Capitol Building Restoration Oversight Group
Tuesday, March 3, 2015
8:00 a.m.
Capitol Room 302
Cheyenne, WY

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11. Jonah Lease Agreement
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15. Sandstone Quarry Documents
16. Minutes

WYOMING STATE CAPITOL
REHABILITATION AND RESTORATION
OVERSIGHT GROUP

Tuesday, March 3, 2015; 8:00 a.m. – 10:00 a.m.
Capitol Room 302, Cheyenne, Wyoming

8:00 a.m. **Call to order**

I. Opening Comments

Capitol Square Project - Process / Roles / Communication

Mr. Michael O'Donnell, Special Assistant Attorney General

II. Construction Manager at Risk - Process, Budget and Timelines

Mr. Dustin Liljehorn, JE Dunn Construction

Mr. Jeff Callinan, JE Dunn Construction

III. Decisions

Construction Manager at Risk Agreement

Lease Agreements

Mr. Michael O'Donnell, Special Assistant Attorney General

IV. Other Items

Wyoming Gray Sandstone

Mr. Michael O'Donnell, Special Assistant Attorney General

Herschler Exterior Subcommittee Update

Senator Tony Ross, Oversight Group Chairman

Project Decision Matrix

Mr. Michael O'Donnell, Special Assistant Attorney General

Authorized Full Time Employee Hiring Status

Communication Plan Update

Mr. Mel Muldrow, Department of Administration and Information

Minutes from previous meetings

Mr. Michael O'Donnell, Special Assistant Attorney General

Wendy Madsen, LSO

10:00 a.m. **Adjourn**

Note: this proposed agenda is subject to revision and all times listed are tentative and may be subject to change.

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Decisions Needed by Oversight Group Meeting of March 3, 2015

	1	2	3	4
	Construction Manager at Risk (CMAR) Agreement	2020 Carey Avenue	200 West 17th	614 South Greeley Hwy.
	Tab 10	Tab 12	Tab 13	Tab 14
COST	$4,902,898.00	Base Lease Cost $629,500	Base Lease Cost $1,831,196	Base Lease Cost $508,410
		Tenant Improvement $1.7M	Tenant Improvement by Lessor	Tenant Improvement by Lessor
TIME	9-Mar-15	16-Mar-15	16-Mar-15	16-Mar-15
COMMENTS	Cost equals sum of Pre-construction fee of $425,398.00 and 2.25% Construction Services Fee of $4,902,898.00. Current Construction Cost Limitation $199,000,000 (within which Guaranteed Maximum Price (GMP) will be negotiated - subject to amendment if additional funding is approved.)	Beginning offer for base lease rate is $10.00 per square foot. Tenant Improvement costs stipulate that Lessor is responsible for all improvements that are required for building to meet building code.	Base Lease rate is $16.25 per square foot and includes 80 parking spaces in the Spiker Parking Garage. We will negotiate 70 additional parking spaces based on Agency need. (Department of Environmental Quality)	Base lease rate is $15.00 per square foot.
PROPOSED DECISIONS	Move to approve and allow the Attorney General to negotiate modifications.	Move to approve and allow the Attorney General to negotiate modifications.	Move to approve and allow the Attorney General to negotiate modifications.	Move to approve and allow the Attorney General to negotiate modifications.

CAPITOL SQUARE PROJECT

Work Progress Since January 28, 2015

March 3, 2015

- CMAR Agreement

  Agreement negotiated. See tab 10.

- Lease Agreements
  - Jonah

    Lease fully executed, interior finish under design, see Tab 11.
  - 2020 Carey

    Negotiations underway, see Tab 12.
  - 200 w. 17th st.

    Negotiations underway, see Tab 13.
  - 614 s. Greeley Hwy.

    Negotiations underway, see Tab 14.

- Capitol Grey Sandstone

  Successfully obtained rights to quarry in Carbon County. See Tab 2.

- Decision-making matrix, narrative history

  Matrix is developed, narrative is underway

- City of Cheyenne

  Multiple meetings with Mayor and City Attorney.

  Obtained commitment of cooperation.

  Discussions underway regarding joint plan review and expedited inspections.

  Negotiations underway regarding Right of Way Encroachment agreement for 26th st. north of Herschler Bldg.

- Idleman / Kendrick buildings

  General contractor for remodel of both buildings has been selected.

  Contract will be negotiated upon completion of design.

  Design work underway on expedited basis.

- A&I, Construction Management

  Selected Public Communications person.

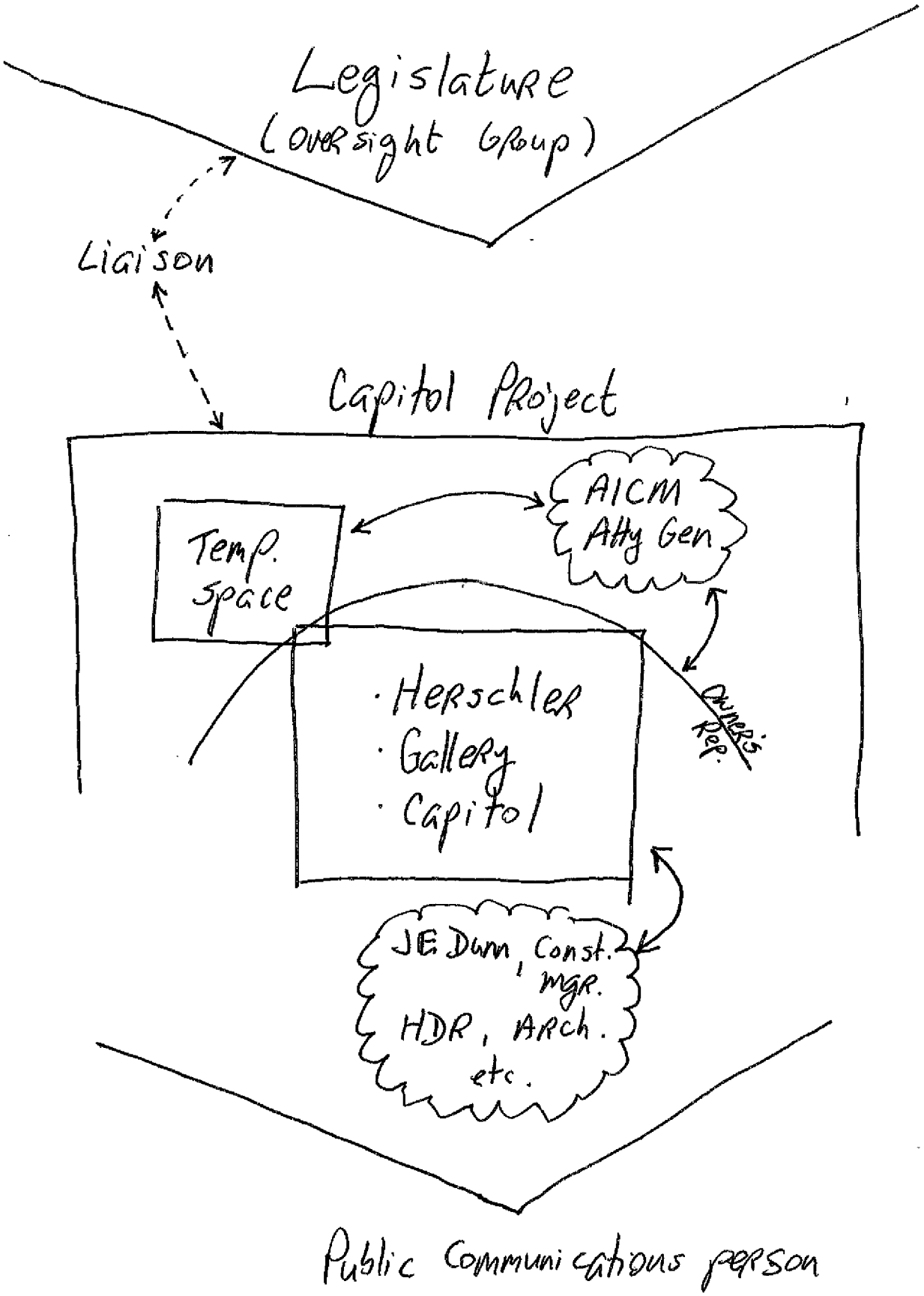
  Selected Facilities Consultant/Move Communications Specialist.

  Continued space planning meetings and design.

  DEQ, Secretary of State, Auditor, Treasurer, Workforce Services

  Lease negotiations.

  Move meetings and Capitol Hill Bldg. coordination.


Legislature
(oversight Group)
Liaison
Capitol Project
Temp. Space
AICM
Atty Gen
Owner's Rep.
· Herschler
· Gallery
· Capitol
JE Dunn, Const. mgr.
HDR, Arch.
etc.
Public Communications person

2 Project Experience

Experience

28

Projects on the National Register of Historic Places

300+

Office Renovation and Expansion Projects

86

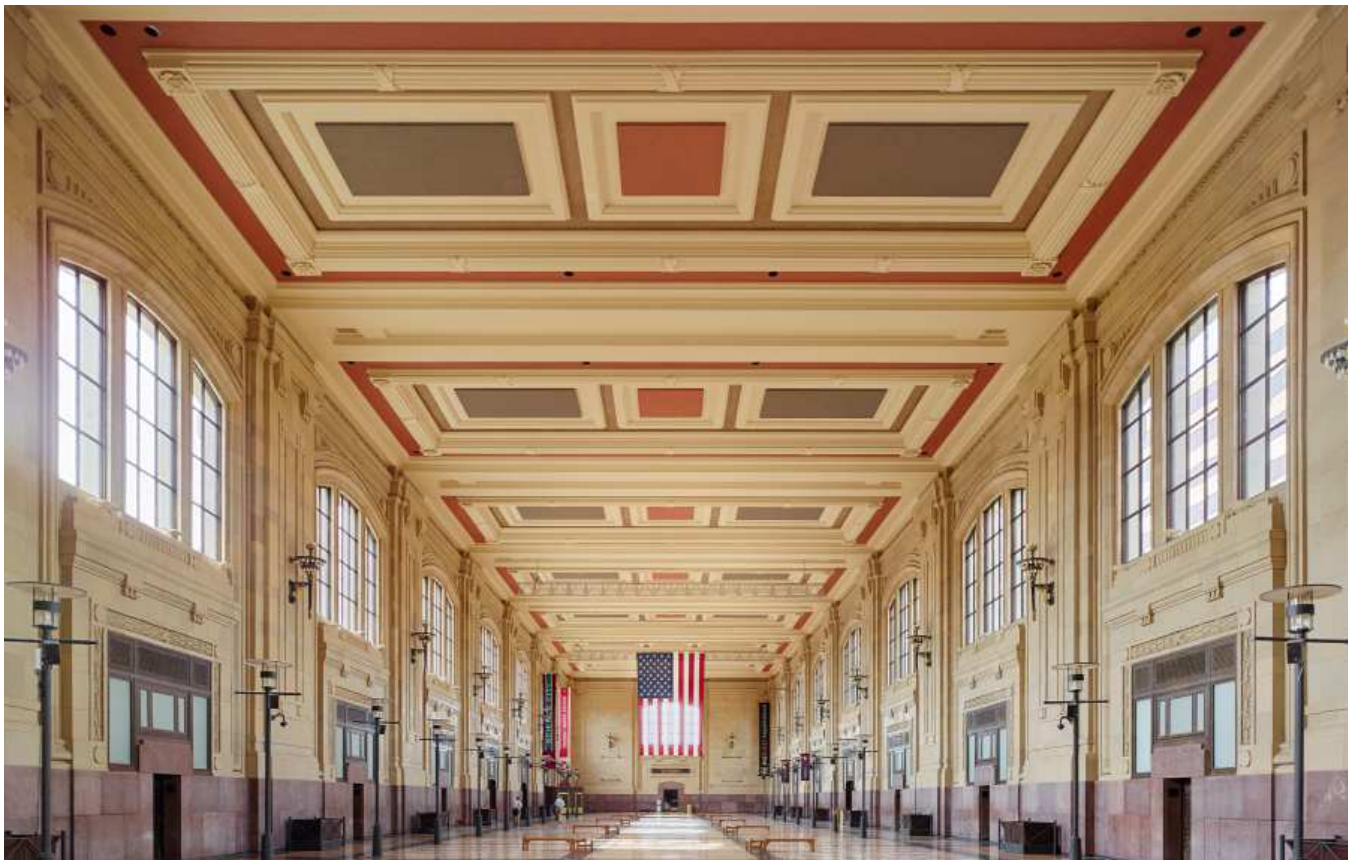
Central Utility Plant Projects

2. Responders shall provide information on the firm's experience on projects of similar size, function, and complexity, similar type of construction and contract dollar amount. Describe no more than five and no less than three projects, including buildings of monumental National Historic landmarks type, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand.

Our Expertise

The Dunn Team brings a wealth of relevant experience, all of which require the use of a collaborative integrated project delivery approach. A project where all stakeholders are involved from concept design through closeout and commissioning will be successful since all parties can address their goals and objectives in advance, anticipate and mitigate project risks and evaluate the best means, methods and materials to complete the work before the project breaks ground. This approach forms a trusting partnership among owner, design team and contractor, that leads to a solid foundation for success.

The following pages present detailed profiles for projects that share similarities to the Wyoming State Capitol. All required extensive knowledge of historic restoration and complex renovation, exceptional communication and partnership, and the ability to execute despite great project challenges has been included. Each of these projects includes glowing client references.



JE Dunn Historic Restoration/Renovation Experience

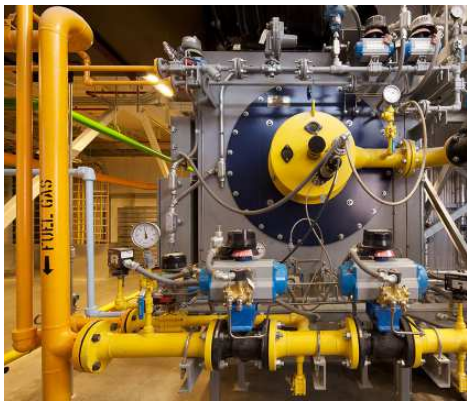
(Projects listed on the National Register of Historic Places)

- Kansas State Capitol Square, Topeka, KS
- Minnesota State Capitol Complex, St. Paul, MN
- Oregon State Capitol, Portland, OR
- GSA Pioneer Courthouse Renovation/Seismic, Portland, OR
- Commerce Trust Building, Kansas City, MO
- Downtown Library Renovation, Kansas City, MO
- DA Morr Transfer Building, Kansas City, MO
- First Presbyterian Church Addition/Renovation, Atlanta, GA
- GSA Earl Cabell Federal Building/Courthouse Renovation, Dallas, TX
- GSA National Archives and Records Administration, Kansas City, MO
- Guadalupe Center, Kansas City, MO
- Hilton President Hotel, Kansas City, MO
- Hamm Building, Kansas City, MO
- Liberty WWI Memorial, Kansas City, MO
- New York Life, Kansas City, MO
- Portland City Hall, Portland, OR
- South Carolina Governor's Mansion, Columbia, SC
- St Gregory's University, Shawnee, OK
- Union Station, Kansas City, MO
- University of Minnesota Jones Hall, St. Paul, MN
- University of Minnesota Northrop Auditorium, St. Paul, MN
- US Post Office Railway Express Building, Kansas City, MO
- Building 120 Eisenhower Hall, Fort Leavenworth, KS
- Building 465 Renovation, Fort Leavenworth, KS
- Civilian Education System, Fort Leavenworth, KS
- Webster Building, Kansas City, MO

NATIONAL ARCHIVES
AND
RECORDS ADMINISTRATION

Office Renovations and Expansions (representative listing)

- 4840 Office Building, Kansas City, MO
- AIA Kansas City Offices, Kansas City, MO
- AT&T Town Pavilion, Kansas City, MO
- Black and Veatch Headquarters, Overland Park, KS
- Blue Cross Blue Shield, Kansas City, MO
- Cerner Corporation, N. Kansas City, MO
- Chick fil A Corporate Headquarters, Atlanta, GA
- City of Kansas City Police Headquarters, Kansas City, MO
- Commerce Bank 811, Kansas City, MO
- CoSentry Data Center, Lenexa, KS
- Kansas City Post Office Railway Express Building, Kansas City, MO
- El Paso Energy Renovation, Houston, TX
- Garmin International, Olathe, KS
- GSA Bolling Federal Building Phases 1-4, Kansas City, MO
- GSA Building 25 Remodel, Denver, CO
- GSA National Archives & Records Administration, Kansas City, MO
- Hill's Pet Nutrition, Topeka, KS
- Louisiana Pacific Corporate Headquarters, Nashville, TN
- Nationwide Insurance, Portland, OR
- New York Life, Kansas City, MO
- OH Dean Building, Kansas City, MO
- Perceptive Software Headquarters, Lenexa, KS
- QTS Roseville Office, Roseville, CA
- JAG/Building 244-55 Renovation, Fort Leavenworth, KS
- ViaWest Cornell, Aurora, CO



Central Utility Plants

- Allied Insurance Corporate Headquarters, Des Moines, IA
- Banner Fort Collins Medical Center, Ft. Collins, CO
- Barbara Davis Center for Childhood Diabetes, Aurora, CO
- Benedictine College Academic Center/New Central Plant, Atchison, KS
- Bryan LGH Medical Center, Lincoln, NE
- Children's Healthcare of Atlanta Campus, Atlanta, GA
- Children's Mercy Hospital Energy Center Expansion, Kansas City, MO
- Conway Medical Center Central Energy Plant, Conway, SC
- Dakota Sioux Hotel, Watertown, SD
- Dallas County Community College Brookhaven College Science Building, Farmers Branch, TX
- Effingham Hospital Central Plant, Springfield, GA
- ExxonMobile Emergency Generator Replacement, Baytown, TX
- GSA IRS Processing Center and Central Utility Plant, Kansas City, MO
- GSA Wayne L. Morse US Federal Courthouse, Eugene, OR
- Heartland Regional Medical Center, Marion, IL
- Houston Community College Northeast Campus, Houston, TX
- IASIS St Lukes Phoenix Central Plant, Phoenix, AZ
- Johnson County Community College Parking Structure and Central Utility Plant, Overland Park, KS
- Medical Center of the Rockies Central Utility Plant, Loveland, CO
- Missouri State Prison Central Plant, Jefferson City, MO
- Parkland Hospital Central Utility Plant, Dallas, TX
- PDX International Airport Central Utility Plant, Portland, OR
- Saint Luke's Hospital Energy Center Addition, Kansas City, MO
- Sprint World Headquarters and Central Utility Plant, Overland Park, KS
- University of Colorado at Boulder Campus Utility System, Boulder, CO
- University of Nebraska at Kearney Central Utility Plant, Kearney, NE
- University of Oklahoma Central Utility Plant, Norman, OK
- Valley View Hospital and Powerhouse, Glenwood Springs, CO
- Van Diest Medical Center Central Plant, Webster City, IA
- Wells Fargo Home Mortgage Corporate Campus and Central Plant, West Des Moines, IA
- Women's Replacement Hospital Energy Center, Baton Rouge, LA

Below are some points of discussion regarding the approach to mitigate cost risk for the WY Capitol Square project:

Project Estimate – Current Status

- Schematic Design is complete and HDR is working through design development. Overall the design process is about 40% complete
- JE Dunn recently concluded its first comprehensive estimate for the project using the Schematic Design documents.
- The (CMAR) integrated project approach between the State, HDR and JE Dunn is a proven approach that will undoubtedly minimize the most risk.

Estimating Process

- Snapshot of the CMAR preconstruction process:
    - Schematic Design Phase: Design, Estimate, Align to Budget (Complete)
    - Design Development Phase: Design, Estimate, Align to Budget (We are currently in DD design phase)
    - Construction Documents Phase:
        - Work Package #1: Design, Estimate, Align
        - Work Package #2: Design, Estimate, Align
        - Work Package #3: Design, Estimate, Align
        - Etc…
        - After all Work Packages are aligned…establish overall Guaranteed Maximum Price (GMP)
- The estimating (and subsequent alignment/value analysis) process we go through at each major design/estimate phase is geared to develop the most value for the project.
- Value is accomplished as the team constantly evaluates:
    - Specifically Where Money is Spent in the Building
    - First Cost vs. Long Term Maintenance & Life Cycle Analysis
    - Balancing Costs Against Historic Restoration, Rehabilitation, Preservation, and/or Replacement Options
    - Smart Integration of Constantly Changing Technology
    - The Most Efficient Routing of Infrastructure
    - Cost of Various Options for Finishes
- The estimating process is iterative in nature, so we don't expect each estimate to land right on the budget target
- A initial Design Development budget (before alignment/value analysis) that is within 5-7% of the target budget is typically reasonable, and usually well within the team's ability to work the project back into budget without effect to the guiding project goals.
- As we progress through the each step of the design process, estimates deviations are minimized.
- Even at the Construction Drawing phase we typically need to look at additional value options to hit the target budget.…but our work is the same…to increase overall value.

Assuring Accuracy of Estimates: Below are some ways we ensure estimate accuracy:

- Use of the schematic design drawings, specifications and narratives provided by the design team.
- JE Dunn's integration with the design and owner group provides us a deep understanding of things that are not yet developed in the drawings…so these potential gaps are filled.
- Apply cost history from actual data for similar projects.
- JE Dunn's lead estimator (David Slovikoski) was also the estimator on recent (similar) State Capitol projects including Kansas and Minnesota. He is also the lead estimator on Oregon.
- We leverage subcontractor budget pricing with each estimate to measure against our internal estimates, and to check market conditions.
- Estimates are reconciled with 3rd party estimates (commissioned by HDR). This allows us to identify any large cost discrepancies and/or misinterpretations that can occur during early stages of design.
- Detailed schedules are used to inform the duration of the project, general timing of activities, and to ensure our estimates take into account appropriate weather conditions.

Investigation (Probe) Work: Extensive investigation of existing conditions has been conducted by JE Dunn & HDR. Information gained is used in our estimates. Examples of exploratory investigation work include:

- Soil Conditions Under Basement Slabs
- Existing Footing Depths & Foundation Connections
- Structural Capacity of Existing Building Components
- Exterior Stone & Precast Condition Assessments
- Windows, Flashings, Copings
- Cornice Metal
- Shaft Sizes to Ensure Infrastructure Routing Fits

Other Considerations To Mitigate Cost Risk:

- For potential risks not accounted for above, appropriate contingencies are included in the project budget:
  - Construction estimate includes a 5% construction contingency for
  - Construction estimate includes a 7.5% escalation factor to take into account for inflation and a growing demand for construction labor and materials.
  - Capitol construction estimate includes a 3% design to allow the project design to appropriately evolve to meet guiding principles.
  - Owner is carrying an additional 10% contingency
  - Note that contingencies are reduced as major project risk milestones pass. This allows contingency funds (if available) to be spent on "wish list" items.
- Labor wage factors used in our estimate are in line with other booming construction areas with labor shortages. In the case of the WY Capitol, we have modeled our estimates after labor costs currently found in Williston, ND (which faces similar labor shortages). These estimated wages are about 1.5x those found in Denver.
- The project will be broken into several "Work Packages" which will be designed and priced in the order they are needed for construction. The cost of each Work Package can be measured against the overall budget. Therefore, if an unexpected cost issue arises in one Work Package, we can solve it incrementally…rather than after the entire project has been designed.
- Detailed estimate clarifications are provided to ensure all parties know what assumptions are included in the construction estimate. This includes our assumptions regarding what will be provided by the owner's soft-cost budgets (i.e. architect's fees, swing space costs, furniture, etc).

Guaranteed Maximum Price

- The project consists of several Work Packages that will be delivered between now and August 2015. Pricing for each Work Package will be measured against the overall project budget.
- If any Work Package unexpectedly comes in over budget, we will align the budget before proceeding with the next Work Package. This process avoids big surprises after the entire project has been designed.
- See timeline of the Work Packages.
- The final Guaranteed Maximum Price (GMP) is established when the final Work Package is complete. Completion of the final Work Package is currently expected to be complete, but the State will know exactly how we are doing against the overall budget at each Work Package stage between now and August.
- The Guaranteed Maximum Price is set for the scope indicated by the Design Documents.

Wyoming State Capitol
February 25, 2015
Budget vs Cost Summary

Total Project Summary Worksheet

Description		Appropriation		Current Estimates		Variance
Project Budget Summary (Construction)						
Capitol Renovation	$	113,000,000	$	120,074,937	$	(7,074,937)
Herschler & Gallery (Incl skin replacement and additional GSF)	$	86,000,000	$	104,213,528	$	(18,213,528)
Added Major Maintenance Funding	$	2,621,000	$	-	$	2,621,000
Total Construction Budget	**$**	**201,621,000**	**$**	**224,288,465**	**$**	**(22,667,465)**
Estimated Soft Costs						
Temporary Accommodations Allowance	$	2,000,000	$	8,154,925	$	(6,154,925)
Furniture, Fixtures & Equipment Allowance	$	8,500,000	$	9,081,484	$	(581,484)
Estimated Project Costs	$	29,500,000	$	31,000,000	$	(1,500,000)
State's Project Contingency	$	20,000,000	$	20,000,000	$	-
Total Owner Soft Cost Budget	**$**	**60,000,000**	**$**	**68,236,409**	**$**	**(8,236,409)**
Additional Appropriation (Pending)	$	31,000,000	$	-	$	31,000,000
Total Project	**$**	**292,621,000**	**$**	**292,524,874**	**$**	**96,126**

What I have inserted is the information that is highlighted in green shading. The attempt was to show the phased GMP approach and how it related to both the Herschler and the Capitol project how each project related to the move out dates. Here are some highlights and talking points:

1. Herschler

- The GMP dates for the Herschler are approximately 30 days prior to the start of the agency move outs. Leases and T.I. work would need to be signed and spaces ready to move but GMP for almost half of the overall project would be secured prior to occupant move out.

2. Capitol

- The Capitol shows a move out date for completion by7/28/15. Assuming we could get all the moves done in 45 days that means the start of moves would need to be +/-6/15/15.

- By 6/15/15 we expect to have our early trade partners onboard, who will be responsible for their costs. This helps reduce the quantity of unknowns and lessons risk.

3. Reliability of numbers

- The reliability of our estimate and costs were a worry for the Oversight Group. I added a line at the bottom that attempts to show the % of hard costs or trade partners that we expect to have on-board by month. We will have a phased approach to an overall GMP and this shows how the risk is mitigated over time. I put in a quick guess at percentages that I will need to firm up on Monday. I would like your opinion on the effectiveness of this metric and graphic? I am trying to address their concern on the expected variances as we firm up portions of the costs versus the cliff that they seem to envision that will happen all at once in August.

To address Senator Nicholas' question of opportunity cost.

1. Delaying move out would mean pushing the start dates back.

2. Current escalation rates are tracking at 1.25% per quarter or 5% per year. 1.25% for a quarter is a $2.5M increase that we may have to account for some portion if we delay the start.

3. Loss of leases. If leases are not ready for move out by dates indicated schedule will push out further. Lots of work has been put into these lease spaces and losing one could have a domino effect.

4. Pushing the Capitol start date back starts to create pressure for not being out a 4th session.

5. Doing both projects (Herschler and Capitol) at the same time creates efficiencies that save the overall project money. Longer duration by doing phases separately creates more cost.

6. HDR and JE Dunn ongoing preconstruction costs.

7. Possible loss of key team members.

It is very difficult to put hard costs on delaying the schedule when there are multiple directions a delayed start could be done. I have tried to list some of the big impacts and how they would impact the project.

Thanks,

Dustin Liljehorn, CPC, LEED® AP | Vice President

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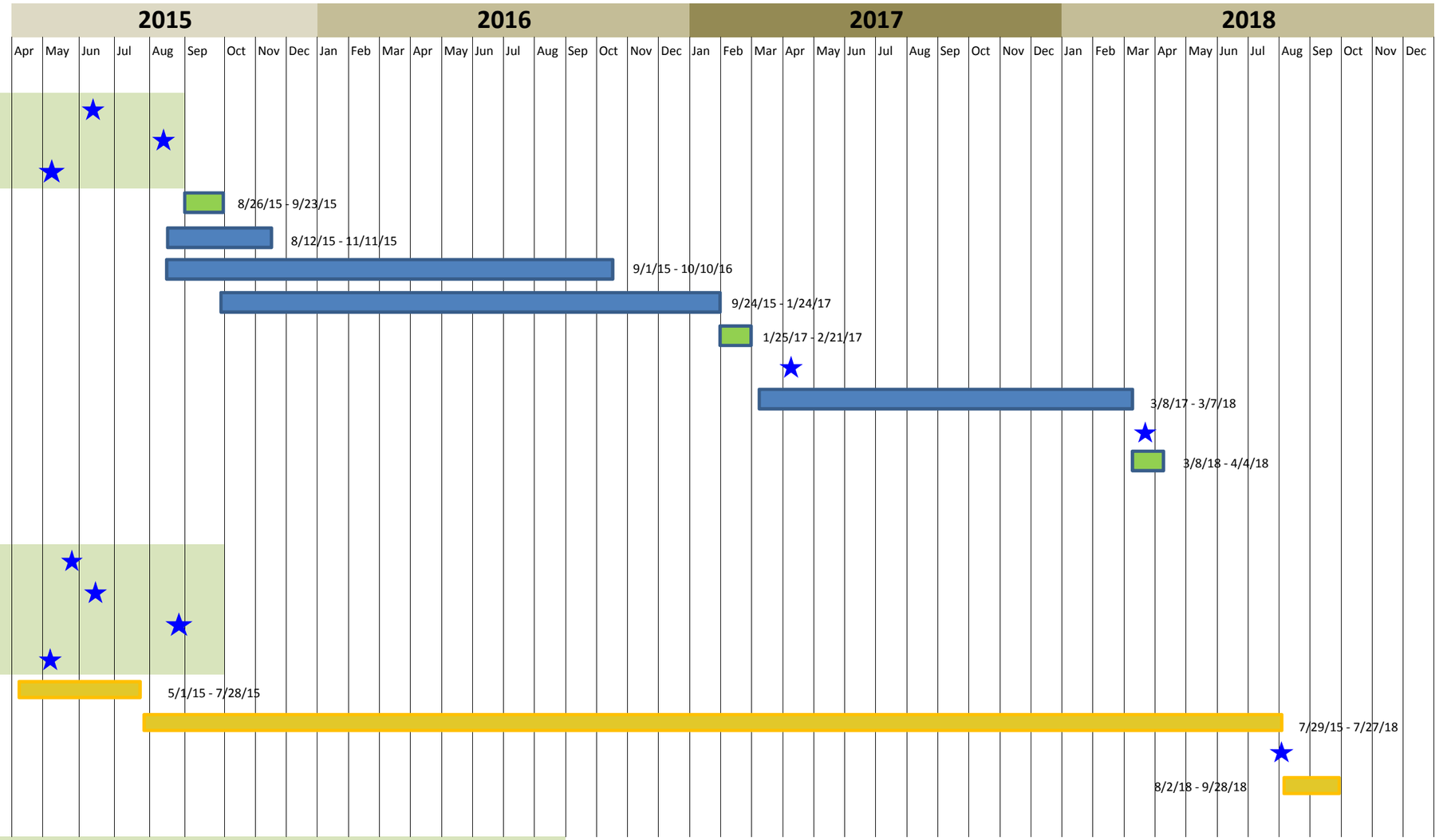
In pursuit of **building perfection®**

Wyoming Capitol Square

Project Schedule Update 2/28/15



Herschler Building Summary

- DD Drawings and Estimate Complete
- CD Drawings and Estimate Complete (Herschler GMP)
- Early Trade Partner Selections
- Agency Moveout - East Wing / Atrium / Garage
- Site Mobilization & Utility Relocates (26th Street and @ CUP)
- Central Utility Plant Project Duration
- Herschler East Wing / Atrium / Addition (Phase 1) - Project Duration
- Agency Moves - West Wing to East Wing and Elected Space Ready
- North Ramp and 26th Street Work Complete
- Herschler West Wing and Gallary (Phase 2) - Project Duration
- Herschler / CUP / Gallery Complete
- Agency Move-in - Herschler West Wing

Capitol Building Summary

- CD Drawings and Estimate Complete Exterior (Exterior GMP)
- DD Drawings and Estimate Interiors
- CD Drawings and Estimate Complete (Capitol GMP)
- Early Trade Partner Selections
- Occupant Move Out and Salvage (Entire Capitol)
- Capitol Renovation - Total Project Duration (Move out to move in)
- Capitol Renovation Complete
- Occupant Move-in Capitol

Known or trade partner bid percentages

STATE OF WYOMING

Department of Administration & Information

Construction Management

Temporary Space Estimated Schedule

Location/Task	TENTATIVE Finish Dates
Kenrick & Idelman	
Owner Reviews	3/20/2015
Design	3/27/2015
Construction Cost Estimate	4/2/2015
Move, Data, Furnishings, etc. Estimate	5/1/2015
Construction	7/28/2015
Move-In	8/4/2015
Jonah Financial Center	
Lease Executed	1/30/2015
Owner Reviews	2/27/2015
Space Planning Design	3/2/2015
Electrical, HVAC, Low Voltage design	3/20/2015
Construction Cost Estimate	3/6/2015
Move, Data, Furnishings, etc. Estimate	5/1/2015
Construction	Phased 3/6/2015 - 11/16/15
Move-In (LSO - Finished Areas)	6/12/2015
Move-In	Phased through 11/16/15
2020 Carey	
Lease Executed	3/16/2015
Owner Reviews	3/23/2015
Design	3/27/2015
Electrical, HVAC, Low Voltage design	3/27/2015
Construction Cost Estimate	3/30/2015
Move, Data, Furnishings, etc. Estimate	5/1/2015
Construction	7/27/2015
Move-In	8/5/2015
614 South Greeley Highway	
Lease Executed	3/16/2015
Owner Reviews	3/30/2015
Design	4/8/2015
Construction Cost Estimate	4/14/2015
Move, Data, Furnishings, etc. Estimate	5/1/2015
Construction	8/6/2015
Move-In	8/12/2015
200 West 17th	
Lease Executed	3/16/2015
Owner Reviews	4/1/2015
Design	4/9/2015
Construction Cost Estimate	4/17/2015
Move, Data, Furnishings, etc. Estimate	5/6/2015
Construction	8/7/2015
Move-In	8/21/2015

CMAR (Construction Manager At Risk) AGREEMENT

Terms of agreement successfully negotiated between Attorney General and JE Dunn

CMAR agreement is based upon form used by School Facilities and drafted by AG.

Key Features –

Construction Manager assists during preconstruction phase with constructability advice and cost estimating

Construction Manager assists with identifying and obtaining best value consistent with project goals

Construction Manager's GMP (guaranteed maximum price) will be negotiated as design nears completion

Construction Manager then charged with overall construction management, management of subcontractors, project schedule and unanticipated events.

Construction Manager at Risk Agreement

Between

The State of Wyoming,

and JE Dunn Construction Company

For

Pre - Construction and Construction Services on the Capitol Square Project

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This Agreement is made by and between State of Wyoming, Department of Administration & Information, Construction Management Division, hereinafter referred to as "Owner", and JE Dunn Construction Company, hereinafter referred to as "CMAR."

The Owner and the CMAR in consideration of the mutual covenants herein set forth, agree as follows:

INTRODUCTORY PROVISIONS

WITNESSETH, that the Owner and CMAR for the consideration hereinafter stated agree as follows:

GENERAL TERMS:

A. The "Owner." The "Owner" referred to in this Agreement is the State of Wyoming, Department of Administration & Information, Construction Management Division.

B. The "CMAR". The "CMAR" referred to in this Agreement is JE Dunn Construction Company.

C. The "Project Architect". The "Project Architect" or "Architect" referred to in this Agreement is HDR Architecture, Inc.

D. Owner's Authorized Representatives. The Owner will designate one or more representatives during construction. The Representatives will provide administration of the Contract as provided for in the Contract Documents. The Representatives will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Representatives will not be responsible for or have control or charge over the acts or omissions of CMAR, Subcontractor, or any of their agents or employees, or any other persons performing any of the Work. Accordingly, the Representatives' failure to identify and give the Architect or CMAR notice of mistakes, omissions, or work product that differs from contract specifications, shall neither constitute a waiver on behalf of the Owner or State of contract requirements, specifications or guidelines imposed, nor constitute an implied acceptance of non-conforming work. The Owner's Representatives shall, at all times, have access to the Work wherever it is in preparation and progress. CMAR shall provide safe facilities for such access so that the Representatives may perform his/their functions under the Contract Documents. Owner's Representative has authority to stop the Work whenever such stoppage may, in his opinion, be necessary to ensure the proper execution of the Contract.

E. Architect and/or Owner's Decision.

1. Except as otherwise provided in the Contract Documents, Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Owner and CMAR. Should CMAR discover any conflicts, omissions, errors or inconsistencies in the drawings or specifications, or have any question about the interpretation or clarification of the Contract Documents or whether Work is within the scope

of the Contract Documents, or if it appears that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, CMAR shall notify the Architect in writing and request interpretation, clarification or the furnishing of additional detailed instructions. Such questions shall be responded to with reasonable promptness by the Architect. Should CMAR proceed with Work affected before receipt of a response from the Architect, any Work which is not in accordance with Architect's interpretation or instructions shall be removed or replaced and CMAR shall be responsible for any resulting damage, defect or added cost.

2. If CMAR disagrees with an interpretation, clarification or instruction given by Architect, or believes that the Work is not within the scope of the Contract Documents, CMAR shall proceed diligently with the performance of such Work and shall comply with any instructions, interpretation or clarification given by Architect. After receipt of an interpretation, clarification or instruction from Architect, CMAR may submit a claim to Architect in accordance with Article 8. Failure to submit such a claim within the period specified shall constitute a waiver of any and all right to adjustment of compensation or Contract Time due to such Work.

3. Pending a decision by Architect and/or Owner, CMAR shall proceed diligently with the performance of the Contract and in accordance with Owner's instructions, interpretations, or clarification, unless the parties to the Contract otherwise agree in writing.

SECTION 1. LEGAL PROCESS: This Agreement is entered into pursuant to the provisions of Wyo. Stat. §16-6-701.

SECTION 2. SCOPE OF THE PROJECT: In accordance with SEA43/SF0103 (2014), the CMAR shall furnish services in connection with the scope of the Project described generally as the Capitol Square Project, the final scope of the project and budget therefor to be determined by the Owner. The scope of the Project is more particularly described as follows:

Pre-construction services and construction management at risk services for Owner for the Capitol Square Project as more particularly described in **Exhibit A**, Scope of Project (hereinafter collectively referred to as the "Projects" and individually as "individual Project" or "Project"), and 2014 Senate Enrolled Act 0043 (2014 Wyo.Sess.Laws, ch. 40). The total estimated construction budget for all of the Project(s) is:

A Construction Cost Limitation (CCL) of one hundred ninety-nine million dollars ($199,000,000) is the maximum monetary amount payable to the CMAR for all Construction Phase services, materials, labor and other work required for completion of the Work in accordance with the Contract Documents. The CCL includes, without limitation, the Cost of the Project and the Construction Phase Fee. By Amendment the CCL may be adjusted by the parties for changes in the Scope of the Project before or after acceptance of each Guaranteed Maximum Price Proposal. The CCL does not include the CMAR's Pre-Construction Phase Fee, or Owner's construction contingency.

SECTION 3. CONTRACT DOCUMENTS: The Owner and the CMAR agree that the Contract Documents for the Project shall consist of this Agreement and the following documents incorporated into and made a part of this Agreement, attached at the time of execution of this Agreement, or to be added by Amendment to this Agreement upon acceptance and approval by the CMAR and Owner, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein, to-wit:

(a) Scope of Project - **Exhibit A.**

(b) The CMAR Pre-Construction Efforts Schedule, **Exhibit B.**

(c) The CMAR Efforts Schedule, **Exhibit C.**

(d) The schedule of payments of the CMAR's Compensation for Basic Services agreed upon between the CMAR and Owner, **Exhibit F**.

(e) Critical Path Method Schedule; **Exhibit D.**

(f) List of those items constituting approved General Conditions Costs for the CMAR, **Exhibit E.**

(g) Insurance and Bon Rate Schedule – **Exhibit H**.

(h) CMAR Guaranteed Maximum Price (GMP) Submission and Agreement, including the estimated General Conditions Costs (e.g. reimbursable expenses).

(i) Phased bonding - **Exhibit G**.

(j) CMAR Final Price Statement.

(k) Any amendments or modifications of this Agreement made after execution of this Agreement.

(l) The Project Drawings and Specifications and related accounting and construction documents, including the signed and sealed documents from the Architect and Architect-produced progress documents.

(m) The CMAR's proposal and interview presentation materials; provided, that in the event any provision of such proposal is in conflict with any provision of the other Contract Documents listed in this section, the provision in such other Contract Document shall control.

(n) Any Early Work Amendment, to be attached hereto at the time of execution.

(o) Contract for Pre-Construction Services, entered into by the parties on August 28, 2014, and all subsequent amendments to that Agreement. To the extent any

conflict exists between the terms of the contract for Pre-Construction Services and the terms of this Agreement, the terms of this Agreement shall control.

The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

SECTION 4. BINDING EFFECT: This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of the Owner and the CMAR and their respective successors and assigns. The effective date of the Agreement is the date on which the Agreement is signed by the last party.

The Owner and CMAR agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES: The CMAR accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the CMAR's reasonable skill and judgment and to cooperate with the Project Architect in furthering the interests of the Owner in the management by the CMAR of the Project defined in the Contract Documents in accordance with the Owner's requirements and construction cost limitations as approved by the Owner and set forth in the Contract Documents.

1.1.1 The CMAR shall furnish pre-construction consultation services and construction administration and management services and shall use the CMAR's reasonable skill and judgment to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner and CMAR shall endeavor to promote harmony and cooperation among the Owner, Owner's Representative(s), Project Architect, CMAR, CMAR's subcontractors and other persons or entities employed by the Owner for the Project.

1.1.2 The Owner, by and through identified authorized representatives, shall have the power to enter into or amend a contract, to approve changes in the scope of the Project or the Work of the Project, to approve and execute a Change Order modifying the Guaranteed Maximum Price or to agree to an extension to the date of Substantial or Final Completion. The Owner shall designate in writing the person authorized to sign documents on behalf of the Owner at the time of the execution of this Agreement.

1.2 TERM OF AGREEMENT: The term of this contract shall be for a period beginning with the date of execution of the Agreement, and continuing through the occurrence of one of the following events, whichever occurs first in time: (1) the approval by the State of the funding for the Project, and the completion of all services provided by the CMAR for the Project and the issuance of a Certificate of Final completion, subject to contractual services under this Agreement for warranty work; or, (2) the termination of this Agreement according to its terms. Any additional services to be provided by the CMAR shall be determined by a separate contract or amendment to this Agreement. This Agreement shall not create a continuing contract for construction management services for future building projects beyond the terms of this paragraph.

1.3 SUBCONTRACTS AND GENERAL CONDITIONS: The subcontracts and general conditions of contract for all subcontractors shall be prepared by the CMAR, subject to the right of review and approval by the Owner.

1.4 DEFINITIONS

1.4.1 THE PROJECT: For purposes of this Agreement, "the Project" shall mean the project described in the Scope of Project, **Exhibit** A. The Project shall have a single construction budget, plans and specifications, schedule, and Guaranteed Maximum Price (GMP).

1.4.1.1 CONSTRUCTION BUDGET: The Construction Budget shall include the anticipated Cost of the Project established by the Owner as identified in Scope of Project - **Exhibit** A, all Construction Management fees, and reimbursable expenses.

1.4.2 THE WORK AND DIVISIONS OF THE WORK: For purposes of this Agreement, "the Work" shall mean all labor necessary to produce the Scope of the Project as set forth in Exhibit A, excluding Preconstruction Services, which may be performed by CMAR through Subcontracts or Multiple Subcontracts, or directly by CMAR, and all materials and equipment incorporated or to be incorporated in such construction or utilized for the construction of the Project. The CMAR is responsible for the construction, administration and/or supervision of the Work under the Contract Documents. The Work shall be organized, designed, and bid on the basis of the Construction Specifications Institute (CSI) Codes.

1.4.3 COST OF THE PROJECT: For purposes of this Agreement, "Cost of the Project" shall mean the total cost of CMAR's Compensation for Basic Services, General Conditions Costs as defined in Article 5 to this Agreement, and Construction Contingency, for the Construction Phase of the Project. "Cost of the Project" shall not include the cost of any insurance and surety contracts purchased or controlled by the Owner, or any other contracts or agreements that are not part of or described by the Contract Documents, or Architect/Engineering or other professional fees and expenses.

1.4.4 CMAR'S COMPENSATION FOR BASIC SERVICES: For purposes of this Agreement, "CMAR's Compensation for Basic Services" shall mean the compensation for services rendered by CMAR during the Construction Phase owed to the CMAR that is to be paid pursuant to the provisions of Article 4, and as further defined in Exhibit F.

1.4.5 GENERAL CONDITIONS COSTS: For purposes of this Agreement, "General Conditions Costs" shall mean those expenses incurred by the CMAR that are to be reimbursed pursuant to the provisions of Article 5.

1.4.6 FAST TRACK PROJECT: For purposes of the Agreement, the term "Fast Track Project" shall mean an Owner elected design and construction schedule that is accelerated to meet the Owner's facility needs which requires the bidding of the Work in multiple phases allowing the CMAR to begin construction prior to the completion of Contract Documents. Any Fast Track Project shall be accomplished in accordance with 2.1.6, below.

1.4.7 CONSTRUCTION CONTINGENCY: The Guaranteed Maximum Price (GMP) will contain a separately-identified contingency amount (the "Construction Contingency"). The Construction Contingency is not allocated to any particular item of the Cost of the Project and is established for the CMAR's use as may be required for the following uses: production and productivity issues during the Project; overtime, schedule acceleration and compression costs; labor and material cost overruns; estimating and purchasing errors; additional weather and winter protection costs that exceed the budget included in the GMP agreement; additional temporary facility and temporary heating costs that exceed the budget included in the GMP agreement; additional subcontractor and / or supplier costs not included within subcontracts, Material & Equipment Contracts and / or purchase orders; or unanticipated or additional costs which are the CMAR's responsibility and not the responsibility of Owner.

The CMAR shall be able to access Construction Contingency during the Project without prior approval of the Owner. CMAR shall provide an accounting of the use of Construction Contingency to the Owner for Owner's review on a monthly basis or upon request. The Owner may disallow the CMAR's use of the Construction Contingency if such use is not fairly and reasonably within the allowed uses described above. The CMAR shall not be required to use the Construction Contingency for costs that are otherwise the responsibility of the Owner and / or would be cause for an increase in the GMP, including, but not limited to, unforeseen conditions, Changes, design errors or omissions, overcoming delay caused by other than CMAR or its subcontractors or Suppliers, etc. Such unforeseen conditions are limited to refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Construction Documents. All savings in the Construction Contingency will accrue and be available for use, only as detailed above, by the CMAR until the CMAR's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner.

1.4.8 GUARANTEED MAXIMUM PRICE: For purposes of this Agreement the term Guaranteed Maximum Price (GMP) shall mean the total of the sum of the Cost of the Project, and CS Fee. For purposes of this Agreement, a GMP shall be provided in two stages, the Guaranteed Maximum Price (GMP) and the Final Price as those terms are defined in this Agreement.

1.4.8.1 COST ESTIMATE: The Cost Estimate shall include the total of the sum of the Cost of the Project and CS Fee. The Cost Estimate shall be provided by the CMAR to the Owner on an ongoing basis, in an electronic cost model made available by CMAR to the Architect and the Owner.

1.4.8.2 GMP PROPOSAL: The CMAR shall submit the GMP proposal for the Project within thirty (30) days of receipt of a request for a GMP by the Owner provided that such request shall not be made prior to the Cost Estimate submitted by the CMAR in paragraphs 1.4.8.1.

1.4.8.2.1 The proposed GMP shall include assumptions, allocations and clarifications with regard to those portions of the Work for which bids have not been let and awarded, which amount shall include a Construction Contingency of not more than that provided at paragraph

1.4.8.1 above of the Cost of the Project. The proposed GMP shall be negotiated between the CMAR and Owner. The proposed GMP shall be subject to additions and deductions by changes in the Work as provided in the Contract Documents. Upon agreement as to the amount of the GMP, the agreed upon GMP proposal shall be set forth in the Owner and CMAR Guaranteed Maximum Price (GMP) Agreement and submitted to the Owner for approval. Such GMP maximum sum, as adjusted by approved changes in the Work, must be within the Owner's Construction Budget which is referred to in the Contract Documents as the Construction Cost Limit.

1.4.8.3 FINAL PRICE: For purposes of this Agreement, "Final Price" or "FP" shall mean the sum of the final Cost of the Project and CS Fee (hereinafter the "Final Price" or "FP"). The FP must be issued by the CMAR to the Owner within forty-five (45) days of the receipt of bids on the last bid package scheduled to be issued for the Project. The Final Price may include a construction contingency not to exceed five percent (5%) and the FP must be within the Owner's Construction Budget. The Owner shall have the right to inspect the records of the CMAR and conduct an audit to confirm the CMAR's calculation of the Final Price.

1.4.9 CRITICAL PATH METHOD SCHEDULE: For purposes of this Agreement, "Critical Path Method Schedule" or "CPMS" shall mean the schedule of the construction phase milestone dates for the bidding of all Subcontracts and the completion of all phases of the Work culminating in the date of the issuance of the Certificate of Substantial and Final Completion by the Project Architect for the Project which shall be attached to this Agreement as **Exhibit** D. The final CPMS shall be provided as part of the submission of the GMP and the GMP agreement. Such CPMS shall be subject to adjustment for delays in the receipt of construction documents from the Project Architect and by approved changes in the scope of the Work, and shall be referred to in the Contract Documents as the Critical Path Method Schedule or CPMS. The CMAR shall coordinate and integrate the CPMS for the Project with the services and activities of the Project Architect. As design proceeds through Schematic Design, Design Development, Construction Documents, and construction phases of the Project the CPMS shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, proposed date of Substantial Completion, and proposed date of Final Completion acceptable to the Owner.

1.4.10 PROJECT TEAM: For purposes of this Agreement, "Project Team" shall mean the Owner, Owner's Representatives, the CMAR, and the Project Architect. Team members for the CMAR shall remain the same through completion of the Project.

1.4.11 CHANGE ORDER: A Change Order is a change to the Project via a written instrument that authorizes an addition, deletion or revision in the Work of the Project, and/or an adjustment in the GMP amount and/or the CPMS that is prepared by the CMAR, approved by the Architect and signed by the Owner and CMAR.

1.4.12 SUBCONTRACTOR: A Subcontractor is an individual or entity having a direct and separate contract with the CMAR or with any other subcontractor for the performance of the Work for this Project.

1.4.13 SUPPLIER or MATERIALMAN: A Supplier is a materialman, manufacturer, fabricator, supplier distributor or vendor having a direct contract or agreement with the CMAR or any Subcontractor to furnish materials, labor or equipment to be incorporated into the Work.

1.4.14 CONTRACT TIME (OR MILESTONES): Adjustments to the "Contract Time (or Milestones)" shall mean adjustment to the Contract Time and/or adjustments to the Substantial Completion Date and Final Completion Date.

1.5 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.5.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated.

1.5.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents, through Final Completion.

1.5.3 The CMAR shall achieve Substantial Completion of the Work and Final Completion of the Work as agreed to by the Owner. Once established, dates of Substantial and Final Completion shall be documented in an Amendment to this Agreement.

1.6 AGREEMENT AND PAYMENT CONTINGENT UPON AVAILABILITY OF FUNDS:

1.6.1 AVAILABILITY OF FUNDS. Each payment obligation of Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by CMAR, the Contract may be terminated by Owner at the end of the period for which the funds are available. Owner shall notify CMAR at the earliest possible time of the services which will or may be affected by a shortage of funds. Owner shall pay all amounts due CMAR for services performed to the date of termination, including payment for services rendered to date and expenses incurred to date. No penalty shall accrue to Owner in the event this provision is exercised, and Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Owner to terminate this Contract in order to acquire similar services from another party.

1.6.2 It is agreed that the obligations of the CMAR herein are expressly contingent upon reasonable proof to the CMAR that the Owner has funds specifically approved to fund the Project.

1.7 COMPLIANCE WITH STATUTES: As a material term of this Agreement, the CMAR shall at all times comply with all applicable federal and state statutes, including, but not limited to:

1.7.1 Wyo. Stat. § 16-6-707(c), requiring the CMAR to comply with the residency and preference requirements imposed under Wyo. Stat. §§ 16-6-101 through 16-6-107 in the procurement of subcontractors and materials.

1.7.2 Wyo. Stat. § 16-6-708 requiring the CMAR to comply with all reporting and administrative requirements including requirements relating to retainage, payment and performance bonding and default contracts.

1.7.3 Wyo. Stat. § 16-6-115 through 16-6-117 regarding final settlement and final payments to contractors and subcontractors.

1.7.4 Wyo. Stat. § 16-6-1001 regarding capital construction projects, preference requirements, etc.

1.8 EQUAL EMPLOYMENT OPPORTUNITY AND VERIFICATION OF IMMIGRATION STATUS: The CMAR shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs; and specifically shall comply with all requirements of the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Wyoming, if required by state or federal law or regulation.

1.9 SEPARATE CONTRACTS.

1.9.1 Owner reserves the right to perform construction or operations related to the project with Owner's own forces, and to let other contracts in connection with this Work or other portions of the project, under conditions of a contract identical or substantially similar to this Contract. If CMAR claims that delay or additional cost is caused by the award of other contracts, or Owner's operations, in connection with this project, CMAR shall submit a claim as provided in Article 8 of this Contract.

1.9.2 If separate contracts are awarded for different portions of the project or other construction or Work on the site, the term "contractor" in the Contract Documents shall mean the contractor, for each portion of the project, named in each separate Owner-Contractor agreement.

1.9.3 As directed, CMAR shall participate with other separate contractors and Architect and/or Owner in reviewing all the construction schedules. CMAR shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedule shall then be the schedule to be used by CMAR, separate contractors and Architect and/or Owner until subsequently revised.

1.9.4 CMAR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work and theirs.

1.9.5 If any of CMAR's Work depends upon proper execution or results of the Work of Owner or any other contractor, CMAR shall, before beginning that portion of CMAR's Work, inspect the other contractor's or Owner's Work and promptly report to Architect and/or Owner any defects in such Work that is discovered with the exercise of reasonable diligence that render it unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so inspect or report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other contractor's work after the execution of CMAR's Work and which could not have been discovered or readily anticipated by or as the result of inspection. Failure to inspect and report as required by this provision shall constitute a waiver of any claim arising out of an alleged defect in Owner's or other contractor's work.

1.9.6 To ensure the proper execution of its subsequent Work, CMAR shall review Work already in place and shall at once report to Architect and/or Owner any discrepancy it discovers with the exercise of reasonable diligence between the executed Work and the drawings.

1.9.7 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

1.9.8 CMAR shall promptly remedy damage caused by CMAR to completed or partially completed construction and to property of Owner or separate contractors.

ARTICLE 2
CONSTRUCTION MANAGER AT RISK'S RESPONSIBILITIES

The CMAR shall perform the services described in this article. The services to be provided under this Article 2 constitute the Construction Management Services to be provided by the CMAR, which are to be divided between Pre-Construction Phase services (paragraphs 2.1, 2.2, 2.3 and 2.4, and Contract for Pre-Construction Services, entered into by the parties on August 28, 2014, and all subsequent amendments to that Agreement, incorporated herein by reference), and Construction Phase services (paragraphs 2.5, 2.6 and 2.7). If the Owner and CMAR agree after consultation with the Project Architect, the Construction Phase may commence before the Pre-construction Phase is completed, in which case both phases shall proceed concurrently.

2.1. GENERAL SERVICES - SCHEMATIC DESIGN, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS CONSULTATION AND EVALUATION: The CMAR shall participate throughout the design process and provide an evaluation of the Owner's program and Construction Budget requirements, each in terms of the other, as they relate to the development of the schematic design, design development and construction documents phases of the Project with the Project Architect and Owner.

2.1.1 CONSULTATION: The CMAR shall jointly schedule and attend regular meetings with the Owner and Project Architect, and other Owner designated committees or groups, specifically including Oversight Group and Advisory Task Force Meetings as requested by the Owner, to review and discuss the design at each phase of pre-construction services, and shall consult with

the Owner and Project Architect regarding site use and improvements, and the selection of materials, building systems and equipment.

2.1.2 CONSTRUCTABILITY RECOMMENDATIONS: The CMAR shall participate in the design development and construction documents process review sessions with the Owner and Project Architect, and shall provide written recommendations regarding the constructability of proposed building design and systems throughout the Pre-Construction Phase of the Project including:

- Construction feasibility, including but not limited to availability, cost and constructability of building materials;
- actions designed to minimize adverse effects of labor or material shortages;
- time requirements for procurement, installation and construction completion; and,
- factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies, along with assisting in and performing other Pre-Construction Phase duties and responsibilities as assigned by the Owner from time to time.

2.1.3 COST ESTIMATES. Based on the mutually agreed-upon program, schedule and construction budget requirements, the CMAR, in consultation with the Project Architect, shall prepare, for approval by the Owner cost estimates as phases identified at paragraph 1.4.8.1 of the projected cost of construction within the Construction Budget with the construction contingency limitations established by the Owner for such phase of the design process.

2.1.4 TESTING AND INSPECTIONS PROCUREMENT ASSISTANCE. Upon the completion of the construction documents, the Architect shall assist the Owner in preparation of the testing and inspection procurement documents provided by the Owner. This shall include but not be limited to identifying all inspections that are required per the contract documents, identifying each specification section relating to the test required and identifying the estimated number of tests. The CMAR shall provide to the Owner a construction schedule illustrating durations anticipated to assist the construction materials testing and inspection service companies with bidding and assist the Owner as applicable.

2.1.5 NOTICE TO PROCEED: The initiation of all pre-construction services for the Project by the CMAR is subject to approval of the Owner. No portion of the schematic design, design development and construction documents phases of the CMAR's service set forth herein shall proceed until the CMAR receives a written Notice to Proceed from the Owner for each phase of the design process. Upon receipt of a written Notice to Proceed with each portion of the design phase services from the Owner, the CMAR shall proceed with the provision of the design services for such phase as described herein.

2.1.6 PHASED "FAST TRACK" CONSTRUCTION: The CMAR shall make recommendations to the Owner and Project Architect regarding the phased issuance of the

construction documents, including drawings and specifications, to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, and identify and recommend the most cost effective work categories, and provide the methods and means to clearly identify and define cost effective work categories and responsibilities included in the specifications and drawings.

2.1.6.1 EARLY WORK. Early work shall mean work approved as "fast track" and authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Unless otherwise agreed to by the parties, Early Work shall be limited to: those items identified as "Design Assist Items;" early procurement of materials and supplies; early release of bid packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the project. All early work items shall be authorized by an amendment to the contract.

2.1.6.2 The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not-to-exceed budget, a not-to-exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in such Amendment. If the Early Work Price is a not-to-exceed budget, then CMAR shall be obligated to perform the Early Work only to the extent that the Cost of Work for the Early Work, together with the CMAR fee, does not exceed the Early Work Price; however, if CMAR performs Early Work with a cost in excess of the Early Work Price the CMAR shall pay such excess cost without reimbursement. If one or more Early Work Amendments are executed, the CMAR shall diligently continue to work toward the development of a GMP Amendment acceptable to Owner, which shall incorporate the Early Work Amendments.

2.1.6.3 Prior to Commencement of the Construction Phase, and in any event not later than mutual execution of the GMP Amendment, CMAR shall provide to Owner a full performance bond and a payment security bond as required by Article 7 of this contract. If an early Work Amendment is executed, CMAR shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. CMAR shall provide to Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of any labor or materials for the performance of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope change that increases the GMP, CMAR shall provide to Owner an additional or supplemental bond in the amount of such increase prior to the performance of the additional work.

2.1.7 SUBCONTRACTORS/SUPPLIERS: The CMAR shall perform the following services relating to Subcontractors and suppliers:

2.1.7.1 The CMAR shall seek to develop Subcontractor and supplier interest in the Project, consistent with applicable legal requirements, and shall furnish to the Owner and

Architect/Engineer a list of possible Subcontractors and suppliers, including suppliers who may furnish materials or equipment fabricated to a special design, from whom competitive bids, quotes, or proposals (collectively, "Offers") will be requested for each principal portion of the Work. Submission of this Subcontractors and suppliers list is preliminary and for discussion purposes only. It is not intended to be an exhaustive list for prequalification. The receipt of this Subcontractors and suppliers list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors and suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object or reject any proposed Subcontractor, supplier or method of procurement.

2.1.7.2 The CMAR shall provide input to the Owner and the Architect regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions. CMAR shall determine the division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes and related issues.

2.1.7.3 The CMAR shall work with the Owner as needed in identifying critical elements of the Work that may require special procurement processes, such as prequalification of Offerors or alternative contracting methods.

2.1.7.4 The CMAR shall support the Owner and Architect in all elements of permitting processes. The CMAR shall initiate processes for construction phase permitting.

2.2 CONSTRUCTION DOCUMENTS PHASE:

2.2.1 REVIEW OF CONSTRUCTION DOCUMENTS: The CMAR shall complete a quality/coordination review of the completed Construction Documents, including all specification and plan drawings submitted by the Project Architect, and prepare detailed construction cost estimates and value engineering assessments preliminary to the GMP addressing constructability, materials and construction techniques, sequencing of construction, separation of contracts, etc., and recommend action, if required, to maintain the Construction Budget. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget as established by the Project Architect's or CMAR's estimate of the Cost of the Project, the CMAR shall make appropriate recommendations to the Owner and Project Architect.

2.2.2 COORDINATION OF SUBCONTRACTORS: The CMAR shall review the Construction Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the CMAR shall promptly notify the Owner in writing.

2.2.2.1 The CMAR shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts are discovered during the Construction Documents phase by the

CMAR through the exercise of reasonable diligence, and the Owner was not informed of such conflicts by CMAR. This provision shall apply only with respect to conflict appearing in the Drawings and Specifications provided for the CMAR's review prior to proposal of the GMP. This provision is not intended to relieve the Architect of its responsibilities with regard to design or quality control, and relates only to the duty of the CMAR to use reasonable diligence to advise the Owner of conflicts in the Construction Documents during their development and prior to the submission of the GMP.

2.2.3 LONG-LEAD TIME ITEMS: The CMAR shall recommend to the Owner and Project Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the CPMS for the Project schedule, which shall be procured by the CMAR upon execution of either a GMP Amendment or Early Work Amendment covering such procurement, and approval of such schedule by the Owner and Architect. Long-lead items shall be procured through the competitive bid process. Approval of payment applications for such stored materials stored off-site shall be conditioned upon submission by the CMAR of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest, including transportation to the Worksite.

2.3 GENERAL PROVISIONS REGARDING PRE-CONSTRUCTION SERVICES

2.3.1 EXTENT OF RESPONSIBILITY: The recommendations and advice of the CMAR concerning design alternatives and potential cost savings shall be subject to the review and approval of the Project Architect, the Owner and any professional consultants retained by the Project Team. It is not the CMAR's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations; provided, however, if the CMAR recognizes or reasonably should recognize that portions of the drawings and specifications are at variance with applicable laws, statutes, ordinances, building codes or regulations or in violation thereof, the CMAR shall promptly notify the Project Architect and Owner in writing of same.

2.4 SUBMISSION OF GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL:

2.4.1 TIME OF SUBMISSION OF GMP: The CMAR shall submit its GMP proposal for the Project as provided in the definition section of the Agreement.

2.4.2 COMPONENTS OF GUARANTEED MAXIMUM PRICE: The CMAR shall include with the GMP proposal a written statement of its basis on the forms provided by the Owner which shall include:

2.4.2.1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2.4.2.2 A Construction Contingency for additional cost of no more than that provided at paragraph 1.4.7 above.

2.4.2.3 A list of allowances and a statement of their basis.

2.4.2.4 A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal to supplement the information contained in the Drawings and Specifications.

2.4.2.5 The proposed GMP, including a statement of the estimated cost organized by Construction Specifications Institute (CSI) Codes, allowances, Construction Contingency, and other items that comprise the GMP and the general conditions items to be reimbursed for the Project and the proposed General Conditions Costs Allocation dollar amount which shall be available to the CMAR for payment of all General Conditions Costs for the Project. The submitted GMP shall include all bids that were provided to the CMAR in order of lowest to highest bid per bid package. The GMP shall also include (to the extent available at the time of the GMP agreement) a list of subcontractors who will be awarded each component of the Work comprising the value of the GMP, identifying which subcontractors are a Wyoming resident contractor or subcontractor, or an non-resident contractor and further illustrating that no less than seventy percent (70%) of the Work comprising the value of the GMP will be awarded to Wyoming Resident Subcontractors, as defined in Wyoming Statute.

2.4.2.6 The Completion Time for Work including:

2.4.2.6.1 Date of Substantial Completion as set forth on the CPMS for the Project upon which the proposed GMP is based, said CPMS to include a schedule of the Construction Documents' issuance dates upon which the date of Substantial Completion is based; and,

2.4.2.6.2 The Date of Final Completion as set forth on the CPMS for the Project upon which the proposed GMP is based, which date will be acceptable to the Owner.

2.4.2.7 The GMP proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the CMAR on other than a maximum cost basis.

2.4.2.8 Accelerated Schedule. Prior to submission of the GMP, CMAR shall endeavor to shorten the proposed schedule for the Construction Phase of the Project, which is currently estimated at 33 months. If CMAR can provide an accelerated schedule that meets Owner's approval, Owner will approve General Condition Costs in an amount computed under the original schedule (i.e. 33 months). The accelerated schedule will be used for all other calculations under the GMP.

2.4.3 REVIEW OF PROPOSED GMP: The CMAR shall meet with the Owner and Project Architect to review the GMP proposal and the written statement of its basis. In the event that the Owner or Project Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMAR who shall make appropriate adjustments to the GMP proposal, its basis or both.

2.4.4 OWNER NEGOTIATION AND ACCEPTANCE OR REJECTION OF GMP: The Owner must accept or reject the GMP proposal for the Project by action of the Owner no more than thirty (30) days after the receipt of the GMP proposal by the Owner.

2.4.4.1 The GMP proposal for the Project shall not be effective without written acceptance by the Owner. If the Owner rejects the CMAR's GMP proposal for the Project, the Owner, Project Architect and CMAR shall again review the GMP and the written statement of its basis, and seek to negotiate a GMP the Owner will accept. As part of such negotiations, the CMAR shall make appropriate recommendations to the Owner and Project Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents to bring the Project within the Construction Budget that shall not delete necessary components of the Project, which specifically include the Preservation Zones identified in the design documents.

2.4.4.2 If agreement is reached on the GMP between the Owner and the CMAR, the CMAR shall accept the GMP by executing the Owner and CMAR GMP Agreement form provided by Owner, and upon such execution the Owner and CMAR GMP Agreement shall be presented to the Owner for approval; such GMP shall not be effective until action approving the GMP has been taken by the Owner and spread on the record of such governmental bodies. If agreement on a GMP is not reached within thirty (30) days of the date of the Owner's written rejection of the GMP proposed by the CMAR, this Agreement may be terminated by Owner pursuant to the provisions of paragraph 10.2.1.

2.4.5 PRE-GMP GENERAL CONDITIONS COSTS: Prior to the Owner's acceptance of the CMAR's GMP proposal for the Project and issuance of a Notice to Proceed, the CMAR shall not incur any cost to be reimbursed as part of the General Conditions Costs, except as the Owner may specifically authorize in writing.

2.4.6 AMENDMENT OF PROJECT SCOPE DOCUMENT TO REFLECT GMP: Upon action by the Owner approving the GMP Agreement, the GMP and its basis shall be set forth as an amendment at the time of the agreement on the GMP, "Owner and CMAR Guaranteed Maximum Price (GMP) Agreement," incorporating therein the GMP Proposal submitted by the CMAR, with any amendments thereto during the negotiations process. The GMP shall be subject to additions and deductions only by a change in the Scope of the Work approved by the Owner as provided in the Contract Documents and the date of Substantial Completion set forth in the CPMS shall only be subject to adjustment as provided in the Contract Documents.

2.4.6.1 PROJECTED COST OF THE PROJECT: For purposes of calculating any adjustment of the CMAR's Post-GMP compensation for basic services, the "projected" Cost of the Project is that set forth on the "Scope of Project" detailing project scope, project schedule, and project construction budget for the Work, **Exhibit** A attached hereto.

2.4.6.2 SAVINGS ON GMP: Should the CMAR complete the Project for less than the GMP, the remaining funds shall be credited to the Owner as a deduction from the GMP; and the CMAR shall also return to the Owner all unused funds from any contingency account as a deduction from the GMP. The CMAR shall not participate in any savings to the Project; all savings shall

be credited to the Owner, provided that savings within the CMAR fee described in Article 4 and General Conditions Costs Allocation described in Article 5 shall be the sole property of the CMAR.

2.4.6.3 GMP EXCEEDED: IF THE GMP IS EXCEEDED, THE CMAR SHALL BE RESPONSIBLE FOR PAYMENT FROM ITS OWN RESOURCES WITH NO CONTRIBUTION FROM THE OWNER OF THE DIFFERENCE BETWEEN THE FINAL PRICE AND THE GMP AS ADJUSTED BY CHANGE ORDERS, IF ANY.

2.4.7 REVISION OF CONSTRUCTION DOCUMENTS PER GMP: The Owner shall authorize and cause the Project Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon allowances, assumptions and clarifications contained in the Scope of Project, **Exhibit** A, for the Project as amended upon acceptance of the GMP. Such revised Drawings and Specifications shall be furnished to the CMAR in accordance with the CPMS schedule agreed to by the Owner, Project Architect and CMAR. The CMAR shall promptly notify the Project Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon allowances, assumptions and clarifications.

2.4.8 APPLICABLE TAXES: The GMP shall include in the Cost of the Project any applicable taxes.

2.4.9 The CMAR shall diligently prosecute and achieve Substantial Completion and Final Completion of the entire Work of the Project as provided in this Agreement.

2.4.10 VALUE ENGINEERING. CMAR will provide Value Engineering (VE) services ongoing through the Project. CMAR shall develop cost proposals, in the form of additions to or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to Owner for its approval. CMAR acknowledges that VE services are intended to improve the value received by Owner with respect to cost reduction or life cycle of the Project.

2.5 CONSTRUCTION PHASE

2.5.1 CMAR ASSUMPTION OF PRIMARY RESPONSIBILITY FOR THE WORK: The CMAR shall assume the primary responsibility for the overall administration of the construction contracts on behalf of the Owner, and shall provide a full field staff throughout construction for the purpose of managing, inspecting, scheduling, and coordinating the subcontractors; and shall monitor the progress, performance, quality and contract compliance of the subcontractors' activities.

2.5.1.1. CMAR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of CMAR's Work under the Contract.

2.5.1.2. CMAR shall cooperate with Architect and Owner, and their employees and representatives.

2.5.1.3. CMAR shall provide sufficient labor to perform the Work. If CMAR fails to provide sufficient labor, Architect and/or Owner may give CMAR written notice, instructing CMAR to correct the problem within the time specified in the notice. If the problem has not been corrected within the time specified in the notice, Architect and Owner may utilize the provisions in the Contract for correcting defective or non-conforming Work.

2.5.1.4. CMAR shall be responsible to Owner for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with CMAR. CMAR shall at all times enforce strict discipline and good order among its employees and shall ensure its employees exhibit appropriate professional behavior and are skilled in the tasks assigned to them. Architect and Owner may direct CMAR to promptly remove a person who does not comply with this provision from the project site for the duration of the Contract.

2.5.1.5. Should CMAR cause damage to any other contractor or any subcontractor on the project, CMAR agrees to use its best efforts to settle the controversy with such contractor or subcontractor by agreement. If such contractor or subcontractor sues Owner on account of any damage alleged to have been sustained, Owner shall notify CMAR, who shall indemnify and hold harmless Owner, including the costs and expenses associated with the defense of the action, and if any judgment against Owner is entered, CMAR shall pay or satisfy it.

2.5.2 COMMENCEMENT OF THE WORK: The Construction Phase shall commence when the Owner accepts the CMAR's GMP and the CPMS proposal, and a Notice to Proceed is issued in writing by the Owner.

2.5.3 ADMINISTRATION

2.5.3.1 ACTUAL PERFORMANCE OF THE WORK THROUGH MULTIPLE SUBCONTRACTS: All of the Work on the Project shall be performed under subcontracts (hereinafter referred to as "Subcontracts"), except those performed by the CMAR. The CMAR shall advertise for competitive bids for each Subcontract and award such Subcontracts according to applicable law. The Owner has established the regular manner for advertising for competitive bids for this Project which is a part of the Contract Documents for the Project. The regular manner established by the Owner for advertising for such competitive bids shall be followed by the CMAR. The CMAR shall obtain the competitive bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work. As part of the process of obtaining competitive bids for the Work, the CMAR shall perform the following responsibilities:

2.5.3.2 PREQUALIFICATION OF SUBCONTRACTORS: If, upon obtaining the Owner's consent, the CMAR elects to perform a prequalification process prior to the development of bid packages for any portions of the work, the CMAR shall notify the Owner of the results of any prequalification process. Prior to publicly releasing the results, the CMAR shall allow the Owner an opportunity to review and comment.

2.5.3.3 CMAR DEVELOPMENT OF BID PACKAGES: The CMAR shall develop bid packages and solicit Subcontractor interest in the Project with emphasis on the development of bid packages that will encourage participation by local contractors.

2.5.3.4 ADVERTISEMENT FOR COMPETITIVE BIDS: As the Owner's representative, advertise for competitive bids for all portions of the Work pursuant to the following bid process, to-wit:

2.5.3.4.1 All contracts for work related to building construction, remodeling or repair or site improvements will be bid in accordance with state statutes in the regular manner established by the Owner. All other contracts will be handled under current Owner policies and regulations.

2.5.3.4.1.1 Building construction, remodeling or repair or site improvement projects should be combined to the extent possible.

2.5.3.4.1.2 The regular manner established by the Owner for advertising for bids and Proposals for all contracts for the construction of all improvements and work listed for the Project shall be by: (a) preparing invitations for bids and proposals and proposed contract documents; (b) publishing public notice which includes the general nature of the proposed work, fixes the hour, date, time and location of the Owner offices where such bids and proposals shall close, or be received or opened, and provides the name and telephone number of a person to be contacted by anyone interested in submitting a bid and proposal to contract for such work in the Casper Star-Tribune and the Wyoming Tribune-Eagle, newspapers of general circulation Statewide, and construction industry "plan rooms" including the Wyoming Plan Service, at least thirty (30) days prior to bid and proposal opening and providing other public notice; (c) establishing evaluation criteria, interview and selection procedures which may include consultations with one or more bidders according to the requirements of any federal, state, and local laws applicable; and (d) preparing, signing, executing and delivering all documents, and taking or causing to be taken all other necessary or appropriate action to complete the bidding and proposal process for each contract; and that the above shall and is hereby determined to be the regular manner established by the Owner for advertising for bids and proposals for all contracts for the Project.

2.5.3.4.1.3 The above regular manner established by the Owner relates to all forms of construction, remodeling, or repair and all contractors and subcontractors, including the various forms of "CMAR as Constructor" (CMAR) and any subcontracts thereunder.

2.5.3.4.2 In implementing the forgoing bid process, the CMAR shall be generally responsible for including, but not limited to:

2.5.3.4.2.1 SCHEDULE FOR LETTING BIDS: Establish a schedule for letting bids for each portion of the Work pursuant to the Critical Path Method Schedule (CPMS) established for the Project.

2.5.3.4.2.2 DATES FOR ADVERTISEMENT OF BIDS: Establish dates for advertising for and opening of bids.

2.5.3.4.2.3 LOCATION OF BID OPENING AND READING AND AVAILABILITY OF BIDS: All bids will be opened at the Owner offices or other site designated by the Owner, and shall be read aloud in public to those present. All submitted bids shall be available for public inspection thereafter during the normal business hours for the Owner's administrative offices.

2.5.3.4.2.4 PUBLICATION OF BIDS: Arrange for publication of advertisement for bids, which publication shall fix the day and hour upon which the bids shall be returned or received, and the date, hour and location the bids will be opened, and that the bids shall be opened in the presence of the bidders, or representatives of the bidders, when the hour is reached for the bids to close.

2.5.3.4.2.5 REPRODUCTION AND DISTRIBUTION OF CONSTRUCTION DOCUMENTS: Reproduce and distribute the Plans and Specifications for the portion of the Work being let for bids to all prospective bidders.

2.5.3.4.2.5.1 The CMAR shall include the following specific notices in the information to proposers:

2.5.3.4.2.5.1.1 The successful bidder's responsibility to provide workers' compensation insurance in accordance with Wyo. Stat. § 27-14-206 and 27-14-207.

2.5.3.4.2.5.1.2 The notice to all bidders that the CMAR will comply with Wyo. Stat. § 16-6-106, the Wyoming materials preference in requests for bids and proposals which provides: "All requests for bids and proposals for materials, supplies, agricultural products, equipment, machinery and provisions for the construction, major maintenance and renovation of every state, county, municipal, community college district or school district institution shall contain the words preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state.'"

2.5.3.4.2.5.1.3 The notice regarding trench and shoring safety required by applicable state and federal codes and regulations.

2.5.3.4.2.5.2 Nothing herein shall preclude the CMAR from including other notices in the Construction Documents required or allowed by law.

2.5.3.4.2.6 PRE-BID CONFERENCES: Be in attendance at and conduct pre-bid conferences as necessary with firms interested in submitting bids as Subcontractors following the CPMS for the Project.

2.5.3.4.2.7 RECEIPT OF INFORMATION FROM BIDDERS: Confirm with all prospective Subcontract bidders that they will provide all information requested of bidders on the Work required by the Owner in the bid documents.

2.5.3.4.2.8 PRESENCE AT BID OPENINGS: Be present at all bid openings.

2.5.3.4.2.9 MINIMUM NUMBER OF BIDS AND EVALUATION OF BIDS: For a bid package to proceed to award there must be not less than three (3) bona fide bids submitted, unless such requirement is waived for good cause by the Owner; "good cause" shall be determined on a case-by-case basis in consideration of the receipt of competitive nature of the bids received and the progress of the Work. Should the CMAR receive less than three (3) bids for a particular bid package, the CMAR shall not open the bid packages until they have remarketed the bid package and received no less than three (3) bona fide bids. After the CMAR has received a minimum of three bids per bid package they shall in consultation with the Owner and Project Architect, evaluate each bid and bidder, and make written recommendations to the Owner regarding which bids will be accepted as the lowest responsible bid for portions of the Work being bid.

2.5.3.4.2.9.1 LOW RESPONSIBLE BID: The contract shall be awarded to the low responsible bidder in accordance with W.S. 16-6-1001.

2.5.3.4.2.9.2 The CMAR shall provide to each submitting bidder upon request a summary of the bids and notice of the bid determined to be the low responsible bidder within ten (10) business days of the determination by the CMAR.

2.5.3.5 BIDDING BY CMAR: Should the CMAR or a construction contractor in any way affiliated with the CMAR submit a bid for a portion of the Work being let for bids, the same procedures and processes as required of all bidders shall be followed, except that any bid by the CMAR or a construction contractor in any way affiliated with the CMAR must be submitted twenty-four (24) hours before all other bids are due to be submitted, and the bid of the CMAR or a construction contractor affiliated in any way with the CMAR may only be accepted if such bid is the lowest responsible dollar amount bid.

2.5.3.6 NON-ACCEPTANCE OF LOW BID RECOMMENDED BY CMAR TO OWNER: If the GMP has been established and a specific bidder among those whose bids are received through the competitive bidding process (1) is recommended to the Owner by the CMAR as the lowest responsible bid; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the CMAR may require that a change in the Work be issued to adjust the Critical Path Method Schedule and the GMP by the difference between the bid of the person or entity recommended to the Owner by the CMAR and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.5.3.7 CONFORMANCE BY MATERIAL SUPPLIERS: Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the bidding provisions herein.

2.5.3.8 REBIDDING OF WORK: In cooperation with the Project Architect and Owner, the CMAR shall re-bid any portion of the Work for which no satisfactory bid has been received.

2.5.3.9 BONDS: The CMAR may require bidders to submit bid bonds or other bid security, and confirmation of the bidder's ability to obtain payment and performance bonds and certificates of insurance acceptable to the CMAR and Owner as a prerequisite to bidding on portions of the Work to be performed by Subcontract.

2.5.4 PREVAILING WAGES: CMAR and its Subcontractors shall comply with the Wyoming Prevailing Wage Act of 1967, Wyo. Stat. §§ 27-4-401 through -413, as amended, including but not limited to the following requirements:

.1 Wage and Hour Provisions. Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workers.

.2 Payroll Records. CMAR, and each of its subcontractors, shall keep, or cause to be kept, an accurate payroll record, showing the name, occupation, address, Social Security number and classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker. The payroll record shall be certified and shall be available for inspection by the Wyoming Department of Workforce Services or Owner at all reasonable hours at the principal office of CMAR. Copies of payroll records shall be furnished to the Wyoming Department of Workforce Services or Owner, at its request. Owner shall reimburse CMAR for the cost of reproduction.

HOURS OF WORK: Pursuant to Wyo. Stat. § 16-6-110, CMAR and its Subcontractors shall not require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week, except that an employee may agree to work more than eight (8) hours per day or more than (40) hours in any week, provided the employee shall be paid at the rate of one and one-half (1 ½) times the regularly established hourly rate of all work in excess of forty (40) hours in any one (1) week.

2.5.5 UNCOVERING AND CORRECTION OF WORK.

2.5.5.1 UNCOVERING OF WORK: If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the CMAR's expense without change in the Contract Time.

2.5.5.1.1 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the CMAR. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the CMAR's expense unless the condition was caused by the Owner or a separate CMAR in which event the Owner shall be responsible for payment of such costs.

2.5.5.2 CORRECTION OF WORK

2.5.5.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION: The CMAR shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the CMAR's expense.

2.5.5.3 AFTER SUBSTANTIAL COMPLETION: In addition to the CMAR's obligations under this Agreement, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under this Agreement, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CMAR shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the CMAR a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the CMAR and give the CMAR an opportunity to make the correction, the Owner waives the rights to require correction by the CMAR and to make a claim for breach of warranty. If the CMAR fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with this Agreement.

2.5.5.3.1 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

2.5.5.3.2 The one-year period for correction of Work shall not be extended by corrective Work performed by the CMAR pursuant to this Section 2.5.5.2.

2.5.5.4 The CMAR shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the CMAR nor accepted by the Owner.

2.5.5.5 The CMAR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate CMARs caused by the CMAR's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

2.5.5.6 Nothing contained in this Section 2.5.5.2 shall be construed to establish a period of limitation with respect to other obligations the CMAR has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 2.5.5.3 relates only to the specific obligation of the CMAR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the

CMAR's liability with respect to the CMAR's obligations other than specifically to correct the Work.

2.5.5.7 ACCEPTANCE OF NONCONFORMING WORK: If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.6. CONTRACTS OF SUBCONTRACTORS AND PAYMENT TO CMAR FOR SUBCONTRACTS: All Subcontractor contracts shall be between the Subcontractor as a party thereto and the CMAR; except in the event the CMAR is awarded the contract, such portion of the Work of the Project shall be treated as self performed work by the CMAR; the CMAR compensation for such Work shall be treated only as a Cost of the Project and shall be added to this Agreement by amendment separate from the CMAR fee paid under Article 4 hereof, and based upon the amount of the bid submitted by the CMAR for such Work. Payment by the Owner of the CMAR for the cost of each subcontract shall be made pursuant to Article 6 hereof.

2.6.1 ESTABLISHMENT OF PROJECT SCHEDULE: The CMAR shall establish a Project schedule consistent with the CPMS schedule, and inform all subcontractors of the Project schedule and require all subcontractors to comply therewith.

2.6.2. PROGRESS MEETINGS WITH SUBCONTRACTORS: The CMAR shall schedule and conduct progress meetings, on a bi-weekly basis or more often as determined necessary by the Owner, Project Architect or CMAR, at which the Owner, Project Architect, CMAR and appropriate CMAR Subcontractors can discuss the status of the Work. The CMAR shall prepare and promptly distribute meeting minutes. The CMAR shall provide periodic presentations updating the progress, quality and status of the Work of the Project to the Owner at the Owner's request at no additional cost to the Project.

2.6.2.1 CORRECTIVE ACTION PLANS: Progress of the work shall be reported at said meetings with reference to the CPMS construction schedule. The CMAR shall submit to the Owner and Project Architect with each periodic application for payment for each subcontractor a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

2.6.2.2 SUBCONTRACTOR RECOVERY PLAN: In the event that a subcontractor shall fall behind schedule at any time due to its own fault or actions, the CMAR shall develop with that subcontractor a recovery plan and deliver the recovery plan to the Owner and Project Architect with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps subcontractor shall take to meet the requirements of the subcontract. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of subcontractor to meet the Substantial Completion Date or the Final Completion Date.

2.6.3 MONTHLY REPORTS/DAILY LOG: The CMAR shall provide monthly written reports to the Owner and Project Architect on the progress of the entire Work. The CMAR shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Project Architect at any time during work hours, and shall be presented for discussion at the meetings referenced in subparagraph 2.6.2 above.

2.6.4 COST CONTROL SYSTEM: The CMAR shall develop a system of cost control for the Work including regular monitoring of actual costs for activities in progress, including changes to the Work of the Project approved by the Owner, and estimates for uncompleted tasks and proposed changes; provided that such monitoring and differences between actual costs and estimates shall not be the basis for a Change Order. The CMAR shall identify variances between actual and estimated costs and report the variances to the Owner and Project Architect at regular intervals. Cost control reports shall be included as part of the monthly written report to be provided by the CMAR pursuant to subparagraph 2.6.3 of this Agreement.

2.6.5 ACCOUNTING AND ACCOUNTING RECORDS: The CMAR shall maintain a system of accounting consistent with generally accepted accounting principles. The CMAR shall preserve all accounting records for a period of four (4) years after final acceptance of the Work. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.

2.6.6 QUALITY CONTROL PROCEDURES: The CMAR shall develop and maintain a program, acceptable to the Owner and the Project Architect, to assure quality control of the construction. The CMAR shall supervise the Work of all Subcontractors, providing instructions to each when its Work does not conform to the requirements of the Drawings and Specifications of the construction documents, and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as not to affect the progress of the Work. Should disagreement occur between the CMAR and the Project Architect over acceptability of Work and conformance with the requirements of the Drawings and Specifications, the Project Architect shall be the final judge of performance and acceptability.

2.6.7 CONFIRMATION OF OWNER PROVIDED INFORMATION: CMAR shall be entitled to rely upon information relating to the performance of the Work of the Project provided by the Owner, and shall advise the Owner in writing of any variance it discovers with the exercise of reasonable diligence between the information provided and the actual conditions and shall be responsible for any cost to the Project resulting from a failure to so advise the Owner. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, CMAR shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property.

2.6.8 LINES OF AUTHORITY: The CMAR shall establish on-site organization and lines of authority in order to carry out the overall plans of construction. The CMAR shall identify an on-site staff member to represent the CMAR on a daily basis with authority to negotiate Change Orders and contract modifications on behalf of the CMAR. The CMAR shall make available

such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the CMAR so as not to delay the progress of the Work.

2.6.9 MANAGEMENT COORDINATION:

2.6.9.1 PROCEDURES FOR COORDINATION: The CMAR shall establish procedures for coordination among the Owner, Project Architect, Subcontractors and CMAR with respect to all aspects of the Work. The CMAR shall require of the various Subcontractors coordination drawings as may be necessary to properly coordinate the Work among the Subcontractors. In coordination with the Project Architect, the CMAR shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples as required by the General Conditions of the Contract.

2.6.9.2 ON-SITE STAFFING: The CMAR shall maintain exclusively for the Project a competent, duly licensed and certified full-time staff at the Project Site to coordinate and direct the Work and progress of the Subcontractors. All of the CMAR's on-site management and supervisory personnel shall be consistent with the CMAR's interview presentation and shall not be removed or replaced without the Owner's consent, which consent will not be unreasonably withheld. The Owner shall have the right to direct the CMAR to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event the CMAR shall promptly replace such personnel without consideration of any additional compensation for the replacement. Such on-site staffing shall include:

2.6.9.2.1 PROJECT MANAGER: CMAR's project manager, while not required to be present full-time at the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion have been completed or corrected in accordance with the Construction Documents.

2.6.9.2.2 ON-SITE SUPERINTENDENT: The CMAR shall have a Superintendent on the site of the Work at all times the Work is being performed. CMAR's Superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion have been completed or corrected. From Substantial Completion until Final Completion, the Superintendent shall be on the site as necessary to ensure that Final Completion occurs within the time specified. The CMAR's Superintendent's services shall include: (1) Review all stages of construction to become intimately familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents; (2) be responsible to assure that the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work performed by the subcontractor are in compliance with the Contract Documents and all local, state and federal regulations; (3) make continuous on-site inspections to check quality or quantity of the Work; and, (4) keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

2.6.9.2.3 EVALUATION AND SUPERVISION OF SUBCONTRACTORS: The CMAR shall determine the adequacy of Subcontractors' personnel and equipment, and the availability of materials and supplies to meet the CPMS. In consultation with the Owner and Project Architect, the CMAR shall take necessary corrective actions when requirements of a Subcontract or a Subcontractor's schedule are not being met due to the fault of the Subcontractor at no cost to the Owner.

2.6.10 CHANGE ORDERS: The CMAR shall develop and implement a system for the preparation, review and processing of Change Orders subject to Owner approval. Without assuming any of the Project Architect's responsibilities for design, the CMAR shall recommend necessary or desirable changes to the Owner and the Project Architect, and shall review requests for changes and submit recommendations to the Owner and Project Architect.

2.6.10.1 COST ESTIMATES OF CHANGES IN THE WORK: Upon request by the Owner or Project Architect, the CMAR shall promptly prepare and submit estimates of probable cost for changes proposed in the Work, including similar estimates from the Subcontractors. If directed by the Owner, the CMAR shall promptly secure formal written Change Order Proposals from a Subcontractor.

2.6.11 SAFETY AND SECURITY OF JOB SITE: The CMAR is solely responsible for the security and safety of the Project and the Project premises. The CMAR shall make provisions for Project security to protect the Project site and materials stored off site against theft, vandalism, fire and accidents as required by job and location conditions, and protect the staff, patrons and the public, including but not limited to, the job site security requirements and protocols. Mobile equipment and operable equipment at the site and hazardous parts of new construction subject to mischief shall be locked or otherwise made inoperable or protected when unattended.

2.6.12 SUBSTANTIAL AND FINAL COMPLETION:

2.6.12.1 SUBSTANTIAL COMPLETION: Substantial Completion is the stage in the progress of the Work when the Project Architect has determined that the Work or designated portion thereof is sufficiently complete in accordance with Article 6.6. As a further condition of a determination of Substantial Completion, the CMAR shall certify that all remaining Work shall be completed within thirty (30) days or the CMAR shall provide a schedule for Final Completion approved in writing by the Owner; the CMAR shall make such certification by signing the Project Architect's Substantial Completion Certificate as approved by Owner.

2.6.12.2 FINAL COMPLETION: The CMAR shall achieve Final Completion of the Work of the Project by not later than thirty (30) days following the issuance of the Certificate of Substantial Completion or the date provided in the CMAR's schedule for Final Completion approved in writing by the Owner. The date of Final Completion is the date certified by the Project Architect that the Project Architect finds that the Work of the Project, including the work of all of the CMAR's subcontractors, is acceptable under the Contract Documents and the CMAR's contractual obligations are fully performed as set forth in Article 6.9. The Project Architect's certification of Final Completion shall occur upon receipt and review by the Project

Architect and Owner of the CMAR's written notice that the Work is ready for final inspection and acceptance.

2.7 PROFESSIONAL SERVICES: The CMAR shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the CMAR has specifically agreed in writing to provide such services. In such event, the CMAR shall cause such services to be performed by appropriately licensed professionals.

2.8 UNSAFE MATERIALS: If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the CMAR, the CMAR shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Project Architect immediately, either orally or in writing and if conveyed orally said report shall be confirmed in writing within one (1) working day. The CMAR shall act to prevent threatened damage, injury or loss. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CMAR and, in the event such material or substance is found to be present, the Owner shall act to remedy the condition.

2.9 PHOTOGRAPHS. After construction operations have been started at the site, CMAR shall provide photographs of the Work taken each week until completion of the Work. The actual number and location of views to be taken each month shall be as directed by Architect and/or Owner, but in any event as necessary to properly document all aspects of the Work and safety of persons on the premises. Photographs shall be kept electronically and transferred to the Architect and/or Owner.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 PROJECT INFORMATION: The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. The Owner shall establish and update a Construction Budget for the Project, based on consultation with the CMAR and Project Architect, which shall include contingencies for changes in the Work of the Project and other costs which are the responsibility of the Owner.

3.1.2 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS: In the Pre-Construction Phase, the Owner shall furnish the reports, surveys, drawings and tests described in paragraphs 3.1.2.1 through 3.1.2.5 with reasonable promptness and at the Owner's expense. CMAR is entitled to reasonably rely on the information in such documents.

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the Project site which are required by law. If the CMAR requests additional testing in excess of the budgeted amount for testing in the Owner's Program Statement prepared by the Project Architect, such testing must receive prior written approval from the Owner.

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavement and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3.1.2.3 The services of geotechnical engineers when such services are requested by the CMAR and approved by the Owner, if not already provided prior to commencement of the Work by the Owner. Such services reasonably required by the scope of the Work of the Project may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, valuations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions with reports and appropriate professional recommendations.

3.1.2.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.2.5 The services of other consultants requested by the CMAR when such services are reasonably required by the scope of the Work of the Project and are agreed to by the Owner.

3.2 OWNER'S DESIGNATED REPRESENTATIVE: The Owner shall designate authorized representative(s) to act on the behalf of the Owner in the day-to-day administration of the Project.

3.3 PROJECT ARCHITECT: The CMAR's services shall be provided in conjunction with the services of a Project Architect. The terms of the agreement between the Owner and the Project Architect shall be available for inspection by the CMAR upon request.

3.4 LEGAL REQUIREMENTS: The Owner shall determine and advise the Project Architect and CMAR of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the State of Wyoming.

3.5 INSPECTION AND TESTING: The Owner shall provide or contract for, independently of the CMAR, the inspection services, the testing of construction materials engineering, and verification testing services necessary for acceptance of the Work of the Project by the Owner.

ARTICLE 4
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

4.1 COMPENSATION

4.1.1 COMPENSATION FOR COMPLETION OF THE PROJECT: The Owner and CMAR agree that the Owner shall pay the CMAR pursuant to the provisions of Article 6 of the Agreement the following amounts under the following terms and conditions:

4.1.1.1. GENERAL CONDITIONS COSTS: The General Conditions Costs shall be paid pursuant to the provisions of Articles 5 and 6 of the Agreement; and

4.1.1.2 CMAR'S COMPENSATION FOR PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES: The CMAR's Compensation for services shall be divided for purposes of this Agreement between Pre-Construction Phase services and Construction Phase services, with compensation for such services being determined as follows:

4.1.1.2.1 PRE-CONSTRUCTION SERVICE FEE COMPENSATION - CONSULTATION PHASE PERSONNEL EXPENSES. The CMAR's personnel expenses for the Pre-Construction services pursuant to paragraphs 2.1, 2.2 and 2.3 of this Agreement, exclusive of pre-construction services performed pursuant to the Contract for Pre-construction Services and amendments thereto, shall be the sum as following:

Pre-construction Fee: Four hundred twenty-five thousand, three hundred ninety-eight dollars ($425,398.00).

CMAR's personnel to provide the construction management services under this Agreement and the maximum personnel expense for such services is set forth on the Efforts Schedule prepared for the Project by the CMAR; such Efforts Schedule having been attached hereto as **Exhibit** B. Any personnel expense or reimbursable expense in excess of that provided in the Efforts Schedule shall at the cost of the CMAR. Payment of the CMAR'S Pre-Construction Service Fee (PCS Fee) upon receipt of a Notice to Proceed from the Owner shall be allowed to bill up to 100% of the pre-construction services phase amount set forth in the Pre-Construction Efforts Schedule **Exhibit** B.

4.1.1.3 Not Used.

4.1.1.4 CONSTRUCTION PHASE COMPENSATION. The CMAR's compensation for Construction Phase Services shall be the total of the Cost of the Project (which is the total of CMAR's Compensation for Basic Services plus General Conditions Cost plus Contingency) plus CMAR's Construction Services Fee.

4.1.1.4.1 CONSTRUCTION SERVICE FEE COMPENSATION. The CMAR's stipulated maximum fee for Construction Phase services pursuant to paragraphs 2.5, 2.6 and 2.7 of this Agreement for CMAR's corporate profit and risk for the construction of all Projects shall be the sum as follows:

Construction Fee: Four million, four hundred seventy-seven thousand, five hundred dollars ($4,477,500.00).

Payment of the CMAR's Construction Service Fee (CS Fee) shall be based upon percentage of the total Cost of the Project completed at the time of each submitted periodic invoice for services to be paid pursuant to the provisions of Article 6 of the Agreement. The CS Fee shall be subject to the retainage requirements of Wyo. Stat. § 16-6-702.

4.1.1.4.2 CMAR'S COMPENSATION FOR BASIC SERVICES. Owner shall pay CMAR the CMAR's Compensation for Basic Services which are CMAR's expenses related to the items identified as reimbursable expenses in Exhibit F.

4.2 CHANGE OF THE GMP:

4.2.1 ADJUSTMENT OF GMP AND CPMS FOR CHANGES IN THE WORK: Adjustments to the GMP and the Critical Path Method Schedule on account of changes in the Work for the Project subsequent to the execution of the Agreement may be the basis for a Change Order.

4.2.2 PERIOD OF REPOSE: If the services covered by this Agreement have not been completed within sixty (60) months of the date hereof, through no fault of the CMAR, the amounts of compensation, rates and multiples set forth herein may be adjusted by mutual agreement.

4.2.3 CHANGES OF THE GMP DUE TO CLAIMS OR CHANGE ORDERS: The GMP may only be changed by a Change Order. Approved Change Orders or accepted Claims that affect the GMP or CPMS will be addressed through the Change Order process provided in this Agreement.

4.2.4 CHANGE ORDER FORM AND SUPPORTING DOCUMENTATION: All requests for a Change Order shall be submitted by the CMAR on the form provided by the Architect.

4.2.5 NEGOTIATION OF COST OF CHANGE ORDER: The Owner, in consultation with the Architect, will negotiate the method of calculation of the increase in the GMP. Any adjustment in the GMP resulting from a change in the Cost of the Project or Claim will be determined as follows:

4.2.5.1 LUMP SUM: By a mutually agreed lump sum; or

4.2.5.2 COST OF THE PROJECT PLUS FEE: By calculating CMAR's costs for the Change Order, which shall be limited to the costs identified in Article 5.2.5.2 et seq. as follows:

4.2.5.2.1 Labor costs for employees in the direct employ of CMAR actually performing the Work of the Change Order and costs of CMAR's General Conditions Costs directly attributable to the Work of the Change Order, subject to approval by Owner. Labor costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Labor costs shall include, but not be limited to, salaries and wages plus the cost of fringe

benefits required by agreement or custom, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto and all transportation, travel, and subsistence expenses. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

4.2.5.2.2 Cost of all materials, supplies and equipment furnished and incorporated in the Work or consumed in execution of the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CMAR or others. Cost for bond and insurance premiums, sales, use or other taxes, and permit fees, related to the Change Order.

4.2.5.2.3 CMAR'S CS FEE: CMAR's fee shall be determined as follows:

4.2.5.2.3.1 A mutually acceptable fixed fee; or

4.2.5.2.3.2 If a fixed fee is not agreed upon, then the CMAR's CS Fee shall be based upon the schedule provided in the paragraphs below:

.1 For the CMAR, for work performed by the CMAR's own forces, a maximum of, five (5%) percent of the cost.

.2 For the CMAR, for work performed by the CMAR's subcontractor, a maximum of, five (5%) percent of the amount due the subcontractor.

.3 For each subcontractor or subcontractor involved, for work performed by the subcontractor's or sub-subcontractor's own forces, a maximum of, five (5%) percent of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, a maximum of, five percent (5%) of the amount due the Subcontractor.

.5 Not Used.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over five hundred dollars ($500.00) be approved without such itemization.

.7 Under no circumstances shall the total mark up to the Owner exceed ten (10%) percent of the cost.

4.2.6 NET INCREASE/DECREASE IN THE COST OF THE PROJECT: When both increases and decreases are involved in any one (1) Change Order, the adjustment in GMP shall be calculated on the basis of the net change (increase or decrease in the Cost of the Project) in accordance with this section.

4.2.7 SUBCONTRACTORS FOR THE PROJECT OF CHANGE ORDERS: When the Change Order requires or allows for the subcontracting of the Project independent of current subcontractors, the CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, who will then determine, with the advice of Architect, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article.

4.2.7.1 CMAR shall not employ any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. CMAR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CMAR has reasonable objection.

4.2.7.2 CMAR shall identify all such Subcontractors, Suppliers, or other individuals or entities in advance for acceptance by Owner as required in the bid documents, and Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the GMP will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Architect to reject defective Work.

4.3 CHANGE OF CONTRACT TIME:

4.3.1 The Contract Time (or Milestones) may only be changed by a Change Order. Approved changes in the Contract Time or accepted Claims that affect the Contract Time will be addressed through the Change Order process provided in this Agreement.

4.3.2 Any adjustment of the Contract Time (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Time (or Milestones) will be determined in accordance with the provisions of this Article 4 and Article 9.5.

4.3.3 DELAYS WITHIN CMAR'S CONTROL: Where CMAR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay within the control

of the CMAR, CMAR shall not be granted an extension of Contract Times (or Milestones) or amendment of the contract or additional Cost of the Project due to such delay in the Work. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CMAR.

4.3.4 DELAYS BEYOND CMAR's CONTROL:

4.3.4.1 DELAYS DUE TO ADVERSE WEATHER CONDITIONS: CMAR shall be responsible to consider and include within the GMP and CPMS delays due to the climatic conditions of the location of the Project which are normal and expected and that may delay the Work. CMAR shall be granted an extension of Contract Times (or Milestones) should the number of weather delay days CMAR experiences in any one month period exceed the number of weather days allocated to that month in the CPMS. CMAR shall not be granted an amendment of the contract or GMP for the additional Cost of the Project and CS Fee due to a delay in the Work resulting in whole or in part from adverse weather conditions.

4.3.4.2 DELAYS OTHER THAN ADVERSE WEATHER CONDITIONS: Where CMAR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of CMAR, for reasons other than adverse weather conditions, CMAR shall be granted an extension of Contract Time (or Milestones) and/or increase in the GMP for additional Cost of the Project and CS Fee as provided in this Agreement.

4.3.4.3 DELAYS BEYOND OWNER'S AND CMAR'S CONTROL: Where CMAR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both Owner and CMAR, for reasons other than adverse weather conditions, CMAR shall be granted an extension of Contract Time (or Milestones) and/or amendment of the GMP for additional Cost of the Project and CS Fee as provided in this Agreement.

4.3.5 DELAY DAMAGES:

4.3.5.1 DELAYS CAUSED BY CMAR: In no event shall Owner be liable to CMAR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of CMAR;

4.3.5.2 DELAYS CAUSED BY THE OWNER, THIRD PARTIES, OR ACTS OF GOD: CMAR shall be entitled to an increase in the GMP due to increases in the Cost of the Project resulting from delays beyond the control of CMAR, which shall include acts or neglect by Owner, Architect, acts or neglect of third parties or other contractors performing other work, fires, floods, tornados, epidemics, or acts of God, but which shall not include typical adverse weather conditions.

4.3.5.3 INCREASE IN CONTRACT TIME AND COST:

4.3.5.3.1 WRITTEN NOTICE TO OWNER OF DELAY: Where CMAR wishes to request an increase in the Contract Times (or Milestones) and/or amendment of the GMP for additional Cost of the Project and CS Fee due to a delay in the Work, written notice shall be prepared and delivered by the CMAR to the Owner within seven (7) days of the beginning of the delay and shall include a narrative of the cause of the delay, the effect of the delay on the progress of the work set forth on the CPM Schedule, the anticipated duration of the delay, and the estimated cost of the delay.

4.3.5.3.2 TIME OF SUBMISSION OF REQUEST FOR INCREASE IN CONTRACT TIME AND COST: A request for an increase in the Contract Times (or Milestones) and/or amendment of the GMP for additional Cost of the Project and CS Fee due to a delay in the Work shall be submitted within thirty (30) days of the last date of the proposed delay.

4.3.5.3.3 CONTENT OF CMAR'S REQUEST: CMAR's request for an increase in the GMP shall be based upon, and limited to, the actual additional Cost of the Project directly related to the delay and of probable effect of delay on progress of the Work plus increase in CS Fee. In the case of a continuing delay only one (1) request is necessary. No extension of time shall be granted because of hindrances or delays from any cause which is the fault of CMAR or CMAR's Subcontractors or under CMAR's control.

4.4 PROVISIONS OF ARTICLE FAIR AND ADEQUATE: CMAR represents and warrants that the provisions herein contained for extension of time and adjustment of the contract or of the GMP pursuant to this Article are fair and adequate and that CMAR has an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that CMAR shall not have or assert any claim for damages or prosecute any suit, action, cause of action, arbitration claim, or other proceeding against the Owner for such damages arising from any delay or hindrance in the completion of the Project called for in this Agreement except as provided in this Agreement.

ARTICLE 5
GENERAL CONDITIONS COSTS FOR CONSTRUCTION PHASE

5.1 GENERAL CONDITIONS COSTS: "General Conditions Costs" by the Owner to the CMAR shall be determined at rates not higher than those customarily paid at the place of the Project, at the rates set forth in Exhibit E, or except with prior consent of the Owner. The general conditions costs shall include the items set forth in **Exhibit E**. The Owner and the CMAR shall negotiate at the time of the submission and approval of the GMP the general conditions items to be reimbursed for the Project and establish the General Conditions Costs allocation dollar amount which shall be available to the CMAR for payment of all General Conditions Costs for the Project. The General Conditions Costs allocation shall constitute the maximum amount to be paid by the Owner for General Conditions Costs, as may be adjusted by Change Order; any over-run of the General Conditions Costs allocation, as adjusted by Change Order, shall be the sole responsibility of the CMAR. Any under-run of the General Conditions Costs shall be retained by the CMAR. CMAR's personnel to provide the construction management services under this Agreement as General Conditions Costs, and the maximum personnel expense for such services, is set forth on the Efforts Schedule prepared for the Project

by the CMAR; such Efforts Schedule having been attached hereto as **Exhibit C**. Any personnel expense in excess of that provided in the Efforts Schedule shall at the cost of the CMAR.

5.2 DISCOUNTS, REBATES AND REFUNDS: CMAR shall take advantage of all available discounts, rebates and refunds for supplies, materials and equipment connected with the Work and which conform to the Contract Documents. All cash discounts with Subcontractors shall accrue to CMAR unless Owner deposits funds with CMAR with which to make payments, in which case the cash discounts shall accrue to Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the CMAR shall make provisions so that they can be secured.

5.3 ACCOUNTING RECORDS: The CMAR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be satisfactory to the Owner. The Owner, the Owner's accountants, or other representatives, shall be afforded access to the CMAR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the CMAR shall preserve these for a period of four (4) years after final payment or for such longer period as may be required by law.

5.4 GMP GENERAL CONDITIONS BUDGET: As part of the GMP negotiations, the CMAR shall prepare a budget identifying anticipated general conditions items and estimated costs thereof denominated "General Conditions Costs Budget." At the time of the negotiation of the GMP, the CMAR will meet with the Owner and review the General Conditions Costs Budget, and negotiate and agree upon the items to be included in the General Conditions and those items to be made a part of the Work through allowances, and then establish a maximum dollar amount for the General Conditions Costs Budget for the Project, which amount shall be stated in the GMP.

ARTICLE 6
PAYMENT OF CONSTRUCTION COSTS

6.1 COST BREAKDOWN. Upon approval of the initial or revised GMP, CMAR shall submit to Owner and Architect a breakdown of cost of the GMP.

6.2 APPLICATION FOR PAYMENTS. CMAR shall submit to Architect and/or Owner an application for each payment.

6.2.1. CMAR shall submit backup from subcontractors for any amounts requested on the application for payment.

6.2.2. CMAR shall submit the following written certification per Wyo. Stat. §16-6-1001(a)(iv) with its application for payment:

> "Contractor progress payments shall be made only in accordance with this paragraph. If a contracting entity determines that a general contractor in good standing on a project requires a progress payment due for work completed in a

workmanlike manner in order to pay a materialman, subcontractor or laborer for their work performed to date, the entity may issue the progress payment upon verification that all materialmen, subcontractors and laborers have been paid for completed work through the date of the most recent previous progress payment. If a progress payment has been withheld by a general contractor due to a reasonable dispute between a general contractor and a materialman, subcontractor or laborer, further progress payments shall not be paid to the general contractor but shall be retained in accordance with the guidelines addressing disputed final payments under the provisions of W.S. 16-6-117. A person submitting false information regarding a progress payment subject to this paragraph shall be subject to the provisions of W.S. 16-6-120."

6.2.3. CMAR shall, within ten (10) days after receipt of notice of the existence of any claim for unpaid labor, material or equipment, filed against the project by any subcontractor, supplier of materials or any other person or entity claiming to be a creditor of CMAR, cause the same to be removed of record and/or bonded, at CMAR's sole cost and expense. Any payment due CMAR hereunder shall be reduced by an amount up to two hundred percent (200%) of the amount of any claim arising out of or related to CMAR's performance under this Contract until such claim is removed as of record and/or bonded.

6.3. CERTIFICATES FOR PAYMENTS AND PAYMENTS.

6.3.1. Architect and/or Owner's Representative, within five (5) days after receipt of CMAR's application for payment, issue to Owner, with a copy to CMAR, a certificate for such amount as Architect and/or Owner's Representative determines to be properly due, or notify Owner and CMAR in writing of Architect and/or Owner's Representative reasons for withholding certification in whole or in part, as provided by Section 6.4, below.

6.3.2. Owner shall make all undisputed payments provided for in Architect and/or Owner's Representative's certificate for payment within forty-five (45) days after receipt of the certificate for payment. The making of progress payments shall not constitute Owner's acceptance of the whole or any part of the Work done. The entire Work is subject to Architect and Owner's inspection and approval when CMAR claims that the Work under the Contract is completed.

6.3.3. If Architect and/or Owner's Representative does not issue a certificate for payment, through no fault of CMAR, within seven (7) days after receipt of CMAR's application for payment, or if Owner does not pay CMAR within forty-five (45) days the amount certified by Architect and/or Owner's Representative, then CMAR may, upon twenty (20) additional days' written notice to Architect and Owner, stop the work until the payment is received. The Contract time shall be extended as necessary and the Contract sum shall be increased, as agreed by the Parties, CMAR's reasonable costs of shut-down, delay and start-up. This provision shall not apply to disputed payments referred to Architect and/or Owner's Representative for resolution pursuant to Article 8.

6.3.4. Based upon CMAR's applications for payment and the Architect's certification, Owner shall make to CMAR progress payments proportionate to the GMP, as established by the Contract between Owner and CMAR, for the period ending the last day of each month during the performance of this Contract. Progress payments shall be computed as follows: ninety percent (90%) of the portion of the Contract sum properly attributable to labor, materials and equipment incorporated in the Work as of the last day of the month covered by CMAR's application for payment, after deducting therefrom the aggregate of all previous payments made by Owner. In accordance with Wyo. Stat. §§ 16-6-701 through 16-6-706, with the approval of CMAR's sureties, Owner may, in its sole discretion, at any time after fifty percent (50%) of the Work has been completed and Owner finds that satisfactory progress is being made, make any of the remaining progress payments in full.

6.3.5. In determining the right to a progress payment, Architect and/or Owner's Representative may consider the invoiced value of acceptable materials delivered to the site or within reasonable travel distance as determined by the Owner's Representative, but not yet incorporated in the Work. If CMAR wishes Owner to consider the value of acceptable delivered materials for purposes of establishing the amount of a progress payment, CMAR shall furnish evidence satisfactory to Owner showing: (1) the value of such materials; and (2) that such materials are under the exclusive control of CMAR. Only materials to be incorporated in the structure will be considered for purposes of partial payment under this paragraph. Partial payment shall not be construed as acceptance of such materials, nor relieve CMAR from sole responsibility for the care and protection of such materials, nor relieve CMAR from risk of loss to such materials from any cause including, but not limited to: theft, casualty, act of God, vandalism or levy by creditors; nor shall it be considered as a waiver of the right of Owner to require fulfillment of all terms of the Contract.

Should Owner make progress payment for the invoice value of acceptable materials delivered to the site or within reasonable travel distance as determined by the Owner's Representative, but not yet incorporated in the Work, title to all equipment and materials shall pass to Owner upon payment thereof or incorporation in the Work, whichever shall first occur, and CMAR shall prepare and execute all documents necessary to effect and perfect such transfer of title.

6.4. PAYMENTS WITHHELD.

6.4.1 Architect and/or Owner's Representative may decline to certify, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect Owner from loss on account of:

6.4.1.1 Defective Work not remedied;

6.4.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

6.4.1.3 CMAR's failure to make payments to subcontractors, or failure to make payment for material, labor or equipment;

6.4.1.4 A reasonable belief that the Contract cannot be completed for the unpaid balance of the Contract sum, or within the Contract time;

6.4.1.5 Damage to Owner or another contractor; or

6.4.1.6 CMAR's default in the performance of the Contract.

6.4.2 Any subcontractor, materialman, or workman, or anyone else having any claim against CMAR for, or on account of, Work done or material furnished for the performance of the Work provided for hereunder, may, at any time before final completion, give notice of said claim and the amount thereof to Owner. Owner may, but shall not be obligated to, withhold any and all payments due or to become due thereafter to CMAR until said claims are resolved. The provisions of this Article shall not lessen or diminish, but shall be in addition to, the right or duty of Owner to withhold any payments under the provisions of the laws of the State of Wyoming respecting the withholding of sums due to CMAR upon final payment, as provided by Wyo. Stat. §16-6-116, 16-6-117 and 16-6-702.

6.5 RELEASES AND CLAIM WAIVERS.

6.5.1. CMAR agrees that at any time upon request of either Owner or Architect, it will submit a sworn statement setting forth the Work performed or material furnished by subcontractors and materialmen, and the amount due and to become due to each, and that before the Final Payment called for hereunder it will, if requested, submit to Owner or Architect a complete set of vouchers showing what payments have been made for materials and labor used in connection with the Work called for hereunder.

6.5.2. Neither the final payment nor any part of the retained percentages shall become due until CMAR, if required, shall deliver to Owner a complete (conditional) release of all claims asserted against CMAR and arising out of this Contract, or receipts in full, in lieu thereof, in such form as Owner may require, and if required in either case, a sworn affidavit that so far as CMAR has knowledge or information such releases and receipts include all the labor and material for which a claim could be filed.

6.5.3. The provisions of this Article shall not lessen or diminish, but shall be in addition to, the duty of CMAR to submit to Owner a sworn statement setting forth that all claims for materials and labor performed under the Contract have been made and are paid for the entire period of time for which the final payment is to be made and, with respect to disputed claims, to identify such and the amount claimed to be due. Final payment will be made only in conjunction with Wyo. Stat. §§ 16-6-116 and 16-6-117.

6.6. SUBSTANTIAL COMPLETION. For the purposes of this Contract, the term "beneficial occupancy" is not recognized as having any meaning or impact on defining the meaning or date

of Substantial Completion. Full or partial occupancy or use of the facility by the Owner shall not, in and of itself, constitute or be sufficient for determining a date or state of completion. All of the following are conditions precedent for Substantial Completion:

6.6.1. Substantial completion is the time when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract so Owner can occupy or use the Work for its intended purpose.

6.6.2. Inspection, approval, occupancy and other permits issued by regulatory agencies having jurisdiction. Should Substantial Completion be delayed due to delays caused by a regulatory agency's inability to timely inspect or approve occupancy or other permits, then CMAR shall be entitled to an extension of the Substantial Completion date in an equal amount of time as the delay if the delay affects the CPMS.

6.6.3. All building systems are in place, complete, functional, have been fully started and tested, and finally accepted by the Owner.

6.6.4. HVAC system is tested and balanced with a preliminary balance report submitted to, and accepted by the Owner.

6.6.5. Odor and fume generating activities are complete.

6.6.6. Draft submittal of O&M manuals have been submitted and accepted by the Architect and O&M training necessary for the Owner's personnel to maintain operation and occupancy of the facility has been completed. CMAR remains liable and responsible for any damage to systems or equipment until Owner receives this information and training.

6.6.7. Remaining punch list items do not represent a hazard or create an adverse impact to the Owner and occupants in order for the CMAR and/or its subcontractors to complete.

6.6.8. The Owner is able to fully occupy and utilize all portions of the Work.

6.6.9. When CMAR believes that the Work, or a portion thereof which Owner agrees to accept separately, is substantially complete, CMAR shall prepare and submit to Architect and/or Owner a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accordance with the Contract Documents. Upon receipt of CMAR's list, Architect and/or Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If Architect's and/or Owner's inspection discloses any item(s), whether or not included on CMAR's list, which is not in accordance with the requirements of the Contract, CMAR shall, before issuance of the certificate of Substantial Completion, complete or correct such item(s) upon notification by Architect and/or Owner. CMAR shall then submit a request for another inspection by Architect and/or Owner to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, Architect and/or Owner will prepare a certificate of

Substantial Completion which shall establish the date of Substantial Completion, shall outline responsibilities of Owner and CMAR for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which CMAR shall finish all items on the list accompanying the certificate. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the CMAR will not materially interfere with or hamper Owner's normal operations or other intended use.

6.7. OCCUPANCY AS OF SUBSTANTIAL COMPLETION. Owner may, at its sole discretion, occupy the premises as of the date of Substantial Completion. Occupancy shall be subject to the following conditions:

6.7.1. Occupancy or use shall not constitute acceptance by Owner either of the completed Work or any portion thereof, nor shall it relieve CMAR from full responsibility for correcting defective Work or materials found before final completion and acceptance of all the Work or during the warranty. Occupancy shall constitute Owner assuming care, custody and control of the project, and property insurance, utilities and security shall become the responsibility of Owner

6.7.2. CMAR shall not be required to repair damaged premises if the same was caused by Owner's occupancy or use.

6.7.3. The period of any special warranties required by the Contract Documents for equipment and maintenance of the equipment shall start as of the date of occupancy or use by Owner.

6.8. OCCUPANCY BEFORE SUBSTANTIAL COMPLETION. Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time before Substantial Completion, upon ten (10) days written notice to CMAR. Occupancy shall be subject to the following conditions:

6.8.1. Owner shall use its best efforts to prevent its occupancy from interfering with the conduct of CMAR's remaining Work.

6.8.2. CMAR shall not be required to repair damaged premises if the same was caused by Owner's occupancy or use.

6.8.3. The warranty period for those portions of the premises occupied and equipment utilized by Owner shall start when O&M manuals have been accepted and Owner's staff have been provided the training outlined in the Construction Documents as of the date of actual occupancy or use by Owner.

6.8.4. Occupancy or use shall not constitute acceptance by Owner as to either the completed Work or any portion thereof, nor shall it relieve CMAR from full responsibility for correcting defective Work or materials found before final completion and acceptance of all the Work or during the warranty period(s).

6.8.5. Effective 12:01 A.M., Mountain Standard Time or Mountain Daylight Savings Time, whichever is in effect on the date of occupancy, CMAR shall be released from its obligations of maintaining property insurance for those portions of the premises occupied by Owner pursuant to this Article. CMAR shall maintain all other insurance required by the Contract.

6.9. FINAL COMPLETION. When CMAR has completed all punch list work and believes the Work to have been fully and finally completed in accordance with the Contract Documents, it shall so notify Architect and/or Owner's Representative who will inspect the Work and, if it concurs, will so notify Owner. When Owner notifies Architect and/or Owner's Representative and CMAR of its acceptance of the Project, CMAR's site responsibilities and duties shall cease, required insurance policies may, unless otherwise required by the Contract Documents, be canceled, and utilities and security shall become the responsibility of Owner, if Owner has not already assumed such responsibility by occupying the premises. Nothing herein shall be construed as terminating CMAR's responsibilities and duties to correct work before final payment.

6.10 LIQUIDATED DAMAGES:

6.10.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and CMAR that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of CMAR's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and CMAR that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of CMAR to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due CMAR if such delay occurs. It is expressly understood that the sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion shall be construed as a breach of this Agreement.

6.10.2 LIQUIDATED DAMAGES – FAILURE TO MEET SUBSTANTIAL COMPLETION DATE: It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the CMAR a dollar amount per day of forty thousand dollars ($40,000.00) for each and every additional calendar day beyond the agreed date of Substantial Completion.

6.10.3 Not Used.

6.10.4 LIQUIDATED DAMAGES: Such Liquidated Damages shall be Owner's sole right or remedy may have against CMAR for failure to timely achieve Substantial Completion. CMAR's total aggregate liability for Liquidated Damages shall be $_____.

ARTICLE 7
INSURANCE AND BONDS.

7.1. PAYMENT AND PERFORMANCE BONDS.

7.1.1. Upon agreement of GMP, CMAR shall furnish to Owner a bond in the amount of the agreed upon GMP, guaranteeing the faithful performance of the Contract, and a bond in the amount of the GMP, guaranteeing the payment of claims of mechanics, materialmen, and others, said bonds to be in substantially the forms hereto attached and with sureties approved by Owner. The premiums for all such bonds shall be paid by CMAR and reimbursed as a CMAR Cost of Basic Services. Upon demand and at its cost, CMAR shall promptly furnish such additional security as may be required by Owner from time to time to protect its interests and those of persons supplying labor or materials in the prosecution of the Work required by this Contract. At the discretion of Owner, bonding by designated phase of the project may be permitted.

7.1.2. If, during the Contract, change orders or other modifications increase the original Contract sum, CMAR shall furnish to Owner, as required by Wyo. Stat. § 9-2-1016(b)(xviii), as amended, additional bonding coverage so that a bond of one hundred percent (100%) of the Contract amount is always provided.

7.1.3 Notwithstanding section 7.1.1 above, the CMAR, if agreed to by Owner, may deliver to Owner a Performance Bond and Labor and Material Payment Bond for each of the Contract Phases listed in Exhibit G of the Contract. The amount of each such Performance Bond and Labor and Material Payment Bond shall be equal to the cost of the work for such Phase as agreed upon by the CMAR and Owner. However, in no event shall the aggregate penal amount of all the bonds delivered for all Phases of the Contract exceed the Guaranteed Maximum Price, unless the Guaranteed Maximum Price of the Contract has been modified by Change Order as provided in the Contract. The CMAR shall deliver the required Performance Bond and Labor and Material Payment Bond for each Phase upon receipt of a Notice to Proceed from Owner for the applicable Phase. Each Performance and Labor and Material Payment Bond delivered to the Owner shall be applicable only to the specific Phase identified in the bond and shall not cover the work and obligations arising under any other Phase of the Contract work.

7.2. CMAR's Insurance.

7.2.1. CMAR shall not commence Work under this Contract until it has obtained all the insurance required by Owner and such insurance has been approved by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of CMAR. CMAR shall file a Certificate of Insurance with Owner verifying each type of coverage required by Article 7.2, and CMAR's insurance certificates must be furnished or countersigned by a resident agent authorized

to do business in the State of Wyoming. The insurance requirements indicated herein, where inconsistent with the insurance requirements found in the bid materials, are supplementary and are not intended to replace the requirements of the bid.

7.2.2. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. CMAR shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. CMAR's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance, as appropriate. CMAR's insurance shall include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars ($500,000.00) per employee for each accident and disease. Certificates of good standing in each of the Wyoming Workers' Compensation and Unemployment Insurance programs shall serve as sufficient proof if the Contractor is statutorily required to participate in those programs. If the Contractor's coverage is under a program different from the coverage provided by the Wyoming Department of Workforce Services, proof of coverage shall be satisfied in manner to be determined sufficient in the discretion of the Owner. CMAR shall also supply to Owner proof of workers' compensation and employer's liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.

7.2.3. COMMERCIAL GENERAL LIABILITY INSURANCE. CMAR shall provide coverage, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) per project aggregate.

7.2.4. BUSINESS AUTOMOBILE LIABILITY. CMAR shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence.

7.2.5. BUILDER'S RISK INSURANCE. CMAR shall provide and maintain, until written notice of Substantial Completion from the Owner, a Builder's All Risk Insurance Policy, which will protect the interests of the Owner and contractors of all tiers against loss as specified below.

This policy shall provide coverage for one hundred percent (100%) of the insurable value of the Work, including CMAR's change orders and any Owner furnished work. The insurance shall provide replacement cost coverage for all real and personal property incorporated into the Work including engineered and Project specific false works and formings, while at the Project Site, off-site, or in transit. Coverage shall be extended to include soft costs (such as reasonable compensation for Design Professional, Owner and CMAR's services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

The insurance obtained under this section shall insure against "all risks" of direct physical loss or damage, including, without duplication of coverage, collapse, earthquake, flood,

testing and startup, and ensuing damage as a result of faulty workmanship or material or both.

The policy shall name the State of Wyoming and Owner as additional insured for all covered losses as their interests may appear.

The policy shall be endorsed waiving the carrier's right of recovery under subrogation against the Owner, CMAR and Subcontractors, for losses covered under the Builder's Risk policy. The CMAR shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder's Risk policy.

The CMAR shall be solely responsible for any required notice to or consent of the insurer providing the Builder's Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Owner.

This insurance shall not cover any of CMAR's equipment, including, but not limited to machinery, tools, equipment, or other personal property owned, rented, or used by the CMAR or Subcontractors in the performance of their Work on the Work, which will not become a part of the Work to be accepted by the Owner.

7.2.6. Not Used.

7.2.7. UNEMPLOYMENT INSURANCE. CMAR shall be duly registered with the Department of Workforce Services, Unemployment Insurance Division. CMAR shall supply Form WYO-3 (Official Notice of Unemployment Insurance Coverage) on each and every subcontractor prior to the subcontractor being allowed on the job site.

7.2.8. PAYMENT OF PREMIUMS AND NOTICE OF REVOCATION. All required coverages under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. CMAR shall pay the premiums on all insurance policies and provide written notice to the Owner thirty (30) days prior to any cancellation or non-renewal of any coverage required under this Contract.

7.2.9. OWNER MAY INSURE FOR CMAR. In case of the breach of any provision of this Section, Owner may, at Owner's option, take out and maintain, at the expense of CMAR, such insurance in the name of CMAR, or subcontractor, as Owner may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to CMAR under this Contract.

7.2.10. OWNER'S RIGHT TO REJECT. Owner reserves the right to reject a certificate of insurance if CMAR's insurance company is widely regarded in the insurance industry as financially unstable. Owner's right to reject includes, but is not limited to, companies with "vulnerable" rating in the AM Best guide.

7.2.11. SUBCONTRACTORS. With the exception of the Builder's Risk Policy, the insurance requirements set forth above apply to all subcontractors. CMAR shall ensure that its

subcontractors meet these insurance requirements. Owner may review the certificates of any and all subcontractors used by CMAR.

7.2.12 INCREASED HAZARDS. Owner may increase the required minimum limit of liability required under this Contract as warranted by an increase in hazard. Increased hazards include, but are not limited to:

.1 the handling of hazardous materials;

.2 activities involving large congregations of people; or

.3 an increase in the Contract sum in excess of twenty percent (20%).

7.2.13. OWNER'S RIGHT TO CONTACT INSURER. The Owner and the State shall have the right to consult with the CMAR's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to, exclusions and claims in progress which could significantly reduce the annual aggregate limit. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to: retroactive dates, extended reporting periods or tails and any applicable deductibles.

ARTICLE 8
DISPUTE RESOLUTION.

8.1. SOVEREIGN IMMUNITY. In seeking to resolve any claim, as that term is defined in 8.2.1, the State of Wyoming and Owner retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

8.2. PROCEDURE.

8.2.1. A "claim" is a demand or assertion by CMAR seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

8.2.2. Article 8 provides the exclusive means for resolving any claim of CMAR. CMAR's failure to comply with the requirements of Article 8, including the time limitations set forth in Article 8, shall be deemed an informed, intentional waiver of CMAR's claim, and such claim shall be barred.

8.2.3. Claims, including those alleging an error or omission by Architect and/or Owner's Representative, shall be referred initially to Owner's Representative. A claim shall be submitted in writing to Owner's Representative within thirty (30) days after occurrence of the event giving rise to the claim or within thirty (30) days after CMAR discovers the condition giving rise to the

claim, whichever is later. Owner's Representative's determination of the timeliness of a claim is final and not subject to judicial review or resolution.

8.2.4. Owner's Representative shall review claims and, after consultation with and approval by Owner, shall take one or more of the following preliminary actions, in writing, within twenty-one (21) days after receipt of a claim:

.1 request additional information from CMAR;

.2 deny the claim in whole or in part, providing reasons for the denial;

.3 approve the claim; or

.4 suggest a compromise.

8.2.5. If a claim is resolved by Owner's Representative's preliminary action, Owner's Representative will prepare or obtain appropriate documentation of the claim's resolution.

8.2.6 If a claim is not resolved by Owner's Representative's preliminary action, CMAR shall, within ten (10) days after Owner's Representative's preliminary action, take one or more of the following actions, in writing:

8.2.6.1 submit any additional information requested by Owner's Representative;

8.2.6.2 modify the initial claim; or

8.2.6.3 notify Owner's Representative that the initial claim stands.

8.2.7. Within twenty-one (21) days after CMAR has taken one or more of the actions outlined in Article 8.2.6, Owner's Representative shall prepare its final decision and notify CMAR, in writing, of the decision.

8.2.8. If CMAR is dissatisfied with the decision of Owner's Representative, CMAR may seek judicial resolution of the claim, as provided herein.

8.2.9. A decision by Owner's Representative, as provided in Article 8, is a condition precedent to judicial resolution of a claim as to all matters arising before the date final payment is made under this Contract.

8.2.10. A decision by Owner's Representative, as provided in Article 8, shall not be a condition precedent to judicial resolution of a claim if:

.1 the position of Owner's Representative is vacant for at least ten (10) days following the filing of a claim by CMAR; or

.2 Owner's Representative has failed to render a decision as required by Article 8, within the time limits set forth in Article 8.

8.2.11. If CMAR desires judicial resolution of a claim, it must comply with the Wyoming Governmental Claims Act.

8.2.12. Pending final resolution of a claim, including judicial resolution, unless otherwise agreed upon in writing, CMAR shall proceed diligently with performance of the Contract and Owner shall continue to make payments, except disputed payments, in accordance with the Contract Documents.

8.3. JUDICIAL RESOLUTION.

8.3.1. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and venue shall be the First Judicial District, Laramie County, Wyoming.

8.3.2. The trial of any claim filed against Owner pursuant to Article 8 shall be limited to a bench trial, unless the court on its own motion orders otherwise.

8.3.3. Compensable damages for tort payable by Owner shall not exceed two hundred fifty thousand dollars ($250,000) as set forth in Wyo. Stat §1-39-118.

8.3.4. If CMAR brings an action seeking relief not permitted herein, CMAR shall pay Owner's cost of defending the claim barred by this Agreement, including attorney's fees and costs.

8.3.5. Not Used.

8.3.6. Nothing herein is intended to relieve CMAR of its obligations under the Wyoming Governmental Claims Act.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 WARRANTY OF EXAMINATION OF CONSTRUCTION DOCUMENTS: By signing this Agreement, the CMAR does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each Subcontractor performing the Work shall also agree, certify, warrant and represent to the Owner that their bids have been based on a full and complete examination of the Construction Documents, including as determined necessary site examination; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by the Owner in considering the firm's bid. The CMAR understands it is responsible to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by the CMAR or a Subcontractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ the Contractor or

terminate any contract with the Owner. The CMAR and any Subcontractor by entering into an Agreement with the Owner consents and agrees to comply at all times with all Owner policies, regulations, directives, and practices.

9.2 EQUAL OPPORTUNITY EMPLOYER: By signing this Agreement, the CMAR does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each SubContractor shall certify, that it is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants, and does not discriminate against any employee or applicant for employment by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. The CMAR and any Contractor agrees to actively continue and implement this policy throughout the project.

9.3 CMAR'S RESPONSIBILITY AND SUPERVISION OF CONSTRUCTION SITE AND ON-SITE PERSONNEL:

9.3.1 ACTS OR OMISSIONS OF CMAR'S EMPLOYEES: The CMAR shall be responsible to the Owner for acts and omissions of the CMAR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the CMAR or any of its Subcontractors. As part of that responsibility, CMAR shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by CMAR's employees, subcontractors, and all other persons carrying out the Contract.

9.3.2 SITE SECURITY IDENTIFICATION: The CMAR shall require all construction workers, whether CMAR's own forces or the forces of CMAR's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

9.3.3 VEHICLE PARKING: CMAR shall require all construction workers, whether CMAR's own forces or the forces of CMAR's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

9.3.4 COMPLIANCE WITH APPLICABLE ORDINANCES: CMAR shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, CMAR shall barricade and protect all trees on the Project.

9.3.5 THEFT DETERRENCE PROGRAM: CMAR shall consult and coordinate with Owner with analysis of cost of the institution of a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of CMAR's and CMAR's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from CMAR's forces or CMAR's subcontractor's forces' actions, omissions, or failure to secure the Work or adjoining property.

9.3.6 EXCLUSION OF PERSONS WITH CRIMINAL RECORDS: By signing this Agreement, the CMAR does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each subcontractor performing the Work shall not assign any individual or agent to work on the project any person identified as a registered sex offender under the laws of the State of Wyoming. The CMAR does hereby agree on behalf of itself, and agrees to see that each subcontractor performing the Work shall authorize and give consent, and by signing an Agreement with the Owner agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

9.5 COMMENCEMENT OF WORK AND CLAIMS FOR ADDITIONAL TIME:

9.5.1 INCREASE IN CONTRACT TIME: No extension of time shall be granted because of hindrances or delays from any cause which is the fault of CMAR or CMAR's Subcontractors or under CMAR's control. Claims for extension of time may only be considered because of Change Orders, or for causes set forth in 4.3, or as otherwise provided in this Agreement,. For the process of a contract time change see Articles 4 and 9.5.7 and for compensation of delays see Article 4.

9.5.2 ADVERSE WEATHER CONDITIONS: Contractor shall be responsible to consider and include within the Contract Price the climatic conditions of the location of the Project that may delay the Work, and Contractor shall be granted an extension of Contract Times (or Milestones) as set forth in Article 4 as its sole remedy due to a delay in the Work resulting from adverse weather conditions.

9.5.3 INJURY OR DAMAGE TO PERSON OR PROPERTY: If either party to this Agreement suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding five (5) working days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 8.1 or 8.6.

9.5.4 DATE OF COMMENCEMENT AND TIME OF COMPLETION: CMAR agrees that it will begin work immediately upon receipt of notice to proceed from the Owner, and that it will diligently proceed with said Work such that the same shall be completed within the time frame stated in the proposal documents.

9.5.5 REASONABLE SKILL AND JUDGMENT: The CMAR acknowledges that the services to be performed are essential to the effective operation of the Owner and that, therefore, the CMAR will exercise its reasonable skill and judgment to complete the services called for under this Agreement in the minimum time possible and within the time specified in such Work orders as may be issued by the Owner to the CMAR. In the event that the CMAR for good cause shown cannot complete the services for a particular task or phase within the time agreed to, the CMAR shall make a written request to the Owner in accordance with paragraph 9.5.7 below.

9.5.6 NOTICE OF CONDITIONS CAUSING DELAY:

9.5.6.1 Within five (5) working days after the commencement of any condition which is causing or may cause delay in completion, the CMAR must notify the Owner in writing of the effect, if any, of such condition upon the time progress schedule and must state why and in what respects, if any, the condition is causing or may cause such delay.

9.5.6.2 FAILURE TO COMPLY: Failure to strictly comply with this requirement may, in the discretion of the Owner, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

9.5.7 EXTENSION OF TIME:

9.5.7.1 APPLICATION TO OWNER: Any extension to the Contract Times (or Milestones) granted by the Owner shall be subject to the provisions of this section and Article 4, but only upon written application therefor by the CMAR to the Owner.

9.5.7.2 DETAIL OF SOURCE AND NATURE OF CAUSE: An application for an extension to the Contract Times (or Milestones) must set forth in detail the source and nature of each alleged cause of delay in the completion of the Work, the date upon which each such cause of delay began, ended, or will end, and the number of days attributable to each of such causes. It must be submitted prior to completion of the Work.

9.5.7.3 BASIS OF EXTENSION OF TIME: If such an application is made for a delay, the CMAR shall be entitled to an extension to the Contract Times (or Milestones) for delay and completion of the Work to the extent caused by: (a) delays beyond CMAR's control as set forth in Article 4.3.4.2; or (b) delays beyond the Owners and CMAR's control as set forth in Article 4.3.4.3.

9.5.7.4 LIMITED TO NUMBER OF CALENDAR DAYS: The CMAR shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Owner may determine to result from such causes addressed in 9.5.7.3, and then only if the CMAR shall have strictly complied with all the requirements of this section. The Owner shall make such determination within thirty (30) calendar days after receipt of the CMAR's application for an extension of time; provided, however, said application complies with the requirements of this paragraph.

9.5.7.5 ACTUAL PERIOD OF DELAY: The CMAR shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently but, if at all, only for the actual period of delay in completion of the Work as determined by the Owner, regardless of the number of causes contributing to produce such delay.

9.5.7.6 DISCRETION OF OWNER: The granting of an application for an extension of time for causes of delay other than those addressed herein shall be entirely within the discretion of the Owner. Permitting the CMAR to continue and finish the Work or any part of it after the time

fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the Owner or any of its rights under the Contract Documents. Additionally, the CMAR shall not recover any additional compensation for any additional expense caused by such delay or delays.

9.5.8 DELAY CLAIMS. CMAR represents and warrants that the provisions herein contained for extension of time are fair and adequate and that CMAR has had an opportunity to make provision for any and all delays within the contemplation of the parties. .

9.5.9 HAZARDOUS MATERIALS.

9.5.9.1 It is the sole responsibility of the Owner to properly remove and dispose of any Hazardous Materials in the Project identified as such in the Contract Documents. CMAR, upon encountering any Hazardous Materials not identified in the Contract Documents, shall stop Work immediately in the affected area and notify Owner and, if required by applicable rules, all governmental or quasi-governmental entities with jurisdiction over the Project. Owner has responsibility to take the necessary measures required to properly remove and dispose of Hazardous Materials not identified in the Contract Documents as being the responsibility of the CMAR.

9.5.9.2 CMAR will be entitled, in accordance with this Agreement, to an adjustment in the Guaranteed Maximum Price or Contract Time(s) of performance, or both, to the extent that the CMAR's costs or time of performance have been adversely and materially impacted by the presence of unforeseen or undisclosed Hazardous Materials.

9.5.9.3 Owner is not responsible for Hazardous Materials introduced to the Site by CMAR, Subcontractors (of any tier) or anyone else for whom the CMAR is responsible unless provision of such Hazardous Materials are called for in the Contract Documents.

9.5.9.4 CMAR agrees to indemnify, defend and hold harmless Owner and others under Owner's control, employees and agents of each of them, from and against all claims, losses, liabilities, costs and expenses, including but not limited to attorney's fees and expenses, arising out of or resulting from CMAR's negligence in importation, handling, storage, abatement, removal or disposal of any Hazardous Materials by CMAR.

9.5.9.5 RELEASES OF HAZARDOUS SUBSTANCES. Upon any release of any hazardous substance in connection with the Work, whether relating to a pre-existing condition or acts or omissions of CMAR, CMAR shall take immediate action reasonably necessary to contain the release and if the hazardous material release is not a CMAR release, Owner will pay CMAR the reasonable costs incurred by CMAR in taking such containment action. .

9.5.10 UNFORESEEN PROJECT SITE CONDITIONS.

9.5.10.1 If CMAR encounters, during the performance of its Work, concealed or latent physical conditions or subsurface conditions at the Project which (a) materially differ from the conditions indicated in the Contract Documents; or (b) are of an unusual nature which differ

materially from the conditions ordinarily encountered and generally recognized as inherent in the sort of work provided for in the Contract Documents, CMAR shall immediately provide written notice to Owner apprising Owner of the unforeseen conditions encountered. CMAR shall not disturb or modify such conditions without Owner's prior written consent. Owner shall promptly investigate CMAR's notice of an unforeseen Site condition and advise CMAR of its findings and determination.

9.5.10.2 If the conditions encountered by CMAR under Section 9.5.10.1 are determined by the Owner to be an unforeseen Project Site condition, CMAR will be entitled, in accordance with the provisions of this Agreement, to an adjustment in its GMP and/or Contract Time(s) of performance, or both to the extent that CMAR's cost or time of performance have been adversely impacted by the unforeseen conditions. Adjustments to GMP will be for the actual direct cost impact incurred by CMAR to address and resolve the unforeseen conditions.

9.5.10.3 No claim by the CMAR for an increase in the GMP or in Contract Time(s) shall be considered or allowed by Owner without compliance with the advance notice requirement set forth above, submission of verifiable documentation of specific direct cost impact, and an adequate opportunity for the Owner to investigate. Extensions of Contract Time(s) will be considered and allowed only when based upon submission of an updated CPM Schedule and supporting narrative showing an actual unavoidable delay to the Project Critical Path due to the unforeseen Project Site conditions.

9.5.10.4 In no event shall the Contract Time or GMP be adjusted for conditions that could or should have been identified by the CMAR through its investigations or survey of existing conditions prior to submission and establishment of the GMP and the CPM Schedule.

9.5.10.5 If Owner determines CMAR has no entitlement to an adjustment in GMP or Contract Time for what CMAR contends is an unforeseen Project Site condition, CMAR may only proceed in pursuit of its position or claim in accordance with the provisions of Article 8.

9.5.11 ARCHEOLOGICAL & HISTORICAL CONDITIONS.

9.5.11.1 If in the course of performing the Work, the CMAR, any Subcontractor or other persons or entities under the control of CMAR, encounters any burial site or disturbs any other archeological artifacts, or adversely affects any historical conditions, the CMAR shall notify Owner and suspend any work or activity in the vicinity of the burial site or artifact or condition. Owner will determine with reasonable preemption what action, if any, needs to be taken and advise CMAR how to proceed or to adjust the Work. Any claim or need for adjustment in Contract Time or GMP will be handled according to this Agreement.

9.6 OTHER PROVISIONS

9.6.1 EXTENT OF CONTRACT: This Contract, which includes this Agreement, its attachments and exhibits, and the other documents incorporated herein by reference, represents the entire and integrated Agreement between the Owner and CMAR and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Owner and CMAR. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.6.2 OWNERSHIP AND USE OF DOCUMENTS: The Drawings, Specifications and other documents prepared by the Project Architect and copies thereof furnished to the CMAR are for use solely with respect to this Project. They are not to be used by the CMAR, Contractor, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Project Architect. The CMAR, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Project Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.6.3 GOVERNING LAW: The Contract shall be governed by the laws of the State of Wyoming and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any dispute shall be Laramie County, Wyoming.

9.6.4 ASSIGNMENT: Once this Agreement is accepted and signed by the Owner, the Owner and CMAR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. No party to the Contract shall assign the Contract as a whole without the written consent of the others. If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

9.6.5 FORCE MAJEURE: None of the parties hereto shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

9.6.6 INDEPENDENT CONTRACTOR: The CMAR shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Owner or the State of Wyoming for any purpose. The CMAR shall assume sole responsibility for any debts or liabilities that may be incurred by CMAR in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing CMAR or its agents and/or employees to act as an agent or representative of or on behalf of the State of Wyoming or Owner, or to incur any obligation of any kind on behalf of the State of

Wyoming or Owner. CMAR agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Owner or State of Wyoming employees will extend to the benefit of CMAR or the CMAR's agents and/or employees as a result of this Contract.

9.6.7 KICKBACKS: The CMAR certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the CMAR breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner, or deduct from the Contract price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

9.6.8 NOTICE: All notices or invoices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. All notices sent via the U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

9.6.9 SEVERABILITY: This Agreement is subject to all applicable federal and state laws, rules, and regulations. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect, and either party may attempt to renegotiate the terms affected by the severance.

9.6.10 NO WAIVER OF RIGHTS: The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

9.6.11 WARRANTY: CMAR warrants that it has the ability to perform the agreed upon services; it shall provide suitable resources to perform work in accordance with this Agreement; it will provide the agreed upon services on a timely basis; it shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently providing construction management services under similar circumstances; and it is responsible for the construction of the Work of the Project in accordance with all designs, drawings, specifications, and other services furnished by Owner through the Project Architect for the Project.

9.6.12 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

9.6.13 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

9.6.14 CMAR stipulates that Owner is the State of Wyoming, or a political subdivision thereof, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Wyoming. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law. Designations of venue, choice of law, enforcement or claims procedures, and similar provisions shall not be construed as a waiver of sovereign immunity. To the extent Sovereign Immunity is not specifically provided for elsewhere in this Agreement, this provision is intended to apply to the entire Agreement.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 SUSPENSION OF THE WORK: After commencement of the Construction Phase, the Owner may, without cause, order the CMAR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine; in such event, the Contract Sum and Contract Time may be adjusted, by mutual agreement for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CMAR is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement.

10.2 TERMINATION OF AGREEMENT:

10.2.1 The Owner may terminate this Contract at any time without cause, in which case CMAR will be compensated in the same manner as set forth in 10.2.3 herein.

10.2.2 The CMAR may terminate this Contract if the Work is stopped for a period of thirty (30) days through no act or fault of the CMAR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the CMAR for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction;

.2 an act of government, such as a declaration of national emergency, making material unavailable;

.3 because the Architect has not issued a Certificate for Payment and has not notified the CMAR of the reason for withholding certification, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;

.4 if repeated suspensions, delays or interruptions by the Owner constitute in the aggregate more than one hundred percent (100%) percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any 365-day period, whichever is less; or

.5 the Owner has failed to furnish to the CMAR promptly, upon the CMAR's request, reasonable evidence that Owner has funds specifically approved to fund the Project.

10.2.3 If the Owner terminates under 10.2.1, or CMAR terminates under 10.2.2, the CMAR shall be paid an amount calculated as follows:

10.2.3.1 The Cost of the Project incurred to the date of termination by the CMAR.

10.2.3.2 Plus the portion of the CMAR'S Construction Service Fee (CS Fee) earned to the date of termination, which amount shall be calculated by dividing the Cost of the Project completed to the date of termination by the estimated total Cost of the Project provided in the GMP.

10.2.3.3 Minus the aggregate of previous payments made by the Owner.

10.2.3.4 Plus costs incurred by CMAR by reason of the termination, including approved costs for securing the Project in a safe and appropriate manner.

10.2.3.5 Plus the value determined either by market purchase price or rental rate, at the election of the Owner, for any equipment owned by the CMAR which the Owner elects to retain and which is not otherwise included in the General Conditions Costs under paragraph 5.1.

10.2.4 ASSIGNMENT OF CONTRACTS AND PURCHASE ORDERS: The Owner, in its sole discretion, may elect to be assigned the subcontracts and purchase orders with suppliers held by the CMAR at the time of the termination of this Agreement. To the extent that the Owner elects to direct legal assignment of Subcontracts and purchase orders (including rental agreements) to another CMAR, the CMAR shall as a condition of receiving the payments referred to in this Article 10 execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the CMAR, if any, as the Owner may require for the purpose of fully vesting in the successor CMAR with the rights and benefits of the current CMAR under such Subcontractors or purchase orders. Subcontracts, purchase orders and rental agreements entered into by the CMAR with the Owner's written approval prior to the execution of Scope of Project, **Exhibit A** for the Project shall contain provisions permitting assignment to a successor CMAR as described above. The terms and conditions of the termination of the CMAR's interest in the Subcontracts and the assignment thereof, if any, shall be negotiated by all parties having an interest therein, or in absence of agreement shall be resolved by the dispute resolution means available to such parties.

CONCLUSION

This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of the Owner and the CMAR and their respective successors and assigns.

CMAR:
JE DUNN CONSTRUCTION COMPANY

_____ _____
Dirk Schafer, President – Midwest Region Date
J.E. Dunn Construction Company

OWNER:
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, CONSTRUCTION MANAGEMENT DIVISION

_____ _____
Mel Muldrow, Administrator Date

_____ _____
Dean Fausset, Director Date

WYOMING ATTORNEY GENERAL: APPROVAL AS TO FORM

_____ _____
Michael R. O'Donnell, Special Asst. Attorney General Date

JONAH LEASE (Legislature and LSO)

Lease signed by State and Jonah.

54,521 sq. ft.

$16.00 per square foot

3 year term, possible extensions of up to 2 additional years

Base lease cost = $2,617,008

Tenant Improvements (TI's) performed by experienced Lessor (Bob Jensen)
- in accordance with State's design
- paid for by State up to $750,000

To be occupied by Legislature and LSO, includes space for Governor during session

Expected occupancy by LSO in mid-June, 2015
Remainder of move-in to be phased in through mid-November 2015

LSO has flexibility to occupy select finished spaces earlier

Sound system and networking system being installed separately, est. cost = not to exceed $125,000
Both are being coordinated with construction on tenant improvements

Moving expenses are contemplated as part of overall project expense

REAL PROPERTY LEASE AGREEMENT NO. 8-09651 BETWEEN PERSHING CIRCLE, LLC AND STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, CONSTRUCTION MANAGEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Parties.** This Real Property Lease Agreement (Lease) is made between Pershing Circle, LLC (Lessor), whose address is: PO Box 2390, Casper, Wyoming 82601 and the State of Wyoming, Department of Administration & Information, Construction Management (Tenant) whose address is: 700 West 21st Street, Cheyenne, Wyoming 82002.

   A. Lessor's contact information is:
   Pershing Circle, LLC
   PO Box 2390
   Casper, Wyoming

   B. Tenant's contact information is:

   Department of Administration and Information
   Construction Management
   700 West 21st Street
   Cheyenne, WY 82002
   307-777-7769

   C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing at the addresses noted above.

2. **Premises.**

Lessor desires to lease to Tenant, and Tenant desires to lease from Lessor the following described real property (Premises):

Fifty-four thousand five hundred twenty-one (54,521) square feet of office space located at 3001 Pershing Boulevard, Cheyenne, WY 82001, more particularly described below, plus full use of all adjacent parking and outbuildings, sanitary disposal facilities and other appurtenances located on the Premises. A full legal description of the building and site upon which the leased Premises is located is:

MOUNTVIEW PARK, 7TH FILING: (PAR 1) THE EAST 2' OF BLOCK 44, THE EAST 307.83' OF OLIVE DR, MOUNTVIEW PARK, 8TH FILING; ALL OF BLOCK 47, MOUNTVIEW PARK, 9TH FILING; AND ALL LOT 1, BLOCK 48 MOUNTVIEW PARK, 10TH FILING; AKA: ALL THAT PART OF THE NE1/4 SEC 33-14-66, DESC AS: BEG AT THE PNT OF INTERSECTION OF THE SOUTH R/W LINE OF PERSHING BLVD AND THE EAST BNDRY OF SD SEC 33, WHICH PNT OF BEG IS 40' SOUTH OF THE NE COR OF SD SEC 33; TH S 0 DEG 01' W, ALONG THE EAST BNDRY OF SD SEC 33, 278.09', TH S 0 DEG 00' 40" E, 132.81' TO A PNT ON THE EAST LINE OF SD SEC 33; TH S 0 DEG 02' 10" W, ALONG THE

EAST LINE OF SD SEC 33, 161.90', WHICH PNT IS ON THE NORTH LINE OF THE REALIGNMENT OF OMAHA RD; TH N 89 DEG 43' 30" W, 87.55' TO A PNT OF CURVE TO THE LEFT, WHOSE RADIUS IS 686.62', (LONG CHORD BEARS S 85 DEG 36' 00" W, 111.95', TO A PNT ON THE SOUTHERLY R/W LINE OF THE EXISTING OMAHA RD); TH CONT ALONG THE CURVE TO THE LEFT WHOSE RADIUS IS 686.62', THE LONG CHORD BEARS S 65 DEG 12' 10" W, 372.06' TO A PNT ON THE NORTHERLY R/W OF OMAHA RD; TH S 49 DEG 29' W, 130.45', ALONG THE NORTHERLY R/W OF OMAHA RD TO A PNT; TH N 89 DEG 58' W, 421.43', ALONG THE NORTH R/W LINE OF PINE DR; TH N 0 DEG 02' E, 336.0'; TH S 89 DEG 58' E, 305.83'; TH N 0 DEG 05' E, 486.00', TO A PNT ON THE SOUTH R/W LINE OF PERSHING BLVD; TH S 89 DEG 59' E, ALONG THE SOUTH R/W LINE OF PERSHING BLVD, 750.56' TO THE POB. LESS (22559 SF) A POR OF LOT 1 BLK 48, MOUNTVIEW PARK, 10TH FILING AND A POR OF OMAHA RD AS VAC IN ORD NO. 1727, DESC AS: BEG AT A PNT THAT LIES 462.80' SOUTH OF THE NE COR OF SEC 33-14-66, SD PNT IS ON THE EAST BNDRY LINE OF SEC 33; TH N 89 DEG 43' 30" W, 150.00'; TH S 00 DEG 02' 10" W, 152.85', TO THE R/W OF VAC OMAHA RD; TH ALONG THE SD R/W ON A CURVE TO THE RIGHT WITH RADIUS 686.82' (CHORD BEARING N 87 DEG 39' 39" E, 62.50), THRU AN ARC OF 62.52 TO THE PT OF TANGENCY; TH S 89 DEG 43' 30" E, 87.55', TO THE EAST BNDRY LINE OF SEC 33; TH N 00 DEG 02' 10" E ALONG THE EAST LINE OF SEC 33, 150.0 0' TO THE POB.

Lessor and Tenant agree that the final, total square footage to be leased by Tenant is subject to revision depending upon final Tenant Improvement decisions and security needs. In the event the total leased square footage is adjusted from the 54, 521 square feet noted above, the final and total leased square footage will be added to this lease by amendment and the total base rent noted in paragraph 5, below, will be adjusted based upon a square footage rent calculation at $16.00 per square foot per year.

Calculation of the initially contemplated square footage of the leased premises is based upon the following:

Area of Building	Useable Sq. Ft.	Rentable Sq. Ft.
Senate Chamber & LSO	17,557	21,017
Senate Committee Rooms	4,071	4,873
JAC, Fiscal & School	3,581	4,287
House Chamber Area	5,730	6,859
House Office Area (T3 Space)	5,373	6,432
Warehouse Area	3,685	4,412
Total of 12/9/14 Proposed Space	39,997	47,880
VA Center Space	4,243	5,079
Governor's Space Adjacent to Atrium	1,305	1,562
Adjusted Total Space	**45,545**	**54,521**

A visual depiction of the building and site is attached as Attachment "A" and a floorplan of the leased premises is attached as Attachment "B".

3. Purpose of Lease.

A. Lessor is the sole owner of the Premises described above, and desires to lease the Premises to Tenant for use by the State of Wyoming as a time-limited, temporary facility for the Wyoming State Legislature, its staff and its functions, which functions may include State of Wyoming executive branch functions as well.

B. Tenant desires to lease a portion of the Premises for conducting legislative and other government business.

C. For consideration, Lessor leases to Tenant the Premises in accordance with the terms of this Lease.

4. Term of Lease.

A. Lessor leases the above Premises for a single term of three (3) years, commencing July 1, 2015, and terminating June 30, 2018 or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, approved by the Governor or his designee. The effective date of this Lease shall be the date of the last signature, and the Lease shall commence on the date of the last signature or on the date specified in the Term of Lease provision, whichever is later.

B. Tenant shall have an unrestricted option to extend this Lease under the same terms and conditions set forth herein for two (2), three (3) month terms with three (3) months prior written notice.

C. In the event Tenant needs to continue to use the Premises past the Term set forth herein, Lessor agrees to extend this Lease for one (1) additional year beyond the terms noted above upon the same terms and conditions set forth herein. In the event Tenant needs to continue to use the Premises past the one year extended term, Lessor agrees to extend this Lease for another additional year with an increase in base rent of 3%.

D. Subject to progress of Tenant Improvements noted in paragraph 6, below, and to the needs of Tenant, Tenant shall have the ability to occupy portions of the leased premises in advance of the commencement date of this lease. In the event of early occupancy for these purposes, all provisions of this lease shall apply as if the formal term of the lease had commenced except that identification of the early occupancy portions of the premises and their respective square footages shall be added to this lease by amendment and an early occupancy monthly rental payment shall be calculated based upon the annual rate of $16.00 per square foot.

E. From the date of final execution of this lease, Tenant is granted to right to "opt-out" of, and terminate the lease. If this right is exercised, Tenant shall pay for all Tenant Improvements performed through the date of notice of the "opt-out", and shall pay for the cost of any construction or design services which are necessary to bring Tenant Improvements to an end.

5. **Rent Payment.** The annual rent to be paid by Tenant to Lessor shall be Eight Hundred Seventy Two Thousand Three Hundred Thirty Six and no/100 Dollars ($872,336.00) which shall be paid prior to commencement of this lease and thereafter on or before the first (1st) day of each succeeding July. The total amount of rent paid under this Lease shall not exceed Two Million Six Hundred Seventeen Thousand Eight and no/100 Dollars ($2,617,008.00) unless the lease is extended according to the terms set forth herein. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

6. **Tenant Improvements.**

A. Lessor agrees to perform Tenant Improvements (TI's) to the Premises, in advance of the commencement of this Lease, as described herein.

B. Tenant Improvements are necessary for the Premises to function as a time-limited, temporary facility for the Wyoming State Legislature, its staff and its functions, which functions may include State of Wyoming executive branch functions as well. Tenant Improvements in accordance with the terms set forth herein are a term of essence of this lease. Failure of Lessor to install and maintain Tenant Improvements in accordance with the terms of this Lease allow the Tenant to immediately terminate this lease without further financial obligation to the Tenant and subject the Lessor to all remedies available to the Tenant for damages under Wyoming law, including consequential damages.

C. Lessor agrees to perform Tenant Improvements in accordance with design requirements provided by Tenant to Lessor. In general, Tenant will require Tenant Improvements to be performed in a workmanlike, quality manner which delivers standard grade commercial finish tenant space to Tenant for its use during the term of the lease. Standard grade commercial finish, for the purposes of this Lease, means finish of a like kind and quality to that found in the building on the date of execution of this lease.

D. Subject to approval by Tenant, Lessor agrees to perform and bear the cost of Tenant Improvements in an amount up to seven hundred fifty thousand dollars ($750,000), payable at Lessor's expense in advance of commencement of this lease.

E. Tenant shall be responsible to pay for any Tenant Improvement which exceed the sum of $750,000 provided that Lessor has otherwise complied with the terms of this Lease.

F. Tenant shall repay Lessor the cost of Tenant Improvements as described in this paragraph upon the following basis:

i. Three Hundred Seventy Five Thousand and no/100 Dollars ($375,000.00) of the total cost of TI's shall be payable by Tenant upon execution of this lease. The balance shall be paid in two installments on or before the 1st of July of each of the two succeeding years of the base lease term.

ii. TI's shall only occur for purposes of Tenant's use of the premises and not for general upgrade of the premises or other aspects of the building or site upon and within which the leased premises are located. All TI's must be approved in writing by Tenant in order to become subject to the repayment provisions of this paragraph.

G. Lessor and Tenant agree that the build-out of the TI's will require supplemental documents, often characterized as Construction Directives, to further define the phases of TI design and construction, the scope of those phases and the costs of those phases. Lessor and Tenant agree to negotiate in good faith to develop those supplemental documents with an eye toward moving the TI aspect along as rapidly as possible while trying not to allow the project to exceed the anticipated budget of $750,000.00.

7. Exclusive Use.

A. Tenant shall have exclusive use of the leased premises during the term of the lease. Lessor shall provide appropriate locking doors and other security measures in order to assure the security of Wyoming state officials and others using the Premises during the term of the lease.

B. Lessor shall not allow any other uses of the leased premises or other areas of the facility for any purposes which are inconsistent with the purposes of this lease or the security needs of the Tenant during the term of this lease.

C. Lessor acknowledges that Tenant has unique needs regarding use of the premises for critical activities of state government. Lessor further acknowledges that Tenant has unique security needs for its use of the premises. Tenant's unique needs arise from use of the premises for these critical activities but also from the needs and risks presented by the premises being used as the effective seat of government, including public demonstrations, potential acts of violence or terrorism. Lessor covenants and warrants that Tenant has exclusive use of the Premises for all of these purposes and that Lessor has obtained appropriate insurance coverage for the potential risks involved.

D. Tenant agrees that any public protests which occur near the building or site must be confined to the north sidewalk of the site along Pershing Blvd. Uses of the atrium of the building for public activities for which the State grants a permit are permissible upon obtaining the verbal approval of Lessor, which approval shall not unreasonably be withheld.

8. Responsibilities of Lessor.

A. Tenant Improvements. Lessor shall perform Tenant Improvements as described above.

B. Parking. Lessor shall provide parking on a first come first served basis on Lessor's property described in paragraph 2, above. Lessor shall ensure that a minimum of two hundred (200) parking spaces exist for Tenant's use on the property. Subject to approval in writing by Tenant, Lessor shall arrange for access to a minimum of one hundred (100) additional parking spaces on adjacent properties during Legislative sessions which will occur February 8, 2016 through March 4, 2016, January 10, 2017 through March 3, 2017 and February 12, 2018 through March 9, 2018. Subject to approval of Tenant, Lessor shall also provide dedicated parking and a secure entrance to the building for the Governor of the State of Wyoming.

C. Quiet Enjoyment. Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Tenant. Tenant's quiet enjoyment of the Premises shall be at all times of the day and on all days of the year during the term of the lease. Tenant's use of the premises shall be for critical functions of state government, including use by the public for demonstrations and other public events.

D. Taxes. Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the Premises.

E. Janitorial. Subject to approval of Tenant, Lessor will provide janitorial services that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition. All cleaning supplies, to include soap, waxes, disinfectants and trash can liners are to be provided by Lessor. Expendable restroom supplies are to include toilet paper, paper towels and hand soap and are to be provided by the Lessor. Snow removal is to be provided by Lessor. Heating, cooling, light bulbs, carpet cleaning and all maintenance shall be provided by Lessor. Tenant shall have an unrestricted option to assume responsibility for janitorial services as described in this paragraph if, in Tenant's opinion, such is necessary for security or other reasons. In the event of exercise of this option, a commensurate reduction in the base rent shall be negotiated.

F. Utilities. All applications and connections for necessary utility services on the Premises, with the exception of telephone, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, snow removal and garbage removal. Lessor is obligated to provide all noted utilities at all times throughout the term of the lease and in such quantities and quality as will appropriately provide for the needs of Tenant to conduct legislative and other governmental functions on and within the premises. Tenant will provide and install its own broadband and wireless internet services in the premises.

G. Security. Tenant shall use the facility for critical functions of state government and requires special security provisions to protect those who use and attend functions in and about the building and site. State security personnel shall be provided reasonable access to the Premises for security reasons and emergencies. Local police

shall also be provided this same access. Access is not limited to the actual leased portions of the Premises, but shall include all aspects of the building and site as determined necessary by state security personnel or local police while being mindful of the rights of quiet enjoyment of leased premises held by the other tenants of the building.

H. Representations. Lessor covenants and warrants that it is the sole owner of the Premises and has full authority to enter into this lease. Lessor further covenants and warrants that no encumbrances exist on the premises which could affect Tenant's use of the premises. Lessor also covenants and warrants that it has consulted with and advised the other tenants of the building of the terms of this lease and the needs of the State of Wyoming as a tenant in the building.

9. Responsibilities of Tenant.

A. Access to Premises. Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.

B. Non-assignment. Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others.

C. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, or on the last day of any extended term, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except moveable trade fixtures, all in good condition and repair. Lessor shall remove any unique seals, emblems, historical plaques, signs and the like that it installed in the premises and restore any damage caused by such items to like condition of the remainder of the premises.

10. Special Provisions.

A. Alterations, Additions and Improvements.

(i) In addition to the Tenant Improvements noted above, Tenant may, with the Lessor's prior written approval and at Tenant's own expense, at any time during the lease term, make alterations, additions, or improvements in and to the Premises. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.

(ii) All alterations, additions, and improvements on or in the Premises at the commencement of the term or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.

B. Condition of Premises.

(i) Tenant: Tenant has examined and knows the condition of the Premises to be leased.

(ii) Lessor: Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and substantial defects to Tenant. In the event Lessor fails to disclose any known contamination or hazardous conditions or substantial defects, Tenant may immediately terminate this Lease.

C. Destruction of Premises.

(i) Partial to Substantial Destruction. In the event of partial destruction of the Premises, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Tenant. If the Premises are damaged by fire or other casualty which, in the opinion of Tenant, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Tenant. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Tenant.

(a) Repair. Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

(1) Damage to be repaired by either Lessor or Tenant;

(2) Damage that will not be repaired; and

(3) The dates by which either Lessor or Tenant shall complete repairs.

(b) Failure to Repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Tenant and Lessor, this Lease may be terminated by either party.

(ii) Total Destruction. In the event of destruction of the Premises to such an extent that Tenant, in the opinion of Tenant, can no longer use the Premises, Tenant shall be entitled to terminate this lease without any further financial obligation to Lessor.

(iii) Potential Causes of Destruction. Lessor acknowledges that Tenant's use of the premises for critical functions of state government carries risks above and beyond those normally associated with leases of commercial office space, including, but not limited to, damage by crowds, acts of civil disobedience, acts of violence and acts of terrorism.

D. Insurance.

(i) Lessor: During the term of this Lease, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire in the minimum amounts noted below. Tenant shall be named as an "additional insured" on all policies of insurance carried by Lessor and related to the Premises. Lessor acknowledges the risks involved in leasing to Tenant as described in this Lease and agrees to carry insurance coverage which protects the premises and Tenant from those potential activities. No exclusions to insurance coverage are permitted without the express written consent of Tenant, including exclusions for negligent acts or omissions of the Tenant or its agents or employees.

(a) Commercial General Liability Insurance. Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) Business Automobile Liability Insurance. Lessor shall maintain, during the entire term of the Lease, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) per occurrence.

(c) Workers' Compensation and Employer's Liability Insurance. The Lessor shall provide proof of workers' compensation coverage for all its employees who are to work on the premises described in this Lease. Lessor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate. Non-Wyoming Lessor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than Five Hundred Thousand Dollars ($500,000) per employee for each accident and disease.

(d) Unemployment Insurance. The Lessor shall be duly registered with the Department of Workforce Services, Unemployment Insurance Division.

(e) **Payment of Premiums and Notice of Revocation.** All required coverages under this Lease shall be in effect for the duration of this Lease. All policies shall be primary and not contributory. Lessor shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Tenant of any cancellation or non renewal of any coverage required under this Contract.

(ii) Tenant: During the term of this Lease and for any further time that the Tenant shall hold the Premises, Tenant shall provide coverage through its commercial insurance program for personal property kept at the Premises. To the extent allowable under the Governmental Claims Act, the Tenant shall be self-insured for liability through the State Self Insurance Program (SSIP).

(iii) **Intent of Insurance Coverage Provisions:** It is the intent of Lessor and Tenant that Lessor shall obtain and maintain insurance coverage on the building and site which is in sufficient amounts to insure the full fair market value of the building including the value of the TI's performed by the Tenant. Lessor agrees to provide this level of insurance coverage.

E. Repairs.

(i) Lessor: Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the Premises. Lessor shall also keep in good repair all of the Premises' operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

(ii) Tenant: Tenant shall not be responsible for maintenance or repair of the premises, but shall in good faith endeavor to utilize the premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

F. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.

G. Time is of the Essence. Time is of the essence in all provisions of this Lease.

11. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

B. Americans with Disabilities Act and Nondiscrimination. Lessor shall be responsible for the Premises compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq. In connection with this Lease, the Lessor and Tenant shall assure that no person is discriminated against on the basis of sex, race, religion, national origin or disability.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party.

E. Availability of Funds. Each payment obligation of the Tenant is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Tenant at the end of the period for which the funds are available. Tenant shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Tenant in the event this provision is exercised, and Tenant shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be construed to permit Tenant to terminate this Lease to acquire a similar rental from another party.

F. Entirety of Lease. This Lease, consisting of fourteen (~~14~~) 13 NAM pages, constitutes the entire Lease Agreement between the parties and supersedes all prior negotiations, representations or contracts, either written or oral.

G. Indemnification. The Lessor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

H. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

I. Sovereign Immunity. The State of Wyoming and Tenant do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other

applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

J. Termination. In addition to any other cause provided herein, whereby this Lease may be terminated, Tenant may terminate this Lease upon ninety (90) days written notice of termination. In the event that Tenant should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be refunded to Tenant. Occupation of the Premises by Tenant for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund. Upon early termination of this Lease, Tenant agrees to pay any remaining balance of tenant improvement costs scheduled in paragraph 6, above.

K. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

L. Unlawful or Ultrahazardous Activity. Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all state and federal laws, rules and regulations, and with all city ordinances.

M. Waiver. The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.

12. **Signatures.** The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The effective date of this Lease is the date of the signature last affixed to this page.

TENANT:
State of Wyoming, Department of Administration & Information, Construction Management, for itself and on behalf of the Governor of the State of Wyoming.

Mel Muldrow, Administrator — January 29, 2015
Date

Dean Fausset, Director — 1-29-15
Date

LESSOR:
Pershing Circle, LLC

Neil A. McMurry, Managing Member — 1.30.15
Date

20-4632343
Lessor's Tax Identification Number:

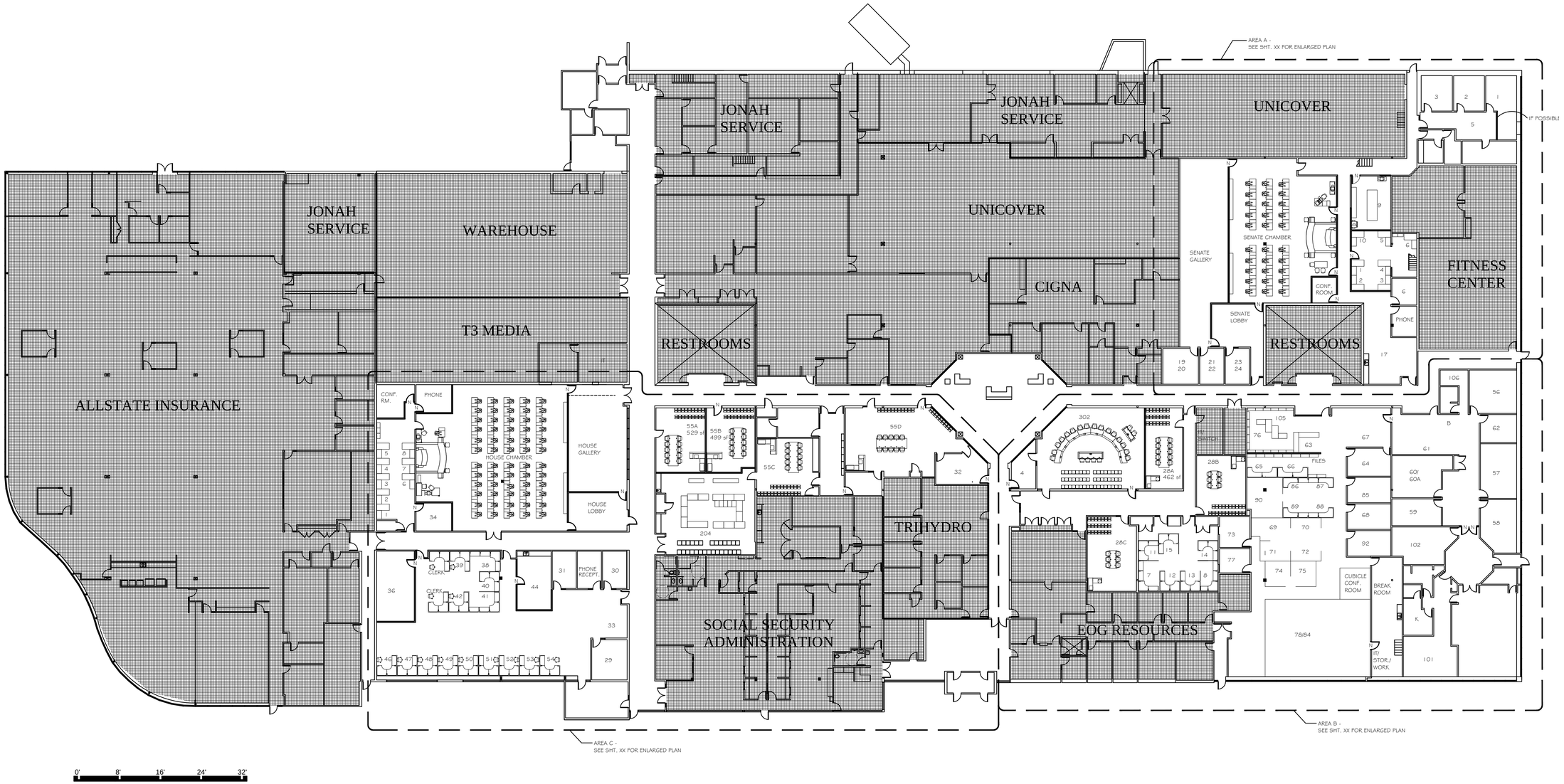
WITNESS:

(Signature of Witness) — 1/30/15
Date

Richard J. Bratton
(Witness' name printed)

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Peter K. Michael, Attorney General — Date — 1/29/15


AREA A -
SEE SHT. XX FOR ENLARGED PLAN
JONAH SERVICE
JONAH SERVICE
JONAH SERVICE
UNICOVER
UNICOVER
WAREHOUSE
T3 MEDIA
ALLSTATE INSURANCE
RESTROOMS
CIGNA
SENATE GALLERY
SENATE CHAMBER
SENATE LOBBY
CONF. ROOM
RESTROOMS
FITNESS CENTER
PHONE
IF POSSIBLE
CONF. RM.
PHONE
HOUSE CHAMBER
HOUSE GALLERY
HOUSE LOBBY
CLERK
PHONE RECEPT
TRIHYDRO
SOCIAL SECURITY ADMINISTRATION
EOG RESOURCES
FILES
CUBICLE CONF. ROOM
BREAK ROOM
AREA B -
SEE SHT. XX FOR ENLARGED PLAN
AREA C -
SEE SHT. XX FOR ENLARGED PLAN
0'
8'
16'
24'
32'

2020 CAREY AVE. (Elected Officials)

Negotiations underway

Based upon lease form developed by AG and approved by Oversight Group for use at Jonah.

Offers and counter-offers being exchanged

31,475 sq. ft.

$10.00 per square foot

2 year term, possible extensions of up to 2 additional years

Base lease cost = $629,500

(Tenant Improvements) TI's performed by State

Est. cost of TI's = $1,700,000

To be occupied by elected officials and staff

Recently vacated by CAMECO and other state agencies

Secretary of State assigned 2 floors, 1 1/2 of which are Class A finish. - balance is standard commercial finish

State Treasurer and State Auditor assigned 1 1/2 floors each - standard commercial finish

Expected occupancy Aug. 1, 2015.

REAL PROPERTY LEASE AGREEMENT NO. 8-09656 BETWEEN
VOSS FAMILY LIMITED PARTNERSHIP
AND
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, CONSTRUCTION MANAGEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Parties.** This Real Property Lease Agreement (Lease) is made between Voss Family Limited Partnership (Lessor), whose address is: 801 W. Big Horn Avenue, Worland, Wyoming 82401 and the State of Wyoming, Department of Administration & Information, Construction Management (Tenant) whose address is: 700 West 21st Street, Cheyenne, Wyoming 82002.

A. Lessor's contact information is:

Voss Family Limited Partnership
801 W. Big Horn Ave.
Worland, Wyoming 82401
(307) 431-5010

B. Tenant's contact information is:

Department of Administration and Information
Construction Management
700 West 21st Street
Cheyenne, WY 82002
307-777-7769

C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing at the addresses noted above.

2. **Premises.**

Lessor desires to lease to Tenant, and Tenant desires to lease from Lessor the following described real property (Premises):

Approximately 31,475 square feet of office space located at 2020 Carey Ave., Cheyenne, WY 82001, more particularly described below, plus full use of all adjacent parking and outbuildings, sanitary disposal facilities and other appurtenances located on the Premises. A full legal description of the building and site upon which the leased Premises is located is:

ALL BLOCK 267, PLUS (1920 SQFT, ORD 2812) THE E 120' VAC 16' ALLEY, PLUS (2304 SQFT, ORD 2098) THE W 144' VAC 16' ALLEY.

Lessor and Tenant agree that the final, total square footage to be leased by Tenant is subject to revision depending upon final Tenant Improvement decisions and security needs. In

the event the total leased square footage is adjusted from the 31,475 square feet noted above, the final and total leased square footage will be added to this Lease by amendment and the total base rent noted in paragraph 5, below, will be adjusted based upon a square footage rent calculation at ten dollars ($10.00) per square foot per year.

Calculation of the initially contemplated square footage of the leased Premises is based upon the following:

Area of Building	Useable Sq. Ft.	Rentable Sq. Ft.
Second Floor (Mezz.)	1700	1904
Third Floor	1717	1923
Fourth Floor	5766	6400
Sixth Floor	5749	6383
Seventh Floor	5730	6364
Eighth Floor	5730	6364
Ninth Floor	1908	2137
Total	**28,300**	**31,475**

A visual depiction of the building and site is attached as Attachment "A" and a floorplan of the leased Premises is attached as Attachment "B".

3. Purpose of Lease.

A. Lessor is the sole owner of the Premises described above, and desires to lease the Premises to Tenant for use by the State of Wyoming as a time-limited, temporary facility for the Wyoming Secretary of State, Wyoming State Auditor and Wyoming State Treasurer, together with their respective staff and functions.

B. Tenant desires to lease a portion of the Premises for conducting state executive branch and other government business.

C. For consideration, Lessor leases to Tenant the Premises in accordance with the terms of this Lease.

4. Term of Lease.

A. Lessor leases the above Premises for a single term of two (2) years, commencing July 1, 2015, and terminating June 30, 2017 or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, approved by the Governor or his designee. The effective date of this Lease shall be the date of the last signature, and the Lease shall commence on the date of the last signature or on the date specified in the Term of Lease provision, whichever is later.

B. Tenant shall have an unrestricted option to extend this Lease under the same terms and conditions set forth herein for two (2), three (3) month terms with three (3) months prior written notice.

C. In the event Tenant needs to continue to use the Premises past the Term set forth herein, Lessor agrees to extend this Lease for one (1) additional year beyond the terms noted above upon the same terms and conditions set forth herein. In the event Tenant needs to continue to use the Premises past the one year extended term, Lessor agrees to extend this Lease for another additional year with an increase in base rent of three percent (3%).

D. Subject to progress of Tenant Improvements noted in paragraph 6, below, and to the needs of Tenant, Tenant shall have the ability to occupy portions of the leased Premises in advance of the commencement date of this Lease. In the event of early occupancy for these purposes, all provisions of this Lease shall apply as if the formal term of the Lease had commenced except that identification of the early occupancy portions of the Premises and their respective square footages shall be added to this Lease by amendment and an early occupancy monthly rental payment shall be calculated based upon the annual rate of ten dollars ($10.00) per square foot.

E. From the date of final execution of this Lease, Tenant is granted to right to "opt-out" of, and terminate the Lease. If this right is exercised, Tenant shall pay for all Tenant Improvements performed through the date of notice of the "opt-out", and shall pay for the cost of any construction or design services which are necessary to bring Tenant Improvements to an end.

5. **Rent Payment.** The annual rent to be paid by Tenant to Lessor shall be three hundred fourteen thousand, seven hundred fifty dollars ($314,750.00) which shall be paid prior to commencement of this Lease and thereafter on or before the first (1st) day of each succeeding July. The total amount of rent paid under this Lease shall not exceed six hundred twenty-nine thousand, five hundred dollars ($629,500.00) unless the Lease is extended according to the terms set forth herein. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

6. **Tenant Improvements.**

A. Tenant agrees to perform and bear the cost of Tenant Improvements (TIs) to the Premises, in advance of the commencement of this Lease, as described herein. Lessor agrees that other improvements to the Premises may be necessary to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical and plumbing up to code and/or into compliance with the ADA (Lessor Improvements), in advance of the commencement of this Lease, and agrees to bear the cost of such improvements. All TIs and all other Lessor Improvements described in this Section 6 shall be performed by the Tenant's Contractor, and each party shall pay its respective share. Tenant shall design the improvements subject to Lessor approval, and shall manage the construction following execution of the appropriate contracts.

B. Tenant Improvements shall only occur for purposes of Tenant's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the leased Premises are located. TIs are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code.

C. Tenant Improvements are necessary for the Premises to function as a time-limited, temporary facility for the Wyoming Secretary of State, Wyoming State Auditor and Wyoming State Treasurer, together with their respective staffs and functions. TIs and Lessor Improvements in accordance with the terms set forth herein are a term of essence of this Lease. Failure of Lessor to pay its share of construction costs for Lessor Improvements in accordance with the terms of this Lease allows the Tenant to immediately terminate this Lease without further financial obligation to the Tenant and subjects the Lessor to all remedies available to the Tenant for damages under Wyoming law, including consequential damages.

D. In general, Tenant will require all improvements to be performed in a workmanlike, quality manner which delivers standard grade commercial finish tenant space to Tenant for its use during the term of the Lease. Standard grade commercial finish, for the purposes of this Lease, means finish of a like kind and quality to that found in the building on the date of execution of this Lease.

7. <u>Exclusive Use</u>.

A. Tenant shall have exclusive use of the leased Premises during the term of the Lease. Lessor shall provide appropriate locking doors and other security measures in order to assure the security of Wyoming state officials and others using the Premises during the term of the Lease.

B. Lessor shall not allow any other uses of the leased Premises or other areas of the facility for any purposes which are inconsistent with the purposes of this Lease or the security needs of the Tenant during the term of this Lease.

C. Lessor acknowledges that Tenant has unique needs regarding use of the Premises for critical activities of state government. Lessor further acknowledges that Tenant has unique security needs for its use of the Premises. Tenant's unique needs arise from use of the Premises for these critical activities but also from the needs and risks presented by the Premises being used as the effective seat of government, including public demonstrations, potential acts of violence or terrorism. Lessor covenants and warrants that Tenant has exclusive use of the Premises for all of these purposes and that Lessor has obtained appropriate insurance coverage for the potential risks involved.

D. Tenant agrees that any public protests which occur near the building or site must be confined to the sidewalks of the site.

8. <u>Responsibilities of Lessor</u>.

A. Tenant Improvements. Lessor shall allow Tenant Improvements as described above.

B. Parking. Lessor shall provide parking for Lessor's property described in paragraph 2, above, in accordance with Lessor's assignment practice that currently exists for other tenants. Lessor shall ensure that a minimum of ninety (90) parking spaces exist for Tenant's use. Lessor will provide _____ parking spaces on the property and will secure the use of ____ additional parking spaces in the City parking structure immediately to the west of the property.

C. Quiet Enjoyment. Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Tenant. Tenant's quiet enjoyment of the Premises shall be at all times of the day and on all days of the year during the term of the Lease. Tenant's use of the Premises shall be for critical functions of state government, including use by the public for demonstrations and other public events.

D. Taxes. Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Premises.

E. Janitorial. Subject to approval of Tenant, Lessor will provide janitorial services that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition. All cleaning supplies, to include soap, waxes, disinfectants and trash can liners are to be provided by Lessor. Expendable restroom supplies are to include toilet paper, paper towels and hand soap and are to be provided by the Lessor. Snow removal is to be provided by Lessor. Heating, cooling, light bulbs, carpet cleaning and all maintenance shall be provided by Lessor. Tenant shall have an unrestricted option to assume responsibility for janitorial services as described in this paragraph if, in Tenant's opinion, such is necessary for security or other reasons. In the event of exercise of this option, a commensurate reduction in the base rent shall be negotiated.

F. Utilities. All applications and connections for necessary utility services on the Premises, with the exception of telephone, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, snow removal and garbage removal. Lessor is obligated to provide all noted utilities at all times throughout the term of the Lease and in such quantities and quality as will appropriately provide for the needs of Tenant to conduct governmental functions on and within the Premises. Tenant will provide and install its own broadband and wireless internet services in the Premises.

G. Security. Tenant shall use the facility for critical functions of state government and requires special security provisions to protect those who use and attend functions in and about the building and site. State security personnel shall be provided reasonable access to the Premises for security reasons and emergencies. Local police

shall also be provided this same access. Access is not limited to the actual leased portions of the Premises, but shall include all aspects of the building and site as determined necessary by state security personnel or local police while being mindful of the rights of quiet enjoyment of leased Premises held by the other tenants of the building.

H. Representations. Lessor covenants and warrants that it is the sole owner of the Premises and has full authority to enter into this Lease. Lessor further covenants and warrants that no encumbrances exist on the Premises which could affect Tenant's use of the Premises. Lessor also covenants and warrants that it has consulted with and advised the other tenants of the building of the terms of this Lease and the needs of the State of Wyoming as a tenant in the building.

9. Responsibilities of Tenant.

A. Access to Premises. Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.

B. Non-assignment. Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others.

C. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, or on the last day of any extended term, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except moveable trade fixtures, all in good condition and repair. Tenant shall remove any unique seals, emblems, historical plaques, signs and the like that it installed in the Premises and restore any damage caused by such items to like condition of the remainder of the Premises.

10. Special Provisions.

A. Alterations, Additions and Improvements.

(i) In addition to the Tenant Improvements noted above, Tenant may, with the Lessor's prior written approval and at Tenant's own expense, at any time during the Lease term, make alterations, additions, or improvements in and to the Premises. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.

(ii) All alterations, additions, and improvements on or in the Premises at the commencement of the term or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.

B. Condition of Premises.

(i) Tenant: Tenant has examined and knows the condition of the Premises to be leased.

(ii) Lessor: Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and substantial defects to Tenant. In the event Lessor fails to disclose any known contamination or hazardous conditions or substantial defects, Tenant may immediately terminate this Lease.

C. Destruction of Premises.

(i) Partial to Substantial Destruction. In the event of partial destruction of the Premises, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Tenant. If the Premises are damaged by fire or other casualty which, in the opinion of Tenant, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Tenant. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Tenant.

(a) Repair. Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

(1) Damage to be repaired by either Lessor or Tenant;

(2) Damage that will not be repaired; and

(3) The dates by which either Lessor or Tenant shall complete repairs.

(b) Failure to Repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Tenant and Lessor, this Lease may be terminated by either party.

(ii) Total Destruction. In the event of destruction of the Premises to such an extent that Tenant, in the opinion of Tenant, can no longer use the Premises, Tenant shall be entitled to terminate this Lease without any further financial obligation to Lessor.

(iii) Potential Causes of Destruction. Lessor acknowledges that Tenant's use of the Premises for critical functions of state government carries risks above and beyond those normally associated with leases of commercial office space, including, but not limited to, damage by crowds, acts of civil disobedience, acts of violence and acts of terrorism.

D. Insurance.

(i) Lessor: During the term of this Lease, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire in the minimum amounts noted below. Tenant shall be named as an "additional insured" on all policies of insurance carried by Lessor and related to the Premises unless waived by Tenant. Lessor acknowledges the risks involved in leasing to Tenant as described in this Lease and agrees to carry insurance coverage which protects the Premises and Tenant from those potential activities. No exclusions to insurance coverage are permitted without the express written consent of Tenant, including exclusions for negligent acts or omissions of the Tenant or its agents or employees.

(a) Commercial General Liability Insurance. Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) Workers' Compensation and Employer's Liability Insurance. The Lessor shall provide proof of workers' compensation coverage for all its employees who are to work on the Premises described in this Lease. Lessor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate.

(c) Unemployment Insurance. The Lessor shall be duly registered with the Department of Workforce Services, Unemployment Insurance Division.

(d) Payment of Premiums and Notice of Revocation. All required coverages under this Lease shall be in effect for the duration of this Lease. All policies shall be primary and not contributory. Lessor shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Tenant of any cancellation or non renewal of any coverage required under this Lease.

(ii) Tenant: During the term of this Lease and for any further time that the Tenant shall hold the Premises, Tenant shall provide coverage through its commercial insurance program for personal property kept at the Premises. To the extent allowable under the Governmental Claims Act, the Tenant shall be self-insured for liability through the State Self Insurance Program (SSIP).

(iii) Intent of Insurance Coverage Provisions: It is the intent of Lessor and Tenant that Lessor shall obtain and maintain insurance coverage on the building and site which is in sufficient amounts to insure the full fair market value of the building including the value of the TI's performed by the Tenant. Lessor agrees to provide this level of insurance coverage.

E. Repairs.

(i) Lessor: Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the Premises. Lessor shall also keep in good repair all of the Premises' operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

(ii) Tenant: Tenant shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

F. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.

G. Time is of the Essence. Time is of the essence in all provisions of this Lease.

11. <u>General Provisions</u>.

A. Amendments. Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

B. Americans with Disabilities Act and Nondiscrimination. Lessor shall be responsible for the Premises' compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq. In connection with this Lease, the Lessor and Tenant shall assure that no person is discriminated against on the basis of sex, race, religion, national origin or disability.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Lease Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party.

E. Availability of Funds. Each payment obligation of the Tenant is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Tenant at the end of the period for which the funds are available. Tenant shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Tenant in the event this provision is exercised, and Tenant shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be construed to permit Tenant to terminate this Lease to acquire a similar rental from another party.

F. Entirety of Lease. This Lease, consisting of twelve (12) pages, constitutes the entire Lease Agreement between the parties and supersedes all prior negotiations, representations or contracts, either written or oral.

G. Indemnification. The Lessor shall release, indemnify, and hold harmless the State, the Tenant, and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

H. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

I. Sovereign Immunity. The State of Wyoming and Tenant do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

J. Termination. In addition to any other cause provided herein, whereby this Lease may be terminated, Tenant may terminate this Lease upon ninety (90) days written notice of termination. In the event that Tenant should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be refunded to

Tenant. Occupation of the Premises by Tenant for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund. Upon early termination of this Lease, Tenant agrees to pay any remaining balance of tenant improvement costs scheduled in paragraph 6, above.

K. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

L. Unlawful or Ultrahazardous Activity. Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all state and federal laws, rules and regulations, and with all city ordinances.

M. Waiver. The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.

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12. <u>Signatures</u>. The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The effective date of this Lease is the date of the signature last affixed to this page.

TENANT:
State of Wyoming, Department of Administration & Information, Construction Management, for itself and on behalf of the Governor of the State of Wyoming

_____ _____
Mel Muldrow, Administrator Date

_____ _____
Dean Fausset, Director Date

LESSOR:
Voss Family Limited Partnership

_____ _____
Wayne T. Voss Date

_____
Lessor's Tax Identification Number:

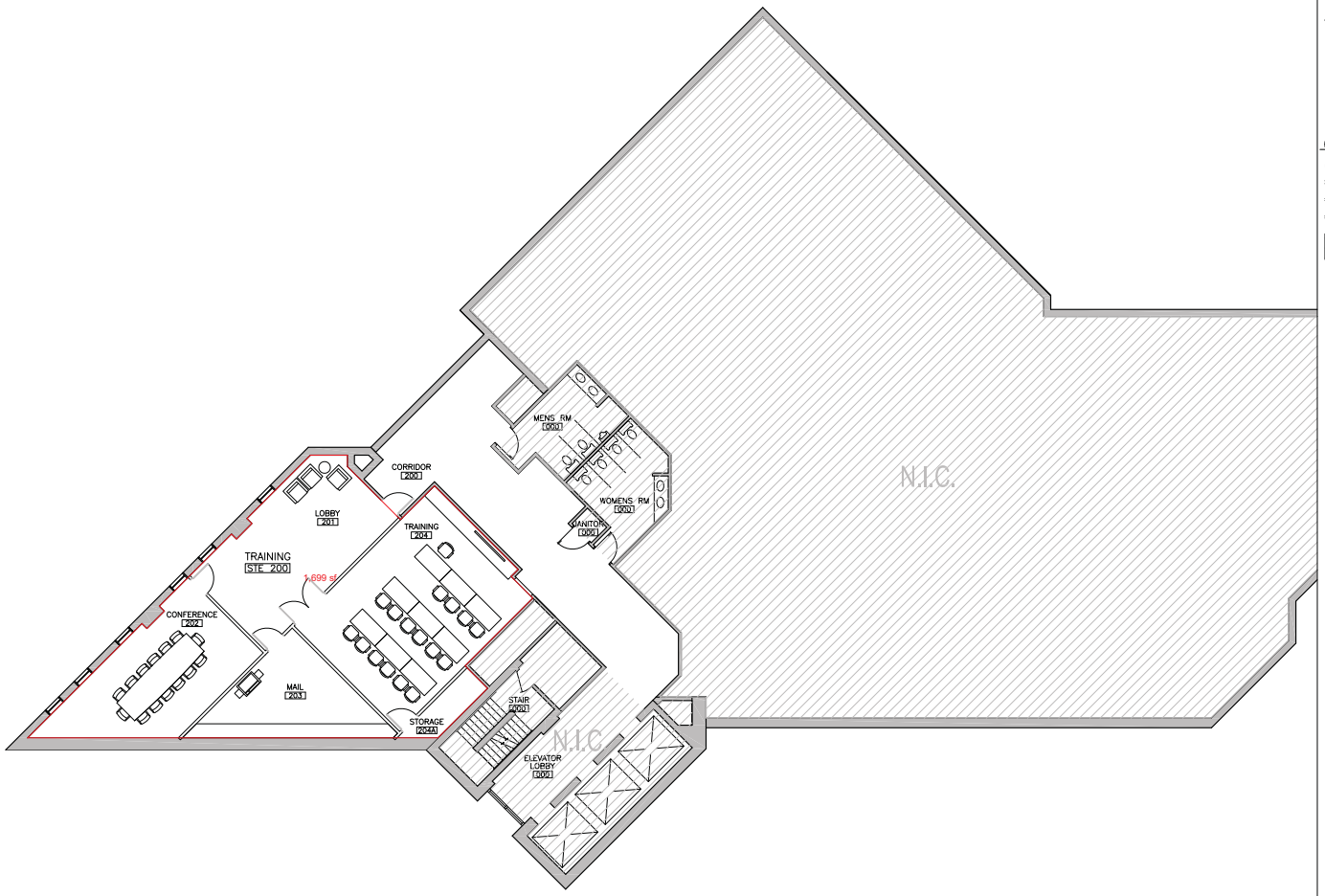
WITNESS:

_____ _____
(Signature of Witness) Date

_____
(Witness' name printed)

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Kristin M. Nuss, Senior Assistant Attorney General Date



TEST FIT – 2ND FLOOR

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

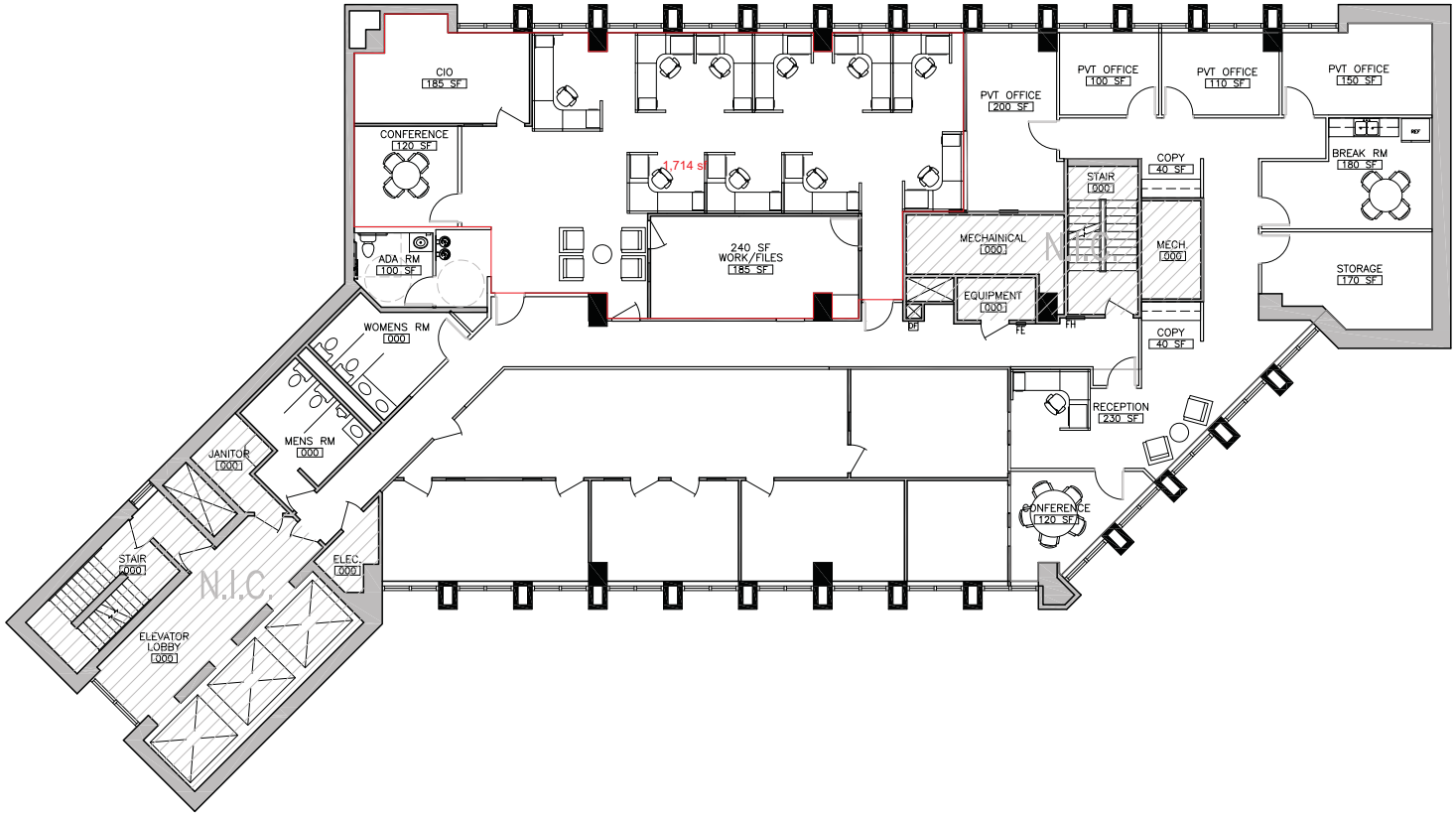
1. NOT USED

PARTITION SCHEDULE

- EXISTING PARTITION TO REMAIN
- NEW PARTITION
- EXISTING DEMOUNTABLE WALL
- EXISTING DIRRT WALL SYSTEM
- AREA N.I.C.

BOX STUDIOS
1761 EMERSON STREET
DENVER, CO 80218
303.864.1700
WWW.BXSTUDIOS.COM

NOT FOR



TEST FIT – 3RD FLOOR – TREASURER & AGENCY

SCALE: 1/8" = 1'-0"

GENERAL NO

1. NOT USED

SQUARE FOOTAGE

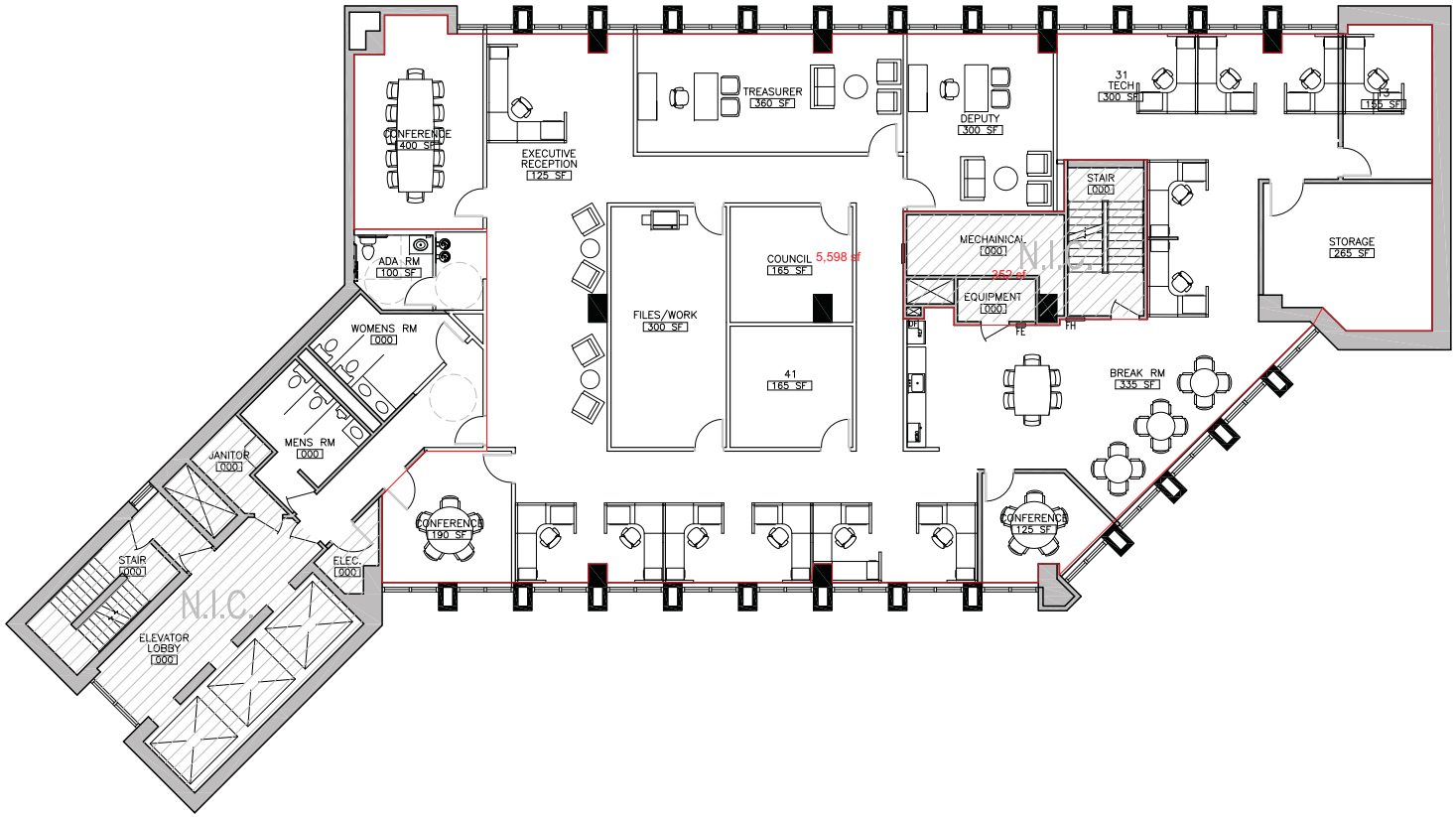
+/- XXXXX RSF

AI

PARTITION SCHEDULE

EXISTING PAR

NEW PARTITIO



TEST FIT – 4TH FLOOR – TREASURER – ENTRY

SCALE: 1/8" = 1'-0"

GENERAL NO

1. NOT USED

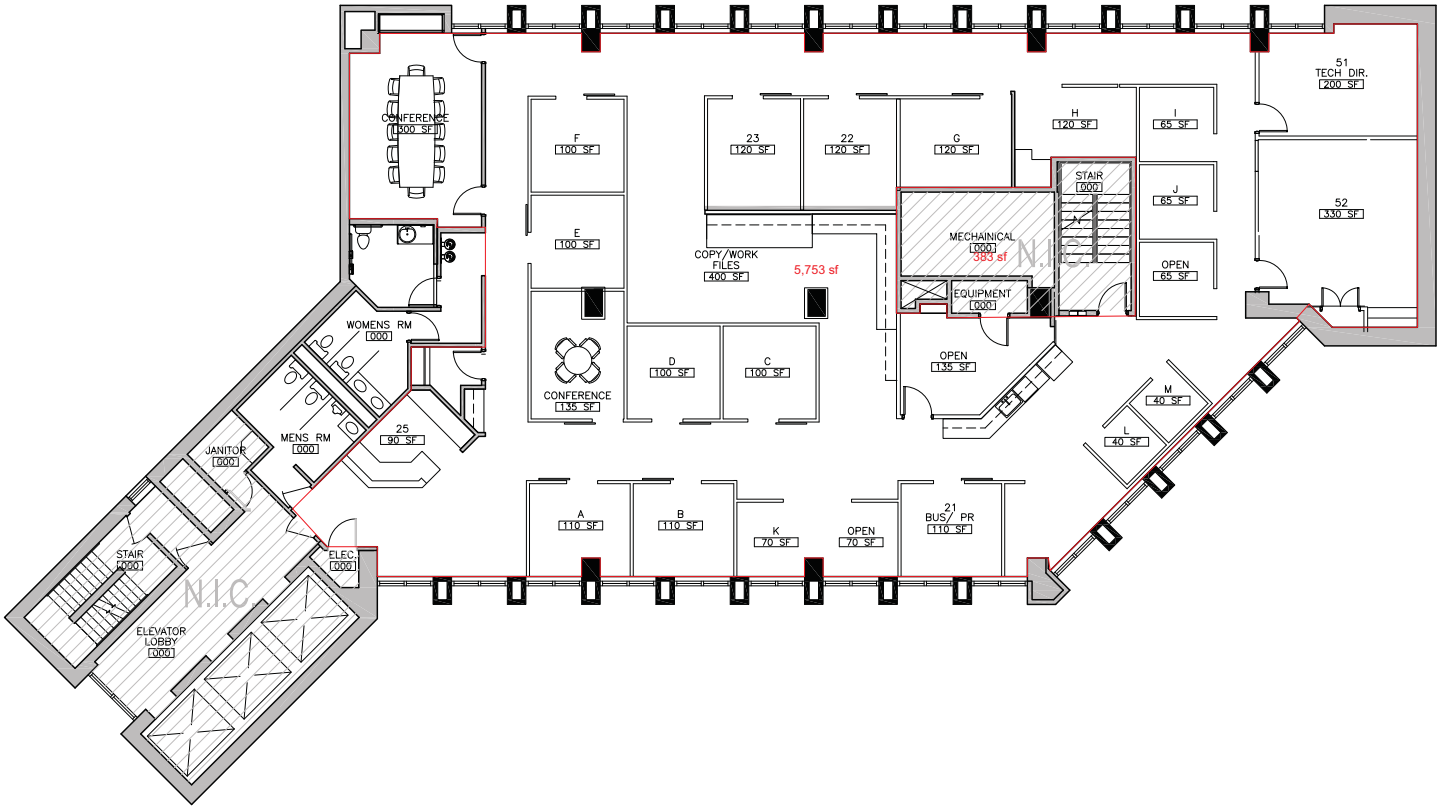
SQUARE FOOTAGE

+/- XXXXX RSF

PARTITION SCHEDULE

EXISTING PA

NEW PARTITIO



TEST FIT – 6TH FLOOR – SECRETARY OF STATE

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. NOT USED

SQUARE FOOTAGE

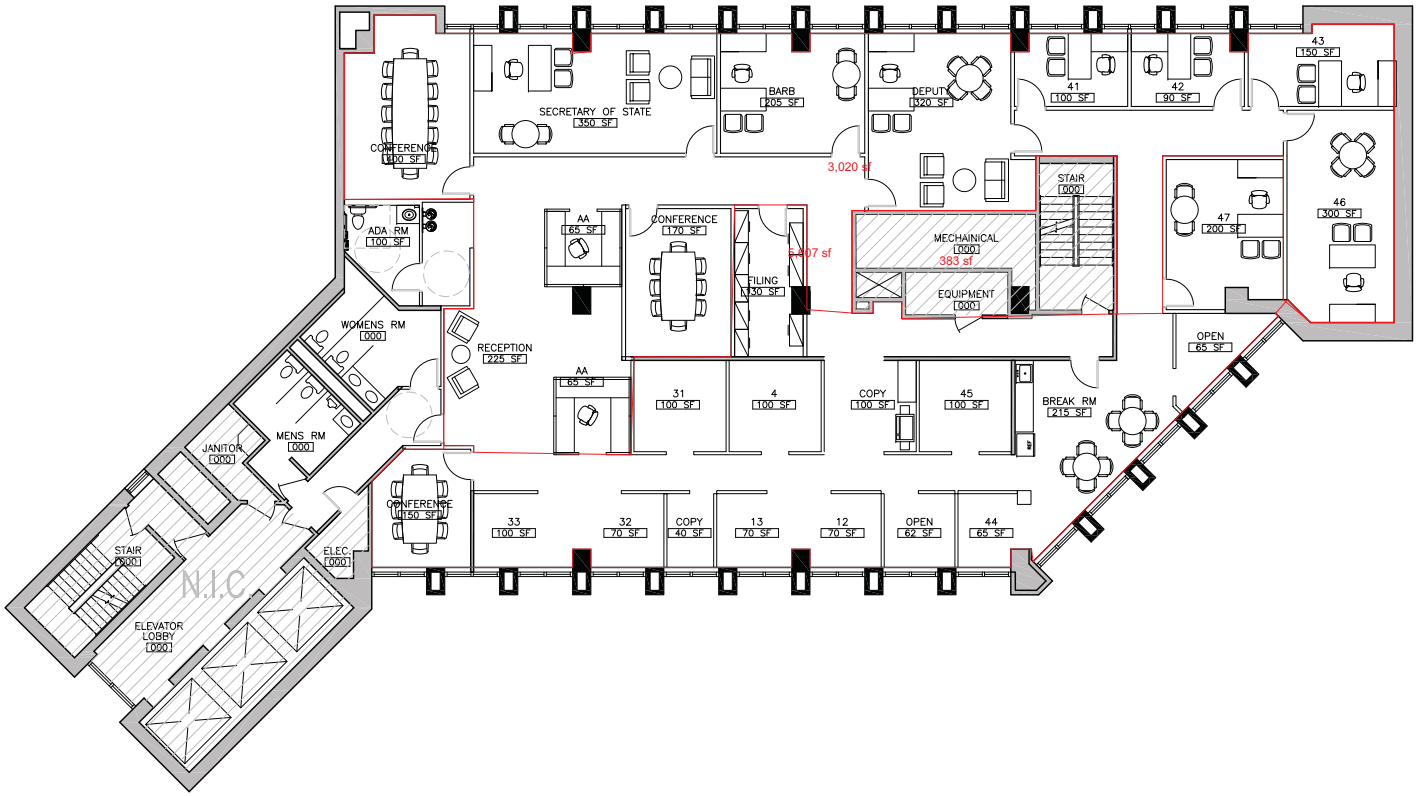
+/- XXXXX RSF

AREA N.I.C.

PARTITION SCHEDULE

EXISTING PARTITION TO

NEW PARTITION



TEST FIT – 7TH FLOOR – SECRETARY OF STATE – ENTRY

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. NOT USED

SQUARE FOOTAGE

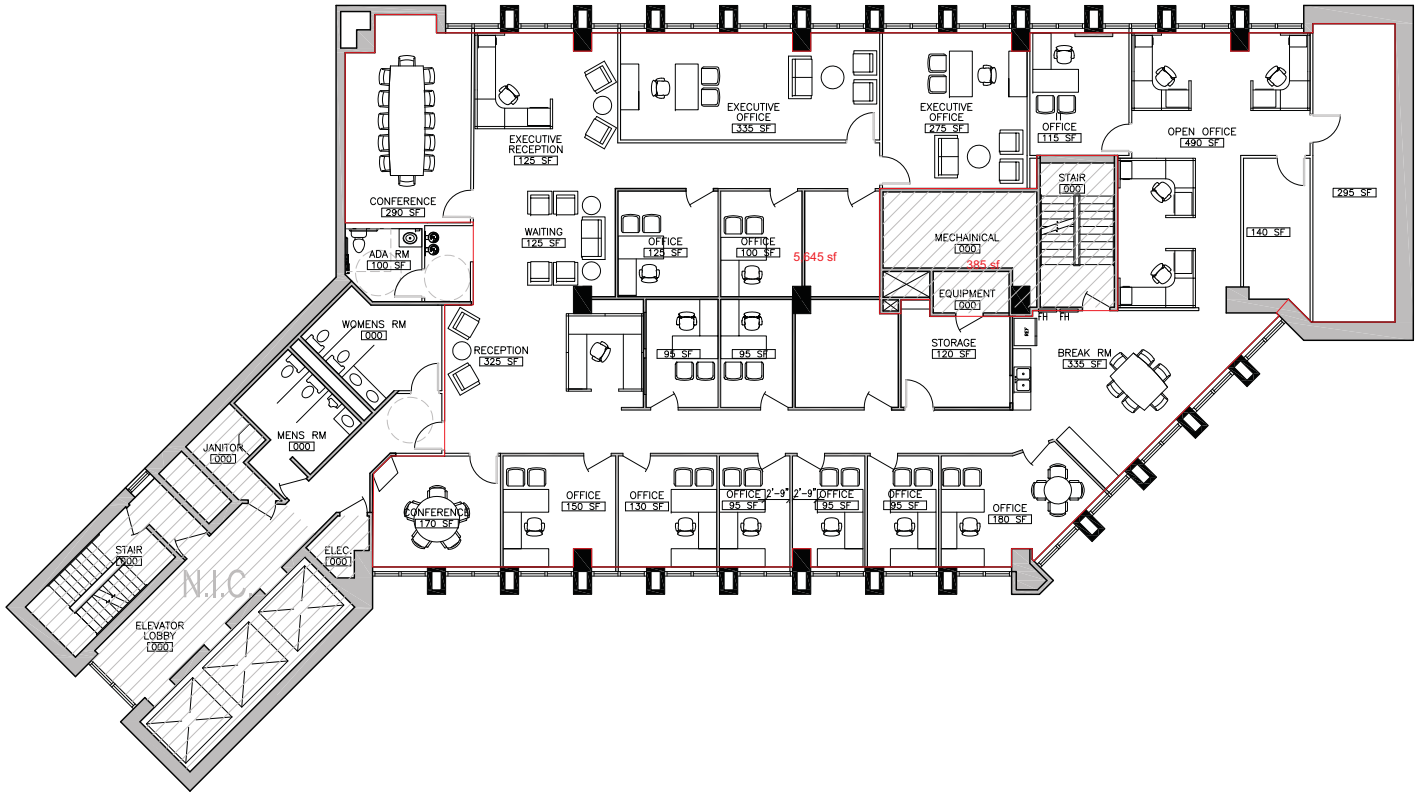
+/- XXXXX RSF

AREA N.I.C.

PARTITION SCHEDULE

EXISTING PARTITION TO REMAI

NEW PARTITION



TEST FIT – 8TH FLOOR – AUDITOR – ENTRY

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. NOT USED

SQUARE FOOTAGE

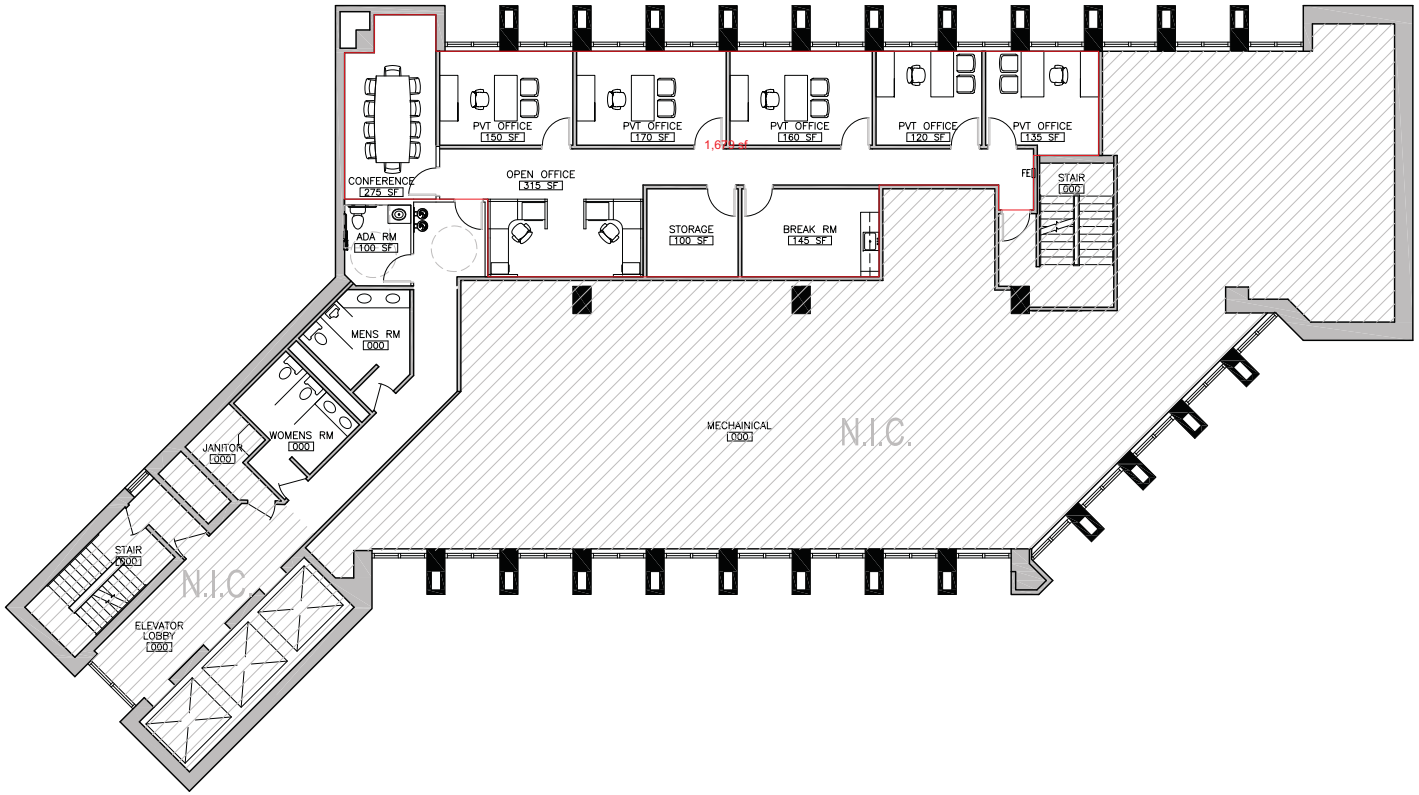
+/- XXXXX RSF

AREA N.I.C.

PARTITION SCHEDULE

EXISTING PARTITION TO REMAI

NEW PARTITION



TEST FIT – 9TH FLOOR – AUDITOR

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. NOT USED

SQUARE FOOTAGE

+/- XXXXX RSF

AREA N.I.C.

PARTITION SCHEDULE

EXISTING PARTITION TO REMAIN

NEW PARTITION

200 WEST 17TH STREET (DEQ)

Negotiations underway

Based upon lease form developed by AG and approved by Oversight Group for use at Jonah.

Lessor wants to finalize and sign this week.

37,563 square feet

$16.25 per square foot

3 year term, possible extensions of up to 2 additional years

Base lease cost = $1,831,196

Tenant Improvements (TI's) performed by Lessor

No cost to State

Based upon State design, standard commercial finish

Basement, part of 2nd floor that is available, 3rd floor already finished with standard commercial finish

4th floor currently completely unfinished with no elevator access or restrooms

Lessor will install elevator, restrooms and finish per State design to standard commercial finish

Estimated completion of Tenant Improvements by August 21, 2015

To be occupied by DEQ

Most of the space was recently vacated by Cheyenne Regional Medical Center

Expected move in September 1, 2015

REAL PROPERTY LEASE AGREEMENT NO. 8-09657 BETWEEN TERRELL INDUSTRIES, LLC AND STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, CONSTRUCTION MANAGEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Parties.** This Real Property Lease Agreement (Lease) is made between Terrell Industries, LLC (Lessor), whose address is: 390 Hollyberry Lane, Boulder, CO 80305, and the State of Wyoming, Department of Administration & Information, Construction Management (Tenant) whose address is: 700 West 21st Street, Cheyenne, Wyoming 82002.

A. Lessor's contact information is:
Gale Anderson
3124 Old Faithful Road
Cheyenne, WY 82001
(307) 638-7232

B. Tenant's contact information is:

Department of Administration and Information
Construction Management
700 West 21st Street
Cheyenne, WY 82002
307-777-7769

C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing at the addresses noted above.

2. **Premises.**

Lessor desires to lease to Tenant, and Tenant desires to lease from Lessor the following described real property (Premises):

Approximately 37,563 square feet of office space located at 200 W. 17th Street, Cheyenne, WY 82001, more particularly described below, plus full use of all adjacent parking and outbuildings, sanitary disposal facilities and other appurtenances located on the Premises. A full legal description of the building and site upon which the leased Premises is located is:

CITY OF CHEYENNE, E 25' 3" OF LOT 7, LOT 8, BLOCK 355

Lessor and Tenant agree that the final, total square footage to be leased by Tenant is subject to revision depending upon final Tenant Improvement decisions and security needs. In the event the total leased square footage is adjusted from the 37,563 square feet noted above, the

final and total leased square footage will be added to or deducted from this Lease by amendment and the total base rent noted in paragraph 5, below, will be adjusted based upon a square footage rent calculation at $16.25 per square foot per year.

Calculation of the initially contemplated square footage of the leased Premises is based upon the following:

Area of Building	Useable Sq. Ft.	Rentable Sq. Ft.
Garden Level	8,287	11,900
Second Level	4,955	6,070
Third Level	9,195	11,900
Fourth Level	6,280	7,693
Adjusted Total Space	**28,717**	**37,563**

A visual depiction of the building and site is attached as Attachment "A" and a floorplan of the leased Premises is attached as Attachment "B".

3. Purpose of Lease.

A. Lessor is the sole owner of the Premises described above, and desires to lease the Premises to Tenant for use by the State of Wyoming as a time-limited, temporary facility for Wyoming state agencies, together with their staff and functions.

B. Tenant desires to lease a portion of the Premises for conducting state executive branch and other government business.

C. For consideration, Lessor leases to Tenant the Premises in accordance with the terms of this Lease.

4. Term of Lease.

A. Lessor leases the above Premises for a single term of three (3) years, commencing September 1, 2015, and terminating August 31, 2018 or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, approved by the Governor or his designee. The effective date of this Lease shall be the date of the last signature, and the Lease shall commence on the date of the last signature or on the date specified in the Term of Lease provision, whichever is later.

B. Tenant shall have an unrestricted option to extend this Lease under the same terms and conditions set forth herein for two (2), three (3) month terms with three (3) months prior written notice.

C. In the event Tenant needs to continue to use the Premises past the Term set forth herein, Lessor agrees to extend this Lease for one (1) additional year beyond the terms noted above upon the same terms and conditions set forth herein. In the event Tenant needs to continue to use the Premises past the one year extended term, Lessor agrees to extend this Lease for another additional year with an increase in base rent of three percent (3%).

D. Subject to progress of Tenant Improvements noted in paragraph 6, below, and to the needs of Tenant, Tenant shall have the ability to occupy portions of the leased Premises in advance of the commencement date of this Lease. In the event of early occupancy for these purposes, all provisions of this Lease shall apply as if the formal term of the Lease had commenced except that identification of the early occupancy portions of the Premises and their respective square footages shall be added to this Lease by amendment and an early occupancy monthly rental payment shall be calculated based upon the annual rate of $16.25 per square foot.

E. From the date of final execution of this Lease, Tenant is granted to right to "opt-out" of, and terminate the Lease. If this right is exercised, Tenant shall pay for all Tenant Improvements performed through the date of notice of the "opt-out", and shall pay for the cost of any construction or design services which are necessary to bring Tenant Improvements to an end.

5. **Rent Payment.** The annual rent to be paid by Tenant to Lessor shall be six hundred ten thousand, three hundred ninety-eight 75/100 dollars ($610,398.75) which shall be paid prior to commencement of this Lease and thereafter on or before the first (1st) day of each succeeding September. The total amount of rent paid under this Lease shall not exceed one million eight hundred thirty-one thousand, one hundred ninety-six 25/100 dollars ($1,831,196.25) unless the Lease is extended according to the terms set forth herein. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

6. **Tenant Improvements.**

A. Lessor agrees to perform and bear the cost of Tenant Improvements (TIs) to the Premises, in advance of the commencement of this Lease, as described herein.

B. Tenant Improvements are necessary for the Premises to function as a time-limited, temporary facility for Wyoming state agencies, their staff and functions. Tenant Improvements in accordance with the terms set forth herein are a term of essence of this Lease. Failure of Lessor to install and maintain Tenant Improvements in accordance with the terms of this Lease allow the Tenant to immediately terminate this Lease without further financial obligation to the Tenant and subject the Lessor to all remedies available to the Tenant for damages under Wyoming law, including consequential damages.

C. Lessor agrees to perform Tenant Improvements in accordance with design requirements provided by Tenant to Lessor. In general, Tenant will require Tenant

Improvements to be performed in a workmanlike, quality manner which delivers standard grade commercial finish tenant space to Tenant for its use during the term of the Lease. Standard grade commercial finish, for the purposes of this Lease, means finish of a like kind and quality to that found in the building on the date of execution of this Lease.

D. Tenant Improvements shall only occur for purposes of Tenant's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the leased Premises are located. TIs are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code, and all such improvements to the property to comply with applicable building codes, the ADA, or to otherwise make the building and property useable for the purposes of this Lease, are the responsibility of Lessor and shall be completed in advance of the commencement of this Lease.

E. Lessor and Tenant agree that the build-out of the TI's will require supplemental documents, often characterized as Construction Directives, to further define the phases of TI design and construction, the scope of those phases and the costs of those phases. Lessor and Tenant agree to negotiate in good faith to develop those supplemental documents with an eye toward moving the TI aspect along as rapidly as possible.

7. <u>Exclusive Use</u>.

A. Tenant shall have exclusive use of the leased Premises during the term of the Lease. Lessor shall provide appropriate locking doors and other security measures in order to assure the security of Wyoming state officials and others using the Premises during the term of the Lease.

B. Lessor shall not allow any other uses of the leased Premises or other areas of the facility for any purposes which are inconsistent with the purposes of this Lease or the security needs of the Tenant during the term of this Lease.

C. Lessor acknowledges that Tenant has unique needs regarding use of the Premises for critical activities of state government. Lessor further acknowledges that Tenant has unique security needs for its use of the Premises. Tenant's unique needs arise from use of the Premises for these critical activities but also from the needs and risks presented by the Premises being used as the effective seat of government, including public demonstrations, potential acts of violence or terrorism. Lessor covenants and warrants that Tenant has exclusive use of the Premises for all of these purposes and that Lessor has obtained appropriate insurance coverage for the potential risks involved.

D. Tenant agrees that any public protests which occur near the building or site must be confined to the sidewalks of the site.

8. <u>Responsibilities of Lessor</u>.

A. Tenant Improvements. Lessor shall perform Tenant Improvements as described above.

B. Parking. Lessor shall provide parking on a first come first served basis at the City parking structure near the property. Lessor shall ensure that a minimum of one hundred fifty (150) parking spaces exist for Tenant's use. Lessor shall coordinate with the City to provide one (1) designated handicapped parking spot (not van-accessible) on the street near the property.

C. Quiet Enjoyment. Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Tenant. Tenant's quiet enjoyment of the Premises shall be at all times of the day and on all days of the year during the term of the Lease. Tenant's use of the Premises shall be for critical functions of state government, including use by the public for demonstrations and other public events.

D. Taxes. Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Premises.

E. Janitorial. Subject to approval of Tenant, Lessor will provide janitorial services that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition. All cleaning supplies, to include soap, waxes, disinfectants and trash can liners are to be provided by Lessor. Expendable restroom supplies are to include toilet paper, paper towels and hand soap and are to be provided by the Lessor. Snow removal is to be provided by Lessor. Heating, cooling, light bulbs, carpet cleaning and all maintenance shall be provided by Lessor. Tenant shall have an unrestricted option to assume responsibility for janitorial services as described in this paragraph if, in Tenant's opinion, such is necessary for security or other reasons. In the event of exercise of this option, a commensurate reduction in the base rent shall be negotiated.

F. Utilities. All applications and connections for necessary utility services on the Premises, with the exception of telephone, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, snow removal and garbage removal. Lessor is obligated to provide all noted utilities at all times throughout the term of the Lease and in such quantities and quality as will appropriately provide for the needs of Tenant to conduct governmental functions on and within the Premises. Tenant will provide and install its own broadband and wireless internet services in the Premises.

G. Security. Tenant shall use the facility for critical functions of state government and requires special security provisions to protect those who use and attend functions in and about the building and site. State security personnel shall be provided reasonable access to the Premises for security reasons and emergencies. Local police shall also be provided this same access. Access is not limited to the actual leased portions of the Premises, but shall include all aspects of the building and site as determined necessary by state security personnel or local police while being mindful of the rights of quiet enjoyment of leased premises held by the other tenants of the building.

H. Representations. Lessor covenants and warrants that it is the sole owner of the Premises and has full authority to enter into this Lease. Lessor further covenants and warrants that no encumbrances exist on the Premises which could affect Tenant's use of the Premises. Lessor also covenants and warrants that it has consulted with and advised the other tenants of the building of the terms of this Lease and the needs of the State of Wyoming as a tenant in the building.

9. Responsibilities of Tenant.

A. Access to Premises. Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.

B. Non-assignment. Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others.

C. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, or on the last day of any extended term, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except moveable trade fixtures, all in good condition and repair. Tenant shall remove any unique seals, emblems, historical plaques, signs and the like that it installed in the Premises and restore any damage caused by such items to like condition of the remainder of the Premises.

10. Special Provisions.

A. Alterations, Additions and Improvements.

(i) In addition to the Tenant Improvements noted above, Tenant may, with the Lessor's prior written approval and at Tenant's own expense, at any time during the Lease term, make alterations, additions, or improvements in and to the Premises. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.

(ii) All alterations, additions, and improvements on or in the Premises at the commencement of the term or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.

B. Condition of Premises.

(i) Tenant: Tenant has examined and knows the condition of the Premises to be leased.

(ii) Lessor: Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and substantial defects to Tenant. In the event Lessor fails to disclose any known contamination or hazardous conditions or substantial defects, Tenant may immediately terminate this Lease.

C. Destruction of Premises.

(i) Partial to Substantial Destruction. In the event of partial destruction of the Premises, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Tenant. If the Premises are damaged by fire or other casualty which, in the opinion of Tenant, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Tenant. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Tenant.

(a) Repair. Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

(1) Damage to be repaired by either Lessor or Tenant;

(2) Damage that will not be repaired; and

(3) The dates by which either Lessor or Tenant shall complete repairs.

(b) Failure to Repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Tenant and Lessor, this Lease may be terminated by either party.

(ii) Total Destruction. In the event of destruction of the Premises to such an extent that Tenant, in the opinion of Tenant, can no longer use the Premises, Tenant shall be entitled to terminate this Lease without any further financial obligation to Lessor.

(iii) Potential Causes of Destruction. Lessor acknowledges that Tenant's use of the Premises for critical functions of state government carries risks above and beyond those normally associated with leases of commercial office space,

including, but not limited to, damage by crowds, acts of civil disobedience, acts of violence and acts of terrorism.

D. Insurance.

(i) Lessor: During the term of this Lease, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire in the minimum amounts noted below. Tenant shall be named as an "additional insured" on all policies of insurance carried by Lessor and related to the Premises unless waived by Tenant. Lessor acknowledges the risks involved in leasing to Tenant as described in this Lease and agrees to carry insurance coverage which protects the Premises and Tenant from those potential activities. No exclusions to insurance coverage are permitted without the express written consent of Tenant, including exclusions for negligent acts or omissions of the Tenant or its agents or employees.

(a) Commercial General Liability Insurance. Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) Workers' Compensation and Employer's Liability Insurance. The Lessor shall provide proof of workers' compensation coverage for all its employees who are to work on the Premises described in this Lease. Lessor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate. Non-Wyoming Lessor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than Five Hundred Thousand Dollars ($500,000) per employee for each accident and disease.

(c) Unemployment Insurance. The Lessor shall be duly registered with the Department of Workforce Services, Unemployment Insurance Division.

(d) Payment of Premiums and Notice of Revocation. All required coverages under this Lease shall be in effect for the duration of this Lease. All policies shall be primary and not contributory. Lessor shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Tenant of any cancellation or non renewal of any coverage required under this Lease.

(ii) Tenant: During the term of this Lease and for any further time that the Tenant shall hold the Premises, Tenant shall provide coverage through its commercial insurance program for personal property kept at the Premises. To the extent allowable under the Governmental Claims Act, the Tenant shall be self-insured for liability through the State Self Insurance Program (SSIP).

(iii) Intent of Insurance Coverage Provisions: It is the intent of Lessor and Tenant that Lessor shall obtain and maintain insurance coverage on the building and site which is in sufficient amounts to insure the full fair market value of the building including the value of the TI's performed by the Tenant. Lessor agrees to provide this level of insurance coverage.

E. Repairs.

(i) Lessor: Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the Premises. Lessor shall also keep in good repair all of the Premises' operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

(ii) Tenant: Tenant shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

F. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.

G. Time is of the Essence. Time is of the essence in all provisions of this Lease.

11. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

B. Americans with Disabilities Act and Nondiscrimination. Lessor shall be responsible for the Premises' compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq. In connection with this Lease, the Lessor and Tenant shall assure that no person is discriminated against on the basis of sex, race, religion, national origin or disability.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of

Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Lease Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party.

E. Availability of Funds. Each payment obligation of the Tenant is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Tenant at the end of the period for which the funds are available. Tenant shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Tenant in the event this provision is exercised, and Tenant shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be construed to permit Tenant to terminate this Lease to acquire a similar rental from another party.

F. Entirety of Lease. This Lease, consisting of twelve (12) pages, constitutes the entire Lease Agreement between the parties and supersedes all prior negotiations, representations or contracts, either written or oral.

G. Indemnification. The Lessor shall release, indemnify, and hold harmless the State, the Tenant, and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

H. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

I. Sovereign Immunity. The State of Wyoming and Tenant do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

J. Termination. In addition to any other cause provided herein, whereby this Lease may be terminated, Tenant may terminate this Lease upon ninety (90) days written notice

of termination. In the event that Tenant should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be refunded to Tenant. Occupation of the Premises by Tenant for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.

K. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

L. Unlawful or Ultrahazardous Activity. Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all state and federal laws, rules and regulations, and with all city ordinances.

M. Waiver. The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.

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12. <u>Signatures</u>. The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The effective date of this Lease is the date of the signature last affixed to this page.

TENANT:
State of Wyoming, Department of Administration & Information, Construction Management, for itself and on behalf of the Governor of the State of Wyoming.

_____ _____
Mel Muldrow, Administrator Date

_____ _____
Dean Fausset, Director Date

LESSOR:
Terrell Industries, LLC

_____ _____
David Hatch, Director Date

_____
Lessor's Tax Identification Number:

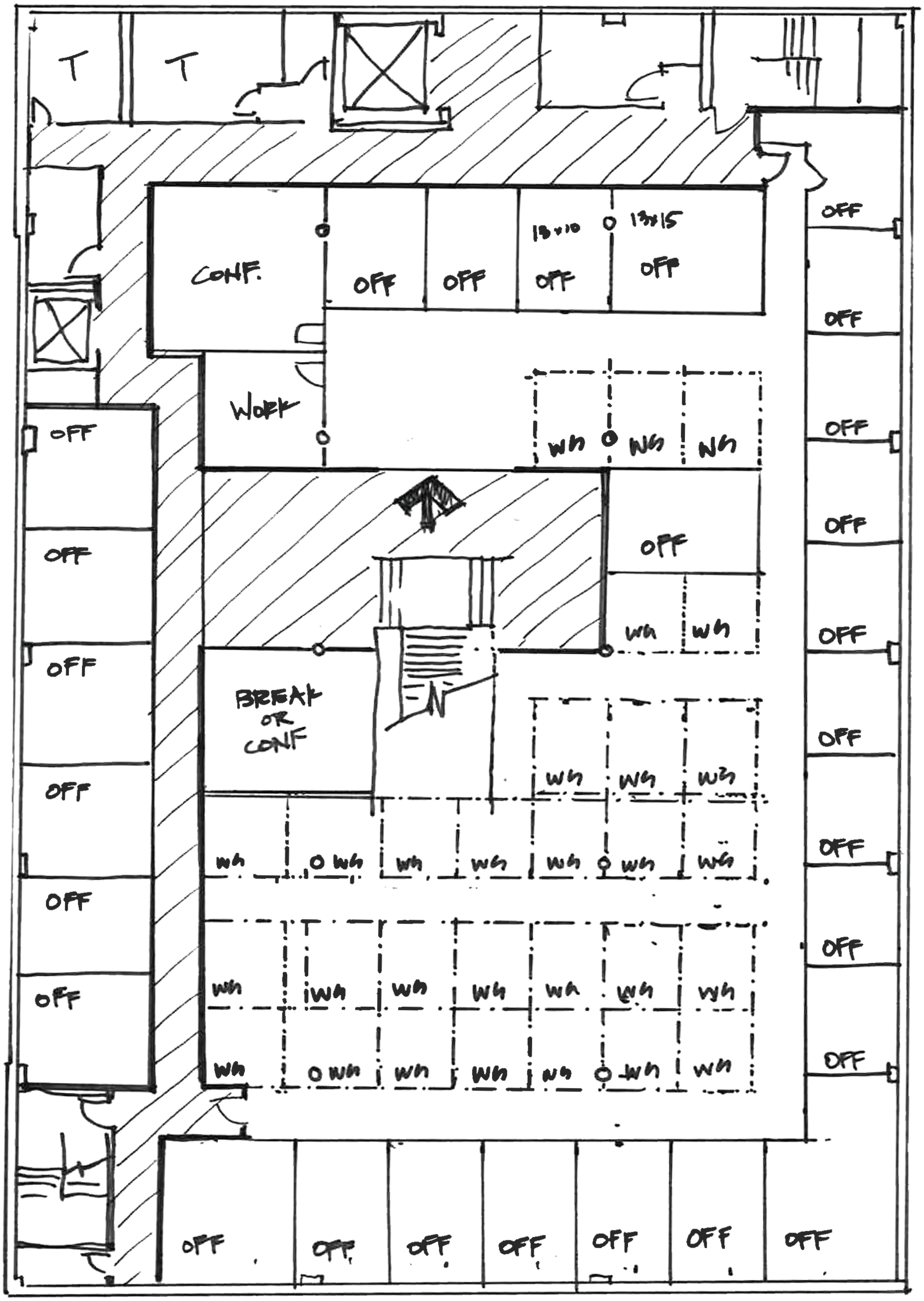
WITNESS:

_____ _____
(Signature of Witness) Date

_____
(Witness' name printed)

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Kristin M. Nuss, Senior Assistant Attorney General Date

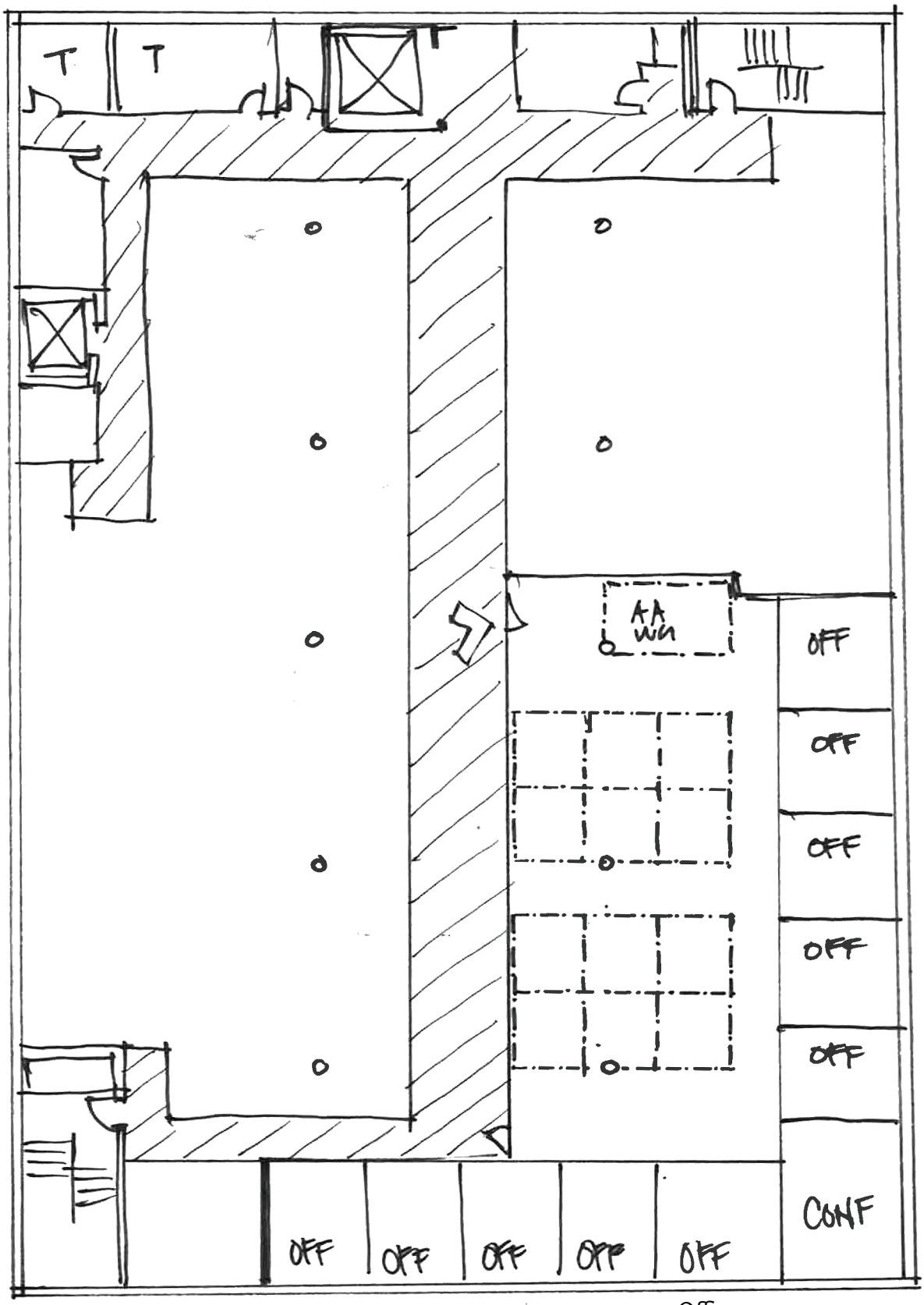


Offices: 27
Workstations: 29

200 W. 17th - Lower Level

N.T.S. 150116

Capitol Square
Rehabilitation and Restoration
State of Wyoming A&I Construction Management
HDR in association with PDP and PLAN ARCHITECTS



Offices: 10
Workstations: 12

200 W. 17th - Second Floor

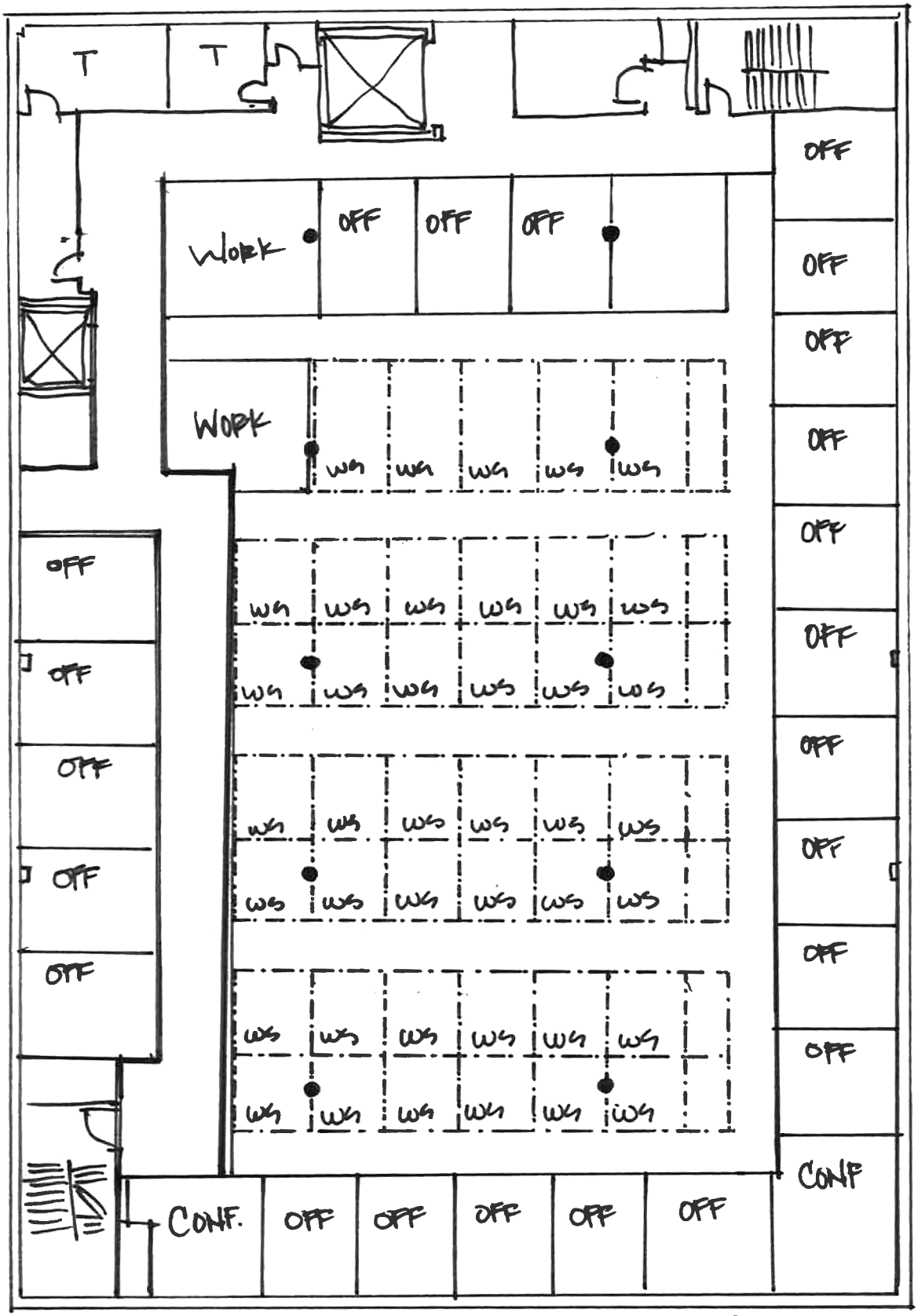
N.T.S. 150116

Capitol Square

Rehabilitation and Restoration

State of Wyoming A&I Construction Management

HDR in association with PDP and PLAN ARCHITECTS



Offices: 24
Workstations: 41

200 W. 17th - Third Floor

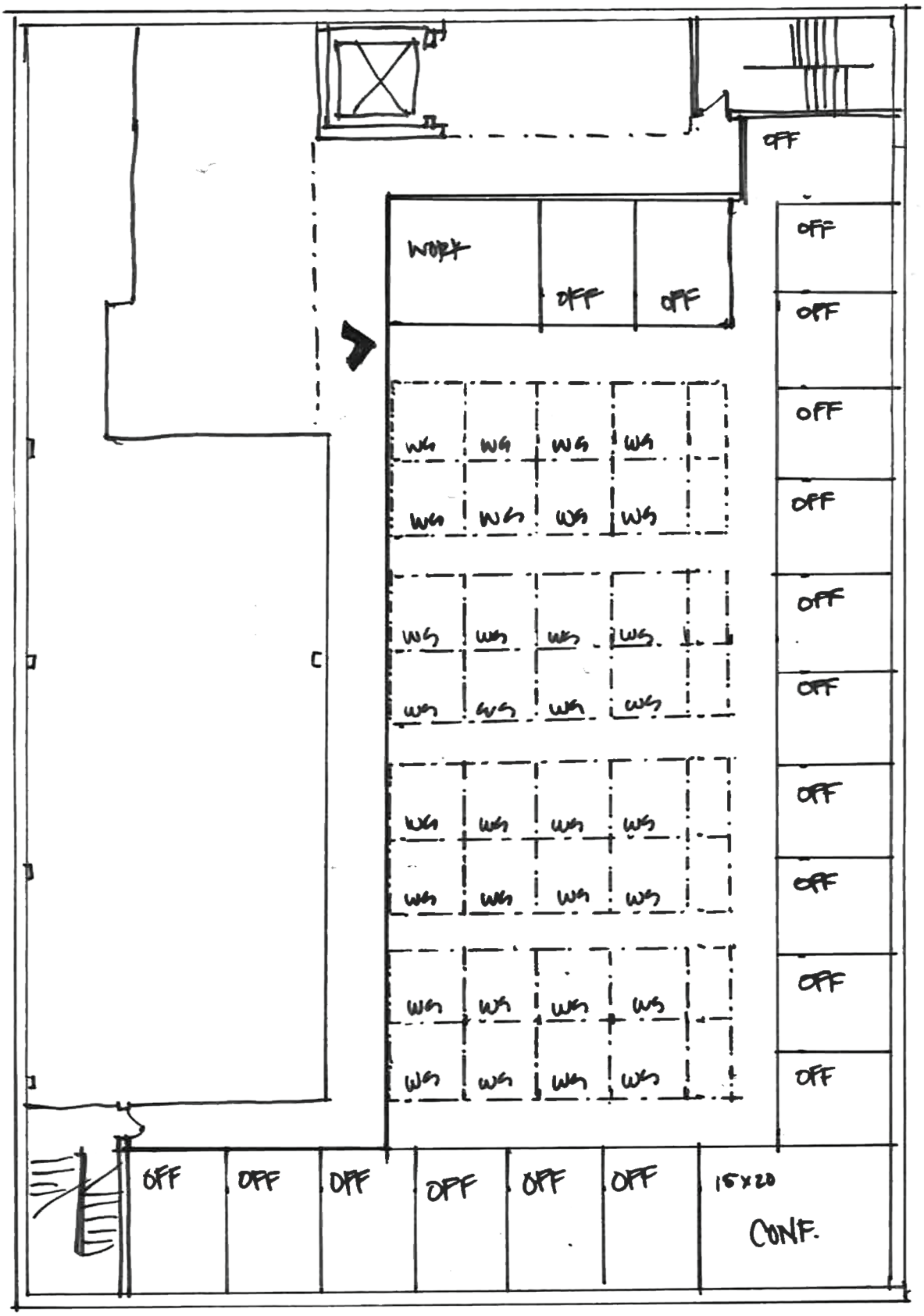
N.T.S. 150116

Capitol Square

Rehabilitation and Restoration

State of Wyoming A&I Construction Management

HDR in association with PDP and PLAN ARCHITECTS



Offices: 19
Workstations: 32

200 W. 17th - Fourth Floor

N.T.S. 150116

Capitol Square
Rehabilitation and Restoration
State of Wyoming A&I Construction Management
HDR in association with PDP and PLAN ARCHITECTS

614 SOUTH GREELEY HIGHWAY (Workforce Services)

About to begin negotiations

Based upon lease form developed by AG and approved by Oversight Group for use at Jonah.

Lessor understands lease will be same format as the leases being executed

11,298 square feet

$15.00 per square foot

3 year term, possible extensions of up to 2 additional years

Base lease cost = $508,410

Tenant Improvements (TI's) performed by Lessor

No cost to State

Based upon State design, standard commercial finish

Estimated completion of Tenant Improvements by August 21, 2015

To be occupied by Workforce Services

Space is adjacent to space previously leased by State Library and Game and Fish

Expected move in September 1, 2015

REAL PROPERTY LEASE AGREEMENT NO. 8-09660 BETWEEN MAURICE W. BROWN SHOPPING CENTER, LLC AND STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, CONSTRUCTION MANAGEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Parties.** This Real Property Lease Agreement (Lease) is made between Maurice W. Brown Shopping Center, LLC (Lessor), whose address is: 614 S. Greeley Hwy, Cheyenne, WY 82007, and the State of Wyoming, Department of Administration & Information, Construction Management (Tenant) whose address is: 700 West 21st Street, Cheyenne, Wyoming 82002.

A. Lessor's contact information is:
Robert T. McCue
516 S. Greeley Hwy
Cheyenne, WY 82007
307-634-8605

B. Tenant's contact information is:

Department of Administration and Information
Construction Management
700 West 21st Street
Cheyenne, WY 82002
307-777-7769

C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing at the addresses noted above.

2. **Premises.**

Lessor desires to lease to Tenant, and Tenant desires to lease from Lessor the following described real property (Premises):

Approximately 11,298 square feet of office space located at 614 S. Greeley Hwy, Cheyenne, WY 82007, more particularly described below, plus full use of all adjacent parking and outbuildings, sanitary disposal facilities and other appurtenances located on the Premises. A full legal description of the building and site upon which the leased Premises is located is:

ALLISON TRACTS: SOUTH 1/2 TRACT 19, LARAMIE COUNTY, WYOMING

Lessor and Tenant agree that the final, total square footage to be leased by Tenant is subject to revision depending upon final Tenant Improvement decisions and security needs. In

the event the total leased square footage is adjusted from the 11,298 square feet noted above, the final and total leased square footage will be added to or deducted from this Lease by amendment and the total base rent noted in paragraph 5, below, will be adjusted based upon a square footage rent calculation at $15.00 per square foot per year.

Calculation of the initially contemplated square footage of the leased Premises is based upon the following:

Area of Building	Rentable Sq. Ft.
Single Floor, Total Space	11,298

A visual depiction of the building and site is attached as Attachment "A" and a floorplan of the leased Premises is attached as Attachment "B".

3. Purpose of Lease.

A. Lessor is the sole owner of the Premises described above, and desires to lease the Premises to Tenant for use by the State of Wyoming as a time-limited, temporary facility for Wyoming state agencies, together with their staff and functions.

B. Tenant desires to lease a portion of the Premises for conducting state executive branch and other government business.

C. For consideration, Lessor leases to Tenant the Premises in accordance with the terms of this Lease.

4. Term of Lease.

A. Lessor leases the above Premises for a single term of three (3) years, commencing September 1, 2015, and terminating August 31, 2018 or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, approved by the Governor or his designee. The effective date of this Lease shall be the date of the last signature, and the Lease shall commence on the date of the last signature or on the date specified in the Term of Lease provision, whichever is later.

B. Tenant shall have an unrestricted option to extend this Lease under the same terms and conditions set forth herein for two (2), three (3) month terms with three (3) months prior written notice.

C. In the event Tenant needs to continue to use the Premises past the Term set forth herein, Lessor agrees to extend this Lease for one (1) additional year beyond the terms noted above upon the same terms and conditions set forth herein. In the event Tenant needs to continue to use the Premises past the one year extended term, Lessor agrees to

extend this Lease for another additional year with an increase in base rent of three percent (3%).

D. Subject to progress of Tenant Improvements noted in paragraph 6, below, and to the needs of Tenant, Tenant shall have the ability to occupy portions of the leased Premises in advance of the commencement date of this Lease. In the event of early occupancy for these purposes, all provisions of this Lease shall apply as if the formal term of the Lease had commenced except that identification of the early occupancy portions of the Premises and their respective square footages shall be added to this Lease by amendment and an early occupancy monthly rental payment shall be calculated based upon the annual rate of $15.00 per square foot.

E. From the date of final execution of this Lease, Tenant is granted to right to "opt-out" of, and terminate the Lease. If this right is exercised, Tenant shall pay for all Tenant Improvements performed through the date of notice of the "opt-out", and shall pay for the cost of any construction or design services which are necessary to bring Tenant Improvements to an end.

5. **Rent Payment.** The annual rent to be paid by Tenant to Lessor shall be one hundred sixty-nine thousand, four hundred seventy dollars ($169,470) which shall be paid prior to commencement of this Lease and thereafter on or before the first (1st) day of each succeeding September. The total amount of rent paid under this Lease shall not exceed five hundred eight thousand, four hundred ten dollars ($508,410.00) unless the Lease is extended according to the terms set forth herein. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

6. **Tenant Improvements.**

A. Lessor agrees to perform and bear the cost of Tenant Improvements (TIs) to the Premises, in advance of the commencement of this Lease, as described herein.

B. Tenant Improvements are necessary for the Premises to function as a time-limited, temporary facility for Wyoming state agencies, their staff and functions. Tenant Improvements in accordance with the terms set forth herein are a term of essence of this Lease. Failure of Lessor to install and maintain Tenant Improvements in accordance with the terms of this Lease allow the Tenant to immediately terminate this Lease without further financial obligation to the Tenant and subject the Lessor to all remedies available to the Tenant for damages under Wyoming law, including consequential damages.

C. Lessor agrees to perform Tenant Improvements in accordance with design requirements provided by Tenant to Lessor. In general, Tenant will require Tenant Improvements to be performed in a workmanlike, quality manner which delivers standard grade commercial finish tenant space to Tenant for its use during the term of the Lease. Standard grade commercial finish, for the purposes of this Lease, means finish of a like kind and quality to that found in the building on the date of execution of this Lease.

D. Tenant Improvements shall only occur for purposes of Tenant's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the leased Premises are located. TIs are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code, and all such improvements to the property to comply with applicable building codes, the ADA, or to otherwise make the building and property useable for the purposes of this Lease, are the responsibility of Lessor and shall be completed in advance of the commencement of this Lease.

E. Lessor and Tenant agree that the build-out of the TI's will require supplemental documents, often characterized as Construction Directives, to further define the phases of TI design and construction, the scope of those phases and the costs of those phases. Lessor and Tenant agree to negotiate in good faith to develop those supplemental documents with an eye toward moving the TI aspect along as rapidly as possible.

7. <u>Exclusive Use</u>.

A. Tenant shall have exclusive use of the leased Premises during the term of the Lease. Lessor shall provide appropriate locking doors and other security measures in order to assure the security of Wyoming state officials and others using the Premises during the term of the Lease.

B. Lessor shall not allow any other uses of the leased Premises or other areas of the facility for any purposes which are inconsistent with the purposes of this Lease or the security needs of the Tenant during the term of this Lease.

C. Lessor acknowledges that Tenant has unique needs regarding use of the Premises for critical activities of state government. Lessor further acknowledges that Tenant has unique security needs for its use of the Premises. Tenant's unique needs arise from use of the Premises for these critical activities but also from the needs and risks presented by the Premises being used as the effective seat of government, including public demonstrations, potential acts of violence or terrorism. Lessor covenants and warrants that Tenant has exclusive use of the Premises for all of these purposes and that Lessor has obtained appropriate insurance coverage for the potential risks involved.

D. Tenant agrees that any public protests which occur near the building or site must be confined to the sidewalks of the site.

8. <u>Responsibilities of Lessor</u>.

A. Tenant Improvements. Lessor shall perform Tenant Improvements as described above.

B. Parking. Lessor shall provide parking on a first come first served basis on the property. Lessor shall ensure that a minimum of fifty (50) parking spaces and ten (10) visitor parking spaces exist for Tenant's use.

C. Quiet Enjoyment. Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Tenant. Tenant's quiet enjoyment of the Premises shall be at all times of the day and on all days of the year during the term of the Lease. Tenant's use of the Premises shall be for critical functions of state government, including use by the public for demonstrations and other public events.

D. Taxes. Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Premises.

E. Janitorial. Subject to approval of Tenant, Lessor will provide janitorial services that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition. All cleaning supplies, to include soap, waxes, disinfectants and trash can liners are to be provided by Lessor. Expendable restroom supplies are to include toilet paper, paper towels and hand soap and are to be provided by the Lessor. Snow removal is to be provided by Lessor. Heating, cooling, light bulbs, carpet cleaning and all maintenance shall be provided by Lessor. Tenant shall have an unrestricted option to assume responsibility for janitorial services as described in this paragraph if, in Tenant's opinion, such is necessary for security or other reasons. In the event of exercise of this option, a commensurate reduction in the base rent shall be negotiated.

F. Utilities. All applications and connections for necessary utility services on the Premises, with the exception of telephone, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, snow removal and garbage removal. Lessor is obligated to provide all noted utilities at all times throughout the term of the Lease and in such quantities and quality as will appropriately provide for the needs of Tenant to conduct governmental functions on and within the Premises. Tenant will provide and install its own broadband and wireless internet services in the Premises.

G. Security. Tenant shall use the facility for critical functions of state government and requires special security provisions to protect those who use and attend functions in and about the building and site. State security personnel shall be provided reasonable access to the Premises for security reasons and emergencies. Local police shall also be provided this same access. Access is not limited to the actual leased portions of the Premises, but shall include all aspects of the building and site as determined necessary by state security personnel or local police.

H. Representations. Lessor covenants and warrants that it is the sole owner of the Premises and has full authority to enter into this Lease. Lessor further covenants and warrants that no encumbrances exist on the Premises which could affect Tenant's use of the Premises.

9. <u>Responsibilities of Tenant.</u>

A. Access to Premises. Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.

B. Non-assignment. Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others.

C. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, or on the last day of any extended term, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except moveable trade fixtures, all in good condition and repair. Tenant shall remove any unique seals, emblems, historical plaques, signs and the like that it installed in the Premises and restore any damage caused by such items to like condition of the remainder of the Premises.

10. <u>Special Provisions</u>.

A. Alterations, Additions and Improvements.

(i) In addition to the Tenant Improvements noted above, Tenant may, with the Lessor's prior written approval and at Tenant's own expense, at any time during the Lease term, make alterations, additions, or improvements in and to the Premises. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.

(ii) All alterations, additions, and improvements on or in the Premises at the commencement of the term or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.

B. Condition of Premises.

(i) Tenant: Tenant has examined and knows the condition of the Premises to be leased.

(ii) Lessor: Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and substantial defects to Tenant. In the event Lessor fails to disclose any known contamination or hazardous conditions or substantial defects, Tenant may immediately terminate this Lease.

C. Destruction of Premises.

(i) Partial to Substantial Destruction. In the event of partial destruction of the Premises, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Tenant. If the Premises are damaged by fire or other casualty which, in the opinion of Tenant, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Tenant. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Tenant.

(a) Repair. Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

(1) Damage to be repaired by either Lessor or Tenant;

(2) Damage that will not be repaired; and

(3) The dates by which either Lessor or Tenant shall complete repairs.

(b) Failure to Repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Tenant and Lessor, this Lease may be terminated by either party.

(ii) Total Destruction. In the event of destruction of the Premises to such an extent that Tenant, in the opinion of Tenant, can no longer use the Premises, Tenant shall be entitled to terminate this Lease without any further financial obligation to Lessor.

(iii) Potential Causes of Destruction. Lessor acknowledges that Tenant's use of the Premises for critical functions of state government carries risks above and beyond those normally associated with leases of commercial office space, including, but not limited to, damage by crowds, acts of civil disobedience, acts of violence and acts of terrorism.

D. Insurance.

(i) Lessor: During the term of this Lease, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire in the minimum amounts noted below. Tenant shall be named as an "additional insured" on all policies of insurance carried by Lessor and related to the Premises unless waived by Tenant. Lessor

acknowledges the risks involved in leasing to Tenant as described in this Lease and agrees to carry insurance coverage which protects the Premises and Tenant from those potential activities. No exclusions to insurance coverage are permitted without the express written consent of Tenant, including exclusions for negligent acts or omissions of the Tenant or its agents or employees.

(a) Commercial General Liability Insurance. Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) Workers' Compensation and Employer's Liability Insurance. The Lessor shall provide proof of workers' compensation coverage for all its employees who are to work on the Premises described in this Lease. Lessor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate.

(c) Unemployment Insurance. The Lessor shall be duly registered with the Department of Workforce Services, Unemployment Insurance Division.

(d) Payment of Premiums and Notice of Revocation. All required coverages under this Lease shall be in effect for the duration of this Lease. All policies shall be primary and not contributory. Lessor shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Tenant of any cancellation or non renewal of any coverage required under this Lease.

(ii) Tenant: During the term of this Lease and for any further time that the Tenant shall hold the Premises, Tenant shall provide coverage through its commercial insurance program for personal property kept at the Premises. To the extent allowable under the Governmental Claims Act, the Tenant shall be self-insured for liability through the State Self Insurance Program (SSIP).

(iii) Intent of Insurance Coverage Provisions: It is the intent of Lessor and Tenant that Lessor shall obtain and maintain insurance coverage on the building and site which is in sufficient amounts to insure the full fair market value of the building including the value of the TI's performed by the Tenant. Lessor agrees to provide this level of insurance coverage.

E. Repairs.

(i) Lessor: Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the

Premises. Lessor shall also keep in good repair all of the Premises' operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

(ii) Tenant: Tenant shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

F. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.

G. Time is of the Essence. Time is of the essence in all provisions of this Lease.

11. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

B. Americans with Disabilities Act and Nondiscrimination. Lessor shall be responsible for the Premises' compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq. In connection with this Lease, the Lessor and Tenant shall assure that no person is discriminated against on the basis of sex, race, religion, national origin or disability.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Lease Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party.

E. Availability of Funds. Each payment obligation of the Tenant is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Tenant at the end of the period for which the funds are available. Tenant shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Tenant in the event this provision is exercised, and Tenant shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be construed to permit Tenant to terminate this Lease to acquire a similar rental from another party.

F. Entirety of Lease. This Lease, consisting of twelve (12) pages, constitutes the entire Lease Agreement between the parties and supersedes all prior negotiations, representations or contracts, either written or oral.

G. Indemnification. The Lessor shall release, indemnify, and hold harmless the State, the Tenant, and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

H. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

I. Sovereign Immunity. The State of Wyoming and Tenant do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

J. Termination. In addition to any other cause provided herein, whereby this Lease may be terminated, Tenant may terminate this Lease upon ninety (90) days written notice of termination. In the event that Tenant should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be refunded to Tenant. Occupation of the Premises by Tenant for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.

K. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

L. Unlawful or Ultrahazardous Activity. Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all state and federal laws, rules and regulations, and with all city ordinances.

M. Waiver. The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

12. <u>Signatures</u>. The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The effective date of this Lease is the date of the signature last affixed to this page.

TENANT:
State of Wyoming, Department of Administration & Information, Construction Management, for itself and on behalf of the Governor of the State of Wyoming.

_____ _____
Mel Muldrow, Administrator Date

_____ _____
Dean Fausset, Director Date

LESSOR:
Maurice W. Brown Shopping Center, LLC

_____ _____
Robert T. McCue Date

_____
Lessor's Tax Identification Number:

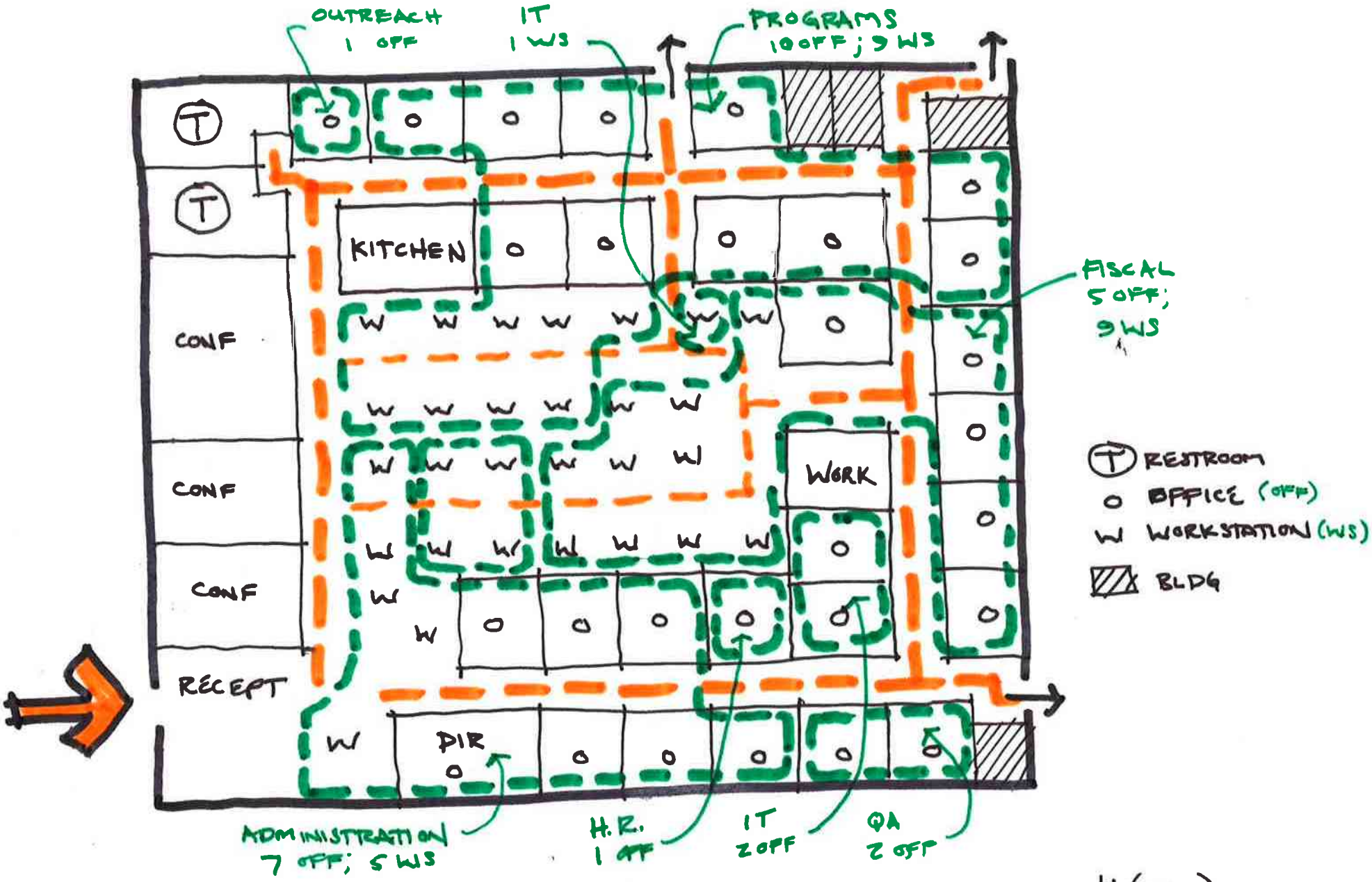
WITNESS:

_____ _____
(Signature of Witness) Date

_____
(Witness' name printed)

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Kristin M. Nuss, Senior Assistant Attorney General Date



WORKFORCE SERVICES - TEST FIT #1 (HDR)

14/12/12 TW TOWN & COUNTRY OFFICE (POUPPIRT) N.T.S.

N (VERIFY)

CAPITOL GRAY SANDSTONE

Only stone available to match the existing Capitol stone is at a single quarry south of Rawlins

Quarry is on land owned by Overland Trail Cattle Co., which has a lease agreement with Power Company of Wyoming for a 1000 turbine wind farm on the same lands.

Negotiated and executed license to provide surface access to the quarry.

Negotiated and obtained DEQ permit to quarry the stone.

Coordinated with JE Dunn to secure subcontractor to perform quarry work.

Stone is being provided at no cost to the State of Wyoming by Overland Trail Cattle Co.. Only cost will be actual quarrying and transportation costs.

Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.

Matthew H. Mead, Governor

Todd Parfitt, Director

February 27, 2015

Mr. Jeff Callinan
Vice President
JE Dunn Construction
Colorado Center – Tower One
2000 S. Colorado Blvd., Suite 12000
Denver, CO 80222

RE: Wyoming Capitol Renovation Exterior Stone

Dear Mr. Callinan,

The Land Quality Division has carefully reviewed your request of February 23, 2015 for a mine permit exemption for a minor quarry operation to be located south of Rawlins, Wyoming. The following key points were considered in our evaluation.

1. The sandstone that will be removed is for use in the restoration of the State Capitol building. The use is therefore considered a state government contract for a specific public project.
2. The quarry faces where the sandstone will be removed and will not require the removal of any topsoil or overburden.
3. The quarry has been disturbed previously for the removal of sandstone.
4. No excavation will be necessary for access to the sandstone. The sandstone is already exposed in areas where quarry operations were previously conducted.
5. The area to be impacted by the cutting of the sandstone is projected to be 0.2 acres and is therefore considered to be minor.
6. An additional 2 acres will be used for truck parking and for the loading of the sandstone blocks. This area will be located where the surface has been previously disturbed.
7. There is existing access to the site. Therefore no new road construction will be required.
8. Surface owner consent has been obtained and is demonstrated in the surface owner consent letter dated February 26, 2015.

Wyoming statutes in Article 4 Land Quality establish categories where the provisions of Article 4 shall not apply. Wyoming Statute § 35-11-401(e)(v) states:

(v) Other surface mining operations which the administrator determines to be of an infrequent nature and which involve only minor surface disturbances.

The information provided with your request clearly demonstrates that the operations will be of an infrequent nature and will involve only a minor surface disturbance. An exemption is hereby granted under W.S. § 35-11-401(e)(v) for the minor quarry operations described in your request.

This LQD Administrator's exemption is granted only for the periods of May 1, 2015 through December 31, 2015 and May 1, 2016 through July 31, 2016. If removal of sandstone is planned for days outside of these two approved time periods, a separate request must be made. Also, please note that LQD reserves the authority to inspect the sandstone removal operations to determine that the mining operations are consistent with the approach identified in your letter of request.

Sincerely,

Alan Edwards

Alan Edwards
Acting Administrator, Land Quality Division

Cc: Todd Parfitt
Michael O'Donnell
Suzanne Norton
Robin Jones

EXECUTION VERSION

QUARRY LICENSE AGREEMENT

This Quarry License Agreement (this "**License**") is made and entered into as of February 26, 2015 (the "**Effective Date**") between **THE OVERLAND TRAIL CATTLE COMPANY LLC**, a Delaware limited liability company, as "**Licensor**," whose address is P.O. Box 688, Saratoga, Wyoming 82331, and the Department of Administration, Construction Management Division, an agency of the **STATE OF WYOMING**, as "**Licensee**," whose address is 700 W. 21st St., Cheyenne, Wyoming 82002.

ARTICLE ONE - GRANT

1.1 By this License, Licensor grants and licenses to Licensee a non-exclusive right to extract, quarry, stockpile and remove up to 22,000 cubic feet of natural stone materials including, but not limited to exposed sandstone, sand rock, ledge rock and stone, in place or previously excavated (the "**Natural Stone Materials**") from the lands located in Carbon County, Wyoming described on Exhibit A attached to and a part of this License (the "**Licensed Premises**"). This License grants to Licensee the right to make excavations, stockpiles, and other improvements and to place machinery and structures upon the Licensed Premises as may be necessary for efficiently excavating the Natural Stone Materials.

1.2 During the term of this License, Licensor shall, to the extent permissible, also provide Licensee the full use and benefit of Licensor's grants of rights-of-way from the United States Bureau of Land Management and the Wyoming Department of Corrections providing access to the Licensed Premises from Wyoming State Highway No. 78 (an extension of Higley Boulevard/Penitentiary Access Road), provided that Licensee's use of such rights-of-way shall be in connection with its rights to extract, quarry, stockpile and remove Natural Stone Materials under this License, and reclamation of the Licensed Premises, and all maintenance, improvement and repairs incident to those rights. The access routes and rights-of way are further described in Exhibit B, attached to this License and incorporated by reference ("**Access Rights**"). Licensee acknowledges the terms and conditions of such Access Rights and (a) agrees to comply with such terms and conditions, (b) agrees to obtain any additional approvals from the United States Bureau of Land Management and the Wyoming Department of Corrections necessary to use the Access Rights for the purposes specified in this License, and (c) agrees to provide any notifications required by the United States Bureau of Land Management and the Wyoming Department of Corrections for the use of said Access Rights.

1.3 During the term of this License, Licensor shall also provide Licensee the full use and benefit of Licensor's water rights to the Stone Quarry Stock Reservoir, Wyoming State Engineer Permit No. P5260.0S (Board of Control Certificate Record 04, Page 117) ("**Water Rights**"), provided that Licensee's use of such Water Rights shall be in connection with its rights to extract, quarry, stockpile and remove Natural Stone Materials under this License, and reclamation, if any, of the Licensed Premises, and all maintenance, improvement and repairs incident to those rights. Licensee is aware of the appropriated amounts and uses of such Water Rights and agrees to prepare any applications to the Wyoming State Engineer necessary to allow

the Water Rights to be used for the purposes contemplated in this License. In furtherance of such application(s), Licensor agrees to execute a temporary use agreement in the form required by the Wyoming State Engineer granting Licensor's permission to use the Water Rights during the term of this License and for the purposes set forth herein.

ARTICLE TWO - TERM; COMMENCEMENT DATE

2.1 This License shall commence on the Effective Date, but Licensee shall conduct no quarrying operations on the Licensed Premises until such time as Licensee has obtained (a) such rights of access to the Licensed Premises, in addition to the Access Rights, as are necessary to conduct operations under this License, (b) any zoning authorizations for the Licensed Premises necessary to conduct operations as provided by this License, (c) any required permit from the Department of Environmental Quality of the State of Wyoming, and (d) such federal, state and such other permits and licenses as may be required in order to conduct Natural Stone Materials quarrying operations on the Licensed Premises (all of the foregoing is collectively referred to as the "**Authorizations**"). As used in this License, the term "**Commencement Date**" shall be the later to occur of (i) the date on which the Authorizations have been obtained and (ii) the commencement of quarrying operations by Licensee on the Licensed Premises.

2.2 Licensee covenants and agrees to use due diligence in applying for and obtaining the Authorizations. This License shall terminate in its entirety if the Commencement Date has not occurred on or before the date set forth in Section 11.1, or, if this License is extended pursuant to Section 11.1, on or before the extended date set forth in Section 11.1. Licensor will cooperate with Licensee, at no cost to Licensor, in obtaining the Authorizations.

2.3 After the Commencement Date, Licensee may commence Natural Stone Materials quarrying operations as provided under this License and may conduct such operations in accordance with the provisions of this License until the termination date (including any extensions of this License) provided in Section 11.2.

ARTICLE THREE - LICENSE FEE

Licensee shall pay a License Fee of $100 for the full term of this License, including any extensions of this License.

ARTICLE FOUR - OPERATIONS

4.1 Licensee agrees to work the Licensed Premises in a good workmanlike manner in accordance with the customs and practices of prudent rock quarry operators. Licensee agrees to comply with and abide by all federal laws and regulations, state laws and regulations, and all other legislation or regulations now or subsequently applicable to the working, operation and reclamation of the Licensed Premises, and Licensee agrees to make all payments, returns and reports required by such laws. Licensee shall comply with all terms of any permit issued by the Department of Environmental Quality of the State of Wyoming related to Licensee's operations under this License, and without limitation shall conduct its operations in accordance with the regulations of such Department if applicable under the terms of such permit. Licensor shall have

the right at all reasonable times during business hours to examine all such payments, returns and reports, if any, made by Licensee in compliance with such laws and regulations.

4.2 In conducting its operations under this License, Licensee will use all reasonable efforts to avoid or reduce disturbance to those parts of the Licensed Premises where quarrying operations or supporting activities are not actually being undertaken, and to the property of Licensor and others in the vicinity of the Licensed Premises.

4.3 Licensee shall use the Licensed Premises only for the operations described in Article One and for the processing of Natural Stone Materials produced from the Licensed Premises for use in the renovation and rehabilitation of the Wyoming State Capitol building. This License does not grant Licensee the right to enter upon any property owned by Licensor other than the Licensed Premises and the lands included in the Access Rights. Licensee shall at all times keep the Licensed Premises reasonably free from litter, debris, junk machinery and the like.

4.4 Licensee shall have the right, at its sole cost, risk and expense, to install, construct, operate and maintain all its plants, machinery, equipment, improvements and other facilities including, without limitation, roads, rail lines, pipe lines, power lines, telephone lines, water courses, dams, ponds and stockpile areas on the Licensed Premises, and shall have the obligation to dismantle and remove such equipment, improvements and facilities on or before the termination date (including any extensions of this License) provided in Section 11.2. Notwithstanding the foregoing, Licensor shall have the right, to the extent not required otherwise by the Wyoming Department of Environmental Quality or other statute or governmental rule or regulation, to require that all or any roads, rail lines, pipelines, power lines, water courses, dams, ponds, stockpile areas and other improvements, remain on the Licensed Premises after termination of this License. Licensee shall have the right during the term of this License to strip overburden, and otherwise to use and occupy the Licensed Premises, all as reasonably required in connection with extraction, quarrying, stockpiling and removal of Natural Stone Materials from the Licensed Premises.

4.5 Natural Stone Materials and overburden from the Licensed Premises may be stockpiled by Licensee on the Licensed Premises.

4.6 During the term of this License, Licensor reserves the right to license or lease other minerals and surface rights to third parties. Such licenses or leases shall not be inconsistent with the rights and privileges granted under this License and, in the event of conflict, Licensee's rights under the terms of this License shall be superior and paramount to subsequent licenses or leases. Licensee acknowledges that a portion of the Licensed Premises has been leased previously for oil and gas, and Licensee shall be solely responsible for coordinating its use of the Licensed Premises with the activities of such oil and gas lease and shall not unreasonably interfere with such lessee's activities.

4.7 Licensee shall maintain in good condition and repair fences and appropriate gates on the Licensed Premises.

4.8 Licensee shall provide monthly progress reports to Licensor during the term of this License describing Licensor's operations and the amount of Natural Stone Materials quarried and removed.

4.9 The parties acknowledge that the right-of-way grant from the Bureau of Land Management depicted on Exhibit B provides that activities that are potentially disruptive to nesting raptors are prohibited during the period of February 1 to July 31 for the protection of nearby raptor nesting areas. Licensee agrees to observe this condition of the right-of-way.

4.10 The parties acknowledge that a golden eagle nest has been located near the quarry. With respect to this golden eagle nest, the U.S. Fish and Wildlife Service has recommended that the nest be monitored prior to commencing operations to determine if it is occupied. If the golden eagle nest is occupied, the Service has recommended that operations at the quarry be suspended until the nest either fledges or fails.

ARTICLE FIVE - ACCESS BY LICENSOR'S PERSONNEL AND OTHERS

5.1 Licensor shall have the right at all reasonable times, with prior notice to the on-site manager of Licensee, to enter all portions of the Licensed Premises to observe Licensee's operations.

5.2 Licensee acknowledges that the Licensed Premises is subject to a pre-existing lease between Licensor and Power Company of Wyoming LLC ("**PCW**"). PCW has consented to this License, and has executed the form of consent attached as Exhibit C hereto. PCW shall have the right to enter all portions of the Licensed Premises at any time and take such actions that do not unreasonably interfere with Licensee's use of the Leased Premises.

ARTICLE SIX - ASSIGNMENT OR LEASE

Licensee may assign this License or lease all or any part of the Licensed Premises only upon the prior written consent of Licensor.

ARTICLE SEVEN - ACCESS RIGHTS

7.1 Licensee shall, at Licensee's sole cost, risk and expense, keep and maintain the access road to and through the Licensed Premises constructed pursuant to the Access Rights in good condition, open and accessible at all times that operations are ongoing on the Licensed Premises and reasonably free from litter, dirt, debris and obstructions.

7.2 Licensee shall use and maintain the access road in compliance with the Access Rights and all regulations and instructions of the United States Bureau of Land Management and the Wyoming Department of Corrections, including the obligation to notify Department of Corrections personnel about planned access, any restriction on hours of use and operation and any requirement for graveling or paving such roads.

ARTICLE EIGHT - TAXES

Licensee shall pay, when and as the same become due and payable, all taxes, general and special assessments, and other tax-related charges of every description which may be levied or assessed during the term of this License upon or against improvements and other property (including Natural Stone Materials and equipment) on the Licensed Premises owned or installed by Licensee. If any ad valorem taxes or general or special property taxes shall be assessed against the Licensed Premises or other property owned by Licensor solely as a result of the execution of this License and operations or contemplated operations under the terms of this License, Licensee shall bear and pay such taxes as and when they come due.

ARTICLE NINE – DAMAGE AND INJURY WAIVER

Licensee agrees by use of the Leased Premises, and in consideration therefor, to waive, release and hold Licensor, its employees, agents, contractors and servants harmless from and against any claims for personal injury or damages suffered by Licensee, or any of its employees, guests or invitees, related to or arising out of such persons' use of the Licensed Premises, it being agreed that Licensor shall have no responsibility for any accidents or injuries occurring during use of the Licensed Premises, except for accidents or injuries attributable to the intentional misconduct or gross negligence of Licensor. Licensor shall also not be liable to Licensee or any other person, entity or corporation, including employees or invitees for any damages to their person or property caused by water, rain, hail, snow, frost, fire, wind, storm, accidents or acts of third parties on or adjacent to the Leased Premises.

ARTICLE TEN - CONTRACTORS

10.1 Licensee may utilize independent contractors and subcontractors to carry out the purposes of this License.

10.2 Licensee shall require all contractors and subcontractors providing services on the Licensed Premises to execute the consent attached as Exhibit D hereto agreeing to be bound by all provisions of this License, including but not limited to the release and indemnification requirements in this Article Ten. This Article shall not apply to any other subdivision of the State of Wyoming providing services on the Licensed Premises under this License.

10.3 All contractors and subcontractors providing services on the Licensed Premises shall indemnify and forever save Licensor and the Licensed Premises free and harmless from and against any and all penalties, losses, damages, costs and expenses, causes of action, claims or judgments arising from or growing out of any injury or injuries to any person or persons (other than injury or injuries to third parties with access rights as described in Section5.3 caused by the negligence of such third parties) or any damage or damages to any property (including without limitation, damage to or impairment of any water or water rights) as a result of any accident or the conduct of any blasting or ultra-hazardous activity or any other occurrence relating to, resulting from or arising out of operations under this License occasioned by any act or acts, omission or omissions of said contractor or subcontractor, its officers, employees, agents, servants or subtenants or arising from or growing out of said contractor's or subcontractor's use,

maintenance, occupation or operation of the Licensed Premises, including all legal costs and attorney's fees incurred in the defense of any action arising out of any such act or omission of said contractor or subcontractor.

10.4 All contractors and subcontractors providing services on the Licensed Premises shall, at thier own cost and expense, agree to procure and maintain in force and effect at all times during the term of their performance of services a policy or policies of public liability insurance issued by an insurance company or companies to which Licensor has no objection, in which Licensor and the contractor or subcontractor shall be named insureds as their interests may appear, which policy shall cover all of the Licensed Premises irrespective of the use and occupancy, and insuring Licensor and contractor or subcontractor against loss, damage or liability on account of the use and occupancy of the Licensed Premises in an amount of not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for injuries to or death of any person or persons, in an amount of not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for property damage. In addition, during the term of this License, all contractors and subcontractors providing services on the Licensed Premises shall carry workmen's compensation insurance covering all of its employees and employer's liability insurance. Each such insurance policy shall provide for 30 days' prior written notice to Licensor of the termination of the policy. Certificates evidencing the insurance required by this Article shall be furnished to Licensor.

ARTICLE ELEVEN - TERMINATION

11.1 This License shall terminate automatically if the Commencement Date shall not have occurred by June 1, 2015; provided, however, that upon written notice to Licensor given at least 30 days prior to such date, and conditioned upon Licensee's having used reasonable diligence to obtain the Authorizations, Licensee may extend such date to August 1, 2015.

11.2 Unless sooner terminated, this License shall continue in force and effect for 16 months after the Commencement Date. Licensee shall have the right to extend the term of this License for an additional 2 months upon the furnishing of written notice to Licensor at least 30 days prior to the original termination date. All provisions of this License shall continue in force and effect if this License is extended. Licensee shall have the right to terminate this License prior to the end of its term upon giving 90 days' notice to Licensor and complying with all post-termination obligations.

11.3 Licensee shall be deemed in default of this License if (a) Licensee breaches any of its obligations contained in this License and (b) Licensor delivers to Licensee signed written notice of default specifying the default and (c) the default is not cured within 45 days after receipt of such notice of default; *provided, however,* that with respect to any default that is of such nature that it cannot be cured within such 45-day period, Licensee shall not be deemed to be in default so long as correction of such default is commenced within such 45-day period and prosecuted diligently and continuously until cured. If Licensee is deemed to be in default, Licensor may, without any further notice or demand, terminate this License.

11.4 Upon termination of this License, Licensor may retake full possession of the Licensed Premises without prejudice to any other rights that might otherwise accrue to Licensor for the violation of the terms of this License. In the event of such termination, Licensee shall remain Liable for all obligations of Licensee which survive termination of this License and also for all obligations which accrued or occurred prior to termination (including, without limitation, any reclamation obligation pursuant to Article Twelve), and Licensor shall permit Licensee access to the Licensed Premises to the extent required to satisfy such obligations. Further, in the event of such termination, the indemnification provisions of Article Ten shall remain in effect with respect to all matters relating to, resulting from or arising out of operations under this License. Nothing in this License shall be deemed to obligate Licensor in any way to negotiate with or contract with any third party to continue Natural Stone Materials operations on the Licensed Premises upon the termination of this License.

11.5 Subject to the right of Licensor contained in Section 4.4 to require otherwise, on or before the termination date (including any extensions of this License), Licensee shall remove from the Licensed Premises all mined Natural Stone Materials, supplies, machinery, equipment, structures and improvements which Licensee shall have placed upon the Licensed Premises. Any such Natural Stone Materials, equipment, machinery or other property of Licensee not removed within the time provided shall at the option of Licensor become the property of Licensor; provided, however, that nothing in this License shall be construed to permit Licensee to fail to remove such items where Licensor has specifically required such removal.

ARTICLE TWELVE - RECLAMATION OF SURFACE

12.1 Licensor and Licensee do not anticipate the need for reclamation of the Licensed Premises if Licensee's operations are conducted in accordance with the requirements of Licensor set forth in this License, the requirements of the State of Wyoming Department of Environmental Quality and, if applicable under law or regulation, of Carbon County, Wyoming. Licensor reserves the right to require Licensee to conduct reclamation if Licensor reasonably believes the Licensee is not complying with the requirements of this License or other federal, Wyoming or local requirements pertaining to the licensed operations. All reclamation required, if any, shall conform to the requirements established by an appropriate governmental agency with authority to regulate the licensed operations, or by a court with general or subject matter jurisdiction over the License or the licensed operations.

12.2 If reclamation is required pursuant to Section 12.1, Licensee shall provide such financial warranty as is required by the appropriate state governmental agency in connection with the reclamation obligations arising from Licensee's operations on the Licensed Premises. Any and all documents provided by Licensee to the appropriate agency and constituting proof of financial responsibility shall name Licensor as additional beneficiary, unless otherwise prohibited by such agency or the applicable statute. Licensee shall post such additional proof of financial responsibility as may from time to time be required by the appropriate agency during the term of this License. Licensee shall not request release of any proof of financial responsibility or financial warranty without obtaining Licensor's written approval, not to be unreasonably withheld, conditioned or delayed.

ARTICLE THIRTEEN - NOTICES

Any notice required or permitted to be given under this License shall be deemed sufficiently served if delivered to the party to whom intended at the address designated below by personal delivery, facsimile or by certified mail. Notices to Licensor shall be addressed and delivered to:

with a copy to:

The Overland Trail Cattle Company LLC
Attention: Mike Johnson
37139 Highway 34
Kersey, CO 80644

The Overland Trail Cattle Company LLC
Attention: General Counsel
555 Seventeenth Street, Suite 2400
Denver, CO 80202
Fax No.: 303-299-1356

Notices to Licensee shall be addressed and delivered to:
with a copy to:

_____
_____
_____
_____

_____
_____
_____
_____

A party may change its address by notice to the other party.

ARTICLE FOURTEEN - OTHER PROVISIONS

14.1 This License shall be governed by and construed in accordance with the Laws of the State of Wyoming without giving effect to the conflict of law provisions. Each of the parties irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the State of Wyoming and the United States District Court for the District of Wyoming for any actions, suits or proceedings arising out of or relating to this License or the transactions contemplated by this License, and each of the parties further agrees not to commence any action, suit or proceeding relating to such matters except in such courts. Each of the parties also irrevocably and unconditionally waives any objection to the laying of venue of any such proceeding in the courts of the State of Wyoming or the United States District Court for the District of Wyoming, and

waives and agrees not to plead or to make any claim that any such proceeding brought in any court of the State of Wyoming or the United States District Court for the District of Wyoming has been brought in an improper or inconvenient forum.

14.2 This License, including all attachments to this License, constitutes the entire agreement between the parties with respect to the subject matter of this License and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter. No amendment or modification to this License shall be valid or binding unless set forth in writing and duly executed by the parties to this License.

14.3 Licensor does not warrant title to the Licensed Premises or tights of ingress or egress, this License being without other warranty, express, implied or statutory, and without recourse against Licensor. **LICENSOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER CONCERNING THE EXISTENCE, NATURE, LOCATION, AMOUNT OR VALUE OF ANY MINERAL RESERVES OR RESOURCES, OR THE EXISTENCE OR STATUS OF ANY PERMIT OR APPROVAL OF ANY GOVERNMENTAL AUTHORITY NECESSARY FOR OPERATION OF THE LICENSED PREMISES. LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AND THERE ARE NO IMPLIED CONDITIONS IN RESPECT OF, THE LICENSED PREMISES, INCLUDING WITH RESPECT TO THE SUFFICIENCY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LICENSED PREMISES, AND ALL IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE EXPRESSLY DISCLAIMED.** Licensee acknowledges and agrees that (a) the Licensed Premises has been previously operated as a quarry and it has conducted such environmental and other investigations of the Licensed Premises as it deems necessary in connection with the negotiation and execution of this License, (b) it has been permitted access to the information of Licensee which it has desired and requested to see or review and (c) it has an opportunity to discuss with Licensee the Licensed Premises, prior operations on the Licensed Premises and related matters. Notwithstanding any other provision in this License, Licensee expressly acknowledges that Licensee accepts the Licensed Premises "**As Is**" and "**Where Is,**" subject to all existing faults, damages, defects, deficiencies, liabilities, including without limitation those arising from any mining activities and any hazardous substances, wastes, materials, petroleum products, other environmental contaminants or any detrimental environmental condition that may be present on the Licensed Premises, whether now known or unknown.

14.4 The delay or failure of any party to enforce any of its rights under this License shall not constitute a waiver of any such rights, unless such waiver is signed by an authorized representative of the waiving party and delivered to the other party. No custom or practice that may arise between the parties in the course of operating under this License will be construed to waive any party's rights to either ensure the other Party's strict performance with the terms and conditions of this License, or to exercise any rights granted to it under this License. Neither party shall be deemed to have waived any right conferred by this License or under any applicable law unless such waiver is set forth in a written document signed by the party to be bound, and delivered to the other party. No express waiver by either party shall be construed as a continuing

waiver of any future rights, including as a result of future breaches or defaults or defaults by the other party.

14.5 If any provision of this License, including the breadth or scope of such provision, shall be held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions, in whole or in part, of this License and such remaining provisions shall remain enforceable and binding.

14.6 The words "this License," "herein," "hereby," "hereunder" and words of similar import refer to this License as a whole and not to any particular subdivision unless expressly so limited. Unless otherwise expressly indicated, references in this License to sections are references to the sections of this License. The word "or" is not exclusive, and "including" (and its various derivatives), means "including without limitation." Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires. The section headings within this License are for convenience only and shall not affect the construction of this License. In the event an ambiguity or question of intent or interpretation of this License arises, this License shall be construed as if jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring a party as a result of authorship or drafting of any provision of this License.

14.7 The parties agree to file in the records of the County Clerk of Carbon County, Wyoming, a memorandum of this License in the form provided in Exhibit E attached to this License.

14.8 Each party agrees that it will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest or summarize, any Confidential Information, except to the extent necessary to carry out such party's responsibilities under this License. "**Confidential Information**" means any of the foregoing information insofar as such information directly relates to the operations conducted under or to the terms of this License: (i) any technical, business, financial or other information (in written, electronic, oral or visual form or any other form or media whatsoever, including without limitation. any writing, instrument, agreement, letter, memorandum, map, chart, graph, blueprint, photograph, financial statement, compact disc, electronic file or other recording or image) disclosed by a party that is proprietary and confidential to such party; (ii) the substance of any discussions or communications (in any form or media whatsoever) between (A) Licensor or any of its Representatives and (B) Licensee or any of its Representatives relating to any of the foregoing; (iii) all notes, reports, documents, analyses, compilations, forecasts, studies, synopses, and other materials of or prepared by a party or any of its Representatives that interpret, summarize, evaluate or include any of the foregoing; and (iv) all copies (including without limitation all electronic copies) of any of the foregoing. "**Representatives**" means, with respect to each party, collectively each and all of its directors, officers, employees, agents, consultants, attorneys and financial advisors.

14.9 This License may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this License and of signature

pages by facsimile or by electronic transmission in .pdf format shall constitute effective execution and delivery of this License as to the parties, and shall be deemed to be their original signatures for all purposes (however, signatures received by electronic mail cannot be electronic signatures, e.g. "s/person's name," but must be scanned signatures). Any party that delivers an executed counterpart signature page by facsimile or in .pdf format shall promptly thereafter deliver a manually executed counterpart signature page to each of the other parties; provided, however, that the failure to do so shall not affect the validity, enforceability or binding effect of this License.

[SIGNATURE PAGE AND ACKNOWLEDGMENTS FOLLOW]

"Licensor"

The Overland Trail Cattle Company LLC

By: _____
William J. Miller
President and Chief Executive Officer

"Licensee"

State of Wyoming

By: _____
Name:
Title:

EXECUTION VERSION

STATE OF COLORADO)
ss
CITY AND COUNTY OF DENVER)

On this 26th day of February, 2015, before me personally appeared William J. Miller to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of The Overland Trail Cattle Company LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and/or Operating Agreement and said William J. Miller acknowledged said instrument to be the free act and deed of said limited liability company.

Given under my hand and notarial seal this 26th day of February, 2015.

Kara E. Morgan
Notary Public

My commission expires: June 14, 2017

KARA E. MORGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134037776
MY COMMISSION EXPIRES JUNE 14, 2017

STATE OF WYOMING)
ss
COUNTY OF LARAMIE)

On this ___ day of _____, 2015, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, and that said instrument was signed and sealed on behalf of said limited liability company by authority of the State of Wyoming and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

Given under my hand and notarial seal this ___ day of _____, 2015.

_____
Notary Public

My commission expires: _____

EXECUTION VERSION

EXHIBIT A

Licensed Premises

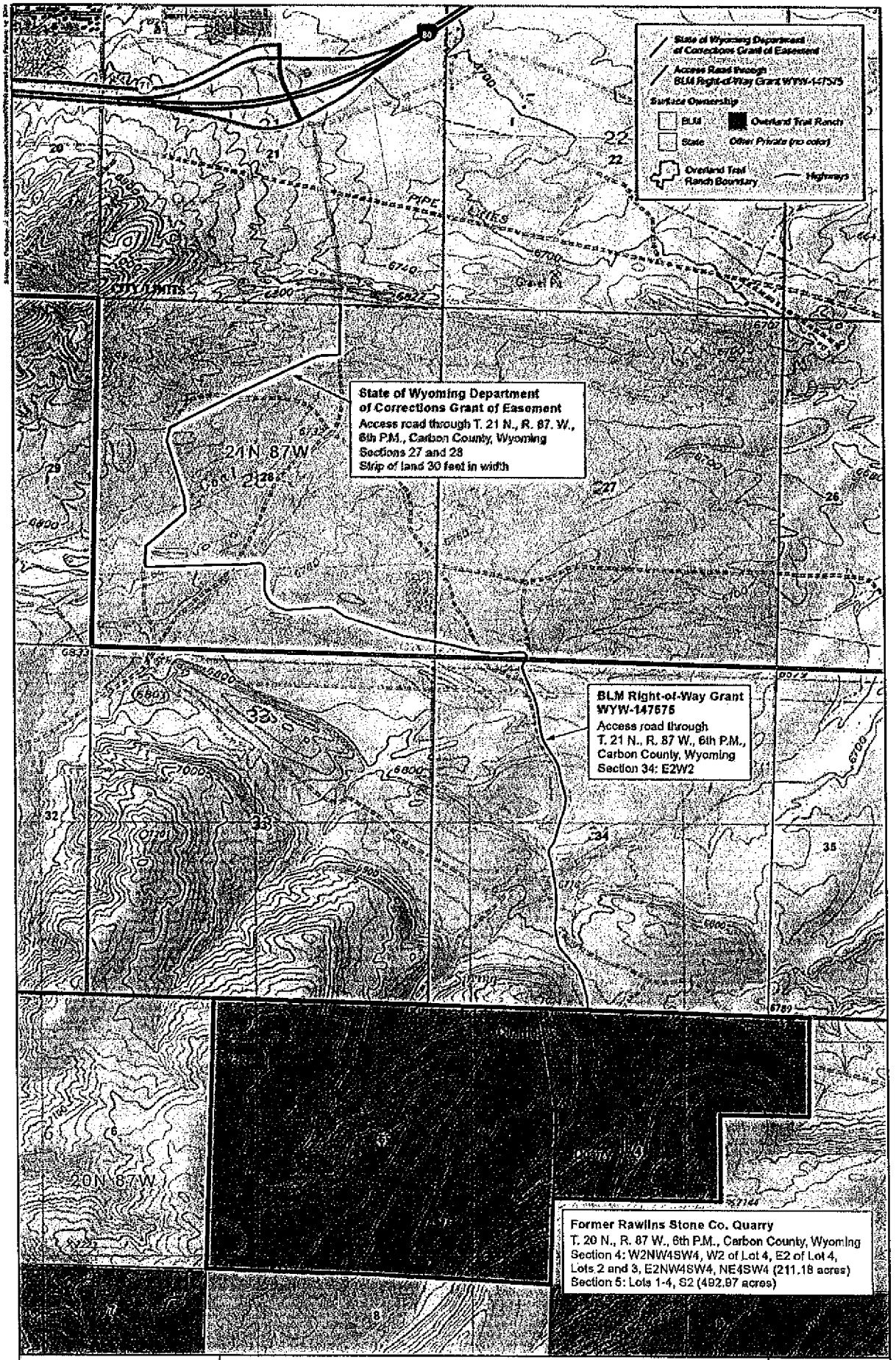
Lot 4 and W1/2 NW1/4 SW1/4, Section 4, Township 20 North, Range 87 West, Carbon County Wyoming, containing approximately 42 acres, more or less.

EXECUTION VERSION

EXHIBIT B

Access Rights

[Attached]



Easements and ROW to Access the Former Rawlins Stone Co. Quarry

Overland Trail Ranch | Feb. 14, 2011

EXECUTION VERSION

EXHIBIT C

Power Company of Wyoming LLC Consent

February __, 2015

Joseph H. Tippetts, Esq.
The Overland Trail Cattle Company LLC
555 Seventeenth Street, Suite 2400
Denver, CO 80202

Re: March 13, 2014 Quarry Lease

Dear Mr. Tippetts:

Power Company of Wyoming LLC ("PCW") holds a lease with the Overland Trail Cattle Company LLC ("TOTCO") granting it the exclusive right to conduct quarry operations in Section 4: Lots 2-4 and the NW1/4 SW1/4; and in Section 5: Lots 1-2 and the N1/2 SE1/4, Township 20 North, Range 87 West of the 6th P.M., Carbon County, Wyoming.

PCW has reviewed the February, 2015 Quarry License Agreement between TOTCO and the State of Wyoming for the purpose of providing stone products for the renovation and rehabilitation of the Wyoming State Capitol building. PCW supports the purpose of the project to rehabilitate the Wyoming State Capitol building, and consents to the Agreement for that purpose.

Sincerely,

_____

EXECUTION VERSION

EXHIBIT D

Contractor and Subcontractor Form of Consent

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the _____, an agency of the **STATE OF WYOMING** and _____ ("Contractor").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Contractor agrees to be bound by all terms and conditions of all provisions of the February __, 2015 Quarry License Agreement between The Overland Trail Cattle Company and the State of Wyoming as if said Contractor was the Licensee under said Quarry License Agreement, and specifically agrees to be bound by Article Ten of said Agreement.

"Contractor"

_____

By: _____
Name:
Title:

STATE OF WYOMING)
ss
COUNTY OF _____)

On this ___ day of _____, 2015, before me personally appeared _____, and said _____ acknowledged said instrument to be the free act and deed of _____.

Given under my hand and notarial seal this ___ day of _____, 2015.

_____
Notary Public

My commission expires: _____

EXECUTION VERSION

EXHIBIT E

Memorandum of License

MEMORANDUM OF QUARRY LICENSE AGREEMENT

This Memorandum of Quarry License Agreement is dated for reference purposes as of February __, 2015 (this "Memorandum") and is by and between:

> **THE OVERLAND TRAIL CATTLE COMPANY LLC**, a Delaware limited liability company whose address is P.O. Box 688, Saratoga, Wyoming 82331 ("Licensor") and
>
> _____, an agency of the **STATE OF WYOMING**, whose address is _____, Cheyenne, Wyoming 82002 ("Licensee").

Licensor and Licensee have entered into a Quarry License Agreement dated effective as of February __, 2015 ("License"), and Licensor and Licensee desire to give record notice of such License and its possible effect on the Licensed Premises (defined below).

Licensor has granted to Licensee the exclusive right to extract, quarry, stockpile and remove all natural stone materials, including, but not limited to exposed sandstone, sand rock, ledge rock and stone on that real property described on Schedule 1 attached to this Memorandum and made a part of this Memorandum by this reference (the "Licensed Premises"). During the term of the License, Licensee shall also enjoy the full use and benefit of Licensor's grants of rights-of-way from the United States Bureau of Land Management and the Wyoming Department of Corrections providing access to the Leased Premises and of Licensor's water rights to the Stone Quarry Stock Reservoir, Wyoming State Engineer Permit No. P5260.0S. The Lease shall be for a term of sixteen (16) months, unless further extended, from the Commencement Date which is defined as the date on which Licensee has obtained: (1) such rights of access to the Leased Premises, in addition to the Access Rights, as are reasonably necessary to conduct operations under this Lease; (2) any zoning authorizations for the Leased Premises necessary to conduct operations under the terms of the Lease; (3) any required permit from the Department of Environmental Quality of the State of Wyoming; and (4) such federal, state and such other permits and licenses as may be required in order to conduct Natural Stone Materials quarrying operations on the Leased Premises. This Memorandum is recorded to give notice of the existence of the License between Licensor and Licensee, the terms of which are incorporated in this Memorandum by this reference.

"Licensor"	**"Licensee"**
The Overland Trail Cattle Company LLC	**State of Wyoming**
By: _____	By: _____
William J. Miller	Name:
President and Chief Executive Officer	Title:

EXECUTION VERSION

STATE OF COLORADO)
ss
CITY AND COUNTY OF DENVER)

On this ___ day of _____, 2015, before me personally appeared William J. Miller to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of The Overland Trail Cattle Company LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and/or Operating Agreement and said William J. Miller acknowledged said instrument to be the free act and deed of said limited liability company.

Given under my hand and notarial seal this ___ day of _____, 2015.

_____
Notary Public

My commission expires: _____

STATE OF WYOMING)
ss
COUNTY OF LARAMIE)

On this ___ day of _____, 2015, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, and that said instrument was signed and sealed on behalf of said limited liability company by authority of the State of Wyoming and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

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Notary Public

My commission expires: _____

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"Licensor"	"Licensee"
The Overland Trail Cattle Company LLC	**State of Wyoming**
By: William Miller	By: [signature]
William J. Miller	Name:
President and Chief Executive Officer	Title:

STATE OF COLORADO)
ss
CITY AND COUNTY OF DENVER)

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Given under my hand and notarial seal this 26th day of February, 2015.

Kara E. Morgan
Notary Public

My commission expires: June 14, 2017

KARA E. MORGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134037776
MY COMMISSION EXPIRES JUNE 14, 2017

STATE OF WYOMING)
ss
COUNTY OF LARAMIE)

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By: William J. Miller	By: [signature]
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Kara E. Morgan
Notary Public

My commission expires: June 14, 2017

KARA E. MORGAN
NOTARY PUBLIC
STATE OF COLORADO
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MY COMMISSION EXPIRES JUNE 14, 2017

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Given under my hand and notarial seal this ___ day of _____, 2015.

_____
Notary Public

My commission expires: _____

Draft Only
Approval Pending

SUMMARY of PROCEEDINGS

CAPITOL BUILDING RESTORATION OVERSIGHT GROUP

OVERSIGHT GROUP MEETING INFORMATION

January 15, 2015
Capitol Room 302
Cheyenne, Wyoming

OVERSIGHT GROUP MEMBERS PRESENT

Governor Matt Mead, Co-Chairman
Senator Tony Ross, Co-Chairman
Senator Eli Bebout
Senator Phil Nicholas
Senator Chris Rothfuss
Representative Rosie Berger
Representative Kermit Brown
Representative Tim Stubson
Representative Mary Throne

LEGISLATIVE SERVICE OFFICE STAFF

Mark Quiner, Assistant Director
Wendy K. Madsen, Legislative Information Officer
Anthony Sara, Associate Legislative Information Officer

OTHERS PRESENT AT MEETING

Please refer to Appendix 1 to review the Oversight Group Sign-in Sheet for a list of other individuals who attended the meeting.

The Oversight Group Meeting Summary of Proceedings (meeting minutes) is prepared by the Legislative Service Office (LSO) and is the official record of the proceedings of an Oversight Group meeting. This document does not represent a transcript of the meeting; it is a digest of the meeting and provides a record of official actions taken by the Oversight Group. All meeting materials and handouts provided to the Oversight Group by the Legislative Service Office, public officials, lobbyists, and the public are on file at the Legislative Service Office and are part of the official record of the meeting. An index of these materials is provided at the end of this document and these materials are on file at the Legislative Service Office. For more information or to review meeting materials, please contact the Legislative Service Office at (307) 777-7881 or by e-mail at lso@wyoleg.gov. The Summary of Proceedings for each Oversight Group meeting can be found on the Wyoming Legislature's website at www.wyoleg.gov.

EXECUTIVE SUMMARY

The Oversight Group met on January 15, 2015 in the Capitol. The members named discretionary appointments, elected co-chairmen, considered a lease proposal to house the legislative branch temporarily during the restoration of the Capitol. The Oversight Group also discussed items related to the schematic design of the Herschler Building.

CALL TO ORDER

The meeting was called to order at 4:05 p.m. The following sections summarize the Oversight Group's proceedings by topic. Please refer to Appendix 2 to review the Oversight Group's Meeting Agenda.

As required by W.S. 9-5-111(a)(iv) the House and Senate named discretionary appointments to the Oversight Group. Senator Nicholas named Senator Ross as the Senate discretionary appointment to the Oversight Group and Representative Brown named Representative Stubson as the House discretionary appointment. Senator Nicholas moved that the co-chairmen of the Oversight Group be Governor Mead and Senator Ross. The motion carried unanimously.

EXECUTIVE SESSION

The Oversight Group resolved itself into executive session at 4:10 p.m. to consider a lease proposal. The Group resolved back into open session at 5:40 p.m. Co-chairman Ross explained that the Oversight Group has not approved a lease at this point in time, but has given direction to the Department of Administration and Information (A&I) Construction Management staff to continue to negotiate with the building owner regarding information that needs to be incorporated into the lease.

HERSCHLER BUILDING ADDITION

Co-chairman Ross explained that A&I presented to JAC earlier in the day regarding the status and history of the project. Senator Ross noted that in the JAC meeting, A&I discussed the additional square footage that could be gained by increasing the size of the addition and the issues with the existing exterior or the Herschler Building. He added that there were indications that members of JAC found these changes appropriate. Senator Nicholas requested that A&I identify issues that the Oversight Group needs to understand regarding project status, so that members will be prepared to talk about outstanding issues at the next meeting.

Ms. Suzanne Norton, A&I Construction Management, stated that the current design strategy is to design the replacement of the Herschler exterior wall system, or "skin," as an add-alternate option for the project. She noted that design work from conceptual design to schematic design evolves, but schematic design represents the end of scope changes. She explained that the work on the Herschler skin was excluded from the estimates, but it was done too vaguely and that created confusion in what was approved as part of the legislation last session in SEA 43. Senator Nicholas noted that the Legislature agreed that leveraging the Herschler Building as part of this project made sense, but that the body believed that the skin of the building was going to be replaced. He stated that the project was launched with the impression that the exterior would be befitting of an executive office building. He expressed concern about treating the exterior as an add-alternate, because to spend millions of dollars on the building without an improved appearance for the exterior does not make sense. He suggested including it in the bid for the work as part of the guaranteed maximum price (GMP) and that it is critical to replace the wall system because the Legislature does not want a building that leaks. He asked about the materials that would be used if a new exterior is included and wanted to ensure that they reflected the building's new status as an executive office building and not to compromise the exterior of the project.

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Senator Nicholas moved that the intention of the Herschler portion of the project is to serve as an executive office building with an exterior that is commensurate and befitting of the Capitol complex, including a new skin that would incorporate elements of color and depth of stone that can be employed to create an appropriate exterior. The motion was seconded.

The Oversight Group discussed the motion. Senator Bebout expressed concern about whether the cost to reflect the motion would be higher than the current estimate to replace the skin. He also expressed concern about whether or not the Oversight Group and the architect would have a shared understanding of what is requested, what it would cost, and whether it would add time to the project. Representative Brown noted that it was a surprise to the Legislature to learn that the cost to replace the skin was not included in the project budget last session and he wanted assurance that all other project components have been addressed within the estimates provided. Representative Berger said that she believes what is missing in the process is that the groups involved in the project need to have a better understanding of what decisions need to be made for schematic design and to not miss an opportunity to be part of those decisions. She stated that the Herschler needs to be a classic structure to house the top elected officials and not diminish those opportunities by removing portions of the project authorized in the $259 million. She did note that it makes sense to maximize the space of the addition. Governor Mead suggested providing more information about what the design team envisions for the exterior and then the Oversight Group can provide feedback. He noted that the goal is to have an executive look that integrates well with the look of the Capitol. He would like more information about what types of materials would be used.

Mr. Mel Muldrow, A&I Construction Management, stated is that the intention is to provide the office building envisioned for this project and that all of the interior pieces are in place. He noted that the exterior is in question, but that the Task Force and design team have worked to vet the exterior. He suggested that the Oversight Group should have a discussion of exactly what the group would like the exterior to look like and to provide direction to A&I and the design team. After additional discussion, members of the Oversight Group agreed that they needed to have a better understanding from A&I and the design team about options for the exterior, including visual representations of various options. Senator Bebout suggested that a subcommittee of the Oversight Group could develop options for the Herschler exterior. Senator Nicholas withdrew his original motion and moved to proceed without sacrificing the quality of the exterior. After further discussion, Senator Nicholas amended his motion to state that the Herschler Building should have a new exterior that complements the Capitol and is consistent with an executive office building. The motion carried.

Co-chairman Ross clarified that the intent of the new Herschler addition is to serve as the new executive office building, but that the remainder of the interior of the building will not serve in that capacity. He also noted that it is important for the Oversight Group to provide direction on the exterior and additional square footage to keep the project on track. He explained that the additional costs for the projects are because last year it was unknown that additional temporary space would be needed, that the Herschler exterior will cost an additional $11 million to $14.8 million, and $4.8 million is needed to add more square footage on the Herschler addition. He noted that this puts the project at an additional $27.7 million. He said that there are ways to cut project costs, but questions if that is prudent. Senator Nicholas stated that he has not been involved in any project that involves an architect that does not end up costing more money. He does not want to add more money to the project, but he also believes it is important that it be done right. Co-chairman Ross said that the State will not be able to meet the $259 million estimate, if the goal is to do the project right, because there were things that could not be known in a Level I study.

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OTHER BUSINESS

Representative Berger requested that A&I provide a detailed accounting of all of the funds for the budget for this project for every category, and include not only what funds have been spent, but also what has been committed to date. She noted that this will help the Oversight Group have a clear understanding of where the budget is currently and whether they will need to begin to dip into the contingency to address some of the project costs. Ms. Norton explained that since the last expenditure report provided to the Oversight Group, estimates for the project are ongoing. She raised concerns that if the contingency is used for the additional square footage of the addition and the new skin on the Herschler Building, that the contingency will be depleted to $74,000 and there would be no room for unforeseen conditions.

MEETING ADJOURNMENT

There being no further business, Co-chairman Ross adjourned the meeting at 6:40 p.m.

Respectfully submitted,

Senator Tony Ross, Co-chairman

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Oversight Group Meeting Materials

Appendix	Agenda Item	Appendix Description	Appendix Provider
1	Oversight Group Sign-In Sheet	Lists meeting attendees	Legislative Service Office
2	Oversight Group Meeting Agenda	Provides an outline of the topics the Oversight Group planned to address at meeting	Legislative Service Office
3	Consideration of Leasing Options	Packet of lease materials and project information	Department of Administration and Information

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Suzanne Norton <suzanne.norton@wyo.gov>

January 28 Oversight Actions

LSO - Wendy Madsen <Wendy.Madsen@wyoleg.gov> Mon, Feb 23, 2015 at 8:58 PM
To: "suzanne.norton@wyo.gov" <suzanne.norton@wyo.gov>

Hi, Suzanne,

Based on a quick look, here is what happened at that meeting, noting that I need to go through the notes in more detail and they need to be reviewed by Senator Ross:

Project Constitution Amendment

Berger moved to submit the Herschler draft constitution to the Task Force for consideration and bring back to the Oversight Group for approval. The motion carried.

Temporary Lease Space Action & Strategy

Bebout moved to adopt the Jonah lease allowing the AG discretion to accommodate today's discussions. The motion carried.

Other Leases

Michael O'donnell stated that the AG's Office will use the same format for other leases. Berger moved to move forward with that strategy. [NOTE: I CAN'T FIND IN MY NOTES THAT THEY VOTED ON THIS, SO I NEED TO LISTEN TO THE AUDIO.]

Herschler Building Addition & Size of Addition

Berger moved to go with Option 3 to utilize full capacity of the square footage at Herschler. The motion carried.

Existing Herschler Building Skin

[NOTE: THERE ARE A LOT OF NOTES IN THIS SECTION, SO THIS IS BASED ON A QUICK REVIEW]

Brown moved to eliminate options 1 and 2. The motion carried. Whetstone asked for a smaller group to work on options. Ross nominated President, himself, Berger and Nicholas suggested having a Task Force member, member of the public or a historian included.

Project Decision Matrix

[NOTE: THESE ARE JUST RAW NOTES OF SUGGESTIONS] Ross: we need this and we need dates in here. Checkmarks and dots are somewhat confusing. Governor: the dots overstate what is happening. Make it clear the decision points, but who makes them and when. Not only the decisions that have been made but what need to be made. Don't overstate or understate what decisions. Nicholas: you would have a breakdown of costs of every element. So, on the cost issue, how do we know at every decision that what the original decision was and the cost estimate that built the contract and whether a decision modifies the cost that we are working off of.

Capitol Structural Changes

[NOTE: THESE ARE RAW NOTES] Nicholas: I know time is hard and I know $1 million is difficult. This is the time to do it. The larger the spans, the more opportunity we give our successors to remodel one room or two rooms or change configurations. Provide more options all the way through. One of my questions is when you look at Governor's suite or legislative suite to the west. Are all columns alike in the sense that they are all equally difficult to address. Are there some in the west or east end that can be easily removed at this time. Whetstone: the difficulty is what beams I have to put in place to accommodate them. Can I do that with decorative beams, perhaps and that what I have to do with drawings. You might get rid of columns, but you might trade it for beams. There is a column in the middle of the Treasurer's suite you will see a column capitol close to what is in the Rotunda. Wouldn't it be nice if we could expose it. Why do I think that exists is because in 1890 that was the chambers. If we can celebrate that history, that would be great and the columns would be great.

Herschler Building Elevators

[NOTE: THESE ARE RAW NOTES] Governor: there has to be an analysis based on number of employees or visitors. Whetstone: elevator consultant says four. Brown: I like your term, vertical integration. I am sensitive to the fact that we are going to put constitutional offices on the fourth floor. I think there is more to it, harkening to the dignity and doing justice to the office and I think perhaps overcapacity on elevators is justified and we are talking about a big tunnel that runs. Five floors up and that constitutionally elected official needs to have a better elevator capacity than the staff is jumping on and off. Also, gives us the option to have a secured elevator. Partition those elevators off in different ways. There is a lot more to it than statistically optimizing the number of occupants. Throne: as someone who used to be on the fourth floor. That building needs as many elevators as are practical.

I hope that helps. As we discussed, leadership has requested an update on where the project is regarding cost and timeline. They would also like to have some more detailed timelines/flowcharts of this project. Do you want to take the lead on developing an agenda or would you like me to do so? Thanks. - Wendy

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Wendy K. Madsen

Legislative Information Officer