleigh, North Carolina

**Martin Luther King Jr. Recreation &
Aquatics Center***
Atlanta, Georgia

Freedom Park*
Raleigh, North Carolina

**Jockey's Ridge State Park Visitor
Center**
Nags Head, North Carolina

Included Relevant Projects

*Projects completed during previous association with Perkins+Will

DR. JUHANN WALLER PE

CIVIL ENGINEER | J.C. WALLER & ASSOCIATES

Juhann Waller, CEO, Principal at JC Waller & Associates, PC has more than 20 years of experience overseeing civil engineering projects in the areas of site development, water and sewer utilities, stormwater design management and roadway improvements for projects ranging from \$30 thousand to \$100 million dollars total construction value. Juhann is a leader in the industry, receiving a doctorate in 2023 for his dissertation entitled: *Resilient Infrastructure: An Integrated Design Approach for the Equitable Distribution of Stormwater Capital Improvements Projects for Pluvial Flood Mitigation*. Juhann is very passionate about the firm's success as well as that of his clients.

PROJECT EXPERIENCE

**Durham Public Schools,
Murray Massenburg Elementary**
Durham, North Carolina

**Windsor Chavis Community Center
at Nocho Park**
Greensboro, North Carolina

**John Chavis Memorial Park
Aquatics Center + Heritage Plaza**
Raleigh, North Carolina

**Mayer Park Site Plan-Construction
Documents**
Greensboro, North Carolina

**Oak Ridge Town Park Phase II
Site Plan**
Oak Ridge, North Carolina

**NC A&T State University War
Memorial Stadium**
Greensboro, North Carolina

ANNA REAVES PLA, LEED AP

LANDSCAPE ARCHITECT | REVINGTON REAVES

Anna is a registered landscape architect and founder of Revington Reaves Landscape Architecture and Planning. Her professional work focuses on infusing art, design, and ecology to create landscapes that are connected and purposeful. Anna has extensive experience in institutional and park master planning and site design projects in locations that span the globe. Anna has served on the NCASLA Executive board, Natural Learning Initiative Advisory Board and the Greensboro Beautiful Advisory Board. In addition to her current practice, Anna serves as an adjunct professor of landscape architecture at North Carolina A&T University.

PROJECT EXPERIENCE

**Durham Public Schools,
Murray Massenburg Elementary**
Durham, North Carolina

**Windsor Chavis Community Center
at Nocho Park**
Greensboro, North Carolina

**John Chavis Memorial Park
Aquatics Center + Heritage Plaza**
Raleigh, North Carolina

Freedom Cornerstone Park
Greensboro, North Carolina

Greensboro Aquatics Master Plan
Greensboro, North Carolina

**Play2Play, Comprehensive Parks +
Rec Master Plan**
Greensboro, North Carolina

TYLER STORM PE

STRUCTURAL ENGINEER | THORNTON TOMASETTI

Since joining Thornton Tomasetti in 2011 after earning his master's degree from North Carolina State University, Tyler has participated in the analysis, design and construction administration of various structures, including sports venues, educational facilities, hospitals, commercial facilities and residential buildings. He is responsible for project management, structural analysis and calculations, creation of structural building information models, and coordination with CAD modeling staff.

PROJECT EXPERIENCE

Lenovo Center Renovations
Raleigh, North Carolina

Raleigh Union Station
Raleigh, North Carolina

**Florida International University,
Engineering Laboratory Building**
Orlando, Florida

Guidewell Innovation Center
Orlando, Florida

**Holocaust Museum for Hope and
Humanity**
Orlando, Florida

**Florida International University,
Engineering Laboratory Building**
Orlando, Florida



EDUCATION

DOCTORATE OF DESIGN, NC STATE UNIVERSITY, 2023
M.S., URBAN PLANNING NC A&T UNIVERSITY, 2006
B.S., CIVIL ENGINEERING NC A&T UNIVERSITY, 2005

REGISTRATIONS

PROFESSIONAL ENGINEER (PE): NC #035657, SC, VA



EDUCATION

M. OF LANDSCAPE ARCHITECTURE, CORNELL UNIVERSITY
M. OF CITY AND REGIONAL PLANNING, CORNELL UNIVERSITY

REGISTRATIONS

REGISTERED LANDSCAPE ARCHITECT: NC #1692



EDUCATION

M.S., CIVIL ENGINEERING - NC STATE UNIVERSITY, 2011
B.S., CIVIL ENGINEERING - NC STATE UNIVERSITY, 2009

REGISTRATIONS

LICENSED PROFESSIONAL ENGINEER (NC, FL) - # 80418

GREAT DESIGN TO POSITIVELY IMPACT COMMUNITIES.

DESIGN APPROACH & PHILOSOPHY

Our firm was established on the edict that people matter.

We rely on the communicative power of architecture to unearth and translate your project's vision into a remarkable, bespoke design. Our collaborative approach relies on an interconnected design process where both the owner and end users are integral members of the design team, building momentum for an exciting and successful project.

The EVOKE team will work in line with our strong, shared design philosophy which encourages collaboration, exploration, and innovation.

EVOKE Studio Architecture, Revington Reaves Landscape Architecture and J.C. Waller have a long-standing history of collaboration on projects that seamlessly integrate architecture and site. Through community-led design, this partnership has delivered resilient architectural and landscape outcomes that enhance usability, durability, and long-term value while supporting equitable benefits for the communities they serve. Additionally, Thornton Tomasetti works closely with the design team in an interdisciplinary process to develop forward-thinking, adaptive solutions that anticipate and resolve the complex challenges of floodplain conditions and structural restoration. Together, our team integrates analysis, mitigation, and resilience strategies early in design to inform physical improvements and long-term performance, ensuring the project is both resilient and responsive to its site.

We will begin by conducting a kick-off and visioning session that will include key stakeholders identified by the City of Lumberton, which may include city staff and park representatives. The visioning session is critical in setting the tone of the design and construction process, while allowing us to discover and document the main goals of key stakeholders and get a clear understanding of the design drivers of the project. In this dialogue we will also share our knowledge and recommendations based on our extensive experience designing community-focused, recreational, outdoor, and cultural facilities. In addition, we will also seek a complete understanding of project scope, and time constraints, and propose ways to streamline the process to save time and money so we can achieve the desired outcome more efficiently.

At the end of the visioning session, the team will have built consensus within the stakeholder group about how to move forward with the project, using the resulting goals and design drivers as a benchmark to which we can hold all other decisions moving forward.





DURHAM PUBLIC SCHOOLS MURRAY-MASSENBURG ELEMENTARY

DURHAM, NORTH CAROLINA

PROJECT DESCRIPTION

This new community beacon is a direct fusion of the 21st-century learning goals outlined by Durham Public Schools and the uniquely wooded and hilly site. The interwoven relationship between the natural and built environment permeates the project. The school is organized around a central courtyard to maintain a compact footprint, take advantage of the site's natural topography, and foster a sense of community among students, teachers, and parents. Each turn of the building becomes a visually open learning commons that allows learning to spill beyond the walls of the classroom.

AWARDS

2023 AIA Triangle Merit Award
2025 AIA Triangle Merit Award

AREA

135,000 SF
33 Acre Site

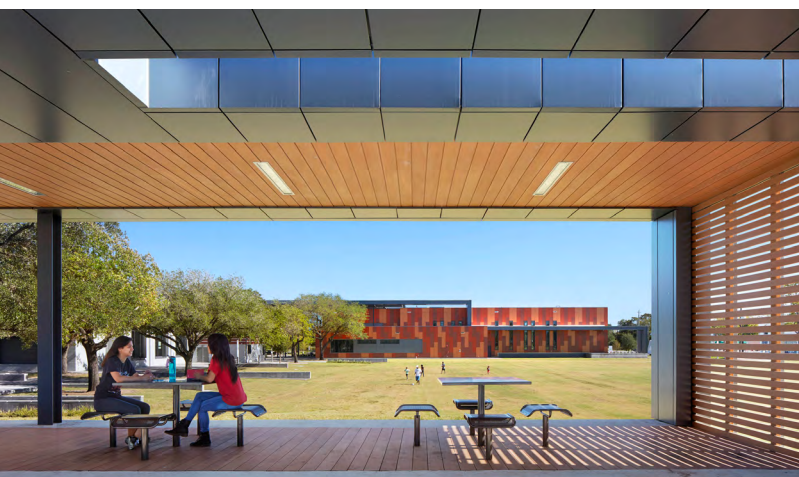
PROJECT STATUS

Completed | 2024

PERSONNEL OVERLAP

Teri Canada - Managing Principal
Edwin Harris - Lead Designer
Billy Askey - Lead Project Architect
Revington Reaves - Landscape Architect
J.C. Waller & Assoc. - Civil Engineering





EMANCIPATION PARK*

HOUSTON, TEXAS

PROJECT DESCRIPTION

Emancipation Park is a 10-acre park purchased by four former slaves in 1872 in Houston's historic Third Ward neighborhood. It originally served as a location to celebrate Juneteenth, the June 19, 1865, emancipation of African Americans in Texas. Until the 1950s it was the only public park and swimming pool in Houston open to African Americans. The new Emancipation Park is an inter-woven tapestry of buildings and landscape that celebrate the park's rich history while embracing the present and future of its community. It includes a new pool, new shelters, children's play areas, large multi-purpose spaces, and various places for visitors to celebrate freedom.

AWARDS

2020 AIA South Atlantic Region Honor Award
2018 AIA North Carolina - Merit Award
2018 AIA Houston - Merit Award

AREA

30,450 Total SF
10 Acre Site

PROJECT STATUS

Completed | 2017

PERSONNEL OVERLAP

Teri Canada - Managing Principal
Edwin Harris - Lead Designer

** Completed during previous association with Perkins + Will*



WINDSOR CHAVIS NOCHO PARK COMMUNITY COMPLEX*

GREENSBORO, NORTH CAROLINA

PROJECT DESCRIPTION

The new Windsor Chavis Nocho Community Complex will be an innovative model for housing multiple city departments—Libraries and Parks and Recreation—under one roof to offer essential resources and innovative programs to neighborhood residents and citizens of Greensboro. The community hub is designed as a multi-generational resource that addresses present and future needs by engaging with and listening to community input to directly inform the outcome. The community center sits in the middle of historic Nocho Park to help connect city residents with the natural environment and learning and recreation experiences centered around outdoor experiences.

AREA

65,000 SF
13 Acre Site

PROJECT STATUS

In-Construction | 2027

PERSONNEL OVERLAP

Teri Canada - Managing Principal
Edwin Harris - Lead Designer
Billy Askey - Lead Project Architect
Revington Reaves - Community Engagement
J.C. Waller & Assoc. - Civil Engineering

* EVOKE serving as Associate Design Architect;
VINES Architecture serving as Design Architect





EVOKE

401 FOSTER STREET, SUITE B1
DURHAM, NORTH CAROLINA 27701
T. 919.495.6079

EVOKESTUDIO.COM

*We long to belong, and belonging and caring
anchors our sense of place in the universe.*

Prepared For:
The City of Lumberton

ATTN: Brandon Love, Deputy City Manager
email: bllove@ci.lumberton.nc.us



PROPOSAL

February 02 2026

Statement of Qualifications

**LUMBERTON LOOP-
SCOTTISH PACKING**

PREPARED BY:
in situ studio
a NCSBE HUB business





“Tell your story early and often and it will allow others to truly find their place.”

June 09, 2025

The City of Asheville
ATTN: Brandon Love, Deputy City Manager;
cc: Travis Klondike

RE: RFQ: COL-2026-SP-001

To Mr. Love; Mr. Klondike;

As Design Principals of **in situ studio**, we respectfully submit this Letter of Interest for the Lumberton Loop: Scottish Packing Structural Assessment and Architectural Services Project. We are hopeful to have the opportunity to contribute to this round of generationally impactful community-driven work in Lumberton. Our firm is currently working throughout the region, and has extensive park experience. Additionally, we are professors of practice at NCSU College of Design, so the connection to the Coastal Dynamics Lab is near and dear to our heart. We hope to discuss our design approach with you in-person, during the next phase of your selection process.

Over the past fifteen years we have had the pleasure of designing and managing some of the most unique buildings built in the State of North Carolina. These include projects whose missions center around education, service, recreation, nature, cultural arts, and outreach. We have directed every stage of the design and construction process, from master planning and schematic design through construction administration. This includes sophisticated levels of coordination with expert consultants, and iterative engagement with community stakeholders. This is the only way we know to work. Since 2010, our firm has continued to pursue design excellence and offer steady service to clients in many different sectors - parks + municipalities, housing, liturgical, hospitality, cultural, educational, and historic renovation. We recently wrapped up the first pickleball center in Raleigh, have just completed a new 300ac ground-up park with Wake County, renovated a historic woodland masonry cabin, and are working on a 4,500 SF Visitor Center for Town Creek Indian Mound. Our ability to work at multiple scales, across typologies, across the NC landscape with a complex consultant team uniquely suits us for these projects.

In our office, and similarly at **Surface** (our landscape design partners), we work to uncover design solutions unique to clients' needs, appropriate to the places in which we are building, attune to budget constraints, and innovative in the ways they solve problems through common sense. We value collaboration with clients, consultants, and other stakeholders during the design and construction process, and our persistent search for the best approach to a project is sure to have a positive impact on the future development of our city. Our design team is ready to direct a coordinated effort that fulfills your goals, complete with an understanding of the necessary operational continuity any existing facilities may require.

With a combined 40 years of architectural design and project management experience, my business partner and I will serve as the Principal-in-Charge and Project Design Architect. In the past fifteen years at **in situ studio**, we have led the programming, planning, owner and user engagement process, construction documentation, bid administration, and construction observation for a number of public projects in North Carolina including the first LEED Platinum building in the state. Every project we work on is centered around a unique mission and client structure, and we are excited to serve your mission by leading a smooth visioning and engagement, design, and construction process.

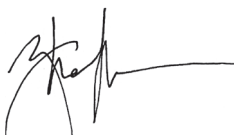
The subsequent pages are designed to present our team and project approach to you. We have decided to partner with an experienced engineering team at **Sigma ES**, the **TRC** civil/site group for on the ground expertise, **Lysaght** will be brought in as structural engineer with extensive historic renovation and analysis experience, and **Palacio Collaborative** will be brought in per phase to assist with 3rd Party Cost Estimation. This asset is invaluable to a team approach focused on budget and schedule. Our full local offices will be engaged with the project from the outset and are all qualified to deliver a fully-coordinated project.

We are eager to hear from you. If you need anything else at this time, please do not hesitate to ask.

Sincerely,



Matt Griffith, FAIA, Founding Principal



Zach Hoffman, AIA, Principal

***Zach Hoffman will serve as prime leader, and project point-of-contact for this project.**

*The design team acknowledges and accepts the terms and requirements of this RFQ, dated 01 23 26.

PHOTO REFERENCE: CHURCH ON MORGAN HISTORIC RESTORATION



“...every detail and moment was considered.”

FIRM PROFILE + EXPERTISE



in situ studio

704 N Person Street, Raleigh, NC 27604

www.insitustudio.us



2024 Triangle Firm of the Year



2024 Best Small Practice
Southeast - Honorable Mention



2023 NC Firm of
the Year

WHO WE ARE

in situ studio is a HUB-NCSBE certified, design-based architectural practice that specializes in modern, sustainable and community-driven architecture. We have been recognized for the quality of our work across building types.

We pursue **work that matters in our community**, seek unique outcomes for each client and site that **elevate the imagination for design** in our region, and have a leading voice in the still vital modernist narrative in the American South. We do not sell a “product,” instead relying on a time-intensive, collaborative design process to produce beautiful, well-functioning architecture.

in situ studio has completed over 130 projects in 15 years across North Carolina in both the private and public sectors with no legal issues.

Our team prioritizes effective communication, open problem solving, and clear efficient solutions.

WHAT WE DO

We also have experience working with **complex client groups to distill a singular vision for each project**, from our work with universities, museum staff, and public park stakeholders. We imagine a diverse stakeholder group with this project that involves institutional leadership, faculty, staff, and possibly public input. Working with this complex organization will require well-coordinated stakeholder meetings and consistent communication with all parties throughout the design, bidding, and construction phases. We have the experience necessary to organize and lead a design process that leverages the expertise of our consultant team to the benefit of all stakeholders. Our work experience, demonstrated by the featured projects that follow, has equipped us to successfully engage your project and offer a **unique level of attention** afforded to our clients.





PRIME DESIGN TEAM -

in situ studio

*a HUB NC Small Business Enterprise
*educators at NCSU College of Design

PROJECT ARCHITECT



Current Availability

Projected Availability

Matt Griffith, FAIA, #11446

MArch, Urban Design Concentration, NCSU, 2002
BS Mathematics, Davidson College, 1996
Professional License, NC #11446

Before founding **in situ studio**, Matt worked in the offices of Marlon Blackwell Architect (2002-2006) and Frank Harmon Architect (2006-2010). He has been practicing architecture for 19 years and also serves as Professor in Practice at the NCSU School of Architecture, where he teaches design studios. Matt's professional experience and expertise covers the full range of design services, from feasibility study and site analysis, to project management, construction detailing, and construction administration.

DESIGN ARCHITECT



PRIMARY CONTACT

Current Availability

Projected Availability

Zach Hoffman, AIA, #14288

MArch, NCSU, 2014
BS Building Science, Appalachian State Univ, 2011
Professional License, NC #14288

Before joining **in situ studio** in 2015, Zach worked at Cannon Architects (2011-2015). Zach has been an Adjunct Professor of architecture at NCSU since 2015. Since joining the studio, Zach has taken on a strong leadership role in project design and project management for high profile projects such as the North Carolina Museum of Art's Park Visitor Center and Baileywick Park (recently completed). Zach places utmost importance on design excellence. He is passionate about the architect's responsibility to leave a project site better than how it was found.

PROJECT MANAGER



Current Availability

Projected Availability

Kelly Wu, AIA, #18067

BArch, NCSU 2024
BEDA, NCSU 2023

Before joining **in situ studio**, Kelly grew up in Cary, NC and has recently graduated with honors from her BArch at NCSU College of Design. She also minored in both Sociology and Landscape Architecture due to her interest in the interdisciplinary nature of architecture to shape society and the future. In school, Kelly has been an active member at the School of Architecture, serving as Vice President of AIAS, as well as being nominated and awarded for the AIA Triangle Scholarship and the Shawcroft Hand-Drawing Competition.

****ADDITIONAL CONSULTANTS WILL BE CONSIDERED BASED ON THE SPECIFIC SCOPE OF THE PROJECT THESE INCLUDE BUT ARE NOT LIMITED TO: BUILDING COMMISSIONING (EPSTEN), COST ESTIMATION, SURVEYING + GEOTECHNICAL, ETC.**



CONSULTANT DESIGN TEAM

LANDSCAPE
ARCHITECT



Current Availability

Projected Availability

Eric Davis, FASLA, LEED AP

Masters of Landscape Architecture, UC Berkeley
PLA NC #1330

Eric Davis is vice president at Surface 678. He brings 28 years of experience in landscape design, master planning, recreational design, and community planning. Eric's expertise is in master planning, creative design, and well-managed construction processes involving complex, multi-disciplinary teams. Eric is strongly suited to projects involving public engagement, collaboration with artists, environmental and habitat consultants, and government agency coordination.

PME
ENGINEERS




Current Availability

Projected Availability

Paul Romiti, PE | Reggie Adams, PE

MS Mechanical Engineering, NCSU
PE NC #26581

BS Electrical Engineering, NCSU
PE NC #19658

Mr. Romiti's 27 years of experience includes complete mechanical, plumbing, and fire-protection design in both renovated and new structures. Specializing in tight budgets, and aggressive schedules, he remains client driven and delivers systems that meet project needs and LEED standards.

Mr. Adams has 37 years of experience in the electrical engineering field, marketing, and project management. These projects were often "fast-track" type efforts with project teams ranging from architects to civil engineers, to building system engineers.

STRUCTURAL
ENGINEER



Current Availability

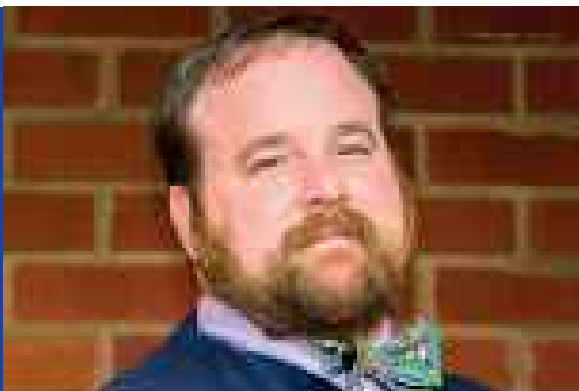
Projected Availability

Chuck Lysaght, PE

MS Civil Engineering, NCSU
PE NC #7929

Chuck has 50+ years of experience as the structural engineer for governmental, educational, commercial, industrial, and residential projects using steel, reinforced concrete, masonry, laminated wood, light gauge steel and heavy timber. His ability to develop creative and often unexpected solutions to structural and budget challenges is just one reason why architects, contractors, and clients in more than 35 states want

CIVIL + SITE
ENGINEER



TYRUS CLAYTON, PE, LEED AP

BS Civil Engineering, NCSU 2000
PE NC #28909

Mr. Clayton has utilized his engineering expertise on a broad range of projects including municipal infrastructure, geotechnical investigations, stormwater management, site design, and construction administration. He is responsible for directing numerous environmental, geotechnical, and civil engineering projects for counties, municipalities, private enterprises, general contractors, and state agencies.

+ CONSULTANT PROFILES + EXPERTISE

Surface

215 Morris Street Ste 150, Durham NC 27701
<https://surface678.com/>

Surface 678 is a landscape architecture firm dedicated to design excellence and the **integration of natural systems** and craft into our work. Surface is where users perceive the design benefits expressed by our ideas. Surface becomes the visual and cultural expression of the landscapes' beauty and function, serving the needs of the user, providing for social interaction, and reflecting and enhancing the sites natural and built composition. Surface 678 is committed to creating iconic landscapes throughout the southeastern United States—focused upon horticultural zones 6, 7, and 8. A major hallmark of our firm is our **emphasis on collaboration and communication**. We achieve successful design through open, honest, and positive design collaboration among all parties. The collective intelligence derived from this communication presents itself as a satisfying and meaningful combination of architecture, landscape, and community.



114 Edinburgh South Dr. Suite 200. Cary, NC 27511
<https://www.trccompanies.com/>

TRC is a full-service engineering firm delivering environmentally focused, technology-driven solutions throughout our communities. Since 1969, we have provided expert engineering, planning, funding and municipal-operations support, and program management services, combining science and technology to deliver a lasting, positive impact in our communities.

As a testament to our service, TRC is recognized by Engineering News-Record year after year for excellence in design services and performance in the markets we serve. TRC is ranked #9 of the Top 100 Pure Designers and #17 in the Top 500 Design Firms across the country.



120 St. Mary's Street, Raleigh NC 27605
<https://www.lysaghtassociates.com/>

Our clients will be the first to tell you that without our outside-the-box solutions, they might have never been able to build, renovate or repair what they had in mind. Our experience includes the latest in steel, heavy timber, light frame timber, light-gauge, reinforced concrete, masonry, and everything in between.



5909 Falls of Neuse Rd, Suite 101, Raleigh NC 27609
<https://www.sigmaes.com/>

Our objective is to provide superior consulting services for the design of mechanical (HVAC), plumbing, electrical, fire suppression, fire alarm, and telecommunications systems. Additionally, we provide feasibility studies, cost estimating, due diligence reports, master planning, and systems analysis. We perform life cycle cost analysis and energy modeling on most large projects and offer temperature control system verification on all projects to ensure that all equipment is operating at design performance.

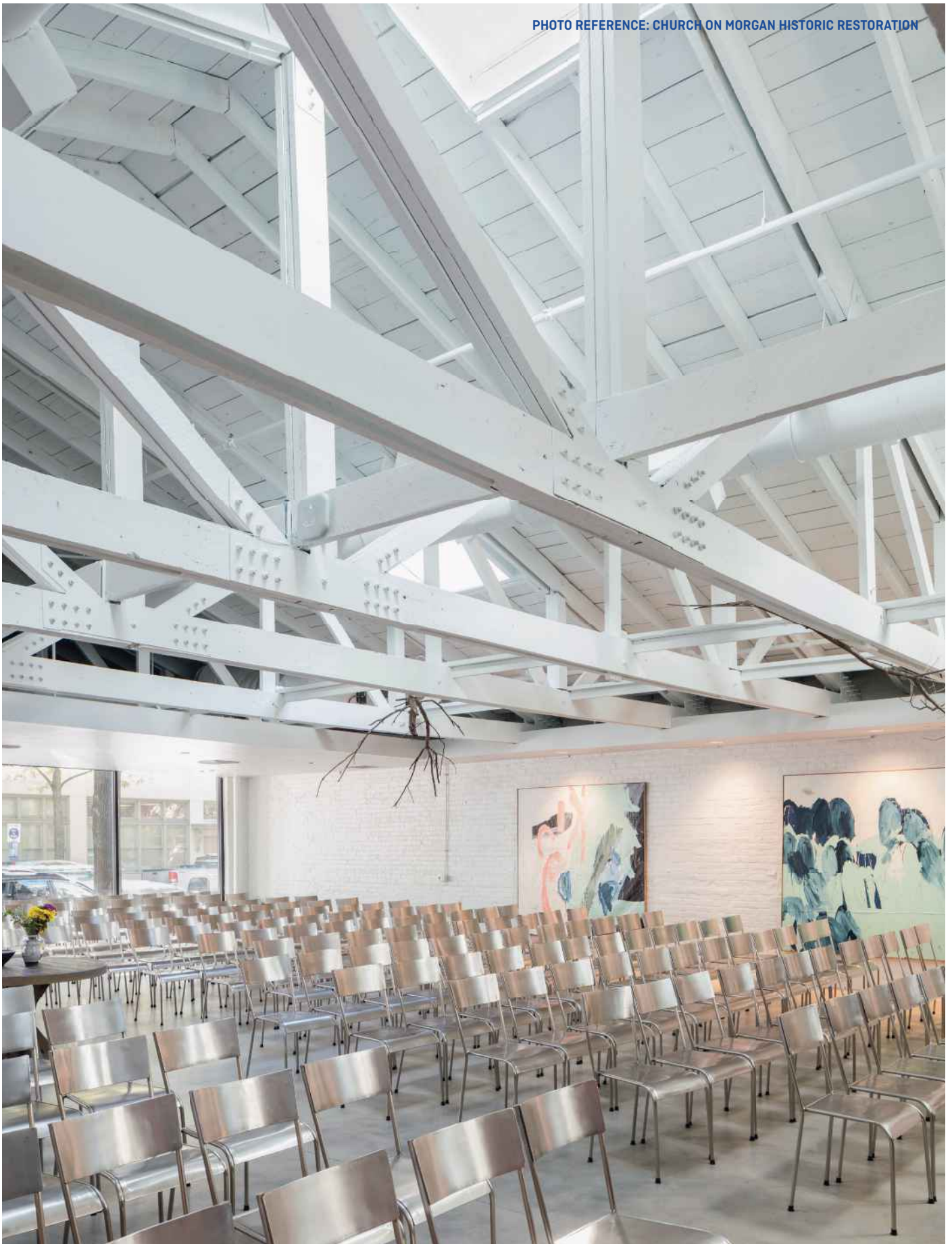


4819 Emperor Boulevard, Suite 400
 Durham, NC 27703
<https://www.palaciocollaborative.com/>

We are a minority-owned full-service construction cost estimating firm headquartered in Atlanta, Georgia with offices in NC + across the southeast. Strategically located, we provide quality estimating nationwide in a variety of markets. Our primary services include conceptual cost modeling, budget verification, cost management, and value management.



PHOTO REFERENCE: CHURCH ON MORGAN HISTORIC RESTORATION



“

...we seek a future...together.”



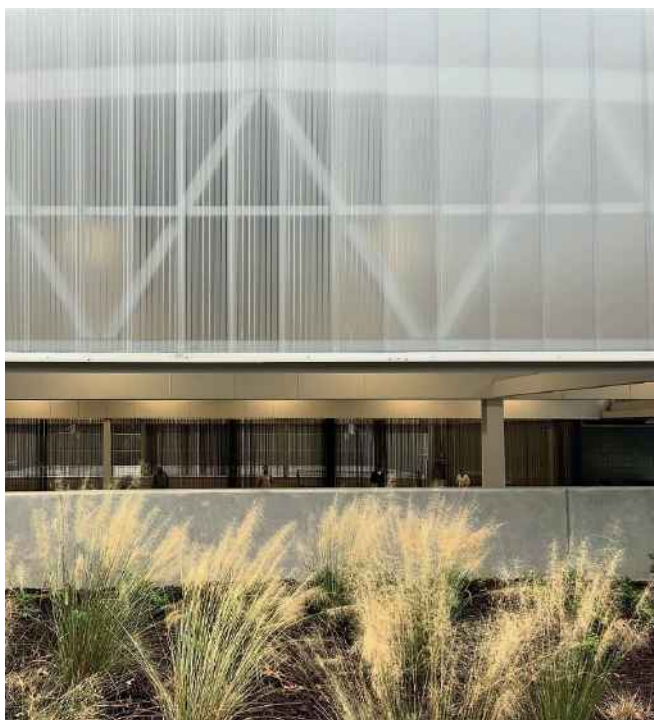
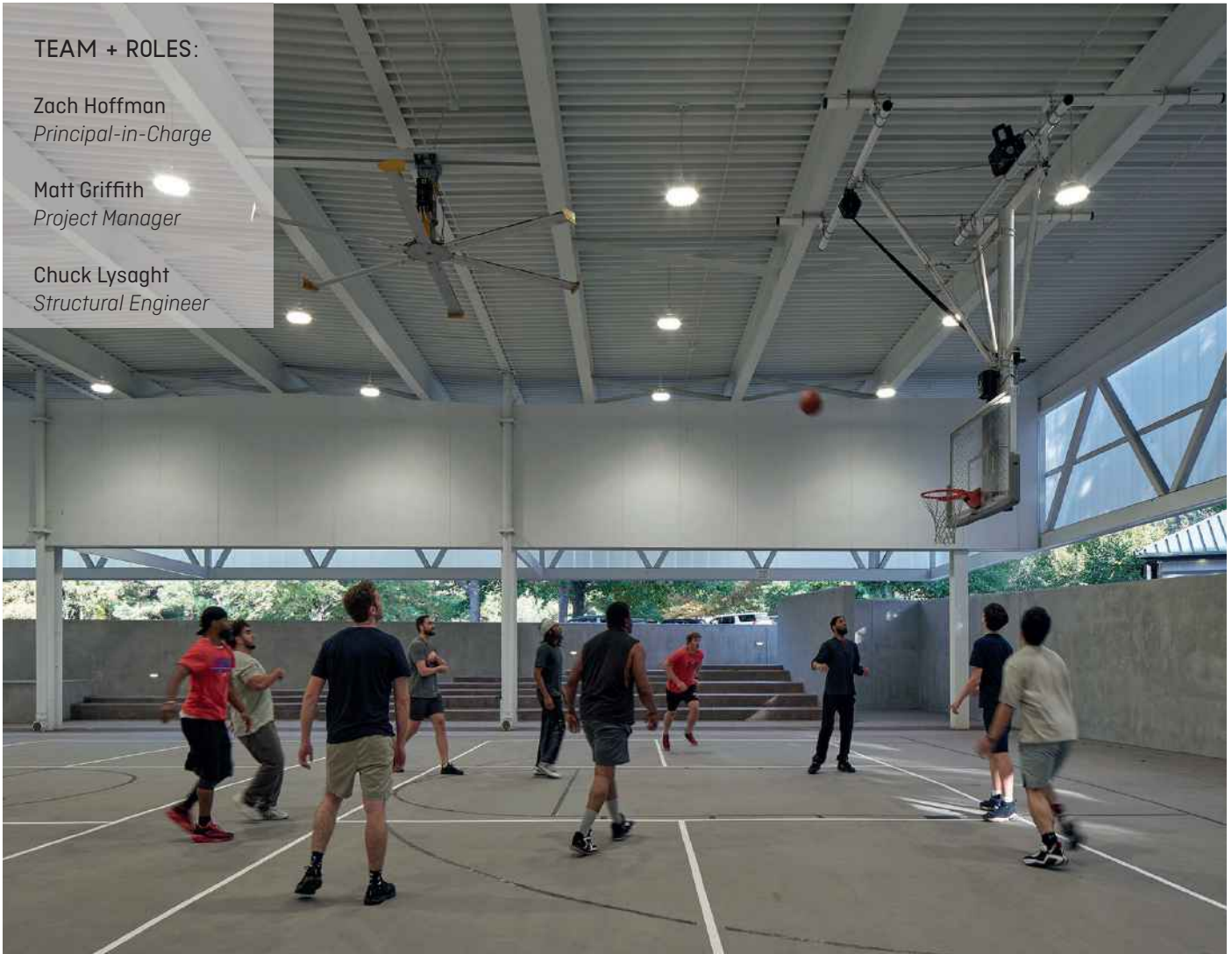
BAILEYWICK PARK RECREATION CENTER

TEAM + ROLES:

Zach Hoffman
Principal-in-Charge

Matt Griffith
Project Manager

Chuck Lysaght
Structural Engineer



REF: SHAWSHEEN BAKER, PLA, AICP

CONTACT: shawsheen.baker@raleighnc.gov

Raleigh, NC

20,217 SF Recreation Center + Park Improvements

Complete

Budget: \$4,800,000

Baileywick Park is located in a far north suburb of Raleigh. The park is programmed with baseball fields, a playground, and a multi-purpose field.

The county-side greenway passes through the park. Burgeoning growth in the area has placed new demand on the park, specifically for all-weather play areas for basketball and pickleball. The new shelter is suspended in the air on twelve columns and shrouded in a translucent skin. A series of concrete site walls folds underneath, negotiating a significant change in topography. A tile-clad storage and utility "box" serves as a stage backdrop for cultural and other events.



TEAM PARKS + RECREATION EXPERIENCE



HISTORIC STRUCTURE REVIVAL

Undisclosed, NC

750SF Historic Restoration of Masonry Shell

Budget: \$250,000

Treating the existing shell as a 'found object' our team, paired with Lysaght & Associates did a full structural analysis on an existing hunting shed in NC. This shed has a significant historic value, and the client wanted to keep every bit of the existing structure in place, stabilize it for another 75 years, but also rewild it. Architecture and Structure worked hand in hand to design expressive and functional detailing. The finished project, celebrates history, nature, time, and the changing of the seasons.

UNDERSTANDING THE PROJECT



Proximity to Lumberton NC

All of our offices focus on hyper-local design solutions unique to North Carolina. We all have worked across NC, but understand the specific sensitivity, place, and value system of the tidewater region!

Surface is currently working on the Lumberton Fivemile Greenway !

The design team has worked on countless projects in the tidewater, partnering with critical site agencies.

Add'l Design Team Projects

Town Creek Indian Mound Museum + Visitor Center Renovation
in situ studio + Sigma

City of Asheville Pickleball Complex
Surface + in situ studio

Historic Oak View County Park Restoration
in situ studio + Sigma

Blue Jay Point County Park
in situ studio + Surface + Lysaght + Sigma

NCSU Brooks Hall - Historic Renovation
in situ studio + Sigma

Historic Yates Mill Park Renovation



BEECH BLUFF COUNTY PARK CENTER + CAMPUS

TEAM + ROLES:

Matt Griffith
Principal-in-Charge

Eric Davis
Landscape Architect

Zach Hoffman
Project Designer

Chuck Lysaght
Structural Engineer

SIGMA ES
PME Engineers



REF: ERIC STAEHLE, PLA, ASLA

CONTACT: eric.staehle@wakegov.com

Willow Springs, NC

7,500 sf Park Center, 7 structures

Completed Spring 2025

Budget: \$13,000,000

Beech Bluff County Park is located on formerly agrarian land in a rapidly developing area of southeastern Wake County. The site plan maintains working fields along the highway, creates recreational areas in the middle ground, and establishes trailheads that access a mature forest and stream valley on the north half of the 300-acre site.

The design team was responsible for 7 new structures and a complete park landscape. All structures demonstrate passive and active sustainability strategies.



*"projects are a celebration of [the] community, and a
inspiration to the next generation"*

Thank You

 zach@insitustudio.us
staff@insitustudio.us

 919 704 2617

 @in_situ_studio

 www.insitustudio.us



Request for Qualifications:



LUMBERTON LOOP: SCOTTISH PACKING STRUCTURAL ASSESSMENT and ARCHITECTURAL SERVICES

RFQ# COL-2026-SP-001

06 February 2026

CITY OF LUMBERTON, NC

Attn: Brandon Love, Deputy City Manager
blove@ci.lumberton.nc.us



Submitted by:

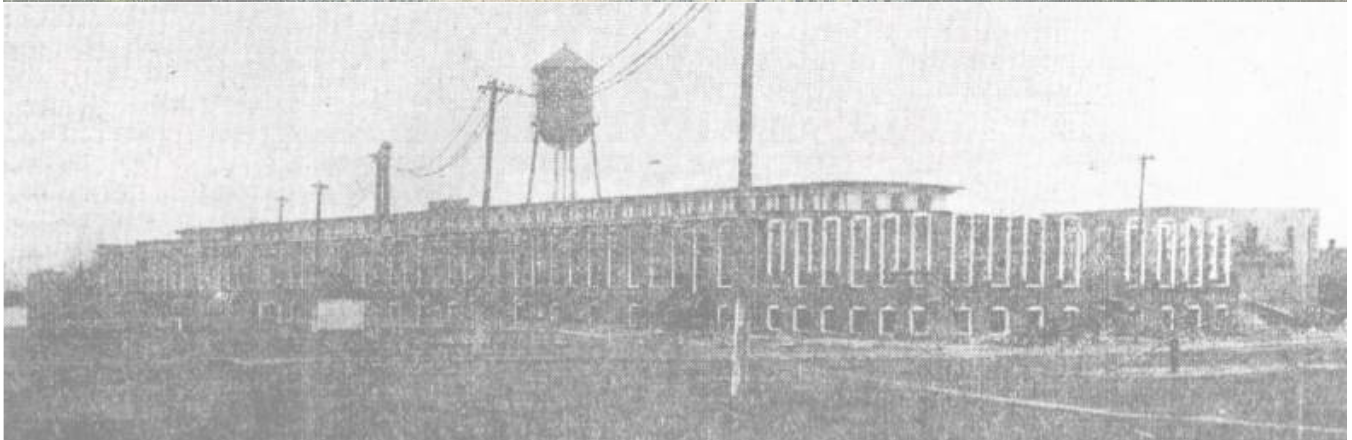
provision studio, pllc

919.272.3349

www.provisionstudio.design

3.1 COVER LETTER

- Project Understanding
- Qualifications Statement
- Confirmation of Capacity



6 February 2026

Brandon Love, Assistant City Manager
City of Lumberton
500 North Cedar Street
Lumberton, North Carolina 28358
RE:RFQ# COL-2026-SP-001



Mr. Love and Selection Committee Members__

We are pleased to present our qualifications for your Lumberton Loop: Scottish Packing Structural Assessment and Architectural Services project. We are energized to lend our expertise to the City. We have shaped our careers to work with existing structures to celebrate the communities in which they reside. We want to ensure that the Scottish Packing Site becomes a vital part of the resilience-building project known as the Lumberton Loop, a significant effort comprising over one-hundred parcels to that will provide the City with a hallmark public asset.

The City of Lumberton, the county seat of Robeson County, was founded in 1787, and prospered as a shipping port for timber and naval stores, utilizing the Lumber River. The river cuts a swath through the southwestern portion of the city, and was a component of the extensive flooding due to Hurricanes Matthew (2016) and Florence (2018). The NCSU Coastal Dynamics Design Lab (CDDL) has worked with the City on resilience strategies since 2018, including two Community Floodprint studies, culminating into the Lumberton Loop project. The southern anchor for that project is the Scottish Packing Building property. The City has boldly embarked on a multi-year process in repurposing the flooded remnants of this important heritage site for public enjoyment of the river and open space along its banks.

Provision Studio has chosen to partner with our primary team member, Drye McGlammetry Structural Engineers, because of our previous shared experience with CDDL projects. Drye-McGlammetry will bring the expertise to evaluate the existing structure and develop a design to stabilize and elegantly enhance your asset. We want to highlight some other partnerships we have with Catalyst Design and Site Collaborative, should you determine there is a need for their services; they both are capable of adding support on demand for funding, stakeholder engagement and broader site-related design issues.

At this juncture, we understand that we are tasked with developing a concept for the building's new life that is a robust, cost-effective and engaging vision that excites the community. We will start by documenting the existing conditions by scanning/measuring and photographing the building. This will provide a solid basis for both the structural assessment and subsequent design solutions. First, we will verify the integrity of existing masonry walls and concrete slab and provide recommendations for any repair and stabilization. Second, we will develop concepts based on your input and any prior community feedback along with the identified structural solution. In turn, we will generate schematic architectural plans, elevations, sections and associated details for a shade structure, public restrooms, boardwalk and viewing platform and educational amenities. We will digitally model all work to prepare presentation-ready deliverables including a 3D rendering, representative of the park vision, coordinated with the City and CDDL so that it is ready to receive feedback from any stakeholders you choose by the March 28th deadline.

Please contact me with any questions regarding this letter or our RFQ response. We look forward to a successful collaboration.

Sincerely,



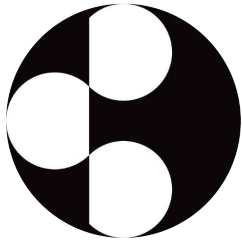
Daniel R. Culbertson, AIA
provision studio, Principal

3.2 PROJECT TEAM

- Firm Biographies
- Individual Résumés



LUMBERTON LOOP: SCOTTISH PACKING STRUCTURAL ASSESSMENT & ARCHITECTURAL SERVICES



provision studio



A



B



C

provision studio, PLLC

NC Board of Architecture
Registration #53749

603 Holden Street
Raleigh, NC 27604
919.740.5436

www.provisionstudio.design

Principal Contact:

Daniel R Culbertson, AIA NCARB
919.272.3349

dc@provisionstudio.design

FIRM HISTORY AND IDENTITY

Founded in 2021, Provision Studio champions architecture as the embodiment of a place, believing that buildings and spaces have the potential to tell a community's story. With over 50 years of combined experience, our firm serves both private and public clients, leveraging strong relationships with industry peers to assemble teams with the appropriate expertise. This approach ensures successful and creative solutions for a diverse range of projects, from large infrastructure developments and multi-stakeholder masterplans to sensitive historical renovations.

Our role as a liaison between local, state, and federal agencies facilitates projects that are not only transformative for their communities but also fiscally responsible. Our commitment to excellence is consistently recognized by professional and municipal awards programs throughout the state.

Provision Studio's portfolio comprises civic, commercial and residential projects including municipal park structures, hospitality repositioning, retail upfits, industrial food processing facilities, private residences, accessory dwelling units, facilities assessments, and historic rehabilitations. Each project is treated as unique, requiring robust engagement with the owners, occupants, and users to develop a meaningful narrative rooted in their lives. Our dedicated approach ensures that every project not only meets the needs of our clients but also enriches the community it serves.

Other public projects of note include the following. More information is available upon request:

Wake County

Marbles Kids Museum Imax Theater* - 2000
Marbles Kids Museum Expansion Master Plan* - 2019
Five County Stadium PDL Assessment - 2022
Five County Stadium Improvements - 2020 & 2025

Whiteville, NC

Madison Street Park - 2024

Candor, NC

Fitzgerald Park - 2026

Raleigh, NC

- A.** Contemporary Art Museum - Raleigh* - 2011
- Raleigh Police Memorial w/ Thomas Sayre, artist* - 2015
- B.** Raleigh Union Station* - 2019
- Transfer Co. Food Hall* - 2020
- All-Faiths Chapel Rehabilitation, Dix Park* - 2020

Boone, NC

Rhodes Motor Lodge - 2023

Saxapahaw, NC

- C.** Saxapahaw Rivermill* - 2013

Cary, NC

Downtown Library and Public Parking Deck* - 2020

Burlington, NC

Burlington Carousel House* - 2020

Clyde, NC

Building Elevations to Restore
Clyde's Commercial Core - 2025

* Project completed while Project Manager and Project Architect at Clearscapes, PA

LUMBERTON LOOP: SCOTTISH PACKING STRUCTURAL ASSESSMENT & ARCHITECTURAL SERVICES

PROJECT TEAM



Daniel Culbertson, AIA, NCARB

Principal-in-Charge and Senior Project Architect, Provision Studio

Before co-founding Provision Studio, Daniel spent over 25+ years designing and planning a multitude of projects including transportation facilities, libraries, foodhall / restaurants, event spaces, fire stations, residences and historic renovations. He has practiced in South Carolina and Arizona before finally settling in Raleigh, North Carolina.

EDUCATION AND QUALIFICATIONS

- BA, Design, Clemson University
- MArch, Clemson University
- State of North Carolina Architect Registration, License #13109
- National Council of Architectural Registration Board (NCARB) #93902
- 25 Years Experience (comprised of 5+ yrs at Provision Studio & 13 yrs at Clearscapes, with the balance of experience with previous firms in Arizona and South Carolina)
- Member and Volunteer - the American Institute of Architects
- Board Member - Visual Art Exchange, Raleigh, NC



Jon Zellweger, AIA NCARB

Principal and Senior Project Architect, Provision Studio

Jon is a principal and founding partner of Provision Studio. He has over 27+ years experience designing commercial and educational buildings, theaters, transportation facilities, museums, hospitality properties, homes and additions, and historic rehabilitation projects. He has practiced in North Carolina, South Carolina, Virginia and New Jersey.

EDUCATION AND QUALIFICATIONS

- BS, Design, Clemson University
- MArch, Virginia Tech
- State of North Carolina Architect Registration, License #11105
- National Council of Architectural Registration Board (NCARB)
- 27 Years Experience (comprised of 5+ yrs at Provision Studio & 21+ yrs at Clearscapes, with the balance of experience with previous firms in New Jersey and South Carolina)
- Member and Volunteer - the American Institute of Architects
- Past Board Member and Chair - Visual Art Exchange, Raleigh, NC
- Board Member - Artspace, Raleigh, NC

LUMBERTON LOOP: SCOTTISH PACKING STRUCTURAL ASSESSMENT & ARCHITECTURAL SERVICES



NC Firm No. P-1305

2020 Progress CT,
Suite 120J
Raleigh, NC 27604
910.226.2050



FIRM HISTORY & PROJECT TEAM

Founded in 2014, Drye-McGlamery Engineering, PLLC offers engineering design and consulting services in a large part of the east coast and southeast. Drye-McGlamery Engineering has offices in Raleigh and Concord, NC. Our firm brings field experience to the design process through licensed professional engineers with a broad range of experience in the construction industry. Our firm is licensed and insured to practice engineering in North Carolina along with licenses in twenty-two states.

Our management team and staff have participated in the design, drafting, project management and/or construction administration in a wide variety of project sectors. We have been involved in every phase of a project from providing expertise and recommendations during due diligence and conceptual planning to technical review and direction during construction implementation.

Daniel McGlamery, PE

Managing Principal and Senior Structural Engineer, Drye-McGlamery Engineering

Daniel is a co-founder and managing principal of Drye-McGlamery Engineering and licensed professional engineer bringing 20+ years of experience in design engineering, field engineering, construction management and project management to the firm. He has worked on a wide range of design and construction projects in the residential, commercial, healthcare, higher education, federal government, pharmaceuticals, municipal, industrial sectors including several recent projects for the Town of Waynesville and Haywood County.

EDUCATION AND QUALIFICATIONS

- BS Civil Engineering, North Carolina State University
- Master of Engineering Management, Duke University
- American Institute of Steel Construction (AISC)
- OSHA 10 Hour Certified
- Registered Structural Engineer: NC PE #38661 (also: FL and SC)
- 20+ Years Experience

RELEVANT PROJECTS

- Highwoods Amenity Center - Raleigh, NC
- Town of Ocean Isle Beach, Boardwalk Access - Ocean Isle Beach, NC
- Sedwick Park Pedestrian Bridge - Raleigh, NC
- Epcon Community Greenway Bridges - Cary, NC
- Wagon Wheel Bridge - Haywood County, NC
- Chelsea Road Bridge - Waynesville, NC
- Graham St. Wall Bracing Design - Charlotte, NC
- Historic McAdenville Mill Renovation - McAdenville, NC
- River North Multi-Family, Structural Reinforcing - Nashville, TN

LUMBERTON LOOP: SCOTTISH PACKING STRUCTURAL ASSESSMENT & ARCHITECTURAL SERVICES



FIRM HISTORY & PROJECT TEAM

Established in early 2017, Site Collaborative is a landscape architecture firm cultivated from our desire to create memorable and sustainable places while providing exceptional client services, unique design solutions, creative project approaches, detailed technical focus, blended together with a highly-collaborative spirit. Site Collaborative creates spaces that intermingle aesthetics, constructability, ecological processes, and the unique human experience – specifically parks, greenways, public lands, campuses, urban redevelopments, and suburban site retrofits.

Graham Smith, PLA, ASLA, LEED AP, CLARB

President & Senior Landscape Architect, Site Collaborative

Mr. Smith has more than 30 years of professional experience working directly with institutions, municipalities, and design experts across the country on a multitude of projects. Graham is responsible for design, project management and professional oversight for projects. His career has been focused on the creation of spaces that intermingle aesthetics, constructability, ecological processes, and the unique human experience – specifically campuses, trails, public parks, open spaces, and suburban site retrofits.

EDUCATION AND QUALIFICATIONS

- Bachelor of Landscape Architecture, Virginia Tech
- Registered Landscape Architect: NC #1365, Virginia #857, SC#1179
- 30+ Years Experience
- Council of Landscape Registration Board (CLARB): #3930
- LEED Accredited Professional

RELEVANT PROJECTS

- Danville Riverfront Park - Danville, VA
- Tar River State Forest Vision Planning - Franklin County, NC
- Crosby-Garfield Center Drainage + Site Improvements - Wake County, NC



FIRM HISTORY & PROJECT TEAM

Catalyst Design is a woman-owned firm with offices in Raleigh, North Carolina. We provide a range of urban design and architecture services. Our firm is committed to helping organizations move through change to create better places for people.

Roberta MK Fox, AIA, ASLA

Principal, Urban Design and Landscape Architect, Catalyst Design

Bert has 20+ years of experience practicing architecture, landscape architecture, and urban design with a special focus on strategic planning, consensus building, project delivery, and project implementation. She has developed and administered government programs in historic preservation, urban design, and public space policy and design through a series of signature projects including urban plazas, Private Use of Public Space Regulation, and community-focused / community-developed plans.

EDUCATION AND QUALIFICATIONS

- Bachelor of Architecture, The Catholic University of America
- Master of Landscape Architecture, Louisiana State University
- Registered Landscape Architect: NC #12699
- 20+ Years Experience
- American Institute of Architects (AIA), American Society of Landscape Architects (ASLA) and American Planning Association (APA)

3.3 PROJECT EXPERIENCE

- Rhodes Motor Lodge
- Madison Street Park
- Elevating Downtown Clyde





Completed in 2023, the Rhodes Motor Lodge is a market repositioning of the historic Greene's Motel, built in 1950 to serve families traveling along the newly established Blue Ridge Parkway. This scenic route, the longest linear park in the National Park System, offers access to the stunning Appalachian mountains in North Carolina and Virginia.

The design team aimed to create an environment that highlights the outdoor-oriented appeal of Boone and its surroundings, while restoring the property's legacy. The lodge was envisioned as a 'base camp' for outdoor adventures, while also offering a unique experience connected to its historic context.

A grand front porch, the only new structure, serves as a gateway to the hotel. This distinctive steel and heavy-timber structure greets guests with its striking design. Set atop the long drive from the street below, it recalls the original porte cochère, now functioning as an exterior hangout showcasing panoramic mountain views.

While the room layouts were largely preserved, the central common area—originally a modest lobby, manager's apartment, and restaurant—was completely reimaged. Through a series of structural reinforcement and stabilizations, the previously partitioned spaces were opened up to create a flexible common area that serves as a gift shop, lobby, dining/lounge, bar, and game room. The design was conceived as a hiking trail, providing closed and open views throughout the building, with skylights bringing natural light deeper into the space, resembling forest clearings. Furnishings and finishes were all selected to reinforce a refined-rustic mid-century sensibility.

Madison Street Park

Whiteville, North Carolina



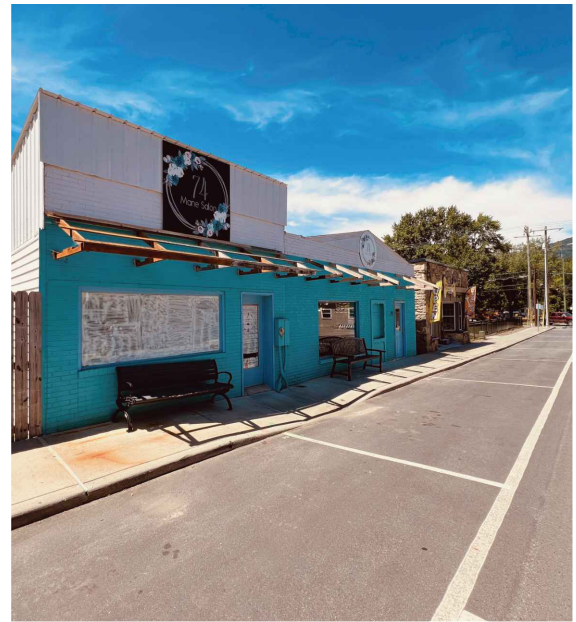
In early 2023, the Coastal Dynamic Design Lab (CDDL) completed a Community Floodprint that studied the impacts of Hurricanes Mathew and Florence on the City of Whiteville that resulted in a masterplan and design for the park.

That process identified stormwater strategies and resilient structure designs that serve the overall park program, including native landscape, a constructed wetland and three permanent structures; a bandshell, comfort station and a picnic shelter. The three structures are arranged across the site based on an analysis that identified relationships between the historic Vineland Depot and railroad, the central business district, the County Courthouse and a shift in the urban grid while overlaying the trajectories of past hurricane events and the latest 100- and 500-year flood plane maps. Each structure is responsive to the potential of flooding, either by elevating the construction or through robust material selections. Inspired by agricultural and rail heritage prevalent in the City as well as the historic building stock of the central business district, they share a common language that creates a unique and memorable solution relating to the community context. Construction recently started in late 2025 with completion anticipated in 2026.

Provision Studio was invited to provide the similar services with our Withers Ravenel for the small community of Candor. Site of the annual North Carolina Peach Festival, the character of the bandshell is inspired by the harvesting and transport of the fruit, specifically the iconic peach basket. Anticipated completion of construction in 2027.

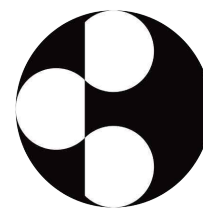
Elevating Downtown Clyde

Clyde, North Carolina



The Town of Clyde, founded in 1890, prospered as an agricultural hub in Haywood County, along the Western North Carolina Railroad (now Blue Ridge Southern Railroad). This low-lying land where the downtown is located, along the course of the Pigeon River, was always prone to flooding, with significant historical events recorded most recently in 2024 with Helene. Prior to that, the Coastal Dynamics Design Lab was working with the Town on resilience strategies for these 16 structures as part of a detailed effort that built on their County-wide “Floodprint” study with Helene revising some of their recommendations.

The design team, including Drye-McGlammary and Sigma Engineered Solutions, was tasked with extending preliminary concepts from CDDL, so that the Town can implement solutions for each building owner that are robust, cost-effective and, most importantly, harmoniously integrated into the existing context. The scope includes elements such as new elevated floor systems, hoistways for future lifts or elevators, stairways and ramps. New wall and roof systems were designed and openings for doors and windows accommodated. Structural and systems designs balances reinforcing existing building fabric and systems to contain overall impact to the buildings.



provision
studio



March 4, 2026

Brandon Love
Deputy City Manager
City of Lumberton
500 N Cedar Street
Lumberton, NC 28358

**Re: Lumberton Loop – Scottish Packing Structural Assessment and Architectural Services
RFQ# COL-2026-SP-001**

Dear Mr. Love:

EVOKE Studio is pleased to submit this proposal to provide structural assessment and schematic architectural services for the adaptive reuse of the former Scottish Packing facility as part of the Lumberton Loop initiative.

We understand that this project represents the next phase of a multi-year partnership between the City of Lumberton and NC State University's Coastal Dynamics Design Lab (CDDL), focused on transforming a flood-impacted industrial property into a resilient public asset. Previous phases have included property acquisition, selective demolition, utility relocation, boat ramp installation, and parking lot construction. The remaining building shell—approximately 3,000 square feet of masonry walls and slab—now presents an opportunity for thoughtful stabilization and reinterpretation as a park pavilion within the Special Flood Hazard Area of the Lumber River.

Our proposal below outlines our understanding of the project, scope of services, schedule, and fee.

1.01 Project Understanding

The Scottish Packing site is both historically significant and environmentally vulnerable. Located entirely within the regulatory Special Flood Hazard Area, the property has experienced catastrophic flooding following Hurricanes Matthew (2016) and Florence (2018). As outlined in the RFQ RFQ, the City's goals include:

- Determining cost-effective strategies to structurally stabilize the remaining building shell.
- Developing flood-resilient architectural concepts suitable for public fundraising and future implementation.
- Retaining structurally viable portions of the existing masonry envelope.
- Creating a flexible pavilion that supports recreation, education, and community programming.

We understand that the target construction budget is approximately \$300,000 (within a broader \$150,000–\$500,000 range depending on grant funding), exclusive of demolition. We further understand the importance of renewed community engagement, as several years have passed since prior public input sessions, and the city has asked for engagement to be provided as additional scope beyond the original RFQ scope.

The project must carefully balance preservation, resilience, and feasibility. Our approach will be guided by three principles:

1. **Respect What Remains** – Evaluate and retain structurally viable elements of the historic shell.
2. **Design for Water** – Accept the reality of periodic inundation and design accordingly.
3. **Build Civic Value** – Create a pavilion that supports programming, education, and stewardship of the Lumber River floodplain.

1.02 Scope of Services – Structural Assessment and Schematic Design

Our services are organized around the two required deliverables:

Deliverable #1 – Structural Assessment Report

Site Investigation for Structural Assessment (1 Visit Included)

- Visual inspection of masonry walls, slab, and remaining structural components
- Documentation of structural issues and possible remedies
- Identification of elements suitable for retention

Documentation of Existing Conditions

- Photographic survey
- Measured existing conditions plan
- Summary of observed deficiencies

Recommendations

- Stabilization strategies
- Areas requiring partial or full removal
- Reinforcement concepts compatible with flood conditions
- Alignment of recommendations with future architectural intent

Deliverable:

- Draft Structural Assessment Report (target April 1, 2026)
- Final Structural Assessment Report following City review

Deliverable #2 – Schematic Architectural Design + Rough Order of Magnitude Cost Estimate

(To commence following the structural assessment from Deliverable #1)

Community Engagement + Programming

- One facilitated public engagement meeting (April 2026)
- Programming summary reflecting community input
- Discussion/survey around desired site/pavilion uses

Schematic Design

- Existing Conditions Plan
- Site Plan (integrating boat ramp, parking, future trail connection) of single proposed

design option

- Floor Plan
- Elevations
- Minimum one Building Section
- Structural update reflecting integration of stabilization strategy
- Flood-resilient design narrative

Renderings (2)

- One contextual site rendering
- One pavilion perspective rendering

Preliminary Cost Estimate (R.O.M.)

- Rough order of magnitude cost
- Alignment with ~\$300,000 target construction budget

Deliverables:

- 50% Draft Package for City Review
- Final Package

1.03 Estimated Schedule

The following schedule represents an estimated outline of activities needed to meet the May 28, 2026 delivery of the Schematic Design Deliverable

- March 9, 2026 = City Council Approvals
- March 10, 2026 = Notice to Proceed
- March 19–25, 2026 = Structural Assessment Site Visit
- April 1, 2026 = Draft Deliverable #1
- Week of April 6, 2026 = Community Engagement Meeting #1
- April 13 – May 1, 2026 = Preliminary Design
- May 7, 2026 = Draft Deliverable #2
- May 14, 2026 = City Review Comments
- **May 28, 2026 = Final Deliverable**
- June 2026 = Community Engagement Meeting #2 (Follow up to share final design, if desired by City)

1.04 Professional Fee

Total Lump Sum Base Services Fee: \$30,000

Includes structural assessment and recommendations (up to 2 site visits), civil engineering consulting, landscape architectural design, architectural design, R.O.M. cost estimate, and project management to provide the scope of services listed above

Additional Fee for Community Engagement \$ 4,0000

Includes community engagement efforts as defined above in the scope of services (maximum of 2 meetings, with the second meeting following completion of Deliverable 2)

Additional services beyond this scope will be provided upon written authorization.

1.05 Exclusions and Conditions

The following are excluded from this proposal:

- A detailed cost estimate
- Construction Documents and Permitting. Should the City wish to proceed into design development and construction documentation, we would be pleased to provide a fee amendment.
- Surveying (Owner provided)
- Subsurface Utility Engineering
- Downstream stormwater analysis or flood study
- Geotechnical engineering
- Environmental remediation
- Public permitting or rezoning
- Fundraising campaign branding or graphic design beyond the feasibility document
- Bidding or Construction Administration

1.06 Next Steps

Upon City Council approval and issuance of Notice to Proceed, EVOKE will immediately coordinate scheduling for the structural site visit and begin preparing the framework for community engagement.

We are inspired by the long-term partnership between the City and CDDL and the vision of the Lumberton Loop. The adaptive reuse of the Scottish Packing site represents more than a pavilion—it is a symbol of resilience, memory, and renewal along the Lumber River. We are honored to start bringing that vision to life and look forward to partnering with you on this meaningful project.

EVOKE Studio | Architecture



Billy Askey, AIA, LEED AP
Principal

cc: Edwin Harris, Principal – EVOKE

Owner/Owner's Representative Signature

Date

Printed Name

Lumberton City Council

Item: VI.M.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Manager

Submission Date: 03/04/2026

Subject: Meadow Branch - Lumberton Loop Engineering Contract

Summary/Background of Subject Matter:

At the previous City Council meeting, Council approved the Review Committee's recommendation to proceed with contract negotiations with Kimley-Horn for the Lumberton Loop: Meadow Branch Floodplain Restoration Project. Staff has since completed those negotiations and received the proposed agreement, including the associated fee schedule, for the requested services.

The negotiated contract is now presented to City Council for consideration and final approval. Funding for this project is provided by a \$600k NCEM allocation.

Staff Recommendation:

That Council review and approve the final contract with Kimley-Horn for the Lumberton Loop: Meadow Branch Floodplain Restoration Project.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

1. RFQ2025-033_Lumberton Loop Meadow Branch Floodplain Restoration Design_Kimley-Horn
2. 2026.03.04 - Agreement Between Owner and Engineer - Meadow Branch

December 18, 2025



RFQ2025-033

Submitted to:
City of Lumberton

Submitted by:
Kimley»Horn

Statement of Qualifications (SOQ) for the City of Lumberton
**Lumberton Loop Meadow Branch
Floodplain Restoration Design,
Engineering, and Permitting Services**



Tab 1

Cover Letter

Cover Letter

December 18, 2025

Brandon Love, Deputy City Manager
City of Lumberton
500 North Cedar Street
Lumberton, NC 28358

Kimley-Horn
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
www.kimley-horn.com | 919 677 2000

RE: Request for Qualifications (RFQ) for Lumberton Loop Meadow Branch Floodplain Restoration Design, Engineering, and Permitting Services

Dear Mr. Love and Members of the Selection Committee:

The City of Lumberton seeks to use City-acquired repetitive loss properties to increase flood storage and conveyance to mitigate flooding for surrounding residents while improving water quality, enhancing the aesthetics of the community, and providing a meaningful community gathering space. The City and NC State University Coastal Dynamics Design Lab (CDDL) have done an excellent job identifying and developing the conceptual Lumberton Loop System community resilience project, and Kimley-Horn is eager to help bring the Meadow Branch floodplain restoration portion of the project to fruition.

Kimley-Horn is eager to work with the City, CDDL, stakeholders, and residents to bring this project to life and has assembled the ideal team for the next steps in the project. Kimley-Horn will build on efforts completed by CDDL and construct a detailed model to be used to iteratively work towards a project design that meets the primary objective of reducing flood elevations and frequency of flooding for the surrounding residents and roadways while also capitalizing on secondary goals such as enhancing water quality, providing access to park space, and restoring floodplain areas with native vegetation. In addition to our understanding, the Kimley-Horn team offers the City the following benefits that makes us **uniquely qualified**.

Qualification Statement

-  **Familiarity with grant-funded projects.** The Kimley-Horn team has led or is currently leading more than 120 federally and grant-funded infrastructure projects for more than 55 municipalities in North Carolina. We have a proven track record of success with projects similar to yours. *With Kimley-Horn, you'll be working with a team that knows what works and what doesn't; resulting in successful project outcomes.*
-  **Extensive similar experience.** Our team has unmatched relevant experience with flood modeling and infrastructure design for hundreds of flood mitigation projects throughout the state and country. We also have a superior track record of creating designs that are easily implementable. *With Kimley-Horn, your project will be implementable and constructable—no surprises.*
-  **Comprehensive suite of services.** Kimley-Horn offers a balanced, multidisciplinary team that is custom built to address explicit RFQ services and related implicit services as well as collaborating seamlessly to the maximum effect. *With Kimley-Horn, you get a convenient one-stop source for engineering and planning services—streamlining consultant coordination and communication.*

Our team is excited about the prospect of serving the City on this project. **Solving problems and identifying creative solutions is what we do best!** If you have any questions, please reach out to me at the contact information below.

Sincerely,
KIMLEY-HORN



Ross Perry, PE, CFM | Project Manager and Primary Point-of-Contact
ross.perry@kimley-horn.com | 984-279-0843



Tab 2

Project Team

Project Team

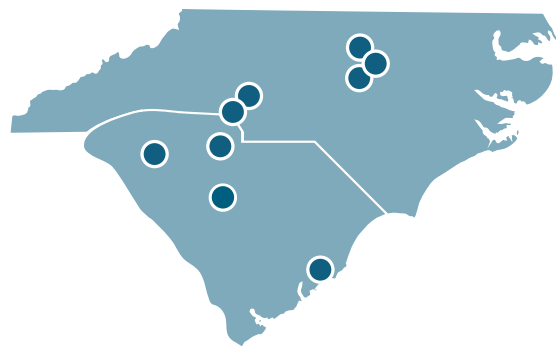
Kimley-Horn has assembled a diverse team to successfully complete the Lumberton Loop Meadow Branch Floodplain Restoration project:

Kimley-Horn

Since 1967, clients nationwide have found Kimley-Horn their top source for comprehensive consulting services. Our experienced staff delivers work you can depend on—projects that can be successfully developed, permitted, and built on-time and within budget, taking advantage of the industry's best proven techniques and technologies.

Our team understands that modern stormwater management incorporates engineered and natural systems to provide flood control and clean water, conserve and restore ecosystem values and functions, and protect public infrastructure. Our team routinely plans, models, permits, and designs hard infrastructure, green infrastructure, and natural systems—many times on the same project.

Through projects with cities and other local municipalities, we have experience working on more than 100 stream restoration and bank stabilization projects. Most of these projects were located on FEMA-regulated streams and required coordination with multiple municipalities with no-rise submittals or floodplain development permits.



8
OFFICES
IN THE
CAROLINAS



890+
EMPLOYEES
IN THE
CAROLINAS



25+
SURFACE
WATER
EMPLOYEES

Proposed Subconsultants



GeoTechnologies, Inc. is a full-service geotechnical engineering, special inspections, and materials testing firm founded in Raleigh in 1992. Their engineering services include subsurface investigations, pavement investigations, geotechnical engineering analysis for shallow and deep foundations, earthwork, slope stability, retaining wall design and inspection, and geotechnical forensic investigations.



Wetherill (WEI) will perform a detailed location and topographic survey of the project corridor. Attention will be given to properly locating utilities, existing drainage features, delineating jurisdictional features, and existing infrastructure. WEI will compile and incorporate relevant property data and plat information into the base mapping for design. ***Additionally, WEI is acknowledged as a top Minority/Women Business Enterprise (MWBE) firm in the Triangle region by the Triangle Business News.***



Hollins Construction Services (HCS) ***is a minority-owned construction and inspection firm*** that offers a broad range of construction inspection services for transportation, utilities, environmental, and water/wastewater projects. HCS will provide constructibility and cost opinion review for this project.

Project Leadership and Quality Control/Quality Assurance (QC/QA)

Kimley-Horn operates a client-centered style of management oriented toward maintaining the highest level of quality and communication you have come to expect. **Ross Perry, PE, CFM**, will serve as the project manager and main point of contact. His goal is to serve as a trusted advisor and extension of your staff. Ross is committed and available to the City throughout the life of the contract. He will be responsible for developing a comprehensive work plan at the project-scoping phase that includes a list of project tasks and scheduling, resource, equipment, and material requirements necessary to help ensure the project is completed on schedule and within budget.

To maintain team member communication and meet project milestones, we propose one regularly scheduled full design team/client meeting per month. In addition to the once monthly “all hands” meeting, there will be meetings to discuss grant compliance, specific design decisions, and other key items requiring City/team collaboration.



While at a previous firm, **Ross Perry** managed and oversaw design and construction of the Duffyfield Community Stormwater Enhancement Project for the City of New Bern. This project, located in the heart of an underserved community, used repetitive loss FEMA “buy-out” properties and the removal of a road crossing to construct an approximately 5-acre linear wetland for the purpose of flood storage and mitigation. The wetland served to collect and store flood waters following a rain event while they were pumped to a downstream tributary of the Neuse River via a stormwater pump station which was also designed and constructed as part of the project. While the main purpose of the project was to mitigate flooding and provide some resilience to the community, the project also helped to enrich the community.

Ross worked closely with the City to help manage various grants that were used to fully fund the project.

The project included paved trails and boardwalks throughout the wetland areas, allowing for public enjoyment of the green space as well as easy maintenance access for City staff. Additional features such as community gardens and pollinator gardens were incorporated into the design, further promoting community engagement with the project. The final phase of the project is scheduled to be completed in the Spring of 2026, but the project has already proved to be a success, with reduced flooding intervals observed by City staff, and the formation of wildlife habitats in the early phases of the project.

Kimley-Horn is committed to providing quality services and timely outcomes. A critical part of quality control is quality people. We will provide you with a team of experienced and technically proficient professionals who know how to implement innovative design solutions. **Travis Crissman, PE**, will serve as the QC/QA manager for this project. His more than 25 years of experience includes numerous infrastructure and stream restoration projects for both NCDOT and municipal governments around the state. He will actively work alongside **Ross Perry, PE**, to support the team in reviewing design elements associated with the proposed flood mitigation improvements. Travis is also currently serving as project manager on two similar projects for the City of Kinston (*see Adkin Branch project highlight*) and the City of Greenville.

Ross’ experience with project management, feasibility studies, planning, data collection, leading design, hydraulic modeling, construction document preparation, permitting, and construction phase services make him ideal to provide QC/QA. To make sure your project runs smoothly and efficiently, we offer the City a core leadership team. Alongside Ross and Travis, this leadership team includes:

➤ **Samantha Illes**

Hydrology/Hydraulics
Modeling/Analysis

➤ **David Hursey**

Stream/Natural Channel,
Wetland and Floodplain

➤ **Brandon White**

Park, Playground, and
Landscape Design

➤ **Willie Sullivan**

Environmental Investigation
and Permitting Lead

RESUMES OF PROPOSED PERSONNEL

**PROFESSIONAL CREDENTIALS**

BS, Biological Engineering,
NC State University

Professional Engineer in NC

Certified Floodplain Manager

OFFICE LOCATION

Raleigh, NC

W. ROSS PERRY, PE, CFM**Project Manager / Project Engineer**

Ross joins Kimley-Horn with 15 years of project management and design experience working on a variety of public and private sector projects. He specializes in dam rehabilitation design and emergency action planning, flood studies and FEMA permitting, stormwater management, hydraulic and hydrology (H&H) modeling, watershed planning, natural system protection and restoration, stormwater infrastructure design, and urban stormwater retrofits.

Relevant Experience

- Adkin Branch Flood Mitigation Study and Infrastructure Improvements, Kinston, NC
- Glenwood-Creston Drainage Improvements, Raleigh, NC
- Riverside Drainage Assessment, Harnett County, NC*
- Stormwater Asset Inventory and Assessment (AIA), New Bern, NC*
- Duffyfield Stormwater Enhancement Project, New Bern, NC*
- Spring Branch Drainage Improvements, Smithfield, NC*

**Project experience prior to joining Kimley-Horn*

**PROFESSIONAL CREDENTIALS**

BS, Civil Engineering,
NC State University

Professional Engineer in NC,
PA, SC, and VA

OFFICE LOCATION

Raleigh, NC

TRAVIS CRISSMAN, PE**QC/QA and Technical Advisor;
Bid Phase Services; Construction Cost Estimation**

Travis's career spans 25 years and has focused primarily on stormwater infrastructure planning and implementation. He has provided a variety of types of analysis and design of stormwater conveyance systems, including analysis and design of tens of thousands of feet of public and private stormwater conveyance. Travis has worked with many municipal governments in the region to install new and improve existing drainage infrastructure, replace and upgrade roadway culvert systems, and provide emergency repairs following weather disasters.

Relevant Experience

- Adkin Branch Flood Mitigation Study and Infrastructure Improvements, Kinston, NC
- Swannanoa River Flood Study, Asheville, NC
- Horsepen Creek Watershed Master Plan and Program Management, Greensboro, NC
- Wisteria/Clearbook Stream Restoration and Drainage Improvements, Wilmington, NC
- Carvers Creek Watershed Study, Fayetteville, NC



PROFESSIONAL CREDENTIALS

Master of Engineering Management,
Duke University

BS, Environmental Engineering,
University of Central Florida

Professional Engineer in NC and VA

OFFICE LOCATION

Raleigh, NC

SAMANTHA ILLES, PE, SWPR

Hydrology/Hydraulics Modeling/Analysis Lead

Samantha specializes in projects involving hydrologic and hydraulic modeling as well as design and construction of stormwater management systems and facilities. In her 10-year career, she has managed and led the design of several stormwater infrastructure projects that have mitigated flooding for local communities. She is proficient in various hydrologic and hydraulic modeling software, such as PCSWMM, InfoWorks ICM, Stormwise, HEC-HMS, HEC-RAS, FlowMaster, and ArcPro.

Relevant Experience

- Adkin Branch Flood Mitigation Study and Infrastructure Improvements, Kinston, NC
- Seatack Neighborhood Improvements, Virginia Beach, VA
- West Horton Street Drainage Improvements, Zebulon, NC
- Carvers Creek Watershed Study, Fayetteville, NC
- Horsepen Creek Watershed Master Plan and Program Management, Greensboro, NC
- Flora Street Flood Study, Elizabeth City, NC



PROFESSIONAL CREDENTIALS

BS, Environmental Engineering,
NC State University

Professional Engineer in NC

Erosion and Sediment Control
Designer Level IIIA

OFFICE LOCATION

Raleigh, NC

DAVID HURSEY, PE

Stream/Natural Channel, Wetland, and Floodplain Design Lead

David has 8 years of experience in hydrologic and hydraulic modeling, planning, and design for stream restoration and watershed studies, and construction administration services on stream restoration and drainage design projects. He has extensive experience in permit preparation for erosion and sediment control design and permitting coordination with municipal, state, and federal agencies. David has been involved in all aspects of urban and rural watershed projects, including feasibility and planning, permitting, design, and construction management.

Relevant Experience

- Adkin Branch Flood Mitigation Study and Infrastructure Improvements, Kinston, NC
- Greensboro Arboretum Stream Enhancement, NC
- Wisteria/Clearbrook Stream Restoration and Drainage Improvements, Wilmington, NC
- U-2579BA, Smith Creek Stream Relocation Plans, Kernersville, NC
- Ailey Young Park Dam Removal and Stream Restoration, Wake Forest, NC
- Emergency Watershed Protection (EWP) Streambank Repairs, Durham, NC



PROFESSIONAL CREDENTIALS

BLA, University of Georgia

Professional Landscape Architect
in NC, FL, GA, SC, and VA

American Society of
Landscape Architects

OFFICE LOCATION

Raleigh, NC

BRANDON WHITE, PLA, ASLA

Park, Playground, and Landscape Design Lead

Brandon has 28 years of landscape architecture experience serving public and private clients throughout the Southeast. A registered landscape architect, Brandon collaborates with project teams on planning and design for commercial and municipal developments, streetscapes, greenways, and transportation projects. He recognizes the opportunities and limitations of a project during the design phase and understands the careful balance among all the moving parts of a project.

Relevant Experience

- Adkin Branch Flood Mitigation Study and Infrastructure Improvements, Kinston, NC
- North Carolina Zoological Park Stormwater Design, Asheboro, NC
- Ailey Young Park Renovation and Expansion, Wake Forest, NC
- Wildwood Park Bridges and Boardwalks, Greenville, NC
- Greenville Sports Complex, Greenville, NC
- Walnut Creek Athletic Complex, Raleigh, NC
- Beaverdam Creek Greenway, Zebulon, NC
- Nettles Park Master Plan, Clemson, SC



PROFESSIONAL CREDENTIALS

BS, Natural Resources,
NC State University

Professional Wetland Scientist

OFFICE LOCATION

Raleigh, NC

WILLIE SULLIVAN, PWS

Environmental Investigation and Permitting Lead

Willie has more than 9 years of experience specializing in wetland, stream, and riparian buffer delineations and permitting; ArcGIS software; threatened and endangered species habitat assessment and surveys; and vegetative and natural communities assessments. He has worked on numerous projects for both public and private sector clients and various local municipalities throughout the Carolinas and Virginia.

Relevant Experience

- Adkin Branch Flood Mitigation Study and Infrastructure Improvements, Kinston, NC
- Wisteria/Clearbrook Stream Restoration and Drainage Improvements, Wilmington, NC
- U-2579BA, Smith Creek Stream Relocation Plans, Kernersville, NC
- Ailey Young Park Dam Removal and Stream Restoration, Wake Forest, NC
- Strayhorn Branch Stream Floodplain Enhancement, Durham, NC
- Emergency Watershed Protection (EWP) Streambank Repairs, Durham, NC



PROFESSIONAL CREDENTIALS

BS, Civil Engineering,
State University of New York
(SUNY) at Buffalo

Professional Engineer in NC,
SC, and MD

NRMCA Concrete Plant
Inspecting Engineer

OFFICE LOCATION

Raleigh, NC

MARK POTRATZ, PE



Geotechnical Investigations; Construction Observation/Inspection

Mark has more than 31 years of experience as a project manager on geotechnical, special inspections, and materials testing projects. He performs subsurface investigations, foundation recommendations, slope stability, retaining wall analysis, ReMi testing for seismic recommendations, seismic refraction testing, field resistivity of soils, and slope inclinometer analysis.

Relevant Experience

- West Cabarrus Street Culvert Replacement, Raleigh, NC
- EM Johnson Chemical Plant and PAC Improvements, Raleigh, NC
- Montage West Stormwater Underground Vault, Raleigh, NC
- North Hills Sewer Outfall, Raleigh, NC
- Brier Creek Pump Station, Raleigh, NC
- Waccamaw Waste Water Treatment Plant Additions, Lake Waccamaw, NC
- JNX Public Safety Center, Smithfield, NC

ANDY DeGROAT, CPUL, PLS



Design and ALTA Surveying and SUE

Andy is a licensed professional land surveyor with over 39 years of experience. He is fully proficient in all aspects of surveying, including location, topographic, GPS, high definition laser scanning, and utility surveys. He has managed multiple annual service contracts and projects for department of transportation in NC, SC, GA, and FL. These contracts have included survey, subsurface utility engineering (SUE), and utility coordination services. He was a contract manager for the NCDOT open-ended services contract with other firms for more than 28 years.

Relevant Experience

- NCDOT, Location and Surveys On-Call, NC
- Riverbend Drive Sidewalk, Bermuda Run, NC
- EB-5678, South Marietta Sidewalk, Gastonia, NC
- Church Street Pedestrian Safety, Charlotte, NC
- Suttle Avenue Sidewalk Connector, Charlotte, NC
- Lowery Street Surveys, Winston-Salem, NC



PROFESSIONAL CREDENTIALS

BS, Architecture,
SUNY

BS, Business Administration,
NC State University

Professional Engineer in
NC and TN

OFFICE LOCATION

Raleigh, NC



PROFESSIONAL CREDENTIALS

AAS, Pre-Engineering,
Louisberg College

Professional Land Surveyor in NC

OFFICE LOCATION

Raleigh, NC

TONY ALFORD, PLS



Survey Group Manager

Tony has more than 25 years of experience in the surveying profession. He has overseen route surveys, GPS, and high-definition laser scanning projects throughout North Carolina for NCDOT's Location and Surveys Unit, and has managed WEI's survey group for the past 10 years. Tony's experience includes surveying and civil design work for route surveys, residential and commercial subdivisions, boundary and topographic surveys, right of way and easement acquisition projects, underground utility surveys, and high definition laser scanning surveys.

Relevant Experience

- NCDOT, Location and Surveys On-Call, NC
- Utley Creek Greenway, Phase 1, Holly-Springs, NC
- Jones Creek Greenway, Carrboro, NC
- Bass Lake Greenway, Holly Springs, NC
- Penny Road Greenway, Raleigh, NC
- House Creek Greenway, Raleigh, NC



PROFESSIONAL CREDENTIALS

BS, Civil Engineering,
NC A&T State University

General Contractor in NC

OFFICE LOCATION

Raleigh, NC

TONY HOLLINS



Construction Services Manager

Tony is the president and owner of HCS and will oversee construction management, construction administration, and construction inspection services for the project. Tony is a licensed NC general contractor who holds NCDOT Approved Small Professional Services Firm Certification. He provides construction, cost estimation, and constructibility reviews for concrete sidewalks, driveways, curb and gutter, American Disability Act (ADA) ramps, water and wastewater treatment facilities, pump stations, and municipal infrastructure projects.

Relevant Experience

- Downtown Loop Waterline Installation, Durham, NC
- 2016 and 2017 Water Main Replacements, Cary, NC
- 2-Inch Waterline Replacement, Durham, NC
- Waterline Improvements, Cary, NC
- Buchanan Boulevard Waterline Extension, Durham, NC

PROJECT APPROACH/ORGANIZATIONAL CHART

City of Lumberton



PROJECT MANAGER

Ross Perry, PE, CFM



QC/QA AND TECHNICAL ADVISOR

Travis Crissman, PE

DESIGN, PERMITTING, AND BID PREPARATION

Hydrology/Hydraulics Modeling/Analysis

Ross Perry, PE, CFM
Samantha Illes, PE
Nolen Anderson, PE
Alison Rooks, EI

Stream/Natural Channel, Wetland, and Floodplain Design

Ross Perry, PE, CFM
David Hursey, PE, ESCD IIIA
Gwyneth Cartwright, EI
Allison Gustafson, EI

Park, Playground and Landscape Design

Brandon White, PLA, ASLA
Nick Kuhn, PLA, ASLA

Public Engagement

Ross Perry, PE, CFM
David Hursey, PE, ESCD IIIA
Gwyneth Cartwright, EI

Roadway Design

Tyler Spring, PE
Caleb Lowman, PE

Bridge Structural Design

Patrick Cooksey, PE
Andrew Phillips, PE

FEMA/Floodplain Permitting

Ross Perry, PE, CFM

Bid Phase Services

Travis Crissman, PE
Ross Perry, PE, CFM
David Hursey, PE, ESCD IIIA

Construction Cost Estimation

Travis Crissman, PE
Tony Hollins³

DATA COLLECTION

Environmental Investigations/Permitting

Willie Sullivan, PWS
Mackenzie Richards

Design and ALTA Surveying and SUE

Andy DeGroat, PLS, CPUL¹
Tony Alford
Andrew Moore

SUPPORT SERVICES

Geotechnical Investigations

Mark Potratz, PE²

NEPA Documentation

Teresa Gresham, PE

Water/Sewer Utility Design

Nate Harvey, PE
Nolan Raney, PE

Utility Coordination

Caleb Lowman, PE
Zak Purvis, PE

Construction Administration

Ross Perry, PE, CFM
David Hursey, PE, ESCDA IIIA
Caleb Lowman, PE

Construction Observation/Inspection

Mark Potratz, PE²
Tony Hollins³
Andy DeGroat¹

Subconsultants

1. Wetherill
2. Geotechnologies
3. Hollins Construction

PROJECT UNDERSTANDING

Kimley-Horn is excited to bring together a team of highly qualified professionals to assist the City of Lumberton with the Lumberton Loop Meadow Branch Floodplain Restoration project. Our team brings unmatched experience completing similar projects that merge the promotion of flood mitigation and resiliency with the enhancement of natural ecosystems and the expansion of community green space and amenities. **Kimley-Horn understands that the project stems from the Lumberton Community Floodprint completed by the City and the CDDL** which seeks to use Federal Emergency Management Agency (FEMA) acquisition properties and existing recreational assets to “create a connected system of educational, recreational, and environmental amenities in areas that are otherwise vulnerable to environmental hazards, vacancy, and neglect.” **This goal speaks to the heart of what Kimley-Horn’s surface water team hopes to accomplish with every flood mitigation project we work on: reduce flood risk and increase public safety while providing recreational areas that help enhance and educate the surrounding community.**

Project Observations and Opportunities

Kimley-Horn was fortunate to attend the pre-submittal meeting for this project on December 3rd, 2025 which included a walk of the project area. We understand that the project area begins on the south-side of North Roberts Avenue and follows Meadow Branch downstream to the end of the project area near the terminus of Fuller Avenue and the confluence of the outlet channel from the pond adjacent to Kalke Drive. The project area consists of 33 buy-out properties acquired by the City in addition to other City-owned properties (i.e. Jerry Giles Park) and portions of the right-of-way of North Walnut Street, Highland Avenue, and Fuller Avenue. The majority of the project area is located along the south-side of Meadow Branch, with the City owning all adjacent properties with the exception of 205 Highland Avenue. The City has acquired four properties along the north-side and, fortunately, three of these properties are located across from 205 Highland Avenue which allows for continuous floodplain addition and avoids a “choke” point in the project area.

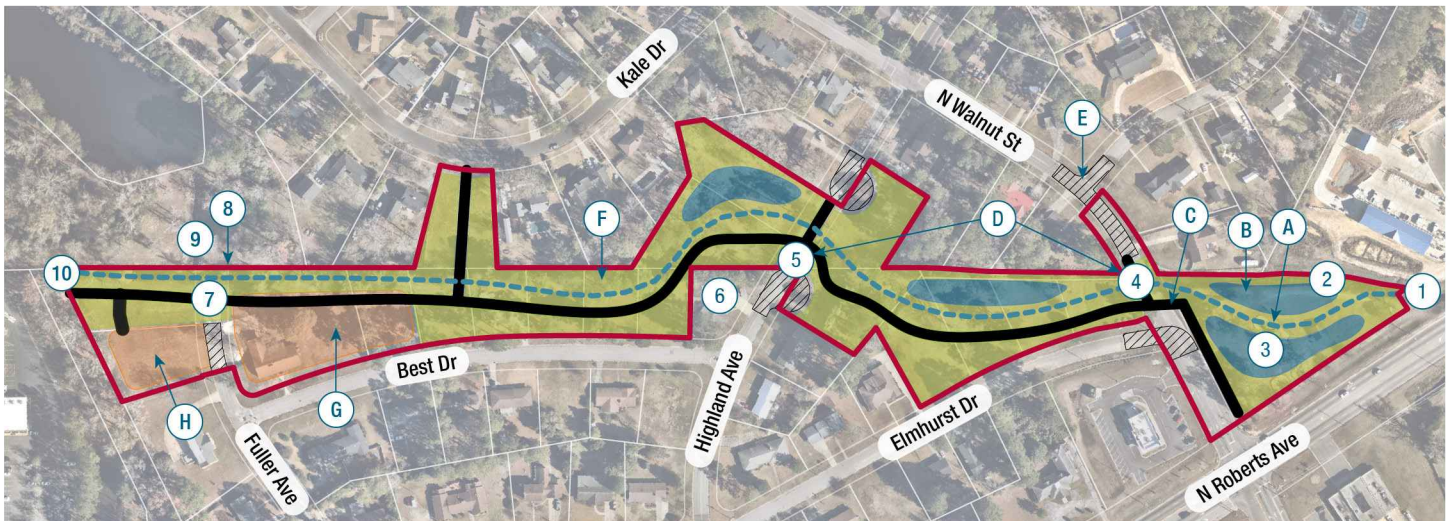
Meadow Branch runs relatively straight through the project area, with an 8 to 12 foot-wide bottom width and embankments slopes that are generally 1:1 or steeper. Portions of the embankments appear to have been armored/stabilized with riprap in the past. The channel appears to be relatively clear of significant debris indicating that it is well maintained and/or high velocity flood waters consistently clear out the channel. Meadow Branch is crossed by a metal pedestrian bridge that provides connectivity to Jerry Giles Park from the adjacent commercial area as well as by N Walnut Creek and Highland Ave, both of which utilize concrete span bridges with vertical approaches.

Kimley-Horn understands that both of these roadways have the propensity to overtop during large storm events and that the City is open to the idea of modifying, or even removing, one or both of these crossings if it can be demonstrated that it would result in significant flood reduction benefits, could be implemented within the project’s anticipated construction budget, and is deemed acceptable by the impacted neighborhood.



Lumberton Loop Meadow Branch Floodplain Restoration

Our team is eager to work on this project and has already created an opportunities/observations map illustrating our understanding of the project-specific issues and design concepts. We are excited to collaborate with the City and CDDL to further build upon and develop these ideas to ensure a successful outcome.



Site Observations and Constraints

- ① Dual 9'x8' reinforced concrete box culvert (RCBC) under North Roberts Avenue (upstream end of project area)
- ② Existing pedestrian bridge crossing
- ③ Jerry Giles Park
- ④ Concrete span bridge with vertical abutments at North Walnut Street crossing
- ⑤ Concrete span bridge with vertical abutments at Highland Avenue Crossing
- ⑥ 205 Highland Avenue to remain, causing project improvements to occur on the north side of stream channel
- ⑦ Termination of Fuller Avenue
- ⑧ Pipe discharge (typical)
- ⑨ Perpendicular discharge channel from upstream pond
- ⑩ Downstream end of project area. Tie to existing channel conditions

Project Opportunities

- A Potential stream realignment. Increase channel capacity, add sinuosity, and eliminate steep embankments along property lines
- B Potential areas to construct wetland areas and/or significant floodplain benching to increase flood storage capacity
- C Potential greenway trail. Multiple access points available that allow for continued pedestrian connectivity between northern and southern portions of neighborhood and access to park areas
- D Potential to enlarge or remove existing crossings. Removal would allow for maximum flow conveyance increase while helping minimize non-residential cut-through traffic within the neighborhood
- E Potential roadway modifications
- F Potential areas for minor floodplain benching, reforestation, and/or native landscaping
- G Potential relocation area for Jerry Giles Park. Moves park to interior of neighborhood away from busy roadways and commercial properties. Incorporate park area with stream channel and greenway trail
- H Potential parking area for recreational and open space area

Lumberton Loop Meadow Branch Floodplain Restoration

Kimley-Horn has the experience developing incredibly detailed, high-resolution, hydraulic models via cost effective means. These models allow us to assess and compare existing site and flood conditions with multiple improvement scenarios to assist the City with selecting a design that meets or exceeds the projects goals and budget. Additionally, the visualization of the spatial and temporal flood results of the model are incredibly valuable when communicating the flood mitigation benefits, and project constraints to the community, stakeholders, and potential funding agencies.

Kimley-Horn understands that CDDL will work closely with the City and consultants to manage the grant funding for this project; however, it is worth mentioning that **all of the projects highlighted in our statement of qualifications involve grant funding**, and Kimley-Horn has experience working on projects funded by multiple funding agencies including Building Resilient Infrastructure and Communities (BRIC) (now Hazard Mitigation Grant Program [HMGP]), Local Assistance for Stormwater Infrastructure Investments (LASII), Golden Leaf, NC Emergency Management, NC Land and Water Fund, Environmental Enhancement Grants, and others.

Kimley-Horn has the experience and know-how to take an innovative, conceptual design, and advance it to produce high quality Construction Documents that support permit applications, solicitation of contractor bids, and provide for a smooth construction phase with few to no change-orders.

We are excited to extend our experience and expertise to the City on the Lumberton Loop Meadow Branch Floodplain Restoration project, which is a critical element of the second phase of the Lumberton Community Floodprint.



Emergency Watershed Protection Streambank Stabilization, Durham, NC

PROJECT APPROACH

Data Collection Phase

Review Historical Data

Kimley-Horn will kick-off the data collection phase of the project by reviewing pertinent information and data already collected/developed by the City and CDDL. We have already reviewed both the Phase I and Phase II Lumberton Community Floodprint reports, publicly available GIS data (parcels, building footprints, etc), FEMA Flood Insurance Studies, and FIRMs for the project area. We hope to continue to deepen our understanding of the work completed thus far by reviewing:

- Additional technical or planning reports
- Conceptual and schematic models (AutoCAD Civil 3D, HEC-RAS, etc.) and plans
- Public meeting notes and insights
- Grant applications and approval conditions
- Any environmental assessments/findings completed as part of the BRIC inaugural cycle

Design Survey

Kimley-Horn has partnered with WEI to provide design level ALTA survey of the project area to include, but not limited to; all planimetric features, 1-foot topography, detailed channel geometry, roadways, utilities, vegetation masses, location, species, and caliber of all trees measuring more than 6-inches in diameter, deed/plat research to identify existing easements and encumbrances, surveyed property corners sufficient for creation of plats and recordation, establishing horizontal/vertical controls, and benchmarks. Survey will also include building footprints and first floor elevations (FFE) for all buildings adjacent to the project area. Stormwater conveyance systems discharging into the project area will be located, including material, dimensions and rim, sump, and invert elevations, to the first upstream structure located outside of the project area.



Smith Creek Relocation, Kernersville, NC

Subsurface Utility Engineering (SUE)

Based on site visit observations and preliminary review of GIS data, there are significant utilities running along North Walnut Street and Highland Avenue. Concurrently with the collection of design survey information, **WEI** will also establish precise location and depth of existing utilities within the project area. This information is critical when attempting to design improvements (including the removal of roadways and infrastructure) in a developed area as it ensures that proposed improvements, and associated construction cost opinions, are feasible and account for all potential utility conflicts or relocations.

Environmental Survey

Kimley-Horn's professional wetland scientists and natural resource specialists will perform a project area environmental screening to field delineate the jurisdictional wetland and stream features and identify historic places, endangered species and/or habitats, or sensitive natural resources within the project boundary as needed. Preliminary jurisdictional boundaries will be flagged for survey crews to collect. Our team will collect all necessary data and site photos in preparation of 401 and 404 permitting requirements and prepare a map of identified jurisdictional features. A formal request package will be submitted to the US Army Corps of Engineers (USACE) for a Preliminary Jurisdictional Determination (PJD) and our staff will meet with USACE to discuss and confirm permitting requirements.

Kimley-Horn's environmental team has successfully navigated complex delineation and permitting challenges on stream stabilization and restoration projects throughout North Carolina.

Our environmental team understands the necessity for extensive coordination among teams to help ensure efficiency and overall project success. At the local, regional, and federal levels, our environmental team is knowledgeable and experienced in the most recent regulations and requirements for natural resources permit compliance. We will leverage our skills to collaboratively determine the most effective permitting strategy for the project.

Geotechnical Assessment

Kimley-Horn has partnered with **Geotechnologies** to provide geotechnical exploration services to assess subsurface conditions, bearing capacity of subsurface soils, presence of bed rock, suitability of on-site soils for reuse, anticipated undercutting, recommended slopes for grading, etc. They will prepare a report summarizing field and laboratory results, subsurface conditions, and engineering recommendations site design.

This information is yet another critical piece of the puzzle when attempting to design improvements as it ensures that proposed improvements and associated construction cost opinions are feasible, account for the presence of bed rock (to avoid blasting), and confirm the suitability of on-site soils (to design stabilization measures and minimize import of offsite soils).

Design/Engineering and Permitting Phase

H&H Modeling and Alternatives Evaluation

The Lumberton Community Floodprint – Phase II Meadow Branch and Scottish Packing report and associated modeling completed by CDDL has set an excellent foundation for understanding the flooding risk and identifying potential conceptual improvements for this project. Kimley-Horn's experienced hydrologics/hydraulics modeling experts will conduct an in-depth review of the models completed to date once the files are made available. In the meantime, the Kimley-Horn team has reviewed the existing FEMA hydraulic models for this area as well as the Lumberton Community Floodprint reports to understand the modeling methods used to develop the three improvement scenarios presented in the Phase II report.

Review of the above-mentioned reports indicates that peak runoff discharges were developed for the 5-, 10-, 25-, 50-, 100, and 500-year design storm events. These peak flows were incorporated into a USACE HEC-RAS steady state, one-dimensional (1D) model. Cross-sections used to define overbank and channel geometry were extracted from 2020 QL1 LiDAR elevation data obtained from the North Carolina Emergency Management Spatial Database. These cross-sections were updated using surfaces generated in Civil 3D that represent three concept-level scenarios: road crossing modifications only, floodplain restoration only, and

restoration and modified road crossings. We understand that the third scenario, focused on both floodplain restoration and crossing modifications, showed potential for the greatest flood mitigation benefits with flood elevation reductions observed within the project area for 5-year through 100-year events. In addition, when the three scenarios were presented to the community, this scenario was overwhelmingly preferred due to its potential to alleviate flooding and the opportunity to reduce cut-thru traffic via the removal of crossings.

Considering the above, Kimley-Horn will start our assessment of potential improvements using the restoration and crossing focused approach developed by CDDL. We will use the models and data provided by CDDL, in addition to the design survey, to build a refined model for use in assessing multiple improvement scenarios that expand on the work previously completed and allow for the assessment of design parameters such as velocities, shear stress, etc. using the following approach:

Refined Hydrology Modeling Approach

While steady-state, 1D HEC-RAS models are common for master planning and conceptual evaluations, they do not allow for the natural adjustment flows resulting from changes in attenuation and capacity due to crossing modifications or changes to channel or floodplain geometry. When moving towards assessing full design considerations and implementation of a project of this nature, Kimley-Horn believes it is critical to use unsteady-flow models that incorporate high-resolution temporal and spatial data to:

- Model peak flow accumulation across sub-basins, as varying timing can impact total peaks
- Quantify attenuation and capacity changes along the reach to ensure the hydraulic impacts of channel alignments, increased floodplain storage, and crossing modifications are captured.

Understanding these effects is crucial to not only design improvements within the project area, but also to fully understanding the flood mitigation benefits and potential upstream and downstream impacts.

Kimley-Horn proposes to develop a detailed 2D HEC-RAS model of the study area. We recommend the use of a 2D unsteady model instead of a 1D unsteady model due to its ease of setup, minimal assumptions, stability with hydraulic adjustments, and ability to fully utilize high-resolution topographic data. The model will incorporate the refined

hydrographs for each design event to input flows onto the generated detailed 2D mesh of the study area. The 2D mesh will be built using field survey data within the project area supplemented with QL1 LiDAR, GIS data, and FEMA effective model information for areas outside of the project area. We anticipate that the study area, centered on Meadow Branch, will extend upstream from the project area to incorporate the North Roberts Avenue and Fayetteville Road crossings to understand their potential impacts on peak flow attenuation and velocities and will continue downstream of the project area to Meadow Branch's confluence with Fivemile Branch immediately downstream of the I-95 crossing.

Kimley-Horn will leverage our connections with NCDOT to inquire about the upcoming improvements to Interstate-95 that include elevation of the roadway and enlarged culverts so that these improvements may be incorporated into the model to understand their impact on backwater elevations.

In addition, backwater conditions associated with Fivemile Branch, and ultimately the Lumber River, will be used to establish downstream boundary conditions for the model. These downstream boundary conditions will be derived from effective FEMA flood modeling for both Fivemile Branch and the Lumber River in combination with United States Geological Survey (USGS) stream gauge data available for the Lumber River via a gauge at the NC-72 East Highway downstream of the study area.

The refined Existing Conditions model will be used to generate GIS-based exhibits depicting flooding depths and extents. The results of the model will be reviewed with City and CDDL staff to assess accuracy. Kimley-Horn will utilize historical photographic or anecdotal flood information, City staff knowledge, and site observations to validate the model results. If necessary, Kimley-Horn can calibrate the existing conditions model based on high-water marks or other evidence of how past storm events have impacted roadways, residences, or properties within the study area.

Evaluation of Improvement Alternatives

Once the validated existing conditions model is finalized, Kimley-Horn will use it as a baseline for modeling potential improvement scenarios. Kimley-Horn will start by incorporating the conceptual restoration and crossing modifications proposed in the Lumberton Community Floodprint Phase II report.

Kimley-Horn will work to with the City and CDDL to assess multiple improvement scenarios as necessary in an attempt to maximize the flood mitigation benefits while meeting budgetary and community expectations. Improvements can include various stream alignments, channel geometries, floodplain benching locations, crossing modifications or removals, and park/amenity components.

The straightened condition of the existing channel and largely open overbank areas made available through property acquisition leaves ample room for improvement from a natural channel design standpoint. We are excited about the potential opportunity to provide multi-objective benefits for the project related to flood mitigation and functional uplift to the stream system.

Each proposed improvement scenario will be assessed based on performance, flood mitigation benefits, budgetary construction estimates, permitting requirements, and potential constructability issues. This is anticipated to be an iterative approach where communication with the City and CDDL is key. We will work with the City and stakeholders to weigh the pros and cons of each alternative and scenario and ultimately select the proposed improvement project that best fits with the City's goals and project limitations.

Modeling Deliverable

Kimley-Horn will continually update the City on model progress, results, and outcomes. The goal is for the entire project team to be fully aware of decisions being made, design progress, and expected outcomes. The Kimley-Horn team will develop a technical report including project narrative, background, analysis methods, existing conditions results, alternative scenarios considered and associated model results, and recommendations on which scenario to select for full design. We will provide an online PDF review interface to facilitate simultaneous review of the draft report by various team members at the City and CDDL.

Design Considerations

Natural Channel Design

The straightened and hardened condition of the existing stream leaves ample room for improvement from a natural channel design standpoint. We are excited about the opportunity to provide multi-objective benefits for the project related to flood mitigation and functional uplift to the stream system as well as enhanced community use along the surrounding riparian areas.

The first step to providing functional uplift along the stream corridor is understanding overall goals for the project. **Our team understands that the stream-related goals of the Meadow Branch Floodplain Restoration project are to increase flood storage, restore stream channels, construct wetland areas, reforest previously developed floodplains, and provide access to recreational park spaces.**

Benefits of Natural Channel Design

- | | |
|------------------------------|------------------------------|
| 💧 Reduced sediment loss | 💧 Reduced nitrogen loads |
| 💧 Mitigation of habitat loss | 💧 Improved flood resiliency |
| 💧 Improved water quality | 💧 Improved public perception |

These benefits can be achieved by channel reshaping, grade control structures, bank stabilization, and establishing a robust native vegetation plan. We are excited to bring this vision to life along what is currently a traditionally “engineered” drainage corridor.

The HEC-RAS model being developed as part of the hydraulic modeling task will be used to quantify flows, velocities, shear

stress, and stream strength within the subject reach for incorporation into the design parameters. The HEC-RAS model will be used to refine and optimize the floodplain design with ecological enhancements incorporated based on widely used natural channel design techniques. Selected measures will create a design that strikes a balance among long-term channel stability, aesthetic appeal, and flood storage expansion.

Along portions of Meadow Branch where floodplain benching is not feasible due to project area constraints, banks can be stabilized using natural materials such as boulders, logs, and vegetation. Near-vertical bank areas can incorporate measures such as vegetated soil lifts or soil sock gabions that will facilitate natural vegetative growth rather than a hardened look. Vanes of all types are the likely means of grade control, with their configuration set to direct flow as desired within the cross section. Native vegetation that is appropriate for this region will be planted to beautify and protect the banks from future erosion. Vegetation will be strategically selected to help ensure longevity of the bank and improve the habitat within the channel.

Ultimately, the bank stabilization will provide long-term stability, infrastructure protection, improved riparian habitat, and limit sediment load within the Meadow Branch and downstream systems.



Ailey Young Dam Removal and Stream Restoration



Greensboro Arboretum Stream Enhancement

Green Stormwater Infrastructure (GSI)

Implementation of green stormwater infrastructure (GSI) is not specifically discussed in the RFQ; however, our team is always on the lookout for ways to provide additional resiliency and water quality benefit in the context of an already programmed project such as this one. Kimley-Horn believes there is great potential to incorporate GSI into the overall effort to further improve/restore the stream and enhance the quality of life in the adjacent community. GSI practices, such as bio-swales, constructed stormwater wetlands, and rainwater gardens can be considered for integration within project area overbanks. These measures can contribute to peak flow attenuation while also providing improved water quality, landscape aesthetics, and additional wildlife habitats



Stoney Creek Stream and Wetland Restoration, Greensboro, NC

Place-Making/Community Gathering

Kimley-Horn's landscape architecture group in Raleigh consists of 11 individuals who regularly engage in the design of park and stormwater amenities. They are seasoned experts in "place-making," or creating spaces that bring communities together. This project offers multiple opportunities to improve and expand on the existing Jerry Giles Park and provide additional access to park and green spaces within the project area.

We firmly believe the Meadow Branch floodplain restoration can meet multiple objectives, one of which is to provide opportunities for the community to come together around the newly created floodplain and stream habitat.

As with other elements of the project, our landscape architects will collaborate with and advise the City about the opportunities and will work to develop ideas that are functional and harmonious with other design elements. Planting plans will be intentionally developed to incorporate native species to optimize functional uplift, shade, and aesthetic appeal along the corridor.

Roadway Pedestrian Bridge Design



North Carolina Zoological Park Stormwater Design, Asheboro, NC

Depending on the ultimate improvement scenario that is selected, there is potential for the two existing roadway crossings (North Walnut Street and Highland Avenue) to be modified or removed completely. In addition, if both crossings are removed, it is likely that a new pedestrian crossing will be warranted to help maintain pedestrian access between the northern and southern portions of the neighborhood as well as to Jerry Giles Park. The Kimley-Horn team includes structural engineers with expertise in designing any potential bridge modifications as well as custom pedestrian bridges.

We also have experience incorporating prefabricated pedestrian bridges for these types of applications, which can offer an economical alternative that can also expedite construction. Our structural engineers can design a cast-in-place concrete substructure to support the prefabricated bridge superstructure. Design of bridge modifications and/or a pedestrian bridge will be a collaborative process; our team will work with the City to balance functionality, cost, and aesthetic appeal/harmony with surroundings.

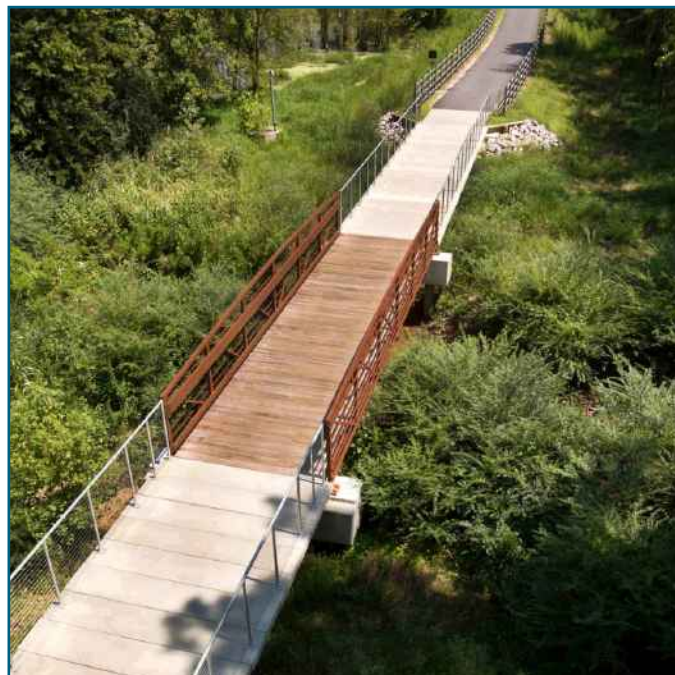
Community/Stakeholder Engagement

We understand that NC State University's CDDL staff will serve as the primary liaison to the public and stakeholders during this project; however, our team is equipped to provide additional levels of support needed as part of this communication—from simply providing progress prints of plans to taking on leadership of a public or stakeholder meeting, we have the requisite experience. We have had success with open house/drop-in public events for these types of projects. This provides an opportunity for in-depth discussion among residents and project staff, facilitating better understanding of both perspectives—thereby increasing community support and buy-in.

Constructability and Cost Opinion Review

Tony Hollins with Hollins Construction Services will provide constructability and OPCC review through the entire design phase of the project. Tony is a licensed general contractor and regularly partners with Kimley-Horn for such tasks. His reviews will provide valuable insight into products, techniques, and design modifications that may result in significant construction savings and more accurate cost opinions.

Construction Drawing Development and Permitting



Smith and Sanford Creek Greenway Pedestrian Bridge, Wake Forest, NC



Following the selection of an improvement scenario by the City, Kimley-Horn will begin preparing engineering design plans based on modeling efforts and City and stakeholder input. Kimley-Horn will produce construction drawings in accordance

with the City's design standards. Design drawings will be submitted to the City for review at 30%, 60%, and 90% milestones. An engineer's OPCC will be prepared at each milestone so the City understands the economic impacts of revisions and changes made through the design process.

A 30% submittal is primarily a horizontal design and allows the City and Kimley-Horn to coordinate how best to move forward with environmental compliance concerns, utility conflicts and impacts to properties and stakeholders. Existing conditions, environmental jurisdictional features, proposed channel and floodplain improvements, park components, and approximate construction limits will be included on the 30% plans to ensure all stakeholders are on the same page with regards to the overall design. We believe following review of 30% plans by the project team is the perfect time to engage the public and present the design concept to solicit feedback and build community engagement.

After incorporating feedback from the City, stakeholders, and the community, Kimley-Horn will prepare 60% plans showing detailed plan, profile, and cross section views of the proposed design, erosion control measures, and proposed easements (if needed). We believe generating easement exhibits/preliminary plats (if required) should begin between 30% and 60% design meetings, allowing conversations with impacted property owners to begin immediately following 60% design.

Once the 60% design is complete and City comments have been incorporated, Kimley-Horn will conduct utility coordination meetings with utility owners to resolve conflicts and/or plan for relocations. Concurrent with utility coordination and easement acquisition, Kimley-Horn will prepare 90% final plans for City approval and submittal to permitting agencies.

All required permitting, including local City permits, environmental permits (401, 404, NEPDES), FEMA/Floodplain Development permits, North Carolina Division of Energy, Mineral, and Land Resources (NCDENR) erosion and sediment control permit, will be applied for at this stage. At the local, regional, and federal levels, our environmental team is knowledgeable and experienced in the most recent regulations and requirements for natural resources permit compliance. The Kimley-Horn team understands that a project of this size and nature may require an Individual Permit in lieu of Nation wide permits. The team also understands that this can have significant review time implications that could delay construction and will work closely with our environmental experts in an attempt to design improvements that meet all of the project goals while avoiding the need for an Individual Permit. We will leverage our skills to collaboratively determine the most effective permitting strategy for the project.

Final Contract Documents and Bidding

Once required permits are obtained, Kimley-Horn will prepare and provide a complete set of contract documents to the City for final review and approval. Final contract document deliverables include:

- Final Construction Drawings
- Approved Permits
- Final Easement Plats
- Project Manual to include front-end documents and technical specifications
- Final Engineer's OPCC

Once the City has approved the final construction drawings and provided agreed-upon bid dates and advertisement information, Kimley-Horn will finalize the front-end documents necessary to bid the project.

Based on the project scope, Kimley-Horn assumes that this project will be required to solicit contractor bids through a formal process in accordance with North Carolina General Statute § 143-129. Kimley-Horn will prepare a bid advertisement and assist the City as necessary to solicit potential contractors for bids. Kimley-Horn will also collaborate with the City to schedule and host a pre-bid conference where we will review the scope of work, project constraints, and all requirements for contractors to submit an eligible bid.

Kimley-Horn will also address any written questions or provide clarifications to the construction documents via written addendum and assist the City with the public bid opening in accordance with funding agency requirements. Once bids are received, Kimley-Horn will tabulate and review the bids for eligibility while checking contractor references and qualifications. Based on those findings, Kimley-Horn will provide a recommendation of award to the City. Kimley-Horn has assisted numerous municipalities with both informal and formal project bids and understands this process well so the City can be sure they are in compliance with applicable state and federal procurement requirements.

Grant Compliance Assistance During Design

We understand that NC State University's CDDL staff will take the lead in assisting the City with managing the awarded grant funding and coordinating with the grant agency. The Kimley-Horn team is here to help as well!

We understand that one of the most important elements of compliance is maintaining a benefit-cost analysis (BCA). Our team has experience developing flood models and designs to meet the level of detail and rigor to satisfy BCA requirements as well as experience in anticipating changes to the OPCCs induced by the recent inflationary construction cost environment. Our team has employed a successful strategy of retesting the BCA at every stage of design to anticipate emerging cost challenges to project viability and even making fundamental changes to the project design to control costs while meeting basic project goals and objectives. Based on this experience, the Kimley-Horn team is prepared to provide basic support up to full integration of iterative design and optimization to CDDL to ensure the projects remains compliant.

Construction-Related Services

The Kimley-Horn team has the capacity to provide periodic administrative services and field reviews up to full-time resident project representatives for the construction work. At project close-out, our team can either review as-built data provided by the contractor or collect survey to produce our own as-builts and record drawings. We will review the contractor's redline drawings to help ensure complete records are being maintained for the life of construction.

Kimley-Horn is committed to this project, with **Ross Perry** as the City's primary point of contact coordinating the construction administration process. While Kimley-Horn has a great working relationship with a number of construction firms across the state, we take a "no compromises" approach when it comes to protecting public safety and welfare, being good stewards of tax payer resources, and protecting the City's interests in any construction project. Our primary focus is to design and construct safe and cost-effective projects for the City and its residents.



Tab 3

Relevant Project Experience

RELEVANT PROJECT EXPERIENCE

City of Kinston Adkin Branch Flood Mitigation Study and Infrastructure Improvements | *Kinston, NC*

Kimley-Horn, as a subconsultant, was part the City of Kinston's on-call engineering services contract. This stream cuts through the heart of the City and has a history of flooding. Kimley-Horn helped Kinston procure \$1.5 million dollars of grant funding to begin implementing improvements. **Similar to the Lumberton Loop Meadow Branch Floodplain Restoration project, a prior feasibility modeling analysis had been conducted for the City.** The analysis made several recommendations that were considered by Kinston for future implementation. Kimley-Horn partnered with the City to conduct design-level comprehensive model analysis for developing floodplain benching in a public park, designing a stormwater park amenity within new benching on UNC Lenoir Hospital property, and converting two culverts to bridges. When the HEC-RAS unsteady model revealed the project may result in increased flows/water surfaces downstream, Kimley-Horn pivoted the modeling effort to identify impact mitigation opportunities within the broader watershed. Recommendations included additional floodplain benching, detention within one of the constituent subbasins, and drainage area redirection. The project included stakeholder coordination regarding the creation of a multipurpose stormwater park for use by hospital and Kinston residents and to aid with flood mitigation benefits. Several improvement phases were identified, and the City is considering implementation of the floodplain benching portions of the project.

✓ **Relevance:** Hydrologic and hydraulic modeling, implementation of conceptual study recommendations, stormwater park, downstream impacts analysis, culvert/bridge design, roadway design, cost opinions, grant funding support.

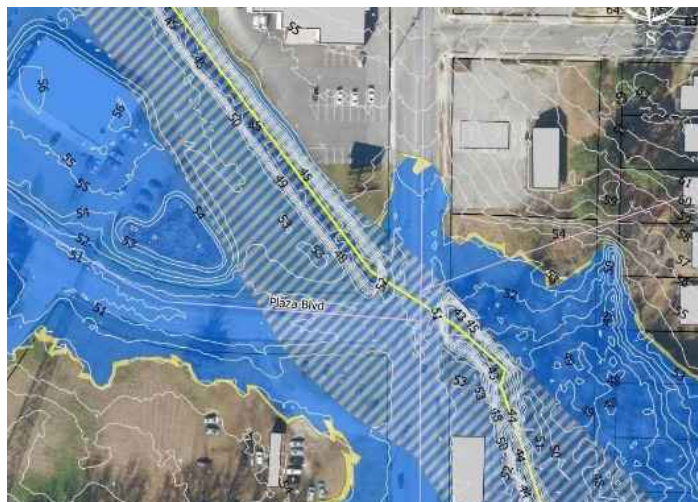
📞 **Client Contact:** Steve Miller, Assistant Public Services Director | 252 939 3303 | steve.miller@ci.kinston.nc.us

👤 **Key Team Members:** Ross Perry, Travis Crissman, David Hursey, Willie Sullivan, Brandon White

🕒 **Schedule and Budget:** Ongoing | \$260,360 (initial study), \$750,000 (design)

💧 PROJECT SPOTLIGHT:

Kimley-Horn worked closely with the City and stakeholders to design a **grant funded, multi-purpose stormwater park that provides flood mitigation benefits** as well as open space amenities to the surrounding community.



City of Wilmington, Wisteria/Clearbrook Stream Restoration and Drainage Improvements | *Wilmington, NC*

Kimley-Horn is providing design, public involvement, and construction phase services for the City of Wilmington to improve drainage and provide water quality measures to an urbanized watershed that drains to the environmentally sensitive Hewlett's Creek. Phases 1 and 2 of the project involved replacing seven culverts with larger capacity systems. The project also required using natural channel design and innovative integrated design techniques to increase channel capacity and improve water quality and habitat as well as gain agency acceptance. Additionally, this project involved approximately 500 liner feet (LF) of stream restoration, stabilization, and enhancement. The project also included creating and restoring a salt marsh, other wetlands, and streams. The third phase of this project is in design and will include six culvert replacements and 1,000 LF of stream restoration/relocation with adjacent floodplain wetland bench.

This project required the development of an extensive hydrologic and hydraulic model to route stormwater through the approximately 1.7-square-mile watershed. Modeling was performed using HEC-HMS and a dynamic modeling version of HEC-RAS. More than 25 separate scenarios were modeled to provide the least damaging and most cost-effective solution. A number of easements and property acquisitions will be required for this project. As such, Kimley-Horn is providing public outreach services to assist the City in gaining public acceptance of the project.



✓ **Relevance:** Stream restoration/natural channel design, culvert design, stormwater modeling

📞 **Client Contact:** Dave Mayes, Stormwater Services Manager | 910 341 5880 | dave.mayes@wilmingtonnc.gov

👤 **Key Team Members:** Travis Crissman, David Hursey

🕒 **Schedule and Budget:** Ongoing | Phase 1 \$267,768 / Phase 2 \$478,142 / Phase 3 \$358,902 (planning/design)



💧 **PROJECT SPOTLIGHT:**

Kimley-Horn used detailed modeling efforts to iteratively develop a cost effective solution that incorporates natural channel design and infrastructure improvements to improve drainage and water quality within the Wisteria/Clearbrook watershed all while **staying on budget and on schedule.**

City of Greensboro, Arboretum Stream Enhancement | Greensboro, NC

The Piedmont Conservation Council (PCC) selected Kimley-Horn to enhance approximately 2,040 LF of College Branch stream along the Downtown Greenway in Greensboro between McGee Street and Market Street and Market Street and the Greensboro Theater. **This project is funded by a \$349,000 grant from the NC Land and Water Fund.** Our team's services include streambank stabilization design, concept drawings, wetland and stream delineation, utility coordination, vegetative species identification, and preparation of an OPCC. This project requires coordination with a variety of stakeholders, including Action Greensboro, City of Greensboro, Guilford County Schools, Greensboro College, UNC Greensboro, and PCC.

Kimley-Horn provided services to the City of Greensboro to restore a portion of North Buffalo Creek through the Greensboro Arboretum from land survey through construction phase services. The project included restoration, stabilization, and enhancement of approximately 2,000 feet of North Buffalo Creek within the approximate existing location of the stream. The project was constrained as the stream meanders and is confined between Wendover Avenue and the greenway trail through the arboretum. Design considerations were made to reduce impacts to City of Greensboro property by protecting the existing stream banks while also restoring the stream. Additional services included geotechnical services, site assessment, natural resources assessment, meetings and design workshops, concept drawings, a preliminary engineering report, permit drawings, environmental permitting, construction drawings and specifications, and bid phase services.

✓ **Relevance:** Stream restoration/natural channel design, permitting, stormwater design

📞 **Client Contact:** Monica Jarrett, Piedmont Conservative Council
Member 336 373 7792 | monica.jarrett@greensboro-nc.gov

🔑 **Key Team Members:** David Hursey

🕒 **Schedule and Budget:** Completed 2023 | \$262,658 (design)



💧 **PROJECT SPOTLIGHT:**
Kimley-Horn worked closely with PCC, the City, and funding agencies to restore and enhance approximately 2,000 feet of North Buffalo Creek through the Greensboro Arboretum while **protecting adjacent properties and incorporating nearby amenities.**



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents	2
2.03 Owner-Furnished Services	3
2.04 Owner’s General Responsibilities	4
2.05 Payment	5
Article 3— Schedule For Rendering Services	5
3.01 Commencement	5
3.02 Time for Completion	5
Article 4— Invoices And Payments	6
4.01 Invoices	6
4.02 Payments	6
Article 5— Opinions Of Cost	7
5.01 Opinions of Probable Construction Cost	7
5.02 Opinions of Total Project Costs	7
Article 6— General Considerations	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents	9
6.03 Electronic Transmittals	10
6.04 Insurance	10
6.05 Suspension and Termination	12
6.06 Successors, Assigns, and Beneficiaries	13
6.07 Dispute Resolution	14
6.08 Controlling Law; Venue	14
6.09 Environmental Condition of Site	14
6.10 Indemnification and Mutual Waiver	16
6.11 Records Retention	16
6.12 Miscellaneous Provisions	17
Article 7— Definitions	17
7.01 Defined Terms	17
Article 8— Exhibits And Special Provisions	22
8.01 Exhibits to Agreement	22
8.02 Total Agreement	22
8.03 Designated Representatives	22
8.04 Engineer's Certifications	22
8.05 Conflict of Interest	23

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the City of Lumberton** (Owner) and **Kimley-Horn and Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Lumberton Loop Meadow Branch Floodplain Restoration Project** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **providing engineering design and permitting services for the Project**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. **[List any other Owner responsibilities here].**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$ 370,000	Lump Sum
2.	Resident Project Representative Services	\$ ---	N/A
3.	Additional Services (Article 2 of Exhibit A)	\$ 10,000	Hourly Rates
4.	Reimbursable Expenses	\$5,000	Hourly Rates

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

- B. 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, will be adjusted equitably.
- C. 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, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. 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
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) 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.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **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 the subject profession practicing under similar circumstances 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.
- B. **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.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will 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.
- J. 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.
- K. 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.
- L. 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.
- M. Engineer's services do not include providing legal advice or representation.
- N. 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.

- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. 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, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. 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 its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and 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 Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner 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. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, 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 will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, 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 Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.
- C. Unless expressly provided otherwise in this Agreement:

1. 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.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as 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.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all

Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), 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, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer’s Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **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; 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.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. ~~Exhibit B, Deliverables Schedule.~~ – Not used
- C. ~~Exhibit C, Amendment to Owner-Engineer Agreement (form).~~ – Not used
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ – Not used
- E. ~~Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).~~ – Not used
- F. ~~Exhibit F, Electronic Documents Protocol (EDP).~~ – Not used
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~ – Not used
- I. ~~Exhibit I, Limitations of Liability.~~ – Not used
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____

Owner:

City of Lumberton

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name: Brandon Love

(typed or printed)

Title: Deputy City Manager

(typed or printed)

Address:

City of Lumberton

500 North Cedar Street

Lumberton, NC 28358

Phone: 910-272-1346

Email: blove@ci.lumberton.nc.us

Engineer:

Kimley-Horn and Associates, Inc.

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Kimley-Horn and Associates, Inc.

421 Fayetteville Street, Suite 600

Raleigh, NC 27601

Designated Representative:

Name: W. Ross Perry, PE CFM

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

Kimley-Horn and Associates, Inc.

421 Fayetteville Street, Suite 600

Raleigh, NC 27601

Phone: 919-740-0837

Email: ross.perry@kimley-horn.com

Exhibit A to Agreement Engineer's Services

City of Lumberton

Lumberton Loop Meadow Branch Floodplain Restoration Project

February 27, 2026

Project Understanding

Kimley-Horn understands that the subject project stems from the Lumberton Community Floodprint completed by the City and the Coastal Dynamics Design Lab (CDDL) which developed a citywide plan known as the "Lumberton Loop" which utilizes FEMA acquisition properties along with existing recreational assets to create a connected system of educational, recreational, and environmental amenities that also provide the City with a flood infrastructure asset.

The Meadow Branch Floodplain Restoration Project (Project) is a part of the larger Lumberton Loop plan and consist of nineteen (19) contiguous City owned properties along an approximately 2,550 foot stretch of Meadow Branch between N Roberts Ave (upstream) and Center Stage shopping center (downstream). In addition, the City also owns four (4) additional isolated properties along Best Dr and Elmhurst Dr.

Figure 1 below shows the location of the approximate Project Area (Primary and Secondary Areas) for the work described herein. The majority of the data collect and design services will focus on the Primary Project Area. Data collection and design services for the Secondary Areas will be limited to boundary surveys and reforestation plans.



The primary goal of the Project is to mitigate flooding, both severity and frequency, of the residential properties along Meadow Branch in the vicinity of the Project Area. Secondary goals include restoration of the floodplain, pedestrian access and trails, creation of park amenities and educational opportunities, incorporation of Jerry Giles Park, and enhanced water quality. The engineering design and permitting phase of this project is being funded by a grant from the North Carolina Emergency Management. Kimley-Horn understands that the City is seeking additional grant funding for construction and construction phases services through the Federal Emergency Management Agency (FEMA) through the Hazard Mitigation Grant Program (HMGP) administered by the North Carolina Department of Public Safety (NCDPS) Division of Emergency Management. The scope of work described below is for the preparation of a full Bid Package. Bid phase and construction phases services will be scoped under a separate contract at a later date.

Project Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- The majority of the data collect and design services will focus on the Primary Project Area. Data collection and design services for the Secondary Areas will be limited to boundary surveys and reforestation plans.
- The Project will be authorized by a Nationwide Permit or General Permit, NOT an Individual Permit.
- NCDWR will require a permit application fee for the Section 401 Permit dependent on the level of impacts. The fee will be either \$341.00 for a minor action or \$810 for a major action. This fee will be paid by Kimley-Horn and invoiced as a reimbursable item in addition to the Lump Sum tasks.
- City will provide previously prepared Environmental Assessment (EA), Record of Environmental Consideration (REC), and Finding of No Significant Impact (FONSI) reports.
- The NCDEQ Express Review Fee for Erosion and Sediment Control Plans (subject to change) are \$2,000 (Express) + \$100 per acre disturbed. Up to 11.4 acres of disturbance is included to compute the anticipated fee of \$3,140 (included in project expenses). This fee will be paid by Kimley-Horn and invoiced as a reimbursable expense item in addition to the cost of the lump sum fee for this task..
- There will be no requirement for a standalone NEPA/SEPA document.
- There will be no requirement for the preparation of a NEPA Categorical Exclusion, State Historic Preservation Office (SHPO) review, or voluntary State Clearinghouse review.
- No historic architecture or archaeological surveys will be required.
- There will be no investigation into hazardous materials, waste or contamination.
- Any required easement acquisition and associated negotiations will be conducted by the City. Kimley-Horn will assist by providing easement exhibits and final Easement Plats for recordation.
- NCDOT will not be involved in the review of any calculations or construction drawings produced under this scope of work as this work is not on a NCDOT facility or within NCDOT ROW.
- The City will notify property owners within the vicinity of the Project Area ahead of Data Collection field activities and coordinate access to properties as necessary to complete scope of work.
- The Project will meet the requirements of a No-Rise Scenario relative to floodplain permitting. The City may request a technical review of floodplain calculations by the North Carolina Floodplain Mapping Program prior to issuance of a Floodplain Development Permit.
- A Post-Construction Letter of Map Revision (LOMR) for the purpose of revising FEMA Flood Insurance Rate Maps (FIRMs) is not included in this scope of work.

- The North Carolina State University's (NCSU's) Coastal Dynamics Design Lab (CDDL) will serve as the Grant Administrator for the Project on behalf of the City and coordinate directly with grant agencies, including the preparation of required progress reporting. Thus, Grant Administration or Management services are excluded from this scope of work but may be provided as an Additional Service completed on an hourly basis upon written authorization to do so in writing by the City.

If any of these assumptions are not correct, then the scope and fee may change.

ARTICLE 1 – BASIC SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1. Project Management

The project management and administration efforts will consist of the following items:

- Oversee the Consultant project team to manage budget, schedule, and conformance to the project scope on a day-to-day basis
- Provide a primary contact for the City:
 - Ross Perry – Project Manager ross.perry@kimley-horn.com / 919-740-0837
- Develop and implement internal project work plan. This will not be a formal submittal to Client but can be provided upon request.
- Inform the City of schedule updates via the monthly project reporting
- Meet with the City's Project Team in person or via conference call as included in this Scope of Services, and be available to answer project related questions via phone and email
- Manage Consultant's subconsultants in execution of Project Scope
- Prepare and submit monthly progress reports to the City to update the project schedule, list milestones achieved, provide status of each major task, support and document schedule changes, and justify proposed changes to the schedule or budgets
- Maintain a project cost accounting system
- Maintain a project filing system for storage and retrieval of project documents.

Project final deliverables shall be certified (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina, where applicable.

Project management is anticipated to occur on an ongoing basis throughout the entire 12-month design schedule. For purposes of a budget, Consultant assumes 120 hours of effort on this task

Task 2. Data Collection

2.1. Environmental Delineations

Kimley-Horn will draft landowner notification letters on City of Lumberton letterhead to provide notice to property owners prior to conducting field work. Kimley-Horn will submit the draft landowner notification letters to the City for review and signature. Once signed and at least 2 weeks prior to conducting field work, Kimley-Horn will mail the notification letters to the property owners within the project area.

Kimley-Horn will conduct a field visit of the project corridor to delineate potentially jurisdictional streams, wetlands, and/or open waters. Kimley-Horn will utilize the three-parameter approach for wetland delineations as described in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. The jurisdictional limits will be flagged following the guidelines presented in the 1987 U.S. Army Corps of

Engineers Wetland Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). Data forms required for certification by the US Army Corps of Engineers (USACE) and/or the NC Division of Water Resources (NCDWR) will be completed with the necessary data obtained during the field investigation. Jurisdictional streams will be classified as either perennial or intermittent. The delineated wetland or stream boundaries will be flagged and located with a handheld sub-meter Trimble GPS unit.

Following the field visit, Kimley-Horn will prepare a Preliminary Jurisdictional Determination (PJD) request package for submittal to the USACE. Kimley-Horn will seek to obtain concurrence from the USACE on the delineated aquatic resources within the project corridor. The PJD request package will consist of an Aquatic Resources Delineation Report (ARDR), PJD forms, supporting figures, and data forms. The ARDR will be prepared following the standards put forth by the USACE Wilmington District's Recommended Minimum Standards for Aquatic Resource Delineation Reports published on July 21, 2025.

Kimley-Horn will coordinate and attend up to one (1) field review with the applicable agency representatives to review the delineation in the field. Kimley-Horn will perform minor modifications to the jurisdictional lines that may be deemed necessary by the USACE in order to obtain concurrence.

2.2. Design Survey

Field design survey data will be collected by Kimley-Horn's subconsultant Wetherill Engineering, Inc. (WEI) in support of the development of both an alternatives analysis and Construction Drawings (see Task 3 and 4).

Set Global Positioning System (GPS) Control Points

WEI will establish four Global Positioning System (GPS) project control monuments within the Primary Project Area. The control point(s) will be referenced and adjusted to the North American Datum (NAD) of 1983(2011) or the National Spatial Reference System (NSRS) of 2011. The Control point(s) will be established using the Global Positioning System (GPS) Virtual Reference Station (VRS) or Online Positioning User Service (OPUS) system.

Set Horizontal and Vertical Control and Benchmarks

WEI will establish horizontal control points for the Primary Project Area limits. The horizontal control traverse will be referenced and adjusted to the North American Datum (NAD) of 1983(2011) or the National Spatial Reference System (NSRS) of 2011 and will conform to the standard set for third-order Class I surveys (1:10,000). The project coordinates will be localized around one control point set near one end of the project. The control points will be monumented with #5 rebar or PK nails when located in paved or concrete areas.

WEI will also establish vertical control points for the Primary Project Area limits. The vertical control will have a third-order closure accuracy of 0.05 feet times the square root of the distance run in miles and will be based on the North American Vertical Datum (NAVD) of 1988.

WEI will install two permanent benchmark(s) within the Primary Project Area. Once set, WEI will establish control elevations on the benchmarks. The benchmarks will have a third-order closure accuracy of 0.05 feet times the square root of the distance run in miles and will be based on the North American Vertical Datum (NAVD) of 1988 unless otherwise requested by the client.

Deed Research

WEI will conduct research by online GIS to establish the tax identification number, property owner's name, and current deed book and page number for the properties within the survey limits shown in Attachment A. This research does not constitute a title search and is only used to collect deed information for the subject parcel and surrounding adjoiners. If online services are not available and WEI needs to collect information by other means, additional fees may be required.

Boundary Survey

To establish property lines for the subject properties within the Primary and Secondary Project Areas, WEI will perform reconnaissance to attempt to recover and locate existing property corners and irons. Once the property corners have been recovered and located, WEI will utilize the located property corners and deeds collected in the task above or supplied to delineate property lines for the subject parcel or for properties within the Project Area. Missing irons will be reset by WEI. WEI will prepare recordable plats illustrating the property lines for the parcels that comprise the Project Area.

In providing this service, we assume that there will be sufficient monumentation found during the performance of the field portion of the survey to adequately tie into boundaries of the subject property and adjoiners, and no overlaps or encumbrances are discovered. If the area to be surveyed is adversely impacted by the conditions stated above the City shall be notified and a decision will be made as to whether the survey work will be initiated at a potentially higher fee and delayed schedule or the start of fieldwork delayed until site conditions are remedied.

It is understood that the City hereby grants WEI or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and subcontractors to obtain field information pertinent to the subject project.

Planimetric Location and Mapping

WEI will provide field surveys to locate and map planimetric information for 21 acres within the Survey Extents (see **Figure 2** below).

The planimetric location and mapping will include the following items, if present and visible:

- Roads, curbs, walks, parking, and paved areas;
- Driveways and alley locations and types (concrete, gravel, asphalt);
- Walls on the project site;
- Cemeteries and burial grounds on the project site, if marked;
- Building locations;
- Finished Floor Elevations of adjacent structures (approximately 14);
- Limits of wooded areas and limits of vegetation;
- Signs including road signs, business signs, and billboards;
- Fences location and type;
- Outbound limits of ponds, lakes, springs, or rivers;
- Plazas, planter beds, benches, and pools and;
- Above-ground utility appurtenances serving the project site.

WEI will locate and map the location of 3 existing bridges within the project limits. This will include the location of each bridge's deck, rails, beams, seats, wing walls, and low chord on the upstream and downstream.

WEI will collect the location, size, and species of trees considered to be important assets due to their unique or noteworthy characteristics with a size greater than 6-inch caliper at breast height within the

Survey Extents. These trees may include large hardwoods (such as oaks, poplars, and maples) and softwoods (such as pine species) in good or better condition.

WEI will attempt to identify readily observable storm and sanitary sewer utility structures that have above-ground appurtenances and/or features within the Survey Extents. WEI will then map the location, size, type, and elevation of observable inverts and tops.

Digital Terrain Mapping

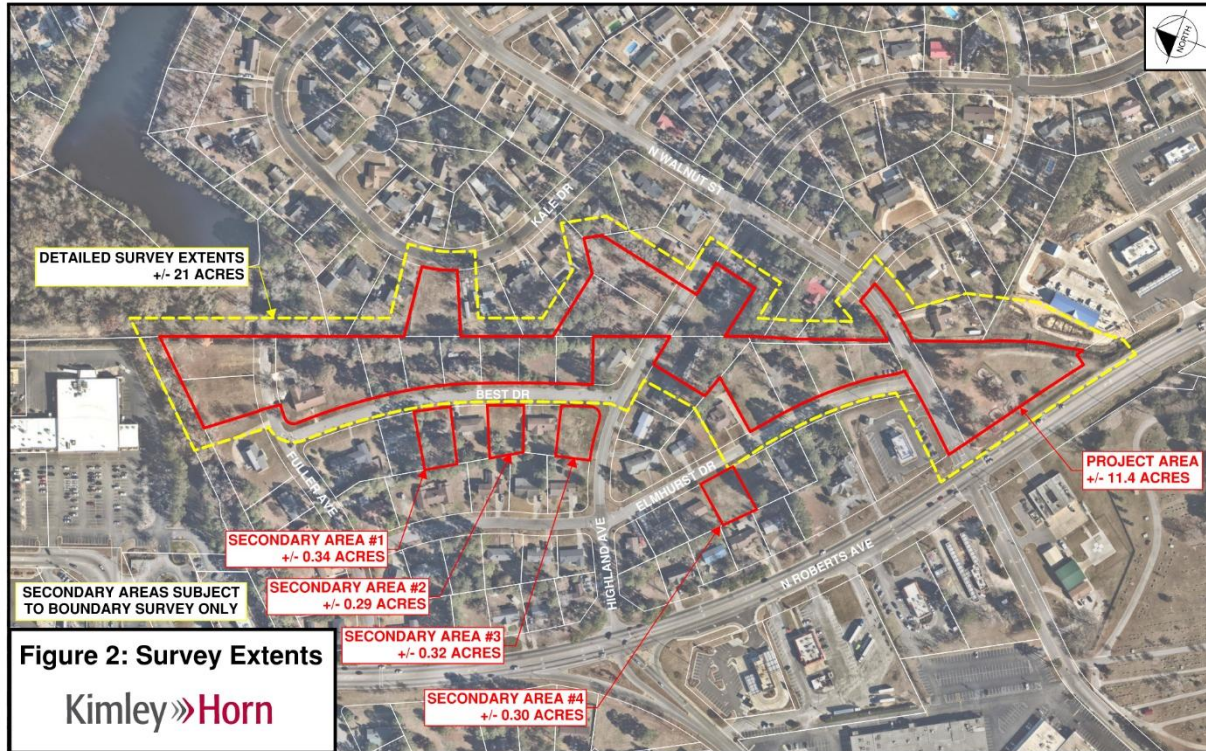
WEI will provide topographic mapping for the area within the Survey Extents. WEI will collect three-dimensional survey data points that will be used to create a digital terrain model (DTM) to define the existing topography and grades. As part of this task, WEI will also perform a grid survey at an interval no larger than fifty feet by fifty feet (50' x 50'), where the site's existing grades are uniformly sloped. WEI will also obtain spot elevations at the tops/toes of the slope, intermediate points in washes/streams/creeks, and tops/toes of slope coming back out of washes/streams/creeks, to define cross-sections and break lines. Drone Lidar may be acquired to supplement field surveys.

WEI will collect three-dimensional survey cross-sections and required underwater breakpoints where possible for 2,500 feet of stream or creek. WEI will utilize this information to provide the location of streams and waterways for incorporation into the DTM. Cross-sections will be taken at 50' intervals and will be closer in areas where the creek meanders in non-linear areas.

WEI will complete the field survey to map the topography at a proper scale with 1-foot vertical contours extending to the Survey Extents.

Deliverables for this task include:

- Final mapping and survey information in AutoCAD Civil 3D format
- A final Existing Condition Survey file (PDF format) signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.



2.3. Subsurface Utility Engineering (SUE)

Subsurface utility engineering will be performed by Kimley-Horn subconsultant WEI in general accordance with the ASCE/UESI/CI 38- 22 "Standard Guideline for Investigating and Documenting Existing Utilities". As part of the SUE effort, the following scope of services will be performed to support the identification and mapping of existing underground utilities within the Survey Extents.

Utility Records Collection

WEI will place a One-Call System (One-Call) design ticket for the Project Area as part of this task. Utilizing the information provided by the One-Call, WEI will then attempt to contact and collect utility records by either email or phone from up to 6 utility owners and the property owner within the approximate project limits as shown in Attachment A, one time only. The records collected will be used to aid in the creation of utility mapping and/or to supplement a utility mapping investigation. WEI will provide a copy of the records collected to the client for reference purposes if so requested.

We anticipate contacting the following utility owners:

AT&T/D (Distribution)	AT&T/F (Fiber)
City of Lumberton Electric	City of Lumberton Public Works
Piedmont Natural Gas Company	Charter Communications

Note: It is our experience that One-Call may not respond to a request for design markings unless excavation activities are involved. Additionally, One-Call does not mark private utility lines or services. Utility records can be difficult to collect as utility owners do not tend to provide records or do not provide them on a timely basis. WEI cannot provide for the placement of utilities without accurate records. This

task is not intended to collect detailed data for the utilities including utility capacities, sizes, or materials as the utility company may not provide that information for this type of work. WEI can provide limited utility coordination research to attempt to determine these items at an additional fee.

Level B SUE

WEI will attempt to designate underground utilities within the Survey Extents using the following techniques:

- Electromagnetic Locators (EM) – WEI will employ EM geophysical prospecting techniques to attempt to determine the existence and horizontal position of conductive underground utilities. Utilities that can be located will be marked on the ground using the American Public Works Association (APWA) paint marking conventions at 50-foot intervals along the utilities and bends in the lines. Utilities that can be identified will be designated to the limits of the Survey Extents.
- Ground Penetrating Radar (GPR) Units – Non-metallic lines cannot typically be located using standard pipe and cable locating equipment. In these cases, WEI will attempt to locate these lines using available utility records and indirect methods such as GPR. GPR technology complements EM techniques in that it can detect material types both metallic and non-metallic, including plastics, concrete, ceramics, asphalt composites, and more. However, due to project and soil conditions, WEI may not be able to locate these items.

Many variables may affect underground utility locating, including soil condition or type, weather, site access, utility depth, utility material, utility size, the proximity of other utilities or metal structures, connectivity, availability of access points, utility states such as abandonment or being out of service, and availability of utility records or maps. Due to these variables, some utilities may not be able to be detected and therefore may not be located as part of this investigation. Also because of these variables, any utility depth information obtained during this investigation shall only be considered approximate.

WEI will locate the subsurface marks using conventional surveying techniques. WEI will utilize the records collected and the survey locations to prepare the mapping of the underground utilities. Located subsurface utilities will be included in the Existing Conditions Survey file prepared as part of the previous task.

Deliverables for this task include:

- Final SUE information in AutoCAD Civil 3D format
- SUE field notes and sketches in PDF format

Note: This above scope of work does not include Level A SUE test holes. Should review survey information or Level B SUE warrant Level A Test Holes, then this service may be performed as an Additional Service if requested in writing by the City.

2.4. Geotechnical Investigation

Geotechnical investigations will be performed by Kimley-Horn subconsultant GeoTechnologies, Inc. GeoTechnologies will conduct a subsurface investigation within the Primary Project Area for the purpose of assessing soil conditions and the presence of rock and providing recommendations for foundation support, bearing pressures and preparation/earthwork procedures. This scope of work includes:

Field Exploration

GeoTechnologies will advance up to eight (8) test borings to a depth of 20 feet or auger refusal for a total drilling of 160 feet. The location of the borings will be determined once an improvement alternative is selected for design. An engineer will perform a site reconnaissance and flag test boring locations following the completion of SUE locations in the above task. An all-terrain drill rig will be dispatched to drill

the borings. It is assumed that the boring locations will be readily accessible to a drill rig without the need for clearing trees or traffic control. The borings will be advanced utilizing hollow stem augers or mud rotary drilling techniques and will be sampled at selected intervals by the standard penetration test procedure.

Subsurface Investigation Report

The test boring data will be utilized to generate subsurface profiles and to provide test boring records. GeoTechnologies will provide an engineering report which will include the results of the field testing, address site preparation/earthwork procedure and foundation support recommendations including design bearing pressures and slope stability. Any special site preparation procedures which need to be considered such as the need for undercutting and replacement of soils in the Primary Project Area will also be addressed along with pavement subgrade support considerations.

Deliverables for this task include:

- Subsurface Investigation Report (PDF format) signed and sealed by a Professional Engineer licensed to practice in the State of North Carolina.
 - Boring Logs
 - Map showing boring locations

Task 3. Alternative Analysis

Kimley-Horn understands that a peak runoff discharge for the 5-, 10-, 25-, 50-, 100-, and 500-year, 24-hour design storm events along with a 1D HEC-RAS steady state hydraulic model were developed as part of the Lumberton Community Floodprint – Phase II Meadow Branch and Scottish Packing report. This model included planning-scale foundation for understanding flooding in the vicinity of the Project Area as well as an assessment of concept improvement alternatives including floodplain benching and removal of existing roadway crossings. To the extent possible, Kimley-Horn will utilize the models associated with the Lumberton Community Floodprint developed by others as the basis for the scope of work in this task. The purpose of this task is to refine the hydrologic and hydraulic modeling using current, site-specific data, to establish existing condition flood baselines and to assess if the model results support the proposed improvement alternatives and achieve the target project goals.

3.1. Refined Hydrologic Model

Kimley-Horn will refine the provided hydrologic models to focus solely on the ±4.6 square mile watershed contributing to Meadow Branch through the Project Area. The refined model will incorporate high resolution land use generated from 2025 aerial imagery and soils information obtained from the Web Soil Survey to update hydrologic variables and develop inflow hydrographs using National Oceanic and Atmospheric Administration (NOAA) Atlas 14 24-hour rainfall data and NRCS Curve Number methodology.

3.2. Refined Hydraulic Model

Kimley-Horn will develop a detailed, localized, unsteady 2D HEC-RAS Existing Conditions model of the Project Area. The Existing Conditions model will be used to establish existing, baseline, flood conditions for the design storm events. Terrain surfaces, boundary conditions, break lines and culvert information will be refined based on specific site information gathered during Task 2.2. Refined inflow hydrographs developed with Task 3.1 will be input into the HEC-RAS model as upstream boundary conditions. It is anticipated that the extents of the hydraulic model will start approximately 500 feet upstream of N Roberts Ave and extend downstream along Meadow Branch to its confluence with Fivemile Branch approximately

400 feet downstream of Interstate 95. Kimley-Horn understands that improvements are planned for Interstate 95 that include elevation of the roadway and enlarged culverts at the Meadow Branch crossing. These improvements will be incorporated into the refined Existing Conditions Model. FEMA flood modeling for both Fivemile Branch and the Lumber River in combination with USGS stream gauge data available for the Lumber River via a water level gauge at the NC-72 East Highway crossing downstream of the study area. Model results, including flood extents, depths and velocities, will be validated based on historical high-water marks, anecdotal evidence provided by City staff and residents, and downstream FEMA base flood elevations. The refined Existing Conditions model will be used to assess potential improvement alternatives as described in Task 3.3.

3.3. Improvement Alternatives Analysis

Once the validated Existing Conditions model is finalized as part of Task 3.2, Kimley-Horn will use it as a baseline for assessing potential improvement scenarios. Kimley-Horn will start by incorporating the conceptual restoration and crossing modifications referenced in the Lumberton Community Floodprint Phase II report as well as:

- Stream channel relocation and widening
- Floodplain benching and restoration
- Overbank wetland detention areas
- Enlarge or remove stream crossings at Highland Ave and/or Walnut St

In addition to the above flood mitigation improvements, Kimley-Horn will also incorporate variations of the following amenities into the improvement scenarios:

- Greenway trail with pedestrian access points
- Relocation of Jerry Giles Park components
- Additional parking for park and trail access
- Educational signage

Kimley-Horn will work with the City and CDDL to develop up to three (3) conceptual improvement alternatives for assessment and comparison in an iterative approach. Each proposed improvement alternative will be assessed based on performance, flood mitigation benefits, budgetary construction costs, permitting requirements, and construction feasibility.

Kimley-Horn will develop conceptual level exhibits illustrating the schematic layout of each improvement alternative and document modeling efforts, assumptions, methodology, results, and flood mapping in an Improvement Analysis memorandum. This brief memorandum will summarize and compare the hydraulic performance of existing conditions and alternative improvements and make recommendations as to which improvements the City should consider implementing.

Task 4. Construction Documents

Once the City has notified Kimley-Horn in writing as to which improvement alternative they wish to proceed with for design and permitting, Kimley-Horn will prepare Construction Documents to consist of construction drawings and specifications for use by construction contractors to develop construction bids and construct the selected improvements. As construction documents are developed, digital (PDF format) review sets will be submitted to the City for review via email at the following percent complete milestones: 30%, 60% and 90%. City staff will disseminate the submittal to 3rd party reviewers or stakeholders as needed for review and consolidate review comments into a single, red-lined plan set and/or comment letter. Following City staff review at each milestone, a milestone review meeting will be

scheduled to review comments and clarify revisions. Responses to comments will be documented and submitted to the City for approval while Construction Documents are advanced to the next milestone. The 90% milestone construction drawings will also be submitted to the permitting review agencies for review and comment (see Task 6). Final (100%) construction documents incorporating final comments from the City and review agencies will be provided to the City for use in bidding the project.

City of Lumberton and NCDOT Standard Details and Specifications will be used where applicable and supplemented with NCDOT Standard Specifications and Provisions where needed. Kimley-Horn will provide technical Project Special Provisions (PSP) for design items not included within the City or NCDOT standards (up to ten (10) PSPs).

Traffic Control Design Assumptions

Kimley-Horn assumes that during the construction of the project, portions of Fuller Ave, Highland Ave, and/or N Walnut St within the Project Area may be closed completely to thru traffic.

4.1. Utility Coordination and Design

Kimley-Horn will provide utility coordination services for public and private utilities within the Project Area impacted by the proposed improvements. This scope includes identifying utility owners, collecting existing utility mapping and records, and performing conflict analysis through the development of design and construction drawings. It is assumed that a maximum of six (6) utility owners will be involved in this effort. Coordination will involve the following generalized communication schedule and includes documentation of correspondence and decisions:

- Project Notification – Notify the City’s standard list of utility owners of the upcoming project to determine if they have infrastructure in the Project Area and work to schedule future review and coordination meetings.
- Preliminary Design Review – Meet with impacted utility owners following 30% Construction Drawing submittal and review
- Utility Conflicts Field Meeting – Meet with impacted utility owners in the field to review conflict resolution following 60% Construction Drawing submittal and review
- Final Design Review – Meet with impacted utility owners to review final design and conflict resolutions following 90% Construction Drawing review by City and permitting agencies.

Kimley-Horn will develop Utility By Others (UBO) plans that illustrate the proposed adjustments to private utilities for use in coordination with private utility owners to facilitate relocation of their assets. The design and field relocation or adjustments of privately-owned utilities will be the responsibility of the respective owners with coordination provided by Kimley-Horn.

4.2. 30% Construction Documents

Deliverables for the 30% Construction Documents milestone include:

- Construction Drawings consisting of:
 - Cover Page
 - Abbreviations and Symbols
 - General Notes
 - Existing Conditions/Demolition Plan
 - Improvements Plan & Profile (with preliminary utility conflicts identified)
- Preliminary budgetary Opinion of Probable Construction Costs (OPCC)

- The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable costs.

4.3. 60% Construction Documents

Deliverables for the 60% Construction Documents milestone include:

- Construction Drawings consisting of:
 - Cover Page
 - Abbreviations and Symbols
 - General Notes
 - Existing Conditions/Demolition Plan
 - Improvement Plan & Profiles including:
 - Bridge/Culvert Improvements
 - Minor Roadway Improvements
 - Drainage System Adjustments/Improvements
 - Channel and Floodplain Restoration Cross Sections
 - Channel and Floodplain Restoration Grading Plan
 - Greenway Alignments
 - Up to four (4) Utility Conflict Relocations – UBO Plans
 - Erosion Control Plan (in accordance with NCDEQ's E&SC Guidelines)
 - Traffic Control Plan
 - Planting Plan
 - Planting Details
 - Standard Details
 - Preliminary Easements
- Draft Project Special Provisions
- Preliminary itemized OPCC
- List of required permits; permit application process to begin following milestone review by City
- Utility by Others Plans – used in coordination with utility companies (see Task 4.1)

4.4. Structural Geometric Layout

It is Kimley-Horn's opinion after preliminary review of site conditions that if improvements to the existing bridge structures associated with N Walnut St and/or Highland Ave are warranted, the most economical solution is likely to replace these bridges with pre-fabricated culvert structures that provide additional flow conveyance. If replacement of either of these bridges is selected for design, Kimley-Horn will provide structural geometric layout for the end treatment (wingwalls) of the proposed culverts based on field survey, geotechnical data for the site, and NCDOT standard wingwall details. The length of each wingwall will be calculated to match the proposed roadway side slopes within the project area. It is assumed that the culvert will be prefabricated precast concrete or aluminum structural plate with the design provided by the Contractor via the vendor. Structural design of the culvert is not included in this scope of work and will be considered an additional service if needed.

The Consultant shall prepare geometric layout, and a performance construction specifications for up to eight (8) non-standard cast-in-place concrete wingwalls (four (4) per crossing). The preliminary design calculations and construction documents will be consistent with AASHTO LRFD and NCDOT Standards

and Specifications. The culvert and wingwall layouts and performance specifications will be utilized by the contractor and pre-caster to develop signed and sealed shop drawings for Engineer approval.

4.5. 90% Construction Documents

Deliverables for the 90% Construction Documents milestone include:

- Construction Drawings consisting of:
 - Sheets as described in Task 4.3
 - Structural Culvert and Wingwall Geometric Layout
 - Site Specific Custom Details
- Project Special Provisions
- Updated Opinion of Probable Construction Costs (OPCC)
- Permit status update

4.6. Final Construction Documents

Deliverables for the Final Construction Documents milestone include:

- Construction Drawings consisting of:
 - Sheets as described in Task 4.5
- Project Special Provisions
- Updated Opinion of Probable Construction Costs (OPCC)
- Permit status update

Task 5. Public Engagement & Stakeholder Meetings

5.1. Public Community Meeting

Following completion of the Improvement Alternatives Analysis and review by City and CDDL staff, Kimley-Horn will aid the City with conducting an in-person community meeting. The purpose of the meeting will be to update the community on the project's progress and present up to three (3) selected Improvement Alternatives, as chosen by City and CDDL staff, to the community and stakeholders and solicit feedback. Kimley-Horn will develop a presentation that summarizes the associated flood mitigation benefits of each presented Improvement Alternative while also providing examples of similar measures and amenities implemented in similar projects. The meeting also offers the opportunity to begin discussions adjacent property owners about the impacts the community may experience during construction as well as discuss potential easement requirements. Kimley-Horn anticipates that the meeting will include a formal presentation followed by an open house setting where attendees are encouraged to engage with Kimley-Horn, City, or CDDL staff at stations setup around the room with posters/maps illustrating Existing Conditions and selected Improvement Alternatives. Kimley-Horn anticipates having three staff members attend his meeting.

Deliverables for this task include:

- PowerPoint presentation
- Full-size Schematic Renderings of Selected Improvement Alternatives
- Example photos or renderings of similar improvement measures (floodplain restoration/benching, wetland areas, greenway trails, culverts, etc.)

The City allows for a two-week public comment period after a public meeting. Comments and questions will be directed to the City's project manager. Kimley-Horn will assist the City with cataloging feedback and drafting comment responses when warranted.

Other key provisions applying to the public meeting includes:

- Kimley-Horn will assist the City and CDDL with notifying the public of the date, time, location, and purpose of the public meetings by assisting with the development of content for informational flyers and door hangers for the City to distribute electronically via push emails or social media, or physically to impacted and adjacent property owners.
- The City will act as the host for the meeting, and in doing so will determine and provide the meeting location, as well as promotion of the meeting for attendance via flyers, social media, etc.

City Council Meeting Presentation

Following the 90% completion milestone, Kimley-Horn, along with City and CDDL staff, will present at the following City Council Meeting. The purpose of the presentation will be to present the specific details of the project design and potential flood mitigation benefits to council members, stakeholders, and the community. The presentation will include project background information, an overview of the proposed improvements and design, engineer's opinion of probable costs, and a summary of next steps required to bid and award the project for construction. Kimley-Horn anticipates having two staff members attend this meeting.

Deliverables for this task include a PowerPoint presentation.

Task 6. Permitting

Kimley-Horn will identify permitting requirements at the 60% milestone and begin preparation of permit applications. The 90% milestone construction drawings will be submitted to the permitting review agencies along with completed permit applications for review and comment. The following summarizes the anticipated permitting requirements for the Project:

6.1. Environmental Permitting

It is assumed that the project will qualify for authorization under Nationwide Permit #13 or #27 criteria. Kimley-Horn will prepare a Section 404/401 Nationwide Permit application including a cover letter, Pre-Construction Notification (PCN) form, figures, and permit drawings for submittal to the USACE and NCDWR. Kimley-Horn will conduct a pre-application meeting with the USACE and NCDWR prior to completion of the draft Nationwide Permit application to discuss the permitting approach, avoidance and minimization measures, and design constraints.

Following the pre-application meeting, Kimley-Horn will submit the draft Nationwide Permit application to the Client for review. Kimley-Horn will incorporate Client comments into the Nationwide Permit application and submit the application on the Client's behalf to the USACE and NCDWR via the Regulatory Request System (RRS). Upon submittal, Kimley-Horn will track the application through the regulatory review process. This will include addressing up to two (2) additional information requests made by the permitting agencies. Should the regulatory agencies request protected species surveys, cultural/historical investigations, monitoring plans, or additional studies not explicitly outlined in the scope above, these efforts will be considered as additional services.

If the regulatory agencies determine that the proposed project does not meet the requirements of a Nationwide or General Permit and requires an Individual Permit, then the preparation and submittal of an Individual Section 404/401 Permit Application will be considered an Additional Services.

6.2. Erosion & Sediment Control Permitting

This scope includes preparation and submittal of an erosion and sediment control plan to the North Carolina Department of Environmental Quality, Division of Energy, Mineral, and Land Resources (NCDEMLR) for review and approval, as the project will disturb more than one acre. The plan will be developed in accordance with the North Carolina Erosion and Sediment Control Planning and Design Manual. Consultant will utilize the Express Permitting Program to expedite the review process. This includes scheduling a pre-submittal meeting with the appropriate regional office, preparing the application package with required forms, fees, and supporting documentation, and submitting the plan for express review. Comments received from NCDEMLR staff will be addressed to obtain plan approval. After approval by NCDEMLR, Consultant will complete eNOI for coverage under the NC General Permit.

Current anticipated fees (subject to change) are \$2,000 (Express) + \$100 per acre disturbed. Up to 11.4 acres of disturbance is included to compute the anticipated fee of \$3,140 (included in project expenses). This fee will be paid by Kimley-Horn and invoiced as a reimbursable expense item in addition to the cost of the lump sum fee for this task.

6.3. Floodplain Permitting

The Project Area is located along Meadow Branch, a FEMA studied stream with an established floodway and base flood elevations (BFEs). The improvements proposed within these areas will require that a Floodplain Development Permit be obtained through the City. In addition, in accordance with the City's Flood Damage Prevention Ordinance, no encroachments, including fill, new construction, substantial improvements and other development shall be permitted unless:

1. It is demonstrated that the proposed encroachment would not result in increase in the flood levels during the occurrence of the base flood discharge (No-rise Scenario);
2. A conditional letter of map revision (CLOMR) has been approved by FEMA.

Kimley-Horn's intent is to design the proposed improvements such that a No-rise condition is achieved. Kimley-Horn will obtain the current effective FEMA hydrologic and hydraulic model of Meadow Branch from the NC Floodplain Mapping Program. The model will be modified to incorporate the existing site conditions based on information gathered in Task 2 to create a Corrective Effective model. The Corrective Effective model will then be updated to incorporate the proposed improvements to create a Proposed Conditions model. The Corrective Effective and Proposed Conditions models will be compared to demonstrate a No-rise condition. Kimley-Horn will document modeling efforts, assumptions, methodology, and results in a No-Rise Feasibility Study report for submittal to the City's Floodplain Administrator for review in support of a Floodplain Development Permit. Deliverables for this task include:

- No-rise Feasibility Report, signed and sealed by a professional engineer
- No-rise Certification, signed and sealed by a professional engineer
- Floodplain Development Permit Application

Once construction of the project is completed, the City may wish to submit a Letter of Map Revision to FEMA to revise the effective base flood elevations, floodplains, and floodway illustrated on the current Flood Insurance Rate Map (FIRM) based on post-project as-built conditions. The preparation and

submittal of a LOMR application to FEMA is excluded from this task but may be completed as Additional Services if requested in writing by the City.

ARTICLE 2 – UNSPECIFIED OR ADDITIONAL SERVICES

For budgetary purposes, this task allocates a sum of money that can be designated at a future date to cover Unspecified or Additional Services (ie. Grant Management Assistance, Level A Test Holes, Easement Plats, or additional alternatives analysis). Kimley-Horn will submit a written request along with an estimated budgetary cost when proposing Additional Services. City approval of the Additional Service and budget will be required in writing before any Additional Services are initiated or invoiced.

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$100,000
Each employee	\$500,000
Policy limit	\$100,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
Other Insurance [Specify]	
Each Claim	\$ N/A
General Aggregate	\$ N/A

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$
Each employee\$	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$
Excess or Umbrella Liability	
Each Occurrence	\$
General Aggregate	\$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Kimley-Horn and Associates, Inc.	421 Fayetteville St, Suite 600, Raleigh, NC 27601
Wetherill Engineering, Inc.	1223 Jones Franklin Rd, Raleigh, NC 27606
GeoTechnologies, Inc	3200 Wellington Ct, # 108, Raleigh, NC 27615
[Other Additional Insured]	[Other Additional Insured's Corporate Address]

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$365,000.00** based on the following estimated distribution of compensation:

Task	Description	Fee
1	Project Management	\$ 32,000
2	Data Collection	\$ 93,500
3	Alternative Analysis	\$ 39,500
4	Construction Documents	\$ 152,000
5	Public Engagement & Stakeholder Meetings	\$ 20,000
6	Permitting	\$ 33,000
Total Basic Services		\$ 370,000.00
Unspecified or Additional Services		\$ 10,000
Reimbursable Expenses		\$ 5,000
Total:		\$ 385,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):
 - **Permit Application and Review Fees paid by Engineer**
 - **Construction Drawing Prints**
 - **Mileage, Meals & Lodging**
5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **twelve (12)** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, ~~except for services as a consultant or witness under Exhibit A Paragraph 2.02-A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony)~~, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.
- C. Other Provisions Concerning Payment for Additional Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.10**.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **June 30, 2026**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Copies of Drawings	\$ 2.50 /page
Mileage (auto)	\$ 0.725 /mile
Permit Application and Review Fees	at cost
Meals and Lodging	at cost

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2026

Subject to annual adjustment thereafter

Lumberton City Council

Item: VI.N.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Council

Submission Date: 03/05/2026

Subject: NSA 12 U Dodgers Team

Summary/Background of Subject Matter:

P-1 would like to contribute \$100 of CRF to the NSA 12 U Dodgers Team who have been invited to play in Cooperstown, NY, July 12-19, 2026. There are 12 team members and 3 coaches. The cost per player and coach is \$1,500.00.

This group of young men are trying to fundraise and acquire sponsors for this lifetime opportunity. No amount of sponsorship is too small.

For sponsors who contribute \$500 or more, your name will appear on the team banner that will hang in Cooperstown during the tournament and in their facility afterwards.

If anyone would like to contribute to this request, it would be much appreciated. Many of these young men are from Lumberton, and it would be nice to have Lumberton City Council shown on the banner as they play in Cooperstown, NY.

This NSA (Norman Showcase Academy) Dodgers Team does have a 501c3 and can supply you with a W-9 if requested.

Staff Recommendation:

Approve the designation as indicated.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VI.O.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Council

Submission Date: 03/04/2026

Subject:

Request for Community Revitalization Funds – Memorial Program for Master Trooper Stien Davis

Summary/Background of Subject Matter:

Councilman Cantey respectfully requests approval of Community Revitalization Funds in support of the Memorial Program honoring Trooper Stien Davis, who was killed in the line of duty. Trooper Davis was memorialized on March 4, 2026, and a memorial program was held on March 1, 2026, to recognize his dedicated service and sacrifice to our community and state.

Funding is requested in the total amount of \$230.50, allocated as follows:

\$160.50 payable to Shackelford Signs for the production of a memorial banner; and

- \$70.00 reimbursement to Councilman Cantey for roses purchased for the Davis family in honor of the memorial program.\

These funds will assist in covering expenses associated with honoring Trooper Davis' life, service, and ultimate sacrifice. (Invoice and Receipt attached).

Staff Recommendation:

Approve the allocation of \$220.00 from Community Revitalization Funds for the Memorial Program for Trooper Stien Davis as outlined above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

1. CITY-INV-3-4-26 - Shackelford Signs

SHACKELFORD SIGN ART
1810 W. 5TH STREET
LUMBERTON, NC 28358
910-738-6116

997415

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 3-4-26	
NAME City of Lumberton					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
		MOOSE. RETD.		PAID OUT	
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1					
2	1 30" X 8' BANNER				150.00
3					
4	MEMORIAL WALK				
5	MASTER TROOPER STON DAVIS, JR.				
6					
7					
8					
9	Sales tax				10.50
10					
11	Total Due				\$160.50
12	Up - Receipt				
13					
14					
15					
16					
17					
18					
RECEIVED BY					

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

Lumberton City Council

Item: VI.P.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: City Council

Submission Date: 03/09/2026

Subject: Lumberton High School Soccer Team

Summary/Background of Subject Matter:

Councilman Carrol wishes to designate \$100 of CRF to the Lumberton High School soccer team. These funds will be used to purchase new equipment.

Staff Recommendation:

Approve the designation as indicated above.

City Manager's Comments:

Signature:

Department: City Council

ATTACHMENTS:

1. BP-70C45_20260309_072304
2. LHS-Soccer Fundraiser

Lumberton Senior High

Please enter the name of the student you are evaluating:

Student First Name _____

Alex

Gavaghan

Choose Your Sponsors



Hall of Fame



-Star Spo



Legacy Sports



Captain Spock

\$250

Championship Sponsor



\$100

All-State Sponsor



\$50

Contributor Sponsor

\$150

MVP Sponsorship



\$75

Season Supporter



\$35

Team Sponsor

Or enter a custom amount

Total: \$0.00

Continue to checkout



Fueled by Fundraising University

Help & Support

<https://orders.fundraisingu.net/Order/c5b755b1-d450-4e44-a3b7-7973de6cbdab>

Lumberton City Council

Item: VI.Q.

Lumberton, North Carolina



Request for Action

Meeting Date: March 9, 2026

Originated By: Public Works

Submission Date: 03/09/2026

Subject: Noir Street Cleaning Report

Summary/Background of Subject Matter:

A report on the cleaning of Noir Street prepared by The Wooten Company is presented to Council for their information. This report will be discussed at a later date.

Staff Recommendation:

No action needed.

City Manager's Comments:

Signature:

Department: Public Works

ATTACHMENTS:

1. 260116_CCTV_Report_Sealed (Noir St)

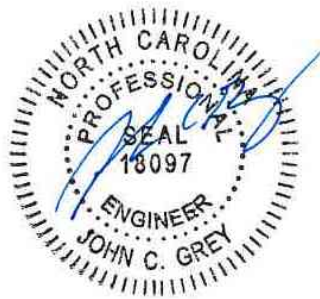
OUTFALL REPORT
NOIR ST. INTERCEPTOR CLEAN
AND TV INSPECTION

CITY OF LUMBERTON

ROBESON COUNTY, NORTH CAROLINA

TWC JOB NO. 2799-CY
DWI NO. AIA-W-ARP-0067

JANUARY 2026



01/16/2026

John C. Grey, PE

Wooten

119 Brookstown Avenue, Suite 100
Winston-Salem, NC 27101
336.722.5326
License Number: F-0115

TABLE OF CONTENTS

EXECUTIVE SUMMARY	3
1.0 Introduction.....	3
1.1 Wastewater Service Area	4
2.0 Condition Assessment.....	4
2.1 Gravity Line Assessment	4
1) Gravity Line Inspection Methodology	4
2) Gravity Line Inspection Results.....	5
3) Gravity Lines Extrapolated Results	5
3.0 Recommendations	6
4.0 Additional Recommendation	7
5.0 Conclusion.....	8

TABLES

Table 1	Summary of Defects.....	5
Table 2	Scoring Summary.....	6

LIST OF APPENDICES

Appendix A – Project Map

Appendix B – KRG CCTV Reports

Appendix C - Cost Opinion

Appendix D – Influent PS and EQ Basin Preliminary Layout

EXECUTIVE SUMMARY

This report is provided to present a summary of the data gathered through the process of cleaning and TV inspection of the gravity sewer interceptor line that is located along S. Elm St. and Noir St. in Lumberton, NC. Of the 6,930 LF of gravity sewer to be inspected, only 4,289 LF was able to be cleaned and inspected from MH 6 to MH 20. MH 1 to MH 6 were not inspected due to the project running out of money because of the heavy cleaning costs. The gravity sewer line had a significant amount of sediment that had to be removed. Much of this sediment was solidified, where even with heavy cleaning, it was resistant to removal leaving some crustations. This buildup of sediment reduces the effective area of the pipe reducing the flow capacity. The pipe was thought to be 36-inch and 42-inch diameter, but all the pipe investigated was 42-inch diameter. The lines were generally not in bad shape but the lines closer to the WWTP had some surface damage with exposed aggregate. Three of the segments have sags. One segment has roots at a tap. The connection from the City Public Works yard has significant infiltration near MH 9. MH 6 – MH 8A show signs of degradation and scored the highest for need of repairs.

To reduce the backing up of flow in the interceptor, which would reduce the amount of sediment build up, we recommend modifications at the influent lift station, lowering the normal water level to below the invert of the pipe. This new lift station would also allow the City to build an equalization basin to address the high storm inflow and normalize the flows for more consistent flow through the treatment system. The addition of the new lift station has an engineer's opinion of probable cost of \$2.93 million. The EQ tank could be either 2 million gallons (MG) with an engineer's opinion of probable cost of \$4.21 million, or 5 MG with an opinion of probably cost of \$7.08 million.

1.0 INTRODUCTION

The City of Lumberton's sewer system includes approximately 863,454 LF of gravity mains, 3,030 manholes, 49 sewer pump stations and serves approximately 7,900 residential customers utilizing the sewer system. The Lumberton, NC sewer system was initially installed in the 1930s, according to the City's website. Further upgrades and extensions have been completed since then, including treatment facilities built in the 1960s. The city has also invested in addressing issues like inflow and infiltration of rainwater into the system. This report will outline the findings of a CCTV inspection performed by KRG Utility, Inc. and makes recommendations for the City of Lumberton for rehabilitation of the inspected lines.

In January 2024, the City of Lumberton was approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of \$214,010 for an Asset

Inventory and Assessment (AIA) study. KRG Utility, Inc. won a bid to perform CCTV inspection on S. Elm St. and Noir St. for the price of \$150,220. The Project included approximately 6,930 LF of 36" and 42" sewer clean and TV inspection including bypass pumping efforts, as needed, to complete the cleaning and inspection. There was approximately 3,000 LF of the project that was thought to be 36" diameter, but this turned out to also include 42" diameter.

1.1 WASTEWATER SERVICE AREA

The City of Lumberton is in the Southeastern Coastal Plains region of North Carolina within Robeson County. The Lumberton wastewater system service area is located entirely within the Lumber River Basin. The topography is characterized as relatively flat with extensive low-lying areas like swamps, wetlands and the noted Lumber River floodplain. The sewer service area covers the city limits as well as areas to the east along the "South Outfall" and the "East Outfall". The sewer interceptor that was investigated as part of this project transports the majority of flow to the WWTP from the central and west side of Lumberton. The project map is provided in Appendix A.

2.0 CONDITION ASSESSMENT

The condition assessments of the gravity lines were completed by KRG Utility, Inc. The CCTV reports are provided in Appendix B and a condition summary is provided below in Table 1.

2.1 GRAVITY LINE ASSESSMENT

KRG Utility, Inc. conducted site visits to the City of Lumberton to complete an analysis of the Noir St. interceptor. The first visit was on January 30, 2025, and the final day was on May 19, 2025. A total of 6,930 LF of lines were initially included for inspection, but due to heavy sediment buildup in the line that required excessive cleaning efforts, the total footage of lines inspected was less than anticipated. As a result, KRG completed an asset characterization of 4,289.3 LF of the Noir St. Interceptor.

1) Gravity Line Inspection Methodology

KRG Utility, Inc. uses the CUES, Inc. sewer inspection camera for CCTV inspections. The camera is capable of inspecting up to 42-inch pipelines, collects data, and integrates with ITpipes™ software, which is capable of generating NASSCO-compliant reports.

Defects were categorized according to (1) Structural Condition and (2) Operation and Maintenance (O&M) Condition. Pipe reach conditions were ranked as shown in Table 2 below. The Structural Condition score represents the overall condition of the pipe as it

relates to estimated remaining life. Potential structural defects include joint defects, breaks, fractures, cracks, holes, surface spalling, and sags in the pipe. The operation and maintenance condition typically includes defects that interfere with proper operation, such as root intrusion, debris accumulation and infiltration which can lead to additional costs and time commitments for operations staff.

2) Gravity Line Inspection Results

The analysis of the sewer lines revealed that of the 15 sanitary sewer segments inspected, 25% of the segments were in good condition, 50% were in fair condition, and 25% were in poor condition. The defects are listed in the summary below in Table 1. Sources of inflow and infiltration (I&I) were found and catalogued in KRGs report mainly where the Public Works line connects to the Noir St. Outfall. The poorest-condition sections were between MH 6, MH 7 and MH 8A. These segments included exposed aggregate, infiltration, joint offset and solids deposits that could not be removed by heavy cleaning. The scoring matrix is shown in Table 2 below.

Table 1 – Summary of Defects

Upstream MH	Downstream MH	LF Inspected	Pipe Size (Inches)	Defects
20	19	398.6	42	Sag in pipe (279LF)
19	18	373.5	42	Roots in pipe (309.3LF)
18	17	274.7	42	
17	16	206.6	42	Sag in pipe (29.6LF)
				Sag in pipe (172.9LF)
16	15	281.1	42	Standing water in MH 16 (0LF)
15	14	13.9	42	
14	13	330.3	42	Obstruction wedged in the joint of 2 pipes (240LF)
				Infiltration Dripper (260.2LF)
13	12	345.7	42	
12	11	400.5	42	Sag in pipe (227LF)
11	10	273.2	42	
10	9	80	42	Line from city yard introducing a lot of water. Some water flowing in reverse (78.2LF)
9	8	336	42	Misc. water mark (10.1LF)
				Sediment deposits and encrustation (36.7LF)
				Low flow due to debris in lower line (69.3LF) CLEANING REQUIRED
				Surface damage aggregate visible (336LF)
				Surface damage aggregate visible (85.9LF)
8	8A	257.5	42	
8A	7	362.9	42	Surface damage aggregate visible (45.6LF)
				Infiltration runner (134.1LF)
				Infiltration dripper (299.9LF)
				Surface damage aggregate visible (362.9LF)
7	6	354.8	42	Surface damage aggregate visible (26.4LF)
				Joint offset large (159.1LF)
				Deposits settled and compacted (333.8LF)
				Surface damage aggregate visible (354.8LF)

Table 2 – Summary of Condition Scoring

US MH	DS MH	Overall Rating	Quick Rating	CCTV?	Covered Length
20	19	2	2100	Y	398.6
19	18	2	0000	Y	373.5
18	17	0	0000	Y	274.7
17	16	58	2D00	Y	206.6
16	15	0	0000	Y	281.1
15	14	0	0000	Y	13.9
14	13	5	0000	Y	330.3
13	12	0	0000	Y	345.7
12	11	0	0000	Y	400.5
11	10	2	2100	Y	273.2
10	9	0	0000	Y	80
9	8	102	2100	Y	336
8	8A	100	2100	Y	257.5
8A	7	133	2K00	Y	362.9
7	6	141	412L	Y	354.8

	= Minor Defects
	= Minor to Moderate Defects
	= Moderate Defects
	= Significant Defects
A	= Most Significant Defects

3.0 Recommendations

Based on the results of the CCTV inspection, The Wooten Company has the following recommendations for the City of Lumberton:

- Clean the rest of the Outfall from MH 6 to the WWTP. This will provide maximum capacity for the Outfall reducing the likelihood of upstream overflows. (See below discussion of additional recommendation in cleaning the interceptor).
- Create an annual cleaning schedule for the Noir St. Interceptor. This will require less heavy cleaning as the sediment will not be settled for as long and can be more easily removed.
- The obstruction wedged in the pipe joint found between MH 14 and MH 13 of this project should be replaced.
- Any factory taps along the project area that are not being utilized should be grout filled to decrease the amount of I&I that is allowed into the Interceptor line.
- The connection of the Public Works line should be sealed with grout around the connection to remove that infiltration.

- The joint separation 159 feet from MH 7 towards MH 6 should be exposed and filled around with grout to stabilize the joint and prevent infiltration.

The Cost Opinion for the improvements and repairs is approximately \$660,000 and is further broken down in Appendix C.

The City will need to plan to rehabilitate the sewer line sometime in the future, especially the lower sections of the Outfall as those are the lines that are showing more degradation. This project should be included in the City's Capital Improvements Plan for a 5 – 10 year project. We would anticipate the cost for this would be at least \$1.5 million, so the City should be making plans for this work.

4.0 Additional Recommendation for cleaning the interceptor.

One of the challenges in cleaning the line is that the flow backs up from the influent lift station so solids settle out in the line. This is caused by the invert of the pipe is the bottom of the influent screw lift station. As the screws turn to pull flow up, the water level builds up several inches above the bottom of the station. This level of the water causes the flow to back up in the interceptor, slowing the flow to below 2 fps allowing solids to settle out of the flow.

A new lift station needs to be built with a lower bottom to allow the flow to continue out of the interceptor into the lift station keeping the velocity up and the solids suspended in the flow. The existing invert is shown on as-built drawings at elevation 97.5. Ground in the area of the existing influent lift station is around elevation 125. With this depth, a submersible lift station would be most effective in pumping the flow into the treatment train. The submersible pumps will need to be submerged, or self-cooling motors. The bottom of the wet well should be set around elevation 91. The new influent lift station would only receive the flow from the Noir St. Interceptor so will not need to pump the full capacity of the treatment facility. An initial estimate of 5 million gallons per day (MGD) for the rated capacity of the proposed lift station is based on the 2023 Local Water Supply Plan and assuming the Pines Lift Station and Harrell Rd. Lift Station will still pump to the screw lift station.

By adding a new influent lift station for flow from the Noir St. Interceptor, two pumps could be installed to handle peak I/I flows and pump to an equalization tank. This flow would be stored until the normal influent flows are achieved again. At that time the flow from the equalization tank could be released for treatment. This would provide a more even flow level through the treatment facility which will provide more consistent treatment.

Additional study should be completed to provide final recommendations on the size of the influent lift station and the equalization tank. To provide some rough budgeting numbers, this report assumes a 5 MGD lift station and a 5 MG EQ tank. We also are providing a rough

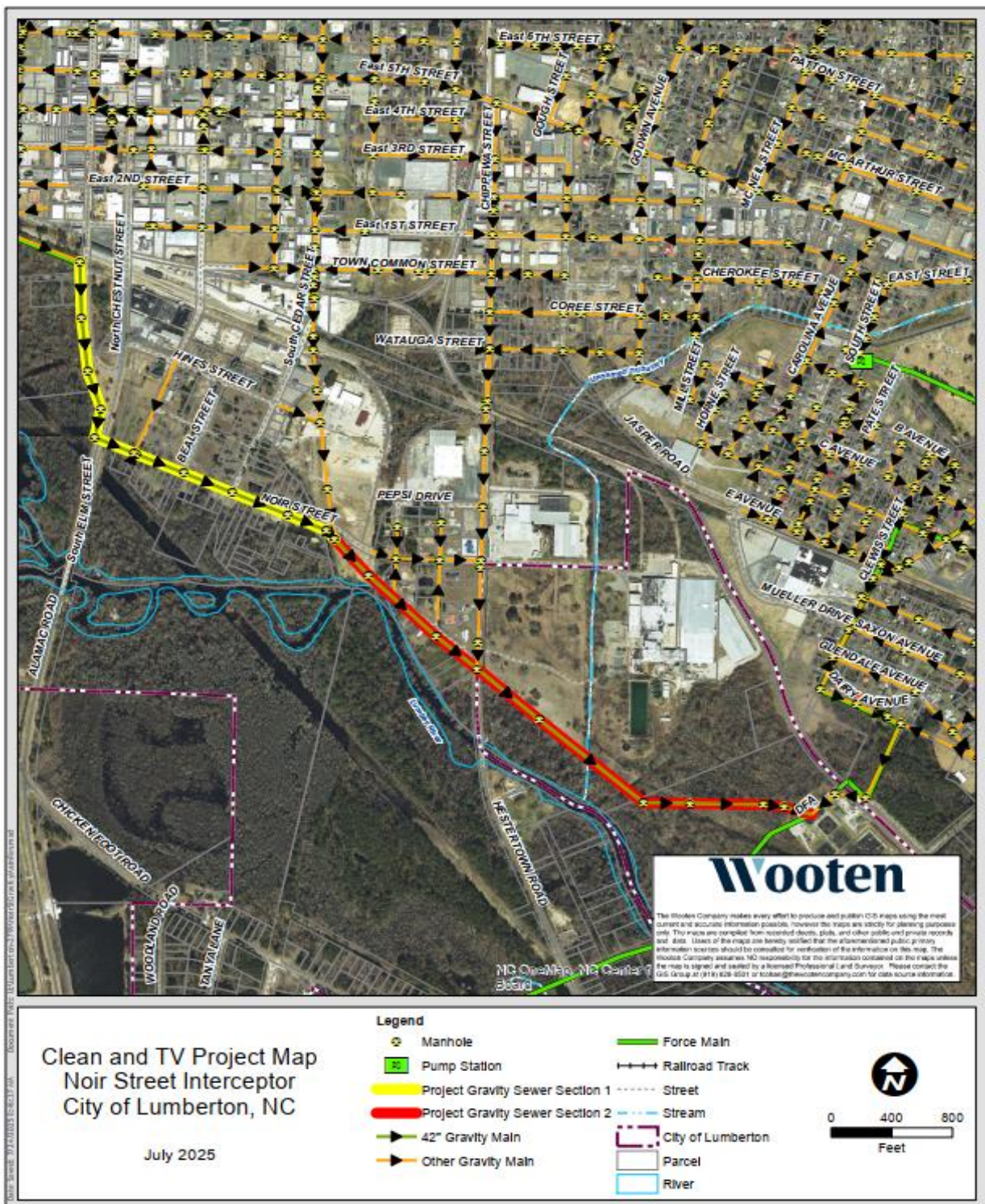
cost opinion for a 2 MG tank for consideration. The budgetary opinion of possible project cost for the lift station is \$2.93 million and for the 5 MG EQ tank is \$7.08 million. A 2 MG EQ tank has a budgetary opinion of possible project cost of \$4.21 million.

5.0 Conclusion

The City of Lumberton should plan to complete the cleaning of the Noir St. Outfall to the influent lift station and incorporate more routine maintenance of the whole Outfall, as it is a critical part of the sewer system and needs to operate at maximum flow capacity. The City has a desire to replace and/or modify the influent lift station and with those improvements in place, flushing the line should be less of a problem for operation of the system. The other improvements listed in this report would reduce infiltration in the system and assure pipe integrity. The lower sections of the Outfall should be rehabilitated in the next 5 to 10 years to prevent emergency repairs on this major part of the City's infrastructure.

The Wooten Company appreciates the support the City of Lumberton provided in the process of this analysis of the Noir St. Outfall. This project certainly could not have been completed without the constant support and assistance provided by City staff. We also appreciate the opportunity to provide this report to the City and would be willing to assist the City in submitting for possible funding for the noted projects. Please contact us if you have questions or comments on this report.

Appendix A- Project Map



Appendix B – KRG Reports



Project Summary

Project Name:		CITY_OF_LUMBERTON_SEWERS_TV7_1_30_25						
Pipe Segment Reference	Upstream MH	Downstream MH	Date	Street	Material	Height	Total	Inspected
MH_20_MH_19	MH_20	MH_19	01/30/2025	S ELM ST	Concrete Pipe (non-reinforced)	42		398.6
MH_19_MH_18	MH_19	MH_18	02/04/2025	S ELM ST	Concrete Pipe (non-reinforced)	42		373.5
MH_18_MH_17	MH_18	MH_17	02/05/2025	S ELM ST	Concrete Pipe (non-reinforced)	42		274.7
MH_17_MH_16	MH_17	MH_16	02/12/2025	S ELM ST	Concrete Pipe (non-reinforced)	42		206.6
MH_16_MH_15	MH_16	MH_15	02/13/2025	NOIR ST	Concrete Pipe (non-reinforced)	42		281.1
MH_15_MH_14	MH_15	MH_14	02/13/2025	NOIR ST	Concrete Pipe (non-reinforced)	42		13.9
MH_14_MH_13	MH_14	MH_13	02/25/2025	NOIR ST	Concrete Pipe (non-reinforced)	42		330.3
MH_13_MH_12	MH_13	MH_12	02/27/2025	NOIR ST	Concrete Pipe (non-reinforced)	42		345.7
MH_12_MH_11	MH_12	MH_11	03/03/2025	NOIR ST	Concrete Pipe (non-reinforced)	42		400.5
MH_11_MH_10	MH_11	MH_10	03/04/2025	NOIR ST	Concrete Pipe (non-reinforced)	42		273.2

Diameter: 42

Total Length:

Inspected Ln: 2898.1

Project Total Length: 0

Project Inspected Ln: 2898.1

*Indicates required field

CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2



Defect Listing Plot With Images

Pipe Segment Reference	City*	Street*	Material*		Location Code	Pipe Use
MH_20_MH_19	LUMBERTON	S ELM ST	Concrete Pipe (non-reinforced)			Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*		Location Details	
MH_20			Circular			
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint	
MH_19	398.6		42			

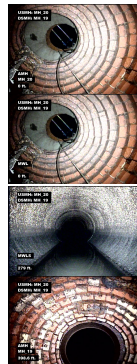
SPR	MPR	PO Number		Customer	
2	0				
SPRI	MPRI	Work Order Number		Purpose	
2	0			Routine Assessment	
QSR	QMR				
2100	0000				
OPR	Surveyed By*	Direction*	Date*	Media label	
2	Tanner Davis	Downstream	1/30/2025 6:45:24 PM		
OPRI	Certificate Number*	Pre-Cleaning	Time	Weather	
2	P0034778-112021	Light Cleaning	1/30/2025 6:45:59 PM	Dry Weather/Wet	
Date Cleaned			End Time	Additional Info	
1/30/2025 12:00:00 AM			1/30/2025 6:57:23 PM		

0 ft Access Point Manhole

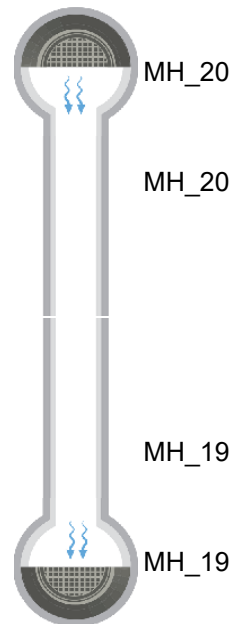
0 ft Miscellaneous Water Level

279 ft Miscellaneous Water Level Sag

398.6 ft Access Point Manhole



2

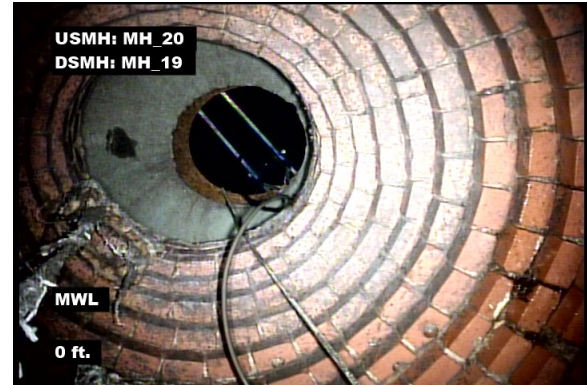
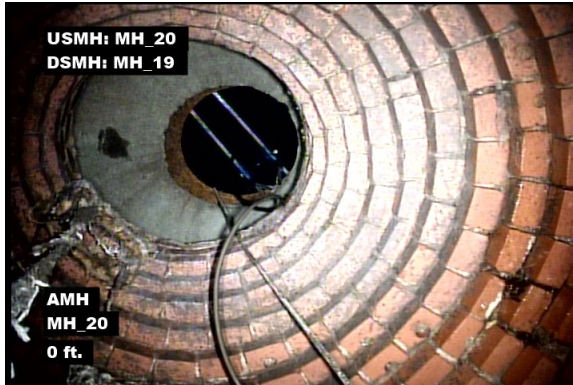


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CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

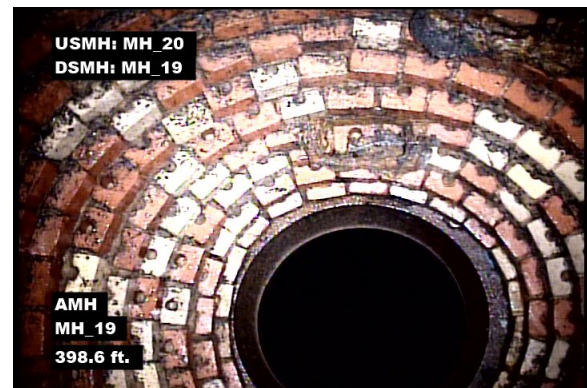
Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_20_MH_19	LUMBERTON	S ELM ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_20			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_19	398.6		42		



Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_20	

0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	279 ft	Grade:	2
Conditions:	Miscellaneous Water Level Sag		
Remarks:			

398.6 ft	398.6 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_19	

*Indicates required field



Defect Listing Plot With Images

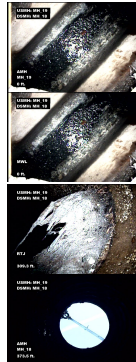
Pipe Segment Reference MH_19_MH_18	City* LUMBERTON	Street* S ELM ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_19	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_18	Length surveyed 373.5	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 0	MPR 2	PO Number		Customer		
SPRI 0	MPRI 2	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 2100					
OPR 2	Surveyed By* Tanner Davis	Direction* Downstream	Date* 2/4/2025 11:11:14 AM		Media label	
OPRI 2	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 2/4/2025 2:45:45 PM		Weather Dry Weather/Wet	
Date Cleaned 2/4/2025 12:00:00 AM			End Time 2/4/2025 4:42:46 PM		Additional Info	

0 ft Access Point Manhole

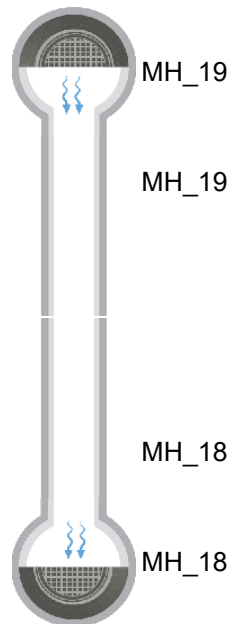
0 ft Miscellaneous Water Level

309.3 ft Roots Tap Joint

373.5 ft Access Point Manhole



2

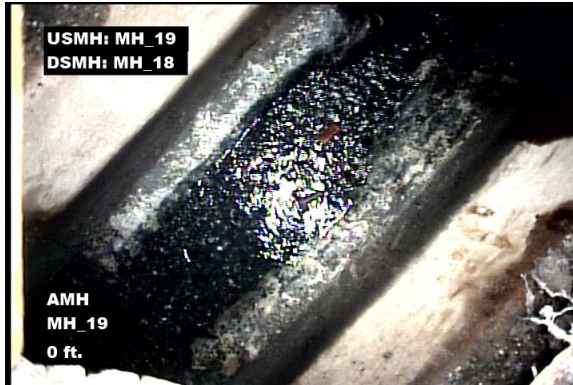


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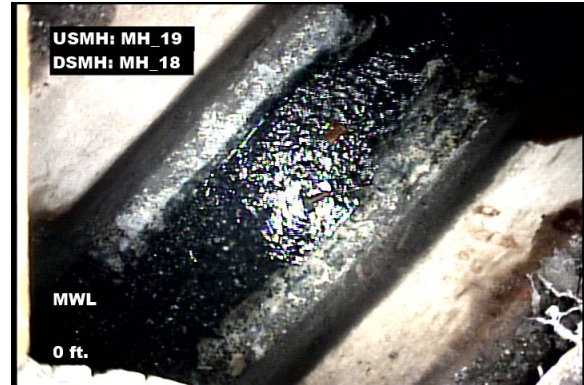
CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

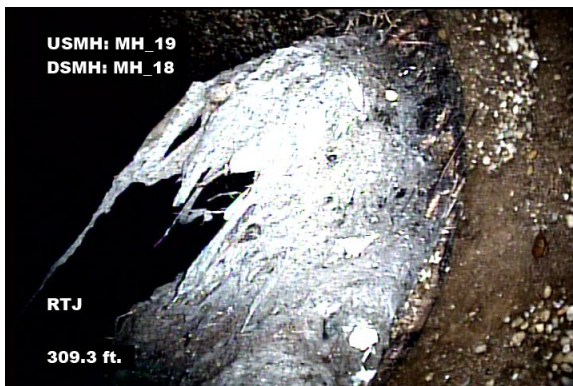
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_19_MH_18	LUMBERTON	S ELM ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_19			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_18	373.5		42		



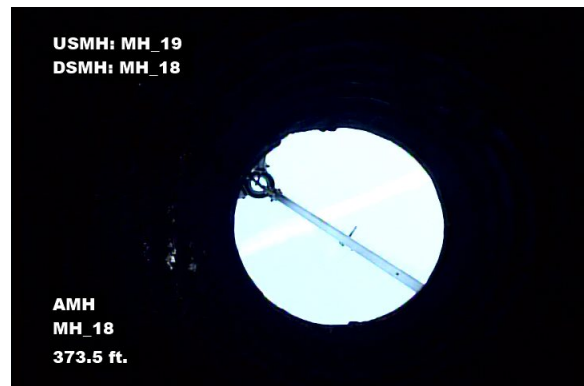
Distance:	0 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_19		



0 ft	0 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



Distance:	309.3 ft	Grade:	2
Conditions:	Roots Tap Joint		
Remarks:			



373.5 ft	373.5 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_18		

*Indicates required field



Defect Listing Plot With Images

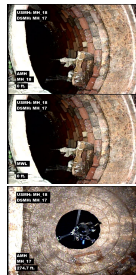
Pipe Segment Reference MH_18_MH_17	City* LUMBERTON	Street* S ELM ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_18	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_17	Length surveyed 274.7	Year Renewed	Height* 42	Width*	Pipe Joint	

SPR 0	MPR 0	PO Number		Customer		
SPRI 0	MPRI 0	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 0000					
OPR 0	Surveyed By* Tanner Davis	Direction* Downstream	Date* 2/5/2025 4:30:52 PM		Media label	
OPRI 0	Certificate Number* P0034778-112021	Pre-Cleaning Light Cleaning	Time 2/5/2025 4:37:11 PM		Weather Dry Weather/Wet	
Date Cleaned 2/5/2025 12:00:00 AM			End Time 2/5/2025 7:13:52 PM		Additional Info	

0 ft Access Point Manhole

0 ft Miscellaneous Water Level

274.7 ft Access Point Manhole



*Indicates required field

CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

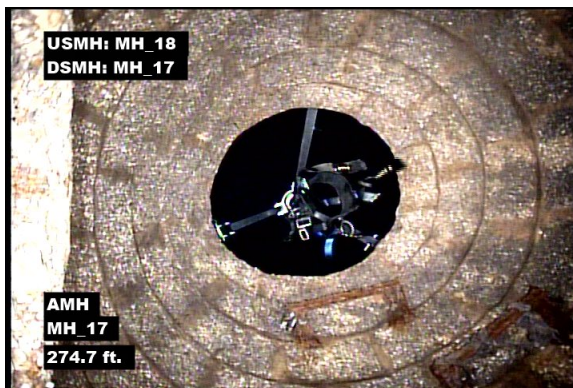
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_18_MH_17	LUMBERTON	S ELM ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_18			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_17	274.7		42		



Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_18	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	274.7 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_17	

*Indicates required field

Defect Listing Plot With Images

Pipe Segment Reference MH_17_MH_16		City* LUMBERTON	Street* S ELM ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_17		Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_16		Length surveyed 206.6	Year Renewed	Height* 42	Width*	Pipe Joint	

SPR	58	MPR	0	PO Number		Customer	
SPRI	2	MPRI	0	Work Order Number		Purpose	
QSR	2D00	QMR	0000			Routine Assessment	
OPR	58	Surveyed By* Tanner Davis		Direction* Downstream	Date* 2/12/2025 1:57:55 PM	Media label	
OPRI	2	Certificate Number* P0034778-112021		Pre-Cleaning Heavy Cleaning	Time 2/12/2025 2:02:17 PM	Weather Light Rain	
Date Cleaned 2/12/2025 12:00:00 AM					End Time 2/12/2025 3:01:34 PM	Additional Info	

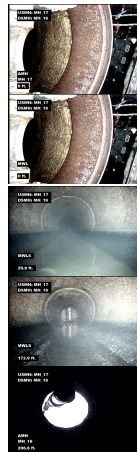
0 ft Access Point Manhole

0 ft Miscellaneous Water Level

29.6 ft Miscellaneous Water Level Sag

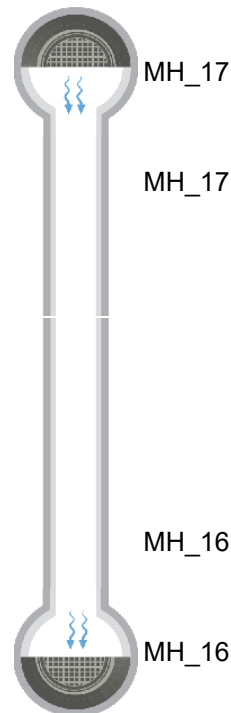
172.9 ft Miscellaneous Water Level Sag

206.6 ft Access Point Manhole



2

2

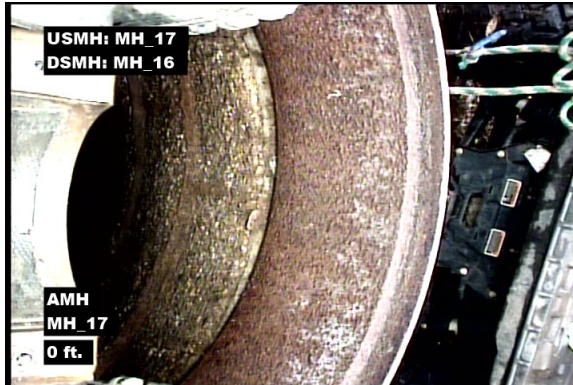


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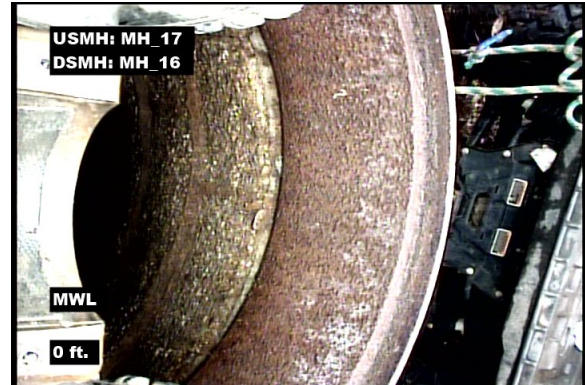
CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_17_MH_16	LUMBERTON	S ELM ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_17			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_16	206.6		42		



Distance:	0 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_17		



0 ft	0 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



Distance:	29.6 ft	Grade:	2
Conditions:	Miscellaneous Water Level Sag		
Remarks:			



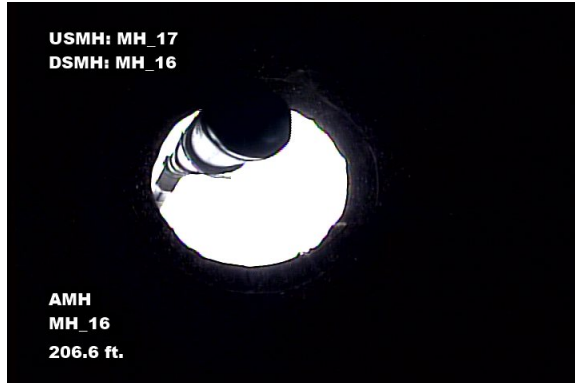
172.9 ft	172.9 ft	Grade:	2
Conditions:	Miscellaneous Water Level Sag		
Remarks:			

*Indicates required field



Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_17_MH_16	LUMBERTON	S ELM ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_17			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_16	206.6		42		



Distance:	206.6 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_16		

*Indicates required field

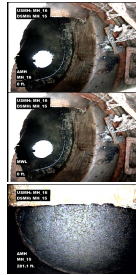
Defect Listing Plot With Images

Pipe Segment Reference MH_16_MH_15	City* LUMBERTON	Street* NOIR ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_16	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_15	Length surveyed 281.1	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 0	MPR 0	PO Number		Customer		
SPRI 0	MPRI 0	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 0000					
OPR 0	Surveyed By* Tanner Davis	Direction* Downstream	Date* 2/13/2025 2:35:15 PM		Media label	
OPRI 0	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 2/13/2025 2:40:28 PM		Weather Light Rain	
Date Cleaned 2/13/2025 12:00:00 AM			End Time 2/13/2025 3:13:06 PM		Additional Info	

0 ft Access Point Manhole

0 ft Miscellaneous Water Level

281.1 ft Access Point Manhole



*Indicates required field

CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

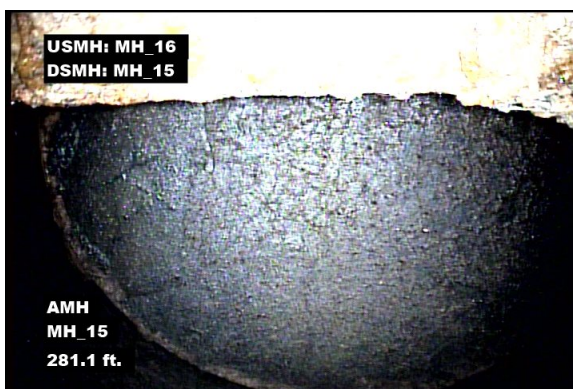
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_16_MH_15	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_16			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_15	281.1		42		



Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_16	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	281.1 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_15	

*Indicates required field

CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Defect Listing Plot With Images

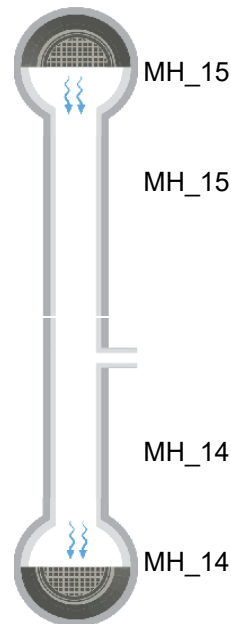
Pipe Segment Reference MH_15_MH_14	City* LUMBERTON	Street* NOIR ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_15	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_14	Length surveyed 13.9	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 0	MPR 0	PO Number		Customer		
SPRI 0	MPRI 0	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 0000					
OPR 0	Surveyed By* Tanner Davis	Direction* Downstream	Date* 2/13/2025 3:14:20 PM		Media label	
OPRI 0	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 2/13/2025 3:25:00 PM		Weather Light Rain	
Date Cleaned 2/13/2025 12:00:00 AM			End Time 2/13/2025 3:26:54 PM		Additional Info	

0 ft Access Point Manhole

0 ft Miscellaneous Water Level

11.9 ft Tap Factory Activity

13.9 ft Access Point Manhole

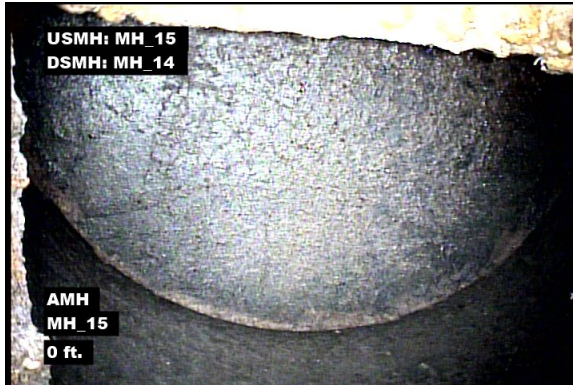


*Indicates required field

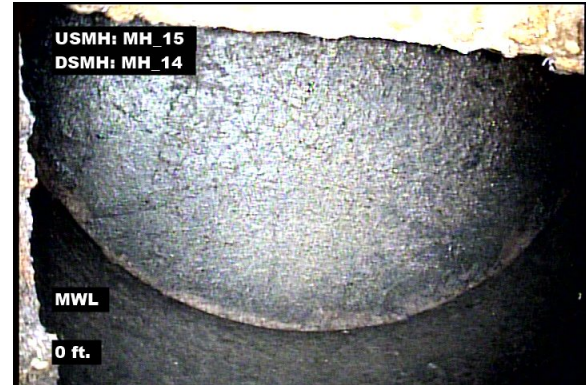
CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

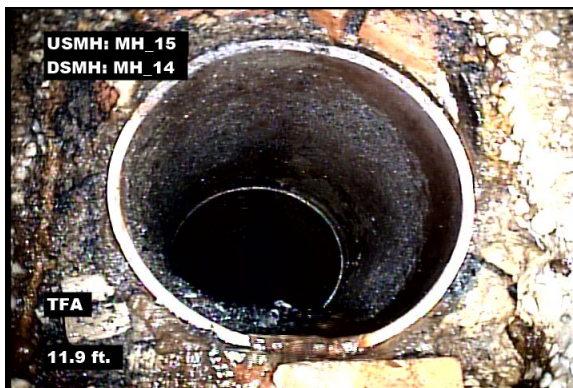
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_15_MH_14	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_15			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_14	13.9		42		



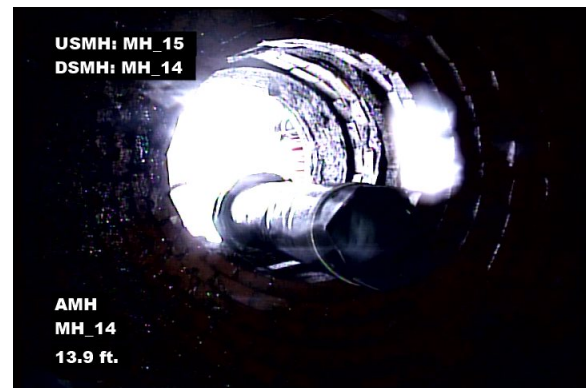
Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_15	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	11.9 ft	Grade:
Conditions:	Tap Factory Activity	
Remarks:		



13.9 ft	13.9 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_14	

*Indicates required field

Defect Listing Plot With Images

Pipe Segment Reference MH_14_MH_13	City* LUMBERTON	Street* NOIR ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_14	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_13	Length surveyed 330.3	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 0	MPR 5	PO Number		Customer		
SPRI 0	MPRI 2.5	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 3121					
OPR 5	Surveyed By* Tanner Davis	Direction* Upstream	Date* 2/25/2025 4:24:34 PM		Media label	
OPRI 2.5	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 2/25/2025 4:26:55 PM		Weather Dry Weather/Wet	
Date Cleaned 2/25/2025 12:00:00 AM			End Time 2/25/2025 6:27:20 PM		Additional Info	

0 ft Access Point Manhole

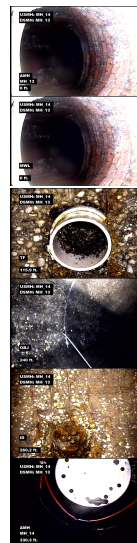
0 ft Miscellaneous Water Level

115.9 ft Tap Factory Made

240 ft Obstruction Wedged In The Joint

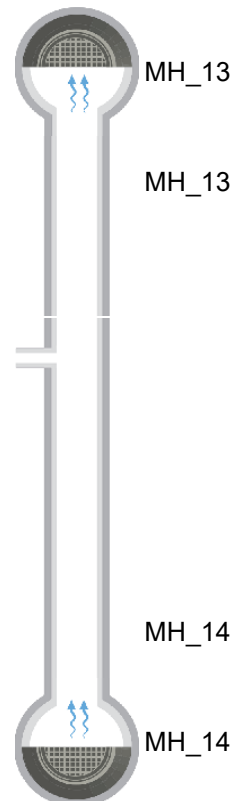
260.2 ft Infiltration Dripper

330.3 ft Access Point Manhole



2

3

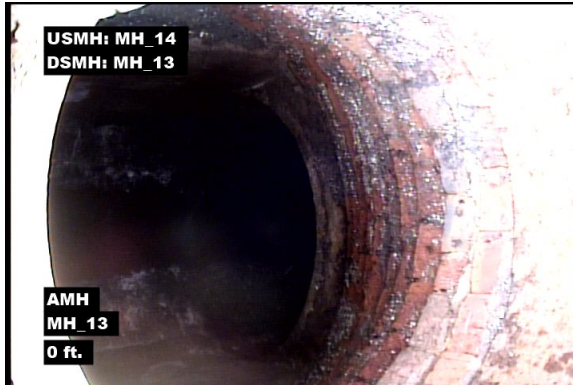


*Indicates required field

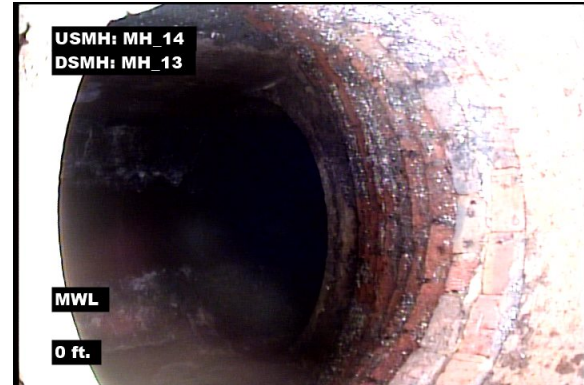
CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

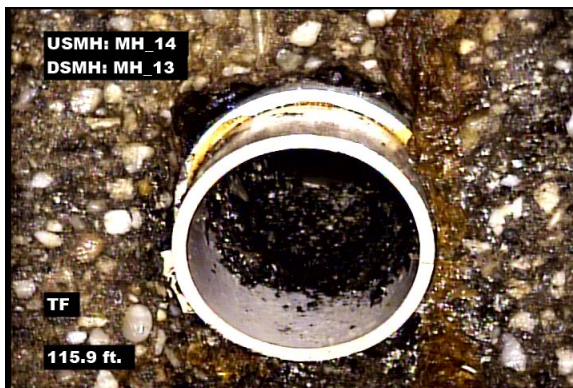
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_14_MH_13	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_14			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_13	330.3		42		



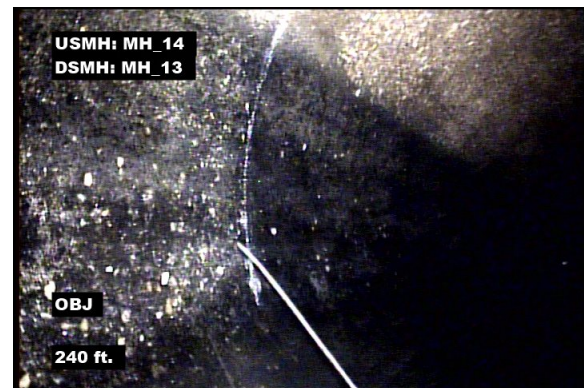
Distance:	0 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_13		



0 ft	0 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



Distance:	115.9 ft	Grade:	
Conditions:	Tap Factory Made		
Remarks:			

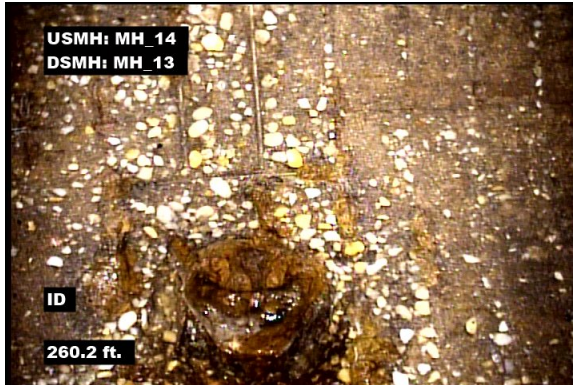


240 ft	240 ft	Grade:	2
Conditions:	Obstruction Wedged In The Joint		
Remarks:			

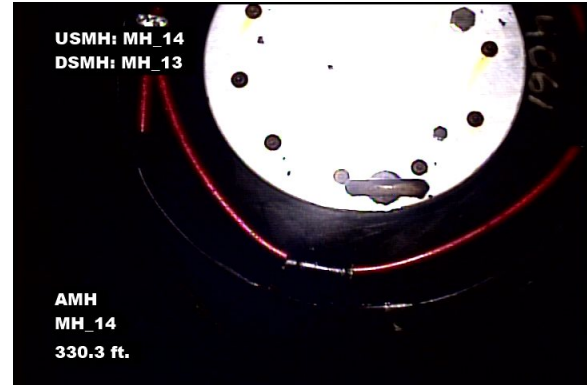
*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_14_MH_13	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_14			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_13	330.3		42		



Distance:	260.2 ft	Grade:	3
Conditions:	Infiltration Dripper		
Remarks:			



330.3 ft	330.3 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_14		

*Indicates required field



Defect Listing Plot With Images

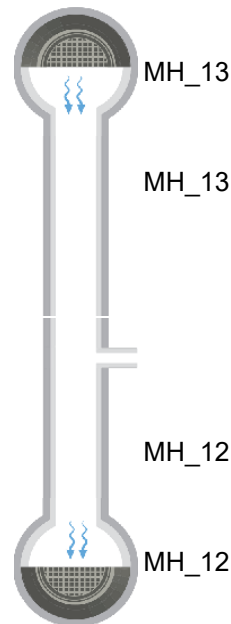
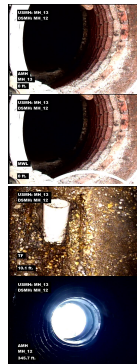
Pipe Segment Reference MH_13_MH_12	City* LUMBERTON	Street* NOIR ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_13	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_12	Length surveyed 345.7	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 0	MPR 0	PO Number		Customer		
SPRI 0	MPRI 0	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 0000					
OPR 0	Surveyed By* Tanner Davis	Direction* Downstream	Date* 2/27/2025 8:17:13 AM		Media label	
OPRI 0	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 2/27/2025 8:23:14 AM		Weather Dry Weather/Wet	
Date Cleaned 2/27/2025 12:00:00 AM			End Time 2/27/2025 10:27:26 AM		Additional Info	

0 ft Access Point Manhole

0 ft Miscellaneous Water Level

10.1 ft Tap Factory Made

345.7 ft Access Point Manhole

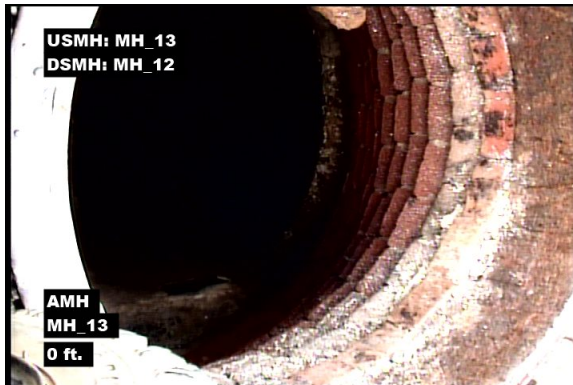


*Indicates required field

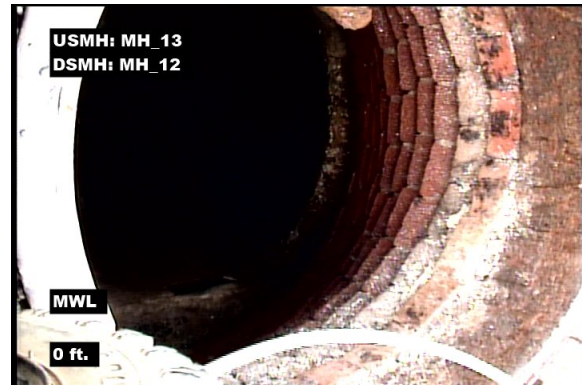
CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_13_MH_12	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_13			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_12	345.7		42		



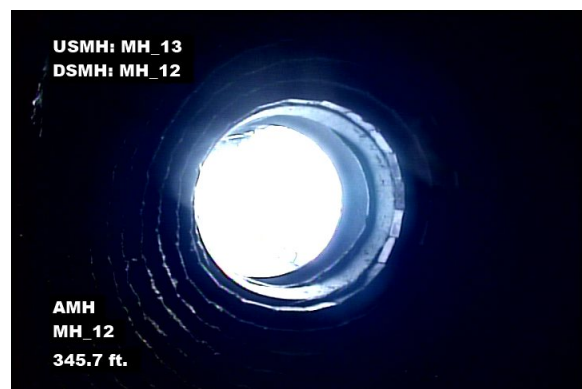
Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_13	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	10.1 ft	Grade:
Conditions:	Tap Factory Made	
Remarks:		



345.7 ft	345.7 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_12	

*Indicates required field

Defect Listing Plot With Images

Pipe Segment Reference MH_12_MH_11	City* LUMBERTON	Street* NOIR ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_12	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_11	Length surveyed 400.5	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 0	MPR 0	PO Number		Customer		
SPRI 0	MPRI 0	Work Order Number		Purpose Routine Assessment		
QSR 0000	QMR 0000					
OPR 0	Surveyed By* Tanner Davis	Direction* Downstream	Date* 3/3/2025 3:20:13 PM		Media label	
OPRI 0	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 3/3/2025 3:29:36 PM		Weather Dry Weather/Wet	
Date Cleaned 3/3/2025 12:00:00 AM			End Time 3/3/2025 6:31:39 PM		Additional Info	

0 ft Access Point Manhole

0 ft Miscellaneous Water Level

188.8 ft Tap Factory Activity

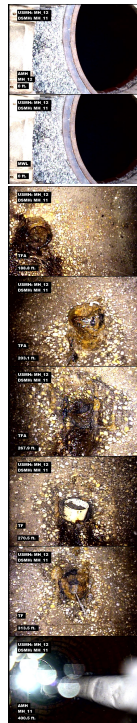
203.1 ft Tap Factory Activity

267.9 ft Tap Factory Activity

270.5 ft Tap Factory Made

313.5 ft Tap Factory Made

400.5 ft Access Point Manhole

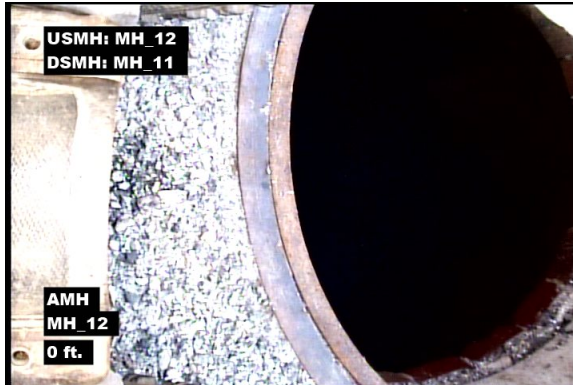


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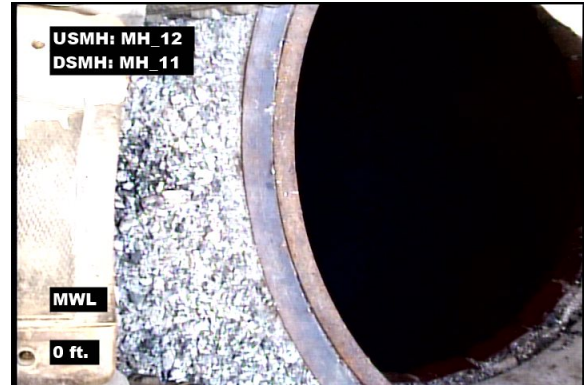
CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

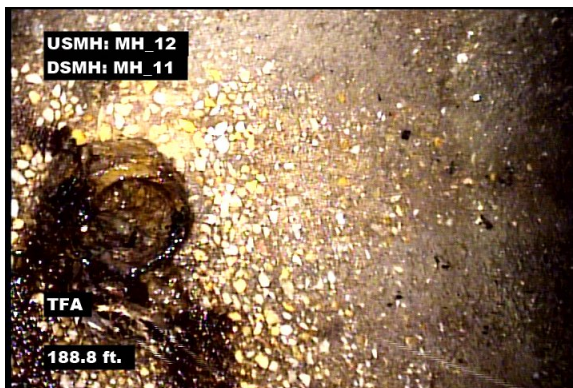
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_12_MH_11	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_12			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_11	400.5		42		



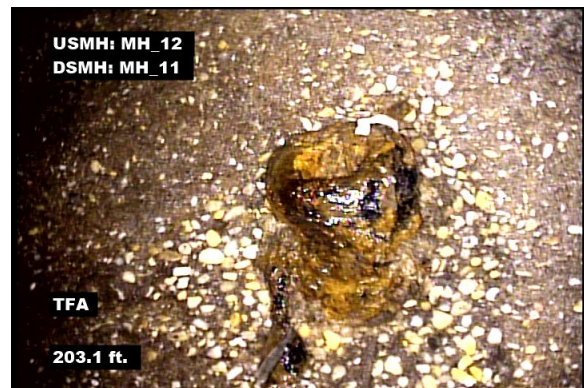
Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_12	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	188.8 ft	Grade:
Conditions:	Tap Factory Activity	
Remarks:		

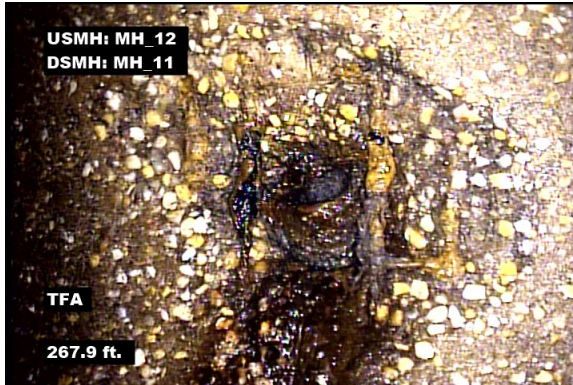


203.1 ft	203.1 ft	Grade:
Conditions:	Tap Factory Activity	
Remarks:		

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_12_MH_11	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_12			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_11	400.5		42		



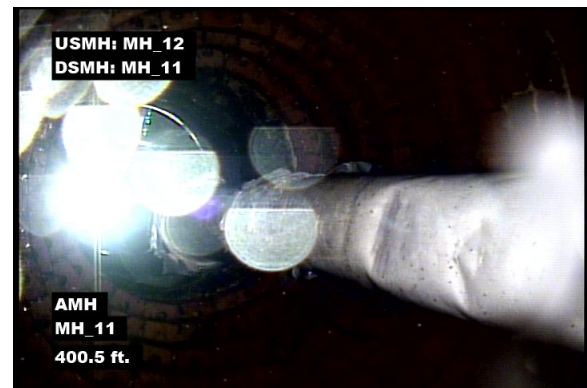
Distance:	267.9 ft	Grade:
Conditions:	Tap Factory Activity	
Remarks:		



270.5 ft	270.5 ft	Grade:
Conditions:	Tap Factory Made	
Remarks:		



Distance:	313.5 ft	Grade:
Conditions:	Tap Factory Made	
Remarks:		



400.5 ft	400.5 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH_11	

*Indicates required field

Defect Listing Plot With Images

Pipe Segment Reference MH_11_MH_10	City* LUMBERTON	Street* NOIR ST	Material* Concrete Pipe (non-reinforced)		Location Code	Pipe Use Sanitary Sewage
Upstream MH* MH_11	Total Length	Year Constructed	Shape* Circular		Location Details	
Downstream MH* MH_10	Length surveyed 273.2	Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 2	MPR 0	PO Number		Customer		
SPRI 2	MPRI 0	Work Order Number		Purpose Routine Assessment		
QSR 2100	QMR 0000					
OPR 2	Surveyed By* Tanner Davis	Direction* Downstream	Date* 3/4/2025 5:38:56 PM		Media label	
OPRI 2	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 3/4/2025 5:41:34 PM		Weather Dry Weather/Wet	
Date Cleaned 3/4/2025 12:00:00 AM			End Time 3/4/2025 11:07:01 PM		Additional Info	

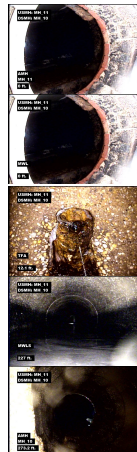
0 ft Access Point Manhole

0 ft Miscellaneous Water Level

12.1 ft Tap Factory Activity

227 ft Miscellaneous Water Level Sag

273.2 ft Access Point Manhole



2



*Indicates required field

CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_11_MH_10	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_11			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_10	273.2		42		



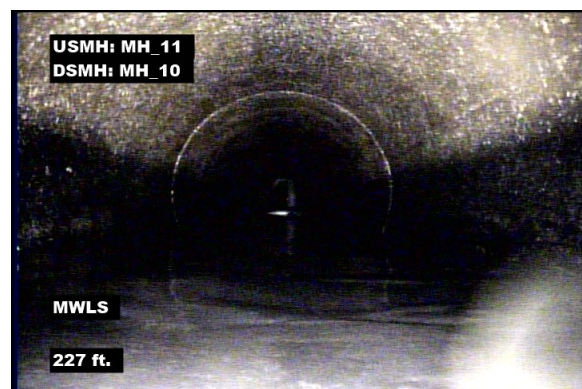
Distance:	0 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_11		



0 ft	0 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



Distance:	12.1 ft	Grade:	
Conditions:	Tap Factory Activity		
Remarks:			

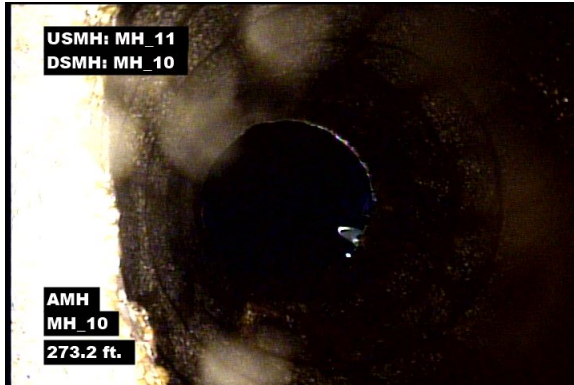


227 ft	227 ft	Grade:	2
Conditions:	Miscellaneous Water Level Sag		
Remarks:			

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH_11_MH_10	LUMBERTON	NOIR ST	Concrete Pipe (non-reinforced)		Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH_11			Circular		
Downstream MH*	Length surveyed	Year Renewed	Height*	Width*	Pipe Joint
MH_10	273.2		42		



Distance:	273.2 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH_10		

*Indicates required field

CITY_OF_LUMBERTON_SEWERS_TV7_1_30_2



Project Summary

Project Name:		C:\IT Projects\LUMBERTON_SEWER_TV10_4_9_25\LUMBERTON_SEWER_TV10_4_9_25.db						
Pipe Segment Reference	Upstream MH	Downstream MH	Date	Street	Material	Height	Total	Inspected
MH10_MH9	MH10	MH9	04/14/2025	NOIR ST	Reinforced Concrete Pipe	42		80
MH9_MH8	MH9	MH8	04/15/2025	NOIR ST	Reinforced Concrete Pipe	42		336

Diameter: 42**Total Length:****Inspected Ln:** 416**Project Total Length:** 0**Project Inspected Ln:** 416

*Indicates required field

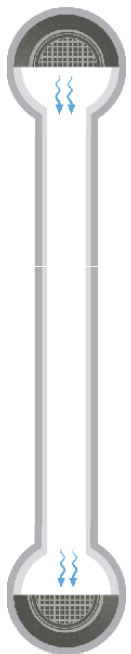


Defect Listing Plot Left

Pipe Segment Reference MH10_MH9	City* LUMBERTON	Street* NOIR ST	Material* Reinforced Concrete Pipe	Location Code Easement/Right of	Pipe Use Sanitary Sewage
Upstream MH* MH10	Total Length	Year Constructed	Shape* Circular	Location Details	
Length surveyed 80		Year Renewed	Height* 42	Width*	Pipe Joint
SPR 0	MPR 0	PO Number		Customer	
SPRI 0	MPRI 0	Work Order Number		Purpose	
QSR 0000	QMR 0000				
OPR 0	Surveyed By* Tanner Davis	Direction* Downstream	Date* 4/14/2025 1:25:31 PM	Media label	
OPRI 0	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 4/14/2025 1:31:05 PM	Weather Dry - No	
Date Cleaned			End Time 4/14/2025 1:44:19 PM	Additional Info	

MH10

Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:



0 ft	Access Point Manhole						
	MH10						
0 ft	Miscellaneous Water Level				15		
78.2 ft	Miscellaneous General Observation						
	SIDE LINE FROM CITY YARD INTRODUCING A LOT OF WATER						
78.2 ft	Miscellaneous General Observation						
	TOO MUCH FLOW FROM SIDE LINE, SOME WATER FLOWING REVERSE						
80 ft	Access Point Manhole						
	MH9						

MH9

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH10_MH9	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH10			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
80			42		



Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH10	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	78.2 ft	Grade:
Conditions:	Miscellaneous General Observation	
Remarks:	SIDE LINE FROM CITY YARD INTRODUCING A LOT OF WATER	



78.2 ft	78.2 ft	Grade:
Conditions:	Miscellaneous General Observation	
Remarks:	TOO MUCH FLOW FROM SIDE LINE, SOME WATER FLOWING REVERSE	

*Indicates required field



Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH10_MH9	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH10			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
80			42		



Distance:	80 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH9	

*Indicates required field

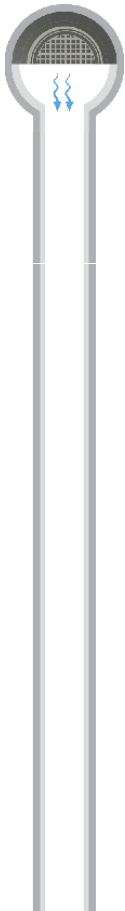


Defect Listing Plot Left

Pipe Segment Reference MH9_MH8	City* LUMBERTON	Street* NOIR ST	Material* Reinforced Concrete Pipe		Location Code Easement/Right of	Pipe Use Sanitary Sewage
Upstream MH* MH9	Total Length	Year Constructed	Shape* Circular		Location Details	
Length surveyed 336		Year Renewed	Height* 42	Width*	Pipe Joint	
SPR 100	MPR 2	PO Number		Customer		
SPRI 2	MPRI 2	Work Order Number		Purpose		
QSR 2100	QMR 2100					
OPR 102	Surveyed By* Tanner Davis	Direction* Downstream	Date* 4/15/2025 5:22:54 PM		Media label	
OPRI 2	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 4/16/2025 11:22:18 AM		Weather Dry - No	
Date Cleaned			End Time 4/16/2025 12:04:47 PM		Additional Info	

MH9

Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:



0 ft	Access Point Manhole						
	MH9						
0 ft	Miscellaneous Water Level				25		
10.1 ft	Miscellaneous Water Mark				60		
36.7 ft	Deposits Attached Encrustation		4		5	2	
69.3 ft	Miscellaneous General Observation						
	WATER AS LOW AS POSSIBLE, HOLDING DUE TO DEBRIS IN LOWER LINE						
69.3 ft	Miscellaneous General Observation						
	REVERSE CLEANED 100-150FT TO CLEAN DEBRIS, LINE NEED TO BE CORRECTLY CLEANED, BYPASS IN NEXT MH DOWN						
85.9 ft	Surface Damage Aggregate Visible	S01	10			2	

*Indicates required field



Defect Listing Plot Left

Pipe Segment Reference	City*	Street*	Material*		Location Code	Pipe Use
MH9_MH8	LUMBERTON	NOIR ST	Reinforced Concrete Pipe		Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*		Location Details	
MH9			Circular			
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint	
336			42			



Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:

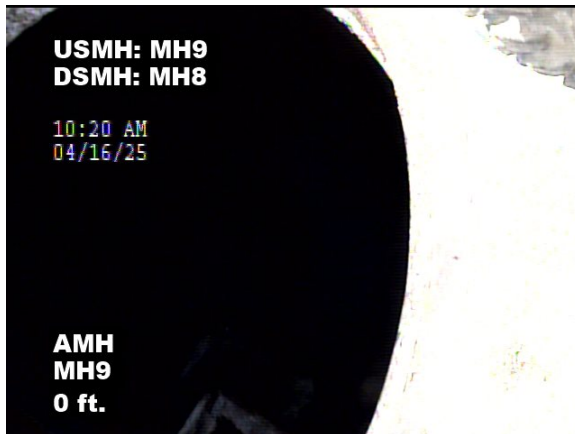
336 ft	Surface Damage Aggregate Visible	F01	10			2	
336 ft	Access Point Manhole						
MH8							

MH8

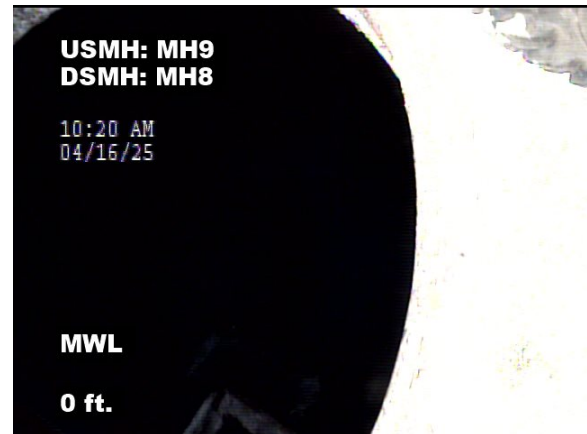
*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH9_MH8	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH9			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
336			42		



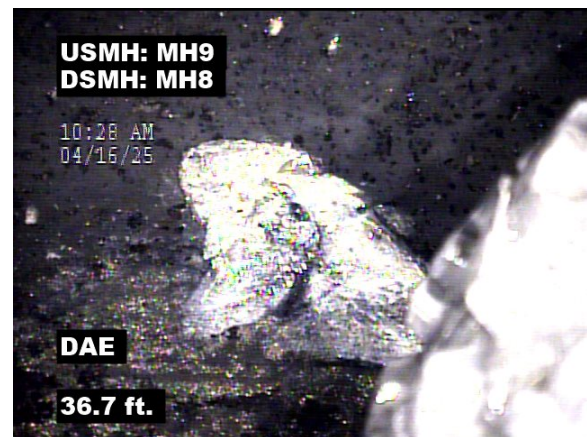
Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH9	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	10.1 ft	Grade:
Conditions:	Miscellaneous Water Mark	
Remarks:		

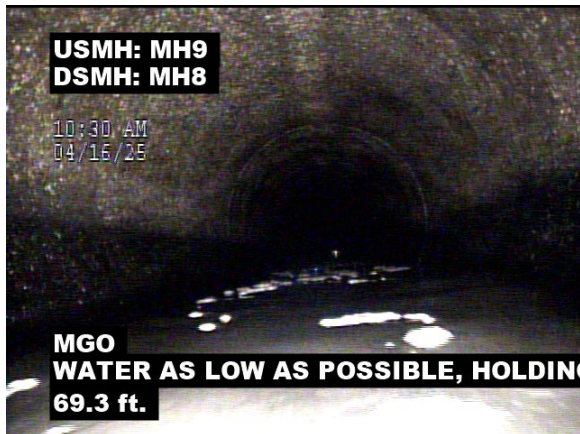


36.7 ft	36.7 ft	Grade: 2
Conditions:	Deposits Attached Encrustation	
Remarks:		

*Indicates required field

Image 4 Per Page

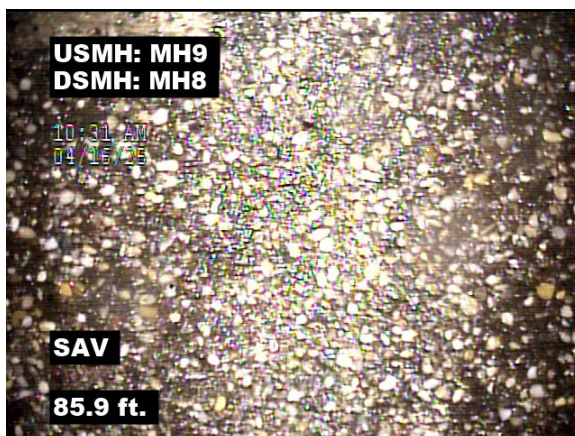
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH9_MH8	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH9			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
336			42		



Distance:	69.3 ft	Grade:	
Conditions:	Miscellaneous General Observation		
Remarks:	WATER AS LOW AS POSSIBLE, HOLDING DUE TO DEBRIS IN LOWER LINE		



69.3 ft	69.3 ft	Grade:	
Conditions:	Miscellaneous General Observation		
Remarks:	REVERSE CLEANED 100-150FT TO CLEAN DEBRIS, LINE NEED TO BE CORRECTLY CLEANED, BYPASS IN NEXT MH DOWN		



Distance:	85.9 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			



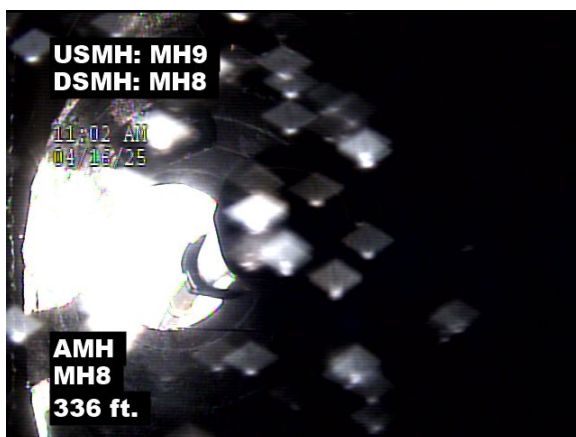
336 ft	336 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			

*Indicates required field



Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH9_MH8	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH9			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
336			42		



Distance:	336 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH8		

*Indicates required field



Project Summary

Project Name:		C:\IT Projects\LUMBERTON_SEWER_TV10_4_29_25\LUMBERTON_SEWER_TV10_4_29_25.db						
Pipe Segment Reference	Upstream MH	Downstream MH	Date	Street	Material	Height	Total	Inspected
MH8_MH8A	MH8	MH8A	04/29/2025	NOIR ST	Reinforced Concrete Pipe	42		257.5

Diameter: 42

Total Length:

Inspected Ln: 257.5

Project Total Length: 0

Project Inspected Ln: 257.5

*Indicates required field



Defect Listing Plot Left

Pipe Segment Reference MH8_MH8A	City* LUMBERTON	Street* NOIR ST	Material* Reinforced Concrete Pipe	Location Code Easement/Right of	Pipe Use Sanitary Sewage
Upstream MH* MH8	Total Length	Year Constructed	Shape* Circular	Location Details	
Length surveyed 257.5		Year Renewed	Height* 42	Width*	Pipe Joint
SPR 100	MPR 0	PO Number		Customer	
SPRI 2	MPRI 0	Work Order Number		Purpose	
QSR 2100	QMR 0000				
OPR 100	Surveyed By* Tanner Davis	Direction* Downstream	Date* 4/29/2025 2:02:15 PM	Media label	
OPRI 2	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 4/29/2025 2:03:31 PM	Weather Dry - No	
Date Cleaned			End Time 4/29/2025 7:02:12 PM	Additional Info	

MH8

Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:



0 ft	Access Point Manhole						
	MH8						
0 ft	Miscellaneous Water Level				25		
10 ft	Surface Damage Aggregate Visible	S01	9			2	
41.2 ft	Miscellaneous Water Mark				60		
67.3 ft	Miscellaneous General Observation						
	OUT GOING LINE HOLDING WATER BACK						
257.5 ft	Miscellaneous General Observation						
	UNKNOWN MH, GOING TO LABEL AS MH8A						
257.5 ft	Access Point Manhole						
	MH8A						

*Indicates required field



Defect Listing Plot Left

Pipe Segment Reference MH8_MH8A	City* LUMBERTON	Street* NOIR ST	Material* Reinforced Concrete Pipe		Location Code Easement/Right of	Pipe Use Sanitary Sewage
Upstream MH* MH8	Total Length	Year Constructed	Shape* Circular		Location Details	
Length surveyed 257.5		Year Renewed	Height* 42	Width*	Pipe Joint	

Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:

257.5 ft

Surface Damage Aggregate Visible

F01

9

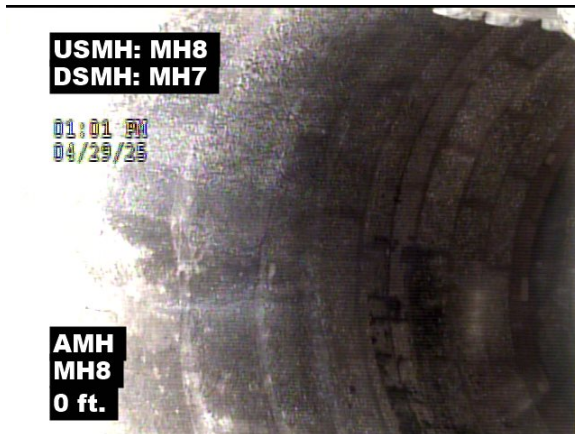
2

MH8A

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH8_MH8A	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH8			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
257.5			42		



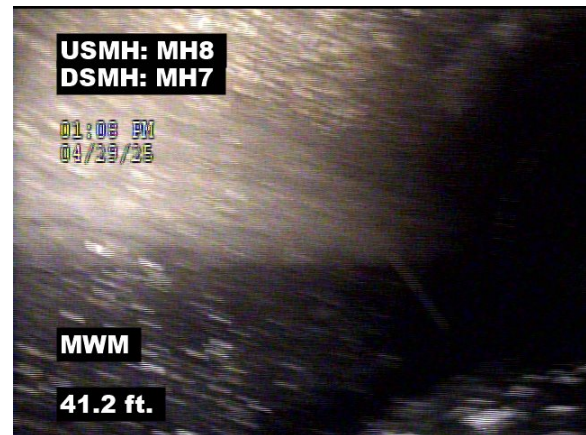
Distance:	0 ft	Grade:
Conditions:	Access Point Manhole	
Remarks:	MH8	



0 ft	0 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



Distance:	10 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			

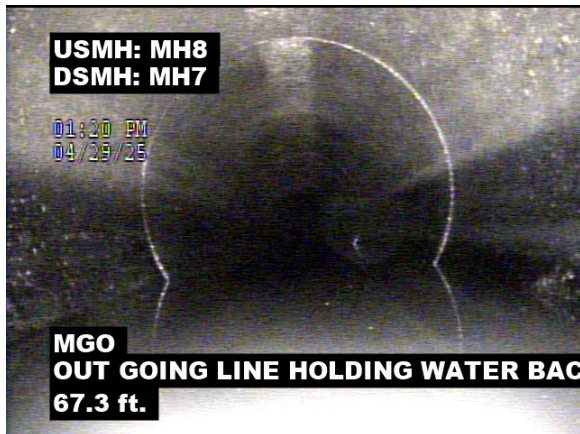


41.2 ft	41.2 ft	Grade:
Conditions:	Miscellaneous Water Mark	
Remarks:		

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH8_MH8A	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH8			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
257.5			42		



Distance:	67.3 ft	Grade:	
Conditions:	Miscellaneous General Observation		
Remarks:	OUT GOING LINE HOLDING WATER BACK		



257.5 ft	257.5 ft	Grade:	
Conditions:	Miscellaneous General Observation		
Remarks:	UNKNOWN MH, GOING TO LABLE AS MH8A		



Distance:	257.5 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH8A		



257.5 ft	257.5 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			

*Indicates required field



Project Summary

Project Name:		C:\IT Projects\LUMBERTON_SEWER_TV10_5_6_25\LUMBERTON_SEWER_TV10_5_6_25.db						
Pipe Segment Reference	Upstream MH	Downstream MH	Date	Street	Material	Height	Total	Inspected
MH8A_MH7	MH8A	MH7	05/06/2025	NOIR ST	Reinforced Concrete Pipe	42		362.9

Diameter: 42**Total Length:****Inspected Ln:** 362.9**Project Total Length:** 0**Project Inspected Ln:** 362.9

*Indicates required field

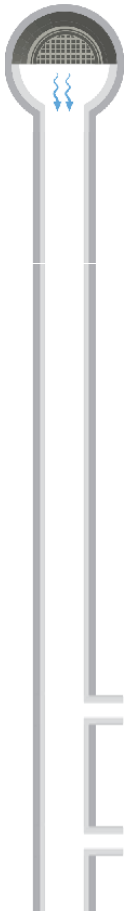


Defect Listing Plot Left

Pipe Segment Reference MH8A_MH7	City* LUMBERTON	Street* NOIR ST	Material* Reinforced Concrete Pipe	Location Code Easement/Right of	Pipe Use Sanitary Sewage
Upstream MH* MH8A	Total Length	Year Constructed	Shape* Circular	Location Details	
Length surveyed 362.9		Year Renewed	Height* 42	Width*	Pipe Joint
SPR 126	MPR 7	PO Number		Customer	
SPRI 2	MPRI 3.5	Work Order Number		Purpose	
QSR 2K00	QMR 4131				
OPR 133	Surveyed By* Tanner Davis	Direction* Downstream	Date* 5/6/2025 10:26:54 AM	Media label	
OPRI 2	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 5/6/2025 10:32:03 AM	Weather Dry - No	
Date Cleaned			End Time 5/7/2025 1:15:25 PM	Additional Info	

MH8A

Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:



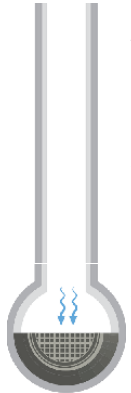
0 ft	Access Point Manhole						
	MH8A						
0 ft	Miscellaneous Water Level				30		
45.6 ft	Surface Damage Aggregate Visible	S01	10			2	
134.1 ft	Infiltration Runner		12			4	
143.4 ft	Miscellaneous Water Level				40		
182.3 ft	Tap Factory Activity		12	4			
260.6 ft	Tap Factory Activity		10	4			

*Indicates required field



Defect Listing Plot Left

Pipe Segment Reference	City*	Street*	Material*		Location Code	Pipe Use
MH8A_MH7	LUMBERTON	NOIR ST	Reinforced Concrete Pipe		Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*		Location Details	
MH8A			Circular			
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint	
362.9			42			



Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:

299.9 ft	Infiltration Dripper		12			3	
362.9 ft	Surface Damage Aggregate Visible	F01	10			2	
362.9 ft	Access Point Manhole						
MH7							

MH7

*Indicates required field

Image 4 Per Page

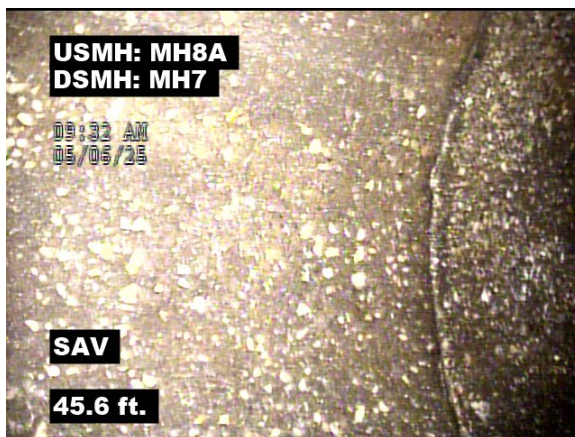
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH8A_MH7	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH8A			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
362.9			42		



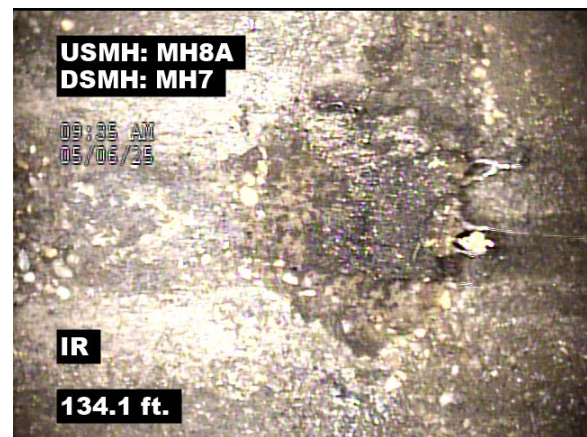
Distance:	0 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH8A		



0 ft	0 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



Distance:	45.6 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			

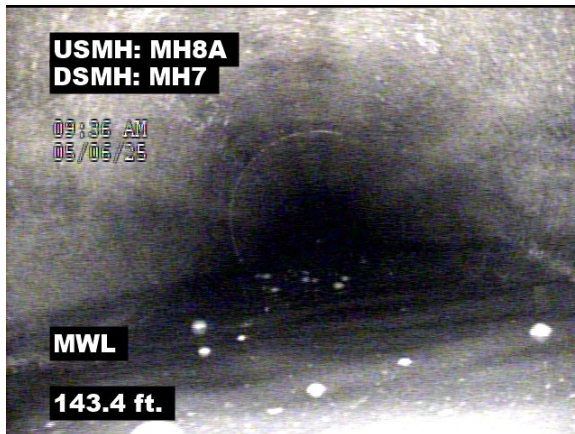


134.1 ft	134.1 ft	Grade:	4
Conditions:	Infiltration Runner		
Remarks:			

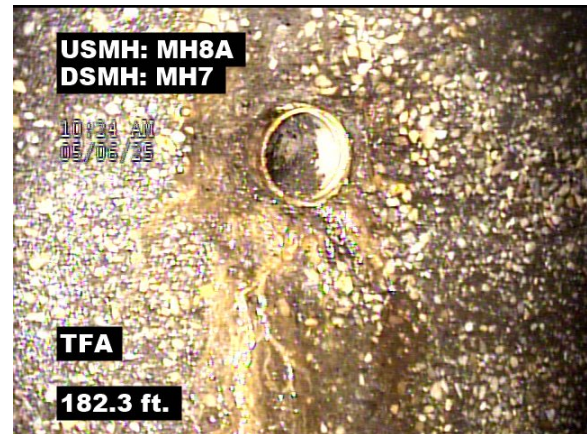
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Image 4 Per Page

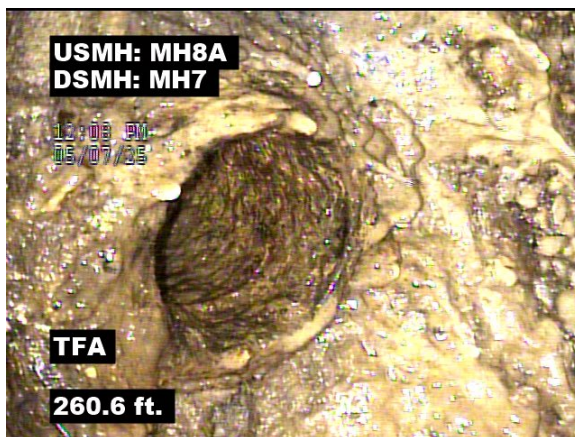
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH8A_MH7	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH8A			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
362.9			42		



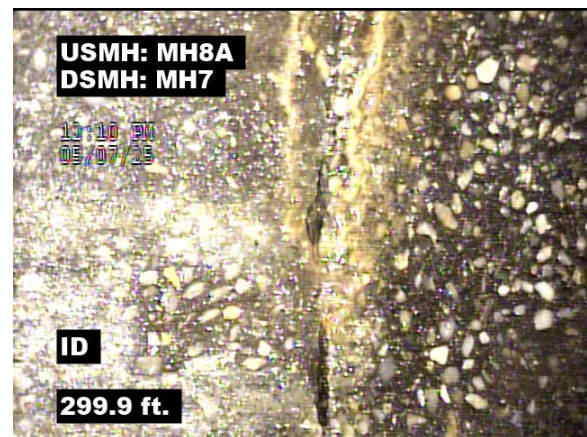
Distance:	143.4 ft	Grade:
Conditions:	Miscellaneous Water Level	
Remarks:		



182.3 ft	182.3 ft	Grade:
Conditions:	Tap Factory Activity	
Remarks:		



Distance:	260.6 ft	Grade:
Conditions:	Tap Factory Activity	
Remarks:		



299.9 ft	299.9 ft	Grade:	3
Conditions:	Infiltration Dripper		
Remarks:			

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH8A_MH7	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH8A			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
362.9			42		



Distance:	362.9 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			



362.9 ft	362.9 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH7		

*Indicates required field



Project Summary

Project Name:		C:\IT Projects\LUMBERON_SEWER_TV10_5_19_25\LUMBERON_SEWER_TV10_5_19_25.db						
Pipe Segment Reference	Upstream MH	Downstream MH	Date	Street	Material	Height	Total	Inspected
MH7_MH6	MH7	MH6	05/19/2025	NOIR ST	Reinforced Concrete Pipe	42		354.8

Diameter: 42**Total Length:****Inspected Ln:** 354.8**Project Total Length:** 0**Project Inspected Ln:** 354.8

*Indicates required field

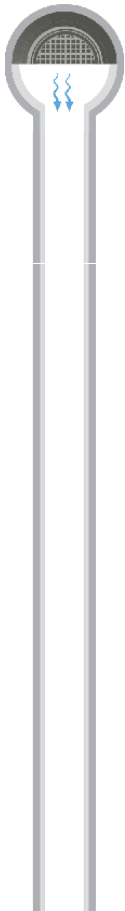


Defect Listing Plot Left

Pipe Segment Reference MH7_MH6	City* LUMBERTON	Street* NOIR ST	Material* Reinforced Concrete Pipe	Location Code Easement/Right of	Pipe Use Sanitary Sewage
Upstream MH* MH7	Total Length	Year Constructed	Shape* Circular	Location Details	
Length surveyed 354.8		Year Renewed	Height* 42	Width*	Pipe Joint
SPR 136	MPR 5	PO Number		Customer	
SPRI 2	MPRI 5	Work Order Number		Purpose	
QSR 412L	QMR 5100				
OPR 141	Surveyed By* Tanner Davis	Direction* Downstream	Date* 5/19/2025 4:18:42 PM	Media label	
OPRI 2.1	Certificate Number* P0034778-112021	Pre-Cleaning Heavy Cleaning	Time 5/19/2025 4:22:16 PM	Weather Dry Weather/Wet	
Date Cleaned			End Time 5/19/2025 5:49:55 PM	Additional Info	

MH7

Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:



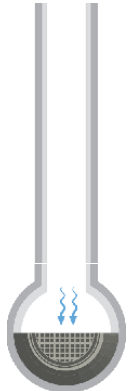
0 ft	Access Point Manhole						
	MH7						
0 ft	Miscellaneous Water Level				20		
26.4 ft	Surface Damage Aggregate Visible	S01	10			2	
159.1 ft	Joint Offset Large					4	
186.6 ft	Miscellaneous General Observation						
	FOG IN PIPE, JETTER NOT REMOVING						
240.5 ft	Miscellaneous General Observation						
	WATER POSSIBLY HOLDING DUE TO DIRTY DS LINE						
279.6 ft	Miscellaneous Water Level				35		

*Indicates required field



Defect Listing Plot Left

Pipe Segment Reference	City*	Street*	Material*		Location Code	Pipe Use
MH7_MH6	LUMBERTON	NOIR ST	Reinforced Concrete Pipe		Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*		Location Details	
MH7			Circular			
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint	
354.8			42			



Distance: Observation_Text: Cont: Pos: Val1/2: %: Grade: Gallons:

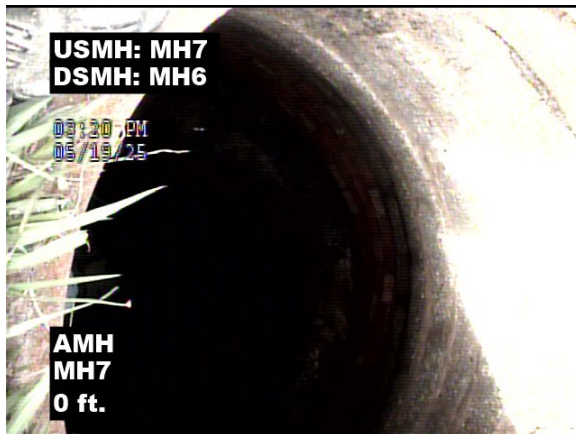
333.8 ft	Deposits Settled Compacted		3		40	5	
	SAND						
354.8 ft	Surface Damage Aggregate Visible	F01	10			2	
354.8 ft	Access Point Manhole						
	MH6						

MH6

*Indicates required field

Image 4 Per Page

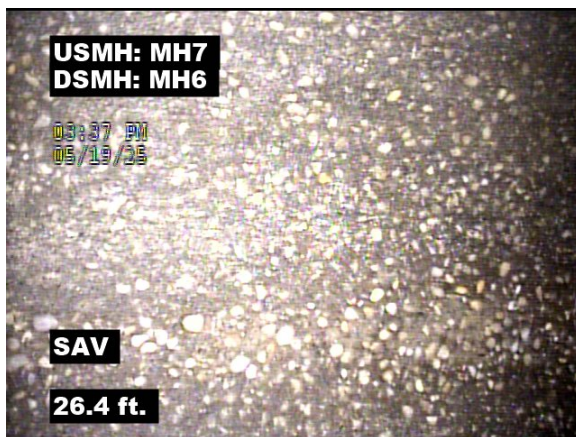
Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH7_MH6	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH7			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
354.8			42		



Distance:	0 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH7		



0 ft	0 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



Distance:	26.4 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			



159.1 ft	159.1 ft	Grade:	4
Conditions:	Joint Offset Large		
Remarks:			

*Indicates required field

Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH7_MH6	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH7			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
354.8			42		



Distance:	186.6 ft	Grade:	
Conditions:	Miscellaneous General Observation		
Remarks:	FOG IN PIPE, JETTER NOT REMOVING		



240.5 ft	240.5 ft	Grade:	
Conditions:	Miscellaneous General Observation		
Remarks:	WATER POSSIBLY HOLDING DUE TO DIRTY DS LINE		



Distance:	279.6 ft	Grade:	
Conditions:	Miscellaneous Water Level		
Remarks:			



333.8 ft	333.8 ft	Grade:	5
Conditions:	Deposits Settled Compacted		
Remarks:	SAND		

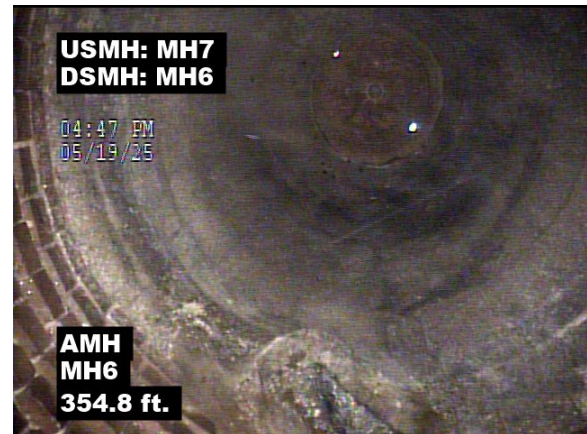
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Image 4 Per Page

Pipe Segment Reference	City*	Street*	Material*	Location Code	Pipe Use
MH7_MH6	LUMBERTON	NOIR ST	Reinforced Concrete Pipe	Easement/Right of	Sanitary Sewage
Upstream MH*	Total Length	Year Constructed	Shape*	Location Details	
MH7			Circular		
Length surveyed		Year Renewed	Height*	Width*	Pipe Joint
354.8			42		



Distance:	354.8 ft	Grade:	2
Conditions:	Surface Damage Aggregate Visible		
Remarks:			



354.8 ft	354.8 ft	Grade:	
Conditions:	Access Point Manhole		
Remarks:	MH6		

*Indicates required field

Appendix C – Cost Opinions

City of Lumberton

Cost Opinion

Noir St Outfall

1/9/2026

Interceptor Improvements

Item No.	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Mobilization	LS	1	\$ 15,440.00	\$ 15,440.00
2	Heavy Clean and TV MH 5 to Influent PS	LF	2,700	\$80.00	\$ 216,000.00
3	Clean Noir St 42" Sewer (routinely)	LF	6,930	\$20.00	\$ 138,600.00
4	Repair 42" Pipe Joint	EA	2	\$30,000.00	\$ 60,000.00
5	Plug unused taps	EA	8	\$7,500.00	\$ 60,000.00
6	Seal Around Pipe Connection at Public Works	EA	1	\$40,000.00	\$ 40,000.00
			Subtotal		\$ 530,040.00
			Contingency	10%	\$ 53,000.00
			Engineering Services		\$ 106,008.00
			Total Project Cost Opinion		\$ 689,048.00

Influent Lift Station Improvements

Item No.	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Mobilization	LS	1	\$ 65,100.00	\$ 65,100.00
2	Influent Wet Well	LS	1	\$500,000.00	\$ 500,000.00
3	Influent Submersible Pumps and piping	EA	3	\$250,000.00	\$ 750,000.00
4	VFD and Electrical	EA	3	\$150,000.00	\$ 450,000.00
5	EQ Pumps	EA	2	\$100,000.00	\$ 200,000.00
6	Piping and Valves	LS	1	\$150,000.00	\$ 150,000.00
7	Dewatering	WK	12	\$10,000.00	\$ 120,000.00
			Subtotal		\$ 2,235,100.00
			Contingency	10%	\$ 223,510.00
			Wetland Mitigation	Acre 0.25	\$100,000.00 \$ 25,000.00
			Engineering Services		\$ 447,020.00
			Total Project Cost Opinion		\$ 2,930,630.00

5 MG EQ Tank

Item No.	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Mobilization	LS	1	\$ 169,720.00	\$ 169,720.00
2	Fill	LS	1	\$250,000.00	\$ 250,000.00
3	Tank & Foundation	LS	1	\$4,500,000.00	\$ 4,500,000.00
4	Interior Coating	SF	36,519	\$18.00	\$ 657,342.00
5	Piping	LS	1	\$100,000.00	\$ 100,000.00
6	Mixing and aeration	LS	1	\$150,000.00	\$ 150,000.00
			Subtotal		\$ 5,827,062.00
			Contingency	10%	\$ 582,710.00
			Wetland Mitigation	Acre 0.9	\$100,000.00 \$ 90,000.00
			Engineering Services		\$ 582,706.20
			Total Project Cost Opinion		\$ 7,082,478.20

2 MG EQ Tank

Item No.	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Mobilization	LS	1	\$ 100,350.00	\$ 100,350.00
2	Fill	LS	1	\$250,000.00	\$ 250,000.00
3	Tank & Foundation	LS	1	\$2,500,000.00	\$ 2,500,000.00
4	Interior Coating	SF	20,562	\$18.00	\$ 370,116.00
5	Piping	LS	1	\$100,000.00	\$ 100,000.00
6	Mixing and aeration	LS	1	\$125,000.00	\$ 125,000.00
			Subtotal		\$ 3,445,466.00
			Contingency	10%	\$ 344,550.00
			Wetland Mitigation	Acre 0.75	\$100,000.00 \$ 75,000.00
			Engineering Services		\$ 344,546.60
			Total Project Cost Opinion		\$ 4,209,562.60

Appendix D

Preliminary Influent Lift Station and EQ layout

