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# PROPOSAL AND SCOPE OF SERVICES PAVEMENT CONDITION ASSESSMENT

Town of Oriental, North Carolina

WAYN 1730

Prepared For:

Diane Miller, Town Manager  
Town of Oriental  
507 Church Street  
Oriental, NC 28571  
252-249-0555  
manager@townoforiental

March 4, 2026

Prepared By:

David W. Hyder, Engineering Director  
J.M. Teague Engineering & Planning  
[david@jmteagueengineering.com](mailto:david@jmteagueengineering.com)  
828.456.8383

## CLIENT AND ENGINEER PROFESSIONAL SERVICES AGREEMENT

This agreement is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by  
and between:

**ENGINEER:**

**CLIENT:**

Firm: J.M. Teague Engineering, PLLC  
Address 1 1155 N. Main St  
Address 2 Waynesville, NC 28786  
Phone: 828.456.8383  
Name: David W. Hyder, PE  
Title: Engineering Director

Company: Town of Oriental  
Address 1 507 Church Street  
Address 2 Oriental, NC 28571  
Phone: 252.249.0555  
Name: Diane Miller  
Title: Town Manager

(SEAL)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*I accept the terms of this agreement*

JMTE – WAYN 1730 Pavement Condition Assessment, Town of oriental, North Carolina

In addition to the matters set forth herein, our Agreement shall include and shall be subject to the Standard Provisions, which are attached hereto and incorporated herein. If you concur and wish us to proceed with services described in the Agreement, please return a signed copy of this Agreement executed by a properly authorized individual in the space provided above.

The parties acknowledge and agree that the initial lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page of this Agreement.

## Project Background and Understanding:

J.M. Teague Engineering and Planning (JMTE) understands that the Town of Oriental, North Carolina, is requesting a proposal outlining a scope of services for a detailed pavement condition assessment of all Town-owned public roadways within the Oriental Town Limits - approximately 14 miles of roadway.

## Scope of Work:

Before beginning work, JMTE will call the Town of Oriental (Town) representatives to discuss the full extent of the project and to refine the project scope to ensure a clear understanding of the Town's needs. During this call, previous pavement data and any unique aspects of the project will be discussed. A communication plan and timeline will be developed to ensure that all project deadlines are achieved.

Following this phone call meeting, a customized data collection plan will be developed to ensure that the comprehensive roadway review meets all Town expectations. Any existing centerline data and *SHP* files will be used to develop a detailed GPS data dictionary to be used with Trimble hardware by the JMTE team during the field assessment.

Over a period of days, the JMTE team will perform a thorough pavement condition assessment. This assessment will be conducted in a similar manner as the standard North Carolina Department of Transportation (NCDOT) pavement condition assessment and will result in a Present Serviceability Rating (PSR) score for each segment of roadway. This rating will be based on eight (8) different factors: Pattern cracking (Alligator, Block, Reflective), Traverse cracking, Longitudinal Stress, Rutting, Raveling, Bleeding, Patching, and Ride-quality.



When a pavement distress is located and identified, the section of roadway will be photographed and the primary type of distress, its distress rating, and geospatial location will be recorded using Trimble hardware and a customized datasheet.

The primary and secondary road crossings and the directional side of the street will be used to further identify the location of the recorded distress. Each rated section of roadway will align with previous centerline and pavement condition data and each segment will begin and end at natural and logical points that can easily be replicated, such as intersections, bridges, utility features, or other obvious landmarks. The pavement distress data will be used to calculate a PSR for each segment of roadway.

Other details that the JMTE team will note during the assessment include utility cuts, speed humps/speed tables, drainage issues and other safety issues within the public right-of-way. All additional details will be recorded via geospatial location and be specific to side of road. JMTE

understands that these additional details will not affect the PSR calculation.

## Project Delivery

The final deliverables will depend on the final scope of the project. The Consultant will compile all PSR data into a final report and priority schedule that will identify the infrastructure condition by distress type and location. Considerations for paving priority will include calculated ratings and typical vehicle use. This report will provide the Town with recommended maintenance activities to strategically replace, perform maintenance on, or preserve pavements in a manner consistent with budgetary constraints, safety, and NCDOT (Powell Bill) compliance.

The Consultant will carefully consider the PSR ratings to calculate the current-year estimate and implementation strategy. The Consultant believes in the 3Rs of pavement maintenance: the Right treatment, on the Right road, and at the Right time will maximize the benefit of every paving dollar the Town spends.

Recommendations for Federal Highway Administration (FHWA) and NCDOT-approved asphalt maintenance activities will be cost-estimated by treatment type. These costs will be accompanied by a customized prioritization strategy for the implementation of ongoing pavement rehabilitation.

The assessment results - including location, condition score, photographs, special notes, and recommended treatment - will be presented to the Town in an engineering report (1 digital copy, 1 printed copy). All geospatial data developed during the assessment will be shared with the Town digitally as *SHP* files for use by Town staff.

## Quality Assurance and Quality Control

J.M. Teague Engineering & Planning recognizes that the disciplines of quality, health and safety, and environmental management are integral parts of its management function. The successful delivery of engineering, planning, or academy training projects involves having in place adopted quality assurance and control processes and procedures. These processes and procedures govern not only the health and safety of our employees and our environmental responsibility, but they also govern our best practices from project pursuit through project execution and measuring client satisfaction. J.M. Teague Engineering & Planning believes that our professional services and project deliverables must meet or exceed our Client's expectations, the first time every time, and reflect and advance our company's mission. We look forward to sharing and demonstrating our passion for quality with the Town of Oriental.

## Fee Structure

The estimated professional fees and invoice schedule for the stated work, including the engineering report, are shown below. Please provide an initial next to the requested tasks:

Tasks	Fee
• Notice to Proceed	\$ 0
• Data Collection & Field Work	\$ 7,400
• Sealed Report Delivered to the Client	\$ 7,400
<b>Total</b>	<b>\$ 14,800</b>

The Town may add the following optional work task at the fees stated below:

Optional Task	Fee
• Presentation(s) to staff, council, or other groups (each)	\$ 2,000

The estimate for this contract was developed using an approximation of person-hours required by J.M. Teague Engineering & Planning (JMTE). JMTE's professional fees scale is laid out in the table below. This table provides a list of positions within JMTE; however, not all positions will necessarily be utilized during the execution of this project contract. Occasionally, JMTE will shift project tasks among staff. This table is intended to provide transparency to our clients. If the Town of Oriental changes the project scope or its parameters at any time during the project, additional fees may be required. The client will be provided with a quote of anticipated fee changes before any additional work.

Table 1: Hourly Rates

JOB TITLE	HOURLY RATE
Principal Engineer	\$200
Engineering Director	\$170
Transportation Engineer	\$150
Transportation Planner / GIS Specialist	\$110
Sr. Engineering Technician	\$100
Engineering Technician	\$80
Administrative Staff	\$70

JMTE will submit invoices as tasks are completed. Invoices for additional work will be submitted regularly, usually monthly, to the client for services performed and expenses incurred the previous month. If the final product has not yet been delivered upon the invoice date, the invoice will reflect a percent complete, tasks complete, hours worked so far, or similar denotation. A final invoice will accompany the final product delivery and will be denoted as such. Payment of each invoice will be due within 30 days of receipt. Interest at the rate of 1.5% monthly will be added to accounts not paid within 30 days. If the client fails to make any payment due to JMTE for services and expenses within 45 days after JMTE's transmittal of its invoice, services may be suspended until all amounts are paid in full.

*The Engineer reserves the right to delay work or withhold work products for unpaid or outstanding invoices. Delays of this nature may cause substantial schedule slippage as work is re-prioritized.*

If this proposal is acceptable initial tasks requested, sign and date on page 2, and return to JMTE. Project delivery time will begin on the executed contract date. If work needs to begin before the contract execution, a written notice to proceed will suffice as an interim agreement until a contract can be formally executed. JMTE anticipates the completion of this project within 90 business days from notice to proceed.

The terms, fees, and conditions are valid for 90 business days from the date of this proposal.

## Additional Services

Upon request, several additional services can be added during the Town's pavement condition assessment (at additional cost):

- Inventory of existing curb and gutter along Town-owned roadways, curb and gutter condition ratings, including the extent of asphalt above the gutter by location for milling requirements before roadway resurfacing,
- 2026 Powell Bill Map, or
- Americans with Disabilities Act (ADA) Transition Plan.

## STANDARD PROVISIONS

### J.M. Teague Engineering, PLLC

(1) Engineer's Scope of Services: The undertaking of the Engineer to perform professional services extends only to those services specifically described in this Agreement. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services through individual arrangements and agreements.

(2) Client's Responsibilities: In addition to other responsibilities described herein or imposed by law, the Client may be required to:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide to the Engineer all previous studies, plans, or other documents pertaining to the project; Client's requirements and criteria; standards to be followed; and all new information reasonably necessary; upon all of which the Engineer may rely.

(c) Arrange for access to the site and other property and obtain approvals and permits required for the Engineer to provide its services.

(d) Review all documents or verbal reports presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

(e) Provide such overall feasibility services such as independent accounting, legal, insurance, and cost estimating as the client may require or the Engineer may reasonably request.

(f) Give prompt written notice to the Engineer whenever the Client becomes aware of any development that affects the scope and timing of the Engineer's services or any defect or noncompliance in any aspect of the project.

(g) Bear all costs incident to the responsibilities of the Client.

(3) Period of Services: This Agreement has been entered into in anticipation of conditions permitting continuous and orderly progress through the completion of the Engineer's services. Times for performance shall be extended to the extent necessary for delays due to circumstances the Engineer does not control. If such delay or suspension extends for more than one year (cumulatively), the rates of compensation provided for in the Agreement shall be renegotiated.

(4) Method of Payment: Compensation shall be paid to the Engineer in accordance with the following provisions:

(a) Invoices will be submitted on a regular basis, usually monthly, by the Engineer to the Client for services performed and expenses incurred the previous month. If the final product has not yet been delivered upon the invoicing date, the invoice will reflect a percent complete, tasks complete, hours worked so far, or similar denotation. A final invoice will accompany the final product delivery and will be denoted as such. Payment of each invoice will be due within 30 days of receipt. Interest at the rate of 1.5% monthly will be added to accounts not paid within 30 days. If the Client fails to make any payment due the Engineer for services and expenses within 45 days after the Engineer's transmittal of its invoice, the Engineer may suspend services until all amounts are paid in full.

(b) If the Client objects to any invoice, it must advise the Engineer in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections shall be waived, and the invoice shall conclusively be deemed due and owing.

(c) If the Engineer initiates legal proceedings to collect payment for services, it may recover in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.

(5) Use of Documents: All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client or any partial use or reuse without written authorization or adaptation by the Engineer will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify, defend and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer. Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types furnished by Engineer to Client are only for convenience of Client.

Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Client, after receiving electronic files, agrees to perform acceptance tests or procedures within 60 days, after which the Client shall be deemed to have accepted the data. Any errors detected within the 60-day acceptance period will be corrected by the Engineer. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by Client. When transferring documents in electronic media format, Engineer makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by Engineer at the beginning of this Project. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

(6) Opinions of Cost: Because the Engineer does not control the cost of labor, materials, equipment, services furnished by others, methods of determining prices, competitive bidding or market conditions, any opinion rendered as to costs shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator.

Client Initials: \_\_\_\_\_

(7) Extension: If applicable, the terms of this Agreement may be extended for a period of time equal to the original agreement time frame or any portion thereof. In order to execute an Agreement extension both parties must sign and date an "Agreement Extension Addendum" as provided by the Engineer. An Agreement extension beyond the original terms can also be re-negotiated via the execution of a modified Agreement.

(8) Termination: This agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Engineer as a result of such termination.

(9) Insurance: The Engineer is protected by professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request.

(10) Expenses of Litigation: If the Client or its contractors initiate legal proceedings against the Engineer, its contractors, or its subcontractors related to the Engineer's services, and such proceedings conclude with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to the proceedings by the Engineer's employees.

(11) Dispute Resolution: If and to the extent that Client and Engineer have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in an Exhibit attached to this Agreement. Client and Engineer agree to negotiate in good faith for a period of thirty days from date of notice of all disputes prior to exercising their rights under any Exhibit or under law.

(12) Hazardous Substances: It is understood and agreed that in seeking the professional services of the Engineer, the Client does not request the Engineer to undertake to perform any services, studies, or tests, or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. Therefore, the Engineer undertakes no such obligation, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer. If any hazardous substance or condition is observed or reasonably suspected by the Engineer, it shall have the right to cease all services until the hazardous substance or condition has been eliminated. The Engineer shall notify the Client of any such substance or condition of which the Engineer becomes aware, and the Client shall be solely responsible for its elimination.

(13) Assignment: Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except that the Engineer may retain sub-consultants as it deems appropriate.

(14) Confidentiality: The Client consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the performance of its services. If, however, any facts, data or information is specifically identified in writing by the Client as confidential, the Engineer shall use reasonable care to maintain the confidentiality of that material.

(15) Miscellaneous Provisions: This Agreement is to be governed by the laws of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the Engineer and the Client. Provided, however, that conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Engineer. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(16) Liability: In performing its professional services, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder, and it is agreed that the Engineer is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Engineer and the Engineer's officers, directors, employees, agents and sub-consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Engineer or the Engineer's officers, directors, employees, agents, or sub-consultants shall not exceed the total compensation received by the Engineer under this Agreement or \$5,000 whichever is greater. Under no circumstances shall the Engineer be liable for lost profits, consequential damages or for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor to perform work in accordance with the plans and specifications.

(17) Client consents to the use of their name, logo, and/or project photographs as part of the creation and distribution of marketing materials by Engineer. These said materials will be used solely for marketing, portfolio presentation, and advertising purposes. Client understands that said materials will be made available to potential clients, on the Engineer's company website, and for conference presentation purposes.

Client Initials: \_\_\_\_\_

**From:** Steve Lander  
**Sent:** Friday, December 12, 2025 3:31 PM  
**To:** Paul Jordan <[pjordan@townoforiental.com](mailto:pjordan@townoforiental.com)>  
**Subject:** Oriental PCS - Pavement Navigators Budget Number

Hi Paul,

It was great meeting with you yesterday at the preservation workshop. Per our discussion, I have worked up a budget number for providing the pavement condition survey (PCS), report, and a Council presentation. The budget numbers are as follows:

Task 1 - Pavement Condition Survey (PCS) & Report	\$13,900.00
Pavement Condition Survey (PCS)	\$9,000.00
Report	\$4,900.00
Task 2 - Council Presentation (Optional)	\$3,000.00
Total =	\$16,900.00

#### Deliverables

- PCS
  - Kickoff meeting
  - Field data collection
  - Developing a pavement condition index (PCI) for every road segment and the roadway network
- Report
  - Describes roadway conditions, procedures, methodologies, observations, trends, recommendations, and conclusions
- Project Deliverables
  - Report
  - Street Listings containing street inventory, distresses, PCI score, maintenance recommendations, and cost
  - Deliverables meeting presentation
  - GIS files containing all the collected information
- Council Presentation
  - Edit deliverable meeting slides for the Council presentation with assistance from Town staff
  - Attend one in-person Council meeting. (If I can do this online, it knocks off \$2,000)

If you have any questions about anything that we discussed or the information provided above, please do not hesitate to contact me. If you are okay with these numbers, I can put together a formal agreement upon your request. Thank you for considering Pavement Navigators for the Town's pavement management needs. We want your business!

Best Regards,

Steve



## Steve Lander, PE

Owner

(m) [336.215.5521](tel:336.215.5521)

(o) [336.975.8900](tel:336.975.8900)

[slander@pavementnavigators.com](mailto:slander@pavementnavigators.com)

[pavementnavigators.com](http://pavementnavigators.com)

### Experience:

- 22 years in pavement management:
  - 3 years with a local asphalt paving company
  - 19 years working with municipal and private clients
- Pavement condition surveys (PCS)
- Lifecycle modeling
- Contract document preparation
- Construction inspections
- Managed over 150 pavement condition surveys
- Delivered over 30 Council presentations
- Implements best management practices to extend the pavement lifecycle
- Offers a plan for broadening the maintenance toolbox that works
- Pavement management guidance