

Capitol Building Restoration Oversight Group
Tuesday, April 7, 2015
9:00 a.m.
Capitol Room 302
Cheyenne, WY

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CAPITOL BUILDING RESTORATION OVERSIGHT GROUP

Tuesday, April 7, 2015 | 9:00 a.m.
Capitol Room 302
Cheyenne, Wyoming

- 9:00 a.m. Call to Order**
- Approval of Minutes from March 3, 2015 Meeting
- I. Update on Timeline, Budget & Expenditures**
Michael O'Donnell, Special Assistant Attorney General
- II. Decision Regarding Herschler Exterior**
Michael O'Donnell, Special Assistant Attorney General
- III. Decision Regarding Retention or Removal of Columns in Capitol**
Michael O'Donnell, Special Assistant Attorney General
- IV. Preview of Design Approval Required by W.S. 9-5-112(e)**
Michael O'Donnell, Special Assistant Attorney General
- V. Project Progress and Updates**
Michael O'Donnell, Special Assistant Attorney General
- A. Temporary Space Update**
 - B. CMAR Agreement**
 - C. Commissioning Agent Contract**
 - D. Communications Contract and Communications Strategy**
 - E. Update on Quarry**
 - F. Narrative History Update**
- VI. Direction to Advisory Task Force (if necessary)**
- VII. Next Meeting Date**
- Confirm May 5, 2015 and time of meeting
- 12:00 p.m. Adjournment**
- Optional tour of Idelman Mansion, Kendrick Building and 2020 Carey

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

Draft Only
Approval Pending
**SUMMARY of
PROCEEDINGS**



CAPITOL BUILDING RESTORATION OVERSIGHT GROUP

OVERSIGHT GROUP MEETING INFORMATION

Tuesday, March 3, 2015
Capitol Room 302
Cheyenne, Wyoming

OVERSIGHT GROUP MEMBERS PRESENT

Senator Tony Ross, Chairman
Governor Matt Mead
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
Matt Obrecht, Senior Staff Attorney
Don Richards, Budget/Fiscal Section Manager

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

EXECUTIVE SUMMARY

The Oversight Group met on March 3, 2015 in Cheyenne to consider a number of issues related to the Capitol Square Project including, the process, roles and communication for the project, as well as budget, cost estimates and timelines. The Oversight Group approved the Construction Manager at Risk (CMAR) agreement and three lease agreements. The Oversight Group also received an update from the Herschler Building Exterior Subcommittee. Updates were also provided for a project decision matrix, the hiring status of additional project employees, and an update on the communications plan.

CALL TO ORDER

Chairman Tony Ross called the meeting to order at 8:00 a.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.

APPROVAL OF MINUTES

Minutes from the January 15 and January 28 Oversight Group meeting were approved without changes.

CAPITOL SQUARE PROJECT – PROCESS/ROLES/COMMUNICATION

Mr. Mike O'Donnell, Wyoming Attorney General's (AG) Office, stated that information shared at the meeting should provide Oversight Group members with a level of comfort with the Capitol Square Project and how it is proceeding. He noted that there have been communication gaps regarding project status and believes that staff can answer the Oversight Group's outstanding questions and provide confidence that the project is in good shape and ready to move forward.

CONSTRUCTION MANAGER AT RISK – PROCESS/BUDGET/TIMELINES

Mr. O'Donnell provided a graph that provided the current project budget and the risk identified in advance of determining the Guaranteed Maximum Price (GMP) for the project (Appendix 3). He noted that one of the concerns that has been expressed is that the State will not have a GMP for several months and that it is estimated that will occur in August. He explained that risk is eliminated incrementally over the time between now and determination of the GMP. He noted that the graph represents uncertainty in the project budget and that currently \$100 million of uncertainty has been resolved and the project team anticipates resolving another \$60 to \$70 million of uncertainty over the next 90 days. He noted that this is how the Construction Manager at Risk (CMAR) process works. If the State was not doing a CMAR project, design would proceed until the time of the bid to determine if the designed project is within the budget. The CMAR process allows the State to manage the risk as the GMP is determined.

Governor Mead requested that Mr. O'Donnell provide background on Wyoming law related to the CMAR process and when packages are bid. Mr. O'Donnell explained that Wyoming's unique statutory structure does not follow a typical CMAR process, because the Legislature chose to provide some protection to the subcontractor community by requiring that all subcontractor bid packages be obtained through a hard bid, so it is done in an open and competitive process. In other states, the CMAR is selected by the owner and then is allowed to negotiate with chosen subcontractors to arrive at package pricing, so the CMAR has greater control over the risk. He noted that in Wyoming, risk is increased to protect subcontractors, but it delays certainty in determining the project cost until all subcontractor packages are bid. Governor Mead noted that this is an important point, because Wyoming's law delays knowing final construction costs until closer to the end. Senator Bebout explained that the Wyoming Legislature made a conscious policy decision to approach the CMAR process in this manner.

Senator Bebout also asked about the five and three percent contingencies built into the project and how those contingencies relate to risk. He also asked about the \$20 million floor provided in the graph. Mr.

O'Donnell explained that this amount represents the owner's contingency, which sits outside of the project and can only be expended with Oversight Group approval if change orders exceed \$100,000. He explained that between the starting point and determining GMP, the contingencies imbedded in the project remain in place but are used to address uncertainties that arise. There is a three-percent design contingency on the Capitol, there is a five-percent construction contingency on the entire project, and a seven-and-a-half percent price escalation contingency on the entire project. Those amounts are available to be used judiciously to manage the project costs until finalization of the GMP.

Senator Bebout stated that this represents a large amount of money and the Oversight Group needs to know when the contingencies are being used and why. Mr. O'Donnell suggested providing a monthly report of the evolving cost model on the project that would show adjustment of the contingencies or other price levels. Mr. Jeff Callinan, of JE Dunn, stated that a monthly report is a typical process that JE Dunn follows to show expenditures. He explained that the seven-and-a-half percent cost escalation contingency will either be absorbed or given back to the project, depending on the market conditions. Senator Bebout asked about the role of the Oversight Group if there is disagreement regarding whether a portion of a contingency should be used. Mr. Callinan stated that the CMAR agreement has specific use stipulations for the five-percent contractor's contingency. He emphasized that the CMAR does not have access to the owner's contingency. He noted that the monthly report will provide information and that sometimes the agreement includes a dollar figure for pre-approval if it is over a stipulated amount and JE Dunn is open to those discussions.

Chairman Ross asked what work has been done to dramatically decrease the risk of the project and to provide the Oversight Group with an understanding that the project is on track. Mr. Dustin Liljehorn, of JE Dunn, explained that there was a misperception that the finalization of the GMP would be when it is known if the project is within budget. He explained that the graph is intended to represent that the risk to the project is being reduced as the GMP date is being approached. He noted that the \$97 million reconciled represent items that are stable in the overall budget, such as contingencies, fees, insurance, general conditions and leases and are known today.

CMAR Process

Mr. O'Donnell presented a diagram that represents various entities involved in the decision-making process (Appendix 4). He explained that the diagram does not include the users, but it is designed to show the individuals making decisions on their behalf and how the decisions are made. He explained that the Legislature and the Oversight Group oversees the entire project. He noted that some type of liaison is envisioned between the Oversight Group and the project team, because it is important to keep the lines of communication open to convey information correctly and in a timely manner. The Department of Administration and Information (A&I) Construction Management Division serves as the owner's representative and the AG's Office is assisting with legal document drafting and communications. He explained the role of JE Dunn and HDR to design and build the project. He provided a reminder of JE Dunn's project experience (Appendix 5).

Mr. O'Donnell explained the distinction between the roles of the owner's representative and the construction manager. A&I Construction Management, the owner's representative, ensures the project is occurring the way the Oversight Group wants it to proceed. The construction manager, JE Dunn, together with the architect, ensures that the Oversight Group is satisfied with the design and construction of the project. He noted that the project also includes external communications and that Construction Management is in the process of hiring a communications consultant.

Budget and Cost Estimates

Mr. O'Donnell provided a condensed version of the project budget and cost estimates (Appendix 6). He explained that the bottom of the chart includes the additional \$31 million appropriation pending in the

budget bill. He noted that the architect and construction manager have identified about \$4 million in savings on the Capitol portion of the project, which is not reflected in this chart. He explained that additional costs associated with the Herschler portion of the project include work on the exterior and expanding the executive office building portion of the project. He explained that the cost of the temporary space leases, which are more than originally anticipated, are included in the spreadsheet and that the additional appropriation is also intended to apply to these additional leasing costs. Representative Stubson requested the Oversight Group receive an update to this summary on a regular basis. Mr. Callinan stated that the spreadsheet will be updated at major milestones, such as the finalization of design development documents in June, but offered to provide an update before then, as well. Mr. O'Donnell offered to take the responsibility to identify material changes and send out updates, as needed.

Timelines and Work Progress

Mr. O'Donnell also provided timelines for the project (Appendix 7 and 8) and noted that the current schedules are more detailed than previous versions that have been provided to the Oversight Group. He explained that the documents provide information about temporary space timelines and the project schedule currently through the finalization of the GMP. He provided information about key dates including the goal to move most entities out of the Capitol in August, noting that it may be possible for the LSO to move sooner. He explained that these documents provide more detail for planning purposes and that all entities involved in the project will be in ongoing communication about the schedule. Mr. O'Donnell also provided a summary of work that has taken place on the project in the past month.

Senator Bebout asked how site work can commence at the beginning of August when the GMP is not finalized until later in that month. Mr. Liljehorn explained that JE Dunn will make fund commitments for site work, such as utilities, and other early procurement activities known as enabling work. He explained that long-lead procurement needs to be undertaken now in a project involving renovation to maintain the proposed schedule (Appendix 9). Representative Berger asked for an explanation of how Wyoming's short construction season is factored into the upcoming work. Mr. Liljehorn noted that the central utility plant (CUP), which is a key component of the project, is a good example of enabling work that needs to occur in the fall because the water table should be lower and the ground is not yet frozen.

DECISIONS – CONSTRUCTION MANAGER AT RISK AGREEMENT

Senator Nicholas noted that determination of the GMP is anticipated by August 21, but occupants are scheduled to be moved out two months before a decision has been made to proceed with the project pending the GMP. Mr. O'Donnell said that he believes the decision to proceed needs to be made now. He explained that a decision needs to be made regarding execution of the CMAR contract to begin the process of reducing risk between now and the GMP. Representative Brown asked the amount of money at risk if the Oversight Group approves proceeding with the CMAR agreement now, but does not arrive at a satisfactory GMP in August and reverses course. Mr. O'Donnell stated that the amount is estimated to be between \$6 to \$8 million. Representative Brown stated that this represents the outside limitation of risk the State is assuming by going forward in advance of the GMP. Mr. O'Donnell noted that this includes costs such as leases, tenant improvements, and project work that will be conducted in the next six months. Senator Nicholas requested itemization of these amounts. Mr. Callinan stated that JE Dunn has started to identify and itemize these costs and will provide more information. He noted that the total will include costs that will be incurred to facilitate the start of construction, such as stone quarry work.

Mr. O'Donnell provided additional background information regarding the process to quarry the sandstone that matches the Capitol. Senator Bebout asked if the contract includes a maximum threshold for construction and provide incentives and penalties. Mr. O'Donnell noted that these provisions are incorporated into the CMAR agreement through a construction cost limitation (CCL). The CCL provides the construction appropriation limit, which is currently at \$199 million and will be at \$218 million upon

passage of the budget bill. Senator Bebout noted that this amount includes the three percent, five percent, and seven-and-a-half percent contingencies.

Representative Brown asked the probability of success for arriving at a GMP within budget. Mr. Callinan addressed the Oversight Group regarding the CMAR process to drive project value, while diminishing risk during this phases of the project. He noted that the CMAR process and is the foundation for the way JE Dunn conducts business. He stated that he is not aware of any project that JE Dunn has not arrived at a satisfactory GMP. Chairman Ross noted that JE Dunn has worked on several Capitols. Mr. Callinan provided a summary of JE Dunn's qualifications (Appendix 5), including extensive experience in this project type, including historic building, CUP work, and office renovation and expansion. The firm has worked on 28 projects that are on the National Historic Register.

Mr. O'Donnell noted that there are also risks to the State if the project is delayed, such as the loss of the license to quarry the Capitol stone, loss of procurement lead time, loss of the temporary space leases, loss of key personnel, and inflation and escalation of costs of roughly \$5 million per year. He noted that deferred maintenance costs will continue to rise and there will be ongoing expenses in operations, including the continuation of costs to house State employees currently residing in leased space.

Representative Brown asked if the contingencies work to the State's advantage to provide greater assurance of arriving at a GMP that is satisfactory. Mr. O'Donnell explained that these are the same contingency percentages that are built into school construction contracts to ensure the project comes in on budget. Senator Rothfuss asked how often JE Dunn has experienced unforeseen events that lead to unexpected outcomes. Mr. Callinan noted that every project is unique and there will be unforeseen events that take place on this project, because this is a historic building and construction is a risky business. However, he believes the contingencies that have been established are appropriate for the level of risk for this project. He reminded the members that there is also the ten-percent owner's contingency.

Senator Rothfuss noted that a \$300 million project is a big project for the State and requested information about the amount of JE Dunn's experience on projects of this size. Mr. Callinan stated that nationally the firm often does projects that exceed this amount and the Kansas and Minnesota Capitol renovations are larger than Wyoming. Mr. Liljehorn noted that both he and Mr. Callinan have experience in projects of this size and complexity.

Senator Bebout asked for information regarding JE Dunn's experience on other projects regarding the budget, timeline and where the projects ended up for cost and completion. He believes if may provide insights into what the State may encounter on this project, such as lessons that can be learned from the Kansas Capitol renovation. Mr. Callinan noted that it may be difficult to provide good comparators because most projects are not completely funded from the start and that impacts outcomes.

Senator Nicholas stated that he has confidence that the GMP will be reached; the issue is whether compromises would be made to reach the GMP. He requested information regarding assurances that the GMP will be within budget as the project is currently contemplated to meet the Oversight Group's expectations. Mr. Callinan explained that the process to align the budget is not founded upon cutting scope or quality, but rather by identifying efficiencies of systems. He provided an example in Minnesota how realigning building systems to vertical shafts saved on project costs and provided a better space plan. He stated that savings can often be found in the design of mechanical and electrical systems.

Senator Nicholas asked whether there are provisions in the contract that require cost savings to be shared between the State and the CMAR. Mr. Callinan explained that the CMAR is working on behalf of the State and JE Dunn has a stipulated fee based on the cost of the work, noting that if the firm goes over the GMP, the firm bears the cost, while if the project is under the GMP, the State receives the savings.

Governor Mead noted that the State has already taken many steps to move this project forward and decisions need to be made today about how to proceed. He noted that to continue to delay a decision involves costs that are difficult to calculate. He also stressed that it is important for the CMAR to understand that there is an acceptable GMP and there is no more money available for this project. Mr. O'Donnell agreed that the Capitol renovation project is well underway and the information provided is intended demonstrate that the risk is well covered and there is a high-quality team in place.

Senator Rothfuss requested information regarding the cost efficacy of the timeline and assurance that it is optimized for cost effectiveness. He noted that projects that are artificially accelerated or slowed down can lead to additional costs. Mr. Liljehorn noted the schedule was determined as it times to the market and other competing projects to get ahead of other projects and make sure it is appealing to the subcontractor community. Senator Nicholas asked if the \$8 million exposure includes the lead time for items that need to be procured to begin construction and if those are parameters that the CMAR can operate in until the GMP is executed. Mr. Liljehorn provided examples regarding how long-lead items will be procured in the project. He explained that JE Dunn will need to commit to some costs, such as shop drawings, before the GMP, but will structure these packages carefully to reduce risk while maintaining the schedule to ensure delivery of material on site during construction.

He explained that there are still some details to finalize in the CMAR agreement and the AG's Office is seeking approval to negotiate modifications, as necessary. For example, the parties are still negotiating the amount of daily liquidated damages. He explained that the base contract is based on the form used on school facilities projects and is used for every school constructed using the construction manager model. He explained the key features of the agreement, noting that JE Dunn will be the State's construction manager during the preconstruction phase to work with the design team and address constructability issues that arise. The construction manager will also assist with identifying and obtaining the best value and best product for the State. Once the GMP is negotiated and construction begins, JE Dunn will ensure the project is constructed properly. The AG's Office has been working with JE Dunn and have worked out minor differences on the document.

Senator Bebout asked about the provisions in the contract for incentives or penalties to meet the project schedule. Mr. O'Donnell explained that on the penalty side, negotiations are ongoing regarding liquidated damages. The incentive side provides general conditions, which are the mobilization and manpower costs, identified for 33 months of critical path, which will be attached to the contract. If JE Dunn completes the work early, they will retain the general conditions for the months the work is completed ahead of schedule. Senator Bebout asked for clarification of the proposed date of completion, and Mr. O'Donnell confirmed it is currently estimated to be August 2018.

Senator Bebout also asked about the provision for the CMAR to access the contingencies without prior approval and whether it works because the amounts remaining are retained by the owner. Mr. O'Donnell noted that this is the format for school projects and it works well and will not occur without consultation with the design team, owner's representative and AG's Office. Senator Bebout also expressed the need for the Oversight Group to be involved in any major changes that could impact the direction of the project and asked if this role is included in the agreement. Mr. O'Donnell said that it is included in the concepts of the role of the construction manager during the preconstruction phase of the project toward final design and construction documents. Mr. Liljehorn noted that the construction manager will have a set of construction documents that will have to be complied with for construction. The purpose of the contingencies is that, for large and complex projects, there may be items that are missed or are more difficult to address than anticipated to comply with the construction documents. He explained that a lot of the work will be hard bid through subcontractors and anything that is different will need to be paid for by the CMAR. The contingencies do not go to the CMAR, but are used to address issues that arise to keep

the project on schedule and the CMAR will need to make day-to-day decisions in a timely manner and that is the reason for the access to the contingencies by the CMAR.

Senator Bebout also expressed concern about change orders and the importance of having a good scope of work and design documents going into construction. He noted it is critical for the architect and construction manager to have good plans for subcontractors. Mr. Callinan noted that part of the value of the construction manager is to work with the design team and not proceed into construction with less than satisfactory documents.

Representative Throne asked when the AG's Office will have all of the contract documents associated with the draft agreement. Mr. O'Donnell explained there are a number documents that will be amended into the base CMAR agreement as attachments that will be incorporated during design development and the creation of construction documents as the project progresses.

Senator Nicholas moved to authorize the Attorney General to negotiate and complete a final agreement for the CMAR, and to include that \$8 million to \$8.5 million is the amount of funds put at risk and to put everything back together if the project does not proceed based on the GMP negotiation. The motion was seconded and Senator Rothfuss noted that the lease agreements and other obligations fall outside of the CMAR's control and are not part of the negotiation between JE Dunn and the AG's Office. Senator Nicholas clarified that it will require the full project team effort to advise on all costs to put everything back in place. The motion carried.

DECISION – LEASE AGREEMENTS

Mr. O'Donnell presented information on the 2020 Carey Avenue property, which will provide temporary space for the elected officials and their staff and it is a well-suited building for the elected officials and two of the floors are already Class A office space, but other needed tenant improvements will be significant at around \$1.7 million. He explained that the AG's Office is currently in negotiations with the owner over the square foot costs and requested flexibility and the latitude to continue to negotiate. Representative Brown asked about whether the \$1.7 million for tenant improvements is included in the risk identified to the project. Mr. O'Donnell stated that the State will have spent the \$1.7 million by the time the GMP is determined. Senator Nicholas noted that if the \$1.7 million is spent on tenant improvements and the Capitol project did not proceed that there are other leases A&I could terminate that do not have as favorable of lease rates.

Senator Rothfuss suggested providing additional extensions in the lease and moving other state employees in the space when the elected officials move out, so the State can get as much return on the tenant improvement investment as possible. Mr. O'Donnell noted that this approach would have advantages and disadvantages and could obligate the State for occupancy not yet identified. Senator Nicholas suggested including language that allows the State the option for extensions, but does not obligate the State and then choose whether or not to exercise the option in the future based on other lease rates for properties housing State employees. Mr. O'Donnell stated that this language could be added.

Senator Nicholas moved to authorize the Attorney General to move forward with the lease on the 2020 Carey Avenue property and to negotiate modifications, subject to securing options for the lifecycle of tenant improvements. The motion was seconded and Governor Mead asked whether the lease could include the option for first right of refusal. Representative Brown stated that including first right of refusal is a good idea with tenant improvements in the lease rate, because if the landlord capitalizes on the tenant improvements, the State should have the opportunity to realize the same return on that investment. Mr. O'Donnell stated that the lease could include that option. The motion carried.

Mr. O'Donnell provided information about the property proposed for the Department of Environmental Quality at 200 West 17th Street. He explained that the fundamental terms are the same from lease to lease and follow the same format that the Oversight Group approved for the Jonah property in January. He explained that the owner wants to perform the tenant improvements on the property for a higher lease rate. Senator Nicholas noted that the square foot dollar cost, even when you amortize costs, is still higher than the previous space. Mr. O'Donnell explained that the State may not be able to hold the price per square foot being negotiated on the previous lease and believes the two will be fairly close by the time they are finalized. Representative Berger moved to allow the Attorney General to negotiate the lease on the 200 West 17th Street property. The motion carried.

Senator Nicholas noted that on all of the leases being negotiated, the square footage costs are lower than what the State is currently paying to lease other facilities in Cheyenne. He recommended including provisions in all of the leases that are being negotiated for two options of five-year successive periods. Then A&I would have the option to move State employees into more competitive leased space when these properties are no longer being used for the renovation project. Mr. O'Donnell stated that all leases will be negotiated with these options.

Mr. O'Donnell presented information for the 614 South Greeley Highway property to house Workforce Services and explained this lease is the least mature and there have been no active negotiations over the lease terms. He stated that the AG's Office could negotiate the terms and request approval at an upcoming meeting or could move forward under the same conditions that have been approved for the other leases. Representative Brown moved to authorize the Attorney General to negotiate a lease for the 614 South Greeley property within the scope of the other leases that have been approved. The motion carried.

OTHER ITEMS

Herschler Exterior Subcommittee Update

Chairman Ross provided a status report on the work of the Herschler Exterior Subcommittee. He noted that he, Senator Nicholas and Representative Berger are serving on the Subcommittee, along with Advisory Task Force members, Deputy Secretary of State, Pat Arp; and public member, Jayne Mockler. He explained that the design team provided the Subcommittee with updated concepts to review. He summarized the direction of the Subcommittee to eliminate the metal louvres on the outside of the building and include more stone around the windows in the design. He stated that the Subcommittee is making good progress. Senator Nicholas noted that the direction is to provide windows with a surround of stone, similar to what exists on the Supreme Court Building on the Capitol Avenue side of the building. The design team will refine the designs based on feedback for review at the next Subcommittee meeting.

Governor Mead asked if the latest design fits in the cost estimates to replace the exterior components of the building and whether the full Oversight Group will review the Subcommittee's recommendations at a future meeting and Senator Ross noted that was the intention of the work of the Subcommittee. Senator Bebout requested timeframes for the Herschler exterior work. Mr. O'Donnell stated that the next Subcommittee meeting will occur in two weeks and then information will be presented to the Oversight Group. Senator Nicholas noted that the parameters are needed to ensure the design options are within budget, but there will be tweaking of the design over the next six months.

Project Decision Matrix

Mr. O'Donnell explained that staff is still working to refine the decision matrix to assist the Oversight Group in tracking project decisions (Appendix X). He explained that the document will help track decisions that have been made and pending decisions. Chairman Ross and Governor Mead thanked the staff for the work to develop the document and to clarify what decisions have been made and by whom and to know what decisions are forthcoming.

Authorized Full Time Employee Hiring Status & Communication Plan Update

Mr. Muldrow explained the status for hiring additional employees to assist with the project. He said that A&I has short-listed two individuals for project management roles and both have strong project background and can perform inspections. The second position is intended to assist Mr. Norton and Mr. Egge. He also explained that A&I is working on improving communications on the project including the possibility of a weekly newsletter for stakeholders and weekly meetings with the Legislative Service Office. He explained that the project team will provide meeting materials a week in advance of the next Oversight Group meeting to allow more time to review background information. He stated that staff is available to brief any Oversight Group member about the meeting preparation materials.

Governor Mead and Senator Ross expressed their appreciation to staff for the work to provide meeting preparatory materials in advance of the meeting and their work to ensure the project's success. Senator Ross said that a major concern is to not overtax A&I and he is hopeful that the authorized positions will be filled as soon as possible. Senator Nicholas noted that filling the positions is an executive branch issue, but would like to have discussions with the Governor about staffing on both the legislative and executive side for the project.

Mr. Muldrow requested input regarding how often the Oversight Group should meet. The Oversight Group requested monthly meetings until the GMP is finalized. Governor Mead stated that the Oversight Group does not want any surprises on the project. He stated that in addition to Oversight Group meetings once a month, if there is something that happens in between meetings that may be a surprise, staff should provide that communication immediately to the Oversight Group. The Governor thanked the members of the Advisory Task Force for their work to bring the project to this point. He noted that many people are invested in the success of the project.

MEETING ADJOURNMENT

There being no further business, Co-chairman Ross adjourned the meeting at 9:54 a.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	Legislative Service Office
3	CMAR Process	Budget Risk Profile	JE Dunn
4	Process, Roles, Communication	Organizational Chart	Attorney General's Office
5	CMAR Process	JE Dunn Background	JE Dunn
6	Budget and Expenditures	Budget vs. Cost Summary	Department of Administration and Information
7	Project Timeline	Tentative Project Summary Schedule (1)	Department of Administration and Information
8	Project Timeline	Tentative Project Summary Schedule (2)	Department of Administration and Information
9	Project Timeline	Project Timeline	Department of Administration and Information

**Decisions Needed by Oversight Group
Meeting of April 7, 2015**

	1	2
	Herschler Exterior	Capitol Columns
	Tab 6	Tab 7
COST	Within budget	Saves \$1 million
TIME	See attached summary	Saves 2 months on schedule
COMMENTS	Schematic Design developed with State stakeholders and in consultation with Herschler Exterior Subcommittee. Updated information will be provided following a Subcommittee meeting on April 2.	<p>1890 Section - Opening up the space in the middle actually adds columns near the walls. The load cannot be moved to the perimeter walls because the foundations were not designed for the load. New columns cannot be placed tight to the existing foundations without compromising the existing structure.</p> <p>1917 Section - Cannot move these columns without compromising the existing structure.</p>
PROPOSED DECISIONS	Approval to proceed with design of Herschler Exterior in accordance with Subcommittee's design approach.	Approval to keep the existing structure in the 1890 and 1917 sections of the Capitol Building.



STATE OF WYOMING
 Department of Administration & Information
 Construction Management

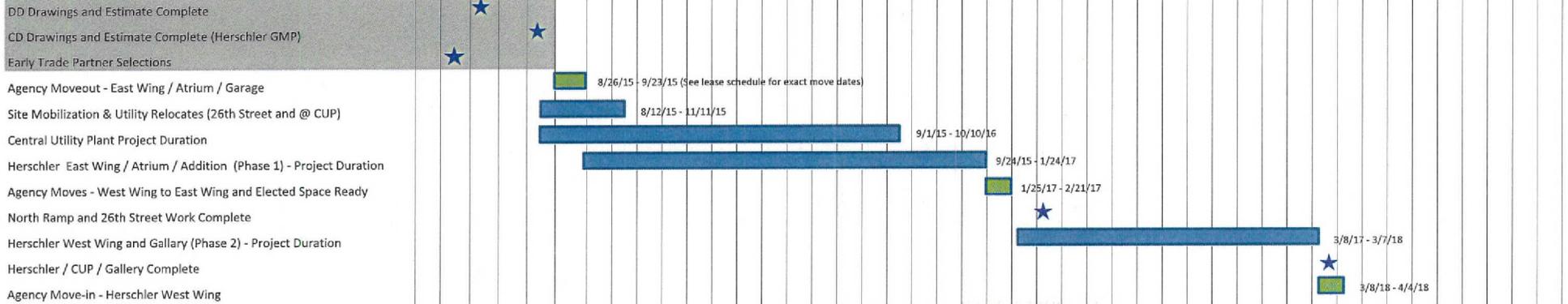
Temporary Space Schedule

Location/Task	Tentative Finish Dates
Kenrick & Idelman	
Design	Fri 3/27/15
Owner Reviews	Fri 3/20/15
Final Cost	Thu 4/2/15
Construction	Tue 7/28/15
Move-In	Tue 8/4/15
Jonah Financial Center	
Design	Fri 4/10/15
Owner Reviews	Mon 4/6/15
Final Cost	Wed 4/15/15
Construction	Fri 9/18/15
Move-In (LSO)	Fri 6/12/15
Move-In	Fri 10/9/15
2020 Carey	
Design	Fri 3/27/15
Owner Reviews	Mon 3/23/15
Final Cost	Mon 3/30/15
Construction	Mon 7/27/15
Move-In	Wed 8/5/15
614 South Greeley Highway	
Design	Wed 4/8/15
Owner Reviews	Mon 3/30/15
Final Cost	Tue 4/14/15
Construction	Thu 8/6/15
Move-In	Wed 8/12/15
200 West 17th	
Design	Thu 4/9/15
Owner Reviews	Wed 4/1/15
Final Cost	Fri 4/17/15
Construction	Fri 8/7/15
Move-In	Fri 8/21/15

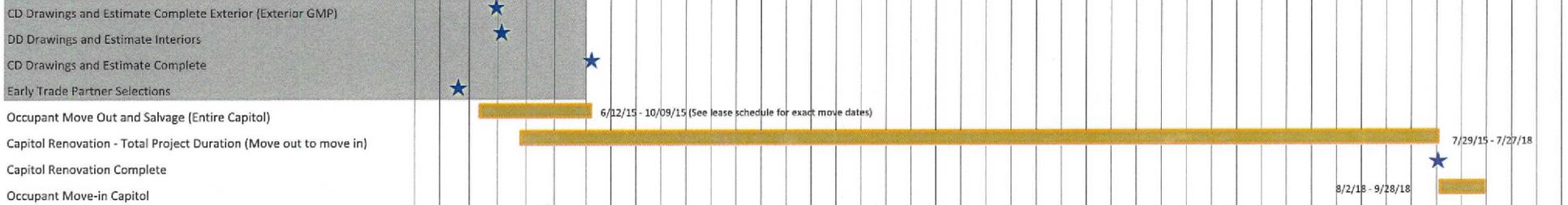
Wyoming Capitol Square

Project Schedule Update 3/30/15

Herschler Building Summary



Capitol Building Summary



Overall Target GMP Date

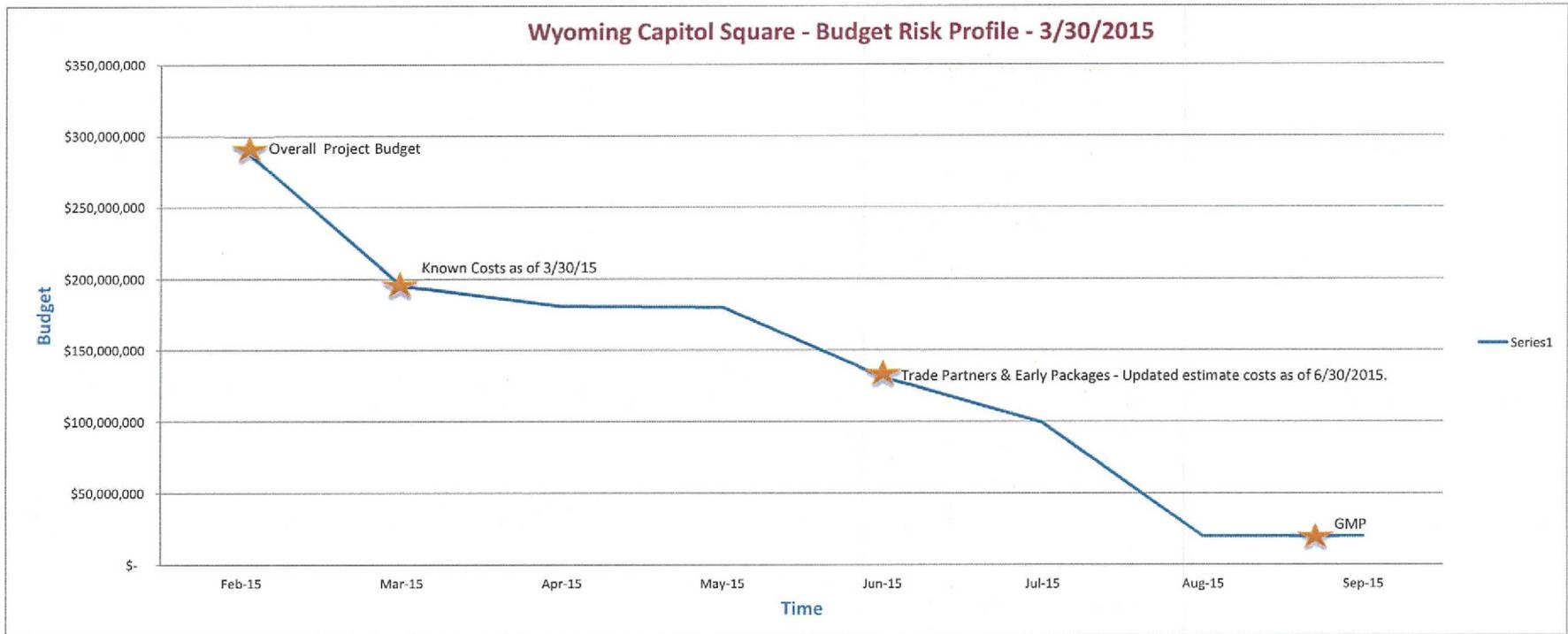
★

Wyoming State Capitol
 March 31, 2015
 Budget vs Cost Summary

Total Project Summary Worksheet

Description	Appropriation	Current Estimates	Variance
Project Budget Summary (Construction)			
Capitol Renovation	\$113,601,000	\$115,523,435	(\$1,922,435)
Herschler & Gallery (Incl skin replacement and additional GSF)	\$108,026,000	\$105,540,476	\$2,485,524
Total Construction Budget	\$221,627,000	\$221,063,911	\$563,089
Estimated Soft Costs			
Temporary Accommodations Allowance	\$7,100,000	\$10,149,918	(\$3,049,918)
Furniture, Fixtures & Equipment Allowance	\$8,500,000	\$9,081,484	(\$581,484)
Estimated Project Costs	\$32,500,000	\$31,000,000	\$1,500,000
State's Project Contingency	\$23,300,000	\$21,000,000	\$2,300,000
Total Owner Soft Cost Budget	\$71,400,000	\$71,231,402	\$168,598
Total Project	\$293,027,000	\$292,295,313	\$731,687

Wyoming Capitol Square - Budget Risk Profile - 3/30/2015



TOTAL PRE-GMP EXPOSURE

Temporary Space Pre-GMP Expense	\$5,001,773.17
Capitol Square Pre-GMP Spend Exposure	\$4,410,000.00
Pre-Committed Costs	\$24,622,219.00
TOTAL	\$34,033,992.17

PRE-COMMITTED COSTS
 (Costs incurred regardless of GMP date)

CMAR PRE-CONSTRUCTION CONTRACT	\$385,000.00
PROBE WORK AMENDMENT	\$130,381.00
ADDITIONAL CMAR PRE-CONSTRUCTION	\$461,368.00
RELOCATION OF HERSCHLER DATA CENTER	\$1,762,000.00
OWNER SOFT COSTS¹	\$1,983,470.00
DESIGN FEES²	\$19,900,000.00
TOTAL	\$24,622,219.00

¹ Includes utilities development fees, commissioning, abatement, ETS relocation, City plan check fees, and Phase III Landscape West parking lot.

² Estimated. Design fees through 100% Construction Documents total \$19.9 million. Pre-GMP exposure is between \$15 million and \$19.9 million.

Owner Soft Cost (Estimates)

Utilities Fees	LS	1	700,000	700,000
Commissioning (Part of contract for DD/CD)	LS	1	228,884	228,884
Abatement Capitol	LS	1	125,000	125,000
Abestos Testing	LS	1	9,500	9,500
ETS	LS	1	200,086	200,086
City of Cheyenne (Plan Check Fee)	LS	1	470,000	470,000
Phase III Landscape West Parking Lot	LS	1	250,000	250,000

Total

\$1,983,470



Capitol Square Project Herschler Building Exterior Design - Update

A. Introduction

This update summarizes the technical and serviceability issues related to the exterior wall system of the Herschler building. The primary focus of this update, however, is to summarize the status of the aesthetic development of this important building.

B. Current Design

- The existing wall has design issues which expose the owner to energy inefficiency, potential health and safety issues, and potential structural issues.
- The existing wall has deferred maintenance issues which exacerbate the design issues
- Whereas there are some that like and appreciate the aesthetics of the Herschler building today, it appears that most find the aesthetic brutal and uninviting.



C. Schematic Design

- HDR recommends full replacement of the walls.
- The Schematic Design submittal represented a design developed with State stakeholders. The design seeks to open up the façade to light and create a presence on the Capitol Square.



D. Subcommittee Update

- The subcommittee has directed the design team to develop a specific approach to the design.
- The current design has been estimated by JE Dunn and found to be within the established budget.
- It is important to keep an aggressive meeting schedule with the subcommittee to bring this design work into line with the document production for the project. The group is meeting (nominally) every two weeks. The design team will seek the Oversight Group's approval for the design at the May Oversight Group meeting.





Capitol Columns – 1890 Section

Page 1 Current design – shows the current layout of spaces with the existing structure

Page 2 Schematic Design (SD) Set (1/30/2015) – shows the proposed layout of spaces with 4 columns

Page 3 HDR investigation – shows the proposed layout of spaces with the existing structure

The design team understands the desire to remove columns to create open space for future flexibility. The trade-off for opening up the space in the middle actually adds columns near the walls. The team cannot simply move the load to the perimeter walls because the foundations were not designed for the load, and cannot place the new columns tight to the existing foundations without compromising the existing structure.

The recommendation to keep the existing structure in this area is founded on the belief that the existing structural system layout will be more forgiving to future planning than the 4-column system shown in the SD Set.

As a case-in-point, pages 4 through 8 illustrate the Ceremonial Conference Room in the Governor's suite.

The recommendation to keep the existing structure will save \$1 million and two months on the schedule.

Capitol Columns – 1917 Section

Page 1 Schematic Design – shows the schematic design space layout with the existing structure

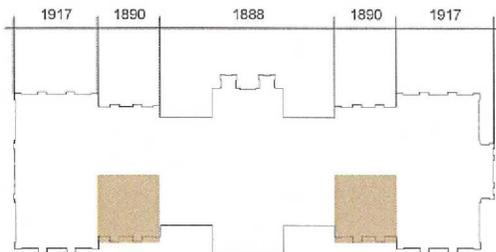
Page 2 HDR Investigation – shows the schematic design space layout with the proposed structure which removes two columns



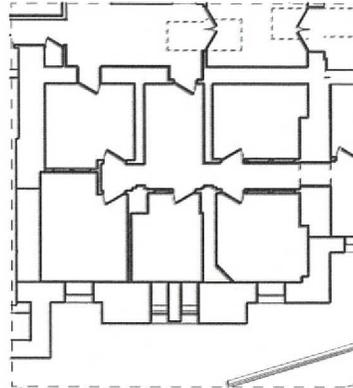
Capitol Square Project 1890 Columns

Current Design:

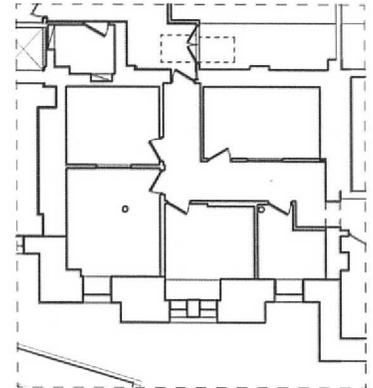
- Bearing walls & Post and Beam
- Varies east and west, but typically two bearing points (columns)
- 1st Floor East has historic fabric from 1890 Library (Corinthian column capitals)
- There is no cooling or ventilation air system (only radiant heating at exterior wall)



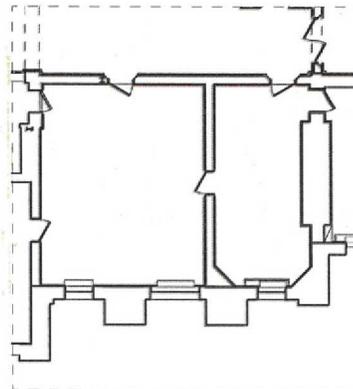
Key Plan



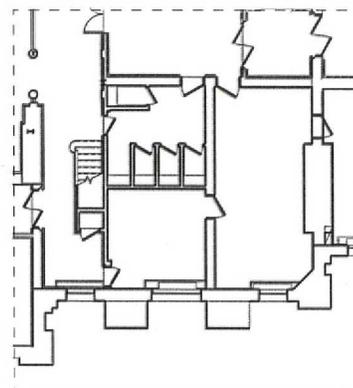
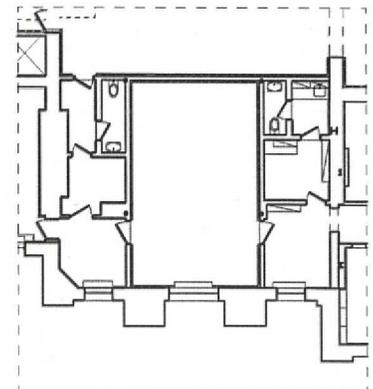
Garden Level
West



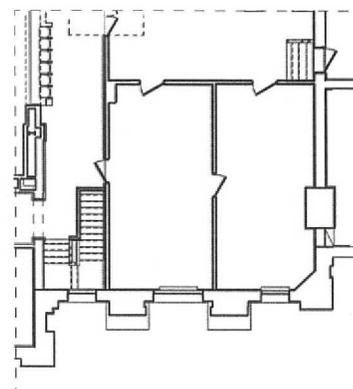
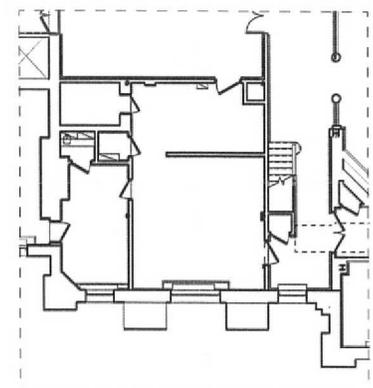
East



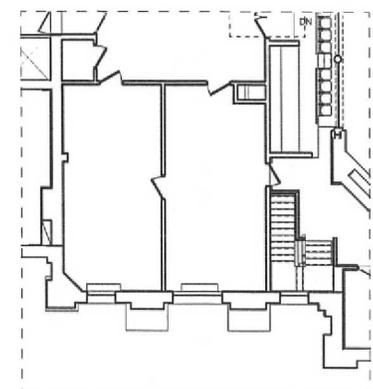
First Floor



Second Floor

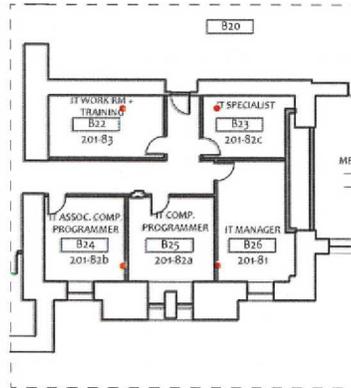


Third Floor

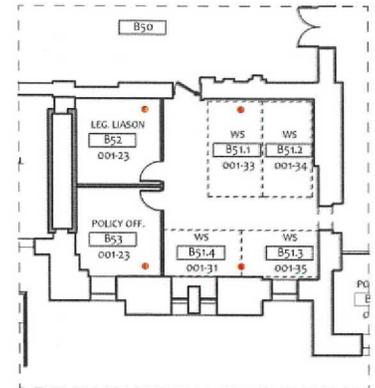


Schematic Design:

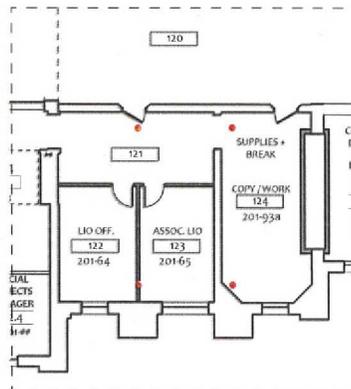
- All new floor plates (integral beams)
- Four new columns – about 2'-6" off adjacent wall
 - ◊ Whereas this creates volume at the center of the 1890 area, the perimeter columns create problems with office furniture layouts and meeting room circulation
- New air systems – requires coffered ceilings to distribute ducts
- Move historic column (and reuse columns from north side)
- Difficult interface / constructability with respect to historic chamber (walls and floor)



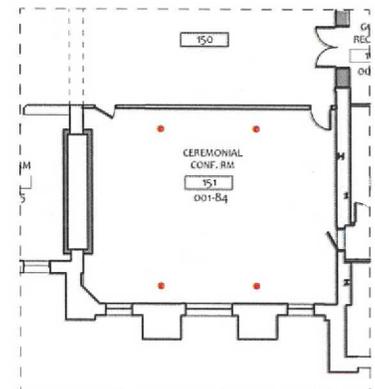
Garden Level
West



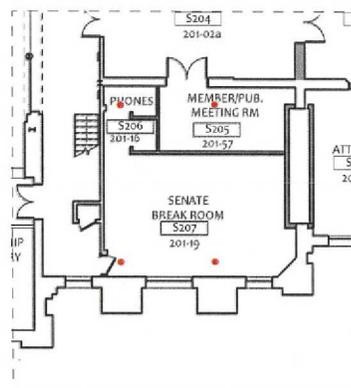
East



First Floor

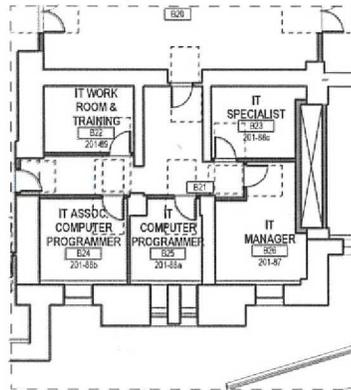


East

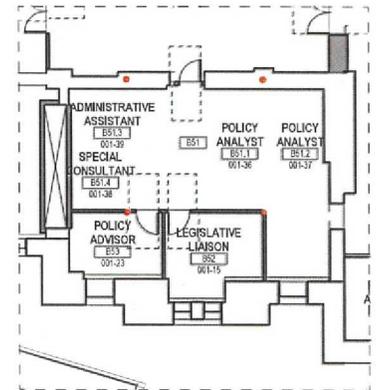


Investigation:

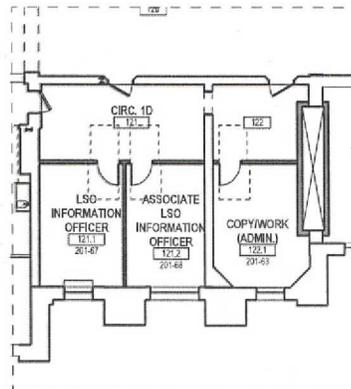
- Current Design + New air systems (with coffers)
- Air distribution issues
 - ◊ Under beams creates ceiling height challenges
 - ◊ Through bearing walls not difficult
- Layout issues
 - ◊ Garden level and 1st floor appear workable
 - ◊ 2nd and 3rd floors appear workable per discussion with Legislature. These are generally not ‘primary’ spaces and columns should be manageable
 - ◊ Local column adjustments can be accommodated...just need to address beam implications with air distribution
- Deduct about \$900,000 from construction cost estimate
- Deduct about two months from construction schedule



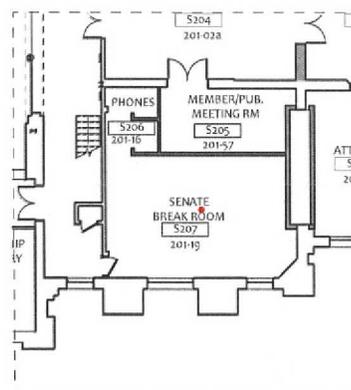
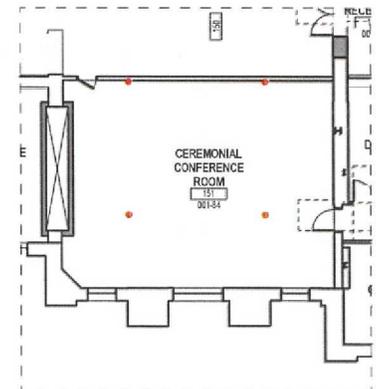
Garden Level West



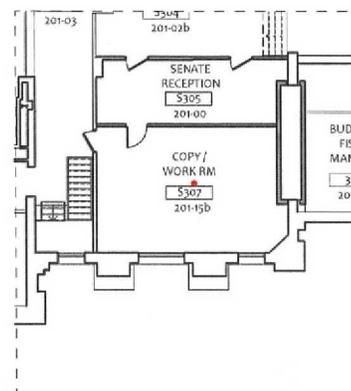
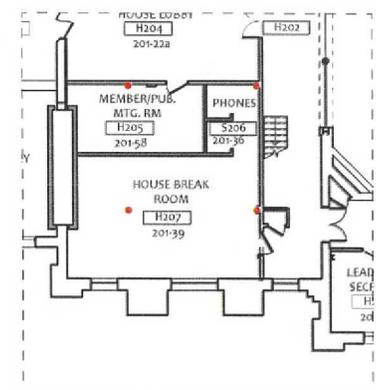
East



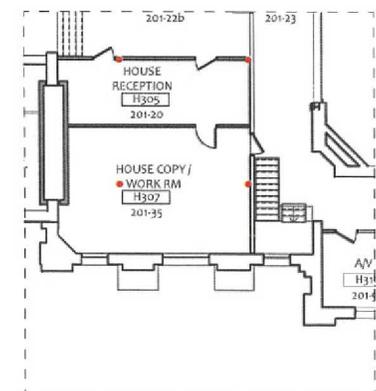
First Floor



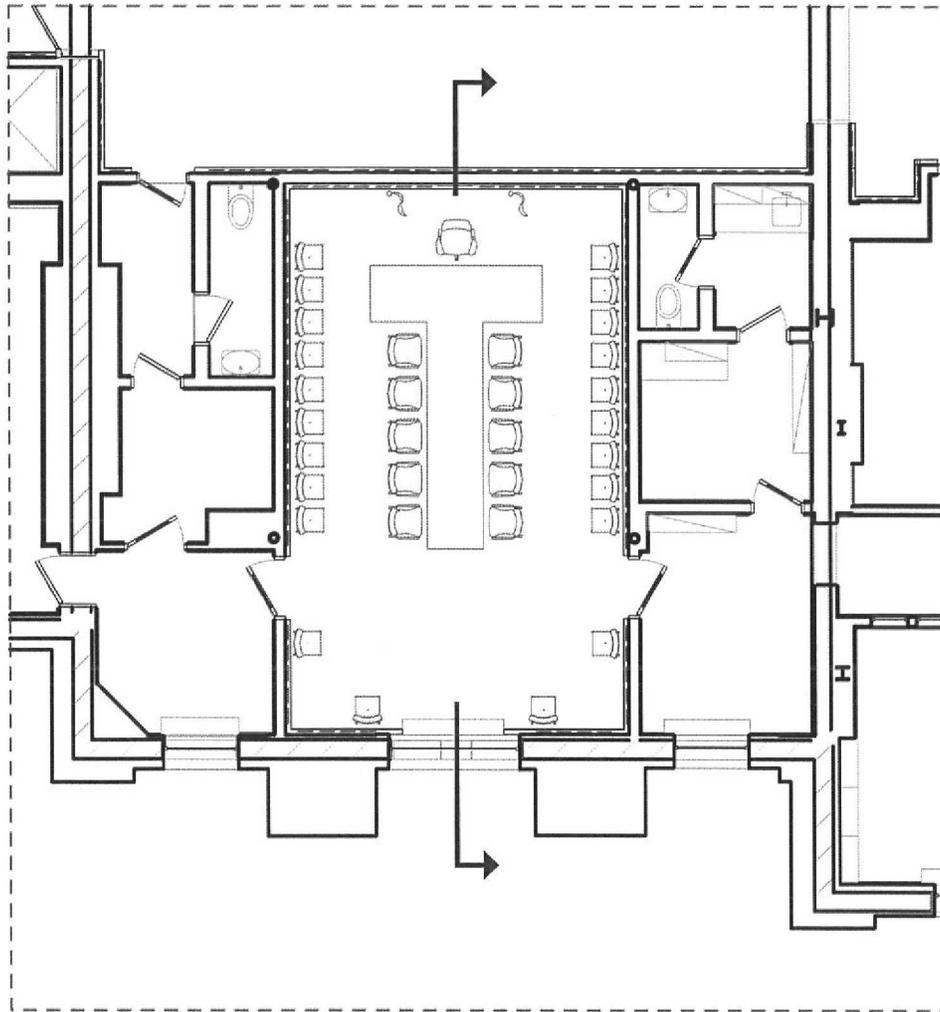
Second Floor



Third Floor

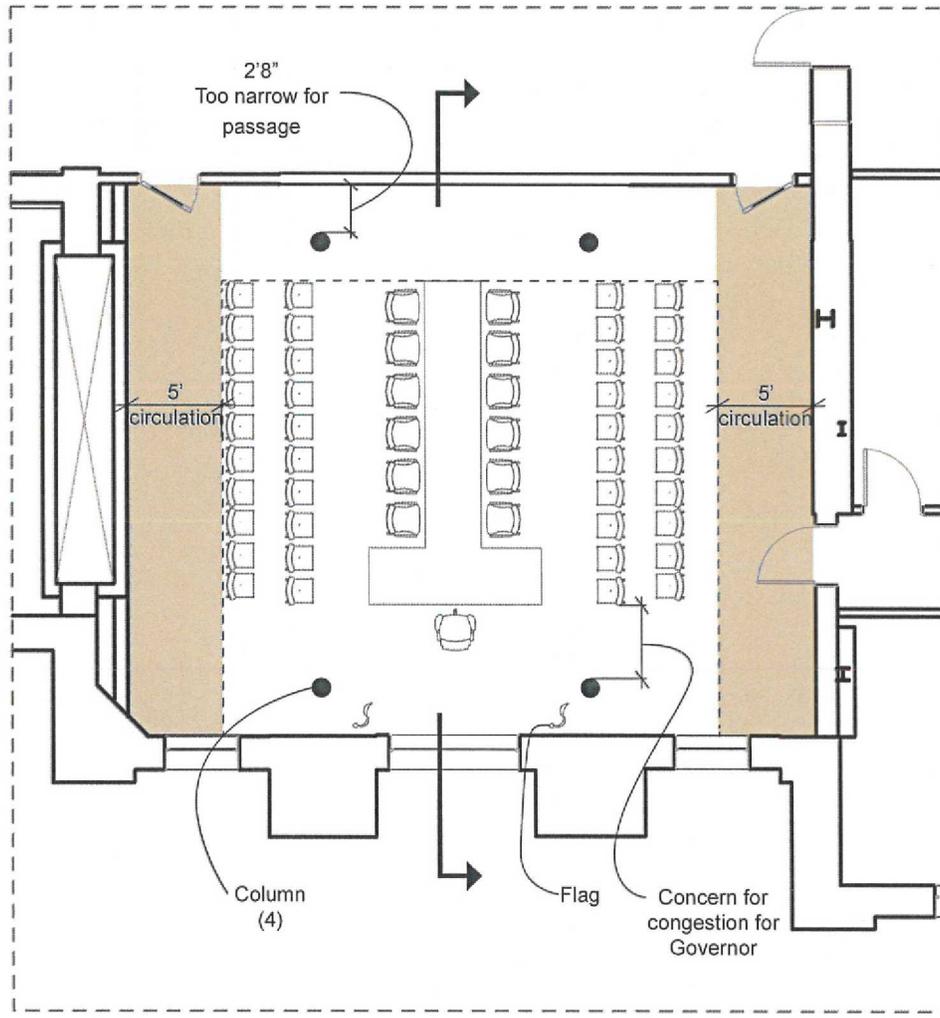


Current Plan:



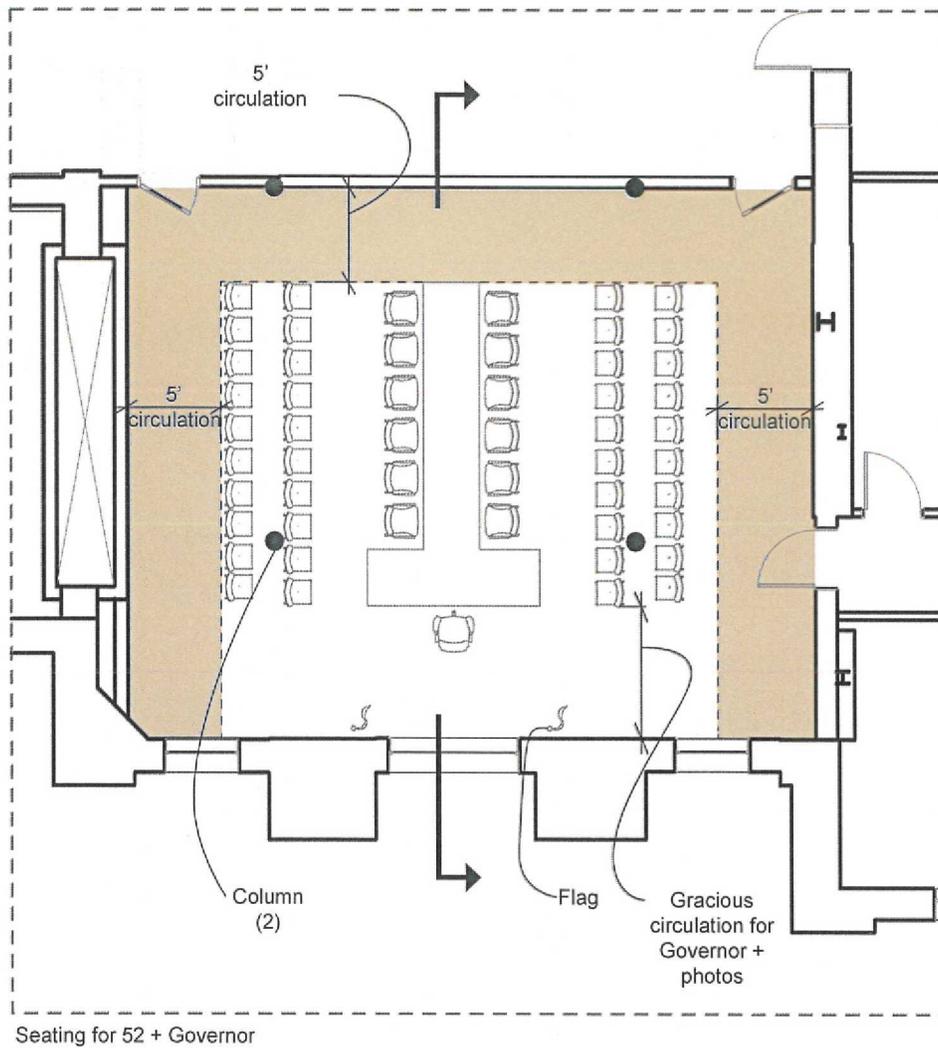
Seating for 32 + Governor

Schematic Design - New Structure



Seating for 52 + Governor

Investigation - Existing Structure





Current Ceremonial
Conference Room:



Schematic Design:
New Structure



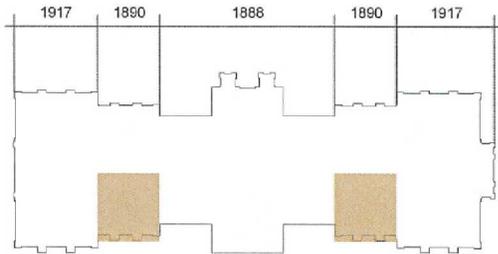
Investigation:
Existing Structure



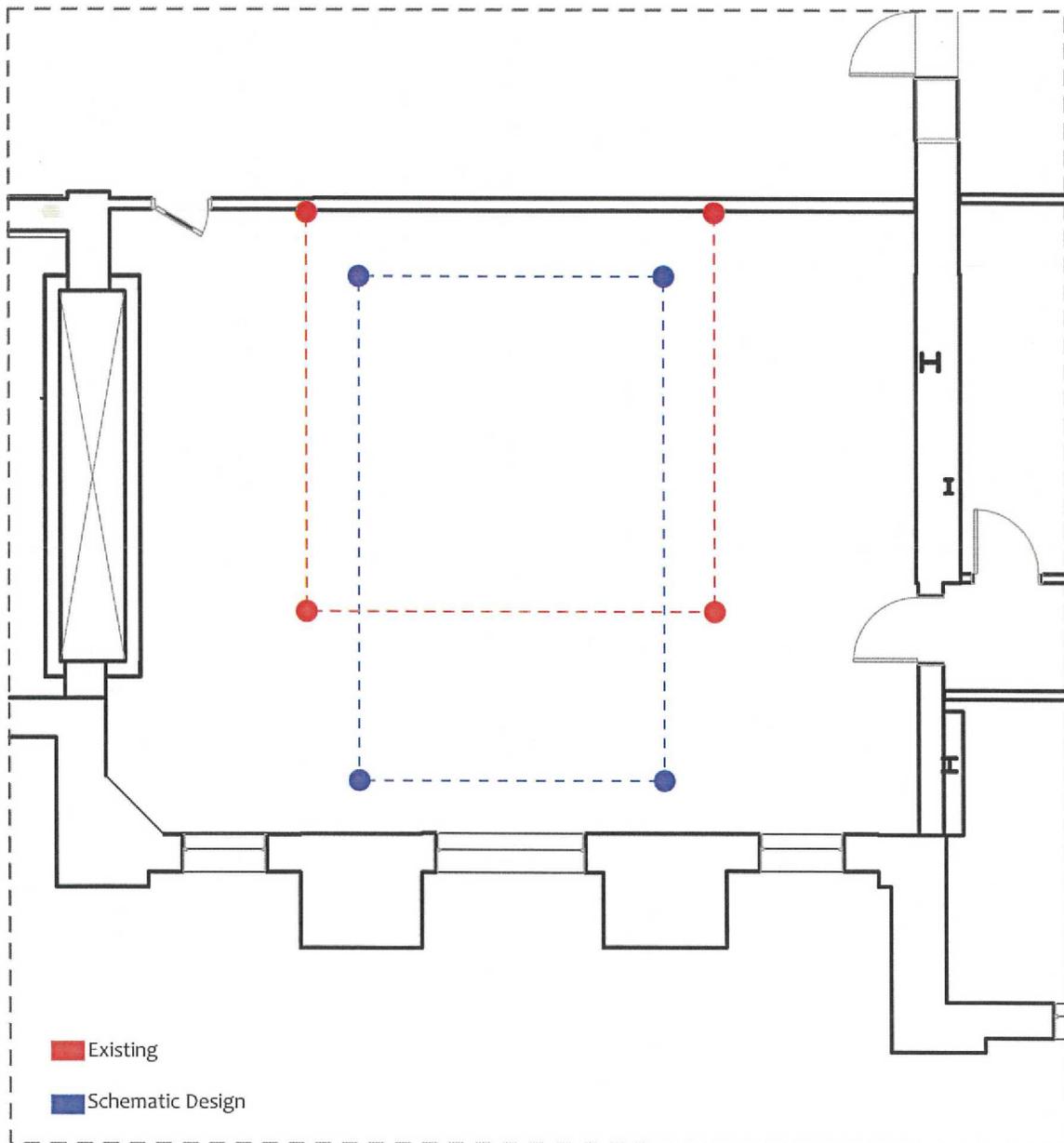


Capitol Square Project 1890 Columns - Governor's Ceremonial Conference Room Study

Existing Structure Versus SD Structure



Key Plan





Capitol Square Project

1917 Columns

A. Schematic Design – with existing structure

- Bearing walls & Post and Beam
- 2nd floor is historic fabric for the Senate Chamber
- Regular column spacing tends to support consistent and regular space planning.
- Beam depths are currently creating challenges for adding new heating and cooling air distribution. Not fully resolved at this time, but appears workable.

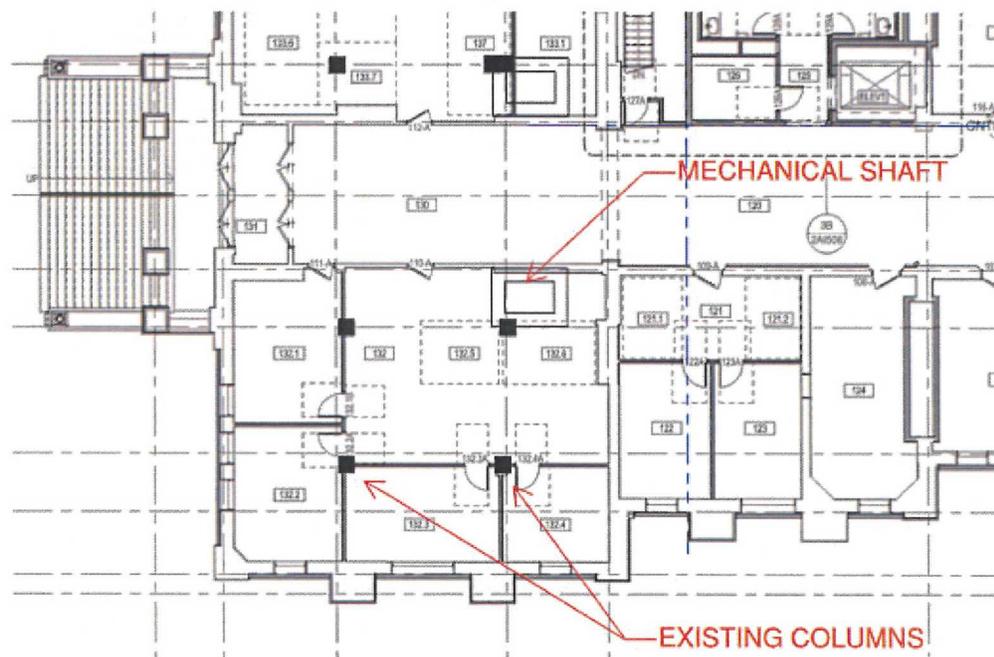


Figure A-1 – Schematic Design Plan with existing Structure

B. Investigation – remove columns

- Assumptions
 - Structural changes should not affect the Historic Senate Chamber floor.
 - HDR selected two columns to be removed for this investigation.
 - Real space planning benefit appears to occur only with removal of two
 - Option of removing only one column may be considered however this option tends to create only local benefit and yet implies all of the same challenges represented with removing two columns.

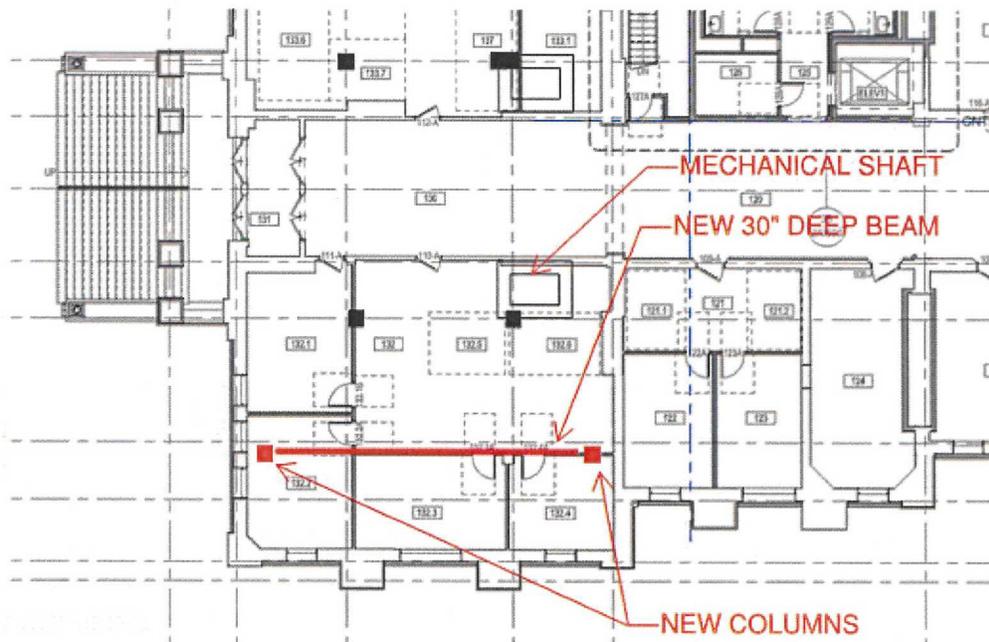


Figure B-1 – Schematic Design Plan with new proposed structure

➤ Comments

- Removing two columns requires adding columns adjacent to the bearing walls.
 - Add underpinning for new foundation
 - Add rework of 1st floor framing to accommodate change in structure
- Preliminary beam sizing indicates a 30' deep beam is required to accommodate the span. This beam would be located below existing structure. The full depth imposed on the room would be greater than 30" to accommodate connections – add 3".
- Ductwork crossings are currently sized at 14" – add 5" for devices and construction. Allow 2" for finishes.
- Garden Level - Height to underside of structure at Garden Level is nominally 10'-6" – finished head room would be 6'-0" – impassible.
- 1st Floor - Height to underside of structure at 1st floor is nominally 14'-0" – finished head room would be 9'-6".
 - Historic Window heads and Door frames (top of trim) is at about 12'-4"
 - Passage is code compliant, however the 1st floor, intended as a grand, important floor, will be diminished with the imposition of this deep beam.
- Columns adjacent to exterior walls
 - creates conflict with existing windows
 - impedes space planning flexibility



- Cost and schedule implications
 - Detailed report not available at this time.
 - Construction Cost and schedule will be negatively affected as the foundation work is the 'Critical Path' for construction.
 - Design Cost and schedule will also be negatively affected, as this work will require 2-3 months added design time. This design change is a significant revision to the structural system.
 - Not addressed here, however this design change is also a significant change to the mechanical system (these changes would be addressed concurrently with the structural design work).
 - Coupled with the Critical Path of construction, this design change will delay start of construction for the Capitol by about 3 months, and delay completion as well (estimated 4 months...3 design, 1 construction). This delay jeopardizes occupancy of the Capitol for session.



Capitol Square Project

Executive Summary – Capitol Square Design

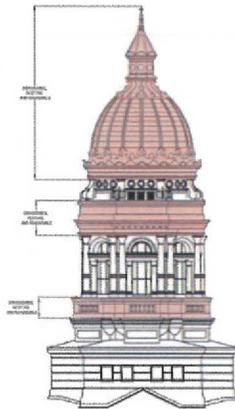
Schematic Design Phase

The Capitol Square project has many components. This summary will address the Capitol, the Herschler building, the Executive Office Building, the Capitol Square Site, the east parking lot, and the west parking lot.

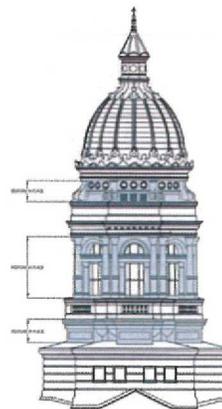
The work for the Capitol is based on the requirements, goals, and aspirations outlines in the Level I Reconnaissance / Level II Feasibility report. Fundamental to this scope is providing systems for the safety and protection of the people in the Capitol, and the Capitol itself. The Capitol is a National Historic Landmark and the Secretary of the Interior's Standards for the Treatment of Historic Properties are used to guide the respectful restoration and rehabilitation of the Capitol.

Capitol

- Dome – restoration
 - Some portions fully removed for repair/refurbishment
 - Some portions remain in place
 - Work based on research and observed damage
 - 1) Structural will be reinforced without changing load paths
 - 2) Finishes will be restored, with materials repaired and replaced, as necessary
 - 3) No environmental changes planned, i.e. no new mechanical systems are being added. The Dome will remain unheated and un-insulated.

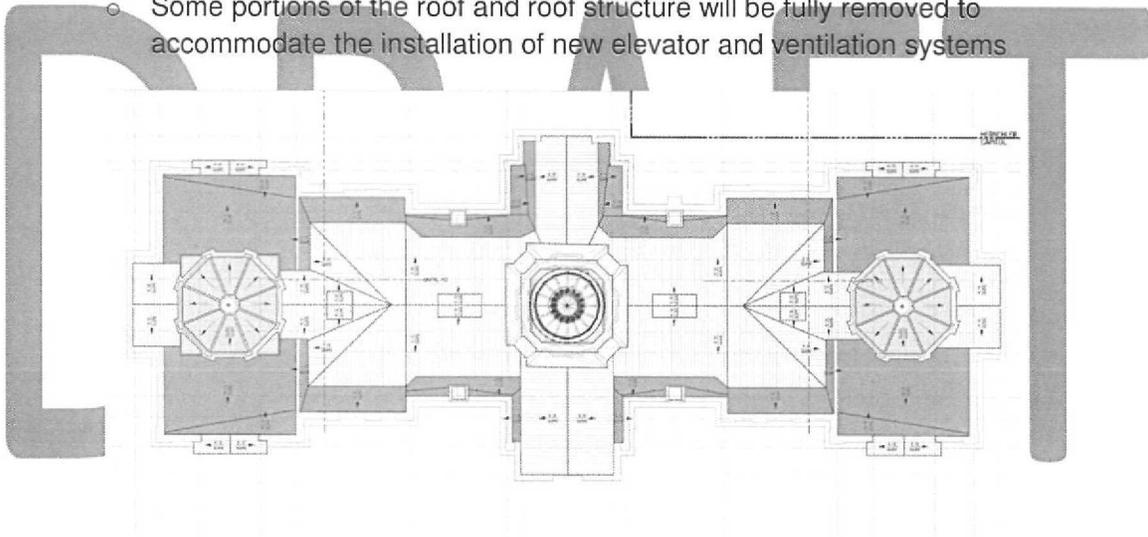


Remove finishes for restoration



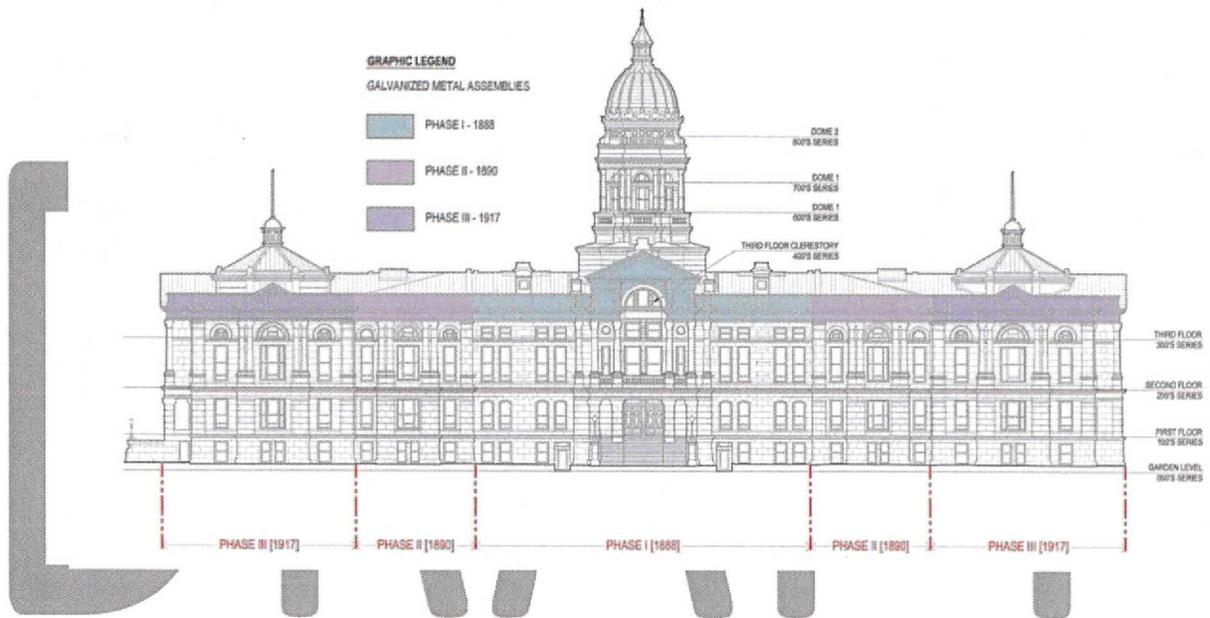
restoration of materials in place

- Roof – rehabilitation
 - Repair existing skylights, taking care to address leaks in the assembly. However, no replacement expected.
 - The historic skylight openings, which once allowed daylight into the building, above the grand stairs in the original 1888 portion, will be brought back with new skylights.
 - Existing openings in the roof, above the 1890 portion of the building, which had been closed, will be re- opened to accommodate the new smoke evacuation system and to provide safe roof access, but remain sympathetic and consistent with historic roof features
 - Penetrations in the roof envelope will be minimized to provide for safe working conditions for maintenance and to facilitate any necessary repairs over time
 - New protective overlays will be added to the skylights at both the Senate and House chambers.
 - Some portions of the roof and roof structure will be fully removed to accommodate the installation of new elevator and ventilation systems



➤ Cornice – restoration

- The decorative cornice along the top of the exterior walls is comprised of an assembly of galvanized metal
- Probes have not been able to provide a complete understanding of the repairs required or a detail of repairs which may be necessary; the cornices will be carefully disassembled and examined during restoration
- Where necessary, portions of the cornice will be repaired in-place
- As conditions warrant, portions of the cornice may be removed for repair and reinstallation



➤ Stone – restoration

- Upper courses of stone masonry will be repaired or replaced, as necessary, using similar stone from the original quarry south of Rawlings
- Lower courses of stone masonry will be repaired or replaced, as necessary, using similar stone from the original quarry near Fort Collins
- Recommendations for repairs are based upon observations made by the design team
- A design-assist contractor specializing in the restoration of historic masonry will help identify and recommend specific repairs
- The scope of work includes cleaning and tuck-pointing all stone masonry on the building
- Where necessary, specific portions of the stone masonry will be repaired or replaced, including the use of Dutchmen repairs or other methods appropriate to the restoration of historic stone



➤ Windows – Rehabilitation

- Existing non-historic, all-aluminum, windows will be replaced with new units which are sensitive and sympathetic to the details of the original windows depicted in historic construction drawings
- New window units will be operable, double-hung or hopper-style windows, with stops to provide safety limits
- All window units will incorporate modern, insulated glass, to improve building performance and help reduce building energy use
- Lower-level windows will also incorporate laminated glass to help reduce damage to window units at grade-level.

➤ Interior Spaces

- Due to the complexity of uses within the building, interior spaces have been grouped into Preservation Zones, which help determine the types of treatments applied to historic materials within the building
- The Rotunda, the main, public corridors, including the grand stairs, and the Senate and House chambers, will receive a Restoration treatment, based on the Secretary of the Interior's Standards for the Treatment of Historic Properties, returning historic materials and finishes to the 1917-1925 period of significance
- Remaining portions of the building containing historic materials and finishes will receive a Rehabilitation treatment, allowing for the incorporation of new building service systems which extend the life and flexibility of the building.

- Specific portions of the building where historic elements do not or no longer exist will be renovated to provide new facilities and systems which are complimentary and sympathetic to the building's historic nature.
- Connection to Herschler (Gallery)
 - 1) The connection between the Herschler office building and the Capitol is reinforced with a newer, more formal Gallery and transition into the Capitol building
 - 2) The new transition space within the Capitol, from the below-grade Gallery establishes a new but traditionally-appointed space with historically-sensitive finishes, that guides building occupants through new staircases or an accessible lift in a manner that respects the significance of the Capitol.
- Capitol Occupants
 - 1) Governor suite at 1st floor and Garden Level
 - 2) Attorney General office at 1st floor
 - 3) Legislature at all levels
 - 4) Office space for Elected officials at 1st floor
- Restrooms
 - 1) New restroom cores have been designed into each floor level of the building, making facilities readily available throughout
 - 2) New restrooms, which are accessible from the Senate and House chambers, now provide private facilities specifically for legislator use, separate from public facilities.
 - 3) All restrooms are now fully-compliant with the requirements of the Americans with Disabilities Act
 - 4) All restrooms will have modern, water-saving fixtures, in aesthetically appropriate finishes
- Elevators
 - Two new elevators
 - 1) one at east and one at west
 - 2) provide access to all levels of Capitol (except Gallery level)
 - 3) sized for accessibility and emergency medical response.
 - New lift at Gallery connection.
- Structural Systems
 - Where necessary, the building's structural masonry and steel frame are being improved to accommodate both new uses and resistance to potential seismic activity
 - Structural improvements accommodate new restroom cores, new elevators, and new heating, ventilation, and air conditioning equipment and ductwork
 - Additional structural modifications allow for a more appropriate, respectful transition from the below-grade Gallery connection from the Herschler building, into the Capitol



- Improvements to the structural systems include
 - 1) New underpinnings to reinforce foundations under which building utilities and services will run
 - 2) The relocation of selected columns necessary to make specific spaces more flexible for current and future uses
 - 3) Restructuring of the roof over the 1890 portions of the building, to facilitate new elevators, new plumbing and fire protection systems, and new heating, ventilation, and air conditioning equipment
- Mechanical, Electrical, and Plumbing (MEP) Systems
 - All occupied spaces throughout the building will now have controlled heating and cooling systems
 - 1) Heating includes complimentary forced-air and radiant systems
 - 2) Cooling systems are forced air
 - 3) All spaces will have separately-zoned temperature controls
 - All electrical systems will be replaced with modern, code-compliant devices
 - New data network and technology-related infrastructure will be provided
 - Full coverage for cellular and wireless technologies, and for emergency services radio frequencies will be provided
- Lighting Systems
 - All lighting is being updated with modern LED lamping technology (limited use of fluorescent lamping and no incandescent lamping).
 - Historic fixtures shall be restored and modified for new technology
 - Historically sympathetic fixtures will be provided for a consistent, respectful appearance (inside and outside)
 - Lighting of the building will focus on the Entrances and the Dome
 - Lighting of the grounds will focus on pedestrian safety and security.
- Life Safety Systems
 - Provide all new fire sprinkler system
 - 1) Wet pipe typical
 - 2) Dry pipe at 3rd floor and attic spaces
 - Provide all new smoke evacuation system
 - Provide all new automated detection and alarm system
 - Provide all new emergency power for life safety and protection of building systems
- Security Systems – reported under separate cover
 - The full details of the physical security measures are provided in a separate, confidential, and necessarily restricted-access report
 - A new credentialed-access system will provide
 - 1) Access to sensitive and secure areas is restricted to only authorized personnel



- 2) A modern, modular system ensures the capability to expand the system as future needs require
 - Improved surveillance systems will enhance protection throughout the building and across the adjoining site
- Audio-Visual Systems
 - Existing audio and visual systems will be replaced with modern, modular, and easily-expandable systems
 - Infrastructure will be flexible for any adjustments that may be necessary with future systems
- Signage Systems – to be developed during Design Development
 - New signage appropriate to Period of Significance
 - Electronic signage at strategic locations
- Housekeeping

DRAFT



Herschler

➤ Exterior

➤ Interior

- Framework Plan
- Capitol Square Systems (Central Utility Plant support spaces)
 - 1) 1st floor – electrical service rooms
 - 2) 4th floor roof – chillers and emergency power generators
- Building Occupants
 - 1) Executive Office Building
 - Open-Assigned Conference Rooms (scheduled by A&I)
 - Two rooms equivalent to existing B63
 - Two rooms equivalent to existing 1699
 - Additional 10-12 person conference rooms
 - Secretary of State suite at 2nd floor
 - Auditor suite at 3rd floor
 - Treasurer suite at 4th floor
 - Additional space not currently assigned
 - 2) Herschler Building
 - Gallery level
 - Legislature Committee Rooms (four)
 - Legislative Session Staff
 - Legislative storage
 - Capitol Club
 - Media
 - WHP
 - Capitol Square building services (dock, waste, service)
 - 1st through 4th Floors – Agency Offices (assignments to be determined)
 - Department of Revenue
 - Department of Environmental Quality
 - Department of Audit
 - Engineering
 - Workforce Services
 - State Lands
 - Enterprise Technology Services
 - Board of Equalization
 - Environmental Quality Council

➤ Elevators

- Refurbish 4 existing passenger elevators serving the east and west wings of the Herschler building.
- Refurbish 1 existing service elevator



- Provide 4 new elevators primarily serving the Executive Office Building and guests.
- Structural Systems
- MEP Systems
 - Provide all new heating and cooling for entire occupied building
 - 1) Forced air and radiant systems
 - 2) Zoned thermostats
 - 3) Distribution rooms at each floor, each wing
 - Provide all new electrical and information technology
 - 1) Distribution rooms at each floor
 - Provide comprehensive radio, wireless, and cellular coverage
- Lighting Systems
 - All lighting is being updated with modern LED lamping technology (limited use of fluorescent lamping and no in candescent lamping).
 - Lighting of the building will focus on the Entrance.
 - Lighting of the grounds will focus on pedestrian safety and security.
- Life Safety Systems
 - Provide all new fire sprinkler system at Executive Office Building
 - 1) Wet pipe typical
 - Modify existing fire sprinkler system to revised space layouts
 - Provide all new smoke evacuation system
 - Provide all new automated detection and alarm system
 - Provide all new emergency power for life safety and protection of building systems
- Security Systems – reported under separate cover
 - Credentialed access
 - 1) For secure areas
 - 2) Capability for future expansion of system
 - Surveillance and protection systems
- Audio-Visual Systems
 - Full replacement of existing systems
 - Provide infrastructure for future systems
- Signage Systems – to be developed during Design Development
 - New signage
 - Electronic signage at strategic locations
- Housekeeping



- Service Dock
- Catering Kitchen

Central Utility Plant (CUP)

- Exterior
- Interior
- Structural Systems
- MEP Systems
- Lighting Systems
- Life Safety Systems
- Security Systems

Capitol Square Site

- Master Plan – all planning for the Capitol Square project has been developed on the principles set forth in prior Capitol District master plans and as cited with the Level I/II Report. Planning initiatives seek to unify the Capitol District with a consistent planting plan, structured building acquisition and development, and a holistic approach to space planning.
- One Site – the site planning for the Capitol Square site has focused on unifying the landscape of the Capitol and Herschler building.
 - Clear, symmetrical pedestrian paving systems
 - 1) Reinforce historic paving patterns and site organization
 - 2) Central spines to entrances (with snow-melt heating)
 - Retain trees where possible and add trees which reinforce a symmetrical, park-like setting
 - Develop a master plan for trees which is mindful of
 - 1) Memorials
 - 2) Views of the Capitol
 - 3) A history of tree-lined streets
 - 4) Management of species on the site
 - All new irrigation systems
 - Integrate event power and technology connections at strategic location on the site
 - Integrate security systems



- Circulation
 - Guests
 - 1) parking provided at East Parking lot,
 - 2) entrances to Capitol at North and South entrances, 1st and Garden Level
 - 3) entrance to Herschler at South entrance only.
 - 4) egress available at any exterior door
 - VIP
 - 1) Parking provided with access from Central Avenue (with gate and credential access)
 - Staff
 - 1) Parking at west parking lot and parking garage
 - 2) Credentialed parking (with gate) provided under the Herschler building
 - Access from Central (at 25th)
 - Egress to eastbound 26th (at Central)
 - 3) entrances to Capitol
 - at North and South entrances, 1st and Garden Level (with public or card access after hours)
 - at west entrance (card access only)
 - 4) entrance to Herschler
 - at South entrance (with public or card access after hours)
 - at north doors – five locations (card access only)
 - 5) egress available at any exterior door
 - Service (including waste and deliveries)
 - 1) Entrance at eastbound 26th (at Carey)
 - 2) Intercom/credential access (with gate)
 - 3) Egress to eastbound 26th (at Central)
- City of Cheyenne coordination
 - Ongoing, regular meeting with the City address
 - 1) City and State design initiatives
 - 2) Utility planning
 - 3) Right-of-way agreement(s)
 - 4) Plan review processes for buildings, parking, and utilities.
 - Traffic studies provided to City and WYDOT.

Herschler Parking

- The Herschler underground parking will lose stalls due to increased building area requirements. The Addition will create an increased demand for parking in the area.
- The parking and service areas below the Herschler will be credentialed only...no free access will be permitted.



- The West Parking Lot (former Safeway property) is design to align with City guidelines and Capitol district planning. The parking lot will have 149 stalls. This parking lot has been designed for expansion to approximately 250 stalls by extending the parking area to the west.
- A net increase of 90 stalls is planned at this time.
- Provisions are in place to install gated access in the future.

Capitol Square Parking

- The Parking facility at the corner of 24th and Carey will continue to be used for the Capitol. No change to this structure’s parking capacity is planned.
- The East Parking lot will be redesigned to align with City guidelines and Capitol District planning. This redesign will
 - provide a lawn at the south side of the block to align with the Capitol lawn,
 - proved approximately 120 stalls, and
 - provide stalls for visitor parking and staff parking.
- Street parking around the Capitol Square will be restricted to Wyoming Highway Patrol use. Bus drop off will be allowed for short periods at Carey, north of 25th Street.

Net Assignable Area

- NASF = Net Assignable Square Feet, or usable space for assigned uses...this area take-off excludes public restrooms, mechanical and services spaces, public corridors, and most walls.

<i>Net Assignable Square Feet</i>	Existing	Schematic Design	<i>difference</i>
Capitol	64,941	58,027	-6,914
Herschler	183,640	282,446	98,806
Total	248,581	340,473	91,892

- The current NASF is over 35,000 NASF over the forecast in the Level I/II Report. This increase is attributed to
 - 1) increase to addition (at direction of Oversight Group)
 - 2) improved efficiencies

Note that these numbers tend to vary as final building needs are defined in the Design Development phase of the project. A detailed update will be prepared at the end of the Design Development phase, and at the end of the Construction Document phase.



Documentation

The above work is documented with drawings and narratives which significantly exceed the typical state requirements for schematic design phase deliverables. The above work is further supported by detailed studies and report, including:

- Destructive Probes
- Non-destructive probes
- Arbor report
- Traffic study
- Hazardous materials assessment
- Geotechnical exploration & analysis
- Utility and topographic survey
- Furnishings inventory
- Applied historic research

DRAFT

CAPITOL SQUARE PROJECT

Work Progress Since March 3, 2015

April 7, 2015

- CMAR Agreement
 - Agreement executed. See Tab 13.

- Lease Agreements
 - Jonah
 - Interior finish design progressing.
 - 2020 Carey
 - 5 year lease
 - Added options requested by Oversight Group
 - Lease fully executed, interior finish under design, see Tab 10.
 - 200 W. 17th St.
 - Added options requested by Oversight Group
 - Lease fully executed, interior finish under design, see Tab 11.
 - 614 S. Greeley Hwy.
 - Added options requested by Oversight Group
 - Negotiations underway, see Tab 12.

- Contracts
 - Communications/Public Relations
 - Contract fully executed, see Tab 16.
 - Environmental Consulting/Inspections
 - Contract fully executed, see Tab 15.

- Capitol Grey Sandstone/Quarry
 - Investigating quarry access and preparing for road work to begin in May.

- Decision-making narrative history
 - Narrative is current with decisions to-date

- City of Cheyenne
 - Multiple meetings with Mayor and City Attorney.
 - Obtained commitment of cooperation.
 - Discussions underway regarding joint plan review and expedited inspections.
 - Right of Way Encroachment Agreement for 26th St. nearly complete

- Idelman / 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
 - Contracted with Girt Communications and developing Communications Strategy
 - Commissioning Agent
 - Working to develop Scope
 - Contract Negotiations underway
 - Working with Facilities Consultant/Move Communications Specialist
 - Continued space planning meetings and design.
 - DEQ, Secretary of State, Auditor, Treasurer, Workforce Services, Governor, LSO, Attorney General
 - Lease negotiations.
 - Move meetings and Capitol Hill Bldg. coordination.

2020 CAREY AVE. (Elected Officials)

Lease Executed 3/23/15

Based upon lease form approved by Oversight Group for use at Jonah, with additional options as directed by Oversight Group.

35,952 sq. ft.

\$15.00 per square foot

5 year term, possible extensions of up to 5 additional years

Base lease cost for 5 years = \$2,696,400 (First 2 years charged to Project: \$1,078,560)

Tenant Improvements (TIs) performed by State

Est. cost of TIs = \$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 ½ of which are Class A finish. Balance is standard commercial finish

State Treasurer assigned 2 floors – standard commercial finish

State Auditor assigned 1 ½ floors plus training area – standard commercial finish

Expected occupancy July 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 35,952 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 35,952 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 fifteen dollars (\$15.00) per square foot per year.

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

<u>Area of Building</u>	<u>Useable Sq. Ft.</u>	<u>Rentable Sq. Ft.</u>
Second Floor (Mezz.)	1,700	1,904
Third Floor	5,766	6,400
Fourth Floor	5,766	6,400
Sixth Floor	5,749	6,383
Seventh Floor	5,730	6,364
Eighth Floor	5,730	6,364
Ninth Floor	<u>1,908</u>	<u>2,137</u>
Total	32,349	35,952

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; and, following such time-limited temporary use, for continued use by other State agencies.

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 five (5) years, commencing July 1, 2015, and terminating June 30, 2020 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. [Not Used]

D. In the event Tenant wishes to continue to use the Premises past the Term set forth in paragraph A above, and in addition to any extensions provided in paragraph B above, Tenant shall have the unrestricted option to extend this Lease for one (1) additional five-year (5-year) period upon the same terms and conditions set forth herein. The base rent for the additional five-year (5-year) period shall be based on an increase in the CPI published by the U.S. Department of Labor, Bureau of Labor Statistics, CPI-U West Region, All Items ("CPI Index") with a reference base period of the average CPI Index for each year of the 5-year period ending June 30, 2020, provided however that regardless of the adjustment to Rent determined by the CPI Index, the Rent for the first Renewal Period shall in no case be less than fifteen dollars (\$15.00) per square foot nor more than eighteen dollars (\$18.00) per square foot. Tenant shall provide Lessor with six (6) months prior written notice of the intent to exercise this option.

E. 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 fifteen dollars (\$15.00) per square foot.

(i) Tenant shall occupy the sixth and seventh floors of the leased Premises as soon as practicable prior to July 1, 2015, in order to accommodate early termination of an existing lease. All existing wall systems and furniture, fixtures and equipment currently in place shall remain on the Premises for Tenant's use through the Term of this Lease and any extensions.

F. From the date of final execution of this Lease, Tenant is granted the 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 five hundred thirty-nine thousand, two hundred eighty dollars (\$539,280.00) 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 ninety-six thousand, four hundred dollars (\$2,696,400.00) 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, 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. Lessor agrees to provide and Tenant agrees to install new window shades for the second, third, fourth, seventh, eighth and ninth floors of a kind and quality to be agreed upon by the parties. The parties shall negotiate which ceiling tiles shall be replaced to comply with standard grade commercial finish. 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, 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, Lessor and 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. 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 standard security measures. Tenant may provide such additional security measures as it deems necessary

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. Tenant acknowledges that Lessor has Cell Antenna tenants and equipment on the roof of the third floor as well as the top roof and will on occasion require access to these areas for maintenance. Lessor will ensure that Cell Antenna tenants will have access to these areas only when escorted by the building manager.

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. Responsibilities of Lessor.

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 approximately fifty-seven (57) parking spaces exist for Tenant's use on the property. Tenant shall make its own arrangements for 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.

D. Condition upon Surrender. Tenant shall be responsible for leaving the Premises in a clean and orderly condition following Tenant Improvements and upon termination of this Lease. Boxes and miscellaneous items shall not be left within the leased space or common areas for disposal by Lessor's maintenance crews.

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. Lessor expressly agrees that Tenant shall be permitted to perform additional TIs as may be necessary for the Premises to be used by other State agencies following the initial time-limited, temporary occupancy by the Wyoming Secretary of State, Wyoming State Auditor and Wyoming State Treasurer, at Tenant's expense. 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, in the event it has employees who are to work on the Premises described in this Lease.

(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.

H. Right of First Refusal. During the Term of this Lease and any extensions provided in Section 4 above, before Lessor may sell the Premises pursuant to a bona fide third party offer, Lessor shall first offer the Premises to Tenant on the same terms and conditions as are offered by the third party. Tenant shall have thirty (30) days during which to notify Lessor of its election to purchase the Premises. If Tenant gives notice that it elects to purchase the Premises, the parties shall promptly enter into a contract for purchase and sale. If Tenant does not give such notice within the thirty (30) day period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on the offered terms and conditions and close the transaction within one hundred fifty (150) days, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this paragraph shall again become applicable.

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 thirteen (13) 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

3/20/2015

Date



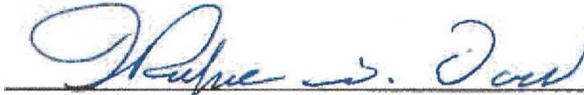
Dean Fausset, Director

3-23-15

Date

LESSOR:

Voss Family Limited Partnership



Wayne T. Voss

84-1394465

Lessor's Tax Identification Number

3-20-15

Date

WITNESS:



(Signature of Witness)

3/20/15

Date

Tina M. Ortiz

(Witness' name printed)

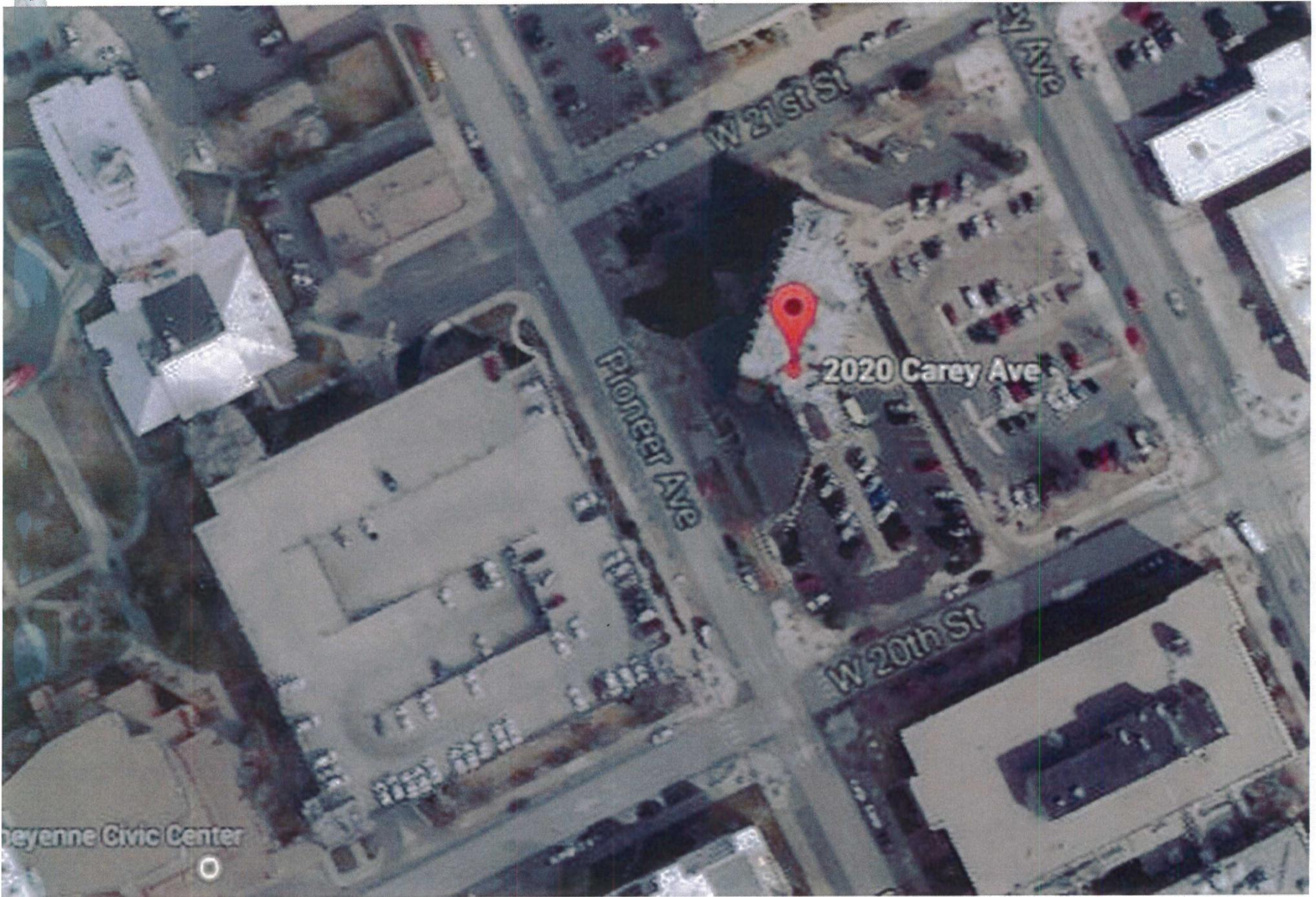
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

03-20-15

Date



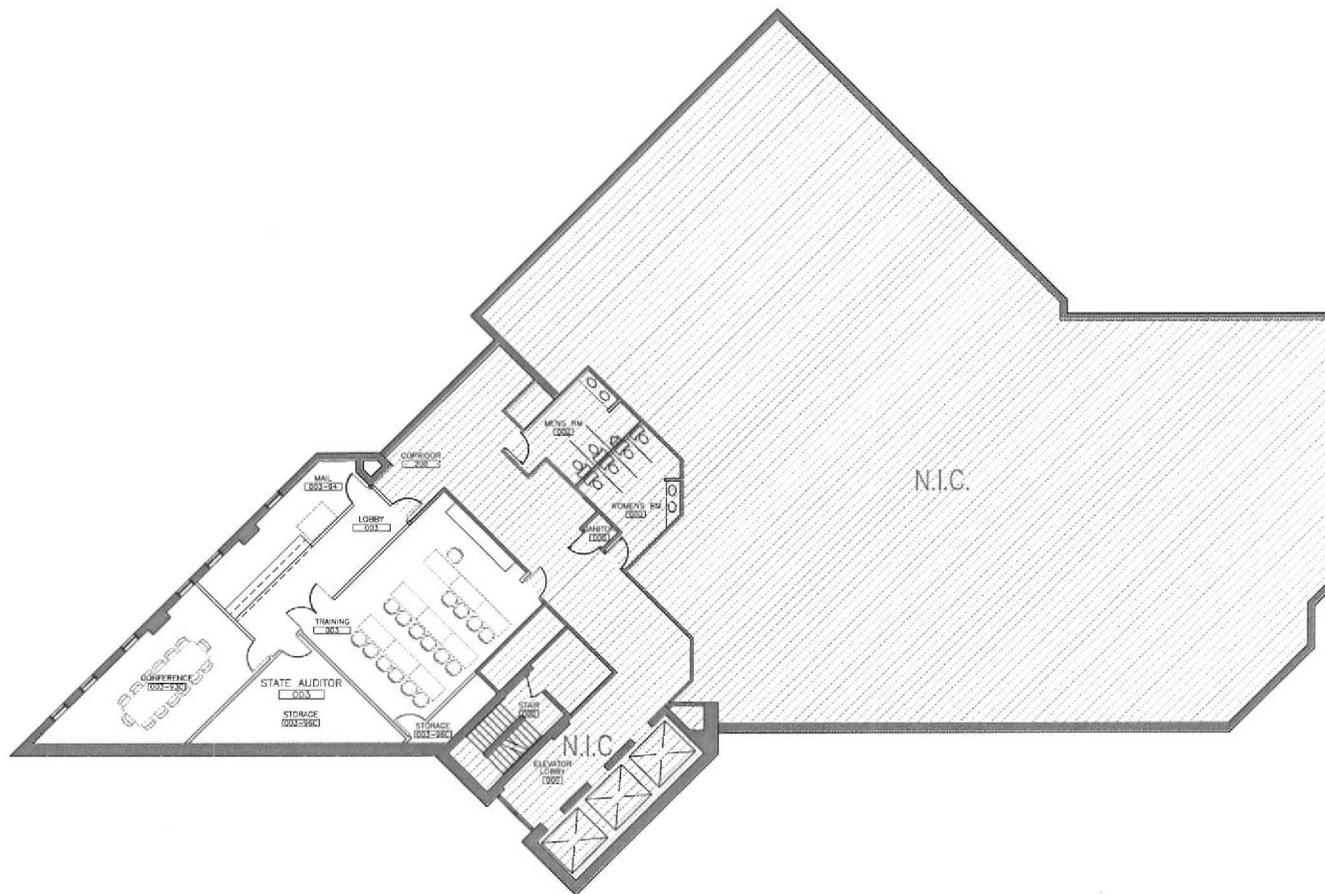
W 21st St

Pioneer Ave

W 20th St

2020 Carey Ave

Weyenne Civic Center



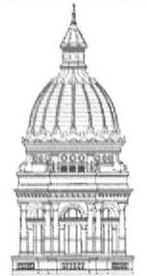
GENERAL NOTES:
1. NOT USED

PARTITION SCHEDULE
 ——— EXISTING PARTITION TO REMAIN
 - - - NEW PARTITION
 - - - EXISTING DOOR/WALL SYSTEM
 - - - EXISTING DIRT WALL SYSTEM
 [Hatched Box] AREA N.I.C.

TEST FIT - 2ND FLOOR - 003 AUDITOR

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

BOX
STUDIOS
1781 EMERSON STREET
DENVER, CO 80218
303.854.1700
WWW.EXISTSTUDIOS.COM



Capital Square
Rehabilitation and Restoration
DR PDP RRA

State of Wyoming



Administration & Information
Construction Management

NOT FOR CONSTRUCTION
 TEST FIT - ISSUED FOR REVIEW 02/08/2016
 TEST FIT - ISSUED FOR REVIEW 01/08/2015

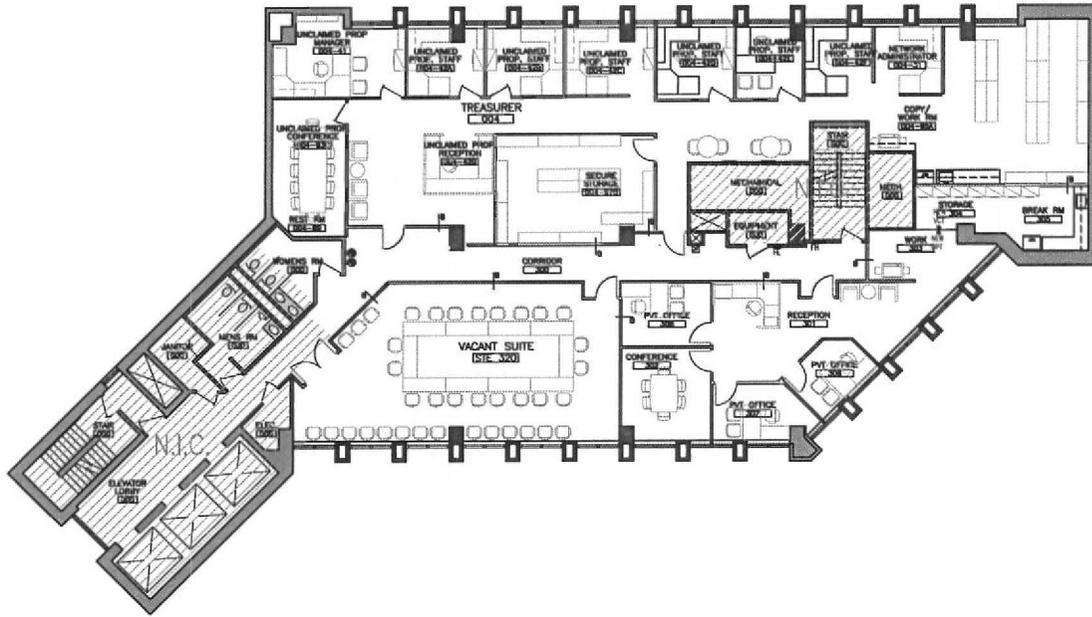
Project No. 1419.02
Project

STATE OF WYOMING
2020 CAREY AVE.
CHEYENNE, WY 82001

Drawing TEST FIT
2ND FLOOR



2TF1



GENERAL NOTES:

1. NOT USED

PARTIAL SCHEDULE

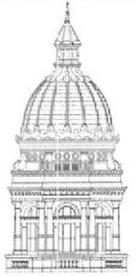
- EXISTING PARTITION TO REMAIN
- NEW PARTITION
- EXISTING DEMOUNTABLE WALL
- EXISTING DRYWALL TO STAY
- AREA N.I.C.

PLAN UPDATES

- 3RD FLOOR - REVISED PER REVISION 3/10/15
- 4TH FLOOR - REVISED PER MARKUPS RECEIVED 3/11/15



1761 EMERSON STREET
DENVER, CO 80218
303.864.1700
WWW.BOXSTUDIOS.COM



Capitol Square
Rehabilitation and Restoration
HR PDP RA

State of Wyoming



Administration & Information
Construction Management

TEST FIT - 3RD FLOOR - 004 TREASURER

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

NOT FOR
CONSTRUCTION

PRICING PLAN - ISSUE	02.19.2014
TEST FIT - ISSUED FOR REVIEW	02.25.2015
TEST FIT - ISSUED FOR REVIEW	01.06.2010

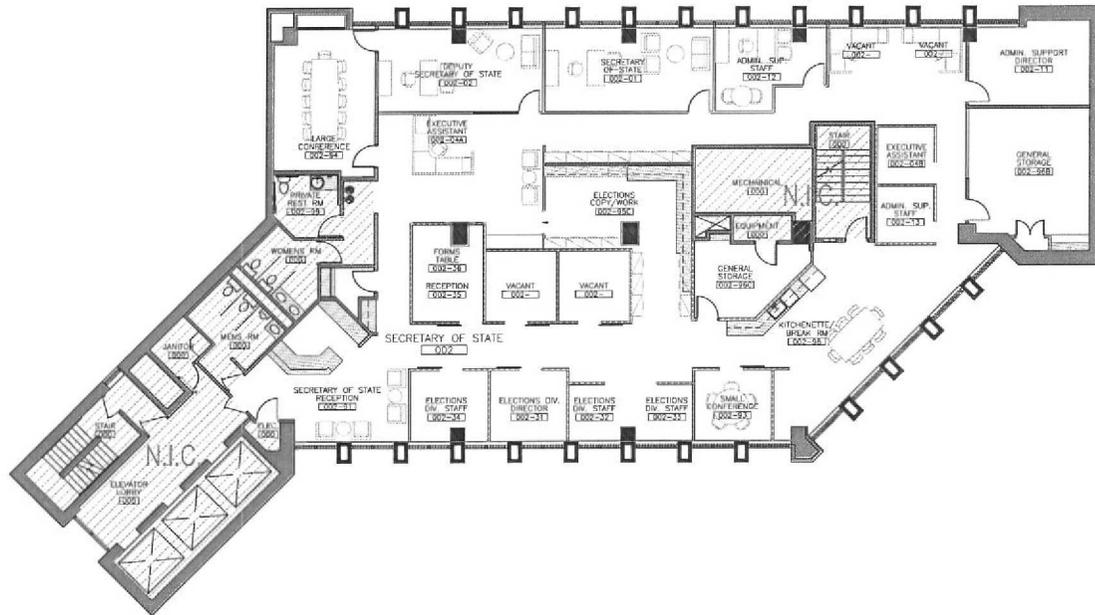
Project No. 1419.02
Project

STATE OF WYOMING
2020 CAREY AVE.
CHEYENNE, WY 82001

Drawing TEST FIT
3RD FLOOR



3TF1



GENERAL NOTES:

1. NOT USED

PARTITION SCHEDULE

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

TEST FIT - 6TH FLOOR - 002 SECRETARY OF STATE

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

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



Capitol Square
Rehabilitation and Restoration
HDR PDR RFA

State of Wyoming



Administration & Information
Construction Management

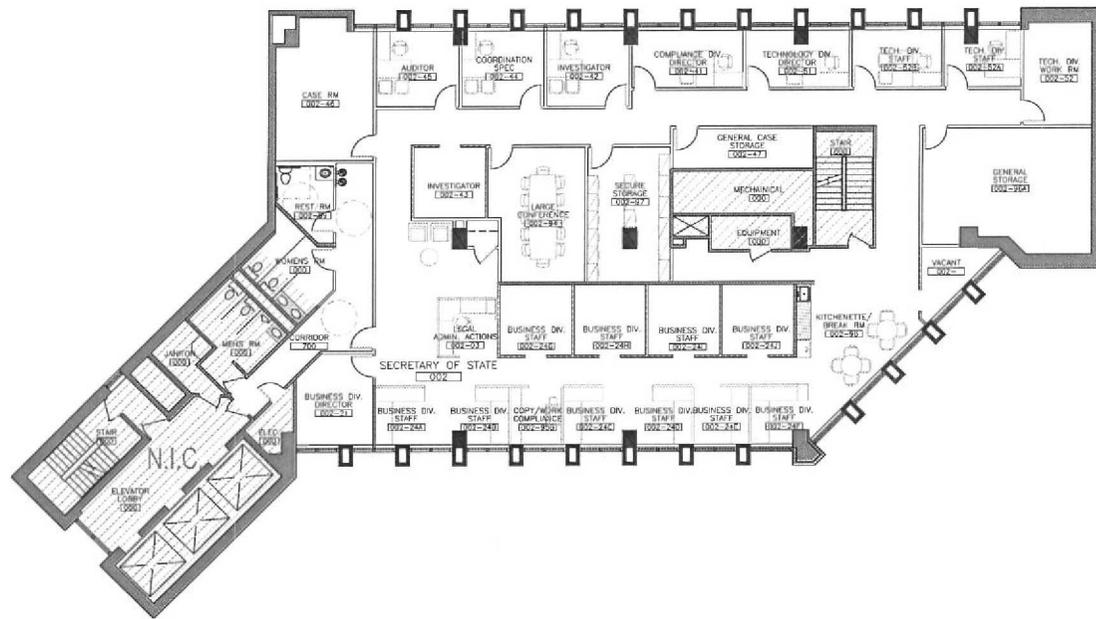
NOT FOR CONSTRUCTION
TEST FIT - ISSUED FOR REVIEW 07.06.2016
TEST FIT - ISSUED FOR REVIEW 01.06.2015

Project No. 1419.02
Project
STATE OF WYOMING
2020 CAREY AVE.
CHEYENNE, WY 82001

Drawing
TEST FIT
6TH FLOOR



6TF1



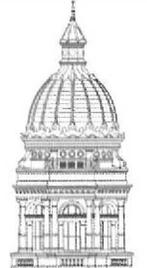
GENERAL NOTES:
1. NOT USED

- PARTITION SCHEDULE**
- EXISTING PARTITION TO REMAIN
 - NEW PARTITION
 - EXISTING BOUQUINABLE WALL
 - EXISTING BRIST WALL SYSTEM
 - ▨ AREA N.I.C.

TEST FIT - 7TH FLOOR - 002 SECRETARY OF STATE - ENTRY

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

BOX
STUDIOS
1761 EMERSON STREET
DENVER, CO 80218
303.564.1700
WWW.BOXSTUDIOS.COM



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Rehabilitation and Restoration
HDR PDP

State of Wyoming



Administration & Information
Construction Management

NOT FOR CONSTRUCTION

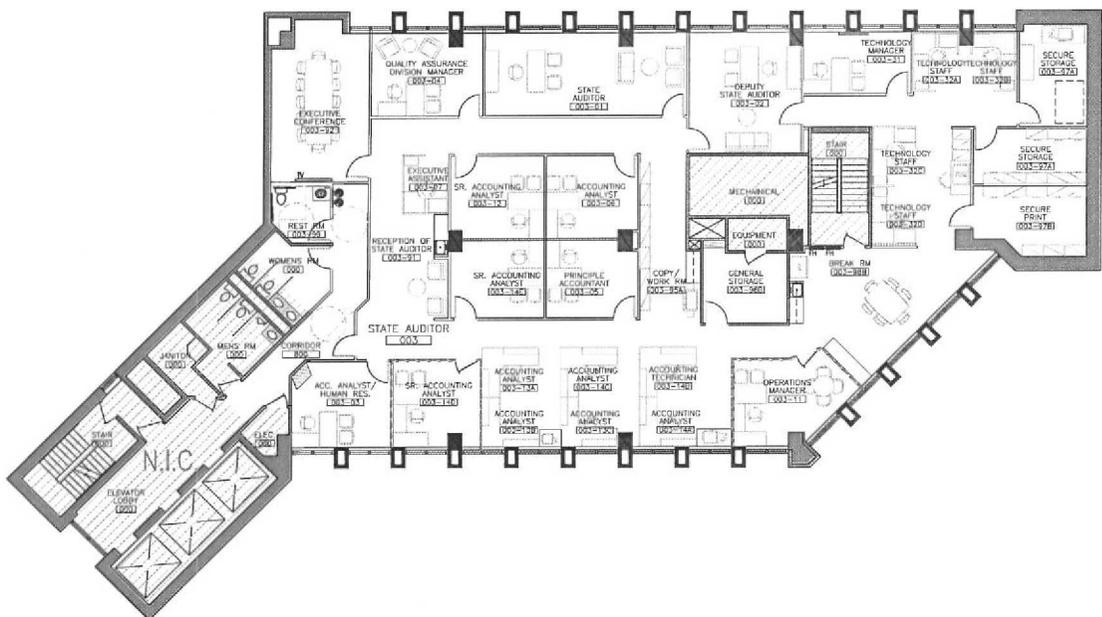
TEST FIT - ISSUED FOR REVIEW 02.06.2015
TEST FIT - ISSUED FOR REVIEW 01.06.2015

Project No. 1410.02
Project

STATE OF WYOMING
2020 CAREY AVE.
CHEYENNE, WY 82001

Drawing TEST FIT
7TH FLOOR





TEST FIT - 8TH FLOOR - AUDITOR - ENTRY

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

GENERAL NOTES:
1. NOT ISSUED

FINISH SCHEDULE

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

BOX
STUDIOS
1761 EMERSON STREET
DENVER, CO 80218
303.854.1700
WWW.BOXSTUDIOS.COM



Capitol Square
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HDR PDP RFA

State of Wyoming



Administration & Information
Construction Management

**NOT FOR
CONSTRUCTION**

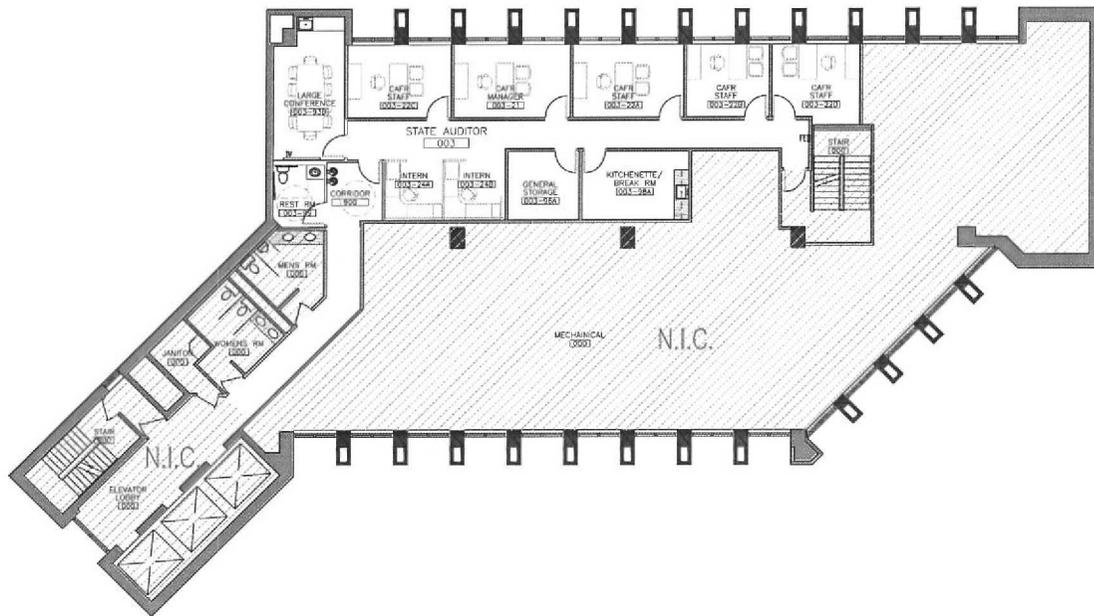
TEST FIT - ISSUED FOR REVIEW 02.05.2015
TEST FIT - ISSUED FOR REVIEW 01.06.2016

Project No. 1419.02
Project

STATE OF WYOMING
2020 CAREY AVE.
CHEYENNE, WY 82001

Drawing TEST FIT
8TH FLOOR





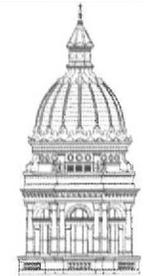
GENERAL NOTES:
1. NOT USED



TEST FIT - 9TH FLOOR - AUDITOR

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

BOX
STUDIOS
1761 EMERSON STREET
DENVER, CO 80218
303.654.1700
WWW.BOXSTUDIOS.COM



Capitol Square
Rehabilitation and Restoration
HDR PDP

State of Wyoming



Administration & Information
Construction Management

NOT FOR CONSTRUCTION
TEST FIT - ISSUED FOR REVIEW 02.06.2016
TEST FIT - ISSUED FOR REVIEW 01.06.2015

Project No. 1419.02
Project

STATE OF WYOMING
2020 CAREY AVE.
CHEYENNE, WY 82001

Drawing TEST FIT
9TH FLOOR



9TF1

200 WEST 17TH ST. (DEQ)

Lease Executed 3/18/15

Based upon lease form approved by Oversight Group for use at Jonah, with additional options as directed by Oversight Group.

37,030 sq. ft.

\$16.00 per square foot

3 year term, possible extensions of up to 10 additional years

Base lease cost = \$1,777,440

Tenant Improvements (TI's) performed by Lessor

No cost to State

Based upon State design, standard commercial finish

Basement, part of 1st floor which is available, 2d and 3d floors already finished with standard commercial finish

4th floor currently completely unfinished with no elevator access

Lessor will install elevator 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 37,030 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 37,030 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 \$16.00 per square foot per year.

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

<u>Area of Building</u>	<u>Useable Sq. Ft.</u>	<u>Rentable Sq. Ft.</u>
Garden Level	792	911
	7,214	8,296
Second Level	1,668	1,918
	3,233	3,718
	2,935	3,975
Third Level	770	832
	8,226	8,884
Fourth Level	<u>7,388</u>	<u>8,496</u>
Adjusted Total Space	32,226	37,030

A preliminary floorplan of the leased Premises attached as Attachment "A," which will be updated by amendment to this Lease, to specifically include additional space on the second level. A visual depiction of the building and site 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 August 1, 2015, and terminating July 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. In the event Tenant wishes to continue to use the Premises past the Term set forth in paragraph A above, and in addition to any extensions provided in paragraphs B and C above, Tenant shall have the unrestricted option to extend this Lease for up to two (2) additional five-year (5-year) periods upon the same terms and conditions set forth herein. The base rent for the first five-year (5-year) period shall be at the same rate as the second additional year exercised under paragraph C above. The base rent for the second five-year (5-year) period shall be increased by an additional three percent (3%). Tenant shall provide Lessor with six (6) months prior written notice of the intent to exercise this option.

E. 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.

F. 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 five hundred ninety-two thousand, four hundred eighty dollars (\$592,480.00) which shall be paid prior to commencement of this Lease and thereafter on or before the first (1st) day of each succeeding August. The total amount of rent paid under this Lease shall not exceed one million seven hundred seventy-seven thousand, four hundred forty dollars (\$1,777,440.00) 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. **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 sidewalks of the site.

8. Responsibilities of Lessor.

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

B. Parking.

(i) 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. In the event the required number of parking spaces differs from the number noted above, the final number of required parking spaces will be added to or deducted from this Lease by amendment. Lessor shall pay for half of the parking spaces and Tenant shall pay for half of the parking spaces at the City's current rate of forty-five dollars (\$45.00) per space per month. In the event the City's rate increases, each party shall be responsible for its share of the increased rate. Payment for Tenant's share of the parking space rental shall be paid to Lessor in addition to the Rent Payment in Section 5 above.

(ii) Lessor shall coordinate with the City to provide three (3) designated handicapped parking spots (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.
- H. Right of First Refusal.** During the Term of this Lease and any extensions provided in Section 4 above, before Lessor may sell the Premises pursuant to a bona fide third party offer, Lessor shall first offer the Premises to Tenant on the same terms and conditions as are offered by the third party. Tenant shall have sixty (60) days during which to notify Lessor of its election to purchase the Premises. If Tenant gives notice that it elects to purchase the Premises, the parties shall promptly enter into a contract for purchase and sale. If Tenant does not give such notice within the sixty (60) day period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on the offered terms and conditions and close the transaction within ninety (90) days, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this paragraph shall again become applicable.

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 thirteen (13) pages, preliminary Attachment A, consisting of four (4) pages, and Attachment B, consisting of one (1) page, constitute the entire Lease Agreement between the parties and supersede 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. **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

3/17/15
Date

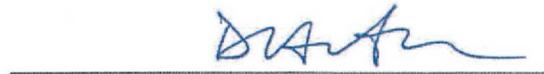


Dean Fausset, Director

3-18-15
Date

LESSOR:

Terrell Industries, LLC



David Hatch, Director

3-16-15
Date

84-1350299
Lessor's Tax Identification Number:

WITNESS:

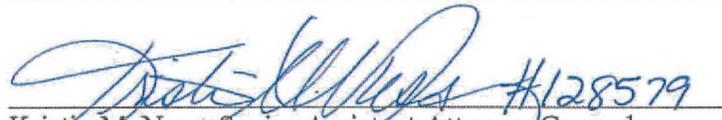


(Signature of Witness)

3-16-15
Date

BRUCE FISHER
(Witness' name printed)

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

03-16-15
Date



614 SOUTH GREELEY HIGHWAY (Workforce Services)

Space needs and negotiations underway

Based upon lease form approved by Oversight Group for use at Jonah, with additional options as directed by Oversight Group.

11,298 square feet

3 year term, possible extensions of up to 10 additional years

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 has been previously occupied by Town & Country Liquor

Expected move in September 1, 2015

CMAR (Construction Manager At Risk) AGREEMENT

Agreement Executed 3/9/15

COST: \$461,368 Pre-Construction Fee

\$4,477,500 Construction Fee

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 (estimated for August 2015)

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

TIME: Construction Phase estimated at 33 months. Includes incentives to provide accelerated schedule.

Liquidated Damages: \$10,000 per day beyond agreed date of Substantial Completion.

TERM: through completion of project and issuance of Certificate of Final Completion.

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 Bond 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) Early Work Amendment(s).
- (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 I 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, the Project Architect, and the Commissioning Agent. 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.

1.4.15 BUILDING COMMISSIONING: For purposes of this Agreement, "Building Commissioning" shall mean the verification by Owner or its separate contractors that building systems are installed in accordance with the plans and specifications and will meet the minimum operational and environmental characteristics indicated in the Contract Documents, commissioning plan and submittals. Building Commissioning shall be conducted in accordance with the commissioning plan. CMAR support of the Building Commissioning, where required, shall be a part of the Work of this Contract.

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.

1.9.9 OWNER'S COMMISSIONING AGENT: In addition to any other equipment start-up and operational testing required by the Contract Documents, the Owner may enter into separate contracts for Commissioning Services, the scope of which is generally contained in the Construction Documents. The CMAR and its associated Subcontractors shall fully support the Owner's Building Commissioning activities as required by the Contract Documents.

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, Project Architect, Commissioning Agent, 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, Project Architect and Commissioning Agent, 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 Construction 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 Construction 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 Construction 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 Construction 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 Construction Documents, any of the Work is found to be not in accordance with the requirements of the Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Construction 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, Commissioning Agent, 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, Project Architect and Commissioning Agent, 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 sixty-one thousand, three hundred sixty-eight dollars (\$461,368.00).

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.

6.6.10 The Owner may withhold approval of a Certificate of Substantial Completion of the Work until Building Commissioning is successfully completed.

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 ten thousand dollars (\$10,000.00) 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 one million dollars (\$1,000,000.00).

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.

9.4 BUILDING COMMISSIONING. The Owner reserves the right to conduct building commissioning activities during the construction, testing and acceptance phases of the Work.

9.4.1 If the Owner includes the Building Commissioning plan, including a building components testing schedule, in the plans and specifications for the Project, the CMAR shall include all costs associated with commissioning support in the GMP for the Project and the CMAR's schedule

shall reflect all time associated with the commissioning plan, including a building component testing schedule, commissioning and commissioning support. The CMAR shall not be entitled to a change in the GMP or time for the Owner's commissioning activities unless, without the fault of or delay by the CMAR or its subcontractors, the commissioning agent fails to conduct the component testing in accordance with the building component testing schedule. Should the CMAR: (1) fail to complete the component testing checklists in accordance with the commissioning plan; (2) install components or systems in such a manner that they fail to achieve the minimum levels of performance set forth in the commissioning plan; or (3) fail to provide equipment and other components of systems that do not meet the minimum performance levels required by the specifications or identified in the submittals; the CMAR shall not be entitled to any time extension or adjustment of the GMP for correction of such conditions and shall be liable to the Owner for any additional costs of Building Commissioning caused by such conditions in addition to any liquidated damages for delay in Project completion.

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.

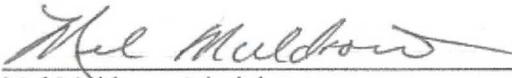
**CMAR:
JE DUNN CONSTRUCTION COMPANY**



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

3/6/15
Date

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



Mel Muldrow, Administrator

3/9/2015
Date



Sean Fausset, Director

3-9-15
Date

WYOMING ATTORNEY GENERAL: APPROVAL AS TO FORM



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

3/9/15
Date



State Capitol Rehabilitation and Restoration Project Wyoming Capitol Square

March 5, 2015

Reference: Exhibit A – Scope of Project
CMAR Agreement
State Capitol Rehabilitation and Renovation
Wyoming Capitol Square

JE Dunn Construction Company

This document serves as Exhibit A of the Construction Manager at Risk Agreement between the State of Wyoming Department of Administration and Information, Construction Management and JE Dunn Construction Company for pre-construction services and construction management at risk services for Owner for the Capitol Square Project.

The State Capitol Rehabilitation and Restoration Project, also known as the Capitol Square Project is defined by Senate Enrolled Act 43. The basis for this Act and this Agreement includes the following documents:

- Senate Enrolled Act 43 (by reference), including
 - Presentations to Management Council (by reference)
 - Presentation to Legislature (by reference)
- Schematic Design Documents (by reference)
- Schematic Design Reconciliation Documents (by reference)

One Project:

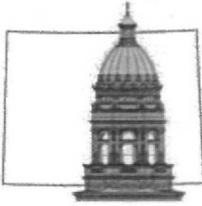
1. Project Overview. The project involves and centers around the restoration of the Wyoming State Capitol, which is a National Historic Landmark. The project has several components:
 - a. Restoration of the Capitol
 - b. Rehabilitation and expansion of the Herschler Building
 - c. Selective demolition and renovation of the Herschler connector (Gallery)
 - d. Modifications to the drives and parking area below the Herschler Building
 - e. New Central Utility Plant (CUP)
 - f. Adjacent/ancillary site and system improvements

Capitol:

2. Restoration of the Capitol. The restoration of the Capitol may include, but is not limited to:
 - a. Dome repairs and restoration, including structural reinforcing, surface repairs, gold leaf repairs and replacement
 - b. Installation of lightning protection system
 - c. Complete roof replacement and extensive repairs / replacement to parapets
 - d. Restoration of masonry
 - e. Replacement of windows
 - f. Removal of all existing systems and replacement with new, including but not limited to:
 - Heating, ventilation and air-conditioning
 - Electrical
 - Plumbing
 - Lighting
 - Security

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





State Capitol Rehabilitation and Restoration Project Wyoming Capitol Square

- Teledata
- Audio / Visual
- g. The Capitol will have new systems and services, including:
 - Smoke detection
 - Fire suppression
 - Fire alarm
 - Smoke evacuation
- h. The Capitol will utilize services from the new CUP for power, water, and other system support.
- i. Existing elevators will be removed and two new elevators will be added to the building in new locations, providing full access to all levels of the building and meeting ADA requirements.
- j. All areas of the building will be renovated and restored to meet current Code requirements, including ADA, as well as contemporary building performance expectations.
- k. All interior spaces will be refinished and restored and several areas of the building will receive decorative finishes.
- l. The site surrounding the Capitol will be rehabilitated and will receive several enhancements, including irrigation, lighting, security, and reconstruction of historic features.
- m. A comprehensive FF&E program is included involving FF&E for all spaces of the building. The FF&E includes several built-in items, such as the Dias (at the House Chamber and at the Senate Chamber), and Committee Room FF&E.
- n. Being a National Historic Landmark, all work associated with the Capitol and site must consider compliance with the Secretary of the Interior's Standards.
- o. All occupants of the Capitol will be relocated elsewhere during the restoration of the building.

Herschler Building:

3. Rehabilitation and expansion of the Herschler Building: The rehabilitation and expansion of the Herschler Building may include, but is not limited to:
- a. All new finishes
 - b. All new MEP/Security/IT systems
 - c. New stair towers
 - d. New elevators at the addition, potential replacement elevator cars at existing
 - e. Exterior walls and roof as required for addition
 - f. Other work for Herschler is anticipated to be added by amendment
 - g. Provision of roof mounted emergency generators and cooling towers
 - h. The work will be performed while the Herschler Building remains in operation and partially occupied.

Herschler Gallery:

4. Selective demolition and renovation of the Herschler Gallery: The selective demolition and renovation of the Herschler Gallery may include, but is not limited to:
- a. The underground connection facility between the Capitol and the Herschler Building will be partially demolished and completely renovated and reconfigured to meet the programmatic needs of the State of Wyoming and Capitol Square.
 - b. New and revised systems as applicable for structure, walls, roof, and MEP/security/IT systems.
 - c. The work involving the Gallery is to be completed on the same schedule as the Capitol to ensure that all support functions are in place when the Capitol re-opens.
 - d. The site paving, features, and landscaping above the Gallery are included and will be integrated with the Capitol Square site systems including irrigation, lighting, and security.



State Capitol Rehabilitation and Restoration Project Wyoming Capitol Square

Herschler Parking Garage and Entry Ramps:

5. Modifications to the drives and parking area below the Herschler Building: The modifications to the parking area below the Herschler building may include, but is not limited to:
- Modifications to structure and MEP/security/IT systems to provide a new entrance, exit, and dock facility at the north side of the building.
 - Modifications to utilities, paving, and signage systems at 26th Street and Central Avenue to accommodate the work.
 - Providing striping and parking equipment and accessories for revised layout and operation
 - The site features and landscaping at this location are included and will be integrated with the Capitol Square site systems including irrigation, lighting, and security.

New Central Utility Plant:

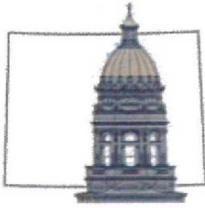
6. New Central Utility Plant (CUP): The construction of a new CUP includes, but is not limited to:
- Construction of foundations, structure, walls, roof, and all MEP/security/IT systems as required for an underground facility.
 - Providing power, water, and chilled and hot water primarily to the restored Capitol, the renovated and expanded Herschler Building, and the Gallery between the Capitol and the Herschler. The CUP will secondarily provide chilled and hot water support to other state-owned facilities via the existing underground tunnel system.
 - The Herschler Building is expected to be partially occupied during the expected construction period. As such, the new CUP will be constructed prior to the decommissioning of the existing CUP. The new CUP shall be completed in time to support the restored Capitol. The new CUP will provide long term chilled and hot water in sufficient quantity and at reliable temperature[s] to support Capitol Square and other associated campus buildings following the completion of the project.
 - The site features and landscaping above the CUP are included and will be integrated with the Capitol Square site systems including irrigation, lighting, and security.

Adjacent/ancillary site and system improvements:

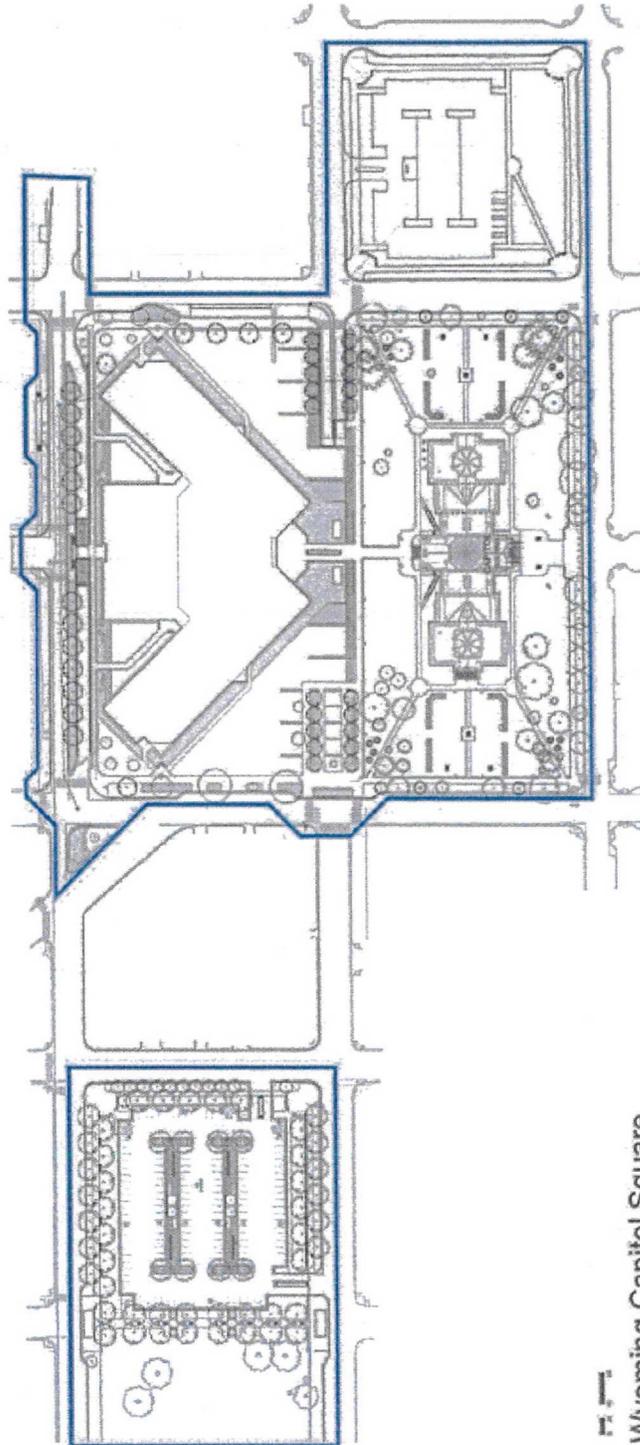
7. Site Improvements: Modifications and enhancements to adjacent sites, including irrigation, landscaping, paving, lighting, security, security/IT systems may include, but are not limited to:
- West Parking Lot, excluding paving
 - East Parking Lot
 - Intersections at 25th & Carey, 26th & Carey, 26th & Capitol, and 26th & Central, as shown on Capitol Square composite diagram

Temporary Accommodations:

8. Tenant Improvements: Additional work at other locations may be negotiated and added by amendment for:
- Elected Offices at 2020 Carey Avenue, Cheyenne, Wyoming
 - Department of Environmental Quality at 200 West 17th Street, Cheyenne, Wyoming
 - Department of Workforce Services at 614 South Greeley Highway, Cheyenne, Wyoming



State Capitol Rehabilitation and Restoration Project Wyoming Capitol Square



Wyoming Capitol Square

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



Activity ID	Activity Name	Org Dur	Remaining Duration	Start	Finish	2015												2016												2017												2018												2019																	
						J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D						
Wyoming State Capitol Renovation		1205d	1107d	09-Jul-14 A	29-Mar-19																																																																		
Summary		1205d	1107d	09-Jul-14 A	29-Mar-19																																																																		
Executive Summary		413d	413d	09-Jul-14	09-Nov-18																																																																		
Overall Project Summary		413d	413d	03-Aug-15	09-Nov-18																																																																		
CON-3140	Construction Start	0d	0d	03-Aug-15	03-Aug-15																																																							◆ Construction Start											
CON-7100	Site Mobilization (Perimeter Fence and Trailers)	15d	15d	03-Aug-15	21-Aug-15																																																							■ Site Mobilization (Perimeter Fence and Trailers)											
CON-7080	Submit Draft GMP for Review	0d	0d	03-Aug-15	14-Aug-15																																																							◆ Submit Draft GMP for Review											
CON-7050	GMP Approved	0d	0d	03-Aug-15	28-Aug-15																																																							◆ GMP Approved											
CON-3000	Project Substantial Completion	0d	0d	01-Aug-18	01-Aug-18																																																							◆ Project Substantial Completion											
CON-4000	Project Final Completion	0d	0d	05-Nov-18	05-Nov-18																																																							◆ Project Final Completion											
Herschler Building Summary		665d	665d	26-Aug-15	04-Apr-19																																																																		
CON-7070	Agency Moveout - East Wing / Atrium / Garage	20d	20d	26-Aug-15	23-Sep-15																																																							■ Agency Moveout - East Wing / Atrium / Garage											
CON-6730	Agency Moveout Complete - East Wing / Atrium / Garage	0d	0d	23-Sep-15	23-Sep-15																																																							◆ Agency Moveout Complete - East Wing / Atrium / Garage											
CON-4100	Phase 1 - Herschler Project Duration	483d	483d	24-Sep-15	24-Jan-17																																																							Phase 1 - Herschler Project Duration											
CON-3030	Central Utility Plant Complete	0d	0d	16-Oct-16	16-Oct-16																																																							◆ Central Utility Plant Complete											
CON-3060	Herschler Phase 1 Complete (Expansion & East Wing)	0d	0d	24-Jan-17	24-Jan-17																																																							◆ Herschler Phase 1 Complete (Expansion & East Wing)											
CON-6760	Agency Move from Herschler West Wing to East Wing	20d	20d	25-Jan-17	21-Feb-17																																																							■ Agency Move from Herschler West Wing to East Wing											
CON-6740	Agency Moveout Complete - West Wing	0d	0d	21-Feb-17	21-Feb-17																																																							◆ Agency Moveout Complete - West Wing											
CON-6900	Phase 2 - Herschler Project Duration	255d	255d	08-Mar-17	07-Mar-18																																																							Phase 2 - Herschler Project Duration											
CON-6900	North Site / 26th Street Complete	0d	0d	01-Apr-17	01-Apr-17																																																							◆ North Site / 26th Street Complete											
CON-3090	Herschler Phase 2 Complete (West Wing)	0d	0d	07-Mar-18	07-Mar-18																																																							◆ Herschler Phase 2 Complete (West Wing)											
CON-7050	Agency Move-in - Herschler West Wing	20d	20d	08-Mar-18	04-Apr-18																																																							■ Agency Move-in - Herschler West Wing											
CON-3070	Capitol Gallery Complete	0d	0d	14-Mar-18	14-Mar-18																																																							◆ Capitol Gallery Complete											
Capitol Renovation Summary		839d	839d	06-Apr-15	27-Sep-18																																																																		
CON-7110	Occupant Moveout and Salvage - Capitol	80d	80d	06-Apr-15	28-Jul-15																																																							■ Occupant Moveout and Salvage - Capitol											
CON-7000	Capitol Renovation Project Duration	803d	803d	09-Jun-15	01-Aug-18																																																							Capitol Renovation Project Duration											
CON-6750	Occupant Moveout and Salvage Complete - Capitol	0d	0d	28-Jul-15	28-Jul-15																																																							◆ Occupant Moveout and Salvage Complete - Capitol											
CON-6980	Occupant Move-in Capitol Facility	40d	40d	02-Aug-18	27-Sep-18																																																							■ Occupant Move-in Capitol Facility											
CON-3100	Capitol Renovation Complete	0d	0d	27-Sep-18	27-Sep-18																																																							◆ Capitol Renovation Complete											
Summary Durations		236d	236d	09-Jul-14 A	09-Sep-15																																																																		
Owner Design Review		218d	218d	31-Oct-14 A	09-Sep-15																																																																		
CUP / Connector / Site Utilities - Design Review Summary		108d	108d	31-Oct-14 A	23-Jun-15																																																																		
CON-4110	Owner Review Period - SDs	21d	4d	31-Oct-14 A	01-Dec-14																																																							■ Owner Review Period - SDs											
CON-4120	Owner Review Period - DDs	20d	20d	23-Feb-15	20-Mar-15																																																							■ Owner Review Period - DDs											
CON-4130	Owner Review Period - CDs	20d	20d	02-Jun-15	28-Jun-15																																																							■ Owner Review Period - CDs											
Herschler - Design Review Summary		151d	151d	31-Oct-14 A	29-Jun-15																																																																		
CON-4140	Owner Review Period - SDs	0d	4d	31-Oct-14 A	01-Dec-14																																																							■ Owner Review Period - SDs											
CON-4150	Owner Review Period - DDs	20d	20d	23-Feb-15	20-Mar-15																																																							■ Owner Review Period - DDs											
CON-4160	Owner Review Period - CDs	20d	20d	02-Jun-15	28-Jun-15																																																							■ Owner Review Period - CDs											
Capitol - Design Review Summary		169d	169d	22-Dec-14	14-Aug-15																																																																		
CON-4170	Owner Review Period - SDs	20d	20d	22-Dec-14	20-Jan-15																																																							■ Owner Review Period - SDs											
CON-4180	Owner Review Period - DDs	20d	20d	18-Mar-15	10-Apr-15																																																							■ Owner Review Period - DDs											
CON-4190	Owner Review Period - CDs	20d	20d	20-Jul-15	14-Aug-15																																																							■ Owner Review Period - CDs											
Grading / Paving / Landscaping - Design Review Summary		142d	142d	08-Dec-14	26-Jun-15																																																																		
CON-4200	Owner Review Period - SDs	15d	15d	08-Dec-14	29-Dec-14																																																							■ Owner Review Period - SDs											

Remaining Level of Effort
 Remaining Work
 Actual Level of Effort
 Actual Work
 Critical Remaining Work
 ◆ Milestones

Run Date: 03-Mar-19

Wyoming State Capitol Renovation
JE Dunn Construction Company
Preliminary Draft for CMAR Contract



Exhibit D

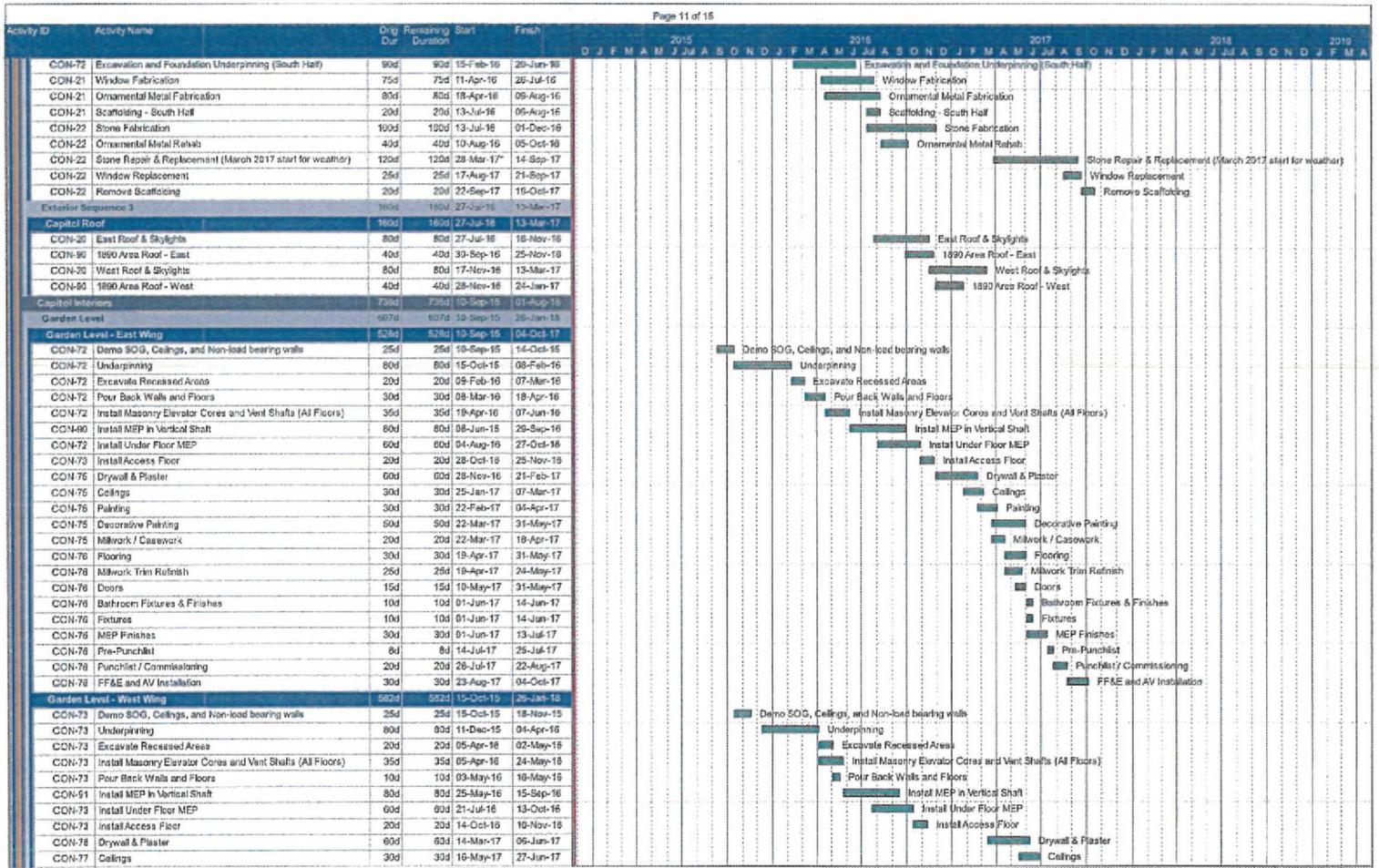


EXHIBIT E – GENERAL CONDITIONS RATES SCHEDULE

1. Hourly rates for all labor to be provided as part of General Conditions Costs.

KEY PERSONNEL Rate/Hr

Principle-In-Charge	\$189/Hr
Preconstruction Manager	\$147/Hr
Lead Project Manager	\$152/Hr
Chief Estimator	\$147/Hr
Lead Site Superintendent	\$147/Hr
Lead General Foreman	\$121/Hr
Chief Scheduler	\$84/Hr
Compliance Officer	\$63/Hr

OTHER PERSONNEL

Sr. Project Managers	\$131/Hr
Project Managers	\$95/Hr
Site Superintendents	\$99/Hr
Sr. Project Engineers	\$79/Hr
Project Engineers	\$63/Hr
Project Coordinators/Billing	\$47/Hr
Carpenter Foreman	\$71/Hr
Labor Foreman	\$61/Hr
Mech/Elect Coordinators	\$89/Hr
BIM Modeling Coordinators	\$84/Hr
Safety Coordinators	\$84/Hr
QA/QC Specialists	\$84/Hr

Project Accounting & Purchasing \$5.15/HR (Applied to Project Manager and Engineer roles listed above)

* Rates Effective: 1/1/15 through 12/31/15. All hourly rates subject to annual (inflationary) cost adjustment or shall be adjusted for inflation as part of the final fixed General Conditions and part of the GMP Amendment.

2. CMAR Logistics Division Equipment Rental Rates – Attached are equipment rental rates effective 1/1/15 through 12/31/15, which are subject to annual (inflationary) cost adjustment. Rates shall apply to General Conditions and Direct Cost of Work.
3. Project Technology/Software Services – 0.12% of the Cost of the Project.

Note: Rates for Insurance and Bonds, which are part of General Conditions Cost, are included in Exhibit H.

Exhibit E - Cost Matrix

		Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not In Contract (NIC)
CMAR FEE STRUCTURE								
A.	PROJECT MANAGEMENT							
1.	Architectural Consultant Selection							
2.	Civil Consultant Selection							
3.	Structural Consultant Selection							
4.	Mechanical Consultant Selection							
5.	Electrical Consultant Selection							
6.	Special Consultant Selection							
7.	Review Design Concepts							
8.	Develop Bid Packages							
9.	Site Use Recommendations							
10.	Material Selection Recommendations							
11.	Building Systems Recommendations							
12.	Building Equipment Recommendations (Movable)							
13.	Building Equipment Recommendations (Fixed)							
14.	Coordinate Owner-Supplied Fixed Equipment							
15.	Coordinate Owner-Supplied Movable Equipment							
16.	Construction Feasibility Recommendations							
17.	Construction Scheduling Recommendations							
18.	Life Cycle Costing Analysis							
19.	Informal Value Engineering							
20.	Formal Value Engineering							
21.	Energy Use Analysis & Recommendations							
22.	Labor Availability Review (Subcontractors)							
23.	Material Availability Review							
24.	Equipment Availability Review							
25.	Subcontractor Availability Review							
26.	Construction Logistical & Execution Plan							
B.	PROJECT COST CONTROL							
1.	Total Project Cost Budget							
2.	Conceptual Construction Cost Estimate							
3.	Schematic Design Cost Estimate							
4.	Design Development Cost Estimate							
5.	Guaranteed Maximum Price Cost Estimate							
6.	GMP Proposal							
7.	Bid Package Estimates							
8.	Construction Cash Flow Projections (Monthly)							
9.	Material Surveys & Trade Contractor Estimates							
10.	Set-Up Cost Accounting							
11.	Set-Up Reporting Methods							
12.	Set-Up Payment Procedure							
13.	Set-Up Change Order Procedure							
14.	Prepare Change Order Cost Estimates							
15.	Verify Correctness of Quantities & Prices of All COs							
16.	Continued Project Cost Monitoring							
C.	PROJECT SCHEDULING							
1.	Preconstruction Activity Schedule (Bar Chart)							
2.	Construction Activity Schedule (CPM Set-Up)							
3.	Const Activity Schedule w/ Milestones (CPM Updates)							
4.	Shop Drawing & Submittal Schedule / Procedure							
5.	Mock-Up Schedule & Procedure							
6.	Short-Interval Schedules							
7.	Occupancy Schedules							
D.	SUBCONTRACTOR SELECTION / PURCHASING							
1.	Set Prequalification Criteria							
2.	Recommend Subcontractor Selection Methods							
3.	Recommend Subcontractor Award Methods							



CMAR FEE STRUCTURE

	Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not In Contract (NIC)
4. Develop Subcontractor Interest							
5. Prepare Bidding Schedules							
6. Issue Plans, Specifications & Addenda							
7. Receive Bids							
8. Analyze Bids							
9. Recommend Award							
10. Determine Local Manpower Availability							
11. Prepare Subcontracts & Supplier Contracts							
12. Prepare Change Orders							
13. Verify Correctness of Quantities & Prices of All CO's							
14. Coordinate Owner-Supplied Fixed Equipment							
E. CONTRACT DOCUMENT COORDINATION							
1. Constructibility Review & Recommendations							
2. Responsibility For Temporary Facilities							
3. Review For Jurisdictional Overlap							
4. Review For Inclusion of All Work							
5. Review For Adequately Phased Construction							
6. Review For Installation of Owner Supplied Fixed Equip							
7. Identify Long-Lead Items							
8. Identify Commodity Shortages							
9. Apply For Building Permits							
10. Obtain Building Permits (Excluding payment of fees)							
F. CMAR OFF-SITE STAFF & SERVICES (AS REQUIRED)							
1. Corporate Executives							
2. Principal In Charge							
3. Project Executive							
4. Operations Manager							
5. Construction Manager							
6. Project Manager							
7. Project Engineer							
8. LEED Management Coordinator							
9. Mechanical & Electrical Coordinator							
10. Safety Manager / Field Audit							
11. EEO Officer							
12. Human Resources							
13. Secretarial							
14. Project Estimating							
15. Project Accounting							
16. Project Data Processing							
17. Project Scheduling							
18. Project Purchasing							
19. Basic Legal Services							
20. Home Office Operating Expenses							
21. Benefits for Above Personnel							
22. Vacations for Above Personnel							
23. Bonuses for Above Personnel (If Any)							
G. CMAR ON-SITE STAFF & SERVICES (AS REQUIRED)							
1. Project Manager(s)							
2. Project Superintendent(s)							
3. Assistant Superintendent(s)							
4. Project Engineer(s)							
5. Field Engineer(s)							
6. LEED Management Coordinator							
7. Mechanical & Electrical Coordinator							
8. Quality Control Engineer (Overall Project Quality Manager)							
9. Project Assistant / Clerk / Typist							
10. Safety Engineer							



CMAR FEE STRUCTURE

	Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not In Contract (NIC)
11. Field Accounting							
12. Data Processing							
13. Field Engineering & Layout (Initial Line & Grade)							
14. Field Surveying & Layout For Trades							
15. Registered Surveyor							
16. Security Guard / Watchman Service							
17. Ground Transportation (Excluding Project Specific Travel)							
18. Airline Transportation (Excluding Project Specific Travel)							
19. Meals & Lodging (Excluding Project Specific Travel)							
20. Personnel Moving & Relocation Expense							
21. Personnel Subsistence Costs							
22. Benefits for Above Personnel							
23. Vacations for Above Personnel							
24. Safety Incentives for Above Personnel (If Any)							
25. Bonuses for Above Personnel (If Any)							
H. QUALITY CONTROL / WARRANTY							
1. Implement & Submit Construction Quality Control Plan							
2. Quality Control Responsibility (Scope Specific)							
3. Quality Control Inspection Responsibility (Scope Specific)							
4. Field Inspector							
5. Inspector's Office							
6. Inspector's Transportation							
7. Inspector's Equipment							
8. Testing & Inspections							
9. Special Inspection Consultants							
10. Special Testing Consultants							
11. Concrete Testing							
12. Masonry Testing							
13. Compaction Testing							
14. Welding Testing							
15. Soils Investigations / Geotechnical Reports							
16. Environmental Testing							
17. Environmental Inspection							
18. Environmental Cleanup Coordination / Govt Document							
19. Special Testing Services							
20. Drug Testing & Screening (Field Personnel)							
21. Safety & Quality Control Bonus Incentives							
22. Systems Mockups							
23. Systems Testing							
24. Project Progress Photographs							
25. Warranty Inspections Coordination							
26. Air & Water Balancing							
27. Operator On-Site Training							
28. Prepare Operation Manuals							
29. Prepare Maintenance Manuals							
30. Prepare Preventive Maintenance Manual							
31. Warranty Inspections Coordination							
32. Warranty Service Cost Reserves							
33. Prepare Punch List(s)							
34. Approve Punch List(s)							
I. TEMPORARY FACILITIES							
1. Temporary Field Office Facility							
2. Field Office Furniture & Equipment							
3. Field Office Copier(s)							
4. Field Office Fax Machine(s)							
5. Field Office Computer(s) & Software (Project specific software per General Conditions Rate Schedule)							
6. Field Office Supplies							



CMAR FEE STRUCTURE

	Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not in Contract (NIC)
7. CMAR's Storage Trailers / Sheds							
8. Field Office Equipment Maintenance & Repairs							
9. Architect / Engineer Temporary Office							
10. Project Sign							
11. Directional & Warning Signs (Including Maintenance)							
12. Bulletin Boards							
13. Potable Drinking Water / Ice / Cups							
14. Temporary Tree Protection							
15. Temporary Toilets / Sanitary Sewer							
16. Temporary Construction Fencing							
17. Barricades							
18. Covered Walkways (As Required)							
19. Safety Equipment							
20. First Aid Station & Supplies							
21. Handrails / Toe Boards / Opening Protection							
22. Safety Nets							
23. Temporary Stairs							
24. Temporary Scaffolding							
25. Fire Extinguishers							
26. Flagman / Traffic Control							
27. Temporary Foundation Dewatering (Incl Equipment & Fuel)							
28. Casual Dewatering							
29. Concrete Washout System (Incl Maintenance & Removal)							
30. Temporary Erosion Control System							
31. Stormwater Management / Inspections / Maintenance							
32. Temporary Access Road Construction							
33. Temporary Access Road Maintenance							
34. Street Closure Management Expense							
35. Temporary Storage Yard Rental							
36. Temporary Off-Site Parking Expense							
37. Temporary Parking Lot Rental & Shuttle Service							
38. Temporary Protect Interior Materials & Finishes							
39. Temporary Protect Exterior Materials & Finishes							
40. Temporary Construction Doors & Hardware							
41. Job Hauling Charges							
J. TEMPORARY UTILITIES							
1. Temp Telephone Install Equipment & Monthly Fee							
2. Telephone Expense (Long Distance Charges)							
3. Telephone Expense (Internet Charges)							
4. Cellular Phone Charges							
5. Arch / Engr Telephone Charges (Long Distance)							
6. Temporary Electrical Service / Distribution							
7. Temporary Electrical Wiring & Lighting							
8. Lightbulbs & Temp Electrical Maintenance							
9. Electrical Power Consumption Expense							
10. Temporary Water Service / Distribution							
11. Temporary Water Consumption Expense							
12. Temporary Gas Service / Distribution							
13. Temporary Gas Service Consumption Expense							
14. Temporary Heating Service (Permanent System)							
K. CLEAN-UP							
1. Daily Clean-Up							
2. Final Clean-Up							
3. Final Glass Cleaning							
4. Street Sweeping / Cleaning							
5. Debris Hauling/Removal							
6. Trash Chutes							
7. Trash Dumpsters							



CMAR FEE STRUCTURE

	Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not in Contract (NIC)
8. Dump Permits & Fees							
9. Dust Control							
10. Drainage Control							
L. WEATHER PROTECTION / TEMPORARY HEATING							
1. Remove Snow & Ice (Site)							
2. Remove Snow & Ice (Buildings)							
3. Temporary Enclosures (Buildings)							
4. Temporary Weather Protection for Sub Trades							
5. Temporary Heating for Sub Trades							
6. Temporary Field Office Heating Energy Cost							
7. Fuel Cost for Heating (Permanent Heat System)							
8. Temporary Heating System Operation Fire Watch							
9. Permanent Heat System Filter Replacement							
10. Maintenance Cost (Permanent Heat System)							
11. Extended Warranty Cost (Permanent Heat System)							
M. ON-SITE EQUIPMENT / HOISTING (AS REQUIRED)							
1. Automobile(s) & Fuel (For General Conditions Staff. All other Direct Cost)							
2. Pick-Up Truck(s) & Fuel (For General Conditions Staff. All other Direct Cost)							
3. Dump Truck / Flat Bed Truck & Fuel							
4. Forklift / Fuel / Operator / Maintenance							
5. Skidsteer / Fuel / Operator / Maintenance							
6. Tires & Maintenance Cost for CMAR Equipment							
7. Air Compressor & Fuel							
8. Temporary Generator & Fuel							
9. Hoisting Equipment & Fuel							
10. Mobile Crane / Operator / Fuel / Maintenance							
11. Tower Crane / Operator / Fuel / Maintenance							
12. Material/Personnel Hoist & Maintenance							
13. Material/Personnel Hoist Operator							
14. Material/Personnel Hoist Gates & Landings							
15. Temporary Elevator Cab & Entrance Protection							
16. Temporary Elevator Maintenance Charges							
17. 2-Way Radio Equipment							
N. SMALL TOOLS & EXPENDABLE SUPPLIES							
1. Small Tools (CMAR's Only)							
2. Expendable Supplies (CMAR's Only)							
O. LEED CERTIFICATION MANAGEMENT							
1. LEED Management Coordinator							
2. Implement & Submit LEED Management Plan							
3. Commissioning Coordination							
4. Materials Tracking							
5. Construction Waste Management							
6. Recycling & Salvage Management							
7. Dumpsters for Waste Management & Recycling							
8. Cleanliness Protocol of Permanent Equipment & Ductwork							
P. DOCUMENT REPRODUCTION / PRINTING							
1. Cost Study Drawings & Specifications							
2. Bid Package Drawings & Specifications							
3. Construction Drawings & Specifications							
4. Subcontractor / Supplier Prequalification Forms							
5. Bidding Instructions							
6. Postage & Express Delivery Costs							
7. Subcontract & Supplier Contract Agreement Forms							
8. Shop Drawing Reproduction							
9. Printing & Duplication Expense (Miscellaneous)							



CMAR FEE STRUCTURE

	Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not In Contract (NIC)
10. As-Built Documents (Mark-ups & Recording)							
11. As-Built Documents (Computer Aided Drafting)							
12. As-Built Documents (Printing)							
13. Maintenance Manuals (From Subs)							
14. Operation Manuals (From Subs)							
15. Estimating Forms							
16. Schedule Report Forms							
17. Accounting Forms							
18. Field Reporting Forms							
19. Cost Reporting Forms							
20. Special Forms							
Q. INSURANCE & BONDS							
1. Builder's Risk Insurance							
2. Builder's Risk Deductible							
3. Special Insurance - Earthquake							
4. Special Insurance - Fire							
5. Special Insurance - Flood							
6. Special Insurance - Machinery & Equipment							
7. General Liability Insurance							
8. Umbrella Liability Insurance							
9. Excess Liability Insurance							
10. Completed Products Insurance							
11. Professional Liability Insurance							
12. Workman's Compensation Insurance (CMAR's Only)							
13. FICA / Medicare Insurance (CMAR's Only)							
14. Federal Unemployment Insurance (CMAR's Only)							
15. State Unemployment Insurance (CMAR's Only)							
16. Performance Bond							
17. Payment Bond							
18. Subcontractor & Supplier Bonds							
R. PERMITS & FEES							
1. Foundation Permit							
2. Superstructure Permit							
3. Building Permit (General)							
4. Mechanical Building Permit							
5. Electrical Building Permit							
6. Plan Check Fees							
7. Street Use Permit							
8. Curb & Gutter Permit							
9. Sidewalk Permit							
10. Landscape Permit							
11. Street / Curb Design Charge							
12. Sign Permits							
13. Site Drainage Study							
14. Site Drainage Permit							
15. Utility Development Fees							
16. Plant Investment Fees							
17. Electrical Primary Construction Fee							
18. Water Service Construction Fee							
19. Gas Service Construction Fee							
20. Water Tap (Inspection) Fee							
21. Sanitary Tap (Inspection) Fee							
22. Storm Tap (Inspection) Fee							
23. Special Tap Fees							
24. Contractor's Licenses							
25. Zoning Fees							
26. Construction Equipment Licenses							
27. Construction Equipment Permits							



CMAR FEE STRUCTURE

		Preconstruction Fee	CMAR Basic Fee	General Conditions	Direct Cost of Work	By Owner	By Architect	Not in Contract (NIC)
S.	OTHER COSTS							
1.	Sales & Use Taxes (As Required)							
2.	Construction Labor Costs							
3.	Construction Material Costs							
4.	Construction Equipment Costs							
5.	Cost of Design & Engineering							
6.	Mechanical & Electrical Systems Design & Engineering							
7.	A/E Cost for Bid Packages							
8.	Preliminary Soils Investigation							
9.	Title / Development Cost							
10.	Land Costs							
11.	Financing / Interest Cost							
12.	Interim Financing Costs							
13.	Building Operation After Move-In							
14.	Building Maintenance After Move-In							
15.	FF&E Coordination Services							
16.	Owner Moving Transition Manual							
17.	Owner Moving Costs							
18.	GMP Financial Responsibilities							
19.	Preconstruction Services							
20.	Construction Management Services							
21.	Guaranteed Maximum Price Proposal							
22.	Weekly Project Team & Subcontractor Meetings							
23.	Weekly Project Meeting Minutes & Distribution							
24.	CMAR Overhead Cost							
25.	CMAR Profit & Margin							



Exhibit E - CMAR Logistics Division Equipment Rental Rates

Logistics Rental Rates
 Home Location: 6012-DN
 Equipment Class: ALL

Rental Rate Disclaimers:
 • Rates calculate yearly and are 90% or less of adjusted AED Greenbook or Market Rate
 • Charges for superintendent trucks are based on hourly rates varying by JE Dunn Region and are distinct from any truck rates reflected on this sheet.
 • Rates are not subject to a rental cap based on equipment value

Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	21-JOB-CC - 21-Truck-Job-Crew Cab 4x2	01/01/2015	12/31/2015	755.37	251.79	83.93
6012-DN	21-JOB-CC4 - 21-Truck-Job-Crew Cab 4x4	01/01/2015	12/31/2015	755.37	251.79	83.93
6012-DN	21-JOB-RC - 21-Truck-Job - Reg Cab 4x2	01/01/2015	12/31/2015	755.37	251.79	83.93
6012-DN	21-JOB-RC4 - 21-Truck-Job - Reg Cab 4x4	01/01/2015	12/31/2015	755.37	251.79	83.93
6012-DN	21-JOB-SUV - 21-Truck-Job-Site-SUV	01/01/2015	12/31/2015	755.37	251.79	83.93
6012-DN	21-JOB-XC - 21-Truck-Job - Ext Cab 4x2	01/01/2015	12/31/2015	753.37	251.19	83.93
6012-DN	21-SPT-CC - 21-Truck-Super - Crew Cab	01/01/2015	12/31/2015	0.00	0.00	0.00
6012-DN	21-SPT-CC4 - 21-Truck-Super - Crew Cab 4x4	01/01/2015	12/31/2015	0.00	0.00	0.00
6012-DN	21-SPT-RC - 21-Truck-Super - Reg Cab 4x2	01/01/2015	12/31/2015	0.00	0.00	0.00
6012-DN	21-SPT-RC4 - 21-Truck-Super - Reg Cab 4x4	01/01/2015	12/31/2015	0.00	0.00	0.00
6012-DN	21-SPT-SUV - 21-Truck-Super - SUV	01/01/2015	12/31/2015	0.00	0.00	0.00
6012-DN	21-SPT-XC4 - 21-Truck-Super - Ext. Cab 4x4	01/01/2015	12/31/2015	0.00	0.00	0.00
6012-DN	21-TRK JOB - 21-Truck - Jobsite Pickup	01/01/2015	12/31/2015	755.37	251.79	83.93
6012-DN	30-110V - 30-Vibrator - 110V	01/01/2015	12/31/2015	302.11	100.70	33.57
6012-DN	30-110V-HC - 30-Vibrator - 110V -High Cycle	01/01/2015	12/31/2015	302.11	100.70	33.57
6012-DN	30-230V-HC - 30-Vibrator - 230V -High Cycle	01/01/2015	12/31/2015	435.28	145.09	48.36
6012-DN	30-BKT-.75 - 30-Concrete Bucket-.75 YD	01/01/2015	12/31/2015	366.17	122.06	40.69
6012-DN	30-BKT-1.5 - 30-Concrete Bucket-1.5 YD	01/01/2015	12/31/2015	518.54	172.85	57.62
6012-DN	30-CPB-18 - 30-Concrete Power Buggie-18cf	01/01/2015	12/31/2015	952.25	317.42	105.81
6012-DN	30-DR-CORE - 30-Drill - Core	01/01/2015	12/31/2015	468.34	156.45	51.82
6012-DN	30-PLASMA - 30-Plasma Cutter	01/01/2015	12/31/2015	493.85	164.62	64.70
6012-DN	30-RBR CUT - 30-Rebar Cutter	01/01/2015	12/31/2015	273.39	91.13	30.38
6012-DN	30-SAW-ME - 30-Saw - Metal - Cut-off	01/01/2015	12/31/2015	153.04	51.01	17.00
6012-DN	30-SAW08HP - 30-Saw - Concrete - 08 HP	01/01/2015	12/31/2015	398.77	132.92	44.31
6012-DN	30-SHORE-2 - 30-Shores - #2	01/01/2015	12/31/2015	5.75	1.92	0.64
6012-DN	30-SHR-POW - 30-Shears - Power	01/01/2015	12/31/2015	133.25	44.42	14.81
6012-DN	31-MIX-M09 - 31-Mixer - Mortar - 09 CF	01/01/2015	12/31/2015	451.43	150.48	50.16
6012-DN	31-TUB - 31-Tub - Mortar	01/01/2015	12/31/2015	39.69	13.23	4.41
6012-DN	32-BRACE#1 - 32-Brace - Wall - #1 Blue HD	01/01/2015	12/31/2015	19.74	6.58	2.19
6012-DN	33-AUGERTM - 33-Auger - Two Man	01/01/2015	12/31/2015	469.86	156.62	52.21
6012-DN	33-BLOWERL - 33-Blower - Leaf	01/01/2015	12/31/2015	75.48	25.16	8.39
6012-DN	33-BLOWS2S - 33-Blower-Snow-Two Stage	01/01/2015	12/31/2015	246.75	82.25	27.42
6012-DN	33-CHSAW-G - 33-Chainsaw - Gas	01/01/2015	12/31/2015	245.12	81.71	27.24
6012-DN	33-DRIVER - 33-Driver - Fence Post	01/01/2015	12/31/2015	564.48	188.16	62.72



Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	33-DRP MAG - 33-Drill Press - Magnetic	01/01/2015	12/31/2015	333.11	111.04	37.01
6012-DN	33-GANG 1 - 33-Gang Box - Small - Chest	01/01/2015	12/31/2015	79.25	26.42	8.81
6012-DN	33-LEVEL - 33-Level	01/01/2015	12/31/2015	199.46	66.49	22.16
6012-DN	33-LIGHTPD - 33-Light - Pedestal	01/01/2015	12/31/2015	267.08	89.03	29.68
6012-DN	33-LSRBH - 33-Laser - Beacon - Horizontal	01/01/2015	12/31/2015	214.81	71.60	23.87
6012-DN	33-LSRBHW - 33-Laser - Beacon - Horiz/Vert	01/01/2015	12/31/2015	438.61	146.20	48.73
6012-DN	33-LSRBWL - 33-Laser - Beacon - Wall	01/01/2015	12/31/2015	300.72	100.24	33.41
6012-DN	33-LSRPL53 - 33-Laser - PL53	01/01/2015	12/31/2015	290.88	96.96	32.21
6012-DN	33-LSRPL55 - 33-Laser - PL55	01/01/2015	12/31/2015	192.06	64.02	21.34
6012-DN	33-LSRSEN - 33-Laser - Sensor - Red Eye	01/01/2015	12/31/2015	78.47	26.16	8.72
6012-DN	33-TAMPPAD - 33-Tamper - Pad - Vibrating	01/01/2015	12/31/2015	579.17	193.06	64.35
6012-DN	33-TRN20S - 33-Transit - 20 Second	01/01/2015	12/31/2015	285.56	95.19	31.73
6012-DN	33-TRNDCL - 33-Transit - Data Collector - L	01/01/2015	12/31/2015	377.97	125.99	42.00
6012-DN	33-TRNEDM - 33-Transit - EDM	01/01/2015	12/31/2015	657.99	219.33	73.11
6012-DN	33-TRNEDM3 - 33-Transit - EDM - Set 3	01/01/2015	12/31/2015	1,096.65	365.55	121.85
6012-DN	33-TRNROIS - 33-Transit - Robotic - IS 3"	01/01/2015	12/31/2015	2,741.63	913.88	304.63
6012-DN	33-TRNTOTA - 33-Transit - Total Station	01/01/2015	12/31/2015	657.99	219.33	73.11
6012-DN	34-BKR 30A - 34-Breaker - 30/40# - Air	01/01/2015	12/31/2015	217.14	72.38	24.13
6012-DN	34-BKR 60A - 34-Breaker - 60# - Air	01/01/2015	12/31/2015	282.49	94.16	31.38
6012-DN	34-BKR 60E - 34-Breaker - 60# - Electric	01/01/2015	12/31/2015	591.56	197.19	65.73
6012-DN	34-CHIPHR - 34-Chipping Hammer	01/01/2015	12/31/2015	176.75	58.58	19.53
6012-DN	34-SAWCE - 34-Saw - Quickie - Electric	01/01/2015	12/31/2015	277.98	92.66	30.89
6012-DN	34-SAWCG - 34-Saw - Quickie - Gas - 14-16	01/01/2015	12/31/2015	393.68	131.23	43.74
6012-DN	34-TRASHH - 34-Trash Chute - Hopper	01/01/2015	12/31/2015	80.82	26.94	9.01
6012-DN	34-TRASHWR - 34-Trash Chute - Wrap Around	01/01/2015	12/31/2015	38.08	12.69	4.23
6012-DN	35-LIFE-11 - 35-Lifeline - Retractable-11'	01/01/2015	12/31/2015	47.25	15.75	5.25
6012-DN	35-LIFE-20 - 35-Lifeline - Retractable-20'	01/01/2015	12/31/2015	106.95	35.65	11.88
6012-DN	35-LIFE-30 - 35-Lifeline - Retractable-30'	01/01/2015	12/31/2015	159.54	53.18	17.73
6012-DN	35-LIFE-50 - 35-Lifeline - Retractable-50'	01/01/2015	12/31/2015	191.45	63.82	21.27
6012-DN	35-LIFE-5L - 35-Lifeline-Leading Edge-50'	01/01/2015	12/31/2015	252.76	84.25	28.08
6012-DN	35-BANDING - 35-Banding Tool Set	01/01/2015	12/31/2015	61.30	20.43	6.81
6012-DN	35-TORCHC - 35-Torch - Cutting	01/01/2015	12/31/2015	118.13	39.38	13.13
6012-DN	35-WEEDEAT - 35-Weed Eater - Gas	01/01/2015	12/31/2015	119.46	39.82	13.27
6012-DN	37-SANDDW - 37-Sander - Drywall	01/01/2015	12/31/2015	66.62	22.21	7.40
6012-DN	37-WELDWIR - 37-Welder - Wire Feed	01/01/2015	12/31/2015	326.73	108.91	36.30
6012-DN	40-COMPE - 40-Compressor - Elec <10 Gal	01/01/2015	12/31/2015	106.13	35.38	11.79
6012-DN	40-COMPG - 40-Compressor - Gas <10 Gal	01/01/2015	12/31/2015	464.06	154.69	51.56
6012-DN	41-02.0KW - 41-Generator - 02.0KW	01/01/2015	12/31/2015	293.55	97.85	32.62
6012-DN	41-03.5KWH - 41-Generator - 03.5KW - HC	01/01/2015	12/31/2015	397.44	132.48	44.16
6012-DN	41-05.0KW - 41-Generator - 05.0KW	01/01/2015	12/31/2015	466.79	155.59	51.86
6012-DN	41-05.0KWH - 41-Generator - 05.0KW - HC	01/01/2015	12/31/2015	466.79	155.59	51.86
6012-DN	41-06.0KW - 41-Generator - 06.0KW	01/01/2015	12/31/2015	621.42	207.14	69.05



Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	41-05.5KW - 41-Generator - 05.5KW	01/01/2015	12/31/2015	585.82	195.27	65.09
6012-DN	41-08-9KW - 41-Generator - 08.0 - 9.7KW	01/01/2015	12/31/2015	674.94	224.98	74.99
6012-DN	42-WP-2ESL - 42-Water Pump - 2" Elec SP LDE	01/01/2015	12/31/2015	288.16	96.05	32.02
6012-DN	42-WP-2G - 42-Water Pump - 2" Gas	01/01/2015	12/31/2015	307.02	102.34	34.11
6012-DN	43-FLRSQUE - 43-Squeegee - Floor	01/01/2015	12/31/2015	237.90	79.30	26.43
6012-DN	43-PLSH-FL - 43-Polisher - Floor - 17"	01/01/2015	12/31/2015	308.43	102.81	34.27
6012-DN	43-PLSH-SC - 43-Polisher - Floor - Scrape	01/01/2015	12/31/2015	359.54	119.85	39.95
6012-DN	43-VACEDCO - 43-Vacuum - EDGO Floor Grindar	01/01/2015	12/31/2015	560.26	196.42	65.47
6012-DN	44-DEHUMID - 44-Dehumidifier 300-400 CFM	01/01/2015	12/31/2015	181.49	60.50	20.17
6012-DN	44-FAN36HV - 44-Fan - Carpet - Blower	01/01/2015	12/31/2015	55.03	18.34	6.11
6012-DN	44-FANATTI - 44-Fan - Attic	01/01/2015	12/31/2015	198.71	66.24	22.08
6012-DN	44-FANCAM - 44-Fan - Clean Air Mach - Mini	01/01/2015	12/31/2015	225.13	75.04	25.01
6012-DN	44-FANCAPT - 44-Fan - Clean Air Mach - Port	01/01/2015	12/31/2015	237.53	79.18	26.39
6012-DN	44-FANSP - 44-Fan - Super	01/01/2015	12/31/2015	411.24	137.08	45.89
6012-DN	44-KKUBE - 44-Kube - Kontrol Kube Unit	01/01/2015	12/31/2015	797.80	265.87	88.62
6012-DN	44-PACOOOL - 44-PORT-A-COOOL	01/01/2015	12/31/2015	189.00	63.00	21.00
6012-DN	45-PWASH3K - 45-Pressura Washer-3000Pal Gas	01/01/2015	12/31/2015	523.78	174.59	58.20
6012-DN	45-VAC12GD - 45-Vacuum - 12-16 Gal Dustless	01/01/2015	12/31/2015	172.29	57.43	19.14
6012-DN	45-VACBACK - 45-Vacuum - Backpack	01/01/2015	12/31/2015	159.67	53.22	17.74
6012-DN	45-VACCARP - 45-Vacuum - Carpet Sweeper	01/01/2015	12/31/2015	77.77	25.92	8.64
6012-DN	45-VACHEPA - 45-Vacuum - Heps Carpet Sweep	01/01/2015	12/31/2015	110.85	36.95	12.32
6012-DN	46-CAMFLIR - 46-Camera - FLIR	01/01/2015	12/31/2015	3,071.25	1,023.75	341.25
6012-DN	46-MOTION - 46-Motion Device	01/01/2015	12/31/2015	289.41	96.47	32.16
6012-DN	46-RAD1000 - 46-Radio - Handie Talkie-1000	01/01/2015	12/31/2015	80.05	26.68	8.89
6012-DN	46-RAD1250 - 46-Radio - Handie Talkie-1250	01/01/2015	12/31/2015	80.05	26.68	8.89
6012-DN	46-RAD6550 - 46-Radio-Handie Talkie-XPR6550	01/01/2015	12/31/2015	82.19	27.40	9.13
6012-DN	46-SCANRBR - 46-Scanner - Rebar - PS1000	01/01/2015	12/31/2015	2,835.00	945.00	315.00
6012-DN	46-TESTG - 46-Test EQ - Gas Dectector	01/01/2015	12/31/2015	320.47	106.82	35.61
6012-DN	46-TESTSM2 - 46-Test EQ - Sound Meter #2	01/01/2015	12/31/2015	206.64	68.88	22.96
6012-DN	46-TESTTG - 46-Test EQ - Thickness Gauge	01/01/2015	12/31/2015	364.65	121.55	40.52
6012-DN	47-GATOR - 47-Gator	01/01/2015	12/31/2015	574.34	191.45	63.82
6012-DN	47-GATOR4S - 47-Gator-4 Seat	01/01/2015	12/31/2015	1,160.26	386.75	128.92
6012-DN	47-GOLF - 47-Golf Cart	01/01/2015	12/31/2015	384.65	121.55	40.52
6012-DN	47-UTV2S - 47-Utility Vehicle - 2 Seat	01/01/2015	12/31/2015	574.34	191.45	63.82
6012-DN	47-UTV4S - 47-Utility Vehicle - 4 Seat	01/01/2015	12/31/2015	1,160.26	386.75	128.92
6012-DN	48-HE 208V - 48-Heater - 208V Electric	01/01/2015	12/31/2015	328.51	109.50	36.50
6012-DN	48-HP 1.0M - 48-Heater - Propane - 1.0M BTU	01/01/2015	12/31/2015	405.27	135.09	45.03
6012-DN	48-HP 1.5M - 48-Heater - Propane - 1.5M BTU	01/01/2015	12/31/2015	625.09	208.36	69.45
6012-DN	48-HP 225 - 48-Heater - Propane - 225K BTU	01/01/2015	12/31/2015	233.18	77.73	25.91
6012-DN	48-HP 70 - 48-Heater - Propane - 70K BTU	01/01/2015	12/31/2015	61.67	20.56	6.85
6012-DN	49-BARRIER - 49-Barrier Lifting Bracket	01/01/2015	12/31/2015	891.67	297.22	99.07
6012-DN	49-CAGE2MN - 49-Cage - 2 Man Working Cage	01/01/2015	12/31/2015	354.38	118.13	39.38



Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	49-CARTSHT - 49-Cart - Sheetrock	01/01/2015	12/31/2015	82.74	27.58	9.19
6012-DN	49-CARTIP - 49-Cart - Trash - Plastic 1/2	01/01/2015	12/31/2015	110.43	36.81	12.27
6012-DN	49-DOLLYD - 49-Dolly - Door	01/01/2015	12/31/2015	19.17	6.39	2.13
6012-DN	49-HOCH1.0 - 49-Hoist - Chain - 1.0T	01/01/2015	12/31/2015	102.10	34.03	11.34
6012-DN	49-HOCH3.0 - 49-Hoist - Chain - 3.0T	01/01/2015	12/31/2015	203.27	67.76	22.59
6012-DN	49-HOPC2T - 49-Hopper - Trash - Crane - 2T	01/01/2015	12/31/2015	158.90	52.97	17.66
6012-DN	49-HOPFL2Y - 49-Hopper - Trash - Forklift2Y	01/01/2015	12/31/2015	90.34	30.11	10.04
6012-DN	49-PLTJACK - 49-Pallet Jack	01/01/2015	12/31/2015	97.87	32.62	10.87
6012-DN	49-SAFERES - 49-Safety Rescue Hoist	01/01/2015	12/31/2015	233.18	77.73	25.91
6012-DN	49-SCISR19 - 49-Scissor - Lift - 19'	01/01/2015	12/31/2015	428.30	142.77	47.59
6012-DN	49-SCISR26 - 49-Scissor - Lift - 26'	01/01/2015	12/31/2015	606.36	202.13	67.38
6012-DN	52-16' ENC - 52-Enclosed Trailer = or >10'	01/01/2015	12/31/2015	385.88	128.63	42.77
6012-DN	52-CONT-20 - 52-Container - 20'	01/01/2015	12/31/2015	114.86	38.29	12.76
6012-DN	52-CONT-40 - 52-Container - 40'	01/01/2015	12/31/2015	151.13	50.38	16.79
6012-DN	52-VAN - 52-Trailer - Van	01/01/2015	12/31/2015	229.73	76.58	25.53
6012-DN	58-OFF-50' - 58-Office Trailer - 50' X 10'	01/01/2015	12/31/2015	319.33	108.44	35.48
6012-DN	60-IW .25C - 60-Impact Wrench-.25" Cordless	01/01/2015	12/31/2015	70.19	23.40	7.80
6012-DN	60-IW .5C - 60-Impact Wrench-.5" Cordless	01/01/2015	12/31/2015	86.53	28.84	9.61
6012-DN	60-IW .5E - 60-Impact Wrench-.5" Elec	01/01/2015	12/31/2015	46.75	15.58	5.19
6012-DN	60-SAWCHOP - 60-Saw - Chop - Metal	01/01/2015	12/31/2015	94.01	31.34	10.45
6012-DN	64-ROTO-L - 64-Rotohammer - Large-SDS Max	01/01/2015	12/31/2015	311.30	103.77	34.59
6012-DN	64-ROTO-LT - 64-Rotohammer - L-SDS Max TE70	01/01/2015	12/31/2015	338.87	112.96	37.65
6012-DN	64-ROTO-S - 64-Rotohammer - SDS+ Electric	01/01/2015	12/31/2015	85.47	28.49	9.50
6012-DN	64-ROTO-SC - 64-Rotohammer - SDS+ Cordless	01/01/2015	12/31/2015	117.16	39.05	13.02
6012-DN	66-BNDFILE - 66-Band File	01/01/2015	12/31/2015	51.98	17.33	5.78
6012-DN	66-DR .37 - 66-Drill-.375-3/8"	01/01/2015	12/31/2015	37.92	12.64	4.21
6012-DN	66-DR .37A - 66-Drill-.375-3/8" Angle	01/01/2015	12/31/2015	69.15	23.05	7.68
6012-DN	66-DR .5A - 66-Drill-.5-1/2" Angle	01/01/2015	12/31/2015	114.08	38.03	12.68
6012-DN	66-DR .5C - 66-Drill-.5-1/2" Cordless	01/01/2015	12/31/2015	80.29	20.10	6.70
6012-DN	66-DR .5CH - 66-Drill-.5-1/2" Cordless Hmr	01/01/2015	12/31/2015	82.96	20.99	7.00
6012-DN	66-DR .5EH - 66-Drill-.5-1/2" Elect Hammer	01/01/2015	12/31/2015	71.32	23.77	7.92
6012-DN	66-DR .5M - 66-Drill-.5-1/2" Mixing	01/01/2015	12/31/2015	108.90	36.30	12.10
6012-DN	66-GDR-4-6 - 66-Grinder - Hand - 4.5"-6"	01/01/2015	12/31/2015	80.29	20.10	6.70
6012-DN	66-GDR-7-9 - 66-Grinder - Hand - 7"-9"	01/01/2015	12/31/2015	79.79	26.65	8.88
6012-DN	66-GDR-DIE - 66-Grinder - Dia	01/01/2015	12/31/2015	74.09	24.70	8.23
6012-DN	66-GDR-DL - 66-Grinder - Dustless	01/01/2015	12/31/2015	66.15	22.05	7.35
6012-DN	67-JIGSAWL - 67-Jigsaw - Large	01/01/2015	12/31/2015	77.77	25.92	8.64
6012-DN	67-JIGSAWS - 67-Jigsaw - Small	01/01/2015	12/31/2015	29.63	9.88	3.29
6012-DN	67-JINTERP - 67-Jointer - Plate	01/01/2015	12/31/2015	39.49	13.16	4.39
6012-DN	67-NAILBRD - 67-Nailer - Brad - Air	01/01/2015	12/31/2015	119.46	30.82	13.27
6012-DN	67-NAILDPX - 67-Nailer - Duplex	01/01/2015	12/31/2015	230.02	76.67	25.58
6012-DN	67-NAILFIN - 67-Nailer - Finish - Air	01/01/2015	12/31/2015	95.79	31.93	10.64



Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	67-NAILFRM - 67-Nailer - Framing - Air	01/01/2015	12/31/2015	95.79	31.93	10.64
6012-DN	67-PLNRDRS - 67-Plaster - Door - Spiral	01/01/2015	12/31/2015	63.79	21.26	7.09
6012-DN	67-POWDER - 67-Powder Activated Gun	01/01/2015	12/31/2015	206.77	68.92	22.97
6012-DN	67-ROUTCO - 67-Router - Cut Out	01/01/2015	12/31/2015	18.93	5.31	2.10
6012-DN	67-ROUTPLN - 67-Router - Plunge	01/01/2015	12/31/2015	40.16	13.39	4.46
6012-DN	67-ROUTSM - 67-Router - Small	01/01/2015	12/31/2015	50.33	16.78	5.59
6012-DN	67-SANDBLT - 67-Sander - Belt - 4'X24"	01/01/2015	12/31/2015	84.43	28.14	9.38
6012-DN	67-SANDOS - 67-Sander - Orbital - 5"	01/01/2015	12/31/2015	55.37	18.46	6.15
6012-DN	67-SAWBDL - 67-Saw - Band - Large	01/01/2015	12/31/2015	176.89	58.96	19.65
6012-DN	67-SAWBDS - 67-Saw - Band - Small	01/01/2015	12/31/2015	180.82	53.61	17.87
6012-DN	67-SAWC07 - 67-Saw - Circular - 7-1/4"	01/01/2015	12/31/2015	60.29	20.10	6.70
6012-DN	67-SAWC10 - 67-Saw - Circular - 10"	01/01/2015	12/31/2015	110.73	35.91	12.30
6012-DN	67-SAWCCL - 67-Saw - Circular Cordless 18V	01/01/2015	12/31/2015	167.71	55.90	18.63
6012-DN	67-SAWM12 - 67-Saw - Miter - 12"	01/01/2015	12/31/2015	156.23	52.08	17.36
6012-DN	67-SAWT10 - 67-Saw - Table - 8-10"	01/01/2015	12/31/2015	175.75	58.58	19.53
6012-DN	67-SAWZAL - 67-Sawzall	01/01/2015	12/31/2015	82.14	20.71	6.90
6012-DN	67-SAWZALC - 67-Sawzall - Cordless	01/01/2015	12/31/2015	103.01	34.34	11.45
6012-DN	67-SAWZALS - 67-Sawzall - Super	01/01/2015	12/31/2015	57.42	19.14	6.38
6012-DN	67-SCREWLG - 67-Screwgun - Large	01/01/2015	12/31/2015	53.30	17.77	5.92
6012-DN	67-SCREWSM - 67-Screwgun - Small	01/01/2015	12/31/2015	48.24	16.08	5.36
6012-DN	71-AC 375 - 71-Comp 375 CFM	01/01/2015	12/31/2015	1,282.55	427.52	142.51
6012-DN	71-AC>210 - 71-Comp 125-210 CFM	01/01/2015	12/31/2015	873.18	291.06	97.02
6012-DN	72-25KW - 72-Generator - 25.0KW	01/01/2015	12/31/2015	1,141.09	380.36	125.79
6012-DN	72-70KW - 72-Generator - 70.0KW	01/01/2015	12/31/2015	1,726.20	575.40	191.80
6012-DN	73-FL VR05 - 73-Forklift - Vble Reach - 5K	01/01/2015	12/31/2015	1,890.00	630.00	210.00
6012-DN	73-FL VR08 - 73-Forklift - Vble Reach - 8K	01/01/2015	12/31/2015	2,401.25	800.42	266.81
6012-DN	73-FL VR10 - 73-Forklift - Vble Reach - 10K	01/01/2015	12/31/2015	2,704.29	901.43	300.48
6012-DN	73-FL VR12 - 73-Forklift - Vble Reach - 12K	01/01/2015	12/31/2015	3,859.78	1,289.93	429.98
6012-DN	73-FL VR12 - 73-Forklift - Vble Reach - 12K	01/01/2015	12/31/2015	4,530.48	1,510.16	503.39
6012-DN	76-LA SWPR - 76-Loader - Pick-up Sweeper	01/01/2015	12/31/2015	1,081.55	360.52	120.17
6012-DN	78-LDR 20 - 78-Utility Loader - 2000lb	01/01/2015	12/31/2015	1,518.14	506.05	168.68
6012-DN	78-LDR 25 - 78-Utility Loader - 2500lb	01/01/2015	12/31/2015	1,746.36	582.12	194.04
6012-DN	78-LDRSK - 78-Skip Loader	01/01/2015	12/31/2015	2,200.00	733.33	244.44
6012-DN	78-TLDR 25 - 78-Track Loader - 2500lb	01/01/2015	12/31/2015	2,619.54	873.18	291.06
6012-DN	77-H2O-2K - 77-Truck - Water - 2K Gallon	01/01/2015	12/31/2015	3,509.28	1,169.76	389.92
6012-DN	77-H2O-4K - 77-Truck - Water - 4K Gallon	01/01/2015	12/31/2015	4,951.25	1,653.75	551.25
6012-DN	81-04'X3' - 81-Modulorm-4'x3'	01/01/2015	12/31/2015	2.26	0.75	0.25
6012-DN	81-04'X4' - 81-Modulorm-4'x4'	01/01/2015	12/31/2015	2.60	0.87	0.29
6012-DN	81-04'X6' - 81-Modulorm-4'x6'	01/01/2015	12/31/2015	3.84	1.21	0.40
6012-DN	81-04'X8' - 81-Modulorm-4'x8'	01/01/2015	12/31/2015	4.59	1.53	0.51
6012-DN	81-05'X3' - 81-Modulorm-5'x3'	01/01/2015	12/31/2015	2.46	0.82	0.27
6012-DN	81-05'X4' - 81-Modulorm-5'x4'	01/01/2015	12/31/2015	2.95	0.98	0.33



Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	81-06*X6 - 81-Modulform-6*x6	01/01/2015	12/31/2015	3.92	1.31	0.44
6012-DN	81-06*X8 - 81-Modulform-6*x8	01/01/2015	12/31/2015	4.77	1.59	0.53
6012-DN	81-08*X3 - 81-Modulform-8*x3	01/01/2015	12/31/2015	2.60	0.87	0.29
6012-DN	81-08*X4 - 81-Modulform-8*x4	01/01/2015	12/31/2015	3.14	1.05	0.35
6012-DN	81-08*X6 - 81-Modulform-8*x6	01/01/2015	12/31/2015	4.67	1.56	0.52
6012-DN	81-08*X8 - 81-Modulform-8*x8	01/01/2015	12/31/2015	5.65	1.88	0.63
6012-DN	81-10*X4 - 81-Modulform-10*x4	01/01/2015	12/31/2015	3.59	1.20	0.40
6012-DN	81-10*X6 - 81-Modulform-10*x6	01/01/2015	12/31/2015	4.77	1.59	0.53
6012-DN	81-10*X8 - 81-Modulform-10*x8	01/01/2015	12/31/2015	5.85	1.95	0.65
6012-DN	81-12*X3 - 81-Modulform-12*x3	01/01/2015	12/31/2015	2.95	0.98	0.33
6012-DN	81-12*X4 - 81-Modulform-12*x4	01/01/2015	12/31/2015	3.88	1.23	0.41
6012-DN	81-12*X6 - 81-Modulform-12*x6	01/01/2015	12/31/2015	4.99	1.66	0.55
6012-DN	81-12*X8 - 81-Modulform-12*x8	01/01/2015	12/31/2015	6.22	2.07	0.69
6012-DN	81-14*X3 - 81-Modulform-14*x3	01/01/2015	12/31/2015	3.22	1.07	0.36
6012-DN	81-14*X4 - 81-Modulform-14*x4	01/01/2015	12/31/2015	3.83	1.28	0.43
6012-DN	81-14*X6 - 81-Modulform-14*x6	01/01/2015	12/31/2015	5.65	1.88	0.63
6012-DN	81-14*X8 - 81-Modulform-14*x8	01/01/2015	12/31/2015	6.51	2.17	0.72
6012-DN	81-16*X4 - 81-Modulform-16*x4	01/01/2015	12/31/2015	3.87	1.26	0.43
6012-DN	81-16*X6 - 81-Modulform-16*x6	01/01/2015	12/31/2015	5.61	1.87	0.62
6012-DN	81-16*X8 - 81-Modulform-16*x8	01/01/2015	12/31/2015	6.74	2.25	0.75
6012-DN	81-18*X4 - 81-Modulform-18*x4	01/01/2015	12/31/2015	4.02	1.34	0.45
6012-DN	81-18*X6 - 81-Modulform-18*x6	01/01/2015	12/31/2015	5.76	1.92	0.64
6012-DN	81-18*X8 - 81-Modulform-18*x8	01/01/2015	12/31/2015	7.11	2.37	0.79
6012-DN	81-20*X3 - 81-Modulform-20*x3	01/01/2015	12/31/2015	3.70	1.23	0.41
6012-DN	81-20*X4 - 81-Modulform-20*x4	01/01/2015	12/31/2015	4.47	1.49	0.50
6012-DN	81-20*X6 - 81-Modulform-20*x6	01/01/2015	12/31/2015	5.81	1.94	0.65
6012-DN	81-20*X8 - 81-Modulform-20*x8	01/01/2015	12/31/2015	7.40	2.47	0.82
6012-DN	81-22*X4 - 81-Modulform-22*x4	01/01/2015	12/31/2015	4.76	1.59	0.53
6012-DN	81-22*X6 - 81-Modulform-22*x6	01/01/2015	12/31/2015	6.46	2.15	0.72
6012-DN	81-22*X8 - 81-Modulform-22*x8	01/01/2015	12/31/2015	7.90	2.63	0.88
6012-DN	81-24*X3 - 81-Modulform-24*x3	01/01/2015	12/31/2015	3.37	1.12	0.37
6012-DN	81-24*X4 - 81-Modulform-24*x4	01/01/2015	12/31/2015	3.61	1.20	0.40
6012-DN	81-24*X6 - 81-Modulform-24*x6	01/01/2015	12/31/2015	5.10	1.70	0.57
6012-DN	81-24*X8 - 81-Modulform-24*x8	01/01/2015	12/31/2015	5.45	1.82	0.61
6012-DN	81-24*X8 - 81-Modulform-24*x8	01/01/2015	12/31/2015	6.20	2.07	0.69
6012-DN	81-HISC3 - 81-Modulform HISC Column 3	01/01/2015	12/31/2015	6.97	2.32	0.77
6012-DN	81-HISC4 - 81-Modulform HISC Column 4	01/01/2015	12/31/2015	7.80	2.60	0.87
6012-DN	81-HISC6 - 81-Modulform HISC Column 6	01/01/2015	12/31/2015	12.25	4.08	1.36
6012-DN	81-HISC8 - 81-Modulform HISC Column 8	01/01/2015	12/31/2015	15.49	5.16	1.72
6012-DN	81-ISC4*X4 - 81-Modulform ISC 4*x4	01/01/2015	12/31/2015	3.22	1.07	0.36
6012-DN	81-ISC4*X6 - 81-Modulform ISC 4*x6	01/01/2015	12/31/2015	4.89	1.63	0.54
6012-DN	81-ISC4*X8 - 81-Modulform ISC 4*x8	01/01/2015	12/31/2015	5.86	1.95	0.65



Home Location	Class	Start Date	End Date	28-Day Rate	Weekly Rate	Daily Rate
6012-DN	81-ISC6*X3 - 81-Modulorm ISC 6"x3	01/01/2015	12/31/2015	2.95	0.98	0.33
6012-DN	81-ISC6*X4 - 81-Modulorm ISC 6"x4	01/01/2015	12/31/2015	3.35	1.12	0.37
6012-DN	81-ISC6*X6 - 81-Modulorm ISC 6"x6	01/01/2015	12/31/2015	5.13	1.71	0.57
6012-DN	81-ISC6*X8 - 81-Modulorm ISC 6"x8	01/01/2015	12/31/2015	6.05	2.02	0.67
6012-DN	90-CASTER - 90-Scaffold - 8" Casters	01/01/2015	12/31/2015	5.28	1.75	0.58
6012-DN	90-FRAME7 - 90-Scaffold - Frame 7'6"	01/01/2015	12/31/2015	7.54	2.51	0.84
6012-DN	90-GRPOST - 90-Guard Rail Post	01/01/2015	12/31/2015	1.61	0.54	0.18
6012-DN	90-GRRAILS - 90-Guard Rail	01/01/2015	12/31/2015	0.97	0.32	0.11
6012-DN	90-LEVJACK - 90-Scaffold - Leveling Jack	01/01/2015	12/31/2015	2.08	0.69	0.23
6012-DN	90-MASON3' - 90-Scaffold - Mason Frame 3'	01/01/2015	12/31/2015	3.31	1.10	0.37
6012-DN	90-MASON4' - 90-Scaffold - Mason Frame 4'	01/01/2015	12/31/2015	3.10	1.03	0.34
6012-DN	90-MASON5' - 90-Scaffold - Mason Frame 5'	01/01/2015	12/31/2015	4.61	1.54	0.51
6012-DN	90-PLKA07' - 90-Plank - 7' - Aluminum	01/01/2015	12/31/2015	11.52	3.84	1.28
6012-DN	90-PLKS07' - 90-Plank - 7' - Steel	01/01/2015	12/31/2015	4.00	1.33	0.44
6012-DN	90-SIDEWAL - 90-Scaffold - Sidewall Bracket	01/01/2015	12/31/2015	3.08	1.03	0.34
6012-DN	90-X-BRACE - 90-Scaffold - X - Brace	01/01/2015	12/31/2015	1.27	0.42	0.14
6012-DN	92-BAKER - 92-Scaffold - Baker Rolling	01/01/2015	12/31/2015	63.45	21.15	7.05

EXHIBIT H – INSURANCE AND BOND RATE SCHEDULE

1. CMAR and Subcontractor General Liability Insurance, and other insurance (DCIP) – 1.05% of the Cost of the Project.
2. CMAR Subguard Program – 1.10% of Subcontractor and Major Supplier Contract Volume.
3. CMAR Performance & Payment Bond – 0.70% of the Cost of the Project.

COMMISSIONING AGENT CONTRACT

Contract to be signed by AICM and Iconergy, Ltd.

Systems to be Commissioned Include:

- 1) HVAC Systems and Equipment
 - a. All Central Utility Plant Equipment
 - b. All Connector Equipment
 - c. All Herschler Building Equipment
 - d. All Capitol Building Equipment
 - e. Test and Balance (TAB) Verification for all systems and equipment
 - f. Building Automation Systems for all buildings and equipment
- 2) Plumbing Systems (CUP, Herschler and Capitol)
- 3) Life Safety Systems (CUP, Herschler and Capitol)
 - a. Smoke evacuation
- 4) Electrical Systems (CUP, Herschler and Capitol)
 - a. Lighting controls
- 5) Other Systems (Herschler and Capitol)
 - a. Building Envelope
 - b. Roof System
 - c. Elevator/lifts
 - d. Technology and AV systems
 - e. Doors and hardware systems

Term extends through approximately November 30, 2018.

ENVIRONMENTAL INSPECTIONS CONTRACT

Contract executed by AICM and SJR Environmental Consulting Services, Inc.

Cost: \$18,200.00

Services Include:

Building inspection testing services at the Wyoming State Capitol and Herschler Building to include asbestos, lead-based paint, regulated building materials, and mold.

Term extends through August 31, 2018.

**CONTRACT FOR
PROFESSIONAL MATERIALS TESTING SERVICES BETWEEN
THE STATE OF WYOMING, ADMINISTRATION AND INFORMATION,
CONSTRUCTION MANAGEMENT
AND
SJR ENVIRONMENTAL CONSULTING SERVICES, INC.**

1. **Parties.** The parties to this Contract are the State of Wyoming, Administration and Information, Division of Construction Management (hereinafter referred to as "A&I"), whose address is 700 West 21st Street, Cheyenne, Wyoming 82002 and SJR Environmental Consulting Services, Inc. (hereinafter referred to as "Consultant"), whose address for the purposes of this Contract is 7800 South Highway 287, #202, Ft. Collins, Colorado 80525.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Consultant shall provide building inspection testing services to include asbestos, lead-based paint, regulated building materials, and mold at the Wyoming State Capitol and Herschler Building as per Attachment A, Environmental Services Proposal which is attached and made part of this Contract.

A. **Physical Parameters.** Provide professional testing services. Specifically, Consultant shall be responsible for work and materials described in Attachment A.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from the date of execution through August 31, 2018.

By law, contracts for professional or other services must be approved by the Attorney General and the Procurement Services Division of the Department of Administration and Information, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.**

A. **Contract Sum.**

(i) A&I agrees to pay Consultant for the services described herein as per Attachment A. The total payment under this Contract shall not exceed eighteen thousand two hundred dollars (\$18,200.00). Payment will be made upon invoice. Payment shall be made from the Construction Management budget. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract. In the event of conflict between the language contained in this Contract, and any language contained in any attachment, the language in this Contract shall control.

(ii) Expenses as required for the Project are included in the cost of the Project described in Attachment A.

(iii) Consultant may submit monthly invoices for payment for work completed during that month. No advance payment for services may be requested. Payments shall be made pursuant to Wyo. Stat. § 16-6-602. Payments made after forty-five (45) days from the date of the invoice will include interest at the legal rate for the State of Wyoming.

(iv) All Project records shall be maintained in a manner consistent with generally accepted accounting principles (GAAP). All records shall be available to A&I or its authorized representatives upon request.

B. Payment of Consultant's Additional Services. Payment of Consultant's additional services shall be computed as per Attachment A.

5. Responsibilities of Consultant.

A. General Services.

(i) The services to be provided by Consultant are described herein and in Attachment A, all of which are made a part of this Contract herein by this reference.

(ii) Consultant's services shall be performed expeditiously and in a manner consistent with professional skill, care, and orderly progress.

(iii) Consultant may have a direct contract with a person or entity to perform a portion of services required by this Contract. Such subcontract to other consultants is at the Consultant's sole expense. Consultant agrees that it is fully responsible to A&I for negligence, negligent acts and omissions of its subconsultant and their agents, and or persons either directly or indirectly employed by them, as it is for the negligence, negligent acts or omissions of persons directly employed by it. Nothing in the foregoing procedure shall create any contractual relation between A&I and any sub-consultants employed by Consultant under the terms of this Contract. By written agreement, Consultant shall require each subconsultant, to the extent of the services to be performed by subconsultant, to be bound to Consultant by the terms of this Contract, and to assume all obligations and responsibilities which Consultant, by this Contract, assumes.

(iv) Consultant shall consult, to the extent required by A&I, with authorized employees, agents, and/or representatives of A&I and the State of Wyoming, relative to the construction of the Project. Additionally, Consultant will cooperate with other professionals employed by A&I for the design of other work related to the Project.

(v) Wyoming Department of A&I previously provided to consultant all available drawings on the proposed construction Project.

(vi) Consultant shall provide copies of all documents A&I or other appropriate authorities and agencies require for review and approval. Expenses incurred for document reproduction will be borne by Consultant.

6. Responsibilities of A&I.

A. Unless otherwise provided in this Contract, A&I shall provide in a timely manner full information regarding requirements for and limitations on the Project.

B. A&I's Project Representative as identified in Paragraph 8(Q) shall be authorized to act on behalf of A&I with respect to the Project.

7. Special Provisions.

A. Limitation of Payments. A&I's obligation to pay the Consultant for services rendered pursuant to this Contract is conditioned upon the availability of state funds which are allocated to pay the Consultant. If funds are not allocated and available for A&I to pay the Consultant for these services, A&I may terminate this Contract at the end of the period for which the funds are available.

A&I shall notify Consultant at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to A&I in the event this provision is exercised, and A&I 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 so as to permit A&I to terminate this Contract to acquire similar services from another party. The Consultant shall be paid for all services provided and expenses incurred prior to receipt of any such notification that A&I is terminating the Contract because of a shortage of funds.

B. Monitor Activities. A&I shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Contract related work.

C. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

D. Nondiscrimination. Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. Consultant shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance of this Contract. Consultant shall include the provisions of this section in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

E. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant shall identify A&I as the sponsoring entity and shall not be released without prior written approval from A&I.

F. **Required Resident Labor.** Consultant agrees to comply with the requirements of Wyo. Stat. §16-6-203 for any "Laborers" (as defined in Wyo. Stat. §16-6-202 (a)(i)) employed to perform work under this Contract. Consultant understands that failure to comply with the Required Resident Labor Statute is punishable pursuant to Wyo. Stat. §16-6-206. Unless otherwise provided in the Contract, the Consultant shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent. The Consultant shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

8. **General Provisions.**

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

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

C. **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 Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

D. **Audit.** A&I and any of its representatives shall have access to any books, documents, papers, and records of Consultant which are pertinent to this Contract.

E. **Award of Related Contracts.** A&I may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and A&I in all such cases.

F. **Compliance with Law.** Consultant's professional services shall comply with sound materials testing practices, and Consultant shall keep informed of and comply with all applicable federal, state, and local laws, regulations, codes, and standards in the performance of this Contract. In the event of a change in laws and/or regulations, Consultant shall inform A&I

of the change and its impact on work performed or to be performed, fees and costs involved, and scheduling implications. If either party believes the change requires a renegotiation of this Contract, both parties will promptly renegotiate the Contract in good faith. If a renegotiated Contract cannot be agreed upon, either party may terminate this Agreement pursuant to Paragraph 8(Z).

G. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Consultant in the performance of this Contract shall be kept confidential by Consultant unless written permission is granted by A&I for its release. Consultant shall have similar agreements with any subconsultants so as to maintain the confidentiality of information specifically designated as confidential by A&I.

H. Conflicts of Interest. Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to A&I or a disclosure which would adversely affect the interests of A&I. Consultant shall notify A&I of any potential or actual conflicts of interest during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to A&I or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

A conflict of interest warranting termination of this Contract includes, but is not necessarily limited to, representing a client in an adversarial proceedings against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

I. Entirety of Contract. This Contract, consisting of twelve (12) pages, and Attachment A, Environmental Services Proposal dated February 16, 2015 and consisting of four (4) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

J. Ethics. Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.

K. Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Consultant and approved by A&I. An extension shall be effective only after it is reduced to writing and executed by all parties to this Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an

unambiguous identification of this Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

L. Force Majeure. Neither party 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.

M. Indemnification.

(i) Consultant shall indemnify and hold harmless the State, A&I, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

(ii) Consultant shall be liable to A&I for all damages, including consequential damages, and all expenses, costs, attorneys' fees, and payments incurred by A&I as the result of negligence, negligent acts, or errors or omissions in services furnished under this Contract.

(iii) Without limitation of other remedies A&I may have, Consultant will, without additional compensation, correct or revise any errors, negligent acts, or omissions in its designs, drawings, specifications or other services.

N. Independent Contractor. The Consultant shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, Consultant shall be free from control or direction over details of the performance of this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Consultant

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

O. Kickbacks. Consultant 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 Consultant breaches or violates this warranty, A&I may, at its discretion, terminate this Contract without liability to A&I, or deduct from the Contract price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee per Wyo. Stat. § 9-2-1032.

P. Nonresident Contractors. Wyo. Stat. § 17-16-1501 requires nonresident corporations to be registered with the Wyoming Secretary of State's office. Wyo. Stat. § 27-1-106(a) provides that firms, corporations or employers of any kind who are nonresident employers and expect to pay wages in the state of Wyoming in excess of ten thousand dollars (\$10,000.00) monthly, or one hundred twenty thousand dollars (\$120,000.00) annually, as a result of conducting business within Wyoming, are required to file with the director of the department of workforce services a surety bond or other security meeting these requirements. By signing this Contract, Contractor agrees to abide by these provisions and to contact the Wyoming Department of Workforce Services to obtain proof that it is in good standing with both its Unemployment Tax Division and Worker's Safety and Compensation Division and to provide such proof to Agency upon request.

Q. 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 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.

(i) A&I Project Representative is Dennis Egge and/or his designee, whose address is 700 West 21st Street, Cheyenne, Wyoming 82002.

(ii) The Consultant's Project Representative is Thomas Norman and/or his designee, whose address is 7800 South Highway 287, #202, Ft. Collins, Colorado 80525.

R. Notice and Approval of Proposed Sale or Transfer of Consultant. Consultant shall provide A&I with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Consultant. Such notice shall be provided in accordance with the notice provision of this Contract. If A&I determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of Consultant's obligations under this Contract, then A&I may, at its option, terminate or renegotiate the Contract.

S. Ownership of Documents/Work Product/Materials. All construction documents including, but not limited to, the plans and specifications prepared by Consultant, whether complete or incomplete, shall be and remain the property of A&I, and any other reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of A&I. A&I will not revise or reuse any of the construction documents without prior written approval of Consultant. Consultant will not be held liable for any claim or loss for reuse of the construction documents over which Consultant has no control.

T. Proof of Insurance. The Consultant shall not commence work under this Contract until Consultant has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) Commercial General Liability Insurance. Consultant 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 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.

(ii) Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of this Contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

(iii) Workers' Compensation or Employers' Liability Insurance. The Consultant shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate. Non-Wyoming Consultant'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. The Consultant shall also supply to the Agency proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.

(iv) Professional Liability or Errors and Omissions Liability Insurance. Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect against any and all claims arising from Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties owed the State or A&I by Consultant or any of its subconsultants in an amount not less than five hundred thousand dollars (\$500,000.00).

(v) Proof of Insurance. The Consultant shall provide to A&I proof of workers' compensation and unemployment coverage for all its employees who are to work on the Project described in this Contract. Certificates of good standing in each of the Wyoming Workers' Compensation and Unemployment Insurance programs shall serve as sufficient proof

if the Consultant is statutorily required to participate in those programs. If the Consultant'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 Agency.

(vi) **Coverage.** 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. Consultant shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Agency of any cancellation or non renewal of any coverage required under this Contract.

(vii) **A&I's Right to Reject.** A&I reserves the right to reject a certificate of insurance if Consultant's insurance company is widely regarded in the insurance industry as financially unstable. Such determination of instability would include, but not be limited to, insurance companies with less than AVIII rating in the A.M. Best insurance rating guide.

(viii) **Subcontractors.** The insurance requirements set forth herein apply to all subcontractors. It is Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. A&I has the right to review the certificates of any and all subcontractors used by the Consultant.

U. **Patent or Copyright Protection.** Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions and warrants that no work performed by Consultant or its sub-consultants will violate any such restriction.

V. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

W. **Severability.** 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.

X. **Sovereign Immunity.** The State of Wyoming and A&I do not waive sovereign immunity by entering into this Contract, 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.

CONTRACT FOR PROFESSIONAL MATERIALS TESTING SERVICES
BETWEEN THE STATE OF WYOMING, ADMINISTRATION AND INFORMATION,
CONSTRUCTION MANAGEMENT

AND
SJR ENVIRONMENTAL CONSULTING SERVICES, INC.
PROJECT #2013-015

Y. Taxes. Consultant shall pay all taxes and other such amounts required by federal, state, and local law including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

Z. Termination of Contract.

(i) A&I reserves the right to cancel, suspend, or abandon the execution of any or all work on the Project in connection with this Contract upon thirty (30) days written notice to Consultant. The Consultant may terminate this Contract upon written notice to A&I should A&I substantially fail to perform in accordance with the terms of this Contract.

(ii) In event of termination, all finished or unfinished design development and construction documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant shall be immediately surrendered to A&I.

(iii) In the event of termination, A&I shall pay to Consultant, as full payment for all services performed and all expenses incurred under this Contract, all amounts that have become payable due to progress in the work. In ascertaining the services actually performed by the date of termination of this Contract, consideration shall be given to completed work and work in progress; complete and incomplete drawings; other documents, whether delivered to A&I or in the possession of A&I; and any authorized reimbursable expenses.

(iv) Upon termination and payment of all amounts required under this paragraph, A&I may complete the original Project or a substantially similar project. A&I shall, for such purposes, have the right to utilize any original tracings, drawings, calculations, specifications, estimates, and other construction documents prepared by the Consultant under this Contract. At Consultant's request, A&I agrees to credit Consultant with authorship of such documents, but is not required to renew this Contract.

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

BB. Time is of the Essence. Time is of the essence in all provisions of this contract.

CONTRACT FOR PROFESSIONAL MATERIALS TESTING SERVICES
BETWEEN THE STATE OF WYOMING, ADMINISTRATION AND INFORMATION,
CONSTRUCTION MANAGEMENT

AND
SJR ENVIRONMENTAL CONSULTING SERVICES, INC.
PROJECT #2013-015

CC. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.

DD. **Waiver.** 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. Failure to object to a breach shall not be deemed to be a waiver.

EE. **Warranty.** Consultant warrants the following:

(i) it has the ability to perform the agreed upon services;

(ii) it shall provide suitable resources to perform work in accordance with this Contract;

(iii) it will endeavor to provide the agreed upon services on a timely basis;

(iv) it shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and

(v) it is responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract.

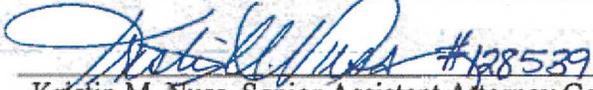
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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of this Contract, and that they have the authority to sign it.

This Contract is not binding on either party until approved by the Division of Procurement Services, Department of Administration & Information, and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

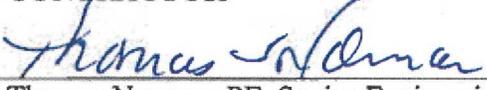
The effective date of this Contract is the date of the signature last affixed to this page.

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM


Kristin M. Nuss, Senior Assistant Attorney General

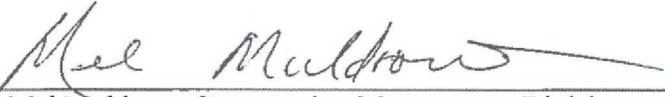
03-06-15
Date

CONTRACTOR


Thomas Norman, PE, Senior Engineering Manager
SJR Environmental Consulting Services, Inc.

3-09-15
Date

STATE OF WYOMING A&I


Mel Muldrow, Construction Management Division
Administrator (or designated)

3/11/2015
Date


Dean Fausset, A&I Director (or designated)

3-11-15
Date



SJR Environmental
Consulting

February 16, 2015

Mr. Dennis Egge
Project Manager
State of Wyoming, Construction Management
700 West 21st Street,
Cheyenne, WY 82002

RE: Wyoming Capitol Building, Environmental Services Proposal

Dear Mr. Egge,

SJR Environmental Consulting Services, Inc. (SJRE) is pleased to submit the following cost proposal to provide environmental consulting services for the remodeling of the Wyoming Capitol Building (Capitol). Lowham Walsh, LLC (Lowham) previously performed an asbestos, lead-based paint and regulated building materials survey of the Capitol Building. This proposal is to provide on-going environmental services for the Capitol and to use previous environmental information developed by Lowham.

Scope of Services

- Review previous environmental survey reports developed by Lowham. Meet with the Architect, Owner and Contractor (AOC) to understand the remodeling plan and schedule. We will provide recommendations regarding environmental remediation that will be required to accommodate the remodeling. We will discuss remediation options, scheduling and phasing. The meeting will be attended by the project designer and the technicians that performed the previous environmental surveys.
- Based on the remodeling plan and schedule, we will conduct a field assessment to confirm the environmental remediation that will be required. The assessment for remediation will be in accordance with applicable Environmental Protection Agency (EPA) and Wyoming Department of Environmental Quality (WDEQ) requirements for pre-remodeling asbestos inspection.
- Develop a technical scope of work for the remediation of the asbestos, lead-based paint and other regulated building materials. The abatement Scope of Work is not intended to be a competitive bid document as it does not contain the front end documents.
- Attend planning and design meetings with the AOC (up to six meetings at \$700 each)

7800 South Highway 287, #202 | Ft. Collins, CO 80525 | Tel: 866-945-9782
www.SJREnvironmental.com | E-mail: tnorman@SJREnvironmental.com



SJR Environmental
Consulting

Attachment A
Page 1 of 4

- Provide site visits by a certified asbestos technician to assess any newly discovered information. A half-day and a full-day site visit have been included. Our proposal assumes eight half-day visits (\$500 each) and four full-day visits (\$750 each).

Future Scope of Services

In addition to the above tasks, we anticipate that the following additional environmental services may be required depending on how the project progresses. These services cannot be estimated at this time as sufficient information is not available. A proposal for these additional services will be provided at a later time.

- Bid documents for competitive bidding
- Bidding tasks: pre-bid meeting and evaluate bids
- Pre-abatement meeting, scheduling, and submittal review
- Abatement oversight
- Air monitoring
- Contractor management: review change orders, pay applications, schedules, etc.

Fees and Schedule

This proposal is provided on a time and materials basis, with the following table summarizing the anticipated level of effort and associated costs for this proposal.

Table 1
Estimated Costs

TASK	ESTIMATED COSTS
Initial kick-off meeting with AOC	\$1,700
Develop technical SOW	\$5,300
Attend 6 AOC meetings (\$700 each)	\$4,200
Field Visits	\$7,000
8 half-day visits (\$500 each)	
4 full-day visits (\$750 each)	
Total Estimated Costs	\$18,200.00

SJRE will perform the listed services in a manner consistent with the level of care and expertise exercised by members of the profession. No warranty will be provided, expressed or implied.

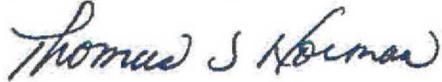
SJRE appreciates this opportunity to provide this proposal for environmental consulting services. If this proposal meets with your approval, work may be initiated by a signed contract.



Mr. Dennis Egge, State of Wyoming
February 16, 2015
Page 3

If you have any questions, please call me at (970) 214.4828.

Respectfully submitted,



Thomas Norman, PE
Senior Engineering Manager
SJR Environmental Consulting Services, Inc.
7800 South Highway 287, #202
Fort Collins, Colorado 80525
tnorman@sjrenvironmental.com

Attached

- SJRE Rate Schedule
- Workman's Compensation – Certificate of Good Standing
- SJRE - Wyoming Incorporation Certificate



SJRE 2015 Rates

SERVICES/SAMPLE ANALYSIS	COST	UNIT	NOTES
Senior Engineer/Geologist	\$145.00	Hourly	Engineer, Geologist
Consultant/Principal/Program Manager	\$105.00	Hourly	Technical Expert, PhD
Operations Manager	\$95.00	Hourly	
Project Manager (PM) / Asbestos Project Manager (APM)	\$85.00	Hourly	Asbestos, Lead, Mold, industrial hygiene
Project Designer (PD)	\$75.00	Hourly	Asbestos, Lead, Mold/Design Review/Document
Building Inspector (BI)	\$65.00	Hourly	Asbestos, Lead, Mold, Environmental
Air Monitoring Specialist (AMS)	\$60.00	Hourly	Asbestos, Lead, Mold, Particulates
Administrative / CAD Support	\$55.00	Hourly	Clerical, Reporting, CAD
Asbestos Final Air Clearance (FAC)	\$425.00	Per FAC	Normal Working Hours. Assumes a total of 6 hours, incl travel and 5 PCMs.
Daily AMS Abatement Inspection and Air Monitoring	\$570.00	Day	Assume 8 hr day. Includes up to 8 samples per day analyzed by PCM.
PLM Sample Analysis Rush	\$22.00	Each	2 Hour Turn around for Asbestos
PLM Sample Analysis Next Day	\$16.00	Each	24 Hour Turn around for Asbestos
PLM 3 to 5 day Analysis	\$13.00	Each	For Asbestos FRS 3 Day: \$10 ea; 5 Day: \$8 ea) REI 3-5 day \$8/ea
PCM Sample Analysis Rush	\$21.00	Each	2 Hour Turn around for Asbestos
PCM Sample Analysis Next Day	\$14.00	Each	24 Hour Turn around for Asbestos
PCM 3 to 5 day Analysis	\$11.00	Each	For Asbestos
Point Count Analysis Rush	\$58.00	Each	2 Hour Turn around for Asbestos
Point Count Analysis Next Day	\$29.00	Each	24 Hour Turn around for Asbestos
Point Count Analysis 3 to 5 Day	\$21.00	Each	For Asbestos
TEM Sample Analysis Rush AHERA	\$129.00	Each	2 Hour Turnaround for Asbestos
TEM Sample Analysis Next Day AHERA	\$99.00	Each	24 Hour Turnaround for Asbestos
TEM Sample Analysis Rush Presence/Absence	\$88.00	Each	2 Hour Turnaround for Asbestos
TEM Sample Analysis Next Day Presence/Absence	\$78.00	Each	24 Hour Turnaround for Asbestos
LBP Sample Analysis Next Day	\$30.00	Each	24 Hour turnaround for Lead Based Paint
LBP Sample Analysis 3-5 Day	\$13.00	Each	For Lead Based Paint
Lead Air Sample (OSHA) Analysis Rush	\$27.00	Each	2 Hour Turnaround
Lead Air Sample (OSHA) Analysis Next Day	\$18.00	Each	24 Hour Turnaround
Lead Air Sample (OSHA) 2-5 Day	\$12.00	Each	For Lead
XRF	\$575.00	Day	Daily Rate
XRF	\$1725.00	Week	Weekly Rate
Lead Dust/Soil Analysis Rush	\$27.00	Each	6 hour turn-around
Lead Dust/Soil Next Day	\$18.00	Each	24-hour turn-around
Lead Dust/Soil 3-5 Day	\$12.00	Each	3-5 day turn-around
Mold Sample Analysis Rush	\$62.00	Each	2 Hour Turnaround Spore Trap/Tape Lift
Mold Sample Analysis Next Day	\$57.00	Each	24 Hour Turnaround Spore Trap/Tape Lift
Mold Sample Analysis 3-5 Day	\$41.00	Each	Spore Trap/Tape Lift
Meth Testing Rush	\$92.00	Each	24 Hour Turnaround with previous notice
Meth Testing	\$81.00	Each	2 Day Turnaround
Meth Testing	\$69.00	Each	3 Day Turnaround
Meth Testing	\$46.00	Each	5 Day Turnaround
Mileage	\$0.565	Per Mile	Or Current GSA Reimbursement Rate (Outside Metro Denver)
Incidental or Additional Costs	Cost Plus 15%		Based on Receipt
<p>Note: Rate/Fee is based on normal working hours (8AM-5PM). Additional Hourly Rates: Afterhours + 15% Weekends + 20%. Overtime / Holiday = x 1.5 (Assumes 12+hrs/day and/or 40+hrs/week). Normal Lab Hours: M-F 7AM-5PM Applicable Lab Fees will apply for after hours analysis. If it is not listed or if you need more information, please call and ask us. SPECIAL PRICING AVAILABLE FOR LARGER/MULTIPLE PROJECTS. *All tests except satellite laboratory (on-site) PCM analysis are performed by outside laboratory and are subject to variable change in cost.</p>			

COMMUNICATIONS & PUBLIC RELATIONS CONTRACT

Contract signed by AICM and Girt Communications, LLC

Cost: \$199,050.00

\$75.00 per hour, not to exceed \$196,050.00

Up to \$3,000 for reimbursable expenses

Services Include:

- 1) Public Relations Strategies for Capitol Square Project
- 2) Public Awareness & Public Relations
- 3) Brand identity & messaging
- 4) Media planning, communication & events
- 5) Website content and updates
- 6) Public updates, electronic newsletter, social media & events

Term extends through December 31, 2018.

**CONTRACT BETWEEN THE STATE OF WYOMING
DEPARTMENT OF A&I CONSTRUCTION MANAGEMENT
AND
GIRT COMMUNICATIONS, LLC**

1. **Parties.** This Contract is made and entered into by and between the State of Wyoming, Department of A&I Construction Management, [Agency] whose address is 700 West 21st Street, Cheyenne, Wyoming 82002; and Girt Communications, LLC, [Contractor] whose address for the purposes of this Contract is P.O. Box 22084, Cheyenne, Wyoming 82003.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide an awareness and public relations campaign for the Wyoming Capitol Square project in Cheyenne, Wyoming per Attachment A, Proposal 0200-Z which is attached and made part of this Contract.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from Effective Date through December 31, 2018. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay Contractor for the services described in Section 5 below and Attachment A, Proposal 0200-Z. Payment shall be made at a rate of seventy-five dollars (\$75.00) per hour, based on actual hours. Reimbursable expenses may include those non-included costs as set forth in Attachment A that are approved in advance by Agency and that are supported by invoice, not to exceed three thousand dollars (\$3,000.00). The total payment under this Contract shall not exceed one hundred ninety-nine thousand fifty dollars (\$199,050.00). Payment shall be made monthly upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel within Cheyenne, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Contract.

When the Contractor is working outside Cheyenne at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out at Wyo. Stats. § 9-3-102 and 9-3-103.

5. **Responsibilities of Contractor.** The Contractor agrees to:

A. Provide the services described herein and in Attachment A, Proposal 0200-Z. By signing this Contract, Contractor acknowledges that its responsibilities under this Contract are further described in the Request for Proposal No. 0200-Z dated December 2, 2014 consisting of nineteen (19) pages and Addendum No. One to the Request for Proposal No. 0200-Z consisting of two (2) pages.

6. **Responsibilities of Agency.** The Agency agrees to:

A. Allow the Contractor access to the job site to perform the contracted services.

B. Compensate the Contractor in accordance with Section 4 above.

7. **Special Provisions.**

A. **Conflicting Language.** In the event of conflict between the language contained in this Contract, and any language contained in any attachment, the language in this Contract shall control.

B. **Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which may result in a disadvantage to the Agency or a disclosure which may adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations and data are provided to the Agency or its designee. This provision does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

C. **Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

D. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee

related to the procurement of this Contract shall be paid by either party.

- E. **Required Resident Labor.** Contractor agrees to comply with the requirements of Wyo. Stat. §16-6-203 for any "Laborers" (as defined in Wyo. Stat. §16-6-202 (a)(i)) employed to perform work under this Contract. Contractor understands that failure to comply with the Required Resident Labor Statute is punishable pursuant to Wyo. Stat. §16-6-206. Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent. The Contractor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency 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 continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency 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 the Agency to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages and Attachment A, Proposal 0200-Z dated January 3, 2015 and consisting of twenty-five (25) pages, represent the entire integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. See also Section 5, Responsibilities of Contractor, for the complete description of required Work, which more explicitly sets out the Contractor's responsibilities. In the event of conflict between the language contained in this Contract and the language contained in any Attachments or other supporting documents, the language in this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

- M. Force Majeure.** Neither party 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.
- N. Indemnification.** The Contractor shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice or malfeasance.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor 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 the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

- Q. Notices.** All notices 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 or delivery in person.
- R. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- S. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Proof of Insurance.** The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Agency and the State and such insurance has been approved by the Agency and the State. Approval of insurance by the Agency and the State shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Agency verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. The Contractor shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Commercial General Liability Insurance. The Contractor shall provide commercial general liability insurance coverage, during the entire term of this 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, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iii) Business Automobile Liability Insurance. The Contractor shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000) per occurrence.
- (iv) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Agency.
- (v) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency.
- (vi) Agency/State May Insure for Contractor. In case of a breach of any provision of this Contract, the Agency or the State may, at the Agency's or State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency or the State may deem proper and may deduct the cost of taking out and

maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

- (vii) Agency's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with a "vulnerable" rating in the A.M. Best insurance rating guide.
- (viii) Agency's/State's Right to Contact Insurer. The Agency and the State shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - (a) Exclusions from coverage;
 - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
 - (c) Any applicable deductible amounts.

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 and extended reporting periods or tails.

- W. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. **Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and 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.
- Z. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then at the discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement services for the duration of the contract term.

- BB. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** 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. Failure to object to a breach shall not constitute a waiver.

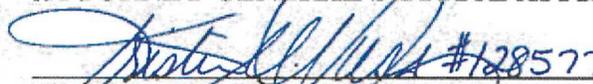
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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM


Kristin M. Nuss, Senior Assistant Attorney General

03-13-15
Date

CONTRACTOR

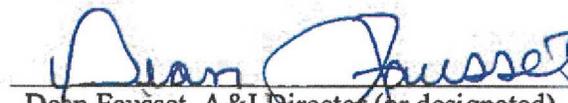

Rachel Girt, Owner
Girt Communications, LLC

03-13-15
Date

STATE OF WYOMING A&I


Mel Muldrow, Construction Management Division
Administrator (or designated)

3/13/2015
Date


Dean Fausset, A&I Director (or designated)

3-13-15
Date



GIRT COMMUNICATIONS

public relations | marketing | media | social media

P.O. BOX 22084 | CHEYENNE, WY 82003 | PHONE: 307.286.1592 | RACHEL@GIRTCOMMUNICATIONS.COM | WWW.GIRTCOMMUNICATIONS.COM

January 3, 2015

To Whom It May Concern:

I am very interested in contracting with the Wyoming Department of Administration and Information Construction Management Division to provide a Public Awareness Campaign for the Wyoming Capitol Square Project. This proposal is in response to RFP NO. 0200-Z.

The Capitol Square Project impacts many key stakeholders, and public scrutiny will be very high. Keeping the public and media updated is vital to the project. I have the experience and talent to implement creative public relation strategies to gain greater media coverage, develop broader visibility, and build confidence in the project.

Through my company Girt Communications, LLC, I work with just a few clients each year to give organizations the individualized attention they deserve and to better address their public relations and media outreach needs. I have over 15 years experience working with a diverse group of non-profits, government agencies and businesses. I have led communications at the Wyoming Business Council and Wyoming Department of Workforce Services, as well as serving as press secretary for Gov. Jim Geringer.

My skills as an accomplished communications professional would be an asset for the Capitol Square Project in implementing a public awareness campaign. Please let me know if you would like to speak to me further. I can be contacted at 307-286-1592 (cell). I look forward to speaking with you.

Respectfully,

Rachel Girt

Experienced Marketing and Public Relations Consultant

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I. EXPERIENCE AND QUALITY OF THE PROPOSER

CONTACT INFORMATION

Name: Girt Communications, LLC
 Address: P.O. Box 22084 | Cheyenne, WY 82003
 Phone: 307.286.1592
 Email: rachel@girtcommunications.com
 Website: www.girtcommunications.com

BUSINESS HISTORY

Rachel Girt is an experienced marketing and public relations expert who has been working in this field for over 15 years in Wyoming. She officially formed Girt Communications, LLC in March 2011, but has been offering marketing and public relations consulting services to a wide range of clients since February 2010.

Girt Communications, LLC serves clientele seeking specialized and targeted public relations and media outreach. This small business works with just a few clients each year to give businesses and organizations individualized attention. Over the years, Rachel Girt has developed relationships with writers, editors and news directors across the state and a strong understanding of how media outlets work. Marketing companies regularly seek out her expertise in public relations and media relations to help their clients.

Ms. Girt's skills as an accomplished marketing and communications professional in Wyoming give businesses, agencies, and non-profits an advantage in developing and implementing sustainable media and public outreach strategies. Her services include: developing targeted communications plans, providing high-quality design and messaging/writing services and promoting organizations through media, social media, e-newsletters, publications and websites.

Prior to starting her business, she led communications at the Wyoming Business Council and the Wyoming Department of Workforce Services. While working for the Wyoming Business Council, she led the Marketing and PR department to increase media coverage of economic and community development efforts

in the state. She has delved into the political realm serving as press secretary for former Wyoming Gov. Jim Geringer and as a communications director for a political campaign for governor. She earned her media credentials, working as a reporter for two Wyoming newspapers, a freelance writer for the Wyoming Business Report and a legislative reporter for a statewide radio outlet.

OWNERSHIP STRUCTURE AND PRINCIPALS

- Structure: This is a limited liability corporation owned Rachel Girt and Steven Girt.
- Chief Principal: Rachel Girt, (2011 until present)
- Rachel Girt will be the sole employee on this contract.

BRIEF RESUME OF RACHEL GIRT

Rachel Girt is an experienced marketing and public relations expert who has been working in this field for over 15 years in Wyoming.

Adjunct Professor, MBA Program at the University of Wyoming (August 2011 - 2014)

Instructed business communications during the fall semester

Owner, Girt Communications, LLC (February 2010- present)

Officially formed Girt Communications LLC in March 2011, but has offered marketing and public relations consulting services to a wide range of clients since February 2010

Manager, Marketing and Public Relations, Wyoming Business Council (2004 – 2010)

Led the marketing and public relations team in promoting the Wyoming Business Council and Wyoming. She developed media and public relations strategies and handled crisis communications. She wrote and developed reports, including the strategic plan, annual report and reports to legislators. She served as spokesperson. She worked with communities to hold tours attended by legislators, local elected officials and media to highlight economic development initiatives.

I. EXPERIENCE AND QUALITY OF THE PROPOSER

Communications Manager, Wyoming Department of Workforce Services (2003 – 2004)

Led media relations and communication efforts, which included arranging interviews, writing press releases, internal communication efforts and holding press conferences

Press Secretary for Gov. Jim Geringer, Wyoming Governor's Office (2001 – 2003)

Served as spokesperson for Gov. Jim Geringer and was charged with all media relations for the governor

Public Relations/Marketing Specialist, Wyoming Business Council (1999 – 2001)

Conducted general media relations with national, regional and local media

Writer, Wyoming Tribune-Eagle (1997-1998)

Covered business, economic development, political campaigns and state government

Writer, Jackson Hole Guide (1996-1997)

Covered businesses, court, crime and local government

EDUCATION

- 1994 -1996 Master's in International Studies
University of Wyoming
- 1990 –1994 Bachelor's of Arts International Studies and Political Science
University of Wyoming

CURRENT CLIENTS

- **Wyoming Beef Council:** Provides public relations and media outreach, since the fall of 2013
- **The Western Planner:** Serves as the editor and provides layout design for a Journal printed five times a year, since the fall of 2011
- **Warehouse Twenty One:** Provides public relations and media outreach services to help launch the Wyoming Lottery, started in January 2014 and will end January 2015.

- **Periodic client:** Provides services a few times a year to Granite Peak Press since 2012

PREVIOUS CLIENTS

Wyoming State Library, Wyoming Business Alliance, Wyoming Women's Antelope Hunt, Granite Peak Press, Linden, Child Advocacy Centers of Wyoming, Greater Cheyenne Chamber of Commerce, City of Cheyenne's Metropolitan Planning Organization, Wyoming Association of Mental Health and Substance Abuse Centers, University of Wyoming MBA Program, National CattleDog Association, Building the Wyoming We Want, Gannett Peak Technical Services, Rita Meyer for Governor, Wyoming Business Council, Wyoming Business Report and Cowboy State News Network

POSSIBLE CONFLICTS OF INTEREST WITH CLIENTS

There are no possible conflicts of interest with any current clients.

EMPLOYEES THAT WILL WORK ON THE ACCOUNT

Name: Rachel Girt

Title: Owner, Girt Communications, LLC

Location: Works out of home office in Cheyenne, WY

ORGANIZATIONAL CHART

Rachel Girt is the sole employee and owner.

ESTIMATED % OF TIME EACH MEMBER SPENDS ON ACCOUNT

Rachel Girt will be the sole person working on this account.

CURRENT CAPABILITIES

Rachel Girt will be managing the account and providing design services, media outreach, public relations, planning and media tracking. This small business works with just a few clients each year to give businesses and organizations individualized attention. She has developed relationships with

I. EXPERIENCE AND QUALITY OF THE PROPOSER

writers, editors and news directors across the state and a strong understanding of how media outlets work.

AREAS OF EXPERTISE:

- Established leadership in directing public and media policy and working with teams and boards to achieve their goals
- Marketing initiatives that promote agencies and businesses both within Wyoming and on a national level
- Media relations with local, state and national media
- Media training and crisis communications
- Ability to creatively promote events, programs, policies and agencies through targeted advertising, public relations, media relations, e-newsletters, social media, publications, websites and trade shows
- Development of brand identity and graphic standards in publications and web design
- Strong ability to network and build relationships with high-level professionals and decision-makers
- Extensive writing background as exhibited in annual reports, strategic plans, press releases, columns and articles

TECHNICAL EXPERTISE:

- Experience with following design software: Adobe Creative Cloud In-Design, Adobe Acrobat, Adobe Audition, Photoshop
- Experience with: HTML, Dreamweaver and content management systems
- Experience with: Microsoft Office Suite
- Experience with Constant Contact and e-newsletters
- Experience with social media programs like YouTube, Facebook, Twitter, Instagram, etc.
- Familiarity with Adobe Illustrator and Adobe Premier Pro

EXAMPLES OF SUCCESSFUL PUBLIC RELATIONS CAMPAIGNS:

Rachel Girt has extensive experience working with public relations and media outreach campaigns that cover the entire state. In addition to the case studies, here are some examples of additional successful efforts.

- **Governor's Press Secretary:** Carried out messaging, media relations and overall public awareness campaign for Gov. Jim Geringer.
- **Wyoming Business Council:** Created and implemented campaign to highlight local economic development efforts, including developing reports for each county and holding public tours with media and elected officials.
- **Wyoming Beef Council:** Currently helping this agency to grow its visibility with the media and producers in the state with increased press releases, electronic newsletters and collateral materials. The agency is already seeing an increase of press coverage and is steadily growing its email lists. The Beef Council uses Basecamp as a Project Management software to organize activities.
- **Warehouse Twenty One:** Subcontracted with this Cheyenne-based marketing agency to help with a few clients, including:
 - **Wyoming Lottery:** Subcontracted with this marketing agency to handle media relations for the Wyoming Lottery during its first year. Statewide efforts included: press releases, press conferences, pr roadshow, scheduled media interviews, media training and talking points.
 - **2014 Mead's Campaign for Governor:** Helped with initial announcement with media advisory, press release and media in attendance. Also assisted with messaging for some of the campaign.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

CASE STUDY 1: CHILD ADVOCACY CENTERS OF WYOMING

Brief Description

Child Advocacy Centers of Wyoming (CACW) is a nonprofit, membership association dedicated to promoting a statewide comprehensive and multidisciplinary team response to allegations of child physical and sexual abuse. Individual centers in Cheyenne, Jackson and Casper conduct forensic interviews of and provide services to child abuse victims.

- **Process:** Rachel Girt worked as the Chapter Director for the association under contract. In addition to association management, she led, developed and implemented communication strategies, approved by the board. These activities were carried out over several years. When she was hired in the fall of 2010, the board wanted her to focus on developing brand identity and growing public awareness.
- **Challenges:** CACW faced a lack of awareness about the association. The association did not have marketing materials and no media presence. The lack of visibility and understanding about centers impacted the its efforts in pursuing funding and legislation.
- **Opportunities:** Individual centers had better name recognition in their communities and were willing to work together to grow their visibility.

Deliverables/Goals

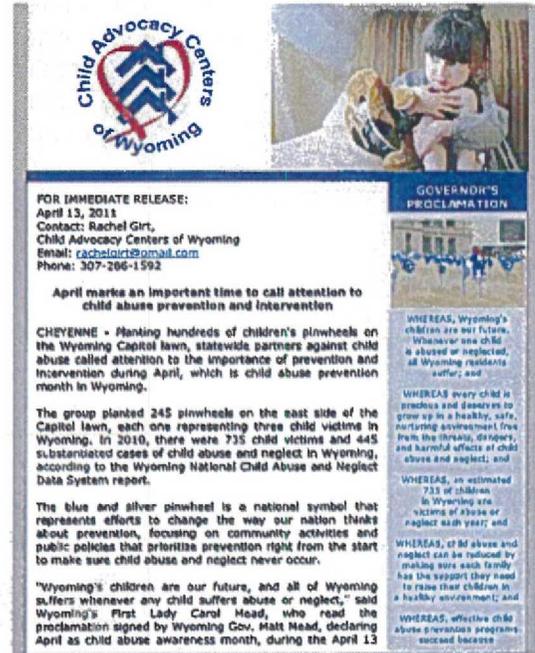
- Develop a communications plan, strategies and timeline
- Raise awareness of child advocacy centers in the public through a marketing and public relations campaign
- Promote initiative through coverage of in traditional media outlets like newspapers, radio, television and online news outlets
- Explore options to promote through social media efforts
- Hold public relations, events, presentations and meetings to promote the event

Research and Planning

The first step was to develop a comprehensive communication plan that detailed strategies and costs to achieve greater awareness for CACW and the centers statewide. Research was done to better understand centers, as well as to learn best practices used in other states.

Organization/Calendars/Timeline

The communication plan included a calendar/timeline of when activities needed to happen during the year. The association was funded by a federal grant, so it was important to expend the federal funds for pre-approved initiatives within each year. Rachel Girt worked with the board to develop and obtain approval for timeline.



PRESS RELEASE & LOGO: This press release was sent out through Constant Contact for the first press conference with Governor Matt Mead. Rachel Girt designed the brand identity, logo and newsletter design. The logo incorporates three roofs to signify the first three child advocacy centers in the state.



II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

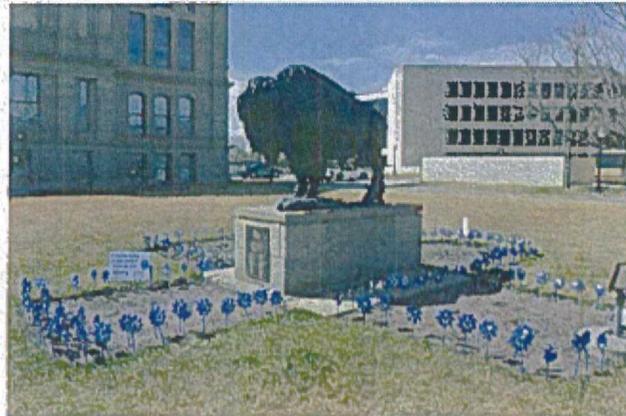
Marketing and Public Relations Strategies

- **Brand Identity:** One of the first steps was to design the organization's brand identity with logo, as well as a brochure. Also worked with a web developer to design a website to meet the association's needs. The brand later evolved to match a national marketing campaign and some collateral materials were redeveloped.
- **Key Messaging:** Developed a slogan and key messaging, including an about statement, how to explain services and added child abuse statistics to localize the issue.
- **Electronic Newsletter/Press Releases:** Developed a Constant Contact electronic newsletter to communicate to media and partners.

Media Outreach

- **Annual Press Conference:** Developed an annual press conference where the governor would sign a proclamation declaring April as Child Abuse Awareness Month. The press conference involved Governor Matt Mead, First Lady Carol Mead, key state agencies and organizations and strengthened partnerships for the organization. In addition to being heavily attended by media, the event has been covered by KCWY-TV, KGWN-TV, KTWO-TV, Wyoming Tribune Eagle, Cowboy State News Network, Townsquare Media, and Associated Press.
- **Press Releases, Media Lists, and Interviews:** Sent out electronic press release to statewide media list of radio, television, newspaper and online news. The media list was constantly updated based on open emails, bounced emails and when reporters changed. Additionally set up media interviews for the centers often tied to national news stories.

PRESS CONFERENCES: Arranged an annual press conference at the State Capitol, organizing location, speakers, agenda, media advisory, and press release.



Statewide Response to Physical and Sexual Crimes Against Children



Pulling Together for Wyoming's Children

BROCHURE: This tri-fold brochure was among the first items designed in the brand identity. Rachel Girt designed the brochure.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

Media Tracking

CACW did not want to pay for a clipping service for newspapers. Instead it relied on:

- Google keyword searches
- Searches on media websites
- Kept track of arranged media interviews and when media attended events

Results

- Developed a professional brand identity used on all collateral items.
- Raised media awareness of the Chapter, centers and child abuse with stories by Wyoming Public Radio, KCWY-TV, KGWN-TV, KTWO-TV, Wyoming Tribune Eagle, Cowboy State News Network, Townsquare Media, and Associated Press.
- Working with partners to hold a statewide press conference strengthened relationships and promoted goodwill for the association and its members, helping it obtain a funding increase for centers.

ANNUAL REPORT: Rachel Girt designed the annual report, incorporating the elements of the national marketing campaign. The report covered in detail the problem of child abuse in Wyoming, state funding levels and the important role of local centers.



1 in 4 girls and 1 in 6 boys sexually abused before the age of 18 in Wyoming.

Only 1 in 10 will have the courage to talk about the unimaginable because one adult with courage was there.

Are you the one with courage?



are you the
One
CHILD ABUSE

FOR IMMEDIATE RELEASE:
April 22, 2013
Contact: Rachel Girt,
Child Advocacy Centers of Wyoming
Email: rachelgirt@gmail.com
Phone: 307-286-1592

April marks an important time to call attention to child abuse prevention and intervention

CHEYENNE - Statewide partners today called attention to the importance of prevention and intervention in fighting child abuse crimes in Wyoming during a press conference held at the State Capitol building.

"I am proud to stand with this group of advocates in the fight against child abuse. They make a real difference in the future of our children and that in turn improves the future for our state and all of us," said Wyoming Gov. Matt Mead.

During the April 22 press conference at the State Capitol, Governor Mead signed a proclamation, declaring April as child abuse prevention month. "This proclamation is important - it gets us talking about child abuse, prevention and intervention and we have to break the silence to change things for the better."

GOVERNOR'S PROCLAMATION



WHEREAS, Wyoming's children are our future. Whenever one child is abused or neglected, all Wyoming residents suffer; and

WHEREAS every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the threats, dangers,

PRESS RELEASE: This press release incorporated elements of the national marketing campaign while highlighting the 2013 annual press conference.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

CASE STUDY 2: WYOMING WOMEN'S ANTELOPE HUNT

Brief Description

The Wyoming Women's Foundation established the Wyoming Women's Antelope Hunt to celebrate women's hunting as a platform to promote camaraderie and mentorship. Funds raised through the hunt and its activities help the Foundation improve economic self-sufficiency of women in the state.

- **Process:** Rachel Girt was hired in the summer of 2013 to help with media outreach, grow public awareness, take photos and handle the Facebook page. She helped with both the 2013 and 2014 events.
- **Challenges:** The Women's Foundation needed help creating messaging about the hunt that also conveyed its roots as an organization that invests in the economic self-sufficiency of women and the future of girls.
- **Opportunities:** This was the first event of its kind in the nation and Wyoming.

Deliverables/Goals

- Promote the hunt in national and Wyoming media both before and after
- Take photos of the hunt and events
- Promote the event on its Facebook page

Research and Planning

Prior to the first hunt in 2013, Rachel researched similar hunts for similar messaging and what outlets covered organized hunts. Also researched and developed a national media list, looking for both hunting media and national reporters who might cover the hunt.

Organization/Calendars/Timeline

Rachel Girt worked with the Women's Foundation to develop a timeline for events. The 2014 hunt used the software Asana Project Management to organize all the logistics of the hunt organization. Public relations and media outreach used this software.

Media Outreach

- **Key Messaging/Talking Points:** Developed messaging and talking points that kept to the Foundation's goals. These were sent and used by Hunt Committee members and Foundation staff members in media interviews.
- **Media Kit:** Designed a media kit to provide essential information to the media interested in attending, including what to expect, wear on the hunt, history of the event, sponsors, etc.

2014 MEDIA KIT
WYOMING WOMEN'S ANTELOPE HUNT
OCTOBER 9-12, 2014
UCROSS, WYOMING

ABOUT THE HUNT
The Wyoming Women's Foundation created the hunt to promote camaraderie and mentorship through hunting while raising awareness of and funds for the foundation's mission to improve the economic self-sufficiency of women in the state. The hunt will include female hunters of all experience levels and will emphasize safe and responsible hunting.

INAUGURAL HUNT IN 2013
Leading the way as the first event of its kind for women, the inaugural Wyoming Women's Antelope Hunt was a huge success in 2013. Hunters came from across Wyoming and the nation to participate, including prominent leaders like Wyoming Supreme Court Chief Justice Marilyn Kite, who helped found the hunt. Special guests also included Julie Gohh, captain of Smith & Wesson's highly successful shooting team, and outdoor writer Jim Zumbo.

ACCOMPLISHMENTS IN 2013

- Offered scholarships to 11 women, including first time hunters, military veterans, and single mothers
- Partnered with more than 100 sponsoring organizations and individuals
- Partnered with the Wyoming Game and Fish Department to offer hunter safety training and provide firearms sign-in and training
- Provided empowering mentor or mentee opportunities to 34 hunters
- Partnered with Boone & Crockett Club, a non-profit organization, providing education on hunting as a conservation tool to teach, promote and reward ethical hunting practices
- Raised awareness about issues impacting economic self-sufficiency for women in Wyoming
- Raised \$70,000 to carry out the mission of Wyoming Women's Foundation: to invest in the economic self-sufficiency of women and girls in Wyoming
- Facilitated a harvest for 32 of the 34 hunters

MEDIA KIT: Designed a media kit to encourage media to attend the hunt and to provide necessary information about the hunt.

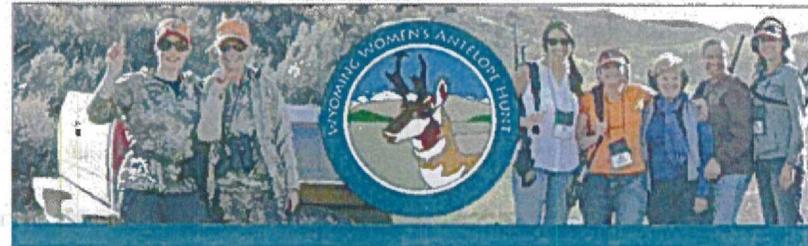
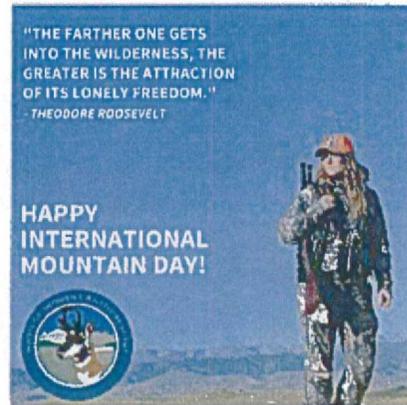
II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

- **Electronic Press Releases:** Developed a Constant Contact electronic newsletter to communicate to media and partners.
- **Media List:** Developed a national and statewide media list, focused on national hunting-related media and Wyoming media.
- **Managing media at the event:** Rachel coordinated with media on site to ensure that they were prepared, understood what they could cover and followed up with them.
- **Partnership with Game and Fish Department:** Worked with Game and Fish Department to collect video interviews and share photography
- **Write articles:** Wrote an article for the national magazine Fair Chase.

Social Media

- **Photography:** Throughout the hunt, Rachel took photos that were used by media and used by the hunt in promotional materials, website and on social media.

FACEBOOK MEMES: Rachel Girt designed Facebook memes to help promote the hunt.



For Immediate Release: Oct. 15, 2014
 Wyoming Women's Foundation Media Contact:
 Rebekah Smith
 Office: 307.721.7007 | rebekah@wywf.org

**WY Women's Antelope Hunt announces
 2014 award recipients**
Please contact us for more photos

LARAMIE, Wyo. - After just completing its second successful charity hunt, the Wyoming Women's Antelope Hunt continues to lead the way as the first event of its kind for women, with many of the women receiving achievement awards, improving hunting skills and growing their connections.



Wyoming Governor Matt Mead and First Lady Carol Mead kicked off the Oct. 10 dinner with a proclamation signing. Before going into the event, they stopped to talk with hunter Jill Hambley, of South Hadley, Mass.

The hunt was held Oct. 9-12, 2014 at the Ranch at Ucross, located 17 miles northeast of Buffalo, Wyoming. The hunt, developed by the Wyoming Women's Foundation, celebrates women's hunting as a platform to promote camaraderie and mentorship. Funds raised through the hunt and its activities will help the foundation improve economic self-sufficiency of women in the state.

"The outpouring of support from the numerous sponsors, local landowners, volunteers and guides for helping women to learn how to hunt continues to be amazing," said Shelley Simonton, co-chair of the hunt committee. "We are very appreciative of everyone's help in pulling off our second successful hunt. Our hunt goes beyond teaching hunting skills to women and focuses on mentorship and building connections that will last a lifetime."



ELECTRONIC PRESS RELEASE: Rachel Girt designed electronic press releases to promote the hunt and sent them out through Constant Contact.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

- **Facebook:** Conducted Facebook strategies to engage and grow "likes." Developed memes to attract and engage followers. Also monitored page for anti-hunting comments.

Media Tracking

- Google keyword searches
- Searches on media websites
- Kept track of arranged media interviews and when media attended events
- Media that attended event sent clippings to Rachel/hunt

Results

- Numerous press releases on the hunt available are at <http://wyomingwomensantelopehunt.org/media/>
- Received pre-coverage by national hunting news sites and Wyoming media, helping attract hunters and sponsors to the event.
- The hunt has been attended and covered by the Casper Star Tribune, Wyoming Public Radio, Buffalo Bulletin, and Women's Outdoor Network. The 2013 story by Wyoming Public Radio was picked up by National Public Radio, which led to coverage by NRA's Cam and Company Radio Show.
- Post coverage has been picked up throughout Wyoming and online hunting news sites.
- Coverage of the hunt by one of the sponsors Boone and Crockett in Fair Chase. Article written by Rachel Girt.

FAIR CHASE: Boone and Crockett's national magazine ran an article written by Rachel Girt, as well as using many of her photos and photos by other volunteers. You can download the article at <http://wyomingwomensantelopehunt.org/media/>

Wyoming was the first state in the nation to allow women to vote, so it is only fitting that the Cowboy State also hosted the first women-only antelope hunt in the nation last year.

The Wyoming Women's Foundation founded the hunt to promote camaraderie and mentorship through hunting, as well as to raise awareness about the economic self-sufficiency of women. The hunt, only open to women, was held over two days in October 2013 at the Ranch at Ureasa in northeastern Wyoming. Hunters came from across Wyoming and the nation to participate, including prominent leaders like Wyoming Supreme Court Chief Justice Marilyn Kite, who helped found the hunt. Special guests included Julie Golob, captain of Smith & Wesson's highly successful shooting team, and outdoor writer Jim Zumbo.

First of its kind

Developing a women-only hunt stemmed from a conversation between Kite of Jackson, Wyoming, and her sister-in-law Karey Stehner of Rawlins, Wyoming, while out hunting antelope together in the Red Desert. The two experienced hunters wanted to find a way to encourage more women to hunt.

Kite shared her idea with friends Lynne Boosgaarden, former director of Wyoming Office of State Lands and Investments, and Donna Wiebers, senior vice president, American for Uranium Ore. They approached the Wyoming Women's Foundation, which supports efforts to help women become financially self-sufficient, to organize the event. The foundation agreed to host the hunt, recognizing that through hunting, women could feed their families and put free-range, organic meat on the table.

The idea further resonated with corporate sponsors and individuals across the nation. Strong support also came from the hunting industry and conservation groups, including Boone and Crockett Club, Rocky Mountain Elk Foundation, Smith and Wesson, Remington, Safari Club International, Sportman's Warehouse, Wyoming Game and Fish Department (WGFD), and Wyoming Wildlife Federation. Because of the generous donations, the hunt was able to offer 11 scholarships, and recipients included several veterans.

The Wyoming GFD helped participants focus on hunting ethics and safety. On the first afternoon of the hunt, GFD employees reviewed hunting safety and regulations with the hunters, followed by a session with experts at the nearby range on how to properly sight-in their rifles.

In addition to its sponsorship, the Boone and Crockett Club stepped forward to help develop an awards structure to adhere to the core principles of conservation and hunting ethics. Awards included the Theodore Roosevelt award, which was sponsored by Boone and Crockett Club; the

44 Fair Chase Summer 2014

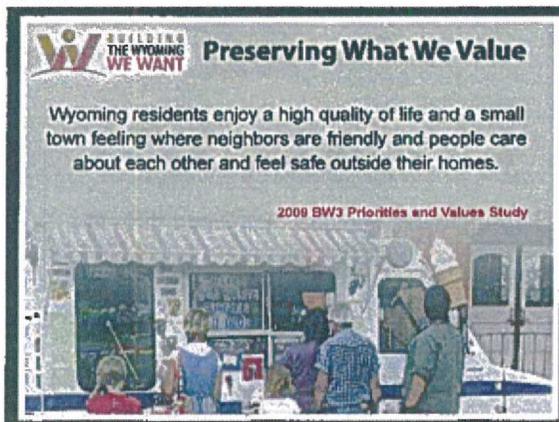
II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

CASE STUDY 3: BUILDING THE WYOMING WE WANT

Brief Description

The Building the Wyoming We Want (BW3) initiative originated in a 2008 statewide forum that asked, how could Wyoming residents protect the things they love most about the state while also preparing for the changes associated with growth and development. After the second conference, BW3 launched its first demonstration project the High Plains Initiative. The initiative was an opportunity to explore growth-related issues and to think together about the future of Platte and Goshen counties. A steering committee of local elected officials and community leaders is leading the initiative, with support from BW3.

COMMUNITY ROADSHOW: Rachel Girt designed a PowerPoint presentation for BW3. Below is one of the slides.



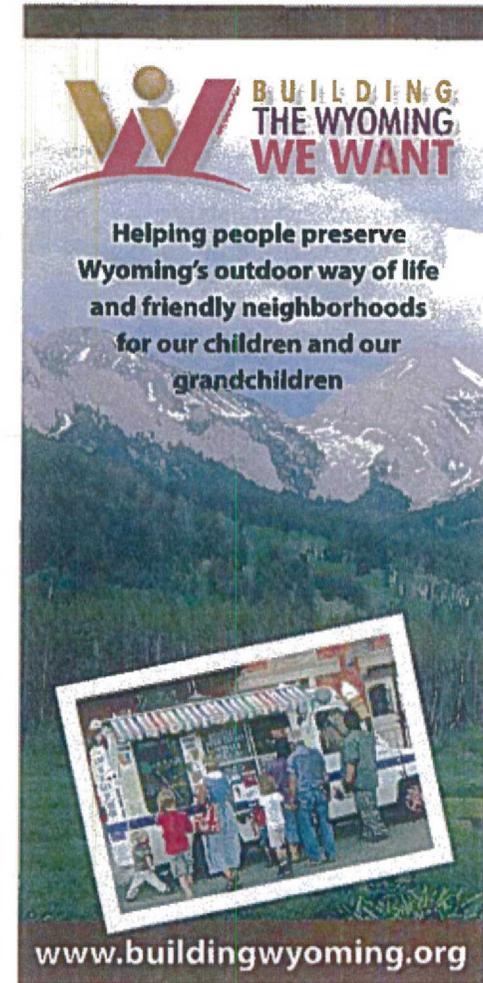
- **Process:** Rachel Girt was contracted to provide media outreach, design and social media help.
- **Challenges:** BW3 was trying to evolve from conferences to a statewide organization with its first pilot project. Additionally, the planning project evoked a lot of controversy from Agenda 21 opponents in Goshen and Platte counties.
- **Opportunities:** The organization was launched by Governor Dave Freudenthal, had State Auditor Rita Meyer on its board and its conferences had attendance over 500 each.

Deliverables/Goals

- Develop a communications plan, strategies and timeline
- Raise awareness in public and media about BW3 and High Plains Initiative
- Develop collateral materials that match the brand
- Engage people in a conversation on Facebook

Research and Planning

Developed a communication plan that detailed strategies and costs to achieve greater awareness for BW3. Also looked at similar initiative in Utah.



BROCHURE: Rachel Girt designed this brochure.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

Organization/Calendars/Timeline

The main project organizer lived in a separate town. To keep organized, it was very important to develop a timeline/calendar for the implementation of strategies and for the High Plains Initiative which held a series of workshops in Goshen and Platte counties.

Marketing and Public Relations Campaign

- **Collateral Materials:** Developed brochures for BW3 and the High Plains Initiative, trying to stay within brand identity.
- **Key Messaging:** Developed key messaging, including an about statement, how to explain services and data.
- **Advertising:** Developed advertising both print and radio to grow participation in the High Plains Initiative.
- **Electronic Newsletter/Press Releases:** Developed a Constant Contact electronic newsletter to communicate to media and partners.
- **Facebook:** Engaged in conversation in BW3 and High Plains Initiative Facebook pages
- **Community Roadshow:** Developed PowerPoint presentations and talking points to help communicate messaging to key decision-makers across the state.

Media Outreach

- **Press Releases:** Sent out electronic press releases to statewide media list of radio, television, newspaper and online news. Also individualized releases to Goshen and Platte counties for the High Plains Initiative.
- **Scheduled Interviews:** Setup media interviews for board and committee members.
- **Crisis Communications:** Provided talking points and strategies to handle controversy generated by opponents of the High Plains Initiative.

BUILDING THE WYOMING WE WANT

SEPTEMBER 2010

Join Our List
Join Our Mailing List!

EVENTS
Sept. 28 - High Plains Initiative Growth Summit held at Wheatland High School from 6-8 p.m.

ADVISORY COMMITTEE
BW3 Advisory Committee met to discuss future growth plans and fundraising efforts during a

It has been awhile since we have reached out to you about the progress of the Building the Wyoming We Want initiative. We have started this e-newsletter to update you on our progress.

Since the June 2009 conference, the Building the Wyoming We Want (BW3) initiative has launched its first demonstration project in [Goshen and Platte counties](#), established a diverse board and advisory committee and hired staff. We are excited to see our first project evolve and our staff is preparing for future projects.

We look forward to working with you in the future as we continue to assemble the resources needed to support communities in Wyoming as they envision and decide about their long-term future.

Respectfully,
The Board of Building the Wyoming We Want

GOSHEN & PLATTE COUNTIES

The High Plains Initiative is the first demonstration project of Building the Wyoming We Want and will help residents of Goshen and Platte counties guide a region-wide discussion of growth-related issues and to think together about the future of the area. A [steering committee](#) of local elected officials and community leaders is heading the initiative with support from the Building the Wyoming We Want staff. According to a 2010 values study, residents

NEWSLETTER: Rachel Girt designed and wrote this newsletter which went out to supporters statewide.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

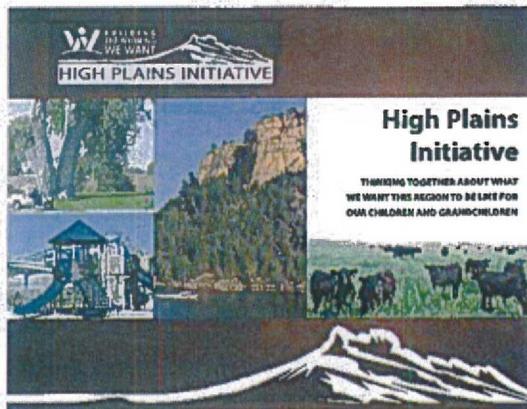
Media Tracking

Did not want to pay for a clipping service for newspapers. Instead it relied on:

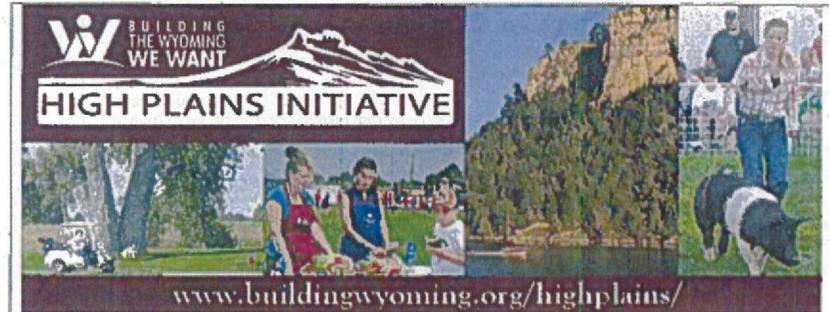
- Google keyword searches
- Searches on media websites
- Kept track of arranged media interviews and when media attended events

Results

- Raised media awareness about BW3 with coverage statewide through electronic newsletter to partners and numerous press releases
- Had regular media coverage of workshops - both before and after, results and coverage by media in Goshen and Platte counties
- Provided a positive perspective in the media to counter opponents of the initiative.



FINAL VISION DOCUMENT: Rachel Girt designed final vision document and results for the High Plains Initiative.



FOR IMMEDIATE RELEASE: September 16, 2010

CONTACT:

Julie Kilty, Co-Chair, High Plains Initiative Steering Committee
Phone: 307-575-0928 E-mail: barx@actcom.net

Cindy Witt, Co-Chair, High Plains Initiative Steering Committee
Phone: 307-331-1123 E-mail: Cindy.Witt2004@gmail.com

Mary Hogarty, BW3 Project Coordinator
Phone: 307-286-2622 E-mail: mary@buildingwyoming.org

High Plains Initiative Growth Summit to discuss future growth in Goshen and Platte counties

TORRINGTON - Residents of Goshen and Platte counties are invited to participate in the High Plains Initiative which will kick off with the Growth Summit from 6-8 p.m. on Tuesday, Sept. 28 at the Wheatland High School. The public is encouraged to join in discussing future growth in Goshen and Platte counties and how to preserve the region's safe, small and friendly communities for coming generations.

The Growth Summit is part of the community discussion being sponsored by the High Plains Initiative, a demonstration project of Building the Wyoming We Want, to guide a region-wide discussion of growth-related issues and to think together about the future of Goshen and Platte counties. High Plains Initiative's visioning process emphasizes public involvement, accurate information, local control, private property rights, and voluntary, market-based implementation strategies so communities can guide their own future growth.

PRESS RELEASE: Rachel Girt designed and wrote this press release for the High Plains Initiative.

II. EVIDENCE OF THE PROPOSER'S PAST EXPERIENCE

TOOLS AND METHODS USED TO CREATE, UPDATE, AND MANAGE MEDIA LISTS AND MEDIA TRACKING

Media Lists

Girt Communications has statewide media lists, broken down by community, that it uses to distribute electronic press releases. The lists are regularly updated with staff changes, as well as relying upon bounced emails. Often these lists have to be updated prior to sending out press releases.

Media Tracking

There are several options to tracking media coverage in Wyoming, depending upon what you need. Below are the methods that are recommended:

- Google keyword searches
- Searches on media websites
- Keep track of arranged media interviews and when media attended events
- Ask media to send clippings after interviews
- **Newspaper clipping service:** Newsz Group is the only clipping service that provides a clipping service for Wyoming newspapers. It also provides a review of mentions in social media and blogs. They charge by clipping and are pretty accurate. Depending upon your search terms and number of mentions it can be between \$100 -\$250 per month. <http://www.newzgroup.com>
- **Radio/television:** Are more difficult to track as no service tracks the mentions. The best method is checking websites post interview and asking for a copy of the broadcast if feasible.

III. PUBLIC RELATIONS STRATEGIES FOR THE CAPITOL SQUARE PROJECT

OVERVIEW

Constructed more than 126 years ago, the Wyoming State Capitol serves as an emblem of architectural beauty and a cherished symbol of the Cowboy State. Today, this historical landmark does not meet the minimum safety and workplace standards to accommodate the state employees who work there and the nearly 25,000 people who visit Capitol Square every year. The move of agencies, services and employees for the duration of the project will be disruptive and confusing to the public, key stakeholders and media. Additionally, the construction project is in a highly visible location, and the public, media and surrounding residents will want to be updated.

The Capitol Square Project needs to develop and implement robust public relation strategies to gain greater press coverage, broader visibility, and build confidence in the project.

OPPORTUNITIES

- The Wyoming Capitol is a historic landmark, cherished by residents and visited by tourists. Wyomingites want to keep this historic building for future generations.
- State employees, elected officials, and legislators want a safe, clean and modern work environment.
- Wyoming's anticipated costs are among the lowest in the country compared to other states' costs for Capitol Building improvements.
- State government has planned for these improvements and set aside funds accordingly over the past several years.

CHALLENGES

- The move of agencies, services, and employees has the potential to be disruptive and confusing.
- There is a lack of knowledge that investing in the State Capitol's infrastructure will bring it to current safety and security standards, preserve a National Historic Landmark, and increase the function of existing space.
- It's hard to find reliable information about the project and its impacts on surrounding residents, state employees and visitors.

- State employees, surrounding residents, elected officials, and legislators are hearing a lot of rumors about what is happening with the project, creating a high level of uncertainty.
- There is hostility by some to spending state funds on the project because of misunderstandings or perceptions that it is not necessary and a growth in government.
- The nature of construction projects includes unexpected delays and costs.

WYOMING MARKET

Rachel Girt has extensive experience working in the conservative Wyoming environment, stemming from years working in economic development, politics, and media.

- Wyoming is a very conservative state with residents wanting to know where taxpayer dollars are spent and expecting low-cost measures for the highest level of service.
- Residents strongly believe in transparency of government projects and public access to decisions, documents, state employees and elected officials.
- Ongoing concerns exist about the state revenue stream and the state government being able to afford all current services and programs.
- There is a hostility to any perceived or real growth in government, be it in employees, expenditures or infrastructure.
- However, Wyoming residents are extremely proud of their roots and history of the Cowboy State. The Capitol is a symbol of the state and many a resident has toured the building as part of their education.

STRATEGIC POSITIONING

Rachel Girt will help the Capitol Square Project strategically increase its visibility to grow the public's confidence that the project is a cost-effective approach improving the area for future generations. To do this, the Capitol Square Project must:

- Have quick responses to information requests
- Be open and accessible to build trust
- Develop quality messaging and materials about the benefits of the project

III. PUBLIC RELATIONS STRATEGIES FOR THE CAPITOL SQUARE PROJECT

- Express genuine care and concern for the project's stakeholders and the impact that the project will have on them

ACCOUNT MANAGEMENT

Rachel Girt will be available to work one-on-one with the project team to ensure that public relation strategies meet your needs and are sticking to the calendar established in the project management software Basecamp. The Wyoming Beef Council currently uses this software to keep track of changes in drafts, deadlines and overall strategies. It is a great way to keep track of the project without digging through emails and clogging emails with huge attachments.

- Attend and provide any needed support at planning meetings or other events in order to manage the project
- Organize the year of strategies, deadlines, and responsible parties in Basecamp
- Use Basecamp to track versions of press releases and materials and changes

PLANNING, RESEARCH, AND CALENDARS

Planning

- Evaluate existing messaging, media outreach, and media coverage
- Evaluate and recommend what social media strategies to pursue
- Work one-on-one with the project team on a comprehensive communications plan that will include multiple communications platforms including web, print, media outreach, presentations and social media targeted to multiple audiences
- Define key audiences and stakeholders to better tailor information
- Develop a calendar for social media posts, updates, press releases, promotional events and e-newsletters

Calendars/Organization/Timelines

The contractor will use Basecamp, an online project management software, to develop a yearly calendar for the implementation of all public relation strategies. Basecamp sends out reminders for deadlines and allows the team to track the status of each initiative. This can be used for pitch and content calendars.

Research

- Conduct research to obtain historical photos and facts about the buildings from Wyoming State Archives, Wyoming Newspaper Project, Wyoming State Library and other sources as needed. These items can be used in social media, website and media to help keep up the excitement about the project.

BRAND IDENTITY, WEBSITE & COLLATERAL MATERIALS

Brand Identity and Messaging

A compelling brand identity provides the visual first impression about your project, communicating to key stakeholders professionalism and expertise. A strong brand helps tell the project's story in a consistent way, instills confidence in the project and allows the public to easily understand the purpose and benefits of the Capitol Square Project.

- Develop a brand identity to include a logo, tagline, fonts, and color scheme. This includes an overall look that can portray a unified image in collateral materials like fact sheets, presentations, newsletters and on the website.
- Develop consistent messaging for website, media interviews, and other written materials that promote that the Capitol Square Project is a wise investment for future generations

Website Redesign

Girt Communications is not a web development company. If the project needs a fully designed interactive website, the Capitol Square Project might consider reaching out to a firm that designs websites. I have had some initial conversations with local companies about partnering on this project but they require more details. Below is what Girt Communications can currently offer:

- Help redesign project website using the Google Sites template offered by the Wyoming Department of Enterprise Technology Services in the project's brand identity to be both informational and educational. Using the platform recommended by ETS will help shorten both the development and approval process.

III. PUBLIC RELATIONS STRATEGIES FOR THE CAPITOL SQUARE PROJECT

- Develop content to keep the public updated about the project, its goals and benefits of the project for future generations
- Include URL in all publications, press releases and direct social media outreach efforts to website
- Conduct web optimization to drive more visitors there: include keywords on pages to increase traffic from search engines; setup Google Analytics on the site to monitor traffic; and seek cross-linking opportunities

Collateral Materials

- Create of project email template in Constant Contact, GovDelivery or another platform that will respond to stakeholder inquiries, project updates, good news items, etc. for the key audiences statewide
- Create project update sheets, posters, PowerPoint presentations, flyers, postcards and brochures in the brand identity
- Secure bids for printing services and work with the printers to determine the highest quality of materials

MEDIA OUTREACH

Developing a credible media reputation is important to grow the visibility of the project in a positive manner. Media strategies include press releases, story pitches, tours, press conferences, and media training.

Media Planning

- Assist in preparing for press conferences, media interviews, and events, including offering media training
- Research information in advising, preparing remarks or responding to questions of the media and public
- Develop and implement crisis communication strategies
- Help select key spokespeople for media to keep a consistent message- particularly important in any crisis situation

Media Communications

- Act as a media contact to ensure quick response
- Can speak on behalf of the project, if authorized, to communicate and

- disseminate information to media outlets and the public
- Write and issue press releases via Constant Contact or chosen electronic delivery system and when feasible include MP3 audio quotes to receive better broadcast coverage
- Develop statewide columns/editorials/letters to the editor as needed
- Provide a section on the website that includes press releases, data, audio clips, and photography
- Develop a media kit available in print and online

Media Events

- Develop and hold press conferences
- Plan and attend media tours of the project. Example opportunities include a tour before the building closes and tours that allow for a visual element before a demolition or key phases

Media Pitches

- Pitch reporters story ideas on historical aspects of the Capitol Square Project, as well as project updates
- Speak to local newspaper's editorial boards, editors, and news directors about the project and possible ways to update the public
- Schedule interviews on radio and television shows

Media Lists and Tracking

- Keep and provide an updated media list, broken down by area
- Track media stories and advise on how to handle news coverage

PUBLIC RELATIONS

The Capitol Square Project impacts many key stakeholders, and public scrutiny will be very high. Keeping the public updated is vital to the project.

Public Updates

- Develop key messaging on the website and through social media to inform stakeholders about important project events

III. PUBLIC RELATIONS STRATEGIES FOR THE CAPITOL SQUARE PROJECT

- Develop postcard and flyers to inform state employees and surrounding residents about project status and potential impacts

Photography and Video

- Work with team to determine key areas to do time-lapsed photography
- Give behind the scenes access through photos and video interviews that can be used on the website and in social media

Social Media

- Assist in the development of social media outreach that may include Facebook, Twitter and YouTube accounts to provide education, status updates and construction impacts
- Post updates that encourage interaction and provide timely, compassionate responses
- Develop a social media calendar of posts that can be used tied to project calendar and ones that can be used whenever
- Provide a behind-the-scenes look into the progress of the project through pictures and video
- Use historical photos and facts about the buildings to engage conversation about the project and the importance about saving this resource for future generations

Event Planning and Promotion

Girt Communications can assist in event planning and promotion in coordination with Capitol Square Project status and updates. An open and accessible approach builds trust in the project. Stakeholder meetings and presentations are a great way to provide key updates in a controlled environment.

- Plan, implement and attend stakeholder meetings and presentations locally and statewide with a minimum of 12 presentations around the state

- Help select locations, agenda and speakers to raise visibility
- Coordinate event among partners, dignitaries and media
- Publicize the event before and after through press releases, photography, scheduled media interviews, social media updates and website updates.
- Help manage all media coverage and media in attendance at event
- Develop materials like project facts sheets, presentations, posters/banners, and brochures for meetings

Electronic Newsletter

- Develop an editorial calendar for the newsletter
- Develop content targeted to key stakeholders with project updates, fun facts, and images
- Develop targeted email lists and a way for interested public to subscribe to the newsletter

PERFORMANCE MEASUREMENTS

Reports

In order to monitor the effectiveness of the strategies, Girt Communications will provide monthly reports on results and adjust as necessary for optimum results:

- Provide monthly media reports and send out timely media updates.
- Evaluate and report monthly on website analytics
- Evaluate and report monthly on analytics and stakeholder reach for social media and newsletters and press releases

IV. PROPOSED PRICING STRUCTURE

COSTS

Girt Communications charges \$75 per hour. The cost proposal is an estimate of hours to carry out the public awareness strategies requested in the RFP. Rachel Girt is willing to work with your agency on developing services and budget that meets your needs. The cost of using Basecamp is covered by the contractor.

TRAVEL TIME

Rachel Girt lives and works in Cheyenne, Wyoming. The only travel costs associated with this proposal is to attend meetings and promotional events outside Cheyenne.

NOT INCLUDED

This proposal does not include the following, which must be handled/paid for by the agency:

- Travel costs for Rachel Girt to travel to events or meetings outside Cheyenne
- Printing costs for collateral materials
- Postage to send collateral materials like postcards and flyers
- Website hosting
- E-newsletters program like Constant Contact
- Clipping service: Newsz Group is the only clipping service that provides a clipping service for Wyoming newspapers. It also provides a review of mentions in social media and blogs. They charge by clipping and are pretty accurate. Depending upon your search terms and number of mentions it can be between \$50 - \$250 per month. <http://www.newzgroup.com>

TIMELINE

Rachel Girt is available to start on this project immediately.

TOTAL PROPOSED PRICING FOR 2015, 2016, & 2017

Below are the estimated costs associated with this public relations campaign over a three-year period. The following pages breakdown the costs by services and year.

TOTAL COST PROPOSAL FOR 2015, 2016, 2017		
	Hours	Cost
Total Estimate for 2015	1167	\$87,525.00
Total Estimate for 2016 and 2017	1447	\$108,525.00
	2614	\$196,050.00

IV. PROPOSED PRICING STRUCTURE

Breakdown of Costs Per Service for 2015			
Services	Hours	Total hours	Costs
Account Management:		60	\$4,500.00
Attending meetings and organizing strategies in Basecamp for the year (5 hours per month)			
Planning and Research:		60	\$4,500.00
Communications plan, strategies and yearly calendar	30		
Research	30		
	60		
Brand Identity, Website & Collateral Materials:		279	\$20,925.00
Brand Identity and Messaging	25		
Website Redesign - depending upon needs could be less	160		
Enewsletter template (4 hrs.)	4		
Project facts sheet template (4 hours)	4		
Two brochures (12 hours each = 22 hours)	22		
Two PowerPoint presentations (15 hours each = 30 hours)	30		
Three postcards or flyers to send/distribute to residents or stakeholders (4 hours each = 12 hours)	12		
Three posters to be used at events (4 hours each = 12 hours)	12		
Estimated 10 hours to get bids and work with printer for all collateral materials in the year	10		
	279		
Media Outreach: (20 hours per month)		240	\$18,000.00
Public Outreach:		480	\$36,000.00
Social Media (10 hours a month)	120		
Website updates (5 hours per month)	60		
Photography and Video (6 hours per month)	72		
Event Planning and Promotion: 15 hours per 12 stakeholder meetings/presentation/event to plan, promote with media outreach, develop materials and attend	180		
Monthly Electronic Newsletter (4 hours per month)	48		
	480		
Performance Management		48	\$3,600.00
Monthly reports on website, media outreach, social media and newsletter (4 hours per month)	48		
Total Estimated for the Year		1167	\$87,525.00

IV. PROPOSED PRICING STRUCTURE

Breakdown of Costs Per Service for 2016 and 2017			
Services	Hours	Total hours	Costs
Account Management:		120	\$9,000.00
Attending meetings and organizing strategies in Basecamp for the year (5 hours x 24 months)			
Planning and Research:		60	\$4,500.00
Update strategies and yearly calendar (15 hours per year)	30		
Research (15 hours per year)	30		
	60		
Collateral Materials:		46	\$3,450.00
Update brochures	5		
Update PowerPoint presentations	15		
Update postcards or flyers to send/distribute to residents or stakeholders	4		
Three posters to be used at events (4 hours each = 12 hours)	12		
Estimated 5 hours to get bids and work with printer for all collateral materials in the year	10		
	46		
Media Outreach: (20 hours per month x 24 months)		480	\$36,000.00
Public Outreach:		645	\$48,375.00
Social Media (10 hours per month x 24 months)	240		
Website updates (5 hours per month x 24 months)	120		
Photography and Video (6 hours per month x 24 months)	144		
Event Planning and Promotion: 15 hours per 3 stakeholder meetings to plan, promote with media outreach, develop materials and attend	45		
Monthly Electronic Newsletter (4 hours per month x 24 months)	96		
	645		
Performance Management		96	\$7,200.00
Monthly reports on website, media, social media and enewsletter (4 hours per month x 24 months)	96		
Total Estimated for TWO YEARS		1447	\$108,525.00

PROPOSAL PRICE SHEET

The undersigned agrees to provide an Awareness and Public Relations Campaign to the State of Wyoming, Wyoming Department of A&I, Construction Management Division in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. 0200-Z.

Price proposal for three years - 2015, 2016, 2017

DESCRIPTION	(Written in Words and Number)
Public and Media Relations	2015= \$87,525 - Eighty-seven thousand five hundred twenty-five dollars
	2016/2017 = \$108,525 - One hundred eight thousand five hundred twenty-five dollars
	<u>\$ 196,050 (total for three years)</u>
	<u>One hundred ninety-six thousand fifty dollars</u>

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:
 - 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
 - 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
 - 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
 - 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
 - 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name Girt Communications LLC Phone () 307-286-1592
FAX () not available

Mailing Address P.O. Box 22084
City Cheyenne State Wyoming Zip 82003
Employer Identification Number 27-5431712
Email Address rachel@girtcommunications.com

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

Sole Proprietorship General Partnership
 Corporation Limited Partnership
 Limited Liability Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____
Mailing Address _____
City _____ State _____ Zip _____
Employer Identification Number _____
Beginning date as owner of sole proprietorship _____

State of Wyoming Department of Administration and
Procurement Section and Construction Management

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Provide the names of all individuals authorized to sign for the Proposer:

Rachel Girt

Owner, Girt Communications, LCC

Name (printed or typed)

Title

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.



Signature

Rachel Girt, Owner

Jan. 4, 2015

Name and Title (Typed or Printed)

Date

State of Wyoming Department of Administration and
Procurement Section and Construction Management

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	DATE	DECISION DESCRIPTION*	AUTHORIZED DECISION MAKER	PARTIES PRESENT	DECISION MADE	REFERENCE DOCUMENT
Construction		Approve Change Orders over \$100,000 or over \$1,000,000 cumulative	Oversight Group			
		Execute Commissioning Agent Contract	AICM			
		Select Commissioning Agent	AICM			
	3/13/2015	Executed Contract for Communications/Public Relations ¹	AICM	Mel Muldrow, Dean Fausset, A&I; Rachel Girt, Girt Communications	Yes	Contract #128577, 3/13/15
	3/11/2015	Executed Contract for environmental consulting and inspections with SJR Environmental Consulting Services, Inc. ²	AICM	Mel Muldrow, Dean Fausset, A&I; Thomas Norman, SJR	Yes	Contract #128539, 3/11/15
	3/9/2015	Executed CMAR Contract ³	AICM	Mel Muldrow, Dean Fausset, A&I; Dirk Schafer, JE Dunn	Yes	Contract #128500, 3/9/15
	3/3/2015	Approved CMAR Contract and gave Attorney General authorization to negotiate and make minor modifications	Oversight Group		Yes	Oversight Group Minutes 3/3/15
	2/27/2015	Executed Quarry License Agreement ⁴	AICM	Mel Muldrow, A&I; William J. Miller, Overland Trail Cattle Company LLC	Yes	Agreement 2/27/15
	2/24/2015	Executed Amendment Three to the Pre-Construction Contract with JE Dunn ⁵	AICM	Mel Muldrow, Dean Fausset; Dustin Liljehorn, JE Dunn	Yes	Contract Amendment Three 2/24/15
	1/8/2015	Executed Amendment Two to the Pre-Construction Contract with JE Dunn ⁶	AICM	Mel Muldrow, Dean Fausset; Dustin Liljehorn, JE Dunn	Yes	Contract Amendment Two 1/8/15
	12/1/2014	RFP issued - Marketing/Public Outreach ⁷	AICM	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM		Oversight Group Minutes 12/9/14; Briefing Slides
	12/1/2014	Commissioning Agent Selection Underway ⁸	AICM	AICM project team	No	Oversight Group Minutes 12/9/14; LSO Historic Timeline
	12/1/2014	Communications PR Firm Selection Underway ⁹	AICM	AICM project team	No	Oversight Group Minutes 12/9/14 and briefing slides; LSO Historic Timeline
	10/13/2014	Executed Amendment One to Pre-Construction Contract with JE Dunn ¹⁰	AICM	Mel Muldrow, Dean Fausset; Dustin Liljehorn, JE Dunn	Yes	Contract Amendment One 10/13/14
9/19/2014	Issued Request for Qualifications for Commissioning Agent	AICM	AICM project team	N/A	RFQ 9/19/14	

8/28/2014	Executed Contract w/JE Dunn, Construction Manager at Risk, for Pre-Construction ¹¹	AICM	Mel Muldrow, Dean Fausset, A&I; Dirk Schafer, JE Dunn	Yes	Pre-Construction Contract; Oversight Group Minutes 9/30/14; Executive Summary Handout
7/16/2014	Selected JE Dunn as Construction Manager at Risk (CMAR). ¹²	AICM	Group Members except Lubnau; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 7/16/14; LSO Historic Timeline
7/9/2014	Selected JE Dunn Construction as CMAR (notice to Shortlist candidates)	AICM	AICM project team	Yes	AICM files CMAR Selection Summary
6/19/2014	CMAR Interview Update issued to CMAR Shortlist	AICM	AICM project team	Yes	AICM Files 140619 CMAR Update
6/17/2014	CMAR Update issued to CMAR Candidates (shortlist)	AICM	AICM project team	Yes	AICM Files 140617 CMAR Update
5/8/2014	Voted to allow design team to participate as voting member for selecting Construction Manager at Risk ¹³	Oversight Group	All Group members except Gov. Mead, Bebout and Throne; Kari Gray, Governor's Chief of Staff; LSO staff; Tom Whetstone, HDR, Inc; Suzanne Norton, AICM	Yes	Oversight Group Minutes 5/8/14
5/1/2014	Issued Request for Qualifications for CMAR Services (submittals due 6/6/14)	AICM	AICM project team	N/A	AICM Files Request For Qualifications CMAR

Design

	Approve Final Design Plans	Oversight Group			
	Determine Capitol Building Space Allocations	Oversight Group			
2/4/2015	Appointments to Herschler Exterior Subcommittee as requested by the Oversight Group at January 28 meeting. ¹⁴	Oversight Group Chairman Ross	Chairman Ross	Yes	Legislature records
1/28/2015	Suggested AICM and HDR work toward including 4 elevators for Herschler addition. ¹⁵	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	N/A	Oversight Group Minutes 1/28/15
1/28/2015	Requested additional information from AICM and HDR re: moving columns in Capitol ¹⁶	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	N/A	Oversight Group Minutes 1/28/15
1/28/2015	Approved elimination of Herschler Building Skin Option I & II, to no longer be considered. Requested additional information from AICM re: Herschler skin, i.e. what will \$13 million buy, and what are material options? ¹⁷	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 1/28/15
1/28/2015	Approved Option III to fully utilize the Herschler Building and maximize space in the addition. ¹⁸	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 1/28/15
12/19/2014	Schematic design documents issued for Capitol	AICM	HDR Architecture	N/A	AICM Files 141219 Capitol SD Vol. I; LSO Historic Timeline
12/8/2014	Safeway demolition ¹⁹	AICM	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 7/16/14; Oversight Group Minutes 12/9/14
11/19/2014	Executed Amendment Five to the HDR Contract ²⁰	AICM	Mel Muldrow, Dean Fausset; Jason Uyeda, Tom Whetstone, HDR Architecture	Yes	AICM Files Executed Amendment5HDR
11/6/2014	Recommended support for the layout of space for the legislative branch presented by Mr. Whetstone and that the recommendation be forwarded to the Management Council and Oversight Group.	Select Committee on Legislative Facilities	Ross, Berger, Esquibel, Byrd, Zwonitzer (except Von Flatern)	Yes	Select Legislative Facilities Minutes 11/6/14
10/30/2014	Schematic design documents issued for Herschler/CUP/Connector ²¹	AICM	HDR Architecture	N/A	AICM Files 141030 Herschler SD Narrative; LSO Historic Timeline
10/15/2014	Received update on Capitol Square Project ²²	State Building Commission	Secretary Maxfield; Auditor Cloud; Treasurer Gordon; Superintendent Hill	N/A	State Building Commission Minutes 10/15/14

9/30/2014	Adopted Option SEA 43 (August 28 draft). ²³	Oversight Group	Group members except Nicholas; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM; 4 representatives of JE Dunn.	Yes	Oversight Group Minutes 9/30/14
	Decision to include Herschler Building in renovation/construction ²⁴			Yes	Executive Summary Handout 9/30/14
8/18/2014	Clarified that Oversight Group must approve final design plans after review and comment by Advisory Task Force, and suggested that an executive summary of the design plans be presented for the Oversight Group to consider and approve once schematic design is complete. ²⁵	Oversight Group	Group Members except Bebout, Nicholas, Stubson; LSO staff; Tom Whetstone; HDR, Inc.; Suzanne Norton, AICM	N/A	Oversight Group Minutes 8/18/14
8/1/2014	Developed Capitol Square website (wyomingcapitolsquare.com) ²⁶	AICM	AICM project team	Yes	
7/25/2014	Executed Amendment Four to HDR Contract ²⁷	AICM	Mel Muldrow, Dean Fausset; Jason Uyeda, Tom Whetstone, HDR Architecture	Yes	AICM Files Executed Amendment4HDR
7/16/2014	Authorized AICM and ETS to relocate Herschler data center ²⁸	Oversight Group	Group Members except Lubnau; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM; Flint Waters, ETS	Yes	Oversight Group Minutes, 7/16/14; LSO Historic Timeline
7/16/2014	Voted to support the expenditure of \$2.3 million appropriated to AICM from the Capitol Building Rehabilitation and Restoration Account for the ETS to relocate the Herschler Data Center out of the Herschler Building. ²⁹	Oversight Group	Group Members except Lubnau; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM; Flint Waters, ETS	Yes	Oversight Group Minutes, 7/16/14; 2014 Session Laws, Chapter 40, Section 4(a); LSO Historic Timeline
7/16/2014	Provided Chairman Ross with the proxy votes of the legislative members of the Oversight Group to work with the Governor to provide an office on the Rotunda on the first floor of the Capitol for the Secretary of State, Treasurer, and Auditor, consistent with the drawings in Option E or to proceed with the SEA 43 plan. ³⁰	Oversight Group	Group Members except Lubnau; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM; Flint Waters, ETS; Col. John Butler, WHP	Yes	Oversight Group Minutes 7/16/14; Slide 43 of Appx. 5; Slide 23 of Appx. 5
7/16/2014	Received update on Capitol Square project. ³¹	State Building Commission	Gov. Mead; Secretary of State Maxfield; Auditor Cloud; Treasurer Gordon; Superintendent Hill – by telephone; and others	Yes	State Building Commission Minutes 7/16/14
7/14/2014	Task Force received update on selection of CMAR, JE Dunn Construction Company; received proposal for parking lot with 150 spaces on Pioneer site; received update on Herschler exterior walls and wall study options, CUP, and preliminary stacking diagrams for housing four elected officials in the Herschler addition; and received space planning options for Capitol building (Options SEA43, A, B, C, D, E, and F). Task Force requested Option G to include space for Elected Officials in the Rotunda. ³²	Advisory Task Force on Capitol Building Rehabilitation and Restoration		N/A	LSO Meeting Summary 7/14/14

6/9/2014	Recommended Plan "SEA 43" ³³	Select Committee on Legislative Facilities	Committee Members Ross, Berger, Esquibel, Von Flatern, Byrd, Zwonitzer; LSO Staff	Yes	Select Committee Minutes 6/9/14; Oversight Group Minutes 7/16/14 (Appx. 6)
5/8/2014	Requested that HDR explore options to maximize space for Herschler addition. ³⁴ Received several design concepts for building and connector. Also received initial layout design of Capitol Building based on SEA 43.	Oversight Group	All Group members except Gov. Mead, Bebout and Throne. Also present: Kari Gray, Governor's Chief of Staff; LSO staff; Tom Whetstone, HDR, Inc; Suzanne Norton, AICM	N/A	Oversight Group Minutes 5/8/14; LSO Meeting Summary 5/8/14
5/8/2014	Requested that HDR explore possibility of creating tunnel to St. Mary's parking lot as well as parking structure to the West of the Capitol ³⁵	Oversight Group	All Group members except Gov. Mead, Bebout and Throne. Also present: Kari Gray, Governor's Chief of Staff; LSO staff; Tom Whetstone, HDR, Inc; Suzanne Norton, AICM	N/A	Oversight Group Minutes 5/8/14
5/8/2014	Authorized the Speaker and President to request Management Council assign JAC the task of reviewing the need for moving forward with an independent state data center ³⁶	Oversight Group	All Group members except Gov. Mead, Bebout and Throne. Also present: Kari Gray, Governor's Chief of Staff; LSO staff; Tom Whetstone, HDR, Inc; Suzanne Norton, AICM	Yes	Oversight Group Minutes 5/8/14
5/8/2014	Received information concerning possible traffic patterns on 26 th Street. ³⁷	Oversight Group	All Group members except Gov. Mead, Bebout and Throne. Also present: Kari Gray, Governor's Chief of Staff; LSO staff; Tom Whetstone, HDR, Inc; Suzanne Norton, AICM	N/A	Oversight Group Minutes 5/8/14
5/7/2014	Task Force received update on scope and activity for project; potential temporary space; and space plans for Capitol and Herschler in accordance with SEA 43. ³⁸	Advisory Task Force on Capitol Building Rehabilitation and Restoration		N/A	LSO Meeting Summary 5/7/14
4/16/2014	Received update on Capitol Square Project ³⁹	State Building Commission	Governor Mead; Auditor Cloud; Secretary Maxfield; Treasurer Gordon; Superintendent Hill	N/A	State Building Commission Minutes 4/16/14
4/16/2014	Received update on Capitol Square Project ⁴⁰	Select Committee on Legislative Facilities	Ross, Berger, Esquibel, Von Flatern, Byrd, Zwonitzer (Joint meeting with Select Committee on Legislative Technology & Process)	N/A	Select Committee Minutes 4/16/14

1/17/2014	Executed Amendment Three to HDR Contract ⁴¹	AICM	Mel Muldrow, Dean Fausset; Jason Uyeda, Tom Whetstone, HDR Architecture	Yes	AICM Files, Executed Amendment3HDR
1/15/2014	Received update on Capitol Square project ⁴²	State Building Commission	Gov. Mead; Auditor Cloud; Secretary Maxfield; Treasurer Gordon; Superintendent Hill	N/A	State Building Commission Minutes 1/15/14
12/17/2013	Task Force received additional recommendations for the renovation and addition to the Herschler Building from HDR / PDP / Plan 1 design team. ⁴³	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		N/A	LSO Meeting Summary 12/17/13
12/11/2013	Executed Amendment Two to HDR Contract ⁴⁴	AICM	Mel Muldrow, Dean Fausset; Tom Whetstone, HDR Architecture	Yes	AICM Files, Executed Amendment2HDR
11/18/2013	Requested additional information about options for temporary space and project cost. ⁴⁵	Management Council	Council Members except Goggles; LSO staff	N/A	Management Council Minutes 11/18/13
11/18/2013	HDR / PDP / Plan 1 team made recommendations for the renovation and restoration of the Capitol			N/A	
10/23/2013	Executed Amendment One to HDR Contract ⁴⁶	AICM	Mel Muldrow, Dean Fausset; Tom Whetstone, HDR Architecture	Yes	AICM Files, Executed Amendment1HDR
9/25/2013	Adopted Project Constitution ⁴⁷	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		Yes	Project Constitution
7/2/2013	Task Force considered major issues discovered by design team during Level I and Level II studies. Agreed w/recommendation to move occupants out of Capitol during construction. ⁴⁸	Joint Legislative and Executive Task Force on Capitol Building and Rehabilitation & Restoration		N/A	Joint Task Force Minutes 7/2/13
5/9/2013	Requested AICM to move forward with the concept of installing video and audio (to pursue fiber optic wiring as opposed to copper) capabilities in the Capitol during the renovation and recommended the Select Committee on Legislative Technology and Process consider this proposal at its next meeting. Suggested this issue also be brought to the Task Forces as well to the executive branch, to determine needs in other parts of the building.	Select Committee on Legislative Facilities	Ross, Zwonitzer, Esquibel, Berger, Byrd (except Von Flatern)	Yes	Select Committee on Legislative Facilities Minutes 5/9/13
3/19/2013	Executed contract with HDR Architecture, Inc.	AICM	Jim Chaput, A&I; Thomas Sanders, Tom Whetstone, HDR Architecture	Yes	AICM Files, Design ContractHDR

	12/21/2012	Authorized AICM to proceed with contract negotiations with HDR Architecture, Inc. with partners Plan One/Architects and Preservation Design Partnership, LLC.	Oversight Committee			AICM Files, Project Updates Memo 1/31/13
	12/12/2012	Confirmed recommendations of Select Committee on Legislative Facilities regarding the process for the Legislature to participate in the design work for Capitol Complex. ⁴⁹	Management Council	Council Members except Gingery and Goggles; LSO staff	Yes	Management Council Minutes 12/12/12; LSO Historic Timeline
	8/15/2012	Requested that the Level I and Level II design firm take into account the Carter Goble Lee study as well as the Management Council key decisions for Phase I and II of the Carter Goble Lee Study for increased space needs.	Select Committee on Legislative Facilities	Ross, Illoway, Von Flatern, Rothfuss, Connolly, Zwonitzer	Yes	Select Legislative Facilities Minutes 8/15/12

Temporary Space

	Construction on Kendrick House for Attorney General	AICM			
	Construction on Idelman Mansion for Governor	AICM			
	Execute 614 S. Greeley Hwy Lease	AICM			
3/23/2015	Executed 2020 Carey Lease with Voss Family Limited Partnership ⁵⁰	AICM	Mel Muldrow, Dean Fausset, A&I; Wayne Voss, Voss Family Limited Partnership	Yes	Contract #128578; Lease #8-09656
3/17/2015	Executed 200 W. 17 th Street Lease with Terrell Industries, LLC ⁵¹	AICM	Mel Muldrow, Dean Fausset, A&I; David Hatch, Terrell Industries LLC	Yes	Contract #128579; Lease #8-09657
3/3/2015	Approved 614 S. Greeley Hwy Lease ⁵²	Oversight Group		Yes	Oversight Group Minutes 3/3/15
3/3/2015	Approved 200 W. 17 th Street Lease ⁵³	Oversight Group		Yes	Oversight Group Minutes 3/3/15
3/3/2015	Approved 2020 Carey Lease ⁵⁴	Oversight Group		Yes	Oversight Group Minutes 3/3/15; Oversight Group Minutes 12/9/14; Briefing Slides; Executive Summary Handout 9/30/14
1/30/2015	Executed Lease for Jonah Bank Building with Pershing Circle, LLC ⁵⁵	AICM	Mel Muldrow, Dean Fausset, A&I; Neil A. McMurry, Pershing Circle	Yes	Contract #128582, Lease #8-09651 dated 1/30/15
1/28/2015	Approved leasing strategy for 2020 Carey Ave, 200 W. 17 th Street, and 614 S. Greeley Hwy. ⁵⁶	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 1/28/15
1/28/2015	Approved Lease for Jonah Bank Building ⁵⁷	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 1/28/15
1/15/2015	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. ⁵⁸	Oversight Group	All Group members; LSO staff	N/A	Oversight Group Minutes 1/15/15
1/15/2015	Decided that the Herschler Building should have a new exterior that complements the Capitol and is consistent with an executive office building, and directed design team to present options for the exterior, including visual representations of various options.	Oversight Group	All Group members; LSO staff	Yes	Oversight Group Minutes 1/15/15
1/15/2015	Directed AICM to continue to negotiate with the building owner regarding information that needs to be incorporated into the (Jonah) lease	Oversight Group	All Group members; LSO staff	N/A	Oversight Group Minutes 1/15/15

12/9/2014	Temporary relocation of Capitol and Herschler occupants ⁵⁹	Oversight Group & AICM	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM; Lt. Tonya Dove, WHP; Dustin Slovikoski, JE Dunn Construction; Jeff Callinan, JE Dunn Construction	Yes	Oversight Group Minutes 3/3/15; 1/28/15; 12/9/14; 9/30/14
12/9/2014	Enter into Lease negotiations for Jonah building ⁶⁰	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 12/9/14; LSO Historic Timeline
11/6/2014	Recommended to the Oversight Group that the Wyoming Legislature move into the Jonah Financial Center temporarily during Capitol renovation. Requested that HDR & AICM and JE Dunn develop final cost estimates to present to the Oversight Group for final approval.	Select Committee on Legislative Facilities	Ross, Berger, Esquibel, Byrd, Zwonitzer (except Von Flatern)	Yes	Select Legislative Facilities Minutes 11/6/14
8/18/2014	Authorized AICM to tour leased office space and negotiate a hold option on the space deemed most suitable at a reduced rate w/ intention to occupy the space no later than June 1, 2015. ⁶¹	Oversight Group	Group Members except Bebout, Nicholas, Stubson; LSO staff; Tom Whetstone; HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 8/18/14; Executive Summary Handout and Conference Record Advisory Task Force 8/28/14; LSO Historic Timeline
2/7/2014	Decisions on temporary space during construction. Agreed to sponsor Bill as a Senate File. Also stressed importance of soliciting Wyoming contractors for portions of the project. ⁶²	Management Council	Council Members; LSO staff	Yes	Management Council Minutes 2/7/14

Property Purchases	1/30/2015	Purchased 2504 Carey Avenue (West of Herschler and East of Capitol Hill building)	State Building Commission		Yes	State Building Commission Records
	8/26/2014	Purchased Idelman Mansion (2318 & 2323 Carey Avenue) ⁶³	State Building Commission	Gov. Mead, Secretary Maxfield, Auditor Cloud, Treasurer Gordon, Superintendent Hill	Yes	State Building Commission Records; Executive Summary Handout 9/30/14
	7/16/2014	Approved purchase of Schrader properties at 2323 Carey Avenue and 2318 Carey Avenue (Idelman Mansion) for \$1.795 million dollars from the SBC Contingency Fund.	State Building Commission	Gov. Mead; Secretary of State Maxfield; Auditor Cloud; Treasurer Gordon; Superintendent Hill – by telephone; and others	Yes	State Building Commission Minutes 7/16/14
	12/28/2012	Purchased 2515 O’Neil Avenue (west of Safeway property) ⁶⁴	State Building Commission	Gov. Mead, Auditor Cloud, Secretary Maxfield, Acting Treasurer Garland, Superintendent Hill	Yes	State Building Commission Records; State Building Commission Minutes 10/25/12
	5/31/2012	Purchased Capitol Hill Building (Delta Dental) at 320 W. 25 th Street	State Building Commission		Yes	State Building Commission Records
	3/28/2012	Purchased 2517 O’Neil Avenue & 2523 O’Neil Avenue (west of Safeway property) ⁶⁵	State Building Commission	Gov. Mead, Auditor Cloud, Secretary Maxfield, Treasurer Meyer, Superintendent Hill	Yes	State Building Commission Records; State Building Commission Minutes 4/18/12
	1/29/2012	Purchased Pioneer Avenue Safeway property ⁶⁶	State Building Commission		Yes	State Building Commission Records

Studies/Planning/ Funding	3/4/2015	Appropriated \$290,000,000 from the Capitol Building Rehabilitation and Restoration Account to A&I ⁶⁷	Legislature	Quorum	Yes	SEA56
	3/2/2015	Adopted HEA62 (HB225) to require security in Herschler as well as Capitol. Also provides contracted security during rehabilitation & restoration project. ⁶⁸	Legislature	Quorum	Yes	HEA62, 3/2/15
	1/28/2015	Moved to submit project Constitution to Task Force for revision, to include goals to make office space in Herschler that is befitting of dignity of elected officials and their staff.	Oversight Group	All Group members; LSO staff; Tom Whetstone, HDR, Inc.; Suzanne Norton, AICM	Yes	Oversight Group Minutes 1/28/15
	08/27/2014	Directed AICM to conduct a cost analysis for occupying the Jonah Financial Center and the old Liquor Warehouse. Also directed LSO to draft a letter to the Oversight Group about the Committee’s request to conduct cost comparisons between the two buildings. ⁶⁹	Select Committee on Legislative Facilities	Ross, Berger, Esquibel, Byrd, Zwonitzer (except Von Flatern)	Yes	Select Legislative Facilities Minutes 8/27/14
	8/20/2014	Report by Terracon titled “Limited Scope Evaluation of Building Exterior- Final” (Herschler)	AICM	AICM project team	N/A	AICM Files 140820 Herschler Building Exterior Final Report
	8/1/2014	Arborist Report ⁷⁰	AICM	AICM project team	N/A	Conference Record Advisory Task Force workshop 8/28/14

8/1/2014	Security Assessment ⁷¹	AICM	AICM project team	N/A	Conference Record Advisory Task Force workshop 8/28/14
3/14/2014	Letter from Legislature to Suzanne Norton, AICM, re: Legislative Branch participation and role of each committee in Capitol Square Project	Legislature	Sen. Ross, Rep. Lubnau	N/A	Letter 3/14/14, Oversight Group Appx 3, 5/8/14
2/24/2014	Report: Level I Reconnaissance Level II Feasibility Study for Capitol Rehabilitation and Restoration, including Herschler Supplement. Published and delivered to Legislature	AICM	AICM project team	N/A	AICM Files Vols. I-IV; LSO Historic Timeline
3/6/2014	Adopted Senate Enrolled Act 43 – provides funding, project components ⁷²	Legislature	Quorum	Yes	SEA 43; LSO Historic Timeline
3/6/2014	Created Oversight Group on Capitol Restoration and Rehabilitation; Joint Task Force renewed as advisory body ⁷³	Legislature	Quorum	Yes	SEA 43, Ch. 40; LSO Historic Timeline
1/9/2014	Decided to fund as a single project inclusive of the Capitol and Herschler Building, with a budget of \$259 million. Decided to finance the project by expending \$100 million in the Capitol Building Restoration Account and for the Governor to recommend \$37.5 million each year to be deposited to the account and to provide for a loan mechanism by which the State Treasurer may borrow from the PWMTF reserve account, which would be utilized only if the cash flow needed is not satisfied by the continuing stream of appropriations. Created a construction decision-making group that would authorize the final budget and project components. Decided that the role of the Task Force is advisory to the decision-making body. ⁷⁴	Management Council	Council Members except Berger and Throne; LSO staff	Yes	Management Council Minutes 1/9/14
12/17/2013	Voted to expend no more than \$15,900 to produce a communication plan including an educational presentation and materials for members of the public and the Legislature regarding the project. ⁷⁵	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		Yes	LSO Meeting Summary 12/17/13
11/6/2013	Approved funding to continue into Level III design of Capitol Square ⁷⁶	State Building Commission	Governor Mead; Auditor Cloud; Secretary Maxfield; Superintendent Hill	Yes	State Building Commission Special Meeting Minutes 11/6/13; LSO Historic Timeline
11/4/2013	Task Force received options for Herschler building and a Central Utility Plant (CUP). ⁷⁷ Also requested public meetings around the state to update citizens on the project.	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		N/A	LSO Meeting Summary 11/4/13
10/17/2013	Task Force received information regarding HVAC systems, smoke evacuation systems, restrooms, relocation of elevators, cost estimates, and Herschler building and connector. ⁷⁸	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		N/A	LSO Meeting Summary 10/17/13

10/16/2013	Received update on Capitol Building Rehabilitation & Restoration. ⁷⁹	State Building Commission	Secretary Maxfield; Auditor Cloud; Treasurer Gordon; Superintendent Hill	N/A	SBC Minutes 10/16/13
9/25/2013	Report: Level I/II Life Safety & Fire Protection Assessment (Capitol) by Aon Fire Protection Engineering Corporation	AICM	AICM project team	N/A	AICM Files, WYSC prsntnAonStkHldr Brief
9/25/2013	Approved funding and inclusion of Herschler - Capitol Square in Level I and Level II design study	State Building Commission		Yes	LSO Historic Timeline
9/25/2013	Task Force received information regarding fire protection, life safety and code analysis. Received information on various plans to accommodate Capitol occupants and different levels of priority. Also received information on temporary space solutions using modular units on the Safeway property. ⁸⁰	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		N/A	LSO Meeting Summary 9/25/13
9/10/2013	Task Force received information regarding space required for building systems and code compliance issues for Capitol Building, and input from elected officials regarding space allocation.	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		N/A	LSO Meeting Summary 9/10/13
8/29/2013	Voted to request SBC to call a special meeting to allocate \$300,000 to begin Level I and Level II design for the Herschler building remodel and expansion in conjunction with the renovation of the Capitol.	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		Yes	LSO Meeting Summary 08/29/13
8/29/2013	Task Force considered options for space needs in connector and Herschler ⁸¹	Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration		N/A	LSO Meeting Summary 08/29/13
8/15/2013	Task Force considered two space allocation proposals from HDR Architecture ⁸²	Joint Legislative and Executive Task Force on Capitol Building and Rehabilitation & Restoration		N/A	LSO Meeting Summary 8/15/13
7/12/2013	Decided to begin drafting legislation regarding Capitol construction and state office building. ⁸³	Management Council	Council Members except Berger; LSO staff	Yes	Management Council Minutes 7/12/13
7/12/2013	Recommended to the SBC that no additional funds be spent on the St. Mary's parking lot east of the Capitol.	Management Council	Council Members except Berger; LSO staff	Yes	Management Council Minutes 7/12/13

5/24/2013	Report: Vertical Access Report Narrative of Dome Investigation	AICM	AICM project team	N/A	AICM Files, Vertical Access WSCDomeReport
4/17/2013	Capitol Hill Bldg Renovation - Increased previously approved \$1.3 million by \$500,000.00 from the SBC Contingency Fund. ⁸⁴	State Building Commission	Gov. Mead; Auditor Cloud; Secretary Maxfield; Treasurer Gordon; Superintendent Hill	Yes	SBC Minutes 4/17/13
2/21/2013	Created Joint Legislative Executive Task Force on Capitol Rehabilitation and Restoration. Eliminated legislative appointments for previously-assigned Steering Committee to guide Level I and Level II study of Capitol renovation. ⁸⁵	Legislature	Quorum	Yes	HEA 45, Ch. 73, sec. 339; Management Council Minutes 2/26/13; LSO Historic Timeline
1/16/2013	Authorized additional spending authority of \$165,000 for Architect contract w/HDR Architecture from the Flex Contingency fund; requested information about additional services needed to support request, to be presented at April meeting. ⁸⁶	State Building Commission	Gov. Mead; Auditor Cloud; Secretary Maxfield; Treasurer Gordon; Superintendent Hill	Yes	State Building Commission Minutes 1/16/13 revised; AICM Files, Project Updates Memo 1/31/13
1/1/2013	Capitol Restoration Enhanced Level I / II funded – Session	Legislature	Quorum	Yes	HEA 45, Ch. 73; LSO Historic Timeline
8/21/2012	Request for Qualifications issued for Level I Reconnaissance and Level II Feasibility Study	AICM	AICM project team	N/A	RFQ 8/21/12
8/15/2012	Requested that the request for Level III funding include discussions of additional space needs by the Legislature and exploring the expansion of the Capitol and possibility of expanding into the plaza between the Capitol and Herschler buildings.	Select Committee on Legislative Facilities	Ross, Illoway, Von Flatern, Rothfuss, Connolly, Zwonitzer	Yes	Select Legislative Facilities Minutes 8/15/12
8/15/2012	Voted current Senate Chair of the Legislative Facilities Committee, current House Chair of the Legislative Facilities Committee, and Rep Zwonitzer as a member of the State Building Committee to serve on any liaison committees related to the Capitol Renovation and that members of the Level I and II steering committee be paid salary and per diem.	Select Committee on Legislative Facilities	Ross, Illoway, Von Flatern, Rothfuss, Connolly, Zwonitzer	Yes	Select Legislative Facilities Minutes 8/15/12
8/15/2012	Recommended to Management Council the authorization for the Select Committee on Legislative Facilities to service as the clearing house in developing a consensus in the legislative branch on renovation issue and to request two additional meetings this interim.	Select Committee on Legislative Facilities	Ross, Illoway, Von Flatern, Rothfuss, Connolly, Zwonitzer	Yes	Select Legislative Facilities Minutes 8/15/12
7/18/2012	Approved \$1.3 million from the Contingency Fund to renovate the Capitol Hill building. Also agreed with City caveat that St. Mary's parking lot would be brought up to code if no building or other development was completed by Summer 2013.	State Building Commission	Gov. Mead, Secretary Maxfield, Auditor Cloud, Treasurer Meyer, Superintendent Hill	Yes	State Building Commission Minutes 7/18/12
7/18/2012	Approved \$400,000 from Contingency Fund to proceed with Level I and Level II studies for Capitol Building Renovation. ⁸⁷	State Building Commission	Gov. Mead, Secretary Maxfield, Auditor Cloud, Treasurer Meyer, Superintendent Hill	Yes	State Building Commission Minutes 7/18/12
5/14/2012	Voted to send the Governor a letter requesting that the Level III process begin as scheduled on July 1.	Select Committee on Legislative Facilities	Ross, Illoway, Rothfuss, Von Flatern, Connolly, Zwonitzer	Yes	Select Legislative Facilities Minutes 5/14/12
4/18/2012	Received update on Level III design funding for State Office Building on St. Mary's site ⁸⁸	State Building Commission	Gov. Mead, Auditor Cloud, Secretary Maxfield, Treasurer Meyer, Superintendent Hill	Yes	State Building Commission Minutes 4/18/12

3/7/2012	Authorized Senator Ross and Representative Illoway to continue to serve as the legislative delegates on the design committee for the Level III design study.	Management Council	Council Members except Goggles; LSO staff	Yes	Management Council Minutes 3/7/12
2/7/2012	Report: Level I Reconnaissance and Level II Feasibility, State Office Building	AICM	AICM project team	N/A	AICM Files 120207 NSOB Level I Level II Report
1/1/2012	Funds for Safeway renovation diverted to Hathaway 5th floor renovation				LSO Historic Timeline
1/1/2012	New State Office Building on Pioneer property (Safeway) Level I / II published - Design Funded – Shelved (\$4.4 m)				SEA 29, Ch. 26; LSO Historic Timeline
1/1/2012	Capitol Restoration Level I / II Approved by State Building Commission	State Building Commission		Yes	LSO Historic Timeline
6/1/2008	Report: State of Wyoming Capitol Master Plan Space Utilization Options (Carter Goble Lee Space Study, Phase II) ⁸⁹	AICM	AICM project team	N/A	AICM Files CGL Capitol Space Needs II, Executive Rpt.; LSO Historic Timeline
1/1/2008	Level I / II Study to Infill the Herschler Atrium funded / Budget Reductions				LSO Historic Timeline
7/1/2008	Created Capitol Building Rehabilitation and Restoration Account ⁹⁰	Legislature	Quorum	Yes	SEA 32, Ch. 123; LSO Historic Timeline
7/1/2008	Created Capitol Complex Construction Account ⁹¹	Legislature	Quorum	Yes	2008 SEA 32, Ch. 123; 2007 Wyo.Sess.Laws Ch. 136, §4; LSO Historic Timeline
7/1/2008	Created Capitol Building Restoration Account ⁹²	Legislature	Quorum	Yes	2008 SEA 32, Ch. 123; 2007 Wyo.Sess.Laws Ch. 136, §4; LSO Historic Timeline
7/1/2008	Created Joint Legislative & Executive Task Force on Capitol Building Rehabilitation & Restoration ⁹³	Legislature	Quorum	Yes	SEA 32, Ch. 123; LSO Historic Timeline
4/1/2007	Report: Legislative Space Needs in Wyoming State Capitol (Carter Goble Lee Space Study, Phase I) ⁹⁴	AICM	AICM project team	N/A	AICM Files CGL Capitol Space Needs I, Legislature Rpt.; AICM Files 141222 Project Overview History of the Project Timeline; LSO Historic Timeline

	12/1/2005	Final Report on Capitol Facilities prepared by the Joint Legislative and Executive Task Force on Capitol Facilities ⁹⁵	Joint Legislative & Executive Task Force on Capitol Facilities	Senators Larson, Anderson, Hines, Job, Schiffer; Representatives Luthi, Cohee, Philp, Reese, Samuelson, Simpson, Walsh; Gov. Freudenthal; Joe Meyer, Secretary of State; Cynthia Lummis, State Treasurer; Max Maxfield, State Auditor, Jim McBride, Superintendent of Public Instruction; William Hill, Chief Justice of the Wyoming Supreme Court	N/A	Final Report 12/1/05
	3/1/2003	Established the Capitol Building Restoration Account (\$7.9 m)	Legislature	Quorum	Yes	HEA 79, Ch. 131; LSO Historic Timeline

¹ For public relations strategies for Capitol Square Project, to include public awareness, messaging, media planning and events, website content and updates, electronic newsletter, social media. Services at \$75.00 per hour, not to exceed \$196,050 plus \$3,000 in expenses.

² For building inspection testing services at the Capitol and Herschler to include asbestos, lead-based paint, regulated building materials, and mold. Total not to exceed \$18,200.00.

³ Requires JE Dunn to perform services as Construction Manager at Risk. Construction Cost Limitation \$199 million. GMP to be established later. Pre-construction Fee: \$461,368.00. Construction Fee: \$4,477,500.00.

⁴ License Agreement to access, extract, quarry, stockpile and remove sandstone from quarry owned by Overland Trail Cattle Company, LLC. This is the same quarry from which the original stone for the Capitol was obtained. Stone is necessary for rehabilitation of failing stone on Capitol exterior.

⁵ Extended expiration date to March 9, 2015, to allow time to finalize CMAR contract.

⁶ Extended the term of Pre-Construction Contract to February 26, 2015

⁷ Need to expand public outreach as project progresses.

⁸ Interviews December 17, 2015 with Iconergy, Ltd.; McKinstry Essention, LLC; MKK Consulting Engineers, Inc.

⁹ Expected Oral Presentations week of January 27, 2015

¹⁰ Added work associated with the Building Fabric Analysis Testing, Probes and Paint Exposures to the scope of work

¹¹ Contract for pre-construction services. Dirk Schafer, Principal in Charge; Dustin Liljehorn, Senior Project Manager; Jeff Callinan, Preconstruction manager; and David Slovikoski, Capitol/Historic Estimator.

¹² Six companies submitted proposals and top three were interviewed. AICM felt JE Dunn was the clear choice because of experience on similar projects and the work that the company had done ahead of the interview, such as engaging with Workforce Services and Wyoming contractors about the project. Group expressed concerns about JE Dunn's other projects, whether Wyoming would get full commitment and expertise, whether Wyoming would get "A team" or "B team" and whether JE Dunn could meet the timeline and stay within budget. JE Dunn completed the Kansas Capitol, is currently working on the Minnesota Capitol, and is beginning work on the Oregon Capitol. Other concerns were the 8-year completion of the Kansas Capitol; AICM learned from Kansas that the reason for the delay and cost overruns was the State's management of the project and keeping the Capitol occupied during construction, not JE Dunn's management.

¹³ Usually the design team is a non-voting member for selecting the CMAR, however because of the complexity of this project it would be a good idea to have their input as voting members. There was no objection from the Oversight Group.

¹⁴ The following individuals will serve on this subcommittee: Senator Ross, Oversight Group Co-chairman; Senator Nicholas, Oversight Group Member; Representative Berger, Oversight Group Member; Pat Arp, Deputy Secretary of State, Advisory Task Force member; Jayne Mockler, public member of Advisory Task Force

¹⁵ Adding 2 elevators instead of 4 elevators saves approximately \$500,000.

¹⁶ Keeping some columns could save 2 months on timeline, and approximately \$1 million. Leaving decorative, historic column may be way to celebrate history of the building, especially in the 1890 section.

¹⁷ Herschler Exterior to be new replacement rather than just a fix.

¹⁸ Additional 17,359 sq. ft. needed to the front of the Herschler Bldg. Adopted this option to utilize most square footage. Own vs. lease results in 12 years to recoup cost.

¹⁹ Site is to be used for an additional 150 parking stalls that will be mandated by the City for the additional occupants of the Herschler Building. Design approved by City. Materials are being recycled. Project to be bid in January; temporary landscaping to be installed as part of Phase I.

²⁰ Extended the term of Contract to December 31, 2019 and increased the contract amount by \$21,509,200.00 for a total amount of \$28,295,350.00 to add Level III Basic and Supplemental Design Services to the scope of services

²¹ Existing Herschler Building. Additional office space needed; exterior water infiltration issues per August 20, 2014 report by Terracon titled "Limited Scope Evaluation of Building Exterior- Final." Scope of Work to include: (a) Replace the building envelope, inclusive of exteriors walls, windows and roof; (b) Renovate the building core to provide new restrooms, stairs and elevators; (c) Infill the atrium to add additional usable square footage; (d) Construct a new central plant related electrical switchgear room on the first floor of the east wing. Remove part of the roof of the east wing to provide a well for central plant related cooling towers, emergency generators and an air handler. Herschler Addition. Additional space needed for Elected Officials. Scope of Work to include: (a) Construction of an 84,000 square foot, four story addition of Class A office space, first floor will house a large conference center, the upper floors will contain offices and open work areas; (b) Construction of a North Drive and Loading dock, including extensive modifications to 26th Street including utility relocations, to provide secure access by delivery vehicles. Below Grade Connector. Scope of Work to include: (a) Demolition of the existing connector, loading dock and west drive; (b) Replacement of the existing Connector with a larger footprint to contain a grand corridor between the Capitol and the Herschler, conference rooms, a catering kitchen, and storage space. Central Utility Plant. Scope of Work to include: (a) A below grade room for boilers and chillers; (b) Connections to new shafts in the Herschler to the new electrical switchgear room and cooling towers and emergency generators on the roof; (c) New tunnels to deliver chilled water supply and returns, domestic water, fire sprinkler water and condensate returns, and electrical conduits.

²² Lease update shows current annual total for Cheyenne of \$5,405,897; amount expected to increase as short term needs during Capitol Renovation are defined. Lease amounts are expected to decrease following Capitol Renovation. Capitol Hill Building will be used for employee relocation during Capitol Square project. Capitol Square Project will include Capitol renovation and Herschler building, as well as new Central Utility Plant. Project is nearing end of schematic design. Project team is also assessing the Herschler building exterior façade. An arborist report was completed and will help AICM make decisions about trees on the Capitol Square property.

²³ Provides space for Legislature and Governor on garden level; space for Governor in east wing of 1st floor; space for Legislature in west wing of 1st floor on the south side and northwest corner; three offices for elected officials off the northwest corner of the Rotunda; space for Legislature on 2d and 3d floors. Legislation requires consideration of the needs of Legislature and Governor first, and no excess space is available in the Capitol after assigning space for Legislature and Governor.

²⁴ Existing exterior envelope is failing due to weather and age. Moisture is collecting behind the cladding leading to rust; glazing is set on wooden blocks that are failing, causing the glazing to slip. Thermal barrier is not functioning well resulting in thermal bridges and low efficiency. Sealant between limestone panels of facade is failing.

²⁵ Group referenced 9-5-112 (e) and (f), which provides that no funds shall be expended for the purposes of construction until final design plans for the project have been submitted to the Advisory Task Force for review and comment and to the Governor and the Oversight Group for review and a majority of the legislative members of the Oversight Group has recommended approval and the Governor has approved the plans.

²⁶ To publicize information related to project.

²⁷ Increased the contract amount by \$2,250,000.00 for the addition of Extended Level III Services to the scope of services

²⁸ ETS researched options and costs to move the Herschler Data Center. Critical infrastructure is being moved into the Emerson Building. ETS also considering the possibility of partnering with private industry to house the State's data, creating redundant back-up systems to minimize risk.

²⁹ Costs associated with the move include ongoing annual costs of \$1.3 million for data center deployment and \$200,000 for additional network needs. One-time costs include: \$125,000 for moving, \$350,000 for consultant engagement and \$322,000 to upgrade the telephone systems. Currently, the State spends \$500,000 per year moving telephone lines from one location to another. By modernizing the telephone systems to voice over IP, all of the legacy copper wires would be removed and the State would not have to address outdated phone systems as part of the renovation. These costs do not include the legislative branch's technology systems and may not include some of the systems run separately by the elected officials. At suggestion of Mr. Don Richards, LSO Budget Manager, who stated that the most obvious source is the \$259 million appropriated for the Capitol Square Project and this use would be allowable in the appropriation, the Oversight Group considered potential funding sources. The Oversight Group could consider reversions, the option to B11 funds, or access the Governor's contingency funds. The \$1.5 million appropriated to ETS for the Emerson Data Center under Section 3 of the budget bill would likely not be a candidate for these costs, because capital construction funds traditionally have not been used for other purposes. Governor Mead expressed his desire that the funds come from the Capitol Square Project to accurately track the full project costs. Oversight Group voted to support expenditure. If such funds are expended, ETS shall provide the JAC with a business case for its proposal to provide for State data needs and include the recurring \$1.5 million annual ongoing costs for space and operations and the one-time moving costs of \$800,000 in its 2015 Supplemental Budget request to the Governor and JAC, along with an

accounting of any realized and projected savings, in order for policymakers to consider whether the Capitol Building Rehabilitation and Restoration Account should be repaid from the General Fund and determine the source of funding for the recurring space and operations costs in the ETS budget.

³⁰ Oversight Group requested better explanation of security needs, which will be provided after security assessment is completed.

³¹ St. Mary's property is still being considered as lay-down space during the Capitol renovation. The glazing repair at Herschler has become part of the Capitol Square project. JE Dunn Construction Company was selected as CMAR. Future steps include additional masonry inspections and an arborist report.

³² Task Force also received information on plan to vacate Herschler data center and consider cloud-based technology; potential to apply \$1.5 million remaining from Emerson building project to begin this project.

³³ Unanimously recommended by the Select Committee on Legislative Facilities after also considering Options A, B, and C. Legislation passed in 2014 requires legislative space needs to be met first, followed by the Governor's space needs. A security assessment would determine whether too much space has been allocated for security/public safety. All of the space needs for the Legislature and Governor are met in this design; however some support spaces, as well as space for future growth, are lacking. Committee also received update on work to improve the Capitol over the past 10 years, as well as current needs in order to increase public participation.

³⁴ Shape of addition not affected by location of footings; benefit is existing concrete slab running entire length of property on North side of Herschler. Also received information about continuing inspections of Herschler building that have indicated possible problems with the building's envelope.

³⁵ Will consider alternatives to keep infrastructure out of the way to accommodate potential tunnels

³⁶ Herschler Data Center is located in a potentially prime location to relocate the elected officials from the Capitol, but it is a robust and solid facility, so currently the design team is planning to keep it in place. However, there are risks having such a function in the heart of the Capitol Complex. Members expressed concerns about the Herschler Data Center being inadequate and the need for a State Data Center sometime in the future.

³⁷ Discussed possibility of 26th Street becoming a one-way street with traffic turning off of Central Avenue from the north to enter the parking structure beneath the Herschler building, and exiting to the north or to the west.

³⁸ Space plan for Herschler includes potential layout for connector, which includes committee rooms, chairmen office and office space for committee secretaries; parking garage access options; dock plan; and CUP. The Task Force was also presented with potential parking and storm water designs for the Pioneer (former Safeway) site and a framework plan approach to the St. Mary's parking site. Schedule focuses on beginning work after 2015 General Session.

³⁹ St. Mary's property to be used as lay-down space during renovation of the Capitol Building. Information from design team is relayed to Advisory Task Force, then presented to Oversight Group.

⁴⁰ Project will consist of seven sub-projects. Design team plan is to have committees preview ideas, then review plans, and finally endorse proposals. Also discusses various technology issues for the Legislature.

⁴¹ Increased the contract amount by \$3,215,900.00 for the addition of Level III Services and Public Information Planning

⁴² Cost of leases in Cheyenne is approximately \$5.3 million annually. AICM will provide percentage of general fund agencies and federally funded agencies. Project is currently in reconnaissance and feasibility phase of Level I and II studies; comments are being gathered before final reports and Herschler supplement are issued at end of month. Herschler Supplement was done to determine if Herschler building holds any value in terms of Capitol renovation. Herschler building could accommodate some of the space deficit. An addition to the Herschler building would add 56,000 net square feet, using the existing foundations.

⁴³ Plan includes using Herschler building for temporary office space during the Capitol renovation instead of using modular on the Safeway property. Cost estimates currently at \$113 million for Capitol renovation, \$86 million for Herschler connector and addition. Other cost estimates include \$2 million for temporary space, \$8.5 million for furniture, fixtures & equipment, \$29.5 million for soft costs, and \$20 million contingency. Current estimate for entire project is \$259 million.

⁴⁴ Increased the contract amount for reimbursable expenses

⁴⁵ Current cost estimate for the Capitol project is \$120 million, with additional money required for the connector and Herschler projects.

⁴⁶ Extended the term of the contract to December 31, 2014 and to add the Herschler Level I/II Design Studies to the scope of work

⁴⁷ Sets forth goals of the Project.

⁴⁸ This Task force also received an update on space needs identified by the building occupants, and considered additional issues presented by Preservation Design, including: less space in the building to accommodate the Capitol's occupants after the renovation, because space would be needed for additional restrooms, mechanical and electrical equipment, new equipment and furniture, and to relocate the elevators out of the main corridors.

⁴⁹ Adopted the following provisions regarding Level I & Level II studies of the Capitol Renovation: Take into account Level I and Level II of the 2007 Carter Goble Lee Space Study, study additional space needs for the Legislature and other Capitol occupants, examine the possibility of expanding the building into the plaza between the Capitol and Herschler building or other expansion options, authorize the Select Committee on Legislative Facilities to serve as clearing house to develop consensus in the legislative branch.

- ⁵⁰ Temporary space for Elected Officials. Leases approximately 35,953 square feet of space at \$15.00 per square foot. Annual rent is \$539,280. Lease term is 5 years, with options to extend and right of first refusal to purchase. Property to be used for 2 years for Capitol Square Project, then for use by other agencies currently in more expensive leased space.
- ⁵¹ Temporary space for Department of Environmental Quality. Leases approximately 37,030 square feet of space at \$16.00 per square foot. Annual rent is \$592,480. Lease term is 3 years, with options to extend and right of first refusal to purchase.
- ⁵² To be temporary space for Department of Workforce Services. Requested AG include options to extend lease for 2 additional 5-year terms and right of first refusal to purchase; gave AG authority to negotiate and make minor modifications to lease.
- ⁵³ To be temporary space for Department of Environmental Quality. Requested AG include options to extend lease for 2 additional 5-year terms and right of first refusal to purchase; gave AG authority to negotiate and make minor modifications to lease.
- ⁵⁴ To be temporary space for elected officials. Requested AG include options to extend lease for 2 additional 5-year terms and right of first refusal to purchase; gave AG authority to negotiate and make minor modifications to lease. Planned layout: 2d Floor, Auditor training & mail; 3d Floor, Treasurer; 4th Floor, Treasurer; 6th Floor, Secretary of State; 7th Floor Secretary of State; 8th Floor, Auditor; 9th Floor, Auditor. Building would need remodel, but does have State communication infrastructure in place. Secretary of State and Auditor prefer this location.
- ⁵⁵ Temporary space for Legislature and LSO. Leases approximately 54,521 square feet of space at \$16.00 per square foot. Annual rent is \$872,336. Lease term is 3 years, with options to extend. Lessor to perform Tenant Improvements. State to repay Tenant Improvements up to \$750,000.
- ⁵⁶ Budget for temporary leased space changed from \$2 million to \$8.1 million because, at one point, there had been discussion to use modular units to house the legislative chambers, but most of that cost would not be recovered and it was estimated to cost \$8.7 million to adopt that strategy. Over time, the strategy evolved to renovate the Herschler Building one floor and one wing at a time and to move all of the Capitol occupants to the Herschler Building. However, as things progressed, the project team realized that this strategy would not work, because people would be surrounded by construction. Project sheet explains why administrative costs went up 20 percent, which included the need for additional utility work and more extensive abatement.
- ⁵⁷ Temporary space – Legislature. Approved lease draft but allowing the Attorney General’s Office discretion to make minor modifications to the lease based on the Oversight Group’s discussions.
- ⁵⁸ Co-chairman Ross 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. This puts the project at an additional \$27.7 million.
- ⁵⁹ Need to vacate 100 percent of the Capitol and about 50 percent of the Herschler Building. Design team evaluated the Jonah Financial Center and the old Liquor Commission Warehouse for relocation of the Legislature after examining several other properties in Cheyenne. The Jonah Financial Center was deemed the most viable option and was recommended by the Select Committee on Legislative Facilities for the Legislature’s temporary quarters. A number of issues including safety concerns, parking limitations and higher costs to remodel the Liquor Warehouse led the Select Committee to recommend relocation to the Jonah Building. Estimated cost to outfit the Warehouse to meet the Legislature’s needs is between \$4.5 and \$7 million, with only 20 percent of that amount being reusable after the project is completed. Leasing the Jonah building would cost \$3.25 million for 3 years. Also considering Old Town & Country Liquor Store building for Dept of Workforce Services; Arundel Technology building (Campstool Rd) for Dept of Audit; CenturyLink building for DEQ.
- ⁶⁰ Lease negotiations for Legislature’s relocation to the Jonah Financial Building.
- ⁶¹ AICM and HDR considered Weights & Measures Building, old Liquor Warehouse; State Library, which has limited space; old Safeway building, which is slated for demolition; Capitol Hill building, which is currently undergoing remodel. State recently purchased Idelman Mansion across street from Capitol. Kendrick House could be temporary space for Governor during renovation. Other considerations were Rogers, Barrett and Emerson buildings. Leased space at 2020 Carey is another consideration. Space is also available in Jonah Financial Center, which is secure, Class A office space, and is available now. Nearby church willing to lease additional parking space. Little America and LCCC are not viable options because they cannot meet the needs of LSO.
- ⁶² Decided to provide temporary space through the Herschler Building, then other state owned buildings, and then in private space temporarily, if deemed necessary and approved by the Governor.
- ⁶³ To be used as option for temporary space during construction; has space required for Governor and Policy Group.
- ⁶⁴ Offer price to be \$120,000 or fair market value, whichever is lower.
- ⁶⁵ 2523 O’Neil closed for \$135,000; 2517 O’Neil closed for \$103,000. Current tenants pay rent to the State General Fund.
- ⁶⁶ Potential building site or parking lot.
- ⁶⁷ Amended 2014 Wyo. Sess. Laws, Ch. 40, §4(a). Effectively adds additional \$31,000,000 to prior appropriation of \$259,000,000. Of the total appropriation, \$156,000 to be used to purchase artwork related to the life of Chief Washakie for purposes of display in the capitol complex.
- ⁶⁸ Requires Highway Patrol to provide security in Capitol and Herschler for legislature, governor, and elected officials. Provides for security requirements during construction in temporary buildings. \$200,000 appropriated from Capitol Building Rehabilitation & Restoration Account.
- ⁶⁹ The project team had moved away from the idea of using temporary modular structures or “pods” on the Pioneer site, in favor of a less costly option to lease property or modify state-owned property that could be retained for future use. Also considered other options for temporary leased space.

⁷⁰ Analysis of existing trees by species and condition; each tree is tagged and entered into database. Placed in searchable spreadsheet to track trees for health and maintenance into the future.

⁷¹ Assess need for security at Capitol Square. Coordinated directly with Wyoming Highway Patrol

⁷² Provides for the rehabilitation and restoration of the capitol building and the remodeling and construction of other state properties, continues the task force, specifies process and duties relating to specified capital construction projects, makes appropriations, and authorizes positions. The project has the following components: (i) Capitol building restoration and rehabilitation; (ii) Herschler state office building renovation, rehabilitation and additional construction including a structure connecting the Herschler building and the capitol building and addition to the Herschler building; (iii) Temporary space accommodations within the Herschler building and in other state owned buildings, or in other leased buildings if determined by the governor necessary or advisable for the project, for current occupants of the Herschler building and capitol building; (iv) Restoration, rehabilitation and renovation of the Herschler building after temporary space accommodations are no longer needed; (v) Furniture, fixtures and equipment for the project; (vi) Contingency costs, costs of fees and other costs associated with the project. The design is to allocate space in the Capitol for legislative needs, needs of the Governor's office, and security needs, as determined by the Oversight Group and the Governor. W.S. 9-5-112(b). The Herschler building shall accommodate offices for elected officials if insufficient space in Capitol. W.S. § 9-5-112(c). W.S. § 9-5-109 was amended to create a capitol building rehabilitation and restoration account, and to create the Advisory Task Force. Appropriations: \$259,000,000.00 from the capitol building rehabilitation and restoration account to the Dept of A&I; \$37,500,000 from the general fund to the capitol building rehabilitation and restoration account. SEA 43 repealed 2013 Wyoming Session Laws, Chapter 73, Section 339, which had created the joint legislative and executive task force on capitol building rehabilitation and restoration. It also repealed 2012 Wyoming Session Laws, Chapter 26, Section 3, section 006, "A&I State Office Bldg 4,400,000 S0" and footnote 2, which had appropriated \$4.4million for a State Office Building project.

⁷³ Creates decision-making group; makes task force an advisory body.

⁷⁴ Leveraging the asset of the Herschler Building is the most prudent way to proceed to address the overflow needs from the Capitol, rather than further exploring options to build other buildings in the vicinity of the Capitol. The adjacencies between the two buildings allow the best opportunity to fulfill the needs. Footings are already in place to create an addition to the Herschler Building and the building is in need of remodeling.

⁷⁵ To be done by members of HDR Architecture, Inc. public relations staff with funds from the Level I and Level II studies.

⁷⁶ Funding for the Level III design and construction, from the Capitol Building Rehabilitation and Restoration account, for the amount recommended by the Joint Legislative and Executive Task Force on Capitol Building rehabilitation and restoration to approve work authorization for an amount not to exceed \$4.5 million dollars for purposes specifically related to Capitol repair and as described by Wyoming Statute 9-5-108 for activities or functions relevant and appropriate to continue the Capitol project. Funds are anticipated to be spent in the following manner: the schematic design portion will include going ahead with architectural, mechanical, structural, plumbing, engineering and code analysis. There will be additional services that will help AICM conduct the project such as security consultants, technology consultants, construction advisers, third party reviews, and commissioning agents. The supplemental schematic design would be for space that cannot be accommodated in the Capitol, and renovation of the underground connector to fit committee rooms and other offices. It will also include designing the temporary office accommodations.

⁷⁷ Capitol renovation currently estimated at \$113 million, with a total project cost of \$197 million.

⁷⁸ Task Force chose to vacate building during renovation rather than proceeding in stages that would compromise work and make project more expensive. Elevators must be relocated because they reduce the effective width of the corridors, causing "pinching" points in the event of emergency. Larger corridors are needed for ADA compliance and larger elevators are needed to accommodate a gurney. Removing elevators from corridors will improve the egress conflict. Design team recommended fixing problems with the building rather than short-term, localized repairs, such as the stone treatment on the exterior of the building which has already failed. Restrooms are not adequate and are not ADA compliant, railings in the Rotunda are not proper height, and there is no smoke detection or sprinkler system. HVAC, smoke detection, full fire alarm system, full coverage fire suppression system, smoke evacuation system and moisture control will all be addressed. Task Force also recommended revising statutes to remove requirements for which offices must reside in the Capitol. Task Force also received options for renovation of connector, Herschler building, and addition to Herschler building.

⁷⁹ Update on building codes, ADA compliance and space utilization. Cost estimates to be provided at special meeting scheduled for November 7, 2013. Less office space will be available once building is brought to code. Project is currently in Level I and Level II pre-design. The Task Force is looking at occupancy and efficiencies for personnel that will be displaced from the building. Current plan to hold off on St. Mary's parking lot pending decision to use as transition space during Capitol renovation.

⁸⁰ Separate modular for each entity in Capitol would be placed on Safeway site, cost would be \$3.9 million. Additional \$1 million for House and Senate chambers modulares, plus \$350,000 for demolition of the Safeway building. Another option would be to renovate Safeway for use as chambers at a cost of \$3.5 million, plus the \$3.9 million for modulares. Task Force also requested A&I begin "audit" of all space available in existing buildings and potential leased space, and discuss logistics with Little America for potentially hosting legislative sessions.

⁸¹ Total space in Capitol Building is approximately 60,000 square feet; net usable is approximately 50,000 square feet. Total space needs for Legislature and elected officials is approximately 92,000 square feet. Task Force was presented with five options based on prioritization developed at previous meeting, and considered discussions of ceremonial offices. Task Force also considered test fit options for temporary relocation during renovation, including modulares on the Safeway site, remodeling the Safeway building, modulares on the St. Mary's site, and a temporary structure on the top of the parking structure.

⁸² Proposal One provided session functions in the rooms around the Chambers on the second floor, and chairman offices around the Chamber on the third floor, JAC on the second floor, additional committee rooms on the second and third floors. On the first floor, additional space for Capitol police and information desk, Governor's office and policy staff, Attorney General's office in east wing, and LSO offices in west

wing. Proposal Two provided ceremonial offices in the west wing instead of LSO, leaving little space for LSO. Additional space for LSO offices and Governor's staff in the basement. HDR also provided a proposal to expand and "heal" the Herschler building and connector. The Herschler addition would add 10,000 square feet.

⁸³ Legislation to contain the following components: 1. An appropriation of funds for renovation of the capitol building using school facilities commission provisions as a model; 2. An allocation of space for the Legislature and Governor, and the other statewide elected officials using a hierarchy following the budget provisions for those officials; 3. An appropriation for the construction of an executive office building for the remaining statewide elected officials' office needs; 4. An appropriation for a state office building; 5. Provisions for movement of offices and timing for movements, including a location for accommodating Legislative and other needs while out of the capitol.

⁸⁴ To cover unanticipated mechanical and windows.

⁸⁵ Task force to: (i) Develop rehabilitation and restoration priorities for the state capitol building; (ii) Contract for the performance of any function appropriate to carry out its duties, including the employment of consultants and other professionals; (iii) Periodically report its findings and recommendations to the state building commission, the legislative management council and the joint appropriations interim committee; (iv) Recommend to the management council statutory changes that may be required to implement project recommendations.

⁸⁶ For non-destructive testing and investigation on the Capitol, to give AICM better insight on the project and ultimately save money in change orders.

⁸⁷ The Capitol Building underwent partial renovation in the 1970s addressing infrastructure issues, but current deficiencies exist concerning electrical, mechanical, plumbing and code issues. The building does not have a fire suppression system nor fire alarms, and is not completely ADA accessible. The Legislature has set money aside with two appropriations of \$20 million each, and has recaptured money from other projects that have been under budget. The account is currently at \$80 million.

⁸⁸ Funding will be available July 1, 2012. Several members indicated they are not in support of new state office building at this time. Discussed background of St. Mary's site and need for improvements to parking lot to meet City code.

⁸⁹ Space needs for the Executive Branch functions in the Capitol are projected to increase 17.8% over the next eighteen years from the existing total of 26,300 square feet to nearly 31,000 square feet. This report also updates space requirements for the Legislative Branch based on six generic/shared hearing rooms by the House and Senate, and the original space projections for the Legislative Service Office (LSO) and Legislative Support Spaces results in nearly 78,000 square feet, about 38,000 additional square feet (96% increase) over the existing total of 39,757. By far (58%) of this increase for Legislative space needs is related to improved hearing rooms, public support spaces, and spaces for the public media functions. The combined 2025 space needs for both branches is 108,560 square feet, nearly 42,500 additional square feet greater than the existing total of 66,112.

⁹⁰ Transferred \$7 million from the capitol building restoration account and \$20 million from the capitol complex construction account, both created by 2006 Wyo.Sess.Laws, Ch. 35, § 300(g) (as amended by 2007 Wyo.Sess.Laws, Ch. 136, § 4).

⁹¹ Transferred \$20,000,000 of balance remaining in budget reserve account to Capitol Complex Construction Account. Funds in account shall only be expended upon appropriation by the legislature for the purposes of construction, remodeling and demolition of state buildings and purchases of property adjacent to or nearby the capitol building.

⁹² Transferred \$7,000,000 of balance remaining in budget reserve account to Capitol Building Restoration Account. Funds in account shall only be expended upon appropriation by the legislature for the purposes of construction, remodeling and demolition of state buildings and purchases of property adjacent to or nearby the capitol building.

⁹³ Created joint legislative and executive task force on Capitol Building Rehabilitation and Restoration (reorganized from Task Force on Capitol Facilities created in 2004).

⁹⁴ Approximately 40,000 square feet currently assigned to Legislative functions. The 2025 total space need of the Legislature ranges from 74,000 to approximately 84,000 square feet.

⁹⁵ Task Force reviewed existing studies of the Capitol Complex, considered allocation of space in the Capitol basement, and discussed options for building an executive office building in the Capitol Complex. The Task Force discussed long-term options for all of the five statewide elected officials to maintain a formal or ceremonial office within the Capitol and considered the potential need for an executive office building. The Task Force agreed that all options for use of space within the Capitol Complex should be examined by A&I Construction Management, including the possibility of constructing an executive office building within the Capitol Complex, expanding the Capitol's wings, or adding an addition on the North end of the Capitol. The Task Force requested that A&I examine the amount of square footage the State is currently leasing in Cheyenne and potential costs to acquire state-owned facilities to accommodate the employees in leased facilities. The Task Force noted that the Legislature's biggest long-term space requirement is to create larger hearing rooms to accommodate the public during legislative committee meetings and asked A&I to research the structural possibilities of removing walls between existing legislative committee rooms to create larger hearing rooms. The legislative members also identified a short-term need to remodel the Joint Appropriations Committee room to accommodate an additional House Appropriations Committee member and to better utilize the existing space within the room. The Task Force received information about long-term space requirements in the Capitol Complex. The State pays \$14 million in leasing costs annually, with \$8 million of that amount in Cheyenne. The State Building Commission is currently investigating options for acquisition of land for potential building sites. The Task Force received information on the background of potential options for building construction in the Capitol Complex or expansion of the Capitol and the Herschler Building. The Task Force received information regarding problems identified in the Capitol's heating, ventilation, and air-conditioning system (HVAC). The 2003 Legislative Session appropriated \$7.4 million (2003 Session Laws, Section 332) to address the HVAC issues, based on a 2002 consultant report recommending replacement of the system. The project had not proceeded at that point pending decisions about how to coordinate this undertaking with other renovation needs in the Capitol.

The Task Force made the following recommendations: 1) develop a comprehensive master plan to identify and address the long-term facilities needs within the Capitol Complex; 2) that planning be done by the State Building Commission and Select Committee on Legislative Facilities; 3) develop a comprehensive plan, including review of existing studies, identify long-term facility needs, examine current leases and compare to construction cost estimates, evaluate renovation and expansion options, and forward recommendations to the Legislature; 4) that the Legislature create a building fund; and 5) that the Select Committee on Legislative Facilities analyze the operations of the legislative branch and determine the long-term facility needs for the legislature, specifically including options for enlarging space for committee hearings.