

Exhibit A
TASK ORDER NO. 2

This Task Order is made as of this **21th** day of **January 2020**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **August 20th, 2019** (the Agreement), between the City of Garden City, Kansas (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide the client landscape architectural, engineering, architectural, and aquatics design services to properly bid and install the new Garden City Aquatics facility. This agreement is based upon the site plan option C identified in the Garden City Aquatics Master Plan and includes the approved alternates for a ninja course and fly-high slide. Project budget identified in master plan for the improvements are estimated at \$9,754,475.00. Improvements are limited to the existing "Big Pool" site, parking lot and are limited to exterior improvements and existing bath house with the addition of a concessions and administration building structure only. Should the scope utilizing the existing bath house or pool amenities change, Confluence reserves the right to adjust the fees to account for additional scope.

ARTICLE 1 – DESIGN TEAM

CONFLUENCE will subcontract with the following sub consultants to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services: Civil Engineer: Kirkham Michael; Architect: BRS Architects; Aquatic Engineer: Water Technology, Inc.

ARTICLE 2 – SCOPE OF SERVICES

TASK 1 | Schematic Design

1.1 Kick-Off Meeting

Confluence will conduct a kick-off meeting to review schedule and deliverables with Garden City staff and the entire Design Team.

1.2 Schematic Design Plans

Based on the approved Master Plan concept the design team will develop, at a minimum the following Schematic Design Plans and Drawings:

- Updated Site Plan
- Drop-off area enlargement
- Preliminary furnishings plans
- Initial lighting concept
- Theming boards
- Confirm Aquatic Program and Capacities and Mechanical Program
- Develop Water Rides, Activities and Features
- Define Pool Zones, Depths and Turnover Rates
- Develop Pool Wall Profile Options
- Select Preliminary Mechanical Equipment
- Identify pool filtration, heating and lighting methodologies
- Develop Preliminary Mechanical Equipment Layout
- Develop Aquatic Drawings – Plans/Sections/Details
- Develop Preliminary Utility Requirements
- Conceptual landscape approach
- Remodel of existing Bath House and new Concessions, Office and Lifeguard Space

1.3 Estimation of Probable Construction Costs

The Design Team will complete an Estimation of Probable Construction Costs for the planned improvements based on the Schematic Design Plans.

1.4 Presentation of Schematic Design

Upon completion of the Schematic Design Phase the Design Team will present the recommendations to the Garden City Staff and Board for review and comment.

Meetings:

We anticipate that two in person client/team meetings/presentations and an initial public input meeting will be required for the Schematic Design Phase.

TASK 2 | Design Development

2.1 Design Development Drawings

The plans will be CAD generated drawings at an appropriate scale, using the base maps developed in Task 1 of the Schematic Design Phase. At a minimum, Confluence will provide the following design development plans and support documentation:

- Overall Site Plan showing the planned improvements and their location as well as Sheet Index outlining the coverage of each plan enlargement.
- Demolition, Site Clearing and Grubbing Plan
- Parking Lot Plan
- Key Area Enlargements including:
 - Drop-off Entry
 - Deck areas as necessary to fully communicate design
- Tree Protection Plan
- Site Grading
- Site Furnishings Plan (benches, bike racks, trash receptacles, etc.)
- Electrical / Site Lighting Plans
- Water Service Lines
- Sanitary Sewer Plans
- Preliminary Planting Plan
- Architectural Plans
 - Renovation of existing Bath House (BIM model illustrating plan and elevations)
 - New Concessions, Office and Lifeguard Space (BIM model illustrating plan and elevations)
 - Interior and exterior materials palette
 - Outline technical specifications
 - MEP engineering associated with architectural elements
 - Structural engineering associated with architectural elements
 - FF&E Budgeting (loose furnishings and kitchen equipment)
- Aquatic Plans
 - Finalize Pool Wall Profile(s)
 - Shapes and Depths
 - Define Pool Specialty and Mechanical Equipment
 - Develop Pool Mechanical Equipment Layout
 - Develop Aquatic Drawings
 - Pool Plans, Sections, and Details
 - Pool Structural Design
 - Preliminary Pool Piping Plans, and Piping Details
 - Pool Mechanical Plans, Schedules, and Details

- Update Utility Requirements
- Develop Draft Specifications
- Conduct Inter-Disciplinary Review and Coordinate with other Consultants of the Client
- Verify Aquatic Design for Code Compliance
- Develop Preliminary Aquatic Construction Cost Opinion

2.2 Estimation of Probable Construction Costs

The Design Team will complete an Estimation of Probable Construction Costs for the planned improvements based on the Design Development Plans.

2.3 Technical Specifications

The Confluence Team will assemble a preliminary draft of the technical specifications for the work included in the design development documents.

2.4 Construction Procurement Method

The process of procuring construction services continues to evolve, with more and more projects trending away from the typical Design-Bid-Build format toward a Design-Build or Construction Manager format. Each process has its unique issues and benefits. If desired, our team can assist the City with defining the most appropriate method to utilize for this new facility. Making this decision early in the process is important as it has direct impacts to project team arrangement and project costs.

Meetings:

We anticipate that two in person client/team meetings during the Design Development Phase.

TASK 3 | Construction Documents

3.1 Construction Document Drawings

The plans will be CAD generated drawings at an appropriate scale. At a minimum, Confluence will provide the following Construction Document development plans and support documentation:

- Overall Site Plan showing the planned improvements and their location as well as Sheet Index outlining the coverage of each plan enlargement.
- Demolition, Site Clearing and Grubbing Plan
- Parking Lot Plan
- Key Area Enlargements including:
 - Drop-off Entry
 - Deck areas as necessary to fully communicate design
- Tree Protection Plan
- Site Grading
- Site Furnishings Plan (benches, bike racks, trash receptacles, etc.)
- Electrical / Site Lighting Plans
- Water Service Lines
- Sanitary Sewer Plans
- Preliminary Planting Plan
- Architectural Plans
 - Renovation of existing Bath House (BIM model illustrating plan and elevations)
 - New Concessions, Office and Lifeguard Space (BIM model illustrating plan and elevations)
 - Construction Details
 - MEP engineering associated with architectural elements
 - Structural engineering associated with architectural elements

- Aquatic Plans
 - Finalize Pool Equipment and Mechanical Equipment Schedules
 - Assemble Final Pool and Pool Mechanical Details
 - Generate Final Pipe Schedules and Piping Plans
 - Finalize Aquatic Drawings
 - Pool Plans, Sections, and Details
 - Pool Mechanical Plans, Schedules, and Details
 - Pool Piping Plans and Piping Details
 - Pool Structural Design
 - Pool Mechanical Schematics
 - Finalize Utility Requirements
 - Finalize Coordination with other Consultants of the Client
 - Perform Internal Quality Assurance Procedure
 - Address Questions and Comments from Permitting Agencies
 - Prepare and submit Swimming Pool review applications for local jurisdiction.

3.2 Technical Specifications

The Confluence Team will assemble technical specifications for the work included in the construction documents. The specifications will be incorporated into the project manual provided to bidding contractors.

3.3 90% Construction Document Plan / Cost Estimate Review

Confluence will assemble a 90% complete review set for the City of Garden City to review and comment on. In addition, an updated estimation of Probable Construction Costs will be completed based on the 90% complete documents.

3.3 Final Permits

Based on the Final Plans the Confluence Team will complete the applications for the various permits required for the project including: Land Disturbance Permit for both the City of Garden City and Kansas Department of Health & Environment (KDHE), submit plans to the City of Garden City for Building Permit the actual permit will be the responsibility of the Contractor).

Meetings:

We anticipate that two in person client/team meetings during the Construction Documents Phase.

TASK 4 | Bidding

4.1 Confluence will attend pre-bid conference scheduled by the City

The Confluence Team will attend a pre-bid conference scheduled by the City to provide a description of the work to be completed and answer any questions that may arise. In addition, the Confluence Team will respond to questions submitted by bidders during the bid period and provide clarification and direction as required.

4.2 Bid Review and Recommendation

Confluence will review the list of subcontractors and their bids and identify any concerns to the City. A coordinated effort between the City and Consultant will produce the best qualified contractors for the work to be executed.

The City and/or Confluence may reject any bidder they believe is of a concern to complete the work in a reasonable manner.

Meetings:

We anticipate one in person client/team meetings during the Bidding Phase.

TASK 5 | Construction Administration

5.1 Construction Kick-Off Meeting

The Confluence Team will attend a Construction Kick-off Meeting with the Design Team, City Representatives and the awarded Contractor. Confluence will attend bi-weekly construction progress meetings and observe construction operations as necessary.

5.2 Construction Administration/Observation

Confluence will Provide Construction Administration including:

- Log, review and approve/reject submittals and shop drawings.
- Prepare / respond to Requests for Additional Information (RFI), Architects Supplemental Instructions (ASI), Requests for Proposal (RFP) and other project correspondence as required
- Review Construction Materials Testing reports.
- Review and approve applications for payment.
- Coordinate with the City of Garden City on all Requests for Change Proposals, Change Orders, etc. including maintaining a log of all such documents
- Provide direction for questions and concerns from the contractor and City of Garden City Staff in resolution of project concerns or changes.

5.3 Construction Completion Inspections

Confluence will conduct Substantial Completion Inspection, create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

5.4 Project Close-Out

Confluence will obtain and review close out submittal from the contractor for completeness before transmitting to the City. Documents will include but not be limited to:

- Contractor's red lines and as-built notes
- Warranty information
- Material Safety Data Sheet (MSDS)
- Operating Manuals
- Start up and testing reports
- Review As-Built record drawings submitted by the Contractor
- Review As-Built Plans for public water and sewer
- Review of As-Built Drawings and O&M Manual completed by the Contractor to verify all field changes have been adequately documented.
- Confluence will issue Final-Completion and Acceptance letter to the City of Garden City recommending acceptance of the final completed project.

Meetings:

We anticipate 14 OAC meetings during the duration of construction. The following is a breakdown of meetings to be attended in person by sub-consultant:

- WTI – 6 in person meetings
- BRS – 6 in person meetings
- Kirkham Michael – 6 in person meetings

ARTICLE 3 – ADDITIONAL SERVICES

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Project Website / Social Media: Develop and manage a separate project website and project social media.
2. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner.

ARTICLE 4 – SCHEDULE

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner's input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 2 within approximately 16 months from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

ARTICLE 5 – FEES AND EXPENSES

1. We propose to perform the services described in Article 2: Scope of Services: Task One – Schematic Design | Confirmation, on a Lump Sum basis. The Lump Sum is One Hundred Seventy Thousand Dollars (\$170,000).
2. We propose to perform the services described in Article 2: Scope of Services: Task Two - Design Development, on a Lump Sum basis. The Lump Sum is Two Hundred Twenty-Eight Thousand, Five Hundred Dollars (\$228,500).
3. We propose to perform the services described in Article 2: Scope of Services: Task Three - Construction Documents, on a Lump Sum basis. The Lump Sum is Three Hundred Three Thousand, Two Hundred Fifty Dollars (\$303,250).
4. We propose to perform the services described in Article 2: Scope of Services: Task Four - Bidding, on a Lump Sum basis. The Lump Sum is Fourteen Thousand Dollars (\$14,000).
5. We propose to perform the services described in Article 2: Scope of Services: Task Five – Construction Administration, on a Lump Sum basis. The Lump Sum is Two Hundred Thirteen Thousand Dollars (\$213,000).
6. **Total Design Fee Amount: Nine Hundred Twenty-Eight Thousand Seven Hundred Fifty-Five Dollars (\$928,750).**
7. Reimbursable expenses, including travel, lodging, food, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = Fifty-Two Thousand Dollars (\$52,000).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ADDITIONAL SERVICES FEES

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

BILLING SCHEDULE

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

ARTICLE 6 – EXCLUSIONS

1. No public street improvement design is included. Should additional street or traffic signal design be required those services will be considered additional services to be negotiated as requested.

2. No geotechnical testing or environmental testing for hazardous materials within existing structures or on the existing "Big Pool" site is included in this agreement. Estimates provided by Terracon for the 13 borings anticipated and depths identified are Eight Thousand, Five Hundred Dollars (\$8,500)
3. No storm drainage study is anticipated. If required, a letter report can be provided at an additional service.

ARTICLE 7 – OWNER’S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Garden City, KS
(Owner)

By: _____

Title: _____

Date: _____

CONFLUENCE, Inc.

By: 
Terry Berkbuegler, ASLA, LEED AP

Title: Sr. Principal / Sr. Vice President

Date: January 21, 2020