

**THE ERWIN BOARD OF COMMISSIONERS
JANUARY 2023 REGULAR WORKSHOP
MONDAY, JANUARY 23, 2023 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

1. **MEETING CALLED TO ORDER**
 - A. Invocation
 - B. Pledge of Allegiance
2. **AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**
3. **OLD BUSINESS**
 - A. Pavement Condition Study (**Page 2**)
4. **NEW BUSINESS**
 - A. 2022-2023 Street Resurfacing Recommendations (**Page 13**)
 - B. New Leases for Printers (**Page 16**)
 - C. 2023 Mowing Extension (**Page 17**)
 - D. FY 2023-2024 Budget Retreat (**Page 20**)
 - E. Updates at Al Woodall Park Paving Project
5. **CLOSED SESSION**
 - A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel
6. **MANAGER'S REPORT**
7. **GOVERNING COMMENTS**
8. **ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
JANUARY 23, 2023
ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, January 23, 2023, at 6:00 P.M. in Erwin, North Carolina.

Board Members present were: Mayor Randy Baker, Mayor Pro Tem Ricky Blackmon, and Commissioners William Turnage and Timothy Marbell.

Board Members absent were: Commissioners Alvester McKoy, Charles Byrd, and David Nelson.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, and Town Engineer Bill Dreitzler were present.

Mayor Baker called the meeting to order at 6:00 P.M.

Commissioner Blackmon gave the invocation.

Commissioner Marbell led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add Updates at Al Woodall Park Paving Project as Item E under New Business.

Commissioner Blackmon made a motion to approve the adjusted agenda and was seconded by Commissioner Turnage. **The Board voted unanimously.**

OLD BUSINESS

Pavement Condition Study

The consensus of the Board was to place this on our Consent Agenda for our Regularly Scheduled Meeting in February.

NEW BUSINESS

2022-2023 Street Resurfacing Recommendations

Town Engineer Bill Dreitzler came forward and presented his resurfacing recommendations for Town Streets in 2022-2023. He is recommending the following streets be resurfaced:

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 23, 2023

Subject: Pavement Condition Study

I am still waiting to hear back from Withers Ravenel for a proposal for a Traffic Impact Analysis study. There was some miscommunication on my end with them but I had hoped to have a proposal by now. We do have a proposal for a Pavement Condition Study that I would like to discuss tonight. If we receive the proposal for the TIA study before our meeting I will request an agenda adjustment to add it to our discussion for your approval.

October 13, 2022

Mr. Snow Bowden
Town Manager
Town of Erwin
100 West F Street
Erwin, NC 28339

**RE: Agreement for Professional Services
Town of Erwin 2022 Pavement Condition Survey (PCS)
Erwin, North Carolina
WR Project No. 06201208.00**

Dear Mr. Bowden,

WithersRavenel is pleased to submit this agreement for executing a Town wide Pavement Condition Survey (PCS) for 2022. Pavement management is an important function of Public Works from an aesthetics aspect as well as maintaining the roadway network. In addition, being efficient in allocating funds for street repairs and repaving contracts is a necessity but is sometimes difficult due to the variables involved. Performing a PCS allows an unbiased perspective of the street system as a whole and allows that allocation of funding to be applied objectively.

We appreciate the opportunity to submit on this next step in your Town wide street system management plan and we look forward to hearing back from you and your staff on the future of this project. Please feel free to call me at 336.215.5521 or email at slander@withersravenel.com with any questions and/or to discuss any aspect of the attached proposal.

Sincerely,

WithersRavenel



Steve Lander, P.E.
Director of Pavement Management

Town of Erwin 2022 Pavement Condition Survey (PCS) Erwin, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Erwin and formalize an agreement for the implementation and logistics for these services.

For Task 1, WithersRavenel will provide a Pavement Condition Survey (PCS) of the Town of Erwin's streets. The purpose of the survey is to assess the overall condition of Town maintained roadway segments for the Project. This includes riding each street segment following a nationally recognized distress identification manual to determine the severity and extent of seven distresses used to determine the condition of each segment and the entire roadway network. The Town owns and maintains approximately 30 centerline miles of roads to be included in the Pavement Condition Survey (PCS) project. A report will also be provided that describes methodologies, procedures, and recommendations that will be explained at an online deliverables meeting.

In Task 2, WR will collect additional attributes while performing the PCS for the purposes of analyzing the roadway network safety issues in the future.

In Task 3, WR will explain the findings of the PCS at a Council presentation.

This scope of services will include sub-tasks as shown in the Scope of Services below.

For the purposes of this proposal and any subsequent agreements the following references shall apply: Town of Erwin shall be known as the "Client"; WithersRavenel shall be known as the "Consultant" or "WR"; the property and overall project shall be known as the "Project"; the executed version of this proposal shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of executed contract and/or written notice to proceed from the Client. Estimated timeframe for the basis of the services described in the Scope of Services will be three (3) months from the date of the pre-survey meeting that kicks off the project.

Should unexpected field conditions be encountered, or should other developments arise which are beyond WithersRavenel's control and which result in delay of services (including acts of God or weather delays) to be rendered hereunder, it is understood that additional time may be required.

C. Scope of Services

Task 1 - Pavement Condition Survey & Report

1.1. Pre-Survey/Needs Analysis Meeting

Upon issuance of the Notice of Award to WR, WR will host an online Pre-Survey (kickoff) meeting with the Town Staff to ascertain the extent of the roadway segments to be completed (up to 30 miles) and additional parameters/considerations that should be made by WR during the PCS. At the pre-survey meeting, procedural guidelines and specific project requirements will be discussed with the Town. The Town will

provide a list of streets and the latest Town Powell Bill map to be analyzed prior to this meeting. The GIS files obtained from Harnett County will be utilized for the data collection.

1.2. Project Administration

The GIS data provided from Harnett County's website will be imported into the data collection software. Prior to going out into the field, WR will spot check the GIS data against the Town Powell Bill map to assess whether ownership information is correct for checked road segments and whether it is believed that all Town streets are included.

Ownership issues uncovered by WR will be addressed with the Client prior to data collection. Along with project coordination, this task will also include office administration time to set-up and prepare maps and formats to be utilized on this project.

1.3. Roadway Widths

Using NC OneMaps and Google Earth®, WR will estimate pavement widths for all Town owned streets within the Town limits (30 centerline miles – up to 300 segments). The accuracy of these estimates is expected to be plus or minus one foot. WR will randomly field verify 10% of the roadway segments (up to 30 segments). If it is determined that the NC OneMaps and Google Earth® imagery did not yield accurate results, WR will work with the Town to determine the best course of action to correct the pavement width data which may require Additional Services. This data will be provided back to the Town with the final contract deliverables.

1.4. Data Collection

WithersRavenel will perform a visual PCS or windshield survey which is linked to the Town's GIS centerline database of identified asphalt pavement street segments within the Town and owned/maintained by the Town (up to 30 centerline miles). This will involve riding each segment and observing and quantifying three levels of severity (Low, Medium, and High) and various levels of extent for each pavement distress. WR will follow the Long-Term Pavement Performance (LTPP) distress definitions for the Town's PCS. The 7 distresses that will be collected include:

- ▶ Fatigue Cracking (FC – structural cracking)
- ▶ Transverse Cracking (TC)
- ▶ Block Cracking (BC)
- ▶ Patching and Potholes (PC)
- ▶ Surface Defects (Raveling) (SD)
- ▶ Rutting and Roughness (RR)
- ▶ Reflective Cracking (RC)

Since obtaining accurate PCS data is a crucial first step in managing an effective pavement management program, WR is painstaking in providing the highest quality data. As part of our PCS services WR will provide the following:

- ▶ An experienced two-person rating crew and company vehicle.
- ▶ **Rater Communication Protocol** – For each street segment, both raters weigh in as to the observed severity and extent for all distresses. If they are not in total agreement, they turn around and ride the segment until they reach an agreement. At the end of each segment, the rater operating the computer reads back the distresses to the rater driving. Both must agree with the input before hitting enter and recording the data.
- ▶ **An ArcGIS Field Application with GPS** – The ArcGIS field application ensures accurate data entry with prepopulated pulldowns while the GPS unit ensures recording the correct data on the correct street segment.
- ▶ **On-the-Fly Field Application PCI Calculation** – The ArcGIS field application used for the PCS

calculates the Pavement Condition Index (PCI) as distresses are recorded. By knowing the PCI on-the-fly, our raters can gauge whether the PCI matches the true condition of the street segment. For instance, if a street has very few low severity distresses and is rated with a PCI score of 60, then it is apparent that something has been recorded incorrectly and should be corrected. Also, if there is PCI data from the last PCS, our raters can compare the new PCI with the old as a benchmark. Knowing this information minimizes data entry mistakes which ensures the highest quality of data.

After post processing the PCS data from the field, a weighted average PCI by lane miles will be produced for the entire roadway network as a general health indicator for inclusion in the report.

1.5. Report

For the Pavement Condition Survey Report services, the WR will provide the following digital deliverables:

- ▶ A Pavement Condition Survey Report containing the survey findings. This report will provide summary tables containing recommended maintenance activities and opinions of probable construction costs by activity based on unit maintenance costs to be supplied by the Client;
- ▶ Recommendations for broadening the maintenance toolbox;
- ▶ An alphabetical and PCI street listing;
- ▶ A PowerPoint slideshow of the PCS findings;
- ▶ A Town street map with PCI condition ranges in PDF format;
- ▶ A final GIS geodatabase in ESRI compatible format containing pavement condition inventory data, PCIs, recommended maintenance activities and cost information for your records.

WR will present the findings of the PCS Report in a Deliverables Meeting online. At this meeting, WR will review the findings and will discuss the next steps in the pavement management program.

Task 2 - Additional Attributes

WR will visually collect the following additional attributes during the PCS for the purposes of analyzing the roadway network safety in the future:

- ▶ Shoulder drop offs (Y/N) – This is for elevation differences that are approximately 2 inches and greater.
- ▶ Noticeable drainage issues (Y/N) – Visually apparent drainage issues (e.g. debris build up or staining)
- ▶ Roadway widths will be checked randomly in Task 1.
- ▶ Presence of shoulder (Y/N)
- ▶ Striping (Good/Fair/Poor)

Task 3 - Council Presentation

WithersRavenel will provide the following services for the Council Presentation:

- ▶ Presentation for Town Council meeting based on coordination with Town staff. The deliverables meeting presentation to Town Staff will be used as the template for the Council Presentation.
- ▶ Attend one (1) two (2) hour Council meeting to present pavement condition survey findings.

D. Designated Representatives

The designated representatives of the Owner and WithersRavenel for purposes of this Task Order shall be as follows:

For the Owner:

Primary Contact Person:..... Snow Bowden

Title: Town Manager

Telephone Number - Office:.....(910) 897-5140
E-mail Address.....townmanager@erwin-nc.org

The Town's primary contact person shall have complete authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to materials, equipment, elements and systems pertinent to the pavement management program.

For the Consultant Engineer:

Primary Contact Person.....Steve Lander, P.E.
Title:.....Director of Pavement Management
Telephone Number - Cell(336) 215-5521
E-mail Address.....slander@withersravenel.com

E. Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The Additional Services are described below but are not limited to the following:

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Services by Others

- ▶ Geotechnical services;
- ▶ Structural Services;

Geomatics Services (including survey)

Environmental Services

Design Services

Documents/Drawings

- ▶ Conceptual Drawings;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;

Permitting Services

Services During Construction

General

- ▶ Survey/Data Collection and Reports associated with any additional

streets/roadway segments that were not included in the listing by the Town and agreed by WR during the pre-survey meeting with Town staff at the start of the Project;

- ▶ Modifying GIS street segmentation or manually joining data from other sources.
- ▶ NCDOT or Private Roadways are not included in this scope of Services;
- ▶ Providing additional reporting other than the Alphabetical and Numerical PCI and color-coded map of the results;
- ▶ Destructive or non-destructive material testing procedures;
- ▶ Any work previously provided in other proposals;
- ▶ Unless otherwise included in the Consulting services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements;
- ▶ Any other services not specifically listed within Section C.

The above list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project.

Both parties agree that certain tasks, e.g. reviews and approvals, are performed by governmental agencies and that all parties have limited influence on these agencies to meet the prescribed deadlines and that neither party is responsible for delays caused by governmental agencies.

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

Pavement Condition Survey

- ▶ Prior to WR beginning work, provide full information as to its requirements and scope for the Project;
- ▶ Prior to WR beginning work assist WR by placing at his disposal all available information pertinent to the Project, including previous Powell Bill maps, Powell Bill Street list, old drawings, maintenance records and any other data relative to the scope of the Project;
- ▶ Prior to WR beginning work provide unit costs from previous maintenance contracts. In the case where the Town does not have historical data or costs for maintenance activities used in the past, WR will make assumptions. Unit costs developed by WR from local prevailing rates are approximate only. Opinions of costs are approximate only and can fluctuate due to many factors such as size of project, time of year, cost of raw materials, and number of bidders to name a few.
- ▶ Give prompt written notice to WR whenever the Town observes or otherwise becomes aware of any defect in the Project, request additional scope or timing of WithersRavenel's services;
- ▶ Provide access to all the streets requested to be analyzed including ensuring street segments are open to vehicular travel at the timing of the condition field survey. Street segments may be excluded if access is not available to WR for the survey at the time of the field visit.

G. Expenses

WithersRavenel does not expect any expenses related to this project. Should expenses arise, they will be verified with the Town for approval on an as needed basis.

H. Compensation for Services

WR proposes to provide the services outlined in Section C on a lump sum basis with fees as shown below. Additional services required outside the Scope of Services in Section C and reimbursable expenses will be billed on a Time and Material basis in accordance with Exhibit II.

Task Number	Task Name	Fee
Task 1	Pavement Condition Survey (PCS) & Report	\$17,300
Task 2	Additional Attributes	\$2,700
Task 3	Council Presentation	\$2,600
Total		\$22,600

Invoices will be based on the percentage of completion for each lump sum task, and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 30 days from date of invoice.

The above fees are based on the estimated timelines noted in the proposal. Any adjustments to those timelines may result in additional fees.

This proposal is valid 60 days from issuance date which is the date of correspondence to the Client through email, cover letter, or other form of transmittal.

Also, note that the attached Exhibit II, Fee & Expense Schedule, is based on our current rates and may be subject to change for hourly tasks and any additional services that occur after any adjustments go into effect.

I. Acceptance

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Town of Erwin for the basic services outlined in Section C of this document. The attached Standard Terms and Conditions (Exhibit I), Fee & Expense Schedule (Exhibit II), and other Exhibits shown below shall be considered a part of this agreement.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



10/13/22

Steve Lander, P.E.
Director of Pavement Management

Date

Snow Bowden
Town Manager

Date

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Project Management	
Client Experience Manager	\$ 209
Assistant Project Manager	\$ 161
Project Manager	\$ 177
Senior Project Manager	\$ 193
Principal	\$ 225
Engineering	
Intern I	\$ 60
Intern II	\$ 80
CAD Technician I	\$ 96
CAD Technician II	\$ 107
Senior CAD Technician	\$ 128
Designer I	\$ 123
Designer II	\$ 134
Senior Designer	\$ 155
Project Coordinator I	\$ 91
Project Coordinator II	\$ 102
Senior Project Coordinator	\$ 118
Lead Project Coordinator	\$ 134
Project Engineer I	\$ 150
Project Engineer II	\$ 161
Project Engineer III	\$ 177
Staff Professional I	\$ 86
Staff Professional II	\$ 128
Staff Professional III	\$ 139
Staff Professional IV	\$ 171
Senior Staff Professional	\$ 166
Senior Project Engineer	\$ 193
Senior Technical Consultant	\$ 209
Zoning Specialist	\$ 246
Construction Administration	
Construction Manager I	\$ 139
Construction Manager II	\$ 150
Senior Construction Manager	\$ 171
Resident Project Representative I	\$ 86
Resident Project Representative II	\$ 102
Resident Project Representative III	\$ 118
Senior Resident Project Representative	\$ 128
Administration	
Administrative Assistant	\$ 54
Office Administration	\$ 59
Administrative Assistant I	\$ 70
Administrative Assistant II	\$ 80
Administrative Assistant III	\$ 91
Director of Marketing	\$ 91
Marketing Administration II	\$ 102
Marketing Administration I	\$ 80
Office Administrator I	\$ 102
Office Administrator II	\$ 107
Office Administrator III	\$ 112

Description	Rate
Geomatics	
Geomatics CAD I	\$ 85
Geomatics CAD II	\$ 105
Geomatics CAD III	\$ 120
Geomatics Project Manager I	\$ 150
Geomatics Project Manager II	\$ 160
Geomatics Project Professional I	\$ 135
Geomatics Project Professional II	\$ 155
Geomatics Principal	\$ 220
Geomatics Remote Sensing Crew I	\$ 195
Geomatics Remote Sensing Crew II	\$ 275
Geomatics Survey Crew I	\$ 140
Geomatics Survey Crew II (2 Man)	\$ 170
Geomatics Survey Crew III (3 Man)	\$ 210
Geomatics Senior Manager	\$ 190
Geomatics Survey Tech I	\$ 50
Geomatics Survey Tech II	\$ 80
Geomatics Survey Tech III	\$ 105
Geomatics Survey Tech IV	\$ 115
Geomatics Sr. Technical Consultant	\$ 200
Geomatics SUE Crew 1	\$ 175
Geomatics SUE Crew 2	\$ 245
Geographic Information Systems	
GIS Survey Technician I	\$ 65
GIS Survey Technician II	\$ 86
GIS Survey Technician III	\$ 102
GIS Survey Lead	\$ 118
GIS Technician	\$ 86
GIS Analyst I	\$ 102
GIS Analyst II	\$ 118
GIS Specialist	\$ 134
GIS Senior Specialist	\$ 150
GIS Project Manager	\$ 150
Funding & Asset Management	
F&AM Project Consultant I	\$ 102
F&AM Project Consultant II	\$ 112
F&AM Project Consultant III	\$ 118
F&AM Senior Project Consultant I	\$ 134
F&AM Senior Project Consultant II	\$ 139
F&AM Implementation Specialist	\$ 134
F&AM Staff Professional III	\$ 139
F&AM Assistant Project Manager	\$ 145
F&AM Project Manager	\$ 150
F&AM Senior Project Manager	\$ 187
F&AM Principal	\$ 203
F&AM Senior Technical Consultant	\$ 225

Description	Rate
Environmental	
Environmental Tech I	\$ 90
Environmental Tech II	\$ 100
Senior Environmental Tech	\$ 120
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Project Geologist I	\$ 145
Project Geologist II	\$ 155
Project Geologist III	\$ 165
Sr. Environmental Project Geologist	\$ 180
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 155
Environmental Project Scientist III	\$ 165
Sr. Environmental Project Scientist	\$ 180
Environmental Professional I	\$ 110
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 155
Environmental Project Engineer III	\$ 165
Sr. Environmental Project Engineer	\$ 180
Environmental Assistant PM	\$ 155
Environmental Project Manager	\$ 165
Environmental Sr. Project Manager	\$ 175
Environmental Sr. Technical Consultant	\$ 205
Environmental Principal	\$ 225
Landscape Architecture/Planning	
Landscape Architect I	\$ 139
Landscape Architect II	\$ 150
Landscape Architect III	\$ 166
Landscape Designer I	\$ 118
Landscape Designer II	\$ 128
Planner I	\$ 112
Planner II	\$ 128
Planner III	\$ 150
Planning Technician	\$ 102
Senior Landscape Architect	\$ 182
Senior Planner	\$ 171
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2022 - Schedule is subject to change

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 23, 2023

Subject: 2022-2023 Street Resurfacing Recommendations

Our Town Engineer Bill Dreitzler has prepared his recommendations for the streets to be resurfaced this year in Erwin. His report and recommendations are attached for your consideration.

Attachments:

- 2022-2023 Street Resurface Recommendations



TOWN OF ERWIN

Post Office Box 459
Erwin, NC 28339
(910) 897-5140

M-E-M-O-R-A-N-D-U-M

DATE: January 17, 2023
TO: Mr. Snow Bowden, Town Manager
FROM: Bill Dreitzler, P.E., Town Engineer
RE: 2022-2023 Powell Bill Street Re-surfacing Priority Recommendations

Snow,

After review of our street resurfacing locations over the last few years, review of the 2013 Pavement Condition Survey, and our continued field condition evaluation, please consider the following recommendations:

1. Twin City Street (Lucas Road to Erwin Road – Approx. 850 LF)
Estimated Cost: \$47,500
2. East L Street (N 12th Street to N 11th Street – Approx. 470 LF)
Estimated Cost: \$25,000
3. N 12th Street (N 13th Street to E K Street – Approx. 1,400 LF)
Estimated Cost: \$70,000

The opinion of cost is based on an evaluation of the re-surfacing cost over the last few years. However, with the construction climate we have today, budget adjustments may be required when we are able to evaluate actual bid prices. Based on the opinion of cost above, the estimate for resurfacing is \$142,500 plus any cost of pothole repairs.

Moving forward, I would offer the following location as high priority when we reach the FY 2023-2024 budget:

1. N 11th Street (Approx. 2,050 LF): Est. Cost \$90,000

Looking ahead to future resurfacing efforts, including the FY 2023-2024 budget year, it is my opinion that the Street Pavement Condition Survey completed back in 2013 is no longer an effective tool to evaluate resurfacing priorities. Typically, these studies are updated every 5-years and I recommend proceeding.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Dreitzler", with a stylized flourish at the end.

Bill Dreitzler, P.E.
Town Engineer

MINUTES CONTINUED FROM JANUARY 23, 2023

1. Twin City Street (Lucas Road to Erwin Road – Approx. 850 LF)
Estimated Cost: \$47,500
2. East L Street (N 12th Street to N 11th Street – Approx. 470 LF)
Estimated Cost: \$25,000
3. N 12th Street (N 13th Street to E K Street – Approx. 1,400 LF)
Estimated Cost: \$70,000

The total estimated cost for resurfacing will be \$142,500 but that does not include the cost of possible potholes. For the FY 2023-2024 budget, he recommended N 11th Street as a high-priority location to be resurfaced (Approx. 2,050 LF) with an estimated cost of \$90,000.

Mayor Baker inquired about striping or restriping the roads in Erwin.

Mr. Dreitzler stated that is something that can be used to Powell Bill funds and can be included in the bid release.

The consensus of the Board was to put out bids for resurfacing the roads recommended by Mr. Drietzler.

Mr. Dreitzler stated the resurfacing work would take place in the spring.

New Lease for Printers

Town Manager Snow Bowden presented the Board with new printer lease proposals from Systel for the Police Department, Recreation Department, and Administration. A copy of the proposal was not included in the packet due to a line at the bottom of the page stating “This page contains confidential trade secrets and information belonging to Systel Business Equipment Co., Inc. that is not subject to public disclosure.” He stated Administration is a little more due to having to print off large quantities such as agendas and minutes.

Commissioner Blackmon recommended the Board purchase tablets in the next fiscal year Budget to save money on printing agendas.

The consensus of the Board was to place this on our Consent Agenda for our Regularly Scheduled Meeting in February.

2023 Mowing Extension

The consensus of the Board was to place this on our Consent Agenda for our Regularly Scheduled Meeting in February.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 23, 2023

Subject: New Leases for Printers

The Erwin Recreation Department and the Police Department currently have leases for their printers with Copiers Plus that are both expiring this year. The Administration Department has a lease with Systel that is also expiring this year. I have been in discussions with both companies and I have received proposals from both companies. We are happy with the customer service from each company at the moment. The proposals for both the Police Department and Recreation Department from Systel save the Town money. The new lease for the printer in the Administration Department has increased by \$1.74 per month.

- Erwin Police Department- New lease \$96.62/month (we will save \$132.38 per month with this proposal)
- Erwin Recreation Department- New lease \$96.62/month (We will save \$34.42 per month with this proposal)
- Erwin Administration Department- New lease \$161.43/month (We will see a price increase of \$1.74 per month)

January 13, 2023

Division Six - REU
Harnett County

Cynthia B. Patterson
Town of Erwin

Subject: 2023 Municipal Agreement

To Whom It May Concern:

The N.C. Department of Transportation wishes to extend the existing municipal agreement for shoulder mowing with the Town of Erwin. If the Town of Erwin agrees with the attached 2023 mowing cost sheet and wishes to extend the existing municipal agreement, please notify this office in writing or via email.

If you have any questions regarding this matter, please contact David Plummer at (910) 364-06072.

Sincerely,

David Plummer

David Plummer
DREE

Town of Erwin Mowing 2023

PRIMARY

Route	From	To	Miles	Shoulder Miles
US 421 *	East Town Limit	West Town Limit	2.31	9.24
NC 55	US 421	North Town Limit	0.38	0.76
NC 82	NC 217	South Town Limit	0.81	1.62
NC 217	US 421	South Town Limit	2.14	4.28
Totals:			5.64	15.90

SECONDARY

Route	From	To	Miles	Shoulder Miles
SR 1703	SR 1718	North Town Limit	0.39	0.78
SR 1718	NC 217	East Town Limit	2.12	4.24
SR 1726	US 421	North Town Limit	0.65	1.30
SR 1741	SR 1746	South Town Limit	0.89	1.78
SR 1746	NC 217	SR 1718	0.81	1.62
SR 1769	NC 217	West Town Limit	1.16	2.32
SR 1775	NC 82	South Town Limit	0.36	0.72
SR 1815	SR 1718	South Town Limit	0.24	0.48
SR 1907	SR 1726	East Town Limit	0.25	0.50
Totals:			6.87	13.74

* US 421 is 4 lane divided. Therefore, shoulder mileage is four (4) times the road mileage.

Town of Erwin **2023 Mowing Cost Sheet**

	Cost per Mile	Cycles	S. Miles	Total Cost
Clean-up Mowing (Primary Multilane Divided)	\$ 168.65	5	9.24	\$ 7,791.63
Routine Mowing (Primary Undivided)	\$ 44.97	3	6.66	\$ 898.50
Clean-up Mowing (Primary Undivided)	\$ 50.60	2	6.66	\$ 673.99
Routine Mowing (Secondary)	\$ 40.48	3	13.74	\$ 1,668.59
Clean-up Mowing (Secondary)	\$ 46.09	2	13.74	<u>\$ 1,266.55</u>
			Total	\$ 12,299.26

Quarterly Payment \$ 3,074.82

Quarterly Breakdown

6RE.104315 \$ 2,341.03
6RE.204315 \$ 733.78

MINUTES CONTINUED FROM JANUARY 23, 2023**FY 2023-2024 Budget Retreat**

Mayor Baker stated he wants the Board and Staff to look back at 2022 and think about what we did for our Town and what we did for our citizens. What accomplishments had we made this past year? As a precursor to our Budget Retreat, he wanted the Board to meet and discuss their goals and strategies for the new fiscal year and provide Town Manager Snow Bowden with some direction while preparing the budget for the new year. He wanted the Board to be as active as possible with our State Representatives to get as much Grant money as we can for our citizens back. What are some of our weaknesses that we need to work on? He would like this meeting to be scheduled in February to give Town Manager Snow Bowden time to prepare the budget for our retreat. He stated unless the Department heads had a particular project to bring before the Board, they would not need to be in attendance at the Budget Retreat, and all requests should be relayed through Mr. Bowden with reasonable expectations.

Commissioner Blackmon stated he would like to see the retreat scheduled for the end of March or April to give the Board more accurate numbers. Staff needs to come first and then projects.

The consensus of the Board was to have proposed dates for our budget goals meeting send out to the Board in an email for February and proposed dates for our Retreat will be discussed at our February Workshop.

Updates at Al Woodall Park Paving Project

Town Manager Snow Bowden stated he placed a proposal at the Board's seats. The company completing the restriping at Al Woodall Park mentioned it would be a good idea to look at resealing our walking trail.

The consensus of the Board was to place this on our Consent Agenda for our Regularly Scheduled Meeting in February.

Due to absent Board Members, the Closed Session was postponed until our Regularly Scheduled Meeting on February 2, 2023.

MANAGER'S REPORT

Town Manager Snow Bowden informed the Board that:

- We are still waiting to hear back from NC DOT about the roads. He stated the last time he spoke with them, the list had not been released yet.
- The NCLM will be hosting a Town and State Dinner on Wednesday, February 22nd, at 5 PM. If you plan to attend let Town Clerk Lauren Evans know so we can reserve the date for you.

ATTORNEY'S REPORT

Town Attorney Tim Morris thanked the Board for allowing him to be the Town Attorney.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 23, 2023

Subject: FY 2023-2024 Budget Retreat

We need to go ahead and put together a plan for our budget retreat this year. In the past, we have met in March typically for one day at Town Hall or the Community Building. This year we are going to have a lot to discuss. We have plans such as our CERRI report that we need to consider in this upcoming budget year on projects such as new wayfinding signs, sidewalks, etc. Town Staff would like some direction on how to proceed. I should have all budget requests in my office by the end of January. I will probably start receiving revenue projections in mid-February.

B & B ASPHALT SERVICES LLC

10134 Timothy Rd. Dunn NC 28334

WEB SITE: bandbasphalt.net

Mobile: 910-237-8815 or 910-237-7858

Fax: 910-892-1549

Email: bbasphalt1@yahoo.com

SERVING ALL EASTERN NORTH CAROLINA SINCE 1997

Proposal Submitted To: Town of Erwin /Erwin Park

Attn: Mr. Doug Stevens

Email: dstevens@erwin-nc.org

Job: Walking Trails, Basketball Court and Batting Cage

Date: October 27, 2022

We hereby submit specifications and estimates for:

- 1.To clean and fill cracks in asphalt ¼ inch or larger using a hot crack sealant
At 400 degrees
2. To clean asphalt prior to sealcoating
- 3.To apply "Gemseal" Black Diamond commercial asphalt sealer mixed with extra
Fine silica sand for better traction and wear.
4. To restripe basketball court
5. To restripe parking spaces

We propose to furnish material and labor,complete in accordance with the above specifications, for the sum of \$ 14,975.00

Payment to be made upon completion of job.

Acceptance of Proposal: The above specification and prices are hereby accepted.

You are authorized to do the work as specified. Payment will be made as specified above.

Quotes valid for 30 days

Signature of Acceptance:

Owner: Marty Barefoot

MINUTES CONTINUED FROM JANUARY 23, 2023

GOVERNING COMMENTS

Mayor Baker stated we received a memo regarding our Animal Control Ordinance with issues of enforcement. He asked Town Manager Snow Bowden to request monthly reports from all of our contracted services such as Fire Inspections and Animal Control.

Town Manager Snow Bowden stated he receives quarterly reports from Harnett County IT and asked if that was work.

Mayor Baker stated he is more interested in monthly reports from contracted services that interact with the Public on the Town's behalf.

Commissioner Turnage expressed the need for sidewalks on S 13th Street all the way down to IGA.

Mayor Baker thanked Commissioner Blackmon for stepping in to preside over the January Regularly Scheduled Meeting. He thanked the Board and Town Staff for everything during the passing of his mother. It was an honor to be elected as Mayor but for his parents to see it was special. He extended his gratitude to everyone.

ADJOURNMENT

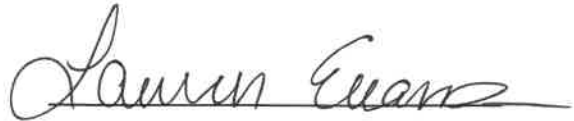
Commissioner Blackmon made a motion to adjourn at 6:53 P.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker
Mayor



Lauren Evans
Town Clerk