AMENDMENT THREE TO CONTRACT BETWEEN
STATE OF WYOMING,
ADMINISTRATION AND INFORMATION,
CONSTRUCTION MANAGEMENT
AND
HDR ARCHITECTURE, INC.

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming Department of Administration and Information, Construction Management [Owner], whose address is 700 West 21st Street, Cheyenne, WY 82002; and HDR Architecture, Inc. [Architect], whose address for the purposes of this Amendment is: 1670 Broadway, Suite 3400, Denver, CO 80202-4824.

2. **Purpose of Amendment.** This Amendment shall constitute the third Amendment to the Contract between the Owner and the Architect which was duly executed and which became effective on March 19, 2013. The purpose of this Amendment is to increase the contract amount by three million two hundred fifteen thousand nine hundred dollars ($3,215,900.00) for the addition of Level III Services and Public Information Planning to the scope of services as per Attachment C, Amendment Request – Level III Services and Public Information Planning which is attached and made part of this Amendment.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through December 31, 2014, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

A. The first sentence of **Article VI, A** is hereby amended to read as follows:

"Architect shall provide architectural design and engineering professional services for the Owner as specifically described in this Contract, as amended, and Attachment A (PS 0642 Proposal for Level I/II Design Studies), Attachment B (Amendment Request – Expanded Scope (Herschler)) and Attachment C (Amendment Request – Level III Services and Public Information Planning.)"

B. The second sentence of **ARTICLE IX, B** is hereby amended to read as follows:

"For the Architect's services, compensation in accordance with Attachment A, Attachment B and Attachment C shall not exceed the amount of four million five hundred thirty six thousand one hundred fifty dollars ($4,536,150.00) for services rendered in accordance with this Contract."

5. **Additional Responsibilities of Owner.** The Owner shall have no additional responsibilities as a result of this Amendment.

6. **<u>Additional Responsibilities of Architect</u>.** The Architect shall provide additional services as per Attachment C, Amendment Request – Level III Services and Public Information Planning.

7. **<u>Special Provisions</u>.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Owner and the Architect, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **<u>General Provisions</u>.**

A. **Entirety of Contract.** The original Contract, consisting of forty-three (43) pages, together with Attachment A, consisting of twenty six (26) pages, Amendment One, consisting of three (3) pages, together with Attachment B, Amendment Request – Expanded Scope (Herschler) dated October 1, 2013 and consisting of six (6) pages, Amendment Two, consisting of three (3) pages, and this Amendment Three, together with Attachment C, Amendment Request – Level III Services and Public Information Planning, consisting of eight (8) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment 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 Amendment is the date of the signature last affixed to this page.

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Marion Yoder #108933 — Jan. 15, 2014

Marion Yoder, Senior Assistant Attorney General — Date

ARCHITECT

Jan 17, 2014

Jason H. Uyeda, Vice President/Managing Principal
HDR Architecture, Inc. — Date

Jan 17. 2014

Thomas P. Whetstone, Senior Project Principal
HDR Architecture, Inc. — Date

STATE OF WYOMING A&I

Jan 17, 2014

Mel Muldrow, Construction Management Division
Administrator (or designated) — Date

1-17-14

Dean Fausset, A&I Director (or designated) — Date

December 30, 2013

Suzanne Norton, AIA
State of Wyoming Office of Construction Management
Department of Administration & Information
700 W 21st Street
Cheyenne WY 82002

Reference: **Amendment Request – Level III Services & Public Information Planning**

PROFESSIONAL SERVICES PS0642
State Capitol Restoration and Renovation

HDR Architecture, Inc. in association with Preservation Design Partnership, and Plan One / Architects

Dear Suzanne,

This letter serves as a Request for Amendment to the State Capitol Restoration and Renovation project. This proposal is to provide Level III Services and Public Information Planning as described below.

I. Level III Services

Provide professional services for Level III Services for the Capitol and Herschler Building in Cheyenne, Wyoming. The Work shall be based on Level I/II services as directed by the Joint Legislative and Executive Task Force, the State Building Commission, and A&I Construction Management and include

This amendment shall authorize Level III Services work beginning January 2, 2014, and concluding March 30, 2014.

- Capitol Restoration and Renovation (inclusive of Building and Grounds)

  - Discovery
    Prepare requests for services, evaluate proposals, and provide contract administration for detailed documentation and exploration of the Capitol and Grounds. This work shall be in support of Level III design and construction activities and shall inform the work. All work shall be coordinated to minimize disruption of business activities in the Capitol.

    Paint Exposure and Analysis – provide preliminary exposures to define the work and provide all analysis. Scaffolding and full exposure work is excluded.
    This work is expected to expose historic finishes for about one quarter of the rotunda (from first floor to the lay light) and selected spaces prior to and during the Legislative Session. Exposures within the Legislative Chambers are expected to commence after the 2014 Legislative Session.

    Destructive Probes and Exposures – provide direction for work by others to expose construction of the building inclusive of interior wall exploration and foundation system exposures.

    Geotechnical Engineering Services – provide direction for work by others to provide additional geotechnical explorations and engineering consulting.

Topographic and Utility Surveying – provide direction and execute surveying of grounds and utilities.

Hazardous Materials – provide support to the State to identify, understand, and plan for the removal or management of hazardous materials present at the Capitol and Grounds.

- Confirmation of Conceptual Design
  Review restoration and renovation design directions developed during Level I/II services and confirm or adjust as needed. Develop the conceptual designs. This work shall be the basis for Schematic Design documentation.

- Space Assignment and Development
  Develop space planning within the Capitol including locating programmed rooms and establishing systems requirements for each space.

- Meetings:
  As required with A&I and the Joint Legislative and Executive Task Force.

  Initial planning meetings with stakeholders, including the City of Cheyenne, and State Facilities & Grounds personnel.

  Planning meetings with agency leadership, in support of space planning activities.

- Deliverables:
  Conceptual drawings, design and systems narratives, and construction cost estimate sufficient to convey the scope of work.

- Key Assumptions:
  Meetings shall be planning in conjunction with other project activities for reasonably efficient travel by the HDR / PDP / Plan One team.

➢ <u>Herschler Tenant Improvement (inclusive of Building Net Assignable Square Feet).</u>

- Move Planning
  Develop move planning within the Herschler Building to support the orchestration of office and agency moves. These moves shall be limited to the temporary and permanent office and agency moves requires supporting the Capitol and Herschler projects. .

- Space Assignment and Development
  Develop space planning within the Herschler Building including locating programmed rooms and establishing systems requirements for each space. Space assignments may be temporary or permanent in coordination with the Move Planning.

- Development of Design Palette
  Develop design palette for office and agency interiors appropriate to the office and agency. The palette shall be basis for a consistent and complete design approach within the Herschler Building and Addition. This palette is expected to be consistent with the contemporary nature of the Herschler Building, as well as complimentary to the historic nature of the Capitol.

- Meetings:
  As required with A&I and the Joint Legislative and Executive Task Force.

  Initial planning meetings with stakeholders, including the City of Cheyenne, and State Facilities personnel.

  Planning meetings with agency leadership, in support of space planning activities.

- Deliverables:
  Conceptual drawings, design and systems narratives, and construction cost estimate sufficient to convey the scope of work.

- Key Assumptions:
  Meetings shall be planning in conjunction with other project activities for reasonably efficient travel by the HDR / PDP / Plan One team.

➢ <u>Herschler Building (inclusive of Building, Addition, Connector, Central Utility Plant, Parking, and Grounds).</u>

- Discovery
  Prepare requests for services, evaluate proposals, and provide contract administration for detailed documentation and exploration of the Herschler Building and Grounds. This work shall be in support of Level III design and construction activities and shall inform the work. All work shall be coordinated to minimize disruption of business activities in the Herschler Building.

  Destructive Probes and Exposures – provide direction for work by others to expose construction of the building inclusive of exterior wall exploration.

  Geotechnical Engineering Services – provide direction for work by others to provide additional geotechnical explorations and engineering consulting.

  Topographic and Utility Surveying – provide direction and execute surveying of grounds and utilities.

  Hazardous Materials – provide support to the State to identify, understand, and plan for the removal or management of hazardous materials present at the Capitol and Grounds.

- Confirmation of Conceptual Design
  Review design directions developed during Level I/II services and confirm or adjust as needed. Develop the conceptual designs. This work shall be the basis for Schematic Design documentation.

- Space Assignment and Development
  Develop space planning within the Herschler Building, including locating programmed rooms (temporary and permanent assignments) and establishing systems requirements for each space.

- Meetings:
  As required with A&I and the Joint Legislative and Executive Task Force.

  Initial planning meetings with stakeholders, including the City of Cheyenne, and State Facilities & Grounds personnel.

  Planning meetings with agency leadership, in support of space planning activities.

- Deliverables:
  Conceptual drawings, design and systems narratives, and construction cost estimate sufficient to convey the scope of work.

- Key Assumptions:
  Meetings shall be planning in conjunction with other project activities for reasonably efficient travel by the HDR / PDP / Plan One team.

➢ <u>Pioneer Site (inclusive of Safeway Building, Residences Owned by the State, Street, and Grounds).</u>

- Discovery
  Prepare requests for services, evaluate proposals, and provide contract administration for detailed documentation and exploration of the Pioneer Site. This work shall be in support of Level III design and construction activities and shall inform the work. All work shall be coordinated to minimize disruption of the neighbors.

  Geotechnical Engineering Services – provide direction for work by others to provide additional geotechnical explorations and engineering consulting. This work is expected to be minimal and supplemental to work completed for the Level I/II State Office Building Study.

  Topographic and Utility Surveying – provide direction and execute surveying of grounds and utilities. This work is expected to be minimal and supplemental to work completed for the Level I/II State Office Building Study.

  Hazardous Materials – provide support to the State to identify, understand, and plan for the removal or management of hazardous materials present at the Capitol and Grounds.

- Develop Conceptual Design
  Review design directions developed during Level I/II services and confirm or adjust as needed. Develop conceptual designs fro the removal of structures and plantings and construction of surface parking, storm-water detention, and landscaping. This work shall be the basis for Schematic Design documentation.

- Site Development
  Develop site planning in support of the Herschler Building Addition (added parking requirements).

- Meetings:
  As required with A&I and the Joint Legislative and Executive Task Force.

  Initial planning meetings with stakeholders, including the City of Cheyenne, and State Facilities & Grounds personnel.

- Deliverables:
  Conceptual drawings, design and systems narratives, and construction cost estimate sufficient to convey the scope of work.

- Key Assumptions:
  Meetings shall be planning in conjunction with other project activities for reasonably efficient travel by the HDR / PDP / Plan One team.

  The Safeway Building will not be utilized for temporary use in conjunction witht eh above work.

  The State will manage and execute the removal of property from the site at the appropriate time.

➢ Construction Manager Selection
Provide consulting support to the State in developing qualifications, scope of work, selection criteria, and contracting documents for Construction Manager for the work described above. Participate in the Selection Process and work collaboratively with the selected Construction Manager.

- Meetings:
  As required with A&I, the Joint Legislative and Executive Task Force, and the selection process.

- Deliverables:
  All final documents are expected to be by the State.

- Key Assumptions:
  Meetings shall be planning in conjunction with other project activities for reasonably efficient travel by the HDR / PDP / Plan One team.

  The final selection and working relationships established with this selection shall be agreeable the State and the HDR / PDP / Plan One team.

  The Construction Manager shall be experienced the project of this quality, complexity, and historic value.

  Communications, verbal and written, with Construction Manager entities prior to the State's selection shall be exclusively through the State, except at the specific request of the State.

II. Public Information Planning

Provide professional services for Public Information Planning for the Capitol and Herschler Building projects in Cheyenne, Wyoming. The Work shall be based on Level I/II services as directed by the Joint Legislative and Executive Task Force, and A&I Construction Management shall include

- Communication Plan
  The communication plan will provide the framework for all communications efforts leading up to February 10, 2014. It is intended to be a living document that can support the communications needs of the Capitol Renovation & Restoration Project now through construction. Early elements of this plan include: target audience definition, message development, outreach methods, schedule and comment management.

  - Material Collection and Review
    HDR will perform a high-level review of news coverage to-date as well as documents detailing the project need, planning process, financing plan, and other pertinent information that will inform message development.

  - Target Audience Definition
    This communication plan will focus on four main target audiences: state employees, the state building commission, the legislature, and the public which will include clubs, civic groups, publications, and institutions with far reaching memberships.

  - Message Development
    This task will result in a project description, statement of need, project philosophy, and general talking points. Specific content documents will be developed for: Online Meeting; Press Kit; and Email Announcement.

  - Schedule
    HDR will develop a schedule that includes the sequencing of major activities, as well as necessary production and planning tasks.

  - Comment Management Protocol
    A standard comment management protocol will be developed for streamlined response and on-going tracking of public engagement and sentiment.

  - Meetings:
    Kick Off Meeting
    Three (3) phone strategy sessions with key members of the Committee

  - Deliverables:
    Draft and Final Communications Plan delivered electronically.

  - Key Assumptions:
    The Committee will provide pertinent background material within 3 working days of Notice to Proceed.

    No printing costs are assumed in this task.

    One round of edits on the Draft plan is included.

    The Committee will be responsible for all correspondence with the media including distribution of material as well as any publishing fees.

- Online Meeting
  HDR will develop an online meeting tool designed to convey project information to the public. Content and layout will be provided to the Committee in advance for review prior to publishing on a secure staging site for further review and functionality testing.

  - Meetings:
    One (1) Video Session to film spokespeople for each of the segments.

  - Deliverables:
    Online meeting

  - Key Assumptions:
    The Committee will provide branding requirements

    The Committee will provide access to URLs that have already been purchased for Project use.

Assumptions:
This proposal is based on available information provided by the State on which HDR is entitled to rely on for completeness, timeliness and accuracy.

HDR intends to engage the following consultants in the execution of this work (key leadership and named positions shall remain unchanged from the Level I/II services):

Preservation Design Partnership– Capitol Architecture & Historic Preservation
Plan One / Architects – Architecture

Robert Silman Associates – Structural Engineering
Joseph R. Loring & Associates – Mechanical / Electrical Engineering
Gary Steffy Lighting Design – Architectural Lighting
AON Fire Protection Engineering – Code Consulting & Fire Protection Engineering

Rimrock – Information Technology & Data
Ducibella Venter Santore – Security
Heritage Landscapes – Landscape Architecture
BenchMark Engineering – Civil Engineering & Surveying

International Cost Consulting – Cost Estimating
TBD – Audio, Visual, & Acoustics [K2 or Waveguide]
Scofield – Hardware Consultant
Roofscapes – Green Roof

Welsh – Historic Finish Analysis and Consulting
TBD – Interior Design [HDR or Nelson]
TBD – Signage [HDR or Merje]
TBD – Furnishings [HDR]

TBD – Restoration, Retrofit, & Refurbish
TBD – Curator
TBD – Stained Glass Protection & Restoration

This proposal excludes conceptual plan development of State owned or leased spaces outside of the Capitol and the Herschler building.

Whereas the project team will endeavor to accommodate existing infrastructure connections to neighboring buildings via the tunnel system, this proposal excludes infrastructure planning for these buildings (i.e. Barrett, Supreme Court, & Hathaway).

Compensation:
We request that our Agreement be amended to increase the total lump-sum "Fixed Fee" compensation in the amount of $3, 015,900 (three million, nineteen thousand, and nine hundred dollars). This amount includes labor and expenses.

This amount is the sum of the following:

Level III Services – Capitol	$1,270,000
Level III Services – Herschler Tenant Improvement	$750,000
Level III Services – Herschler Building	$860,000
Level III Services – Pioneer Site	$280,000
Construction Manager Selection	$40,000
Public Information Planning	$15,900
Total Amendment Request	$3,215,900

With acceptance of this request, we summarize our amended total compensation for or Agreement as follows:

Agreement	$1,042,000
Amendment – Expanded Scope (Herschler)	$265,000
Amendment – Approved Expenses	$13,250
Amendment – Level III Services & Public Information	$3,215,900
Total Agreement Amount with Amendments	$4,536,150

Should you have any questions or would like to discuss any part of this request, please do not hesitate to contact me at 720/253-4635 or via e-mail at thomas.whetstone@hdrinc.com. Once again, thank you for the opportunity for our HDR / PDP / Plan One Team to participate with this important Project.

Sincerely,
HDR Architecture, Inc.

Thomas P. Whetstone
Senior Project Principal

cc: Jason Uyeda, Managing Principal, Vice President, HDR Architecture, Inc.