

FIRST AMENDATORY DESIGN SERVICES AGREEMENT

This **FIRST AMENDATORY DESIGN SERVICES AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **POPULOUS, INC.**, a Missouri corporation, licensed to do business in the State of Colorado, whose address is 4800 Main St., Suite 300, Kansas City, Missouri 64112-2520 (the “Design Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated February 3, 2020, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, add Exhibit A-1, update paragraph 5.06, no discrimination, update paragraph 5.19-no employment of illegal aliens, amend the notice provision, and amend scope of work.

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 “**COMPENSATION, PAYMENT AND FUNDING**” Sub-sections 3.01, 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 NINE MILLION, FOUR HUNDRED FORTY EIGHT THOUSAND, SIX HUNDRED FIFTY TWO DOLLARS AND ZERO CENTS (\$9,448,652.00), in accordance with the billing rates and project budget stated in Exhibits A 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.

“3.03 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 ONE MILLION TWO THOUSAND DOLLARS AND ZERO CENTS (\$1,002,000.00).”

“3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TEN MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$10,577,452.00)**, (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**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

2. Section 4.0 of the Agreement entitled “**TERM AND TERMINATION.**” is hereby deleted in its entirety and replaced with:

“4.01 Term. The Agreement will commence on **January 2, 2020** and expire on **December 31, 2025**, unless sooner terminated.”

3. Section 5.06 of the Agreement entitled “**No Discrimination in Employment**” is hereby deleted in its entirety and replaced with:

“5.06 No Discrimination in Employment: In connection with the performance of work under the Agreement, the Design Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Design Consultant shall insert the foregoing provision in all subcontracts.”

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

“5.19 No Employment of Illegal Aliens to Perform Work Under the Agreement.

(a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(b) The Design Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Design Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(c) The Design Consultant is liable for any violations as provided in the Certification Ordinance. If the Design Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Design Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the

Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Design Consultant from submitting bids or proposals for future contracts with the City.”

5. Section 5.25 of the Agreement entitled “**Notices.**” is hereby deleted in its entirety and replaced with:

“**5.25 Notices.** Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

to the City: Executive Director of the Department of Transportation and Infrastructure
201 W Colfax Ave, Dept 608
Denver, Colorado 80202

to the Design Consultant:

Populous, Inc.
1630 Stout Street
Denver, Colorado 80202

The addresses may be changed by the Parties by written notice.”

6. **Exhibit A-1, Revised Scope of Work**, is added to and incorporated by reference to Exhibit A. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A and Exhibit A-1**.

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

8. This First 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: DOTI-202161190-[[This Amendment Number]]
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-202161190-[[This Amendment Number]]
Populous, Inc.

By: 
7B9DA7472F38456...

Name: John Fickel
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Populous
October 15, 2021

Assumptions for ASR, Bid/Permit Package

- To be based on partial design development set of documents (Level of detail to be determined). Part of structural drawings may need to be developed to Construction Document level of detail.
- Bid package drawings will not be sealed.
- Changes will occur with the design and appropriate cost contingencies need to be included in budget.
- Restroom fixture counts shall be based on occupant load factor of one per 15 sq ft.
- Interior wash racks count will be finalized at the end Schematic Design.
- Structural grid will be set at the end of Schematic Design.
- An increase in project budget from approximately \$70M (RFP) to \$145M (Whiting Turner ROM estimate)
- Approximately six value engineering exercises and presentation to reduce construction cost.
- Fast Track Delivery Method (see language noted Addendum One) being utilized for multiple Bid/Permit Packages and IGMP in order to meet Project Deadline.

Permit Package 0

Due February 28, 2022

PEMP- Livestock/Expo Hall

Deliverables- PEMB

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 PEMP (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.

Long lead items- February 28, 2022

Specifications and Design Development level drawings (level of detail to be determined)

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

Exhibit A-1

Populous

1. Specification and Design Development Level Drawings- Level of detail TBD

MEP specifications and Design Development Level Drawings- Level of detail TBD

1. Roof top units

Permit Package One

Foundation and Steel Package- Entire Facility

February 28, 2022

Assumptions

- See assumptions noted above.
- Foundation- Includes the following: foundations, retaining wall if required, pier locations, sub-base and concrete flatwork.
- Major Utilities 5'-0" from building
- Site improvements required by Geotech Report.
- Contingency needs to be carried in the estimate design.
- Structural grid is established at the end of Schematic Design. Any changes to column location, roof height, essential primary structure will impact due date.
- Need to be submitted to the City/County for permitting by TBD. Populous reserves the right for additional services depending on date of sign/sealed documents for perming.

Deliverables

Structure

- All foundations designed at a 90% Construction Document Level.
- 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.

Exhibit A-1

Design Schedule

- Schematic Design- Entire Building - November 30, 2021
- Design Development - Livestock Hall PEMB- February 28, 2022
- Design Development/Construction Document- Foundations and Structure Steel- February 28, 2022
- Design Development 90% Entire Building- April 24, 2022
- Construction Documents 90%- Entire Building- October 23, 2022

Scope of Services

Main Campus Plaza-Final Design

September 9, 2021

The Mayor's Office of the National Western Center is requesting the development of a fee proposal for the final design of the Main Campus Plaza to be completed in conjunction with the final design of the Livestock Center CM/GC process.

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.

Exhibit A-1

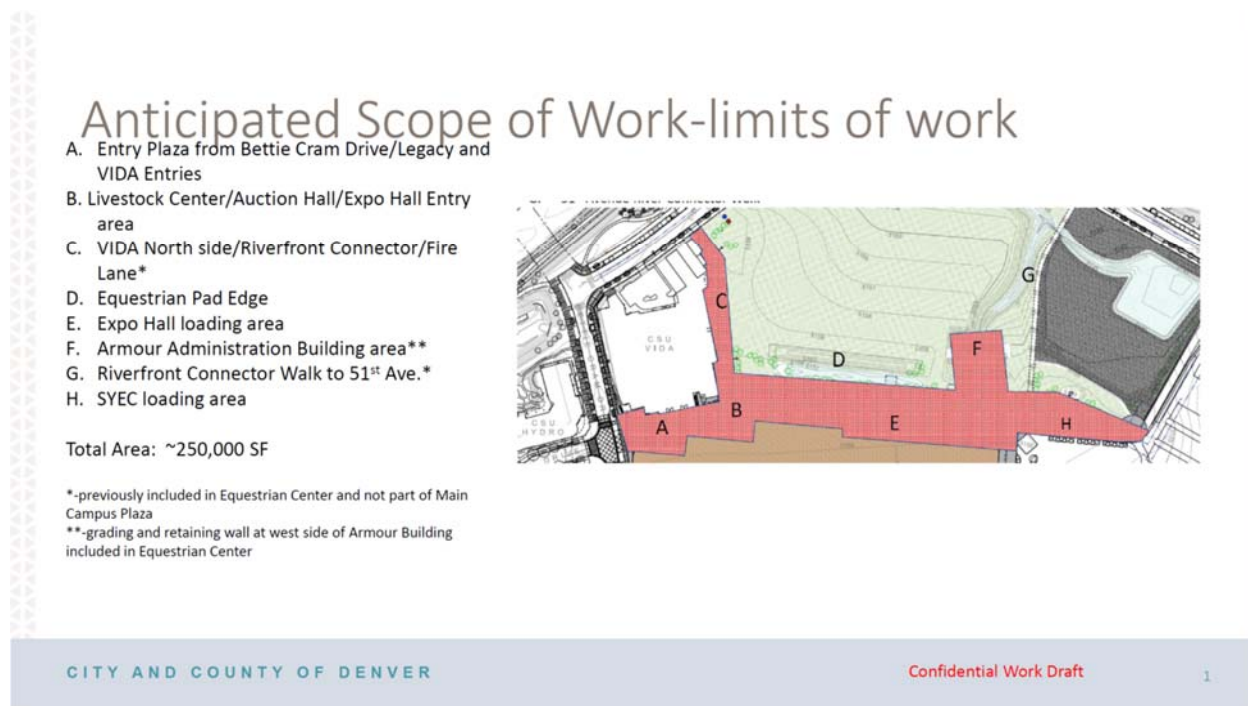


Exhibit A

ANTICIPATED 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 51st 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;

Exhibit A-1

- 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 easement 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;

Exhibit A-1

- Participation in Strategic Architectural Design Leadership (SADL) Committee review process, meetings and incorporation of comments provided by SADL. Plaza could have it's 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

Exhibit A-1

- 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

Exhibit A-1

- 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**

Schedule

Issue Date:	September 9, 2021
Proposal Due:	September 24, 2021 (or sooner if possible)
Anticipated Design Work Start:	October 8, 2021

End of Document

Exhibit A-1

National Western Center - Livestock Center Design
Populous Group

Amendment 3 Cost Proposal Summary

ASR 2	\$	1,134,206.00
ASR 2 Add Services	\$	502,000.00
Plaza Design	\$	868,935.00
Plaza Design Add Services	\$	100,000.00
	\$	2,605,141.00

**National Western Center
Livestock Center**

**Exhibit A-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:											
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%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	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											

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.

Exhibit A-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%
FEE NOTES / CLARIFICATIONS											

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