

AGREEMENT

BETWEEN LARAMIE COUNTY, WYOMING, AND FCI CONSTRUCTORS OF WYOMING, LLC FOR THE PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES FOR LARAMIE COUNTY DETENTION CENTER HVAC RETRO-COMMISSIONING MODIFICATIONS

This Agreement ("Agreement") is made by and between Laramie County, (hereinafter collectively referred to as "Owner"), and FCI Constructors of Wyoming, LLC. (hereinafter referred to as "CMAR") as follows:

INTRODUCTORY PROVISIONS

WITNESSETH, that the Owner and CMAR, for the consideration hereinafter stated and in exchange for the mutual covenants set forth herein, hereby agree as follows:

GENERAL TERMS:

- A. The "Owner" The "Owner" referred to in this Agreement is Laramie County.
- B. The "CMAR" The "CMAR" referred to in this Agreement is FCI Constructors of Wyoming, LLC.
- C. The "Project Architect" The "Project Architect" referred to in this Agreement is MKK Consulting Engineers, Inc.

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

SECTION 2. SCOPE OF THE PROJECT: The CMAR shall furnish services in connection with the project described generally as Laramie County Detention Center HVAC RCx Modifications, the final scope of the project(s) and budget therefore to be determined by the Owner, Project Architect and CMAR. The scope of the Project is more particularly described as follows:

Pre-construction services and Construction Management at Risk services for Laramie County as more particularly described in the Contract Documents, (hereinafter collectively referred to as the "Projects" and individually as "individual Project" or "Project"). The total estimated construction budget for all of the Project(s) is:

Construction Budget

Description	Budget
Preconstruction Fixed Fee	\$10,000.00
General Conditions Cost (9 months)	\$212,562.00
Construction Management Fee	4.0%
Cost of the Project Work	\$4,041,825.00
Guaranteed Maximum Price (GMP)	TBD

SECTION 3. CONTRACT DOCUMENTS: The Owner and the CMAR agree that the Contract Documents for the Project shall consist of this Agreement, "Exhibit A" and the following documents incorporated into and made a part of this Agreement, and are as fully incorporated into the Agreement as if attached to this Agreement or repeated herein, to-wit:

"Exhibit A"

- (a) The CMAR Fee Proposal Form, "Exhibit B."
- (b) Owner's Request For Qualifications Construction Manager at Risk Services Statement of Qualifications, "Exhibit C"
- (c) Insurance Requirements, "Exhibit D" and CMAR Certificate of Insurance.
- (d) CMAR Guaranteed Maximum Price (GMP) Submission and project duration Schedule Agreement, (to be added by addendum to this Agreement upon acceptance and written approval by both the CMAR and Owner).
- (e) GMP Guarantee Bond Agreement to be attached hereto as an Amendment at the time of the agreement on the GMP.
- (f) CMAR Final Price Statement (to be added by addendum to this Agreement upon written acceptance and approval by both the CMAR and Owner).
- (g) Any amendments or modifications of this Agreement made after execution of this Agreement.
- (h) The Project Drawings and Specifications.

This Agreement and the written Contract Documents represent 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, heirs and assigns. The effective date of the Agreement is the date on which the Agreement is signed by the last party.

NOW THEREFORE, 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 in good faith to promote harmony and cooperation among the Owner, 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 or Construction Change Directive 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.

"Exhibit A"

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 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. 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 contracts for all subcontractors shall be prepared by the CMAR, subject to 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 Contract Documents. 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 and as identified in the Contract Documents.

1.4.2 THE WORK AND DIVISIONS OF THE WORK: For purposes of this Agreement, "the Work" shall mean the Subcontracts or Multiple Subcontracts 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 all applicable Codes as provided by the Architect.

1.4.3 COST OF THE PROJECT WORK: For purposes of this Agreement, "Cost of the Project Work" shall mean the total cost of all Subcontracts and Suppliers and self-performed work by the CMAR for the construction of the Project and site improvements described in the Contract Documents. "Cost of the Project Work" shall also include the cost of insurance, financing or surety contracts purchased or controlled by the Owner and any other contracts or agreements that are part of or described by the Contract Documents. "Cost of the Project Work" does not include Architect/Engineering and other professional fees and expenses borne by the Owner.

1.4.4 PRECONSTRUCTION FIXED FEE: For purposes of this Agreement, "Preconstruction Fixed Fee" shall mean the compensation for services rendered owed to the CMAR that is to be paid for services prior to construction work including cost estimating, bidding, schedule preparation and other services pursuant to the provisions of the Contract Documents. See Exhibit B marked "Fees, Rates, Estimated Costs Proposal".

1.4.5 CONSTRUCTION MANAGEMENT FEE: For purposes of this Agreement, "Construction Management Fee" shall mean those expenses outlined in the Contract Documents. See Exhibit B marked "Fee Breakdown".

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 Construction Documents.

1.4.7 CONSTRUCTION CONTINGENCY: For purposes of this agreement, the term "Construction Contingency" as referred to and identified in the budget, or cost estimates for the Project shall be included in the GMP and shall mean a dollar amount not designated for any division of the Work which is available to be applied to the budget for a specified division or divisions of the Work to pay the cost of changes in the Work; provided that all funds identified as contingency funds are available for the project on an as needed basis and shall at all times be the sole property of the Owner. The Construction Contingency is not allocated to any particular item of the Total Cost of the Project and is established for the Owner's use as may be required for costs incurred in the Work for risk management, or details which could not have been anticipated by the CMAR at the time of the Owner's approval of the GMP and Final Price ("FP"), as defined in Section 1.4.8.3. The CMAR, only upon written approval by Owner, may utilize the Construction Contingency for any of the above items within the Cost of the Project, without

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constituting a change in the Scope of the Work and without resulting in any change in the GMP. Any risks, unforeseeable causes or unanticipated details which exceed the Construction Contingency shall be borne by the CMAR at the CMAR's sole risk. All savings in the Construction Contingency will accrue and be available for use, only as detailed above, 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, General Conditions Costs and the CMAR's Compensation for Basic Services for the Project as set forth in the Contract Documents. For purposes of this Agreement, a GMP shall be provided in two stages, the Guaranteed Maximum Price (GMP) and the Final Price (FP); those terms are defined as follows:

1.4.8.1 COST ESTIMATE: The Cost Estimate shall include the total of the sum of the Cost of the Project, General Conditions Costs and the CMAR's Compensation for Basic Services for the Project as outlined in the Contract Documents. The Cost Estimate shall be provided by the CMAR to the Owner upon the completion by the Project Architect of the following levels of design for the Project:

- (a) 50% - Design Development phase with up to a 10% construction contingency;
- (b) 75% - Construction documents phase to include completion of infrastructure construction documents, including landscaping, footings and foundations, structural, masonry, metals, and mechanical/electrical divisions with up to a 7.5% construction contingency; and,
- (c) 95% - Construction documents phase to include all divisions of the Work with up to a 5% contingency.

1.4.8.2 GMP: The GMP shall include the total of the sum of the Cost of the Project, General Conditions Costs and the CMAR's Compensation for Basic Services for the Project as set forth in the Contract Documents. The CMAR shall submit the GMP proposal for the Project within thirty (30) days of CMAR's receipt of a request for a GMP from the Owner. The GMP shall be provided to the owner with the Cost Estimate submitted by the CMAR in paragraphs 1.4.8.1 (b).

1.4.8.2.1 The GMP shall include assumptions, allocations and clarifications with regard to those portions of the Work for which bids have not been let or 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 GMP shall be negotiated between the CMAR and Owner. 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 written approval. The GMP shall be subject to additions and deductions by changes in the Work only as expressly set forth in the Contract Documents. Such GMP maximum sum as adjusted by approved changes in the Work in accordance with the Contract Documents is referred to in the Contract Documents as the Guaranteed Maximum Price or GMP.

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, General Conditions Costs, and the CMAR's Compensation for Basic Services as calculated by the Owner (hereinafter the "Final Price" or "FP") and set forth in the Contract Documents. The FP must be issued by the CMAR to the Owner within forty-five (45) days after the date of Final Completion. The Final Price may include retainage amounts withheld due the CMAR. The Final Price shall be determined by the Owner based upon the actual Cost of the Project Work including Change Orders. 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 as set forth in the Contract Documents. 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

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or CPMS. The CMAR shall coordinate and integrate the CPMS for the Project with the services and activities of the Project Architect as set forth in the Project Architect's Schedule for design services. 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. The CMAR shall establish a baseline schedule for the project that shall be approved by the Owner and include resource requirements and cost information for all work packages. The CMAR shall be responsible to track ongoing progress of the project against the baseline schedule and provide updates with each application for payment.

1.4.10 PROJECT TEAM: For purposes of this Agreement, "Project Team" shall mean the Owner, the CMAR, and the Project Architect.

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.

1.5.3 The CMAR shall achieve Substantial Completion of the Work and Final Completion of the Work for each Project as follows:

1.5.3.1 Substantial Completion: Nine (9) months from the date the construction permit is issued and per the attached project Schedule in the GMP Amendment.

1.5.3.2 Final Completion: May 3, 2019.

1.6 AGREEMENT AND PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS UNDER THE BUDGET

1.6.1 Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the Owner under this Agreement, including the obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds and any formal action of the Owner for the purpose of payment of the Contract Sum or any part thereof. In the event the funding for the Project becomes unavailable for any reason, the Owner may terminate this agreement without cause under the provisions of Article 9 hereof.

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: It shall be the sole responsibility of the CMAR to at all times comply with all applicable federal and state statutes.

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 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.

ARTICLE 2 CONSTRUCTION MANAGER AT RISK'S RESPONSIBILITIES

The services to be provided under this Article 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

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Construction Phase services (paragraphs 2.5, 2.6 and 2.7). If the Owner and CMAR agree in writing 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 ongoing evaluation of the Owner's program and Construction Budget requirements, each in terms of the other, as they relate to the development of the schematic design, design development and Construction Documents phases of the Project with the Project Architect and Owner.

2.1.1 CONSULTATION: The CMAR shall jointly schedule and attend regular meetings with the Owner and Project Architect, and other Owner designated committees or groups 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 program development, schematic design, design development and construction documents process review sessions with the Owner and Project Architect, and shall provide written recommendations regarding the constructability of proposed building design and systems throughout the Pre-Construction Phase of the Project including:

- Construction feasibility, including but not limited to, analysis of building systems identified in the applicable code and building materials with regard to durability and life cycle cost analysis, availability, cost and constructability;
- 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 at phases identified at paragraph 1.4.8.1 of the projected cost of construction within the Construction Budget with the construction contingency limitations 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 Construction and Pre-Construction services for the Project by the CMAR is subject to approval of the Owner. Upon receipt of a written Notice to Proceed from the Owner, the CMAR shall proceed with the provision of the 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.

2.2 CONSTRUCTION DOCUMENTS PHASE:

2.2.1 REVIEW OF CONSTRUCTION DOCUMENTS: The CMAR shall complete a quality/coordination review of the construction documents, including all specifications 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, the CMAR shall assist the Owner and Project Architect as needed to make appropriate adjustments to comply with the approved estimates or budgetary constraints.

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 should have been discovered during the Construction Documents phase by the CMAR through the exercise of reasonable diligence, and the Owner was not informed of such conflicts. 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 Contract Documents during their development.

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. 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. The Owner has sole discretion to approve payment applications for any stored material.

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 written approval of the Project Architect, the Owner and any professional consultants retained by the Owner or Project Team. The CMAR shall use reasonable skill and judgment in ascertaining that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations; and, 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.

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 this 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 1.4.8.1 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

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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 applicable work codes as defined by the Architect, 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 outlined in the Contract Documents 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.

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.

2.4.3 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 in its sole discretion shall accept or reject the GMP proposal for the Project by written action of the Owner no more than thirty (30) days after the receipt of the GMP proposal by the CMAR.

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 may again review the GMP and the written statement of its basis, and seek to negotiate a GMP the Owner will accept, but the Owner has no obligation of any kind or nature to review or accept any proposals from CMAR. 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/alterations to the Construction Documents to bring the Project within the Construction Budget that shall not delete necessary components of the Project or materially reduce any programming requirements of the Owner.

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 formal action approving the GMP has been taken by the Owner in accordance with applicable law and Owner policies. 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 shall be terminated pursuant to the provisions of paragraph 9.1.

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

2.4.6 AMENDMENT OF PROJECT SCOPE DOCUMENT TO REFLECT GMP: Upon Owner's approval of the GMP, the Owner and the CMAR shall enter into an agreement which shall specify the GMP and its basis, which agreement shall be set forth as an amendment entitled "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 in writing by the Owner.

2.4.6.1 Not Used.

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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 FOR ANY REASON, THE CMAR SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL PAYMENTS, COSTS, FEES, OR OTHER LIABILITIES FROM ITS OWN RESOURCES WITH NO CONTRIBUTION OR LIABILITY OF ANY KIND OR NATURE BY OR FROM THE OWNER FOR 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 Contract Documents, for the Project upon written acceptance of the GMP by Owner. 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, and the Project Team shall in good faith endeavor to remedy any such issues.

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 the Owner and CMAR Guaranteed Maximum Price (GMP) Agreement and as also set forth herein.

2.5 CONSTRUCTION PHASE

2.5.1 CMAR ASSUMPTION OF PRIMARY RESPONSIBILITY FOR THE WORK: The CMAR shall have 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.

2.5.2 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 in accordance with this Agreement.

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, as further outlined above, the CMAR shall award such Subcontracts in accordance with all state federal, and local laws, including statutes, ordinances, codes, rules, and regulations. The regular manner established by the Owner for advertising for such competitive bids shall be followed and adhered to 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 written 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 publically releasing the results, the CMAR shall allow the Owner a reasonable opportunity to review and comment and shall not release such results until receipt of written approval by the Owner to do so.

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

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participation by local contractors.

2.5.3.4 ADVERTISEMENT FOR COMPETITIVE BIDS: 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 as set forth above, including all provisions of Article 1 of this Agreement. All other contracts will be handled under current Owner policies and regulations to be provided to CMAR by Owner.

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 As prescribed in this section, 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, including the provisions of Article 1 of this Agreement, consists of: (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 Wyoming Tribune-Eagle, and construction industry "plan rooms" at least twenty-one (21) 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 and shall be strictly adhered to by CMAR in performing its obligations under this Agreement.

2.5.3.4.1.3 The above regular manner established by the Owner relates to and governs 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 foregoing 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.

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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, maintenance and upkeep of every state, county, municipal, community college Owner or school Owner 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 in writing for good cause by the Owner. "Good cause" shall be determined on a case-by-case basis in consideration of the receipt of and competitive nature of the bids received and the progress of the Work. In the absence of the Owner's waiver of the requirements of this Section, 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 (3) bids per bid package, it 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 responsible bid for portions of the Work being bid. The Owner shall then approve or reject in writing any and all bids unless this requirement is waived in writing by the Owner. If all bids are rejected, the remarketing provisions of this section shall apply.

2.5.3.4.2.9.1 LOW RESPONSIBLE BID: Subcontracts shall be awarded to the lowest responsible bidders in compliance with all applicable laws unless the Owner approves otherwise.

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 or approved by 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 request 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. Owner shall use good faith efforts to address such a request but shall not be legally obligated to honor said request.

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 outlined in this Agreement and the Contract Documents.

2.5.3.8 REBIDDING OF WORK: In cooperation with the Project Architect and Owner, the CMAR shall re-bid any

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portion of the Work for which no satisfactory bid has been received.

2.5.3.9 BONDS: The CMAR shall comply with all applicable laws regarding bonding and 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.

2.6. CONTRACTS OF SUBCONTRACTORS AND PAYMENT TO CMAR FOR SUBCONTRACTS: All Subcontractor contracts shall be between the Subcontractor and the CMAR; such contracts being made available for inspection at the Owner's request. 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's compensation for such Work shall be treated only as a Cost of the Project and shall be added to this Agreement by addendum 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 upon approval in writing by the Owner. Payment by the Owner to 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 CPMS schedule, and inform all Subcontractors of the Project schedule and require all Subcontractors to comply therewith.

2.6.2. PROGRESS MEETINGS: 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 the agenda and promptly distribute meeting minutes. The CMAR shall provide presentations updating the progress, quality and status of the Work of the Project and other information deemed necessary by the Owner, Architect or CMAR 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, 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 re-sequencing or acceleration of the Work submitted by a Subcontractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such re-sequencing 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. 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 and other financial or contractual 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 upon written request and for a period of four (4) years after final acceptance of the Work.

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2.6.6 QUALITY CONTROL PROCEDURES: The CMAR shall develop and maintain a program, which shall be approved by and 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 any disagreement occur between the CMAR and the Project Architect or Owner regarding the acceptability of Work and conformance with the requirements of the Drawings and Specifications, the Project Architect and/or Owner shall be the final judge of performance and acceptability.

2.6.7 CONFIRMATION OF OWNER PROVIDED INFORMATION: CMAR shall use reasonable care to confirm the accuracy of such 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 between the information provided and the actual conditions and shall be responsible for any cost to the Project resulting from a failure to exercise such reasonable care. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, CMAR shall perform all work in a reasonable manner and take whatever precautions are necessary so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property, and any such liability resulting from any such damage shall not be the responsibility of the Owner.

2.6.8 LINES OF AUTHORITY: The CMAR shall establish on-site organization and lines of authority in order to carry out the overall plan of construction. The CMAR shall identify in writing to Owner and Project Architect an on-site staff member to represent the CMAR on a daily basis with express authority to negotiate and execute Change Orders or other contract modifications on behalf of the CMAR, subject to the procedures of Section 2.6.10. 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, and any such delays shall not be the responsibility of Owner.

2.6.9 MANAGEMENT COORDINATION:

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

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

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.

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 upon 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

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connection with the Work performed by the Subcontractors 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 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 costs 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 in its sole discretion has determined that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, including substantial completion of all punch list items to be performed by the Subcontractors so the Owner can occupy the Project premises for the purpose of performing its preparatory tasks to make the Project premises suitable for its intended use as an aquatic facility. All Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Project premises or the applicable portion of the Project premises 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. When Substantial Completion of the Work is achieved, and following preliminary notification by CMAR and determination of the same by the Project Architect, the Project Architect shall prepare and deliver to the Owner and CMAR a Certificate of Substantial Completion that shall establish the date of Substantial Completion and the respective responsibilities of the Owner and CMAR as more particularly described at Article 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 on a form approved by the Owner.

2.6.12.2 FINAL COMPLETION: The CMAR shall achieve Final Completion of the Work of the Project by no 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. The Project Architect's certification of Final Completion shall occur upon receipt by the Project Architect and Owner of the CMAR's written notice that the Work is ready for final inspection and acceptance. The Project Architect's final Certificate for Payment will constitute a further representation that conditions set forth in Article 6 of this Agreement as precedent to the CMAR being entitled to final payment have been fulfilled.

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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.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

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

3.1.2 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS: In the Pre-Construction Phase, the Owner shall furnish the reports, surveys, drawings and tests described in paragraphs 3.1.2.1 through 3.1.2.5 with reasonable promptness and at the Owner's expense. Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately.

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 in writing by the Owner.

3.2 OWNER'S DESIGNATED REPRESENTATIVES: The Owner shall designate one authorized representative respectively to act on the behalf of each entity 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.

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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 may provide or contract for, independently of the CMAR, 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 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 terms of the Contract Documents and 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 as included within the applicable provisions of the Contract Documents; 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: The CMAR's fee for the Pre-Construction services pursuant to paragraphs 2.1, 2.2 and 2.3 of this Agreement and the Contract Documents shall be the sum of \$ 10,000.00. 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.

4.1.1.4 CONSTRUCTION PHASE COMPENSATION

4.1.1.4.1 CONSTRUCTION SERVICE COMPENSATION: The CMAR's stipulated maximum compensation for Construction Phase services pursuant to this Agreement shall be the General Conditions Cost sum of \$ 212,562.00 and the Construction Management Fee of four percent (4%). These amounts are based on a nine (9) month project duration which shall begin on the date the construction permit is issued. Payment of the CMAR's Construction Management Fee and General Conditions Cost (GC's) shall be based upon the fixed amounts stipulated in the CMAR's fee proposal in Exhibit B to be paid pursuant to the provisions of Article 2.6 and Article 6 of this Agreement. The GC's shall be subject to the retainage requirements of Wyo. Stat. § 16-6-702.

4.1.1.5 ADJUSTMENT OF COMPENSATION FOR BASIC SERVICES FOR CHANGES IN THE WORK AND CPMS SCHEDULE: Adjustments to the GMP and the Critical Path Method Schedule on account of changes in the Work for the Project and each of them subsequent to the execution of the Agreement may be the basis for an adjustment of the CMAR's Compensation for Basic Services upon Owner's written approval.

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 as set forth in the Contract Documents and Exhibit B.

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. 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 Agreement. 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

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the CMAR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project shall be preserved by the CMAR for a period of four (4) years after final payment or for such longer period as may be required by law.

ARTICLE 6 PAYMENT OF CONSTRUCTION COSTS

6.1 PROGRESS PAYMENTS

6.1.1 APPLICATIONS: The CMAR shall submit to the Owner and, if directed, Project Architect, a periodic application for payment. The application for payment shall consist of the Cost of the Project performed up to the last day of the invoiced period, and shall include (1) the cost of all subcontracted work performed or materials provided to date including materials suitably stored on the Worksite or at other locations approved by the Owner; (2) the cost of PCS fee or GC fee earned to date, as applicable, and paid per the terms of Article 4. 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. The Owner has sole discretion to approve payment applications for any stored material. Prior to submission of the next application for payment, the CMAR shall furnish to the Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between the Owner and the CMAR. Payment shall be subject to the retainage requirements of Wyo. Stat. § 16-6-702.

6.1.2 Promptly after receipt of each periodic application for payment, the Owner shall give written notice to the CMAR of the Owner's acceptance or rejection, in whole or in part, of such application for payment. The Owner shall pay directly to the CMAR the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate reasons for its rejection. If the Owner and the CMAR cannot agree on a revised amount then, within fifteen (15) business days after its initial rejection in part of such application, the Owner shall pay directly to the CMAR the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.

6.1.3 LIEN WAIVERS AND LIENS

6.1.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS: If requested by the Owner, as a prerequisite for payment, the CMAR shall provide partial lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall the CMAR be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

6.1.3.2 RESPONSIBILITY FOR LIENS: If Owner has made payments in the time required by this Article 6, the CMAR shall, within thirty (30) days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the

Work. If the CMAR fails to take such action on a lien, the Owner may cause the lien to be removed at the CMAR's expense, including bond costs and reasonable attorneys' fees, and said amounts may be deducted from any payments due CMAR by Owner.

6.2 ADJUSTMENT OF CMAR'S PAYMENT APPLICATION: The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the CMAR is responsible under the Agreement:

6.2.1 the CMAR's failure to perform the Work as required by the Contract Documents or breach of this Agreement;

6.2.2 loss or damage arising out of or relating to this Agreement and caused by CMAR to the Owner or others to whom the Owner may be liable;

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6.2.3 the CMAR's failure to properly pay Subcontractors and material suppliers following receipt of such payment from the Owner;

6.2.4 third-party claims involving the CMAR or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the CMAR furnishes the Owner with adequate security in the form of a surety bond, irrevocable letter of credit or other collateral or commitment satisfactory to the Owner and sufficient to discharge such claims if established.

6.2.5 No later than fifteen (15) days after receipt of an application for payment, the Owner shall give written notice to the CMAR, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the CMAR in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

6.3 ACCEPTANCE OF WORK: Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

6.4 SUBSTANTIAL COMPLETION

6.4.1 The CMAR shall notify the Owner and, if directed, the Project Architect when it considers that Substantial Completion of the Work to have been achieved. The Owner, with the assistance of the Project Architect, shall promptly conduct an inspection to determine whether the Work can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Work by the CMAR. If the Owner determines that the Work has not reached Substantial Completion, the Owner, with the assistance of the Project Architect shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Work for its intended use. The CMAR shall promptly complete all items on the list.

6.4.2 When Substantial Completion of the Work is achieved as determined by Owner, the Project Architect shall prepare and deliver to the Owner and CMAR a Certificate of Substantial Completion that shall establish the date of Substantial Completion and the respective responsibilities of the Owner and CMAR for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. In the absence of a clear delineation of responsibilities, the Owner shall assume responsibility for security, maintenance, and utilities. The Certificate of Substantial Completion shall be submitted by the Project Architect to the Owner for written approval and acceptance of responsibilities assigned in the Certificate.

6.4.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

6.6 FINAL COMPLETION AND FINAL PAYMENT

6.6.1 Upon notification from the CMAR that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of the Project Architect, shall promptly conduct an inspection to determine if the work has been completed and is acceptable under the Contract Documents.

6.6.2 When the Work is complete, the CMAR shall prepare for the Owner's acceptance a final application for payment stating that to the best of the CMAR's knowledge, and based on the Owner's inspections, the work has reached Final Completion in accordance with the Contract Documents.

6.6.3 Final Payment shall be made to the CMAR after the CMAR has submitted an application for Final Payment, including submissions required under Subparagraph 6.6.4 and a Certificate of Final Completion has been executed by the Owner and CMAR, and only after compliance with all applicable laws. Such Final Payment shall be subject to the requirement of Wyo. Stat. § 16-6-116 providing for the publication in a newspaper of general circulation published nearest the point at which the Work is being carried on, once a week for three (3) consecutive weeks, and also post in three (3) conspicuous places on the Project Premises Work, a notice setting forth in substance, that the Owner has accepted the Work as completed according to the plans and specifications and rules set forth in this Agreement between the Owner and CMAR, and that the CMAR is entitled to Final Payment. The notice shall also set

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forth that upon the 41st day, with the notice specifying the exact date after the first publication of the notice the Owner will pay to the CMAR the full amount due under this Agreement.

6.6.4 Final Payment shall be due on the CMAR's submission of the following to the Owner and the completion of any and all legal requirements for the issuance of such payment and is based upon the Final Price:

6.6.4.1 An affidavit sworn under penalty of perjury declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

6.6.4.2 As-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

6.6.4.3 Release of any liens, conditioned on final payment being received;

6.6.4.4 Consent of all sureties; and

6.6.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the CMAR or its Subcontractors, the Owner may pay the balance due for portion(s) of the Work fully completed and accepted. If the estimated Cost of the Project for Work not fully completed and accepted is less than the retained amount prior to payment, the CMAR shall submit to the Owner, and if directed, to the Architect/Engineer, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of any claims or offsets,

6.6.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties and Defective Work.

6.6.7 ACCEPTANCE OF FINAL PAYMENT: Unless the CMAR provides written identification of unsettled claims known to the CMAR at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

6.7 LIQUIDATED DAMAGES:

6.7.1 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.

6.7.2 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 at the Owner's discretion may deduct from the Final Payment made to the CMAR a dollar amount per day as set forth in the matrix within this paragraph for each and every additional calendar day beyond the agreed date of Substantial Completion:

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Contract Range	Daily Liquidated Damages Charge
\$0.00 - \$250,000.00	\$ 250.00
\$250,000.01 - \$500,000.00	\$ 500.00
\$500,000.01 - \$1,000,000.00	\$ 750.00
\$1,000,000.01 - \$5,000,000.00	\$ 1,000.00
\$5,000,000.01 - \$10,000,000.00	\$ 1,250.00
\$10,000,000.01 - \$15,000,000.00	\$ 1,500.00
\$15,000,000.01 and Greater	\$ 1,750.00

6.7.3 LIQUIDATED DAMAGES – FAILURE TO MEET FINAL COMPLETION DATE: Timely Final Completion is an essential condition of this Agreement. CMAR agrees to achieve Final Completion of the Agreement within thirty (30) days of the designated or extended date of Substantial Completion or by the date provided in the CMAR's schedule for Final Completion approved in writing the Owner. Owner and CMAR agree that should CMAR fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. CMAR and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be per the matrix in paragraph 6.7.2. and at the Owner's discretion may deduct from the Final Payment made to CMAR, or, if sufficient funds are not available, then CMAR shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

6.7.4 LIQUIDATED DAMAGES – IN ADDITION TO OTHER REMEDIES: Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against CMAR for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

**ARTICLE 7
INSURANCE AND BONDS**

7.1 CMAR'S LIABILITY INSURANCE:

7.1.1 GENERALLY: The CMAR shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Wyoming as will protect the CMAR from claims set forth below which may arise out of or result from the CMAR's operations under this Agreement and for which the CMAR may be legally liable, whether such operations be by the CMAR or its Subcontractors or suppliers, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including:

- .1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the CMAR's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the CMAR's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CMAR, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the CMAR's obligations.

7.1.2 INSURANCE NOT LESS THAN LIMITS OF LIABILITY SPECIFIED: The insurance required by Section

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7.1.1 shall be written for not less than limits of liability specified in the Contract Documents Exhibit D or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work through the date of final payment or applicable warranty period if required and/or for the duration specified in Exhibit D.

7.1.3 **CERTIFICATES OF INSURANCE:** Certificates of insurance acceptable to the Owner shall be submitted to the CMAR for transmittal to the Owner with a copy to the Project Architect prior to commencement of the Work. These certificates and the insurance policies required by this Section 7.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the CMAR with reasonable promptness in accordance with the CMAR's information and belief.

7.1.4 **LEVEL OF INSURANCE:** The CMAR shall maintain the levels of insurance coverages specified in Exhibit D.

7.1.4.1 **COUNTY TO BE NAMED AS ADDITIONAL INSURED:** The County shall be named as an additional insured with respect to all insurance coverages specified in the preceding sections and Exhibit D, with the exception of worker's compensation coverage, to the extent that the County may be named as an additional insured based on laws, rules, and regulations which govern the insurance industry. The County has the right to reject a certificate of insurance if the CMAR's insurance company is widely regarded in the insurance industry as financially unstable. Any insurance company providing coverage under this Agreement shall have a minimum A.M. Best rating of A- (excellent).

7.1.4.2 **COUNTY'S RIGHT TO INCREASE INSURANCE COVERAGES:** The County has the right to increase the required minimum limit of liability for the Project as warranted by an increase in hazard. Examples of increased hazard include, but are not limited to:

- a. handling of hazardous materials
- b. activities involving large congregations of people

7.1.4.3 **COUNTY'S RIGHT TO INSURANCE COVERAGE POLICY INFORMATION:** The County shall have the right to consult with the CMAR's insurance companies and agents for disclosure of relevant policy information, but the County's failure to request or review such policies, endorsements, or certificates shall not affect the County's rights or the CMAR's obligations hereunder.

7.1.4.4 **INDEMNITY; GOVERNMENTAL IMMUNITY:** In entering into this Agreement, the CMAR agrees to defend, hold harmless, and indemnify Laramie County, its officials, employees, agents, and authorized volunteers against any and all claims and costs, including attorney's fees, arising during or resulting from the CMAR's performance of this Agreement and the CMAR shall carry insurance as set forth in this Agreement and the Contract documents. The CMAR acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the County. The County does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. 1-39-101, et seq. for any claim arising out of performance of this agreement.

7.1.4.5 **COUNTY'S RIGHT TO INSPECT:** It is expressly understood and agreed that although the County and the County's Representatives have the right under this Agreement to observe and review the work and operations of the CMAR and the CMAR shall not be relieved of any of its covenants and obligations hereunder, and the CMAR shall be responsible for and hold the County and its officers, agents, employees, and other representatives harmless from all suits, actions or claims of any character due to injuries or damages sustained by any person or property in consequence of any neglect in performing the work, observing safety standards or regulations, or otherwise, or through the use of unsafe or unacceptable practices or materials in the performance of the work, or the CMAR's failure to comply with any law, ordinance or regulation.

7.2 **OWNER'S LIABILITY INSURANCE:** The Owner shall be responsible for maintaining the Owner's usual and customary liability coverage, see Exhibit D.

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7.3 INSURANCE UPON PARTIAL OCCUPANCY: Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the CMAR shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

7.4 PERFORMANCE AND PAYMENT BONDS: The CMAR shall as required by Wyo. Stat. § 16-6-112 prior to the performance of any work on the Project furnish to the Owner a payment bond and a bond covering faithful performance of this CMAR Agreement and payment of obligations arising thereunder in the amount of ONE HUNDRED PERCENT (100%) of the total cost of the project including the Cost of the Project, General Conditions Costs and the CMAR's Compensation for Basic Services for the Project expressed as the GMP, with such bonds having a minimum Best Rating "A" which shall be approved in writing by Owner. The payment and performance bonds provided herein shall be for the benefit of the Owner as the named beneficiary of such bonds. The Owner shall pay for said bonds as set forth in the Contract Documents.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 DISPUTE RESOLUTION FOR THE PRE-CONSTRUCTION PHASE

8.1.1 NO MANDATORY ARBITRATION: Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

8.1.2 DISPUTE RESOLUTION: The parties may by mutual agreement endeavor to settle disputes by mediation.

8.2 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 Sub-Contractor 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 its responsibility 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 Subcontractor or terminate any contract with such Subcontractor. The CMAR and all Subcontractors, by entering into this Agreement with the Owner, consent and agree to comply at all times with all Owner policies, regulations, directives, and practices.

8.3 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 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. By submitting a proposal and signing this Agreement with the Owner, the CMAR and Subcontractors agree to actively continue and implement this policy throughout the Project.

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

8.4.1 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.

8.4.3 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 only in the parking places designated and approved by the Owner. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

8.4.4 COMPLIANCE WITH APPLICABLE ORDINANCES: CMAR shall follow, and shall require all employees, agents and sub-contractors to follow, applicable ordinances of the municipality in which the Project is located. CMAR shall barricade and/or protect all trees, lights, signs, landscaping, sidewalks, et. cetera within the Project area.

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8.4.5 THEFT DETERANCE PROGRAM: CMAR shall consult and coordinate with Owner with analysis of the cost 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.

8.5 COMMENCEMENT OF WORK AND CLAIMS FOR ADDITIONAL TIME:

8.5.1 INCREASE IN CONTRACT TIME: If the CMAR wishes to make a Claim for an extension of the Contract Time, written notice as provided herein shall be given. The CMAR's Claim shall include an estimate of cost and of the probable effects of delay on the progress of the Work. 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 from any other cause under CMAR's control or from adverse weather conditions.

8.5.2 ADVERSE WEATHER CONDITIONS: CMAR shall be responsible to consider and include within the Contract Price and CPMS the climatic conditions of the location of the Project that may delay the Work, and CMAR shall not be granted an extension of Contract Times (or Milestones) or amendment of the contract or contract price for the additional cost of the Project due to a delay in the Work resulting in whole or in part from adverse weather conditions.

8.5.3 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, or any of the other party's employees or agents, or 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. This section of this Agreement does not constitute a waiver of the Owner's immunities and defenses, whether procedural or substantive, accorded to the Owner under the Wyoming Governmental Claims Act, W.S. §§ 1-39-101 *et seq.*, and other provisions of the Constitution and laws of the State of Wyoming. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in this Agreement.

8.5.4 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 Contract Documents.

8.5.5 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 and in accordance with this Agreement and the related Contract Documents. 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 8.5.7 below.

8.5.6 NOTICE OF CONDITIONS CAUSING DELAY:

8.5.6.1 NOTICE OF CONDITION CAUSING DELAY: 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 for which there is no possible means of recovery. Such notice must be specific and apart from any documentation provided to the Owner in Article 2.6.3.

8.5.6.2 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.

8.5.7 EXTENSION OF TIME:

8.5.7.1 APPLICATION TO OWNER: Any extension or extension of time for the completion of the Work may be

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granted in the sole discretion of the Owner subject to the provisions of this section, but only upon written application therefor by the CMAR to the Owner.

8.5.7.2 DETAIL OF SOURCE AND NATURE OF CAUSE: An application for an extension of time 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 in which there is no possible means of recovery. It must be submitted prior to completion of the Work.

8.5.7.3 BASIS OF EXTENSION OF TIME: If such an application is made, the CMAR shall be entitled to an extension of time for delay and completion of the Work caused solely: (a) by the acts or omissions of the Owner; or (b) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergencies making performance temporarily impossible or illegal, or strikes or labor disputes, but not to include adverse weather conditions as set forth herein).

8.5.7.4 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 solely from such causes, 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.

8.5.7.5 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. If one of several causes of delay operating concurrently results from any act, fault, or omission of the CMAR, and would of itself (regardless of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault, or omission.

8.5.7.6 DISCRETION OF OWNER: The granting of an application for an extension of time for causes of delay other than those outlined in paragraph 8.5.7.3 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 including any extended General Conditions or Compensation for Basic Services.

8.5.8 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. 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 Work called for in this Agreement caused by an act or omission on the part of the Owner, Architect/Engineer, their agents, employees or otherwise.

8.6 OTHER PROVISIONS

8.6.1 EXTENT OF CONTRACT: This Agreement which includes this Agreement and the other Contract 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.

8.6.2 OWNERSHIP AND USE OF DOCUMENTS: The Drawings, Specifications and other documents prepared by the Project Architect and copies thereof furnished to the CMAR are the property of Owner and are for use solely with respect to this Project. They are not to be used by the CMAR, 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.

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8.6.3 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Wyoming. Legal proceedings relating to this Agreement shall be brought only in the First Judicial District Court, Laramie County, Wyoming.

8.6.4 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 this Agreement shall assign the obligations of this Agreement, in whole or in part, without the written consent of the other party. If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

8.6.6 INDEPENDENT CONTRACTOR: The CMAR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner 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 Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing CMAR or its agents and/or employees to act as an agent or representative of or on behalf of Owner, or to incur any obligation of any kind on behalf of the Owner. CMAR agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Owner's employees will extend to the benefit of CMAR or the CMAR's employees, agents, Subcontractors, or other legal representatives as a result of this Agreement.

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

8.6.8 NOTICE: All notices or invoices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided under this Agreement either by regular mail, facsimile, e-mail, or delivery in person. If transmission is made electronically, Owner is not responsible for ensuring receipt or delivery. 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.

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

8.6.10 NO WAIVER OF RIGHTS: The waiver of any breach of any term or condition in this Agreement 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.

8.6.11 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.

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

8.6.13 APPROVAL: Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and

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conditions as modified and contained in the Contract Documents.

8.6.14 IMMUNITIES: It is mutually understood and agreed that Owner is a political subdivision of the State of Wyoming, and, as such, is protected by certain immunities and defenses under the Wyoming Governmental Claims Act, W.S. §§ 1-39-101 *et seq.* and under the Constitution and laws of the State of Wyoming. By entering into this Agreement, Owner does not waive any of its immunities or defenses.

8.6.15 NOTICE OF DEFECTS: Prompt notice of all defective Work of which Owner or Architect has actual knowledge will be given to the Contractor. All defective Work may be rejected, corrected or accepted by the Owner.

8.6.16 ACCESS TO SITE: Owner, Architect Architect's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests shall have access to the Site and the Work at reasonable times for their observation, inspection, testing and tours. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

8.6.17 TESTS AND INSPECTIONS: Contractor shall give the Owner and Architect timely notice of readiness of the Work for all required inspections, tests or approvals prior to covering the Work, if applicable, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

8.6.18 OWNER PAID TESTS AND INSPECTIONS: Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests or approvals required of the Owner by the Contract Documents.

8.6.19 CONTRACTOR PAID TESTS AND INSPECTIONS: Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required of the Contractor by the Contract Documents. Such inspections, tests or approvals shall be performed by organizations acceptable to the Owner and Architect. If any Work that is to be inspected, tested or approved is covered by the Contractor without written concurrence of the Owner and Architect, Contractor shall at Contractor's cost, if requested, be uncovered for observation unless Contractor has given timely notice of Contractor's intention to cover the same and the Owner and Architect has not acted with reasonable promptness in response to such notice.

8.6.20 UNCOVERING WORK: If Owner or Architect determines that it is necessary or advisable that covered Work be observed by Owner and/or Architect or inspected or tested by others, Contractor, at Owner's or Architect's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Owner or Architect may require, that portion of the Work in question, furnish all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall pay all Claims, costs, losses and damages (including but not limited to all fees and charges of Architect, Architect's consultants, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price or an extension of the Contract Times and/or Milestones directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction.

8.6.21 CORRECTION OR REMOVAL OF DEFECTIVE WORK: Contractor shall correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner or Architect, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all Claims, costs, losses and damages (including but not limited to all fees and charges of Architect, Architect's consultants, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

8.6.22 CORRECTION PERIOD: If within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (a) repair such defective land or areas, or (b) correct such defective Work or, if the defective Work has been rejected by Architect and/or Owner, remove it from the Project and replace it with Work that is not defective, and (c) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If Contractor does not promptly comply with the terms of such

"Exhibit A"

instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses and damages (including but not limited to all fees and charges of Architect, Architect's consultants, attorneys and other professional and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed. Contractor's obligations under this paragraph are in addition to any other obligation or warranty. The provision of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose. Contractor shall confirm that its payment and performance bond provides coverage for all corrective work during this Correction Period.

8.6.23 ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept such defective Work, Owner may do so. Contractor shall pay all Claims, costs, losses and damages (including but not limited to all fees and charges of Architect, Architect's consultants, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the Owner.

8.6.24 OWNER MAY CORRECT DEFECTIVE WORK: In the event the Owner or Architect determines that the Contractor's work is defective, notice shall be given to correct the defective work. Contractor shall within seven (7) days after written notice correct defective Work or remove and replace rejected Work as required. If the Contractor fails to correct the defective work in accordance with this paragraph, or if Contractor fails to perform the Work in accordance with the Contract Documents within such time, or if the Contractor fails to comply with any other provision of the Contract Documents, Owner may, upon seven (7) days written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Architect and Architect's Consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph. All Claims, costs, losses and damages (including but not limited to all fees and charges of Architect, Architect's Consultant, attorneys and other professional and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this paragraph will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Such claim, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Final Completion date because of any delay in the performance of the Work attributable to the exercise by Owner of the Owner's rights and remedies under this paragraph.

ARTICLE 9 TERMINATION OR SUSPENSION

9.1 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 or its Subcontractors are responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement.

9.2 TERMINATION OF AGREEMENT:

9.2.1 The Owner may terminate this Agreement at any time without cause. If Owner terminates this Agreement, Owner

"Exhibit A"

shall be entitled to any and all appropriate offsets, damages, or other remedies allowable by law.

9.2.2 The CMAR may terminate this Agreement if the Work is stopped for a period of thirty consecutive (30) days through no act or fault of the CMAR or a 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 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or the Owner has failed to furnish to the CMAR promptly, upon the CMAR's request, reasonable evidence of the reasons for delay.

9.2.3 If the CMAR terminates this Agreement in accordance with 9.2.2, the CMAR shall be paid an amount as follows:

9.2.3.1 DELETED

9.2.3.2 The applicable portion of the CMAR's Construction Service Fee (CS Fee) earned to the date of termination, as set forth in the Contract Documents.

9.2.4 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 9 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 Subcontracts 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 this Agreement 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.

"Exhibit A"

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.


Laramie County Fair Board

Construction Manager at Risk –

Dated this _____ day of _____, 2013

Dated this 29th day of May, 2013

(Signature)


(Authorized Signature)

K. N. Buck Holmes, Cbairman, Laramie County
Commissioners

(Printed name and title)

Becket Hinson, Vice President
(Printed name and title)

ATTEST:

Dated this _____ day of _____, 2013

(Signature)

Debra Lee, Laramie County Clerk

(Printed name and title)

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date _____
Mark T. Voss, Laramie County Attorney

Exhibit B (4 Pages)

Laramie County Detention - HVAC

FEE BREAKDOWN

FCI Constructors of Wyoming LLC

Legend: SF = Square Foot LF = Lineal Foot WKS = Weeks N/R = Not Required LS = Lump Sum EA = Each MO = Month INC = Included			
Laramie County Detention - HVAC	Quantity	Unit	Total GC's
PRECONSTRUCTION FEE			
GMP Proposal	1	LS	\$ 10,000
Bid Package Estimates		INC	\$ -
Ground Transportation		INC	\$ -
All Other Preconstruction Fee Items		INC	\$ -
			\$ 10,000
B PROJECT COST CONTROL			
8 Construction Cash Flow Projections (Monthly)		INC	\$ -
10 Set-Up Cost Accounting		INC	\$ -
11 Set-Up Reporting Methods		INC	\$ -
12 Set-Up Payment Procedure		INC	\$ -
13 Set-Up Change Order Procedure		INC	\$ -
14 Prepare Change Order Cost Estimates		INC	\$ -
15 Verify Correctness of Quantities and Prices of all COs		INC	\$ -
16 Continued Project Cost Monitoring		INC	\$ -
C PROJECT SCHEDULING			
3 Construction Activity Schedule W/Milestones (CPM Updates)		INC	\$ -
4 Shop Drawing & Submittal Schedule/Procedure		INC	\$ -
5 Mock-Up Schedule & Procedure		INC	\$ -
6 Short-Interval Schedules		INC	\$ -
7 Occupancy Schedules		INC	\$ -
D SUBCONTRACTOR SELECTION/PURCHASING			
11 Prepare Subcontracts and Supplier Contracts		INC	\$ -
12 Prepare Change Orders		INC	\$ -
13 Verify Correctness of Quantities and Prices of all COs		INC	\$ -
14 Coordinate Owner-Supplied Fixed Equipment		INC	\$ -
E CONTRACT DOCUMENT COORDINATION			
9 Apply for Building Permits		INC	\$ -
10 Obtain Building Permits		INC	\$ -
F CMAR OFF-SITE STAFF & SERVICES (AS REQUIRED)			
1 Corporate Executives		INC	\$ -
2 Principal In Charge		INC	\$ -
3 Project Executive		INC	\$ -
4 Operations Manager		INC	\$ -
5 Construction Manager		INC	\$ -
6 Project Manager		INC	\$ -
7 Project Engineer		INC	\$ -
9 Mechanical & Electrical Coordinator		INC	\$ -
10 Safety Manager/Field Audit		INC	\$ -
11 EEO Officer		INC	\$ -
12 Human Resources		INC	\$ -
13 Secretarial		INC	\$ -
14 Project Estimating		INC	\$ -
15 Project Accounting		INC	\$ -

CONFIDENTIAL

Legend: SF = Square Foot LF = Lineal Foot WKS = Weeks N/R = Not Required LS = Lump Sum EA = Each MO = Month INC = Included			
Laramie County Detention - HVAC	Quantity	Unit	Total GC's
16 Project Data Processing		INC	\$ -
17 Project Scheduling		INC	\$ -
18 Project Purchasing		INC	\$ -
19 Basic Legal Services		INC	\$ -
20 Home Office Operating Expenses		INC	\$ -
21 Benefits for Above Personnel		INC	\$ -
22 Vacations for Above Personnel		INC	\$ -
23 Bonuses for Above Personnel (if any)		INC	\$ -
G CMAR ON-SITE STAFF & SERVICES (AS REQUIRED)			
1 Project Manager(s)	2	WKS	\$ 7,760
2 Project Superintendent(s)	4	WKS	\$ 13,908
3 Assistant Superintendent(s)		N/A	\$ -
4 Project Engineer(s)		N/A	\$ -
5 Field Engineer(s)		N/A	\$ -
7 Mechanical & Electrical Coordinator		N/A	\$ -
8 Quality Control Engineer		N/A	\$ -
9 Project Assistant / Clerk/ Typist		N/A	\$ -
10 Safety Engineer		INC	\$ -
11 Field Accounting		N/A	\$ -
12 Data Processing		N/A	\$ -
13 Field Engineering & Layout (Initial Line & Grade)		N/A	\$ -
15 Registered Surveyor		N/A	\$ -
16 Security Guard/Watchman Service		N/A	\$ -
17 Ground Transportation		INC	\$ -
18 Airline Transportation		INC	\$ -
19 Meals & Lodging		INC	\$ -
20 Personnel Moving & Relocating Expense		INC	\$ -
21 Personnel Subsistence Costs		MO	\$ -
22 Benefits for Above Personnel		INC	\$ -
23 Vacations for Above Personnel		INC	\$ -
24 Safety Incentives for Above Personnel (If Any)		INC	\$ -
25 Bonuses for Above Personnel (If any)		INC	\$ -
H QUALITY CONTROL/WARRANTY			
2 Quality Control Responsibility		INC	\$ -
20 Drug Testing & Screening (Field Personnel)		INC	\$ -
21 Safety & Quality Control Bonus Incentives		INC	\$ -
23 Systems Testing		INC	\$ -
24 Project Progress Photographs		INC	\$ -
25 Warranty Inspections Coordination		INC	\$ -
28 Prepare Operation Manuals		INC	\$ -
29 Prepare Maintenance Manuals		INC	\$ -
31 Warranty Inspections Coordination		INC	\$ -
32 Warranty Service Costs Reserves		INC	\$ -
33 Prepare Punch List(s)		INC	\$ -
I TEMPORARY FACILITIES			
1 Temporary Field Office Facility		INC	\$ -
2 Field Office Furniture & Equipment		INC	\$ -

Legend: SF = Square Foot LF = Lineal Foot WKS = Weeks N/R = Not Required LS = Lump Sum EA = Each MO = Month INC = Included			
Laramie County Detention - HVAC	Quantity	Unit	Total GC's
3 Field Office Copier(s)		INC	\$ -
4 Field Office Fax Machine(s)		N/A	\$ -
5 Field Office Computer(s) & Software	1	MO	\$ 250
6 Field Office Supplies		MO	\$ -
7 CMAR's Storage Trailers/Sheds		N/A	\$ -
8 Field Office Equip Maintenance/Repairs		INC	\$ -
10 Project Sign		EA	\$ -
11 Directional Warning Signs (Including Maintenance)		LS	\$ -
12 Bulletin Boards		INC	\$ -
13 Potable Drinking Water/Ice/Cups		MO	\$ -
15 Temporary Toilets/Sanitary Sewer		MO	\$ -
19 Safety Equipment		MO	\$ -
20 First Aid Station & Supplies		INC	\$ -
21 Handrails / Toe Boards / Opening Protection		INC	\$ -
23 Temporary Stairs		N/R	\$ -
25 Fire Extinguishers		INC	\$ -
31 Storm Water Management / Inspections / Maintenance		INC	\$ -
38 Temporary Protect Interior Materials & Finishes		LS	\$ -
39 Temporary Protect Exterior Materials & Finishes		INC	\$ -
40 Temporary Construction Doors & Hardware		N/A	\$ -
41 Job Hauling Charges		LS	\$ -
J TEMPORARY UTILITIES			
1 Temp Telephone Install Equip & Monthly Fee		N/A	\$ -
2 Telephone Expense (Long Distance Charges)		N/A	\$ -
3 Telephone Expense (Internet Charges)		N/A	\$ -
4 Cellular Phone Charges	1	MO	\$ 150
9 Electrical Power Consumption Expense		N/A	\$ -
11 Temporary Water Consumption Expense		N/A	\$ -
L WEATHER PROTECTION/TEMPORARY HEATING			
1 Remove Snow & Ice (Site)		LS	\$ -
2 Remove Snow & Ice (Building)		LS	\$ -
6 Temporary Field Office Heating Energy Cost		INC	\$ -
M ON-SITE EQUIPMENT / HOISTING (AS REQUIRED)			
1 Automobile(s) and Fuel		N/A	\$ -
2 Pickup Truck(s) and Fuel	1	MO	\$ 1,550
3 Dump Truck / Flat Bed Truck & Fuel		N/R	\$ -
6 Tires & Maintenance Cost for CMAR Equipment		INC	\$ -
8 Temporary Generator & Fuel		N/A	\$ -
17 2-Way Radio Equipment		INC	\$ -
N SMALL TOOLS & EXPENDABLE SUPPLIES			
1 Small Tools (CMAR's only)		LS	\$ -
2 Expendable Supplies (CMAR's only)		INC	\$ -
P DOCUMENT REPRODUCTION AND PRINTING			

Legend: SF = Square Foot LF = Lineal Foot WKS = Weeks N/R = Not Required LS = Lump Sum EA = Each MO = Month INC = Included			
Laramie County Detention - HVAC	Quantity	Unit	Total GC's
4 Subcontractor/Supplier Prequalification Forms		INC	\$ -
5 Bidding Instructions		INC	\$ -
6 Postage & Express Delivery Costs		MO	\$ -
7 Subcontract & Supplier Contract Agreement Forms		INC	\$ -
8 Shop Drawing Reproduction		LS	\$ -
9 Printing & Duplication Expense (Misc) (partial)		INC	\$ -
10 As-Built Documents (Mark-ups & Recording)		INC	\$ -
11 As-Built Documents (Computer Aided Drafting)		INC	\$ -
12 As-Built Documents (Printing)		INC	\$ -
15 Estimating Forms		INC	\$ -
16 Schedule Report Forms		INC	\$ -
17 Accounting Forms		INC	\$ -
18 Field Reporting Forms		INC	\$ -
19 Cost Reporting Forms		INC	\$ -
20 Special Forms		INC	\$ -
Q INSURANCE & BONDS			
2 Builder's Risk Deductable		INC	\$ -
6 Special Insurance - Machinery & Equipment		INC	\$ -
12 Workman's Compensation Insurance (CMAR's Only)		INC	\$ -
13 FICA/Medicare Insurance (CMAR's Only)		INC	\$ -
14 Federal Unemployment Insurance (CMAR's Only)		INC	\$ -
15 State Unemployment Insurance (CMAR's Only)		INC	\$ -
R PERMITS AND FEES			
24 Contractor's Licenses		INC	\$ -
S OTHER COSTS			
20 Construction Management Services		INC	\$ -
22 Weekly Project Team & Subcontractor Meetings		INC	\$ -
23 Weekly Project Meeting Minutes & Distribution		INC	\$ -
24 CMAR Overhead Cost		LS	\$ -
25 CMAR Profit & Margin		INC ABOVE	\$ -
			\$ 23,618

Preconstruction Fee - \$10,000

General Conditions - \$212,562 for 9 months

General Conditions \$23,618/mo

Construction Management Fee - 4.0%

Exhibit C (15 Pages)



**REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES
STATEMENT OF QUALIFICATIONS (SOQ)**

**LARAMIE COUNTY DETENTION CENTER
HVAC RCx MODIFICATIONS
CHEYENNE, WYOMING**

**Submittals Due
February 15, 2018**

**REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES
Laramie County Detention Center
HVAC RCx Modifications**

I. ADVERTISEMENT

Laramie County (the County) proposes to modify the existing mechanical infrastructure in the Detention Center as a result of a Retro-commissioning study completed on December 28th, 2016.

The County has retained an engineering firm to complete Construction Drawings and provide Construction Administration. The Construction Documents are 65% complete. The County seeks to retain the services of a highly qualified Construction Manager at Risk (CMAR) to provide comprehensive preconstruction and construction management services in conjunction with the selected design firm. The CMAR shall exhibit:

- Experience in successfully completing projects at or over \$3,000,000.00.
- Experience in successfully completing at least 3 projects of similar design, scope and complexity.
- Experience working with vendors, suppliers and subcontractors to procure all resources and equipment necessary to complete projects of similar design, scope and complexity.
- Experience in successfully completing projects as a single package in less than 1 year of construction.
- Experience in successfully completing projects with tenants actively conducting business and detainees housed in the building.
- Experience providing timely warranty issue resolution.

The CMAR must be completely skilled in developing schedules, preparing construction estimates, performing value engineering and value assessment, constructability and plan reviews, analyzing alternative designs, studying labor conditions, and understanding construction methods and techniques and coordinating and communicating the activities of the team throughout the construction phases. The CMAR must be completely skilled in the overall direction of the work and monitoring progress of the subcontractors, vendors and any self-performed work as required.

The County's objective is to complete the Project on time and under budget, while maintaining the County's commitment to quality, efficiency, value, innovation, sustainability, and compliance with all applicable regulatory requirements.

For additional information and to obtain RFP requirements for this project, please visit Laramie County's Site at: <http://www.laramiecounty.com> click on the link to "Project Bid Information at QuestCDN". A ten dollar (\$10.00) fee will be charged.

Proposals shall be received by the County no later than 3:00 P.M. Mountain Time, February 15, 2018.

II. PROJECT OVERVIEW

1. The Laramie County Detention Center was originally constructed in 1986. An addition was constructed in 2001. In 2017 funds were approved to construct a new addition that will be completed concurrently with this project.

Overview. In 2016, MKK Consulting Engineers, Inc. was tasked to carry out a Retro-commissioning Study Report (RCx) for the Laramie County Detention Center. This work involved a full review of the existing mechanical equipment to identify the current condition and potential for future capacity. As a result of this study, MKK was brought under contract to complete Construction Documents. This design work is ongoing.

At the end of the Schematic Design phase by MKK, they reported that the estimated cost of the project was around \$7,000,000. This amount far exceeded the planned budget of around \$3,000,000. Funded by Operation and Maintenance money currently held for the ongoing operations of the Detention Center. Ongoing work has been done to focus the scope and deliverables to fit within the desired budget.

The RCx report lists six Recommended Projects (RP-#) that would positively impact the building and reduce energy consumption, reduce operation and maintenance expenses and improve comfort and control. These Recommended Projects are:

- RP-1 Central Control System & Main Office Air Handling Unit Modifications.
- RP-2 Replace Existing Cell Pod's Multizone Units.
- RP-3 Replace Existing Kitchen HVAC Unit and Kitchen Hood Make Up Air Unit.
- RP-4 Boiler System Replacement.
- RP-5 Chiller System Replacement.
- RP-6 Variable Flow Hydronic Systems.

Additional RP's were added during Schematic Design and they are:

- RP-7 2001 Addition HVAC System Modifications.
- RP-8 2001 Addition Floors 2 & 3 Shower Modifications.
- RP-9 Basement Firing Range HVAC Modifications.

The work after Schematic Design has narrowed scope and develop efficiencies within these RP's. Not all these Recommended Projects are being carried into the Construction Document design. It will be the responsibility of the CMAR to complete the RP's in the Construction Documents in a timely and efficient manner without unnecessary interruption to ongoing services, and building operations.

Due to the Laramie County Detention Center operational capacity, funds were approved by voters to construct an addition on the existing building. This Phase II Expansion project is underway and construction will begin in the Spring of 2018 with a scheduled completion in the Spring of 2019. Design of this expansion project is currently underway and will include a five story addition on the northwest corner as well as additions in the kitchen and laundry service spaces.

Heating water, chilled cooling water loads, controls and some conditioning air to accommodate this new expansion are required to come from the existing building infrastructure. Some of this infrastructure has been in operation since 1986. Other infrastructure requires upgrades to handle the new loads.

Mechanical improvements are necessary in order to supply the required infrastructure for the function and operation of the Phase II Expansion project. It will be this CMAR's responsibility to sequence and coordinate construction so as to provide this mechanical infrastructure in a timely manner without interruption to the startup and completion of this Phase II Expansion project. It will also be this CMAR's responsibility to ensure any design information required for procurement and construction are received in a timely manner so as not to cause delays. This may require coordination and communication with the design and construction firms of the Phase II Expansion project.

a. The RP's that the CMAR will be responsible for during construction are as follows:

RP-1 Central Control System and AHU-1

- Remove the entire C-29 VAV air handling unit including evaporative cooling system from main mechanical room. Replace with a new roof top VAV air handling unit with new variable flow heating/cooling systems. Ductwork from the new unit is proposed to be routed and reconnected to existing ductwork thru an existing chase above the mechanical room.
- Existing pneumatic controls system will remain. All new equipment will be provided with DDC controls and be tied into the existing control system in the mechanical room. The removal, disconnection and/or abandonment of all existing pneumatic controls and replacement with new DDC system head-end and components are not included and are proposed for a future project.
- Existing fan powered VAV Boxes and all cooling only VAV Boxes located throughout the facility will remain.
- Existing fire/smoke dampers will remain.
- Existing baseboard heating valves will remain.

RP-3 Replace existing Kitchen HVAC Unit and Kitchen Hood Make-up Air Unit

- Remove existing C-16a Kitchen HVAC and C-16b Kitchen Hood Make-up Air units in their entirety. Replace with new air handling units with variable flow heating/cooling systems. The new Kitchen HVAC unit and Make-up Air unit will be located in the existing mechanical room. Ductwork from the HVAC and Make-up Air units will be modified as required to reconnect to existing kitchen ductwork.
- Roof mounted Kitchen Hood Exhaust Fan and Controls will remain.

RP-4 Boiler System Replacement

- Remove two existing dual fuel boiler/burners from the main mechanical room. Replace with four new dual fuel boiler/burners to provide a "N+1" redundancy in existing mechanical room (due to space limitations in existing mechanical room quantity and capacity of new boilers may change during design). New boilers will include capacity for the new proposed addition. Piping from the new boilers will be routed and reconnected to piping in the existing mechanical room and new roof top equipment thru an existing chase.
- Remove and replace the existing main primary heating water pumps with a three pump variable flow pumping system to provide a "N+1" redundancy.
- Remove and replace the 2001 addition primary heating water pumps and

combine flows with main variable flow pumping system.

- Remove the 2001 addition plate heat exchanger, glycol feeder, secondary main heating water pumps and controls. Provide new heating water system accessories, piping and controls to provide a complete combined system.

RP-5 Chilled Water System Replacement

- Remove the existing roof mounted air-cooled chiller, chilled water pumps, equipment, accessories, piping and controls. Replace with new variable flow chilled water system including a new multiple multi-stage air-cooled chiller with additional capacity for the new proposed addition and Kitchen unit(s).
- Provide with new primary chilled water pumping system to provide a "N+1" redundancy.
- Chilled water piping throughout the building will be modified to add chilled water cooling and controls to all new HVAC systems.
- Stub-outs will be provided for the addition of a future chiller and associated piping to add chilled water cooling to other HVAC systems currently on separate independent chiller systems.

RP-6 Variable Flow Systems

- Remove all secondary heating coils, heating system and cooling system pumps for all HVAC systems in RP-1 thru RP-5 above.
- Modify existing main heating and chilled water piping systems as required for new flow rates.

2. Currently, the projected construction timeframe is envisioned as follows:
 - a. Construction Start Date: April 2018 with mobilization and long lead order items in the months prior.
 - b. Construction End Date: May 2019.
3. The logistics may involve, but are not limited to the following:
 - a. Management and coordination of all subcontractors.
 - b. Coordination and management of multiple entities, including Sheriff's Office personnel, County elected officials and employees, Design Team consultants and other professionals separately contracted by the County.

III. SCOPE OF SERVICES

The CMAR must be completely skilled in developing schedules, preparing construction estimates, performing value engineering and value assessment, constructability and plan reviews, analyzing alternative designs, studying labor conditions, and understanding construction methods and techniques and coordinating and communicating the activities of the team throughout the construction phases. The CMAR must be completely skilled in the overall direction of the work and monitoring progress of the subcontractors, vendors and any self-performed work as required.

Laramie County's total construction budget is \$3.5 million which includes construction costs (not soft costs) to complete the project as scheduled by May 2019. The schedule should allow the detention center activities to proceed without interruption during construction. The CMAR selected will be expected to complete the project within the established budget and schedule.

The proposer is free to suggest changes and improvement to the following task list, but for this request it is assumed that these tasks will be completed.

A. PRECONSTRUCTION PHASE

The CMAR shall be responsible throughout the Pre-Construction and Construction Phases for carrying out the following tasks:

1. **SCHEDULING:** The Design Team's scope of work includes preparation of a complete design and an initial conceptual construction schedule. This schedule identifies critical milestone dates through the selection period for the construction contractor.

The CMAR will work closely with the County, its representatives, and the Design Team to jointly finalize the schedule. This schedule shall show all activities necessary to complete all aspects of the design requirements and indicate how bid packages can be developed in a phased manner and shall show all construction activities through the issuance of final certificate(s) of occupancy. The CMAR shall develop and maintain a comprehensive schedule of all project activities, including:

- Design progress,
- Organization of Bid Packages,
- Key Decision milestones,
- Sequence of all tasks,
- Construction sequence,
- Critical path items, and
- Long lead items.

The level of detail required shall be commensurate with the purpose and as agreed in advance with the County, its representatives and the Design Team.

Working with the County, its representatives, the Design Team and potential subcontractors, the pre-construction manager will determine long lead items and critical path tasks for completion of the Project in the allotted time frame. Interface requirements with utilities and any other third party organizations will be noted and any phasing of bid packages will be shown. The preconstruction manager will evaluate site constraints, regulatory requirements, material and equipment deliveries, and workforce availability in establishing this schedule.

The CMAR, the County, its representatives and the Design Team shall suggest and facilitate an alternative procurement approach for specialty or long-lead services and materials where there is clear benefit to the County with respect to improving design and minimizing cost and risks.

2. **CONSTRUCTABILITY REVIEW:** The pre-construction manager will continuously and proactively provide constructability, bid ability and cost input to the Design Team and the Owner. The pre-construction manager will provide, at a minimum, review of the design and construction documents for constructability and prepare a formal list of comments to be reviewed and coordinated with the County, its representatives and the Design Team at Project Team Meetings. The sequence of construction, efficient use of construction materials, labor and construction sequencing of building systems are all to be considered in this review. The pre-construction manager will enlist subcontractor's participation in this review process to determine material lead times and material tolerances and constructability issues within the documents in order to avoid future conflicts during

construction. The pre-construction manager will continuously and proactively make recommendations to the Design Team regarding design documentation and detailing.

3. **BUDGET:** The pre-construction manager will include development and implementation of an effective system of project cost control. The pre-construction manager will participate in a collaborative reconciliation effort with the Design Team's cost estimate and his own cost estimate to ensure that all building systems costs are included and realistic in the Project budget. The pre-construction manager will develop and produce a Project Construction Budget which will show actual costs for activities by project phases in process and estimates for uncompleted tasks and provide detailed cash flow reports and forecasts acceptable to the County, its representatives and the Design Team.

The contractual Guaranteed Maximum Price (GMP) shall be established based on conditions and assumptions at the completion of the 75% Construction Documents for each component of the work. The GMP will be the sum of the cost of work and the construction manager's fee.

4. **REVIEWS:** The CMAR will conduct reviews as progress documents are prepared by the County and the Design Team as follows:
 - a. Formal Reviews shall occur for each portion of the work at the completion of
 - 65% Construction Documents.
 - 80% Construction Documents.
 - 100% Construction Documents.
 - b. For formal review shall include:
 - A technical review.
 - Budget reconciliation.
 - Review of the Sequence and Schedule.
 - c. Means & Methods will not be part of the Design Review

5. **BIDDING:**

The CMAR will prepare pre-qualification criteria for bidders and develop subcontractor interest in the Project. The County, its representatives and the Design Team shall have full review of the pre-qualification criteria and may provide additional requirements.

The CMAR will be responsible for identification, preparation, distribution, and management of bidding packages to meet the goals of the project.

At the completion of the 90% Construction Documents, for each component of the work, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Develop and produce Material, Subcontractor and labor Sourcing Plan acceptable to the County and the Design Team. Receive competitive sealed bids on the Work from various subcontractors and material suppliers. The bids shall be opened in public following reasonable public notice. Analyze all bids, review them with the County, its representatives and the Design Team, and make recommendations for awards.

B. CONSTRUCTION PHASE

The CMAR shall be responsible to supervise the work of the subcontractors and coordinate the Work with the activities and responsibilities of the County, its representatives and the

Design Team in order to complete the Project in accordance with the County's objectives of cost, time and quality. Carrying out the following tasks,

1. **PROJECT TRACKING:** The Architect may use a web based project collaboration system. If the CMAR requests the use of another web based system, the following procedure and conditions shall apply:
 - a. The Architect shall demonstrate the capabilities of their selected system. If the CMAR finds it acceptable, the Architect's system shall be utilized at no additional cost to the Owner.
 - b. If the CMAR requires the use of an alternative system, the CMAR shall be responsible for converting RFIs to an acceptable electronic text format and emailing them to the Architect. The Architect shall respond to such RFIs electronically utilizing email and shall use Project Tracker to track RFIs internally. The CMAR will be responsible for merging the Architect's electronic responses into its system. This approach will be at no additional cost to the Owner.
2. **PROJECT CONTROL:** The CMAR will maintain a competent full-time staff, including Preconstruction staff, at the Project site to coordinate, provide overall direction of the Work, and monitor progress and capabilities of the subcontractors and vendors ensuring that excellent work is performed that is timely, safe and in accordance with contract, budget, specifications, local laws and regulatory requirements.

The CMAR's project manager will develop and implement reporting systems, including procedures for shop drawings and submittals, and regular daily and monthly reports that are acceptable to the County and the Design Team

Project manager and superintendent will conduct regular project meetings, coordinate the activities of the team, identify outstanding issues and ensure appropriate follow-up acceptable to the County and the Design Team.

3. **SAFETY:** The CMAR will establish procedures and measures for the safety and security of persons and property at and around the Project site. Maintain a logistics operation safety plan designed to mitigate the impact of construction on pedestrians, vehicular traffic, and building occupants. CMAR will also develop and produce a Worker and Public Safety Plan acceptable to the County and the Design Team.
4. **SCHEDULE:** The pre-construction manager, project manager and superintendent will participate in updating in detail the project schedule, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples and delivery of products requiring long lead-time procurement. Include the County's phasing occupancy requirements in all schedules showing portions of the Project having occupancy priority. Identify potential variances between scheduled and probable completion dates. Review adjustments in the schedule to meet the scheduled completion date. Provide detailed schedule reports acceptable to the County and the Design Team.
5. **COST CONTROL:** The CMAR's pre-construction manager, project manager and superintendent will participate in the management of the approved Project Budget. The CMAR will implement an accounting system for effective fiscal control, showing actual costs for activities in process and estimates for uncompleted tasks. Implement a system for the expeditious review and processing of cost changes, and subcontractor payments.

Submit cost estimate, status report and cash flow forecasts with budget recommendations acceptable to the County, its representatives and the Design Team.

6. **QUALITY CONTROL:** The CMAR's project manager and superintendent will conduct regular quality control meetings, identify outstanding issues and ensure appropriate follow-up.
7. The CMAR will train field personnel to discern good workmanship from poor workmanship and reject substandard work even before the task has been completed.
8. The CMAR will develop and produce a Quality Control Plan acceptable to the County, its representatives and the Design Team.

C. POST CONSTRUCTION PHASE

1. The CMAR will coordinate the submission of operating maintenance manuals, warranties and guarantees, instruction manuals, as-built drawings, attic stock, keys, and other items acceptable to the County, its representatives and the Design Team.
2. The CMAR shall provide qualified, prepared instructors for all training, plus all necessary material to train all personnel occupying the building. The training should be aimed in providing the County staff the means to perform all corrective, scheduled and preventative maintenance of all equipment and systems provided and installed as part of the Work. The CMAR shall provide videotaped training sessions for future use by the County for critical sessions such as HVAC, fire alarm and emergency power.
3. During the one-year warranty period perform four quarterly warranty inspections to ensure that defective work is corrected. Review with County staff operations and maintenance of all equipment and systems. Attend four quarterly warranty review meetings with the County and the Design Team.

IV. FEE, RATES, and ESTIMATED COSTS:

The services of the CMAR will be complete under a *Cost-plus-fixed-fee contract*. CMAR firms responding to this Request For Proposal will provide a proposal with a fixed fee for **preconstruction, construction, and post construction services** and an *Estimated Sum for General Conditions*, specifically:

1. Construction Management Fee, as a percentage (%) of Construction Costs.
2. Fixed Fee for all Pre-Construction Services.
3. Itemized, detailed listing of what is included in the General Conditions and General Requirements.
4. Schedule of Rates to be used throughout the duration of the Project.

Direct Project Construction cost will be managed per Item III.A.3 *Project Construction Budget* and will be competitively bid by Project phase.

The CMAR shall be selected based on SOQ and fee. Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to move to the next firm and negotiate a contract.

V. INSTRUCTIONS TO RESPONDENTS

SUBMISSION: In order to be considered, Statements of Qualification must arrive at the address below by 3:00 P.M. Mountain Time, **February 15, 2018**. Submitters shall submit five (4) signed originals of their completed statement of qualifications in hard copy and two (2) forms of digital media (flash drive) containing an electronic copy in a single PDF file to the County at the following address:

Laramie County Public Works
Attn: Rob Geringer
13797 Prairie Center Circle
Cheyenne, WY 82002

Please include the following reference on the face of your envelope, or as the subject of your request:

**CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES
STATEMENT OF QUALIFICATIONS (SOQ)
Laramie County Detention Center
HVAC RCx MODIFICATIONS
Cheyenne, Wyoming**

It is the responsibility of the Respondent to ensure that their responses are received in the above offices on or before the submission date and time. Respondents mailing RFP copies or sending copies via overnight or express delivery are solely responsible to allow sufficient delivery time to ensure receipt by the date and time specified.

CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, a notice of any clarifications will be e-mailed to each Respondent who received the original RFP via the required website. It is the responsibility of Respondents, prior to submission date, to inquire as to addenda issued and to ensure their response reflects any and all changes. The County will maintain a register of holders of this RFP via the required website.

- Response to any Respondent's inquiries will be made by the County in a timely manner to all known prospective Respondents. All request for clarification shall only be received by Laramie County Public Works via email at the following address: bhornok@laramiecounty.com
- Clarification Requests shall include in the subject line of the email: Request for Clarification HVAC RCx Modifications.

INCURRING COSTS: The County is not liable for any cost incurred by respondents prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.

RFP CANCELLATION: The County reserves the right to cancel this Request for Proposal at any time, without penalty and without explanation.

NON-DISCRIMINATION: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, or sexual orientation.

AVAILABILITY OF FUNDS: Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

VI. STATEMENT OF QUALIFICATIONS

SOQs shall not be voluminous, but shall provide sufficient information to allow the Owner to evaluate the firm's approach, experience, staff and availability.

The proposer shall:

1. Have the SOQ signed by an officer of the proposing firm with the authority to commit the firm.
2. Responders shall provide information on the firm's experience on projects of similar size, function, complexity, similar type of construction and contract dollar amount. Describe no more than five (5) and no less than three (3) projects, including detention centers, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand. These project descriptions shall include:
 - a. Project owner, contact name, telephone number and address.
 - b. List the name of the Designer/Engineer that your company worked with and describe the relationship and roles that existed to accomplish the goals of the Owner. Provide contact name, current telephone numbers and addresses.
 - c. Specify amount of work sub-contracted vs. self-performed.
 - d. List the MEP subcontractors used on the project.
 - e. The value of the initial construction cost by the Owner, the initial estimate/bid by the company, and final construction cost - with a brief summation of the cost increases.
 - f. Original contract construction duration and actual duration – with details of reason, if any, project durations extended beyond the original completion date.
 - g. Brief description of project and physical description (square footage, number of stories, site area)
 - h. Services performed by your firm and (if multiple offices) the location of the office involved.
 - i. Provide Owner-written letters of reference/recommendation about the firm's performance on the project.

Responders shall be clear with respect to the:

- Company's credentials
 - The local office's credentials, and
 - The project team's credentials
3. Indicate your ability to bond a project of approximately \$3,000,000, starting construction in April 2018, evidenced by a letter from your bonding company.
 4. List key personnel noted below to be assigned to this project, what their roles will be, and how they will be committed to the project (by phase if applicable). By listing personnel, the CMAR agrees to make the personnel listed available to complete work on the contract at whatever

level the Project requires. Personnel changes will be reviewed by the County to assure the replacement is equally qualified and has adequate experience. Provide resumes of all of the key staff including:

- a. Principle-In-Charge
- b. Project Manager
- c. Pre-construction Manager
- d. Site Superintendent
- e. Chief Estimator
- f. Chief Scheduler
- g. General Foreman
- h. Compliance Officer and
- i. Any other key staff that your team considers key to your operation.

Resumes should include 10 years of experience, licenses, certifications and other relevant information. ***Note: the County will only allow changes in key personnel when caused by circumstances outside the control of the Contractor (i.e. employee leaves employment with the CMAR). Changes in key personnel for the convenience or benefit of the CMAR will not be allowed. Key personnel will consist of the list presented.*** Resumes will be considered strong and relevant where they demonstrate for each listed individual:

- Understanding of MEP projects
 - Have successfully worked on at least two detention projects
 - Project experience on comparable projects with respect to value and complexity
 - Have strong personal references
 - Longevity with the firm
5. Discuss your firm's scheduling, estimating, value engineering, and bidding experience, expertise and specialized tools. Demonstrate your estimating expertise using actual data from past projects.
 6. Discuss your firm's capabilities to meet time and project budget requirements and ability to perform the work taking into account your current and projected project workload.
 7. Explain your plan to protect the interest of and be an advocate for Laramie County during the project.
 8. Special Qualifications. Describe what unique or extraordinary skills or qualifications your firm brings to the project. How would selection of your firm add value to the project?
 9. Identify the location of your primary place of business.
 10. Provide fee structure and information per section IV FEE, RATES, and ESTIMATED COSTS.

VII. PRE-SUBMITTAL WALK-THROUGH:

A walk-through of the facility will be conducted on **August 9 at 1:30 p.m.** The walk-through is not intended to be an exhaustive tour that explores all existing conditions but will offer an opportunity to see a portion of the facility and ask questions. This is not required as part of the RFP. For security purposes, interested participants are required to notify the County no later than 24 hours in advance of the tour by sending names to bhornok@laramiecounty.com. Participants are asked to arrive at the facility by at least 1:20 pm.

VIII. EVALUATION:

Selection of a CMAR will be based solely on the response to this RFP. Interviews will not be conducted. The firms submitting proposals will be ranked, and the committee will then recommend the firm most qualified and within the best interest of the County. The anticipated date of notification of the selected firm is **August 18, 2017**.

The following selection criteria will be the basis of decision:

1. Qualifications of the firm in construction and similar project construction;
2. Overall fee;
3. Qualifications of the key personnel;
4. Understanding of the concept of this project and the anticipated role of the pre-construction manager;
5. Ability to succeed on contracts in terms of quality control and schedule;
6. Safety management and accident prevention;
7. Current and prospective workload; capacity to accomplish the work on time;
8. CMAR's ability to manage the coordination process throughout the project;
9. Ability to perform collaboratively within the Project Team (Pre-Construction Management Team, Construction Team, Design Team, Laramie County and its representatives)

IX. INTERVIEWS

Not used.

X. ADDITIONAL CONDITIONS

1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent's response to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.

2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion

3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best

interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful Respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).

5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.

6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If a respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement that the CMAR monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute WS 16-6-101 et seq.

9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipt of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for a copy of the RFP and addenda.

10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material

to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.

11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.

12) If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.

13) By submitting in response to this RFP, respondents agree and understand that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

ADDITIONAL INFORMATION

For additional information, including the Retro-commissioning Report for this project, please visit Laramie County's Site at: <http://www.laramiecounty.com> click on the link to "Project Bid Information at QuestCDN". A ten dollar (\$10.00) fee will be charged.

END OF DOCUMENT

Exhibit D (3 Pages) Insurance Requirements
CMAR FCI on Detention Center HVAC Upgrades 2018

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, and endorsed with Stop Gap coverage providing Employers Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Umbrella or Excess Liability:** Contractor may achieve required limits and coverage for Commercial General Liability, Employers Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such combination results in same or greater required limits and coverage, and in no event shall any excess or umbrella liability insurance provide narrower coverage than primary policy. Excess policy shall not require exhaustion of underlying limits only through actual payment by underlying insurers.
4. **Workers Compensation** as required by the State of Wyoming, with Statutory Limits.
5. **Professional Liability** (*required when Contractor provides design services*) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Contractor maintains broader coverage and/or higher limits than minimums shown for insurance, including but not limited to umbrella or excess liability insurance, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or, if later revision than 11 85 used, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms).**
2. **For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.**
3. **Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.**

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. **The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.**
2. **Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.**
3. **If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.**
4. **A copy of the claims reporting requirements must be submitted to the Owner for review.**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Owner.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received by the Owner within 2 weeks of work commencing. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors, contractors, or consultants maintain same insurance meeting all requirements stated herein. Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

page 3

APPROVED AS TO FORM:



Laramie County Attorney's Office

NOT APPROVED AS TO FORM:

Laramie County Attorney's Office

COMMENTS: _____

