

SECOND AMENDATORY DESIGN SERVICES AGREEMENT

This **SECOND AMENDATORY DESIGN SERVICES AGREEMENT** is entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **POPULOUS, INC.**, a Missouri corporation, authorized to do business in Colorado, whose principal address is 4800 Main Street, Suite 300, Kansas City, Missouri 64112 (the “Design Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a Design Services Agreement dated February 3, 2020 and a First Amendatory Design Services Agreement dated December 15, 2021 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth in the Scope of Work set forth in Exhibits A and A-1 to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the fee for basic services in paragraph 3.01, increase the reimbursable expenses amount in paragraph 3.02, increase the additional services amount in paragraph 3.03, update paragraph 3.05 and increase the maximum contract amount, extend the term, update paragraph 5.04-Design Consultant’s Records, update paragraph 5.19-No Employment of Illegal Aliens, and replace the Scope of Work in exhibits A and A-1.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3.0 of the Agreement entitled “**SECTION 3 - COMPENSATION, PAYMENT, AND FUNDING**”, subsections 3.01, 3.02, 3.03 and 3.05 are hereby deleted in their entirety and replaced with:

“3.01 Fee for Basic Services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **ELEVEN MILLION FIVE HUNDRED THIRTY-TWO THOUSAND FORTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$11,532,043.53)**, in accordance with the billing rates and project budget stated in Exhibit A-2 and B. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his/her designee, and subject to the Maximum Contract Amount stated in this Section 3.”

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A-2**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **ONE HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED AND TWELVE DOLLARS AND ZERO CENTS (\$191,612.00)** unless an additional amount is approved by the Director or his/her designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

“3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **TWO MILLION TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,002,000.00).**”

“3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THIRTEEN MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND FIFTY-THREE CENTS (\$13,725,655.53)**, (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A-2**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the

amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement, and amounts which remain available for payment to the Design Consultant.”

2. Section 4 of the Agreement entitled “**SECTION 4 - TERM AND TERMINATION**”, subsection 4.10 “**Term.**” is hereby deleted in its entirety and replaced with:

“**4.10 Term.** The Agreement will commence on **January 2, 2020**, and expire on **December 31, 2026**, unless sooner terminated.”

3. Section 5 of the Agreement entitled “**SECTION 5 – GENERAL PROVISIONS**”, subsection 5.04 “**Design Consultant’s Records.**” is hereby deleted in its entirety and replaced with:

“**5.04 Design Consultant’s Records and Audit.** Records of the Design Consultant’s direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Design Consultant shall be kept on a generally recognized accounting basis. The Design Consultant agrees that any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Design Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Design Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.”

4. Section 5 of the Agreement entitled “**SECTION 5 – GENERAL PROVISIONS**”, subsection 5.19 “**No Employment of Illegal Aliens to Perform Work Under the Agreement**” is hereby deleted in its entirety and replaced with:

“**5.19 [RESCINDED.]**”

5. All references in the original Agreement to **Exhibit A** and **Exhibit A-1** now refer to **Exhibit A-2**. **Exhibit A-2** is attached and incorporated by reference herein.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Second Amendatory Design Services Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: DOTI-202370908-02 [201948260-02]
Contractor Name: Populous, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver

By: _____ By: _____
By: _____

Contract Control Number:
Contractor Name:

DOTI-202370908-02 [201948260-02]
Populous, Inc.

By:

DocuSigned by:

John Fickel

7B9DA7472F38456...

Name:

John Fickel

(please print)

Title:

Principal

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Exhibit A-2

Comprehensive Scope Document

General Information:

- Current project construction budget is \$239M (direct cost of work is \$200M).
- Populous to provide scope as outlined in the comprehensive task list and task break down below, which is inclusive of all scope to date required to complete the Livestock Center and Main Campus Plaza as currently designed and scheduled upon the date of this Amendment.
- Populous to provide Construction Administration Services required to support a 32-month construction schedule.
- Populous to provide support for multiple CM/GC bid packages – this includes both design and permit deliverables, bid phase support, and enhanced Construction Administration required for a phased delivery
- See attached Cost Breakdowns that represents comprehensive contract value, which includes the following:
 - Original contract cost proposal fee breakdown
 - Amendment 1 cost proposal fee breakdown
 - Amendment 1 Main Campus Plaza cost proposal fee breakdown
 - Amendment 2 cost proposal fee breakdown
- While this Amendment is the controlling contract document, past documents incorporated and for reference are as follows:
 - RFQ dated June 27, 2019
 - Populous' Qualifications Proposal date July 31, 2019
 - RFP dated August 12, 2019
 - Populous' Proposal dated August 28, 2019
 - Original Contract dated January 2, 2020
 - Amendment 1 dated December 15, 2021

Contract Task List

Task 1: Project Management: The Design Team shall be responsible for managing all Design Team activities throughout the duration of this contract, including but not limited to the following activities.

- Proactive participation and compliance with the Program's Health Safety Security and Environmental (HSSE) requirements and expectations
- Adherence to baseline schedule and meeting of deadlines and milestones.
- Quality Assurance and Quality Control of design work products.
- Value Engineering/Alternatives to stay within existing design and construction budgets and meet construction schedule requirements.
- Proactive design risk management.
- Sustainable design thinking and innovation, including the use and incorporation of site-generated materials in design, integration of water management and quality in landscaping and public realm, integration of a campus energy ambient temperature water loop

(2-pipe system), use of different water sources in design and renewable energy solutions, daylighting, green-roof capability, use of photovoltaics, and requirements to conserve energy and natural resources (e.g., water, non-potable water use, air quality, waste generation, etc.) during construction

- Provide energy modeling and administrative components associated with LEED Certification
- Coordinate with independent commissioning consultant.
- Coordinate with the Campus Energy Partner on building heating and cooling loads and HVAC equipment selection.
- Design integration and interfaces with other projects within the Program.
- Cost Estimating (engineer's estimates of the conceptual design, as well as SD and DD, approximately at 30% and 60% design);
- Managing scope creep while fulfilling expectations of all Program partners.
- Assistance in the assembly of CM/GC subcontractor procurement packages.
- During CM/GC's subcontractor Bidding, Buy-Out, and Negotiation: (this represents one bid event or "Bid Package 1", see Task 6B for support of additional bid packages)
 - Review substitutions, prepare and issue addenda in response to CM/GC's subcontractor bidder questions
 - Provide clarifications and interpretations of the documents.
- Effective management of CCD and other regulatory permitting and NWC Program governance approvals to meet the above.
- Community Engagement, including updates for use by other Program contracts and presentation updates to the National Western Center Citizens Advisory Committee (CAC)
- Participation in Strategic Design Leadership (SADL) Committee review process and meetings
- Construction/Site Permitting:
 - Respond to Building Department review comments.

Task 1 – Project Management Deliverables

1. Project Management Plan (including):
 - a) Organization
 - b) Meetings and Logistics
 - c) Design Approach / Value Engineering / Cost Control / Constructability Reviews
 - i) Programming Verification
 - ii) Schematic Design
 - iii) Design Development (Guaranteed Maximum Price set)
 - iv) Construction Documents
 - d) Design Schedule
 - e) Project Document / Drawing / Data Control
 - f) Health Safety Security and Environment Plan
 - g) Quality Plan
 - h) ReNEWW Approach
 - i) Project Interface with other NWCO and CSU projects and WSSA events
2. Meeting Agendas and Minutes

3. Engineer's Cost Estimates at conceptual, SD, and DD
4. CM/GC Bidding and Buy-out support / responses (this represents one bid event or "Bid Package 1", see Task 6B for additional bid packages)
5. Permitting Report
6. CAC and SADL Presentations (refer to RFQ Attachment 9.E.19)
7. Monthly Progress Reporting and Invoices: In accordance with the contract.

Task 1A: Project Management – Additional

See Project Management scope description above. Additional scope is related to additional management of the project needed for an extended schedule (32-month construction schedule). Additional bid package support is covered in Task 6B.

Task 1A – Project Management Deliverables – Additional

See Deliverables in Task 1. Deliverables are intended to be updated as needed throughout the project. Additional deliverables associated with multiple bid packages is covered in Task 6B.

Task 2 – Programming Verification / Conceptual Design

The Design Team shall perform the following activities:

- Provide any necessary evaluation or refinement of the Baseline and space programming requirements (reference RFQ Attachment 8)
- Establish conceptual architectural, civil, structural, parking, mechanical and electrical design of the Project illustrating the scale and relationship of the project components.
- Verification of preliminary civil engineering, drainage, utilities, water quality designs provided by the Campus Placemaking consultant.
- Provide conceptual cost estimate.
- Perform site survey to confirm existing conditions.
- Geotechnical investigation for new structure(s) and pavement design requirements
- Review environmental conditions, determine required federal, state and local environmental regulatory requirements and identify required permits, including permits for larger common area of development associated with air quality and stormwater management.

Task 2 – Programming Verification Deliverables (also refer to RFQ Attachment 9.E)

1. Programming Verification Report: Based upon all information gathered by the Design Team during this phase (existing documents, meetings with user groups, direction from City), prepare a report verifying the programming of all facility components and site improvements.
2. Conceptual Design Documents
3. Conceptual Design Cost Estimate
4. Environmental/Permitting Documents, as required

Task 3: Schematic Design

The Design Team shall perform the following activities:

- Building upon the conceptual design, provide schematic architectural, civil, structural, parking, mechanical, electrical, plumbing, fire alarm/protection, specialties, data/telecommunications, etc. design of the Project illustrating the scale and relationship of the project components.
- Prepare and/or review environmental documents.
- Environmental remediation design (soil, groundwater, soil and groundwater vapor and landfill gas), as required.
- Conduct and prepare environmental surveys and clearance reports, as required.
- Regulatory Permitting (i.e., NPDES, USACE 401/404, Colorado Air Quality, Dewatering, Denver Fire Department, Colorado Discharge Permit System, etc.), as required.
- Refinement as may be needed of the CCD's Material Management Plan (MMP), and groundwater treatment designs, specific to the Livestock Center site.
- Preliminary Parking Garage structural layout
- Preliminary structural steel layout
- Preliminary selections of major building systems and construction materials
- Preliminary renderings, elevations, and outline specifications
- Identification of conveyance requirements
- Evaluation of Life Safety systems and building classification type
- Preliminary code analysis
- Comply with Design Review process (reference RFQ Attachment 9)
- Incorporation of potential campus-wide energy savings/sustainability/regeneration measures
- Sustainability / LEED Charette
- Provide engineer's cost estimate
- Review of the CM/GC's opinion of cost
- Value Engineering (as required)

Task 3 – Schematic Design Deliverables (also refer to RFQ Attachment 9.E)

1. Schematic Design documents
2. Outline Specifications
3. Code Analysis
4. Environmental documents, as required
5. Engineer's Cost Estimate
6. Review of CM/GC's opinion of cost
7. Presentations to Program Partners, SADL and NWC Authority Board
8. All electronic drawing files (CAD, 3D model, etc.)

Task 4 – Design Development

The Design Team shall perform the following activities:

- Illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project
- Program reconciliation
- Completed code analysis
- MEP equipment layout

- Reconciliation of potential campus-wide energy savings/sustainability/regeneration measures
- Assist the City with the preparation of Special Conditions to supplement the City's Standard Specifications for Construction General Contract Conditions, 2011 Edition
- Provide engineer's cost estimate
- Review and opinion of the CM/GC's GMP
- Value Engineering (as required)

Task 4 – Design Development Deliverables (also refer to RFQ Attachment 9.E)

1. Design Development documents (GMP set)
 - a. Bid Package 1 set
 - b. Expo Hall PEMB Shop Drawing coordination set
2. Final Program Report
3. Code Analysis
4. CM/GC Special Conditions & Division 1 specifications
5. Engineer's Cost Estimate
6. Review of CM/GC's GMP
7. Presentations to Program Partners, SADL and NWC Authority Board
8. All electronic drawing files (CAD, 3D model, etc.)

Task 4A – Design Development – Additional detail required for “Fast Track Delivery” or “Bid Package 1” (summarized based on scope from Amendment 1)

Note: task label may not directly correspond to billing task label.

Services and Deliverables for Bid Package 1:

Entire Facility: Structure

- All foundations designed at a 90% Construction Document Level – includes foundations, retaining wall if required, pier locations, sub-base, and concrete flatwork.
 - Incorporates site improvements required by Geotech Report.
- Major structural steel (support columns, roof joist/truss) shall be detail to a 90% Construction Document Level.

Architecture

- Design Development level documentation- roof (solar panel, tie downs for fall protection and snow/ice guards), snow (including drift), lateral and seismic loads. Connection details at the interface of the arena shall be defined but may not be fully detailed.

MEP

- Major utilities penetration foundation shall be detailed to a Design Development level – major utilities 5'-0" from building.

Long lead items-

Specifications and Design Development level drawings:

1. Elevators
2. Escalators
3. Center Hung Score Board
4. Precast for seating bowl
5. Seats for seating bowl
6. Curtain Wall

Scope specific to Expo Hall PEMB (Shop Drawing coordination):

Architecture

- Design Development level floor plans, elevations and sections which depict design intent of the Livestock Barn/ Expo Hall. Main focus is clearly delineated components to be procured by PEMB (wall panels, roofing system, roof drainage, etc.). Specification shall be provided for tie down for fall protection, lighting protection and snow guard at 90 % CD level.

Structure

- Design Development level documentation- roof (solar panel, tie downs for fall protection and snow/ice guards), snow (including drift), lateral and seismic loads. Connection details at the interface of the arena shall be defined but may not be fully detailed. Foundations Design for Livestock Hall. Load criteria for PEMB subcontractor.

MEP

- Roof top units with loads shall be located on plans. Location of lights, HVLS fans and ductwork being attached to roof or structure shall be provided at Design Development/Construction Document level.

Civil

- Estimate underground utilities to the Expo Hall/Livestock Barn. Assumes hot and cold-water loop has been designed. Assumes all utilities (domestic water, fire loop, sanitary, storm, IT, etc.) will be feed underneath Plaza between Livestock Hall and RTD line. Sleeving may be included for future or current needs.

Deliverables:

Refer to deliverables in Task 4, but scope items listed above will be designed to a 90% CD level within the Design Development deliverable, which serves as Bid Package 1, Phase I Building Permit package, and shop drawing coordination set for PEMB.

Task 5: Construction Documents –

The Design Team shall perform the following activities:

- Set forth in detail the requirements for construction of the Project.
- Establish in detail the quality levels of materials and systems required for the Project.

- Interior Design Services, including assistance with FFE selection and coordination.
 - Selection of finishes and color schedule (exterior and interior)
 - Coordination, documentation and specification of new Furniture, Fixtures and Equipment planned for the facility.
- Establish building commissioning requirements.
- Finalize Construction Technical Specifications
- Value Engineering (as required)

Task 5 – Construction Documents Deliverables (also refer to RFQ Attachment 9.E)

1. Construction Documents (Issued for Construction set)
2. Technical Specifications
3. Material Options
4. Building commissioning requirements
5. Furniture, Fixtures, and Equipment Report
6. All electronic drawing files (CAD, 3D model, etc.)

Task 6, 6A, and 6B are inclusive of all Construction Administration for the entirety of the project with the scheduled Substantial Completion date of October 16, 2025 (which represents a 32-month construction schedule with multiple CM/GC bid packages).

Task 6: Construction Administration Services (for original assumed 26-month duration of Construction Schedule)

- Review and respond to Request for Information (RFIs)
- Issue Supplemental Instructions (ASIs)
- Process CM/GC Submittals
- Review CM/GC proposed Change Orders
- Review CM/GC Payment Applications
- Observe the work in progress for conformance with the Contract Documents o Provide guidance and assistance on Building Commissioning

Task 6 – Construction Administration Service Deliverables

1. Responses to RFIs, ASIs, Submittals
2. Review and comment on CM/GC Change Orders and Payment Applications
3. Site Visit Reports

Task 6A: Additional Construction Administration Services due to design and schedule updates to date (for additional 7-month duration of construction schedule) (Reference ASR 9)

Note: task label may not directly correspond to billing task label.

- Review and respond to Request for Information (RFIs)
- Issue Supplemental Instructions (ASIs)
- Process CM/GC Submittals
- Review CM/GC proposed Change Orders

- Review CM/GC Payment Applications
- Observe the work in progress for conformance with the Contract Documents
- Provide guidance and assistance on Building Commissioning

Task 6A – Additional Construction Administration Service Deliverables

1. Responses to RFIs, ASIs, Submittals
2. Review and comment on CM/GC Change Orders and Payment Applications
3. Site Visit Reports

Task 6B: Additional Construction Administration Services due to additional CM/GC bid packages (Reference ASR 30)

Note: task label may not directly correspond to billing task label.

- For all additional bid packages/bid events beyond Bid Package 1:
 - Review substitutions, prepare and issue addenda in response to CM/GC's subcontractor bidder questions
 - Provide clarifications and interpretations of the documents.
- Perform Construction Administration services for building construction occurring during the second bid package and development of the Phase II building permit, or "enhanced Construction Administration":
 - Review and respond to contractor's Request for Information (RFIs)
 - Issue Supplemental Instructions (ASIs)
 - Process CM/GC Submittals
 - Review CM/GC proposed Change Orders
 - Review CM/GC Payment Applications
- Observe the work in progress for conformance with the Contract Documents
- Provide guidance and assistance on Building Commissioning

Task 6B – Additional Construction Administration Service Deliverables

1. Responses to RFIs, ASIs, Submittals
2. Review and comment on CM/GC Change Orders and Payment Applications
3. Site Visit Reports
4. For all additional bid packages/bid events beyond Bid Package 1:
 - Constructability reviews
 - CM/GC Bidding and Buy-out support bidder questions and answers
 - Bid proposal and cost review

Task 7: Project Closeout

- Prepare, track, and confirm completion of Punch List(s)
- Review requests for Substantial and Final Completion
- Prepare Record Drawings based upon CM/GC-provided As-Built Drawings

Task 7 – Project Closeout Deliverables

1. Punchlist preparation and Punchlist Resolution Report
2. Designer Recommendation for Substantial and Final Completion
3. Record Drawings ("black-lined" revisions incorporated)
4. Required Letters of General Conformance

Plaza Scope of Services (from Amendment 1)

Main Campus Plaza-Final Design

Design of the Main Campus Plaza to be completed in conjunction with the final design of the Livestock Center CM/GC process as described in the scope and task breakdown below.

Design services will be generally taken from conceptual design level, verifying the provided preliminary programming information, through to final design, and will be subject to review and approval at different stages of design – currently expected to be at program verification/design assessment, schematic design (SD), design development (DD), and construction documents (CD), but subject to change to expedite the schedule.

PROJECT GOALS

Public spaces connecting the NWC site to the adjacent neighborhoods is a key element of the master plan and this welcoming connectivity is critical for the site's success. The Plaza will be a public connector which provides access to all facilities and ties together the NWC Campus. The Plaza space is to be designed to be visually interesting, welcoming, and to help create a cohesive campus. The "Look and Feel" of the Plaza should acknowledge the rich western heritage of the site, while looking to the future vision as a year-round urban hub for food and agricultural discovery.

In addition, the Plaza is intended to provide exterior space for a variety of singular events or multiple concurrent events and activities that can support the overall Vision of the campus. Events which occur inside the adjacent buildings may flow outward onto the Plaza. A portion of the Plaza may also need to be considered as a place of refuge for people evacuating any of the adjacent buildings. The number and type of events possible is unlimited. It could include large events such as outdoor concerts, displays, demonstrations, or other activities, all the way down in scale to intimate sitting and gathering areas.

The Plaza is to be designed to be safe and easily managed, maintained, and secured when events take place which require additional security controls.

SCOPE OF SERVICES

The Main Campus Plaza includes approximately 250,000 sf of area and is anticipated to be designed and constructed as part of and in coordination with the design and construction of the Livestock Center.

Areas to be included in the Main Campus Plaza design include (Exhibit A):

- Main Arrival Plaza from Bettie Cram Drive to the Livestock Auction Hall
- Area under Legacy Building overhang
- SPUR VIDA plaza connections at east side of building
- Area at north side of SPUR VIDA to provide river connector and fire lane improvements to match overall design intent of plaza.
- Livestock Center, Auction Hall, and Livestock Barn Entry area
- Livestock Barn Loading Area at east side of plaza
- Equestrian Pad edge at west side of plaza and connections to site parking (limits of work currently set at edge of interim plaza.)
- Armour Administration Building and surrounding area.

- Campus pedestrian connection/river connection through Equestrian Center pad from 51 Avenue to plaza
- Service drive area at the west side of SYEC West Plaza
- Incorporation of Public Art designed by others (artist is intended to be part of the plaza design process)

Components of the Design

Main Campus Plaza Design Team shall be responsible for performing the following tasks during the contract:

- Proactive participation and compliance with program's Health Safety Security and Environmental (HSSE) requirements and expectations.
- Managing scope while fulfilling expectations of Program stakeholders.
- Design for accessibility and inclusivity.
- Adherence to Campus Wide Design Standards and Guidelines and Campus Zoning.
- Adherence to baseline schedule and meeting of deadlines and milestones. Schedule and scope deliverables to match Livestock Center contract for core and shell/tenant finish package:
 - Program Verification/Design Assessment
 - Schematic Design Documents
 - Design Development Documents
 - Construction Documents
 - Construction Administration
 - Construction Closeout
- Quality Assurance and Quality Control of design work products;
- Design integration and interfaces with other projects within the Program. Designer to identify process for coordination with other projects listed below. The following design elements will be in place or completed during the design of the Main Campus Plaza:
 - Stockyards/Stockyards Event Center
 - Equestrian Center pad site
 - CSU SPUR VIDA (east and north side)
 - WSSA Legacy Building
 - Bettie Cram Drive
 - Connections to future Pedestrian Bridge
 - Livestock Center
 - Armour Administration Building area
 - Campus wide systems administered by the NWC Authority (IT/Comms, Waste, Energy, Lighting, Signage, etc.)
 - Utility coordination for all utilities running in the Main Campus Plaza as identified and designed by the Horizontal Designer
 - Public Artist design team
- Value Engineering/Alternatives to stay within existing design and construction budgets and meet construction schedule requirements;
- Proactive design risk management;
- Sustainable design thinking and innovation, including the use and incorporation of site-generated materials in design, integration of water management and quality in landscaping and

public realm, renewable energy solutions, and requirements to conserve energy and natural resources (e.g., water, air quality, waste generation, etc.) during construction; (non-potable water is not available for use)

- Plaza Program Verification: Based upon all information gathered by the Main Campus Plaza Design Team (existing documents, meetings with Stakeholders (Authority/WSSA/CSU), and direction from NWCO), prepare a summary report verifying the programming of anticipated plaza uses, events, components, site improvements and infrastructure requirements. This includes any gap analysis of known/completed information with what information is still needed, along with a list of permits needed;
- Campus wide KPI's and Performance Management requirements;
- Design of all final plaza grading and drainage; (Note: interim plaza improvements will need to be adjusted to meet final plaza grades)
- Geotechnical/Civil: Pavement design to accommodate loadings for fire lanes, truck movements for loading, art installations, and pedestrians;
- Landscape and irrigation design;
- Site detailing and amenities including special paving and features, and site furnishings including tables and chairs, benches, bike racks, trash receptacles, etc.;
- Plaza lighting design and electrical outlets for future vendors and events;
- Coordination of campus telecom for data, public address system and campus wifi needs;
- Incorporation of Signage and Wayfinding design by others. Designer will be required to locate signage and wayfinding on plans and provide power and data as necessary to sign locations.
- Coordination and participation in the City's effort to include Public Art in City projects. Artist has been selected for plaza (Cliff Garten Studios) but design has yet to be determined. Design team to include artist in regular design process and meetings and incorporate artist design into the overall plaza design at a selected location(s), yet to be determined. Design team to work with artist team to locate art elements within the plaza and in coordination with the operational and pedestrian flow requirements. Artist will contract for construction of art components separately from plaza work.
- Consideration and inclusion of historic salvage into the site design and other aspects related to historic preservation including the historic rail car, livestock scale and other elements identified during the design process.
- Develop quantities for costing done by Whiting-Turner.
- Assistance in the assembly of CM/GC subcontractor procurement packages.
- This project is part of the overall Livestock Center CM/GC process. During CM/GC's subcontractor Bidding, Buy-Out, and Negotiation:
 - Review substitutions, prepare and issue addenda in response to CM/GC's subcontractor bidder questions.
 - Provide clarifications and interpretations of the documents.
- Effective management of CCD and other regulatory permitting and NWC Program governance approvals.
- Demolition Plans for the Interim Plaza.
- Utility coordination: The Main Campus Plaza has many utility easements and fire lane requirements that must be met by this design. Horizontal design team has installed the plaza utilities based on the current utility design plans prepared by the horizontal design team to meet the interim plaza condition. Storm drainage will need to be modified to meet new Main

Campus Plaza final conditions; Connections to water, electrical, IT, etc. will need to be designed as part of this contract.

- Evaluate pedestrian flow movements and queueing for each facility adjacent to the main campus plaza, including pedestrian control and event management suggestions. Provide a pedestrian flow analysis memo summarizing this information with verification of sizes and space requirements for adequate pedestrian flow for multiple/simultaneous large events at Schematic Design.
- Campus Operations and Events: The Plaza must allow for all required campus operations including pedestrian movements and amenities, bicycle parking and access, emergency vehicle access and movements, truck loading and unloading operations and turning movements, snow removal, trash removal, cleaning, and allow for future campus events and programming flexibility.
- Stakeholder Engagement, including updates for use by other Program contracts and presentation updates to Stakeholders. Consultant to anticipate one presentation the Citizens Advisory Committee;
- Participation in Strategic Architectural Design Leadership (SADL) Committee review process, meetings and incorporation of comments provided by SADL. Plaza could have its own separate SADL review meetings or can be combined with Livestock Center SADL process as part of extended meetings;
- Provide Crime Prevention Through Environmental Design (CPTED) security analysis for Main Campus Plaza at the Schematic Design level and incorporate approved security measures into the final design.
- Coordination with Campus Mobility modeling to assist in the location of possible employee parking for the facility within the boundaries of the Livestock Center project.
- Development of plan and 3D graphics at each phase to assist with the presentation of the design, plaza design elements, and presentations to stakeholders and SADL design review committee.
- Development of specialized Maintenance and Operations information for the new plaza to be used by the NWC Authority.
- Construction/Site Permitting
 - Respond to Development Services review comments for SDP and permitting.
 - Design Standards and Guidelines adherence and completion of DSG checklist for CPD review.
 - Landmark Preservation Commission and staff approvals for work within Landmark boundary area around Armour Administration Building.

Scope of Work

It is intended that the designer use as much of the previous design information and documentation as possible. The previous design information can be found on Procore at this location:
https://app.procore.com/919081/project/documents?folder_id=419509016

The design-to construction budget for the Main Campus Plaza has been set by NWCO at \$8,000,000.

A detailed outline of the anticipated scope of services that the Designer is to provide is set forth and described below. This scope anticipates the services of an urban designer, landscape architect, irrigation designer, civil engineer, electrical and mechanical engineer, IT designers, and geotechnical engineer. Anticipated services include, but are not limited to:

Task 1: Project Management: The Design Team shall be responsible for managing all Design Team activities throughout the duration of this contract, including but not limited to the following activities.

- Proactive participation and compliance with the Program's Health Safety Security and Environmental (HSSE) requirements
- Adherence to baseline schedule and meeting of deadlines and milestones.
- Quality Assurance and Quality Control of design work products.
- Value Engineering/Alternatives to stay within existing design and construction budgets and meet construction schedule requirements.
- Proactive design risk management.
- Sustainable design thinking and innovation, including the use and incorporation of site-generated materials in design, integration of water management and quality in landscaping and public realm and requirements to conserve energy and natural resources (e.g., water, air quality, waste generation, etc.) during construction
 - Provide components associated with LEED Certification of the Livestock Center if required to meet building LEED Gold goals;
 - Coordinate with independent commissioning consultant;
 - Coordinate with the Campus Energy Partner on building heating and cooling loads and HVAC equipment selection;
- Design integration and interfaces with other projects within the Program;
- Demolition plans of existing interim plaza improvements;
- Quantities for Cost Estimating (for Contractor estimates at SD, DD and final CD phases;
- Managing scope creep while fulfilling expectations of all Program partners;
- Assistance in the assembly of CM/GC subcontractor procurement packages;
- During CM/GC's subcontractor Bidding, Buy-Out, and Negotiation:
 - Review substitutions, prepare and issue addenda in response to CM/GC's subcontractor bidder questions
 - Provide clarifications and interpretations of the documents;
- Effective management of CCD and other regulatory permitting and NWC Program governance approvals to meet the above;
- Community Engagement, including updates for use by other Program contracts and presentation updates to the National Western Center Citizens Advisory Committee (CAC)
- Participation in Strategic Design Leadership (SADL) Committee review process and meetings;
- Construction/Site Permitting
 - Respond to Building Department review comments, including any design revisions required, answering questions.

Task 1 – Project Management Deliverables

1. Project Management Plan (including):

- a) Organization
- b) Meetings and Logistics
- c) Design Approach / Value Engineering / Constructability Reviews
 - i) Programming Verification/Design Assessment
 - ii) Schematic Design
 - iii) Design Development (Guaranteed Maximum Price set)
 - iv) Construction Documents
 - v) Construction Administration
 - vi) Construction Closeout
- d) Design Schedule
- e) Project Document / Drawing / Data Control
- f) Health Safety Security and Environment Plan
- g) Quality Plan
- h) Project Interface with other NWCO, CSU and WSSA projects and events

2. Meeting Agendas and Minutes

3. Permitting Report

4. SADL Process and Presentations

5. Monthly Progress Reporting and Invoices: In accordance with the contract.

Task 2: Programming Verification/Design Assessment of Existing Design: The Design Team shall perform the following activities:

- Provide any necessary evaluation or refinement of the programming requirements.
- Provide an assessment of work compiled and documented by others to date to determine theme, look and feel, and how much of the existing design can be reused for the final design of the Main Campus Plaza. Establish conceptual design, civil, structural (if required), mechanical and electrical design of the Project illustrating the scale and relationship of the project components.
- Development of preliminary civil engineering, drainage, utilities, water quality designs
- Geotechnical investigation for new structure(s) and pavement design requirements
- Review environmental conditions, determine required federal, state, and local environmental regulatory requirements and identify required permits (if any)
- Coordination with Public Artist to assist in determination of possible locations for public art within the limits of the Main Campus Plaza

Task 2 – Programming Verification/Design Assessment Deliverables

1. **Programming Verification Report:** Based upon all information gathered by the Design Team during this phase (existing documents, meetings with user groups, direction from NWCO), prepare a report verifying the programming of all facility components and site improvements.
2. **Design Documents Assessment:** Provide a marked up set of current design documents that identifies design that can be saved/reused for site design, civil engineering, drainage, utilities, water quality, electrical, planting and where new design is required to meet new site conditions and budget constraints.
3. **Environmental/Permitting Documents**, if required
4. **Geotechnical Report**

Task 3: Schematic Design: The Design Team shall perform the following activities:

- Building upon the design assessment, provide schematic site, civil, structural, mechanical, electrical, plumbing, specialties, data/telecommunications, etc. design of the Project illustrating the scale and relationship of the project components.
- Conformance with the NWCO Material Management Plan (MMP)
- Preliminary site layout and grading
- Preliminary selections of site systems and construction materials
- Preliminary renderings, elevations, and outline specifications for use at SADL and at public presentations.
- Submittals and documents required for Conceptual SDP submittal to City of Denver Development Services
- Pedestrian flow analysis
- Comply with Design Review process
- Review of the CM/GC's opinion of cost
- Value Engineering (as required)

Task 3 – Schematic Design Deliverables

1. Schematic Design documents
2. Outline Specifications
3. Code Analysis
4. Pedestrian Flow Analysis
5. Environmental documents, as required
6. Engineer's Cost Estimate
7. Review of CM/GC's opinion of cost
8. Presentations to Program Partners and SADL

Task 4: Design Development: The Design Team shall perform the following activities:

- Illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project
- Program reconciliation
- Completed code analysis
- MEP equipment layout
- Reconciliation of potential campus-wide energy savings/sustainability/regeneration measures
- Demolition plans of existing interim plaza improvements including coordination with adjacent facilities and uses related to timing and access during and after demolition
- Submittals and documents required for City of Denver Development Services Final SDP process.
- Assist the City with the preparation of Special Conditions to supplement the City's Standard Specifications for Construction General Contract Conditions, current edition
- Review and opinion of the CM/GC's GMP
- Value Engineering (as required)

Task 4 – Design Development Deliverables

1. Design Development documents (GMP)
2. Final Program Report
3. Code Analysis
4. Engineer's Cost Estimate
5. Review of CM/GC's GMP
6. Presentations to Program Partners

Task 5: Construction Documents: The Design Team shall perform the following activities:

- Set forth in detail the requirements for construction of the Project
- Establish in detail the quality levels of materials and systems required for the Project
- Selection of finishes and color schedule
- Coordination, documentation and specification of site furnishings planned for the site
- Finalize Construction Technical Specifications
- Value Engineering (as required)

Task 5 – Construction Documents Deliverables

1. Construction Documents (Issued for Construction set)
2. Technical Specifications
3. Final Material Options
4. Furniture, Fixtures, and Equipment Report

Task 6: Construction Administration Services

- Review and respond to Request for Information (RFIs)
- Issue Supplemental Instructions (ASIs)
- Process CM/GC Submittals
- Review CM/GC proposed Change Orders
- Review CM/GC Payment Applications
- Observe the work in progress for conformance with the Contract Documents
- Provide guidance and assistance on Building Commissioning

Task 6 – Construction Administration Service Deliverables

- 1. Responses to RFIs, ASIs, Submittals**
- 2. Review and comment on CM/GC Change Orders and Payment Applications**
- 3. Site Visit Reports**

Task 7: Project Closeout

- Prepare, track, and confirm completion of Punch List(s)
- Review requests for Substantial and Final Completion
- Prepare Record Drawings based upon CM/GC-provided As-Built Drawings

Task 7 – Project Closeout Deliverables

- 1. Punchlist preparation and Punchlist Resolution Report**
- 2. Designer Recommendation for Substantial and Final Completion**
- 3. Record Drawings**
- 4. Required Letters of General Conformance**

End of Document

**National Western Center
Livestock Center**

11/13/2019

COST PROPOSAL - Baseline

Prime Consultant: POPULOUS

ARCHITECTURAL / ENGINEERING FEE PROPOSAL TABULATION FORM											
Consultant Name	FEE & PERCENTAGE DETAILS									M/WBE	
	TASK 1: Project Management Fee	TASK 2: Programming Verification Fee	TASK 3: Schematic Design Fee	TASK 4: Design Development Fee	TASK 5: Construction Documents Fee	TASK 6: Construction Administration Services Fee	TASK 7: Project Closeout Fee	TOTAL FEE	Percentage of Total Fee	M/WBE (Y / N)	M/WBE %
Prime Consultant:											
POPULOUS	\$ 500,000	\$ 285,000	\$ 420,000	\$ 650,000	\$ 1,150,000	\$ 870,000	\$ 40,000	\$ 3,915,000	53%	N	0%
Sub-Consultant Team Members:											
ABO GROUP (Associate Architect)	\$ -	\$ 10,000	\$ 95,000	\$ 140,000	\$ 268,000	\$ 15,000	\$ -	\$ 528,000	7%	Y	7%
AMBIENT ENERGY (LEED/Sustainability)	\$ -	\$ 2,891	\$ 48,376	\$ 21,148	\$ 33,042	\$ 44,955	\$ -	\$ 150,412	2%	Y	2%
COREY ELECTRICAL (Electrical)	\$ -	\$ 7,500	\$ 25,500	\$ 40,500	\$ 46,500	\$ 27,000	\$ -	\$ 147,000	2%	Y	2%
DIG Studio (Landscape)		\$ 10,060	\$ 16,160	\$ 24,590	\$ 29,390	\$ 11,990	\$ 3,310	\$ 95,500	1%	Y	1%
HCL (Structural)	\$ -	\$ -	\$ 35,000	\$ 75,000	\$ 120,000	\$ 63,500	\$ 2,000	\$ 295,500	4%	Y	4%
HOWE (Code, ADA)	\$ -	\$ -	\$ 15,840	\$ 64,870	\$ 52,370	\$ 8,420	\$ -	\$ 141,500	2%	N	0%
K2 (Tele, LV, AV, Audio, Audio, Acoustical)	\$ -	\$ 11,900	\$ 83,160	\$ 109,815	\$ 110,390	\$ 72,765	\$ 4,050	\$ 392,080	5%	Y	5%
KLOK (MEP)	\$ -	\$ 17,500	\$ 59,500	\$ 94,500	\$ 108,500	\$ 63,000	\$ -	\$ 343,000	5%	Y	5%
MARTIN MARTIN (Civil, Survey)	\$ 6,140	\$ 14,030	\$ 25,100	\$ 47,620	\$ 43,700	\$ 20,600	\$ 1,650	\$ 158,840	2%	N	0%
MARTIN MARTIN (Structural)	\$ 8,000	\$ 3,000	\$ 35,000	\$ 75,000	\$ 120,000	\$ 52,500	\$ 2,000	\$ 295,500	4%	N	0%
ME ENGINEERS (MEP, Security)	\$ -	\$ 30,000	\$ 102,000	\$ 162,000	\$ 186,000	\$ 108,000	\$ -	\$ 588,000	8%	N	0%
RLB (Cost Estimating)	\$ -	\$ 31,972	\$ 70,323	\$ 104,254	\$ -	\$ -	\$ -	\$ 206,549	3%	N	0%
VERITAS (FP, FA)	\$ -	\$ 1,440	\$ 6,000	\$ 8,880	\$ 18,600	\$ 8,880	\$ 1,950	\$ 45,750	1%	Y	1%
WC&P (Food Service)	\$ -	\$ 5,000	\$ 15,000	\$ 30,000	\$ 32,000	\$ 7,000	\$ 1,000	\$ 90,000	1%	N	0%
YEH (Geotechnical)	\$ -	\$ 52,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,880	1%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
SUBTOTAL	\$ 514,140	\$ 483,173	\$ 1,051,959	\$ 1,648,177	\$ 2,318,492	\$ 1,373,610	\$ 55,960	\$ 7,445,511	100%		27%
Basic Services - Design Document Packages		\$ 5,000	\$ 7,500	\$ 5,000	\$ 7,500	\$ 5,000	\$ 5,000	\$ 35,000	0%	N	0%
Reimbursable Expenses - Prime	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 8,000	\$ 10,000	\$ 2,000	\$ 65,000	0%	N	0%
Reimbursable Expenses - Subs (non M/WBE)	\$ -	\$ 1,125	\$ 3,400	\$ 6,750	\$ 6,250	\$ 3,800	\$ 525	\$ 21,850	0%	N	0%
Reimbursable Expenses - Subs (M/WBE)	\$ -	\$ 325	\$ 650	\$ 1,250	\$ 1,250	\$ 1,250	\$ 225	\$ 4,950	0%	Y	0%
Additional Services Allowance								\$ 400,000	0%		
GRAND TOTAL FEE	\$ 514,140	\$ 504,623	\$ 1,078,509	\$ 1,676,177	\$ 2,341,492	\$ 1,393,660	\$ 63,710	\$ 7,972,311	100%		27%
FEE NOTES / CLARIFICATIONS											

**National Western Center
Livestock Center**

Ref: Amendment 1

COST PROPOSAL - ASR 2

Prime Consultant: **POPULOUS**

ARCHITECTURAL / ENGINEERING FEE PROPOSAL TABULATION FORM											
Consultant Name	FEE & PERCENTAGE DETAILS									M/WBE	
	TASK 1: Project Management Fee	TASK 2: Programming Verification Fee	TASK 3: Schematic Design Fee	TASK 4: Design Development Fee	TASK 5: Construction Documents Fee	TASK 6: Construction Administration Services Fee	TASK 7: Project Closeout Fee	TOTAL FEE	Percentage of Total Fee	M/WBE (Y / N)	M/WBE %
Prime Consultant:	← Task 4A - see scope narrative →										
POPULOUS	\$ 33,360	\$ -	\$ 34,164	\$ 46,428	\$ 43,800	\$ 52,560	\$ -	\$ 210,312	19%	N	0%
Sub-Consultant Team Members:											
ABO GROUP (Associate Architect)	\$ -	\$ -	\$ 13,000	\$ 23,000	\$ 7,000	\$ 800	\$ -	\$ 43,800	4%	Y	4%
COREY ELECTRICAL (Electrical)	\$ -	\$ -	\$ 8,925	\$ 15,050	\$ 30,100	\$ -	\$ -	\$ 54,075	5%	Y	5%
HCL (Structural)	\$ -	\$ -	\$ 32,500	\$ 50,000	\$ 15,000	\$ 32,500	\$ -	\$ 130,000	11%	Y	11%
HOWE (Code, ADA)	\$ -	\$ -	\$ 11,347	\$ 5,760	\$ 4,935	\$ 780	\$ -	\$ 22,822	2%	N	0%
K2 (Tele, LV, AV, Audio, Audio, Acoustical)	\$ -	\$ -	\$ 23,680	\$ 23,440	\$ 15,530	\$ 15,830	\$ -	\$ 78,480	7%	Y	7%
KLOK (MEP)	\$ -	\$ 5,120	\$ 44,820	\$ 18,030	\$ 13,180	\$ 3,730	\$ -	\$ 84,880	7%	Y	7%
MARTIN MARTIN (Structural)	\$ -	\$ -	\$ 32,500	\$ 50,000	\$ 15,000	\$ 32,500	\$ -	\$ 130,000	11%	N	0%
ME ENGINEERS (MEP, Security)	\$ -	\$ -	\$ -	\$ 78,000	\$ 114,000	\$ 42,000	\$ -	\$ 234,000	21%	N	0%
RLB (Cost Estimating)	\$ -	\$ -	\$ 60,500	\$ 68,512	\$ -	\$ -	\$ -	\$ 129,012	11%	N	0%
WC&P (Food Service)	\$ -	\$ 1,800	\$ 3,300	\$ 5,500	\$ 3,900	\$ 1,500	\$ 825	\$ 16,825	1%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
SUBTOTAL	\$ 33,360	\$ 6,920	\$ 264,736	\$ 383,720	\$ 262,445	\$ 182,200	\$ 825	\$ 1,134,206	100%		34%
Basic Services - Design Document Packages		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Prime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Subs (non M/WBE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Subs (M/WBE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	Y	0%
GRAND TOTAL FEE	\$ 33,360	\$ 6,920	\$ 264,736	\$ 383,720	\$ 262,445	\$ 182,200	\$ 825	\$ 1,134,206	100%		34%
FEE NOTES / CLARIFICATIONS											
Additional services allowance \$502,000											

Instructions:

- 1) Please input the Prime Consultant firm's name in the space above the worksheet. The firm's name will auto populate on the first line of the tabulation form.
- 2) All proposing firms are to complete all team members on this sheet, any item left blank should be noted in a manner that shows it was intentionally not included (for example, N/A)
- 3) "Consultant Name" - please provide the name of the firm that will be providing the designated service or covering the specific scope.
- 4) "Fee" - please provide the fee that is associated with the project phase identified in the respective column for that specific firm.
- 5) "Percentage" - percentages will auto populate based upon the inserted fee. Each Consultant's Percentage of Total Fee will be calculated by dividing their respective fee by the Grand Total Fee; the cumulative percentage should add up to 100% of the Grand Total Fee.
- 6) "M/WBE" - please indicate whether the team member firm is a M/WBE by indicating "Y" or "N" in that column. The M/WBE percentage will auto transfer and the cumulative percentage for the entire team (in the "Totals" row) will auto sum.
- 7) "Fee Notes/ Clarifications" - please provide any necessary explanation of the information provided in the lines above in order to clarify your fee and any assumptions made in its generation.

Ref: Amendment 1

National Western Center
Plazas

10/7/2021

COST PROPOSAL - Plaza

Prime Consultant: POPULOUS

ARCHITECTURAL / ENGINEERING FEE PROPOSAL TABULATION FORM											
Consultant Name	FEE & PERCENTAGE DETAILS									M/WBE	
	TASK 1: Project Management Fee	TASK 2: Programming Verification Fee	TASK 3: Schematic Design Fee	TASK 4: Design Development Fee	TASK 5: Construction Documents Fee	TASK 6: Construction Administration Services Fee	TASK 7: Project Closeout Fee	TOTAL FEE	Percentage of Total Fee	M/WBE (Y / N)	M/WBE %
Prime Consultant:											
POPULOUS	\$ 57,200	\$ 2,000	\$ 8,800	\$ 19,600	\$ 19,000	\$ 60,000	\$ 6,000	\$ 172,600	20%	N	0%
Sub-Consultant Team Members:											
DIG Studio (Landscape)	\$ -	\$ 10,500	\$ 72,055	\$ 111,935	\$ 154,005	\$ 65,340	\$ 7,500	\$ 421,335	49%	Y	49%
MARTIN MARTIN (Civil, Survey)	\$ -	\$ 6,500	\$ 24,000	\$ 67,500	\$ 38,000	\$ 14,000	\$ 4,500	\$ 154,500	18%	N	0%
ME ENGINEERS (MEP)	\$ -	\$ 5,000	\$ 12,500	\$ 25,000	\$ 36,500	\$ 20,500	\$ -	\$ 99,500	12%	N	0%
YEH (Geotechnical)	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	1%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
SUBTOTAL	\$ 57,200	\$ 32,000	\$ 117,355	\$ 224,035	\$ 247,505	\$ 159,840	\$ 18,000	\$ 855,935	100%		49%
Basic Services - Design Document Packages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Prime	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,750	0%	N	0%
Reimbursable Expenses - Subs (non M/WBE)	\$ 250	\$ 1,000	\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 1,000	\$ 11,250	1%	N	0%
Reimbursable Expenses - Subs (M/WBE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	Y	0%
GRAND TOTAL FEE	\$ 57,700	\$ 33,250	\$ 119,605	\$ 226,285	\$ 250,255	\$ 162,590	\$ 19,250	\$ 868,935	101%		49%
Plaza additional services allowance								\$100,000			
FEE NOTES / CLARIFICATIONS											

Instructions:

- 1) Please input the Prime Consultant firm's name in the space above the worksheet. The firm's name will autopopulate on the first line of the tabulation form.
- 2) All proposing firms are to complete all team members on this sheet, any item left blank should be noted in a manner that shows it was intentionally not included (for example, N/A)
- 3) "Consultant Name" - please provide the name of the firm that will be providing the designated service or covering the specific scope.
- 4) "Fee" - please provide the fee that is associated with the project phase identified in the respective column for that specific firm.
- 5) "Percentage" - percentages will auto populate based upon the inserted fee. Each Consultant's Percentage of Total Fee will be calculated by dividing their respective fee by the Grand Total Fee; the cumulative percentage should add up to 100% of the Grand Total Fee.
- 6) "M/WBE" - please indicate whether the team member firm is a M/WBE by indicating "Y" or "N" in that column. The M/WBE percentage will auto transfer and the cumulative percentage for the entire team (in the "Totals" row) will auto sum.
- 7) "Fee Notes/ Clarifications" - please provide any necessary explanation of the information provided in the lines above in order to clarify your fee and any assumptions made in its generation.

V0.6 NW Livestock Center-10.17.23

COST PROPOSAL - AMMENTENT TWO

Prime Consultant: Populous

ARCHITECTURAL / ENGINEERING FEE PROPOSAL TABULATION FORM											
Consultant Name	FEE & PERCENTAGE DETAILS									M/WBE	
	Amendment #2	TASK 2: Programming Verification Fee	TASK 3: Schematic Design Fee	TASK 4: Design Development Fee	TASK 5: Construction Documents Fee	TASK 6: Construction Administration Services Fee	TASK 7: Project Closeout Fee	TOTAL FEE	% of Total Fee	M/WBE (Y / N)	M/WBE %
Prime Consultant:	TASK 1A					TASK 6A & 6B					
POPULOUS	\$70,244.00	\$ -	\$ -	\$ -	\$ -	\$1,169,904.00	\$ -			N	0%
Sub-Consultant Team Members:											
ABO GROUP (Associate Architect)	\$ -	\$ -	\$ -	\$ -	\$ -	\$235,248.53	\$ -			Y	12%
MARTIN MARTIN (Structural)	\$ -	\$ -	\$ -	\$ -	\$ -	\$146,640.00	\$ -			N	0%
MARTIN MARTIN (Civil)	\$ -	\$ -	\$ -	\$ -	\$ -	\$84,585.00	\$ -			N	0%
O'Brien (Tele, LV, AV, Audio, Audio, Acoustical)	\$ -	\$ -	\$ -	\$ -	\$ -	\$24,320.00	\$ -			N	0%
CMTA (MEP)	\$ -	\$ -	\$ -	\$ -	\$ -	\$33,600.00	\$ -			Y	2%
ME ENGINEERS (MEP)	\$ -	\$ -	\$ -	\$ -	\$ -	\$318,850.00	\$ -			N	0%
SUBTOTAL	\$70,244.00					\$2,013,147.53		\$2,083,391.53	100%		14%
Basic Services - Design Document Packages								\$ -	0%	N	0%
Reimbursable Expenses - Prime	\$ -	\$ -	\$ -	\$ -	\$ -	\$63,712.00	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Subs (non M/WBE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,100.00	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Subs (M/WBE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$ -	\$ -	0%	Y	0%
TOTAL EXPENSES						\$64,812.00					
GRAND TOTAL FEE								\$2,148,203.53	100%		0%
"ADDITIONAL SERVICE ALLOWANCE"								\$1,000,000.00			
FEE NOTES / CLARIFICATIONS											

Instructions:

- 1) Please input the Prime Consultant firm's name in the space above the worksheet. The firm's name will auto populate on the first line of the tabulation form.
- 2) All proposing firms are to complete all team members on this sheet, any item left blank should be noted in a manner that shows it was intentionally not included (for example, N/A)
- 3) "Consultant Name" - please provide the name of the firm that will be providing the designated service or covering the specific scope.
- 4) "Fee" - please provide the fee that is associated with the project phase identified in the respective column for that specific firm.
- 5) "Percentage" - percentages will auto populate based upon the inserted fee. Each Consultant's Percentage of Total Fee will be calculated by dividing their respective fee by the Grand Total Fee; the cumulative percentage should add up to 100% of the Grand Total Fee.
- 6) "M/WBE" - please indicate whether the team member firm is a M/WBE by indicating "Y" or "N" in that column. The M/WBE percentage will auto transfer and the cumulative percentage for the entire team (in the "Totals" row) will auto sum.
- 7) "Fee Notes/ Clarifications" - please provide any necessary explanation of the information provided in the lines above in order to clarify your fee and any assumptions made in its generation.