

**THE ERWIN BOARD OF COMMISSIONERS
MARCH 2023 REGULAR WORKSHOP
MONDAY, MARCH 27, 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. **NEW BUSINESS**
 - A. Public Comment from Seth Gundersen (**Page 2**)
 - B. All-Way Stop Guidance (**Page 3**)
 - C. ADA Transition Plan (**Page 9**)
 - D. Erwin Community Building (**Page 15**)
 - E. Contract for Janitorial Services (**Page 18**)
 - F. West K Street (**Page 27**)
 - G. Proclamation of Appreciation for Medicaid Expansion? (**Page 28**)
 - H. SU-2023-001(**Page 29**)
4. **CLOSED SESSION**
 - A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel
5. **MANAGER’S REPORT**
6. **GOVERNING COMMENTS**
7. **ADJOURNMENT**

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 27, 2023

Subject: Public Comment from Seth Gundersen

Mr. Seth Gundersen will be at our workshop meeting to address all of us with a few comments and concerns he has brought up to Mayor Baker recently. Mr. Gundersen and his family have been very active in the Erwin community since they moved to Erwin.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 27, 2023

Subject: All-Way Stop Guidance

We have recently kicked off a pavement condition study that will also include certain aspects analyzing the roads where certain improvements might be recommended such as widening shoulders, painting road lines, etc. This study would help us identify and justify all-way stop intersections.

Attachments:

- Quote for a study on All Way Stops

February 6, 2023

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

RE: Town of Erwin 4-way Stop Guidance
WithersRavenel Project No. 23-0286

Dear Mr. Bowden:

Thank you for allowing WithersRavenel (WR) to provide the following consulting services for the above referenced project. Below is a brief outline of our scope of services and fee schedule:

Scope of Services

WithersRavenel's teaming partner Benesch will develop guidance for the Town of Erwin (Town) for implementation of all-way stops. This will include developing written criteria for establishing or reviewing all-way stops in the Town. The MUTCD will be referenced to confirm compliance, and other municipalities' (up to 3) policies will be examined for potential guidance and incorporated as appropriate. Warrant criteria will be developed and then these criteria will be used to provide engineering recommendations to either establish, review or to convert the location to a two way stop.

A list of potential counter measures other than all-way stops will be provided that may be used to alleviate conditions present based on feedback from the police department or field observations relating to vehicle compliance and the control type present.

Guidance will be provided for when, and when not, to use each of these counter measures and reference materials for each will be noted.

This scope does not include evaluation or recommendations for specific intersections or roadways. This can be added for additional scope and fee.

Timeline

Work will begin immediately upon execution of this letter agreement with a completion time of two month.

Fees

WithersRavenel will provide this work on a lump sum basis for \$6,000

Execution

Please affix your signature in the space provided below and return one copy to my attention. This will serve as our contractual agreement, as well as, authorization to proceed with the Scope of Services summarized in this letter. I have attached our Fee & Expense Schedule and Standard Terms & Conditions, which will apply to this agreement.

Thank you for allowing us to serve you. Please call me if you have any questions.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



2/6/23

Steve Lander, P.E.
Director of Pavement Management

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
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Project Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
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, 2023 – 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: March 27, 2023

Subject: ADA Transition Plan

As the Town continues to grow we have brought on additional staff members. We need to have an ADA Transition Plan for the Town of Erwin once we reach 50 total employees. This number includes full-time and part-time employees. At the moment, we are at 48. During the budget process last year I was given a quote of around \$5,000 for a study. After further research, I found that the quote I received was for a type of plan that would not cover everything needed for the Town. I have a quote of \$27,350 for a study. We can look at a budget amendment if you would like to proceed with this project.

Attachments:

- ADA Transition Plan project

Town of Erwin ADA Assessment & Transition Plan Erwin, NC Proposal for Professional Services

A. Project Description

The Town of Erwin (CLIENT or TOWN) has requested that WithersRavenel (CONSULTANT) provide the following services:

- ▶ CONSULTANT will guide CLIENT through necessary steps to be completed per 28 CFR Part 35.150 Subsection D (Transition Plan Requirements) including the identification of an ADA Coordinator, adoption of an ADA policy statement, and the adoption of ADA grievance procedures process and assigning an individual responsible for ADA Transition Plan;
- ▶ CLIENT will seek public input to identify pedestrian accommodations that are in the public right-of-way. It is the responsibility of the CLIENT to document public input and report it for inclusion in ADA Transition Plan;
- ▶ CONSULTANT incorporates public input and identify pedestrian accommodations that are in the public Right-of-Way;
- ▶ CONSULTANT incorporates public input and identify pedestrian accommodations that are in CLIENT-owned facilities available to the public;
- ▶ CONSULTANT evaluates pedestrian accommodations to identify barriers or obstructions, the presence of curb ramps (or lack thereof), accommodations that are out of compliance, and identify any other issues that would impede pedestrian accessibility;
- ▶ CONSULTANT provide findings to the CLIENT on physical obstacles or barriers, describe improvements/methods that should be used to make the facilities accessible, assist the CLIENT in the creation of a schedule for taking steps necessary to achieve compliance;
- ▶ CONSULTANT creates draft transition plan, incorporate public input, and provide ADA Transition Plan Report to CLIENT;
- ▶ CONSULTANT will incorporate public input, create draft ADA Transition Plan, and provide final ADA Transition Plan to CLIENT.

B. Scope of Services

Task 1 – Consulting Services

CONSULTANT will guide CLIENT through necessary steps to be completed per 28 CFR Part 35.150 Subsection D (Transition Plan Requirements) including the identification of an ADA Coordinator, adoption of an ADA policy statement, and the adoption of ADA grievance procedures process and assigning an individual responsible for ADA Transition Plan.

Task 2 – Public Meeting

CLIENT will advertise and conduct a public meeting and/or arrange other forms of communication to solicit input from the public on any, and all, places, policies, and practices that the public feels are discriminatory to persons with disabilities. Advertisement, public input, recorded minutes, and any correspondence must be documented for inclusion in the final report. The CLIENT will secure a facility for conducting an in-person meeting (if applicable).

Task 3 – Facilities Inventory and Assessment for 5 Sites

Including the information obtained in Task 2, the CONSULTANT will assess the inventory listing of facilities provided by the Town. The CONSULTANT will conduct a site visit to each location to document adherence to ADA or any deficiencies following ADAAG Methodology. In addition to these targeted locations, Field evaluations will identify barriers or obstructions that would impede pedestrian accessibility to these facilities.

Task 4 – Assessment for 40 Curb Ramps and Associated Sidewalks

Including the information obtained in Task 2, the CONSULTANT will inventory pedestrian facilities along Town-owned/controlled Right-of-Way. This inventory includes sidewalks, curb ramps, crosswalks, mid-block crossings, pedestrian signals, etc. The CONSULTANT, along with the CLIENT, will identify and discuss the study area for final CLIENT approval. Documentation will be made identifying locations with curb ramps or the lack thereof, and accommodations that are out of compliance following PROWAG Methodology. Using GIS aerial mapping, the total length of pedestrian way will be quantified; and the locations of inspections and findings will be recorded.

- Sidewalk Assessment includes: a 'cursory visual' of trip hazards, barriers, etc. Cross slopes are checked periodically along the sidewalk network by use of 'smart level'.

Task 5 – Prepare Inventory

An inventory of the inspected locations from Task 3 and Task 4 will be generated which will indicate compliance or need for corrective action with budget level costs indicated.

Task 6 – ADA Draft Transition Plan Report

With input from the TOWN, CONSULTANT will prepare a draft plan that will include the following sections:

- ▶ Introduction;
- ▶ Name and contact information for ADA Coordinator;
- ▶ ADA Policy Statement;
- ▶ ADA Grievance Process;
- ▶ Name and contact information for staff member responsible for ADA Transition Plan Execution;
- ▶ Summary of public input (gathered by CLIENT);
- ▶ Summary of programs, activities, and website evaluated by CONSULTANT;
- ▶ Summary of vertical facilities inspected by CONSULTANT;
- ▶ Summary of the pedestrian facilities inspected by CONSULTANT;
- ▶ A CLIENT provided summary of review of existing policies and practices;
- ▶ An improvement schedule for corrective measures and expected costs for remediation for pedestrian facilities;
- ▶ An implementation schedule section including additional public input methods and progress monitoring;
- ▶ Appendices for collected and any additional supplemental information necessary.

Task 7 – Board Presentation and Opportunity for Public Review

CONSULTANT and CLIENT will advertise and conduct a public meeting (Board Presentation) to solicit feedback from the public on the plan.

Task 8 – Revise and Finalize Plan

The draft plan will be revised to incorporate CLIENT approved changes suggested by the public and the plan will be finalized.

*Deliverable: As stated above, the CLIENT has access to all data (in Appendices). The report is to be submitted electronically as a PDF.

Also, per request by the CLIENT, the GIS database is to be submitted per the data gathered for the Sidewalk and Curb Ramps.

C. Additional Services

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule available upon request.

D. Client Responsibilities

During the performance of the CONSULTANT's services under this AGREEMENT, the CLIENT will:

- ▶ Provide all available information pertinent to the PROJECT, including any GIS information, reports, maps, drawings, and any other data relative to the PROJECT. This may include inventory of public facilities, historical complaints of ADA issues as well as inventories and floor plans;
- ▶ Examine all proposals, reports, sketches, estimates and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the CONSULTANT;
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT;
- ▶ Handle matters requiring an attorney at law;

Any changes to the alternatives or PROJECT requirements after CONSULTANT begins the work may require additional fees.

E. Compensation for Services

CONSULTANT proposes to provide the following Scope of Services previously outlined on a Lump Sum Fee basis as described in the table below plus reimbursable expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task	Task Description	Cost
Task 1	Consulting Services	\$ 7,000
Task 2	Public Input (CLIENT Responsibility)	\$ 0
Task 3	Facilities Inventory and Assessment for 5 Sites	\$ 3,250
Task 4	Assessment for 40 Curb Ramps and Associated Sidewalks	\$ 2,600
Task 5	Prepare Inventory for Report	\$ 6,500
Task 6	ADA Draft Transition Plan Report	\$ 4,500
Task 7	Board/Staff Presentation	\$ 2,000
Task 8	Plan Revisions and Final Report	\$ 1,500
Lump Sum Total		\$ 27,350

- ▶ CONSULTANT may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the CLIENT;
- ▶ The Lump Sum includes compensation for CONSULTANT's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.;
- ▶ The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services completed during the billing period.

F. Standard Terms and Conditions

CONSULTANT has included a copy of its Standard Terms and Conditions (Exhibit I) with this agreement and by incorporation makes them a contractual obligation along with the scope of this letter agreement.

G. Timeline for Services

CONSULTANT will begin services immediately upon receipt of signed contract and is to complete the work by the end of the June 2023.

H. Acceptance

WithersRavenel

TOWN OF ERWIN

CORPORATION/PARTNERSHIP

Ted Kallam

Ted Kallam, P.E.
Project Manager

2/21/23

Date

By: _____

Title: _____

Date: _____

BK Pugh

B. Keith Pugh, P.E.
Client Success Manager

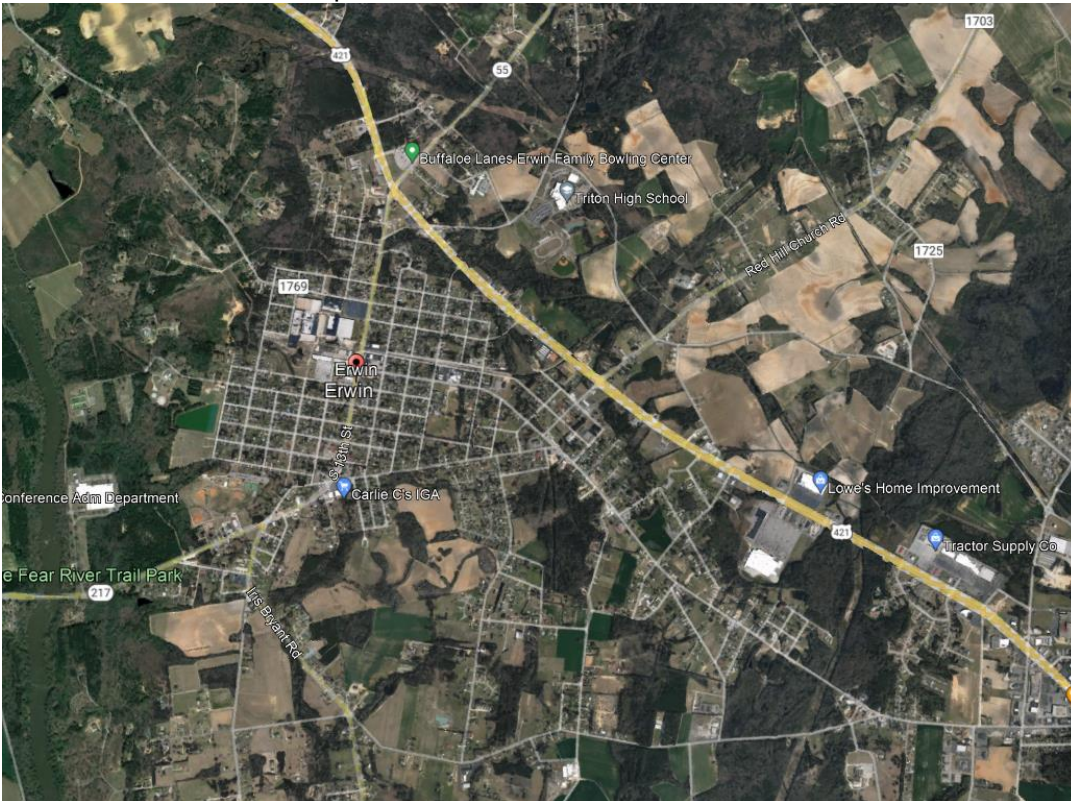
2/21/23

Date

Attachments:

Exhibit I – Standard Terms and Conditions

Exhibit II – Fee & Expense Schedule



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 27, 2023

Subject: Erwin Community Building

We received a cost estimate for the project at the Erwin Community Building. The estimated project cost is \$127,000. We probably need to look at some adjustments to the scope of work or move forward with the project. The grant we received was \$100,000 and we have already spent some of the funds on plans for the building.

Attachments:

- Quote from Butler Homes



Released by Steven Eisenberg on Jan 24, 2023
Fuquay Varina, N

Released

Phone: 9196166902

BUTLER HOMES

Town of Erwin
Job Address:
100 W. F St.
Erwin, NC 28339

Print Date: 2-21-2023

Proposal for 100 W. F St. - Community Center Bathroom

At Butler Homes, putting clients first is our #1 goal.

Items	Description
Permits:	Permits applications and fees for project & inspections.
Dumpster:	Dumpster rental and construction debris disposal.
Demo:	Site Protection and demo and disposal of existing bathroom floors, walls, and ceilings to accommodate new bathroom layout.
Plumbing:	Labor & Materials - Plumbing: Demo of existing water lines and toilets to accommodate new layout. Installation of new plumbing fixtures according to drawings and one new bottle filling station and water fountain in the lobby area.
HVAC:	Labor and Materials - Bath Fan Upgrade: Installation of new exhaust fan and vent to exterior of home. Connection of supply and returns to both bathrooms.
Electrical:	Labor and Materials - Electrical: Demo of electrical as needed to accommodate new layout. Installation of power and new exhaust fan. Installation of new outlets per code. Install of new LED light fixture in both bathrooms and in lobby. Installation of all emergency lighting and devices in bathrooms and lobby.
Floor Tile:	Labor and Installation Materials - Tile: Installation of client selected floor tile for the bathroom floor only. Tile price is not included.
Block Walls:	Relocation of masonry walls to match drawings provided. Installation of metal door frames and doors into masonry walls.
Acoustical Ceiling:	Provide and installation of new acoustical ceiling grid and tiles for both bathrooms and lobby area.
Vanities:	Vanities: Installation of two new ADA vanities in in new locations according to drawings provided.

Countertops:	Countertops: Measure and installation of client selected level two solid surface countertops and four sink four new vanity.
Bathroom Panels, Doors, and Accessories:	Labor and Materials - Partitions and Doors: Installation of new solid plastic bathroom paneling and doors to match drawings provided. All hardware will be stainless steel. Installation of new paper towel, soap dispensers, mirrors, and paper roll holders for each bathroom.
Painting:	Labor and Materials - Painting: Prep and paint all block walls in bathroom and lobby. Client is to select colors and provide Sherwin William numbers to contractor.
Cleaning	Project Cleaning: Project construction and final cleaning.
Project Admin:	Project administrative cost, general liability insurance, and other project specific needs. Project management and contractor coordination throughout entire build.

Total Price: \$137,604.60

Prices reflect current industry standards and based on the approved drawings. The cost above do not include finishes selected by client. Only labor and build materials cost have been included. This is a construction estimate and subject to change based on unforeseen or things outside our contractor's control.

Prices are subject to change based on client's final design layout, project specific requirements, or unforeseen circumstances.

Payments to be distributed as listed below.

- 10% of the estimated total project cost will be collected, as the deposit, upon approval of this contract of intent and applied to final project total cost. Once the deposit has been paid we will begin scheduling the project. Final material selections will be made prior to construction beginning. We will then work with the client to include all details for their project including material selections.
- Payment schedule will be developed between client and contractor.

Your project will be scheduled once you have approved this agreement and initial deposit has been paid. Deposits can be paid with ACH or check mailed to 318 E Vance St Fuquay Varina, NC 27526

If the client decides not to proceed after the initial contract has been signed and deposit has been paid, the deposit will not be refunded.

Approval Deadline: Mar 31, 2023

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 27, 2023

Subject: Contract for Janitorial Services

We have been trying to find someone to handle our janitorial services at Town Hall. The contractor that we were using is no longer interested in staying with the Town. We have spoken to a few firms that were way out of our budget. Our budget is \$500/month. We have a proposal for a company to come two times a week for \$885/month and complete more duties compared to our previous contractor. I feel like this is the best price we are going to get for this service.

PONY XPRESS CLEAN JANITORIAL SYSTEMS



03/03/2023

Town of Erwin
Snow Bowden
910-897-5140

Pony Xpress Clean Janitorial Systems appreciates and respects the opportunity to provide a proposal for your buildings cleaning and janitorial needs. We realize that you have many options with respect for your janitorial provider and understand the time and hassle to make the right choice. With a combined over 30 years of experience from our management team, using top of the line cleaning products, along with the true value **PXC** places on its customers we feel the right choice for you is **PXC**.

As a local provider of janitorial services, **Pony Xpress Clean Janitorial Systems** is well suited to manage all of your facilities cleaning needs. We believe our management support and follow up system with our customers allows us to always be ahead of the game and be pro - active to your needs.

PXC. Do you expect professional, well trained, reliable cleaners and management?

PXC. Do you expect that the industry's leading equipment and cleaning products be used in your facility?

PXC. Do you feel it's important to have all staff background checked and insured?

If you answer "YES", **Pony Xpress Clean Janitorial Systems** is the perfect partner for your organization.

Please find enclosed a customized quote based on the work schedule that was built from the information from our meeting together. As you review the cleaning specifications, features and benefits which **PXC** offers, please do not hesitate to contact me with any questions you may have or any changes that you would like.

Client satisfaction is what drives **PXC** to be successful and retain our great customer base that we have built in a short amount of time, and it is our desire to add you to our list of satisfied happy customers.

Respectfully Submitted,

Brian Mack
President
919-633-3591
919-330-4070
Ponyxpressclean@gmail.com
WWW.PXCJANITORIALSYSTEMS.COM

PXC uses state of the art national background checking services. Some of the items we check include:

NATIONAL Criminal Background

- Felonies
- Excessive Misdemeanors
- Social Security Verification
- Residential Background



It is important to us at **PXC** that our clients feel safe and confident in the staffing we provide.

Everyone who comes through your door for any job is Bonded and Insured for your protection.

PONY XPRESS CLEAN JANITORIAL SYSTEMS IS A PROUD MEMBER OF



PXC EQUIPMENT



Team Cleaning is the right way to clean. This environmentally friendly program incorporates Pro Team backpack vacuums in a way that has proven to be an extremely effective way to clean and to slash costs, and is another way **PXC** and its partners have joined resources to educate cleaning industry professionals and their clients on **BETTER** ways to operate.

- Utilizes a unique 4 stage HEPA filtration system which captures 99.9% of all particles 1 micron or larger.
 - 43% more effective than traditional systems most commonly used.
-
-



Professional Grade Cleaning Chemicals

All Purpose Cleaner

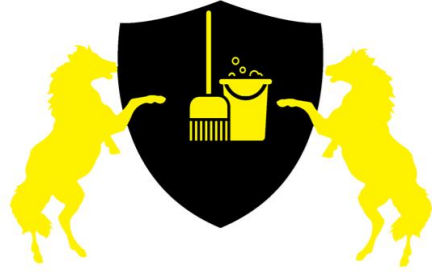
Rest Room Cleaner

No Film Floor Cleaner

Hospital Grade Disinfectant



**PONY XPRESS CLEAN
JANITORIAL SYSTEMS**



www.pxcjanitorialsystems.com



PXC JANITORIAL SYSTEMS CUSTOMIZED WORK SCHEDULE FOR: Town of Erwin

Category/Service Schedule

How often?

General Cleaning Office, Common Areas: Cleaned 2 X Week

Damp wipe and sanitize all horizontal surfaces
Clean entrance and partition glass, remove smudges
Dust and clean fixtures
Spot clean doors, frames, walls, and switches
Empty wastepaper and trash containers
Clean and sanitize drinking fountains/coolers

Carpet and Hard Floor Surface Maintenance Entire Facility: Cleaned 2 X Week

Vacuum walk – off mats
Vacuum carpeted areas
Detail vacuuming including edges and corners
Dust mop all hard surface floor areas
Thorough heavy damp mop all hard floors

Kitchen / Break Area: Cleaned 2 X Week

Clean and disinfect kitchen counters and tables
Clean kitchen sink (if empty)
Clean and disinfect exterior of appliances
Clean microwaves inside and outside
Restock kitchen paper and soap products

Restrooms: Cleaned 2 X Week

Clean and polish restroom dispensers and fixtures
Clean and disinfect sinks, toilets, and urinals
Spot clean tile walls and toilet partitions
Wash restroom floors with germicidal cleaner
Clean and polish restroom metal and mirrors
Restock restroom paper and soap products
Clean and sanitize sanitary napkin dispensers

Detail Dusting: Cleaned 1 X Monthly

Dust high & low in corners for cobwebs
Dust all Venetian blinds
Dust ceiling vents, light fixtures, and picture frames
Dust ledges and windowsills

SPECIAL FLOOR CARE SERVICES PROVIDED BY PXC UPON REQUEST ALACART

Scrub & Recoat Floors --\$ 30 cents (per sq. ft.)

Strip & Refinish Floors--\$ 50 cents (per sq. ft.)

Hot Water Extract Carpets--\$ 35 cents (per sq. ft.)

Scrub Tile and Grout --\$ 30 cents (per sq. ft.)

Buff Floors--\$ 10 cents (per sq. ft.)

Clean Exterior Windows-- \$ 20 cents (per sq. ft.)

Additional Duties: Any of the “Special Floor Care Services” listed above will be performed upon the customer’s request and billed separately.

Special Provisions (chemical / equipment):

1. **PXC** will provide and use all our own commercial grade equipment and chemicals for each clean.
2. Professional Dress Code is required for **PXC** cleaning staff.

Consumables to be provided by customer unless noted or specified here.

Trash Liners
Hand Soap
Toilet Tissue
Paper Towels

Recycle Bins to be emptied..... X Yes NO

Closing Instructions:

Walk facility to inspect and ensure high quality clean
Clean and organize janitor closet
Turn off lights as instructed
Lock doors and windows as instructed
Set alarms as instructed

Maintenance Agreement Prepared by PXC JANITORIAL SYSTEMS For: Town of Erwin

The Undersigned herein known as Town of Erwin accepts the proposal of Pony Xpress Clean Janitorial Systems

Terms: 2 Full clean per week **PXC Janitorial Systems** Monthly Charge will be: \$885.00

\$885.00 per month (plus applicable tax), to include > 2 < time(s) per week Full service, as stated in Category/Cleaning Schedule above. (Includes Pony Xpress providing all cleaning chemicals and equipment.)

Terms: 3 Full clean per week **PXC Janitorial Systems** Monthly Charge will be: \$1075.00

\$1075.00 per month (plus applicable tax), to include > 3 < time(s) per week Full service, as stated in Category/Cleaning Schedule above. (Includes Pony Xpress providing all cleaning chemicals and equipment.)

1. All nightly services will be performed as listed and scheduled per this agreement with the exception of the legal holidays listed here: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no rebate of contract price for a holiday.
2. **CUSTOMER** acknowledges access to facility by customer employees following service, as in the case of a "three shifts" or "twenty-four hour" facility, wherein areas are soiled by said employees, shall not constitute a material deficiency of specifications.
3. **PXC** will supply all electric equipment and cleaning chemicals necessary to fulfill the terms of this agreement unless indicated to the contrary above.
4. **PXC** will perform all tasks as required under the terms of this Agreement, unless circumstances caused by an act of God, strike, war, or other conditions beyond the control of **PXC** occur that prevent scheduled tasks from being completed in a safe and proper manner.
5. **CUSTOMER** shall supply bin liners, hand soap, hand towels, and toilet tissue at **CUSTOMER'S** sole expense. **PXC** will supply cleaning products necessary to fulfill the terms of this Agreement at **PXC** sole expense.
6. The term of this Agreement shall be for twelve (12) months beginning on the date services are to start at the location listed in this agreement and automatically renew for an additional one-year period upon each anniversary date unless either party shall notify the other party in writing prior to at least sixty days (60) of the anniversary date of its election not to renew for the additional one (1) year period. In that event, this agreement shall expire on the anniversary date of the then current twelve (12) month period and shall be of no force and effect thereafter. Pricing is subject to an annual 3% increase upon review at anniversary date.
7. If a party to this cleaning contract fails to perform material specifications ("the non-performing party"), the party claiming non-performance (the claiming party) will send the non-performing party written notice by certified mail, specifying and listing the precise manner of material non-performance. This notice will provide that the non-performing party will have (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this Fifteen (15) day period, the claiming party may then terminate this Agreement by sending the non-performing party a Thirty (30) day notice of termination. Because response to potential deficiencies is vital to maintaining the Agreement, **CUSTOMER** acknowledges that Electronic Mail be used to communicate any issues. Notification not in absolute compliance with the aforementioned method of communication shall not be recognized as valid notification of deficiency or termination. The preferred email address is ponyexpressclean@gmail.com During the term of this Agreement or in the event of termination for any cause, **CUSTOMER** shall not directly or indirectly solicit to perform services, act as an independent contractor, hire as an employee or enter into any business relationship with any of **PXC** employees, subcontractors, or other authorized representatives of **PXC** for a period of **TWENTY FOUR** (24) months.
8. **CUSTOMER** agrees to work in good faith to meet and inspect with **PXC** Management should material deficiencies arise.
9. **CUSTOMER** recognizes that, from time to time, at its sole discretion, **PXC** may change cleaning staff.
10. **PXC** shall not be responsible for wear and tear, dilapidation or poor previous upkeep of any or all parts of **CUSTOMER** facility.
11. Upon acceptance of the terms of this Agreement and written signature approval by both sides, a start date for services to begin shall be agreed upon by both **CUSTOMER** and **PXC**. **CUSTOMER** agrees to pay the total minimum sum per month as listed.

PONY XPRESS CLEAN JANITORIAL SYSTEMS AGREEMENT SIGNATURE PAGE

Town of Erwin:

AUTHORIZED SIGNATURE: _____ **DATE:** _____ **Requested Start Date:** _____

PRINT NAME: _____

Pony Xpress Clean Janitorial Systems:

AUTHORIZED SIGNATURE: _____ **DATE:** _____

AGREEMENT COMMENCEMENT: _____ **OF** _____, **20** _____.



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 27, 2023

Subject: West K Street

I just wanted to make you all aware that we are trying to get bids for a project located off of West K Street. This is a large washout that needs to be addressed before the road is washed out. This is very similar to the issue upstream off of West J Street that the North Carolina Department of Transportation is fixing. We are working on getting multiple quotes and a signed easement from the property owner at the moment.



TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339
Ph: 910-897-5140 • Fax: 910-897-5543
www.erwin-nc.org

Mayor
Randy L. Baker
Mayor Pro Tem
Ricky W. Blackmon
Commissioners
Alvester L. McKoy
Timothy D. Marbell
Charles L. Byrd
David L. Nelson
William R. Turnage

TOWN OF ERWIN BOARD OF COMMISSIONERS PROCLAMATION OF APPRECIATION FOR THE MEDICAID EXPANSION TO CLOSE THE HEALTH INSURANCE GAP

WHEREAS, healthy citizens and access to affordable health care are key to the Harnett County economy;

WHEREAS, closing the health insurance coverage gap will extend insurance to approximately 8,302 uninsured individuals in Harnett County and close the gap for more than 600,000 across the state;

WHEREAS, closing the health insurance coverage gap will drive \$51,000,000 in new business and healthcare activity in Harnett County, generate \$1,455,900 in new county revenue, and create 344 new jobs;

WHEREAS, closing the health insurance coverage gap will provide access to behavioral health care to address the opioid epidemic as reflected by 37 deaths and 134 emergency department visits related to opioid addiction in 2019, and offset the hospitalization costs of the \$555,826 that Harnett County spent on inmate health;

WHEREAS, federal funding from taxes that North Carolinians have already paid will cover 90% of costs for states closing the health insurance coverage gap to citizens who need access to affordable health insurance;

WHEREAS, In Medicaid expansion states, the uninsured rate for opioid-related hospitalizations plummeted by 79 percent, from 13.4 percent in 2013 (the year before expansion implementation) to 2.9 percent in 2015.

THEREFORE, BE IT RESOLVED THAT The Town of Erwin Board of Commissioners gives appreciation to the North Carolina General Assembly for closing the health insurance coverage gap in North Carolina with Medicaid Expansion.

This Proclamation shall be effective on and after its passage and shall be shared with the members of Harnett County's General Assembly delegation.

PROCLAIMED this 6th day of April 2023.

ATTEST:

Randy Baker, Mayor

Lauren Evans, Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 27, 2023

Subject: SU-2023-001

We will have a public hearing at our April Town Board meeting for a Special Use Permit Application that has been submitted for the parcel at 413 East Jackson BLVD. The applicant is seeking a permit to operate a manufactured home retail center. The site would have outdoor storage of manufactured homes as well if granted approval. The public hearing will be a quasi-judicial hearing so we do not need to get into any discussion about this request or have any preformed opinions. I am just making you all aware of something that will be on the agenda next week.