

Exhibit A – Task Order

32928.23 – Boiling Springs Park Master Plan

April 7, 2023

New Contract

Amendment

To: Town of Boiling Springs

Attention: Justin Longino

Email: justin.longino@boilingspringsnc.net

Phone: 704.434.2357

Bolton & Menk, Inc doing business as “ColeJenest & Stone” (“CJS”) is pleased to provide our proposal to the Town of Boiling Springs, North Carolina (herein after referred to as the “Client”) for master planning and landscape architecture services for the 28 +/- acre project study area located between East College Avenue and East Branch Avenue in Boiling Springs, North Carolina and as illustrated in Exhibit D. This proposal will be based around the Client’s interest in pursuing a Park Master Plan for the said project study area.

Assumptions/Notes

- I. Exhibit D illustrates the proposed project study area. The project study area is comprised of parcels with multiple owners, including public and private.
- II. Project duration for Park Master Planning is estimated to be six months.
- III. It is assumed a steering committee comprised of Town staff and Client-identified local stakeholders will be established under the direction of the Town to serve as a review board for guidance and critical decisions during the design process.

Scope of Services

- I. **Project Management & Meetings**
 - A. CJS will attend a Client organized tour of the project study area as illustrated in Exhibit D for interested consultant team members to review important constraints, opportunities, programming needs, areas of interest, etc. If possible, the tour of the study area will coincide with another site visit identified within this Scope of Services.
 - B. CJS will facilitate and participate in six (6) 1-hour virtual milestone meetings or conference calls with the Client throughout Park Master Planning, including a kick-off meeting. Milestone meetings may be used to present preliminary findings, discuss on-going action items, or obtain feedback on draft deliverables.
 - C. CJS will provide management and coordination of the project schedule and perform related project management and coordination throughout Park Master Planning. Routine coordination between milestone meetings or conference calls will occur via telephone, email, or interaction over a file share site or online whiteboard.
 - D. For budgeting purposes, CJS assumes a six-month period for Park Master Planning.
 - E. **Deliverables:**
 1. Tour of Project Study Area
 2. Milestone meetings (six total)

II. Public Engagement

- A. CJS will plan a balanced approach to hosting in-person events and meetings coupled with virtual engagement opportunities to gather community information, perceptions, ideas, and expectations for the project, discuss data and work to develop the goals and visions for the Park Master Plan. CJS proposes the process be led by a steering committee.
 1. **Community Workshop:** CJS will plan and lead an in-person, open-house style community workshop. The focus of this initial workshop will be to identify an overall vision for the Town's revitalized park space and to identify specific needs and issues that have arisen and where specific investments are desired for the future. This workshop will take place in conjunction with a planned Boiling Springs Land Use Plan workshop. CJS will develop and supply explanatory materials and limited in-person activities for the workshop and will staff the community workshop as needed to adequately facilitate the meeting. CJS will provide materials to the Client in advance of the community workshop as needed for public advertisement.
 2. **Steering Committee Meeting(s):** The Client will identify a collection of key stakeholders to include in a steering committee. Members of this committee may include Town departments, including maintenance and operations, the university, the school district, business organizations, community organizations, key landowners, or other groups identified by the Client. CJS will meet with the steering committee early in the process to discuss opportunities and constraints for the Park Master Plan. For budgeting purposes, CJS will identify two steering committee meetings at critical points throughout the project. These meetings will be virtual.
 3. **Virtual Engagement:** CJS will develop and supply explanatory materials and virtual activities that can be placed onto a project website by the Client. These materials will inform visitors about the process and act as virtual equivalents to the activities available at the in-person Community Workshop. CJS will assist with one traditional online survey. This online engagement will be made available for several weeks and is expected to debut before or at the same time as the Community Workshop and in conjunction with planned Boiling Springs Land Use Plan engagement.
 4. **Deliverables:**
 1. Community Workshop (one)
 2. Steering Committee Meetings (two)
 3. Online Survey
 4. Exhibits for Engagement

III. Project Discovery – Data, Inventory + Analysis

- A. CJS will meet with the Client to discuss and establish project goals, schedule, and gather pertinent information including a steering committee/stakeholder contact list. This meeting will occur in a monthly virtual milestone meeting as outlined in Task I.
- B. CJS will conduct town-related project due diligence based on the intended purpose of the project as follows:
 1. CJS will coordinate a baseline data exchange with the Client to obtain GIS data, resource documents, growth forecasts, economic data, stakeholder contact lists, development data, etc. identified as important to the Park Master Planning process. Data will be exchanged via a file share site or hard drive disk. CJS will rely on this information for its inventory and analysis to support recommendations in subsequent phases of the park master planning process.
 2. CJS will review Client-supplied site data (comprehensive plans, area plans, master plans, environmental studies, traffic studies, and other pertinent reports, etc.) as available.
 3. Research jurisdictional codes, maps, and plans as they relate to:
 1. Zoning local
 2. Current and Future Land Use
 3. Transportation (NCDOT and Local)
 4. Environmental Conditions

5. Physical Conditions
6. Water & Sanitary Sewer Service
7. Stormwater Drainage

C. Deliverables:

1. Existing Conditions Map

IV. Develop and Present Park Master Plan

- A. CJS will prepare up to two Conceptual Site Plans based on an understanding of the community's vision, programming needs, current opportunities, and constraints, in addition to synthesizing data and feedback received throughout the Master Planning process. These plans will be high-level and informal in nature for review with the Client and Client-designated steering committee. Plans may include:
 1. Concept including all proposed parcels illustrated in Exhibit D.
 2. Concept excluding private parcels illustrated in Exhibit D.
- B. CJS will virtually present the Conceptual Site Plan(s) to the Client and Client-designated steering committee for one round of feedback. This meeting will occur in a bi-monthly virtual milestone meeting as outlined in Task I.
- C. CJS will revise the Conceptual Site Plan(s) based on feedback received from the Client and Client-designated steering committee and prepare a Final Park Master Plan.
- D. CJS will provide a rough order of magnitude (ROM) cost for an agreed upon number of priority projects. This will be a high-level estimate based on proposed park elements.
- E. CJS will deliver the Final Park Master Plan to staff for presentation to Council and the public. Final graphics will be prepared using InDesign and will be approachable for the public and staff to digest and work towards implementing.
- F. Deliverables:
 1. Conceptual Park Site Plans (up to 2 concepts)
 2. Final Park Master Plan (illustrative site plan)
 3. Rough order of magnitude (ROM) cost outline

V. Exclusions/Additional Services

- A. Rezoning, administrative amendment or variance preparation, submittals, or consulting.
- B. Survey services (mapping, preparation of plats, as-builts, etc.).
- C. Geotechnical investigation or Environmental Analysis
- D. Architectural, structural, electrical, mechanical, or plumbing (including gas) design services.
- E. Transportation impact studies.
- F. Wetland coordination, delineation or permitting.
- G. Changes to Site Plan or building footprints following approval of the Conceptual Master Plan and Preliminary Engineering Plans that results in increased complexity or requiring re-work of plans.
- H. Public street or transportation improvements (turn/deceleration lanes, widenings, curb and drainage, signalization, etc.).
- I. Off-site utility improvements (stormwater drainage, water distribution, sanitary sewer, etc.).
- J. Retaining wall design and permitting (to be prepared by structural engineer).
- K. Temporary or permanent site shoring or dewatering design.
- L. Stormwater drainage or sanitary sewer pump station design and permitting.
- M. Global/regional drainage studies beyond the project limits, including flood studies.
- N. Site lighting design, including preparation of photometric plans.
- O. Irrigation design.
- P. Fountain or water feature design and coordination.
- Q. Green roof or amenity deck over structure or other related design.
- R. Design/detail of parking areas/circulation within the building footprints or parking deck.
- S. Preparation of cost estimates or quantity take-offs, not specifically described in the Scope of Services.
- T. Stormwater fee credit applications.

- U. Preparation and permitting of phased construction plans not specifically described in the Scope of Services.
- V. Digital 3-D Models or Perspectives
- W. Express permit review processes requiring designer attendance at review session.
- X. LEED or other green building related coordination and certification submittals.
- Y. Preparation and execution of Lender Agreements (engineer's consent/certification, etc.).
- Z. Other Client-directed services not specifically described in the Scope of Services.

The above-described services are not included under this agreement. Should these services be required in the future, a Task Order amendment may be prepared to cover the additional scope of work and associated fee.

VI. Fee Summary

Task	Phase	Fee Type	Fee
I.	Project Management & Meetings	Lump Sum	\$4,575
II.	Public Engagement	Lump Sum	\$10,175
III.	Project Discovery – Data, Inventory + Analysis	Lump Sum	\$5,550
IV.	Develop and Present Park Master Plan	Lump Sum	\$15,500
V.	Exclusions / Additional Services	Hourly	

Fees valid for 30 days of proposal date.

VII. Signature

By signature below, Client confirms acceptance of the above-described Scope of Services and fee.

Subject to the Terms and Conditions and Hourly and Reimbursable Expense Rates included in the attached Professional Services Agreement.

Town of Boiling Springs

By:

Print:

Title:

Date:

Subject to the Terms and Conditions and Hourly and Reimbursable Expense Rates of the original Agreement dated.

Bolton & Menk, Inc., d/b/a ColeJenest & Stone

By:

Print: Paul Kunze

Title: Project Manager

Date: