

### BOARD OF TRUSTEES' FACILITIES CONTRACTING COMMITTEE MATERIALS

10:00 a.m. May 12, 2021

#### AGENDA FACILITIES CONTRACTING COMMITTEE May 12, 2021 \*\*10:00-12:30\*\*

**Executive Session**: There will be an Executive Session. Five topics. (\*\*Note\*\* See separate executive session agenda from Melanie and materials from Tara/Melanie.)

**\*\*Note\*\*** In order to reserve enough time for the public meeting the Executive Session will be limited to 30 minutes at the start of the Facilities Comm. meeting. If we don't finish, the remaining items will be moved to the June meeting, or if necessary, another Executive Session will be scheduled.

#### **Regular Meeting:**

May 2021 Trustees Facilities Contracting Committee and Full Board Public Session:

1.	Housin	g and Parking Garage: (60 Minutes)
	a.	Recommendation to approve Housing/Dining Exterior
	b.	Recommendation to approve: Housing/Dining Interior
	c.	Recommendation to approve: Ivinson Parking Garage Exterior
	d.	Information Only- Stone selection and purchasing update
2.	Housing Related Items: (30 Minutes)	
	a.	Consideration and Action: Housing Architect Amendment Expanded Site Scope 58
	b.	Consideration and Action: Housing Architect Amendment Extended Contract 59
	с.	Consideration and Action: Wyoming Hall 15th Street Utilities Change Order 60
	d.	Consideration and Action: Contract Amendment for Landscape Architect for the Lewis
		Street Corridor
3.		eration and Action: Corbett Construction Contract Change Order
4.	Consid	eration and Action (2 <sup>nd</sup> Pass, action): Southeast Regional Center Lease Extension with
	Laramie County Community College	
5.		eration and Action: (2 <sup>nd</sup> Pass, action) Carbon Power & Light Easement Request at the
	Livesto	ock Center
6.		ation Only Items: (30 Minutes)
		Information Only: Bus facility – WDOT funding – Trans-park funding match100
	b.	Information Only- State Capital Construction Requests for 2022 Legislative Budget
		Session—(Budget and Facilities Committees review/approve a revised capital
		construction request and make recommendation to the full BOT) (Also on Budget
		Committee Agenda)
	с.	
	_	Agenda)
	d.	Information Only: Pilot Hill Update
7.	Other	
	a.	Capital Construction Report

#### FACILITIES CONTRACTING COMMITTEE

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Student Housing Exterior Design, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

Attachments/materials are provided in advance of the meeting.

#### EXECUTIVE SUMMARY:

University Regulation 6-9 requires an Exterior Design Advisory Committee (EDAC) to be developed for capital construction projects. The committee is chaired by a Trustee and is charged with ensuring the design of the facility is consistent with the architectural context of the University and that the project conforms to the Campus Master Plan and Historic Preservation Plan. Once the process is complete, the EDAC makes a recommendation to the Board's Facilities Contracting Committee who upon approval makes a recommendation to the full Board for approval. Phase 1 of the Student Housing and Dining project will consist of the construction of 1,000 beds of freshman housing, an 850-seat dining facility, associated landscaping and civil infrastructure improvements.

The Student Housing Exterior Design Advisory Committee has met several times to discuss the exterior design of the Phase 1 of the Student Housing and Dining project. On May 12<sup>th</sup>, the Facilities Contracting Committee will review the changes that were requested at the final Exterior Design Advisory Committee meeting on April 1<sup>st</sup> as well as the changes that the Facilities Contracting Committee requested at their April 8<sup>th</sup> meeting. The attachments will be received May 7<sup>th</sup> and will show the proposed exterior design as approved by the Student Housing Exterior Design Advisory Committee.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, the exterior design of all new or renovated facilities require Board of Trustee approval prior to proceeding with subsequent design phases.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the Student Housing exterior design as recommended by the project's Exterior Design Advisory Committee and authorize Administration to proceed with the design and construction documents.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to approve the exterior design of the Student Housing project as recommended by the Exterior Design Advisory Committee and authorize Administration to proceed with the design and construction documents".

#### FACILITIES CONTRACTING COMMITTEE

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Housing Interior Design and Program, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

Attachments/materials are provided in advance of the meeting.

#### EXECUTIVE SUMMARY:

University Regulation 6-9, III., F., requires Administration to provide an interior design and program report for all capital construction projects. The report must be submitted to the Board's Facilities Contracting Committee prior to proceeding with the Design Development phase of the project. Once approved, no changes to the interior design can be made except upon prior approval of the Board. Phase 1 of the Student Housing and Dining project will consist of the construction of 1,000 beds of freshman housing, an 850-seat dining facility, associated landscaping and civil infrastructure improvements.

The Facilities Contracting Committee has provided recommendations to the architect regarding the interior of the new Student Housing and Dining project. On May 12<sup>th</sup>, the Facilities Contracting Committee will review the changes that were requested at the Facilities Contracting Committee April 8<sup>th</sup> meeting. The attachments will be received May 7<sup>th</sup> and will show the proposed interior design and program recommendations.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, the interior design and programing of all new or renovated facilities require Board of Trustee approval prior to proceeding with subsequent design phases.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the interior design and program and authorization for Administration to proceed with the design and construction documents.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to approve the interior design and program for the Student Housing project and authorize Administration to proceed with the design and construction documents".



# University of Wyoming Residence Halls & Dining

Board of Trustees Schematic Design May 13, 2021

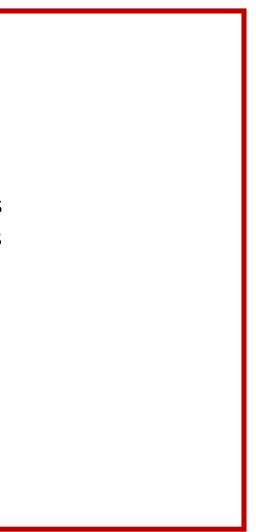
## Agenda

### 1. Exterior Design

- 1. Site Plan
- 2. Campus Views
- 3. North Hall Views & Elevations
- 4. South Hall Views & Elevations

### 2. Interior Design & Program

- 1. North Hall Floor Plans
- 2. South Hall Floor Plans
- 3. Dining Hall

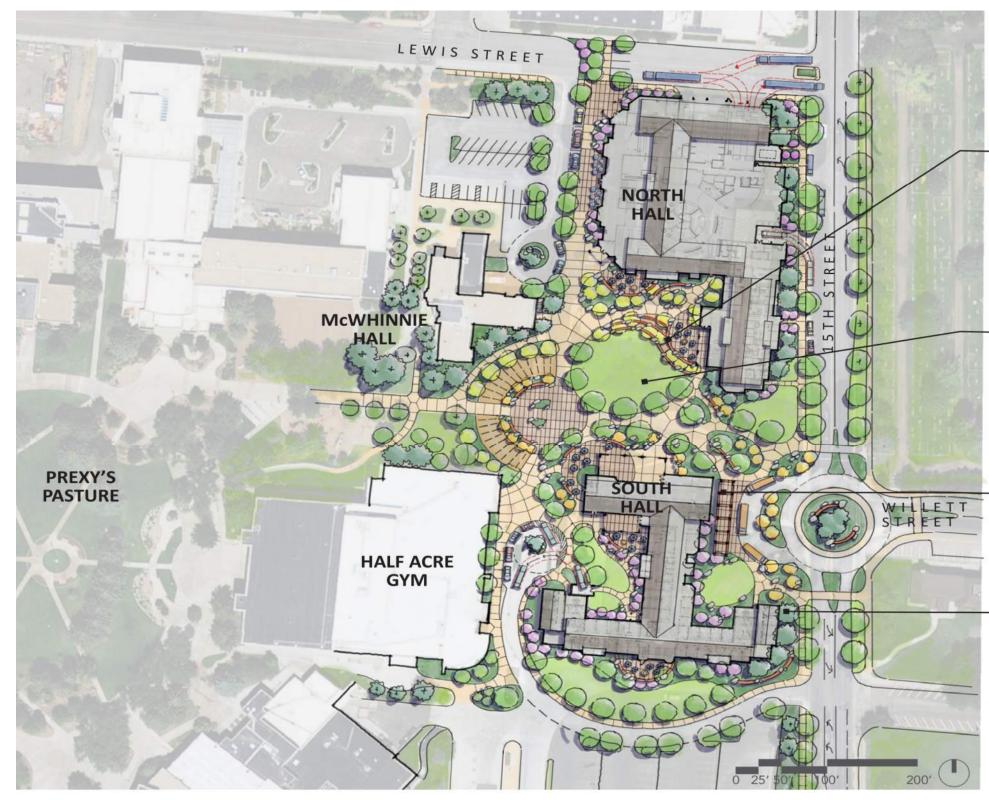




## **Exterior Design** Campus & Aerial Views

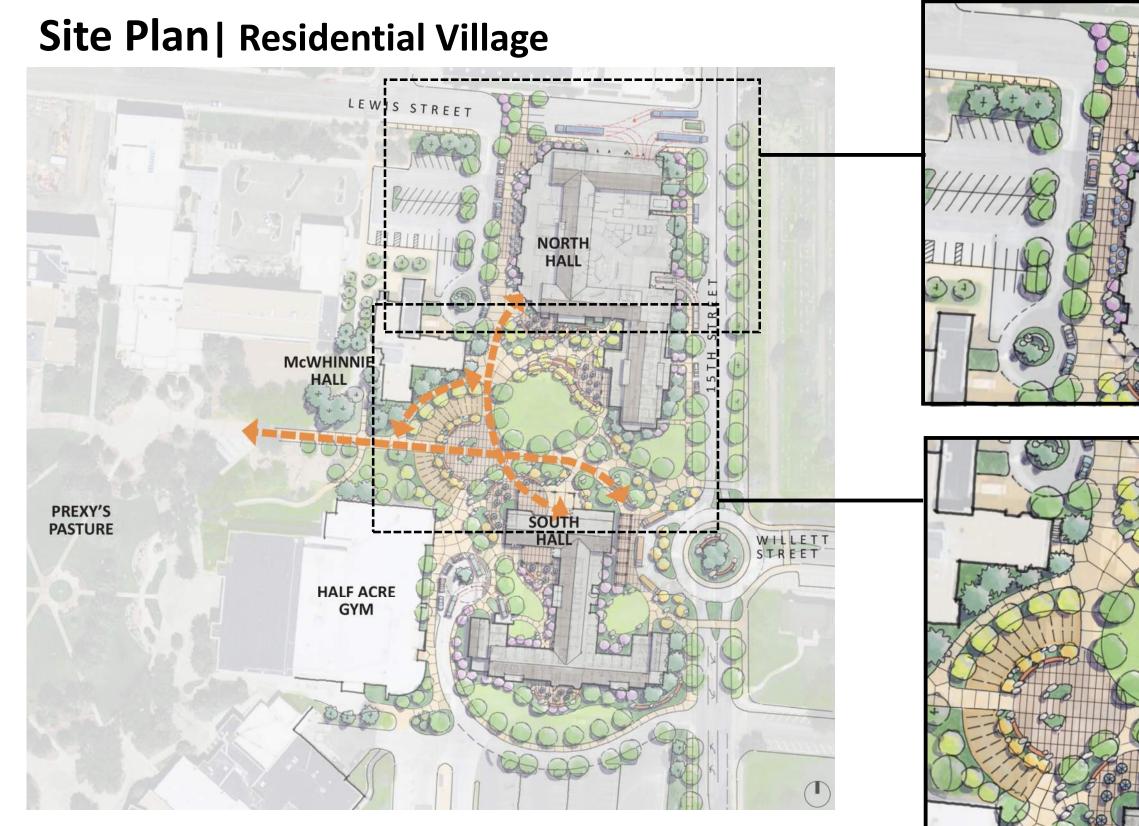


### **Site Plan** | Residential Village





### SITE PLAN



Key Circulation & Connections



Loading Area Enlargement



Dining and Gateways Enlargement





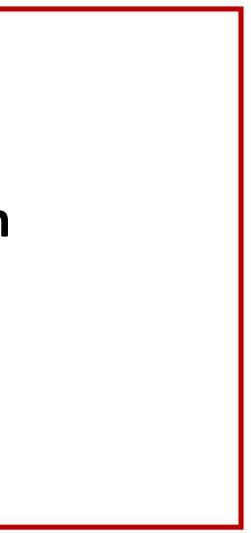








## Exterior Design North Hall

















## **Roof Deck Options | North Hall Patios**

- Possible Add-Alternates for Pricing:
  - Includes Additional Structure for Future Patios
    - The Alternates would not include doors in the exterior wall, paving systems, patio fencing, exterior lighting or other items needed to fitout an exterior patio.
  - Dining Patio Above Dining
    - Stairs and elevators would need to be added to the interior to provide code-compliant emergency egress and ADA accessibility.
  - Dining Patio Above Entry Vestibules
    - Second floor dining could open to an exterior patio on either the North or South side.





North Hall – West Elevation



North Hall – South Elevation



North Hall – East Elevation

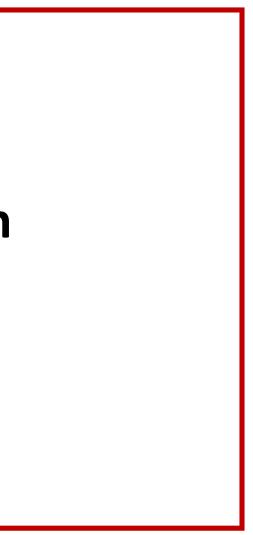


North Hall – North Elevation





## Exterior Design South Hall





View of South Hall - looking Southeast







I I T 1 View of South Hall - looking Northwest





South Hall – West Elevation



South Hall – South Elevation

Facilities Contracting Committee Materials 05/12/21



South Hall – East Elevation

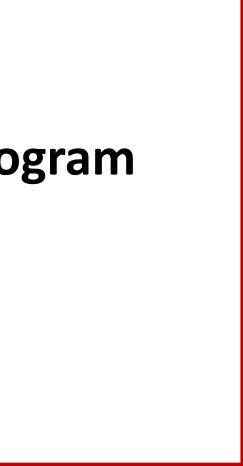


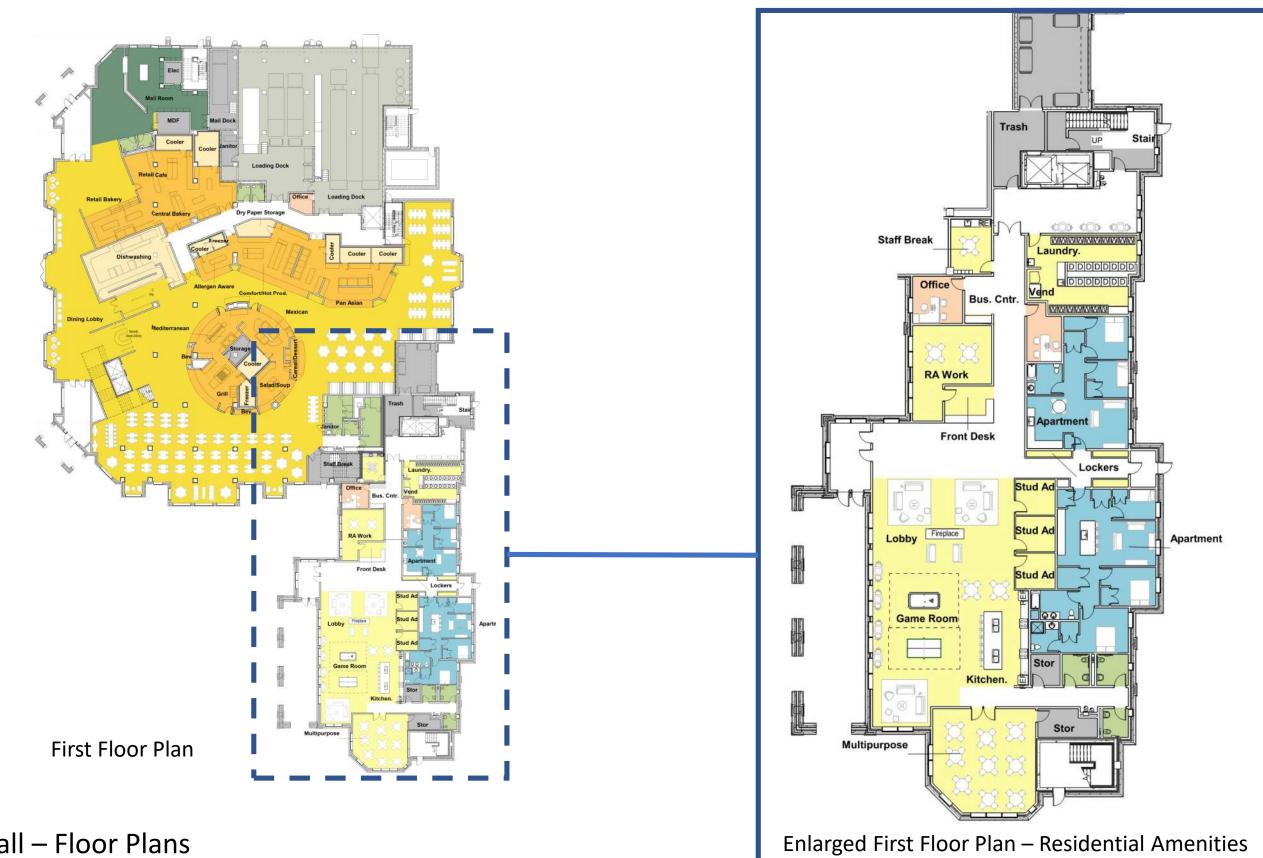
South Hall – North Elevation

Facilities Contracting Committee Materials 05/12/21

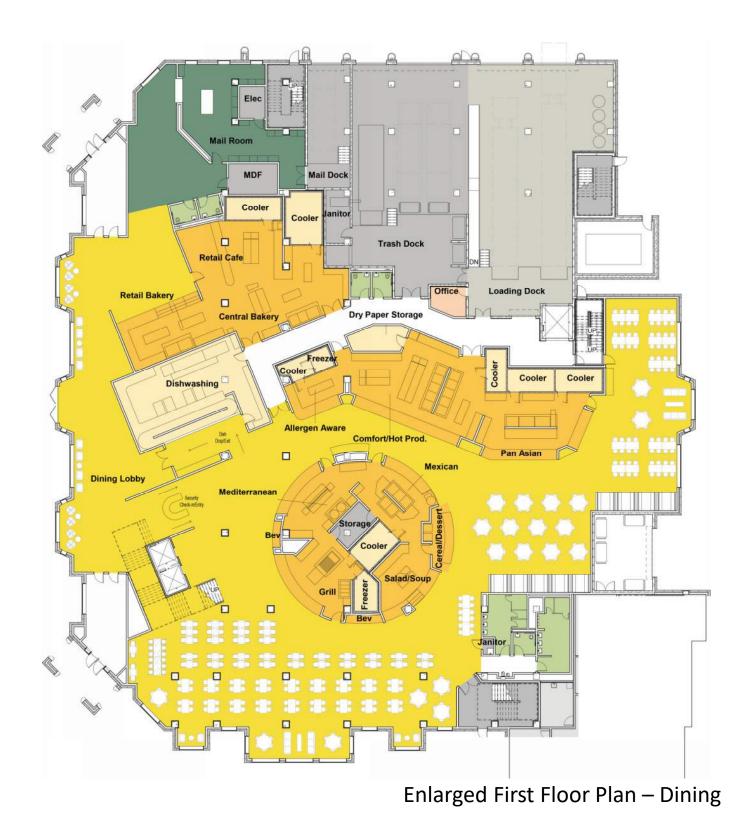


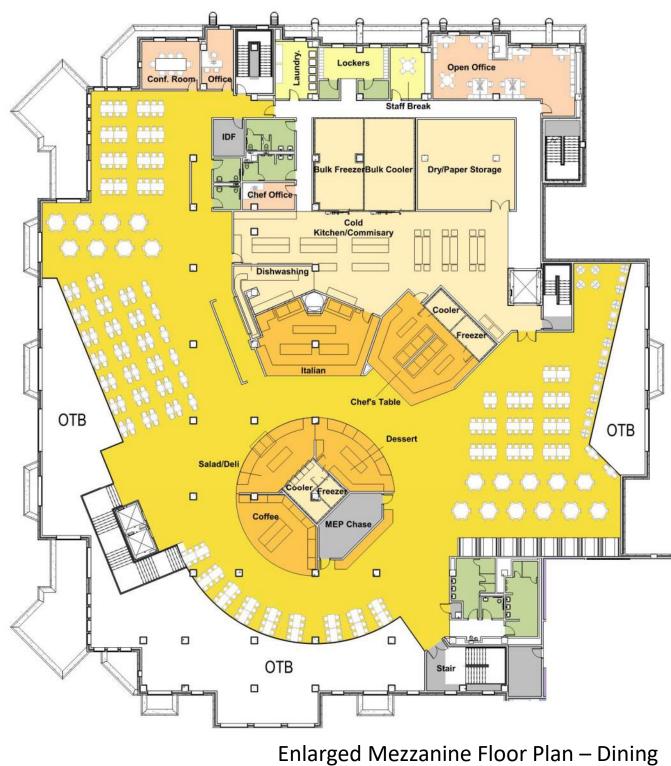
# Interior Design & Program North Hall





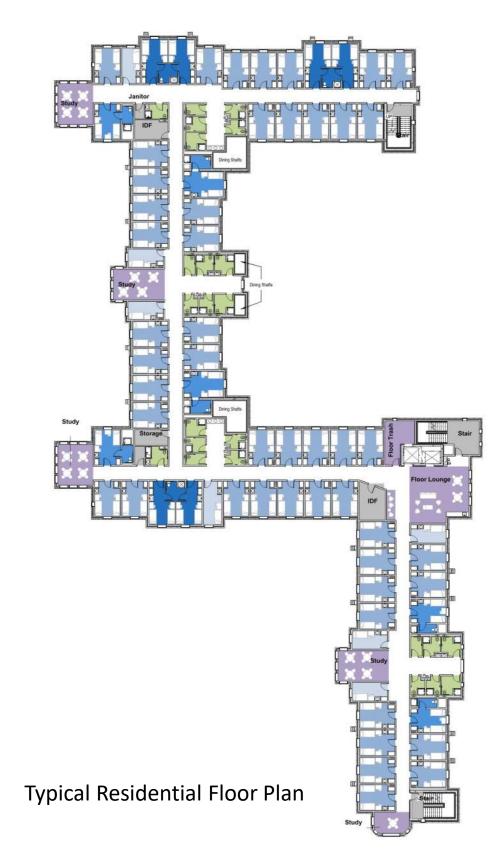
North Hall – Floor Plans

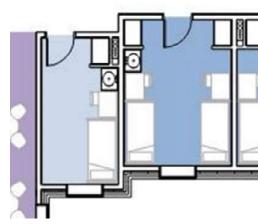




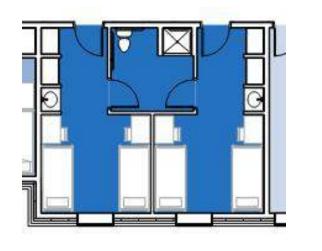
# North Hall – Floor Plans











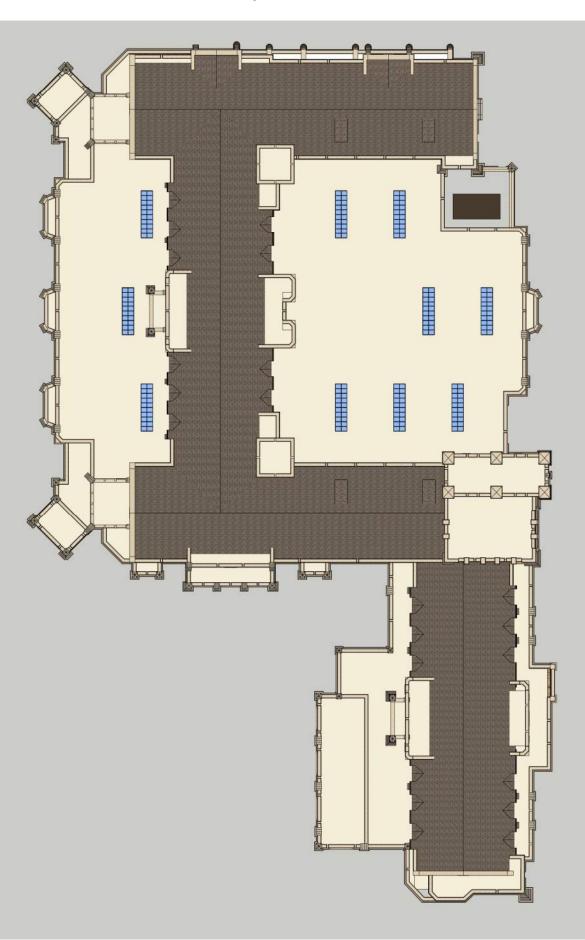
North Hall – Floor Plans



# Typical Double and Single Room

# Two Bed Semi-Suite

Four Bed Semi-Suite

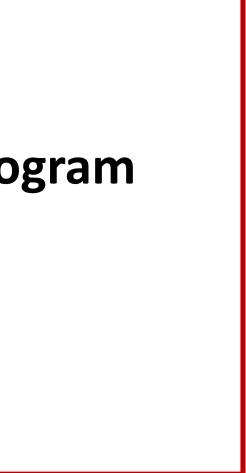


North Hall – Roof Plan

Facilities Contracting Committee Materials 05/12/21



# Interior Design & Program South Hall

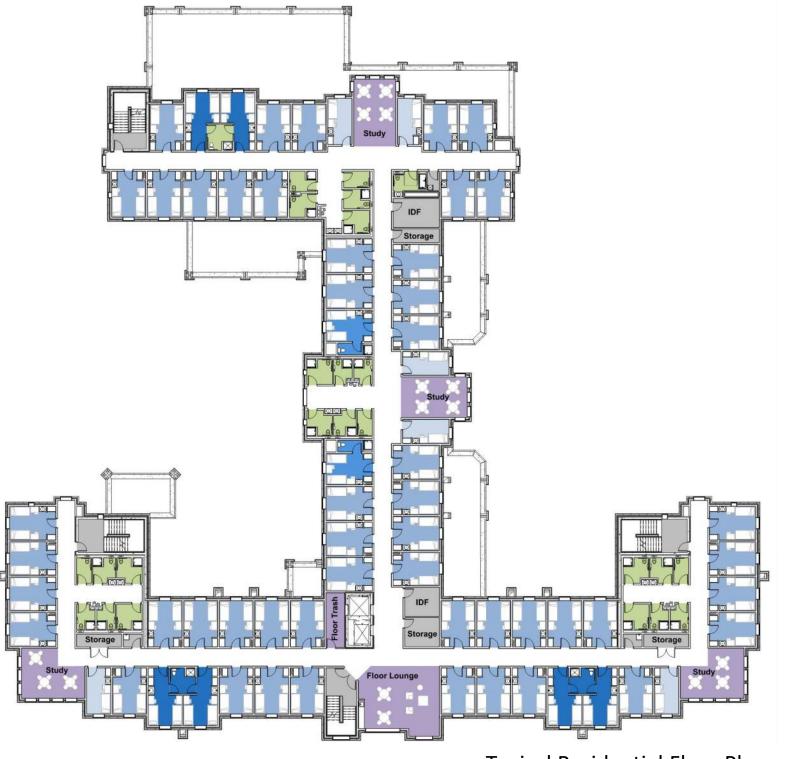


Kitchen Mech Game Room Stu. Ad. Stu. Ad. Multi-Purpose W Front Desk RA Work Room Apartmen Offic Off Laundry Floor Trash Elec Stu. Ad. Stu. Ad. 心影 MDF JUU 00 Floor Lounge

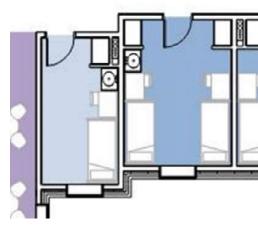
South Hall – Floor Plans

First Floor Plan

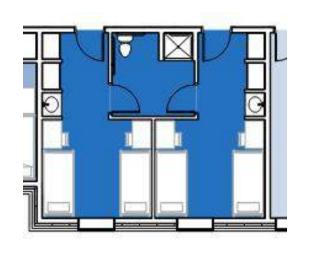
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Typical Residential Floor Plan







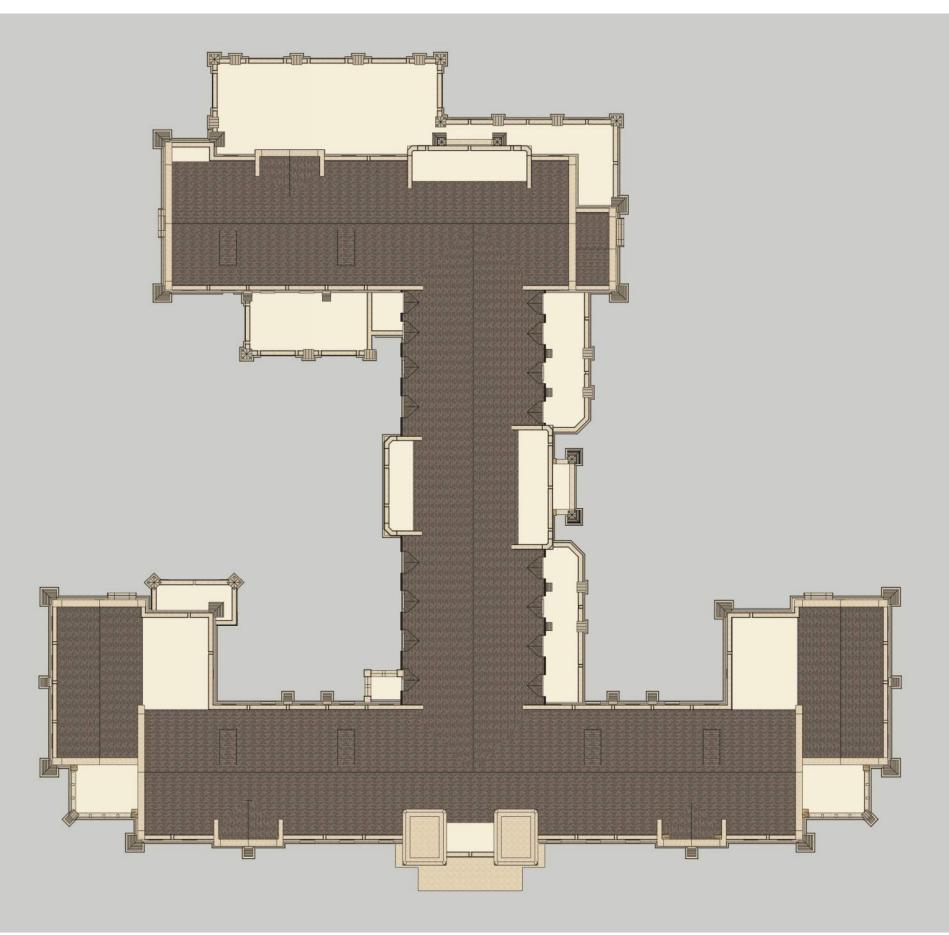
South Hall – Floor Plans



# Typical Double and Single Room

# Two Bed Semi-Suite

Four Bed Semi-Suite



South Hall – Roof Plan



# University of Wyoming Residence Halls & Dining

Thank you!

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Ivinson Parking Garage Exterior Design, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

Attachments/materials are provided in advance of the meeting.

#### EXECUTIVE SUMMARY:

University Regulation 6-9 requires an Exterior Design Advisory Committee (EDAC) to be developed for capital construction projects. The committee is chaired by a Trustee and is charged with ensuring the design of the facility is consistent with the architectural context of the University and that the project conforms to the Campus Master Plan and Historic Preservation Plan. Once the process is complete, the EDAC makes a recommendation to the Board's Facilities Contracting Committee, who upon approval, makes a recommendation to the full Board for approval.

The Parking Garage Exterior Design Advisory Committee met in 2020 and meet on April 6<sup>th</sup> to provide a recommendation for the Exterior of the Ivinson Parking Garage to the Facilities Contracting Committee. On May 12<sup>th</sup> the Facilities Contracting Committee will review the changes that were requested at the Facilities Contracting Committee April 8<sup>th</sup> meeting. The attachments will be received May 7<sup>th</sup> and will show the proposed Exterior of the Ivinson Parking Garage.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, the exterior design of all new or renovated facilities require Board of Trustee approval prior to proceeding with subsequent design phases.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval of the Ivinson Parking Garage exterior design as recommended by the project's Exterior Design Advisory Committee and authorize Administration to proceed with the design and construction documents.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to approve the exterior design of the Ivinson Parking Garage as recommended by the Exterior Design Advisory Committee and authorize Administration to proceed with the design amendments and construction documents".

# **UNIVERSITY OF WYOMING**

# **IVINSON PARKING GARAGE**

EXTERIOR DESIGN PRESENTATION

MAY 12, 2021

cting Committee Materials 05/12/21

# **Building Exterior Design**





Facilities Contracting Committee Materials 05/12/21

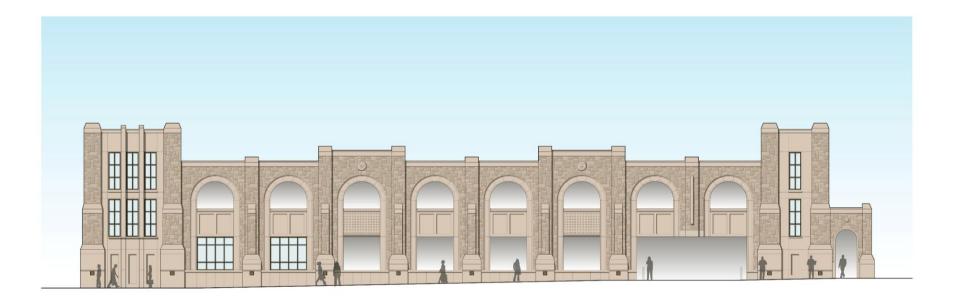


# IVINSON AVENUE ELEVATION





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# 10<sup>TH</sup> STREET ELEVATION





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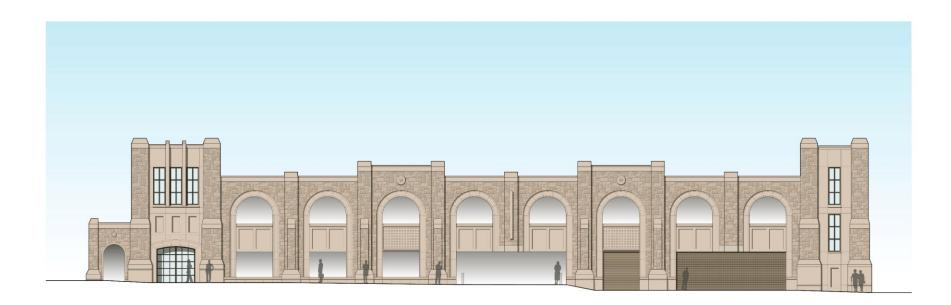
Facilities Contracting Committee Materials 05/12/21



# GRAND AVENUE ELEVATION







# 11<sup>TH</sup> STREET ELEVATION





Facilities Contracting Committee Materials 05/12/21

SOUTHEAST PERSPECTIVE

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# NORTHWEST PERSPECTIVE





#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Housing Architect Amendment Expanded Site Scope, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

□ *Attachments/materials are provided in advance of the meeting.* 

#### EXECUTIVE SUMMARY:

In March of 2020, the Board authorized Administration to execute an agreement for Level 3 design and construction services for Phase 1 of the Student Housing and Dining project. Phase 1 will consist of the construction of 1,000 beds of freshman housing, an 850-seat dining facility, associated landscaping and civil infrastructure improvements. Prior to beginning the Exterior Design Advisory Committee process for the site and landscape design, Administration proposes an amendment to the architectural agreement to include additional site scope. The additional scope includes the Union Lawn directly east of the Wyoming Union, the round-about proposed at 15<sup>th</sup> Street and Willett Drive and the relocation of the Union transit stop to the intersection of 15<sup>th</sup> Street and Willett Drive. This additional scope results in an increase in the amendment with alm2s of \$119,420. This increase is proposed to come from the Housing Reserve account. This would be a reimbursable amount from the bond issuance for student housing.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, consultant agreements for capital construction projects shall be approved by the Board.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the proposed amendment to the architect agreement.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to approve an amendment in the amount of \$119,420.00 to the agreement with alm2s for the expanded site scope related to the Student Housing project".

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Housing Architect Amendment Extended Contract, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

□ *Attachments/materials are provided in advance of the meeting.* 

#### EXECUTIVE SUMMARY:

In March of 2020, the Board authorized Administration to execute an agreement for Level 3 design and construction services for Phase 1 of the Student Housing and Dining project. Phase 1 will consist of the construction of 1,000 beds of freshman housing, an 850-seat dining facility, associated landscaping and civil infrastructure improvements. The original schedule at the time of the execution of the agreement proposed a 12-month design and 24-month construction schedule beginning in April of 2020. The proposed amendment with alm2s addresses the costs incurred by changes to the schedule and expanded scope as well as studying additional sites beyond those identified in the original scope of work. The additional amount of the amendment is \$89,650 which will come from the Housing Reserve account. This would be a reimbursable amount from the bond issuance for student housing.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, consultant agreements for capital construction projects shall be approved by the Board.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the proposed amendment to the architect agreement.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to approve an amendment in the amount of \$89,650.00 to the agreement with alm2s for the expanded scope related to the Student Housing project".

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Wyoming Hall 15th Street Utilities Change Order, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

Attachments/materials are provided in advance of the meeting.

#### EXECUTIVE SUMMARY:

To facilitate streamlined closures and traffic control in 15<sup>th</sup> Street Haselden has been asked to coordinate the utility relocation work North of Lewis Street in tandem with the Wyoming Hall demolition work South of Lewis in 15<sup>th</sup> Street. Haselden Wyoming Constructors has coordinated with UW Administration and the City of Laramie to relocate utilities to allow for demolition of Wyoming Hall and vacation of street sections in the Lewis St. corridor per the proposed change order for \$1,425,572.

The 2014 MOU Amendment 1 between the University of Wyoming and City of Laramie defines the scope and cost responsibility for this work. The amount of the change order is the total construction cost. The City has a \$20,149.24 cost obligation and UW funds the balance of \$1,405,422.76, with funding to come from the Lewis Street Master Plan Project Utilities Allowance.

The total all-in budget for Wyoming Hall Demolition and Utilities project is currently \$17,541,851.00.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to UW regulation 6-9 Board approval is required to approve change orders over \$50,000.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval to execute the change order with Haselden Wyoming Constructors of Laramie, WY for \$1,425,572 for the Lewis Street North utility relocation scope of work for the Wyoming Hall Demolition and Utilities project.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to authorize administration to execute the change order with Haselden Wyoming Constructors of Laramie, WY for \$1,425,572 for the Lewis

Street North utility relocation scope of work for the Wyoming Hall Demolition and Utilities project to be funded from the Lewis Street Master Plan Project Utilities Allowance."



#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Lewis Street Corridor Amendment for Landscape Architect, Mai

#### ☑ PUBLIC SESSION

 $\Box$  EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

□ Attachments/materials are provided in advance of the meeting.

#### EXECUTIVE SUMMARY:

Administration has identified the need for a tree succession plan to ensure the long-term sustainability of the campus landscape. An electronic inventory and map of approximately 3,000 trees documenting the location, age, species and health of each tree will be created. The tree succession plan will include recommendations on developing a more diverse variety of trees to protect against the chance of disease impacting large areas of campus. A schedule for the removal and replacement of trees and an annual budget needed to execute the plan will be proposed.

Norris Design, the landscape architect working on the Lewis Street Corridor, in the amount of \$62,400. This would incorporate the tree succession plan for the Lewis Street corridor and the remainder of main campus into Norris Design's scope of work.

The additional services are proposed to be funded from the remaining balance of \$75,000 from the Campus Master Plan project.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, consultant agreements for capital construction projects shall be approved by the Board.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the proposed amendment #1 and funding for implementation of a tree succession plan.

#### **PROPOSED MOTION:**

"I move to recommend to the full Board of Trustees to authorize administration to execute an amendment in the amount of \$62,400 to the agreement with Norris Design to perform a tree succession plan to be funded from the remaining balance in the Campus Master Plan budget".

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: Corbett Construction Contract Change Order, Mai

☑ PUBLIC SESSION□ EXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

□ *Attachments/materials are provided in advance of the meeting.* 

#### EXECUTIVE SUMMARY:

Shepard Construction of Rawlins, Wyoming has finalized pricing for the electrical/fire alarm system upgrade for the Corbett Locker Room Renovation project.

The change order amount is \$245,846.00. The project was bid as a Design-Bid-Build contract to bring the locker rooms up to current standards, improve mechanical systems, address acoustical issues, and ensure ADA compliance and a major maintenance portion to include an electrical /fire alarm system allowance. The construction documents and pricing for this scope of work have been finalized. The additional cost comes from an upgrade to high voltage gear, addressing electrical code issues in the basement and a new fire alarm system for the entire building.

Total project budget for the Corbett renovations is \$4.15 M. If approved, this additional work, will be funded by an additional \$245,846 from Major Maintenance for a new total project budget of \$4,395,846.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to UW regulation 6-9 Board approval is required to approve change orders over \$50,000.

#### ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the contract change order with Shepard Construction of Rawlins, Wyoming in the amount of \$245,846.

#### PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to authorize Administration to execute the contract change order with Shepard Construction of Rawlins, Wyoming in the amount of \$245,846 for the electrical and fire alarm upgrades scope of work for the Corbett project."

#### **COMMITTEE MEETING MATERIALS**

#### AGENDA ITEM TITLE: <u>Southeast Regional Center Lease Extension with Laramie County</u> <u>Community College</u>, Mai

# PUBLIC SESSIONEXECUTIVE SESSION

#### PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

⊠ No

#### FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

Attachments/materials are provided in advance of the meeting.

#### EXECUTIVE SUMMARY:

This agenda item is to request approval for an amendment to extend an existing lease agreement between Laramie County Community College (LCCC) and the University of Wyoming for the Southeast Regional Center in Cheyenne, Wyoming. The current lease term ends June 30, 2021, and the University departments occupying the space and LCCC have expressed a desire to extend the existing agreement for another three (3) year term.

The Clay Pathfinder Building serves as LCCC's Student Services Center on LCCC's campus and the University leases a total of 10,238 square feet in the Clay Pathfinder Building (see attached map). University departments in the space include: Admissions/Distance Education, UW Extension, and Student Educational Opportunity. The three (3) year extension is proposed for renewal under the same terms and conditions as the prior lease extension, including the rent payment remaining the same.

The annual rent payment from the University reimburses the community colleges' operations & maintenance (O&M) costs on a per square foot basis for the University's occupied space. The current and proposed annual lease rent with LCCC is \$89,935.70 or \$8.79 per square foot, including custodial services. The University and LCCC can review and revise the rent payments annually, including changes in square footage or operating costs. The University has the ability to terminate the lease upon 90 days' advance written notice.

At the direction of the Facilities Contracting Committee, the administration has finalized the lease amendment for signature. The attached lease amendment has been signed by LCCC and is ready for the University's signature.

#### WHY THIS ITEM IS BEFORE THE COMMITTEE:

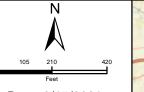
Per UW Regulation 7-2, the Board of Trustees reserves authority to approve and/or sign contracts for "Other matters involving real property, including but not limited to the lease of real property; easements; water rights and development; oil, gas and mineral leases; and federal or state government leases, permits, or licenses for longer than one year or more than \$50,000".





LCCC Clay Pathfinder Building Lease Southeast Regional Center Cheyenne, Wyoming

Disclaimer: This map is provided as a visual aid only and its accuracy is not guaranteed. Any duplication of this document is not permitted without prior written consent.



Date: 2/17/2021 Prepared by: Real Estate Operations Overview Map Cheyenne Detail Boundary Page 67 of 120

# AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN LARAMIE COUNTY COMMUNITY COLLEGE AND UNIVERSITY OF WYOMING

THIS AMENDMENT NO. 2 to the Lease Agreement dated December 6, 2016 between Laramie County Community College, whose address is 1400 East College Drive, Cheyenne, Wyoming 82007, hereinafter referred to as LESSOR, and the University of Wyoming, whose address is Dept. 4308, 1000 E. University Ave., Laramie, Wyoming 82071, hereinafter referred to as LESSEE, is effective the 1st day of July 2021.

WHEREAS, the Lease Agreement dated December 6, 2016 ("Lease") expired on June 30, 2018 and Amendment No. 1 will expire on June 30, 2021; and

WHEREAS, both LESSOR and LESSEE wish to continue their partnership for the purposes of providing and enhancing education programs for Wyoming students; and

WHEAREAS, both LESSOR and LESSEE desire to extend said Lease on the following terms and conditions as provided below;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree the following terms and conditions shall be revised in the Lease as follows:

2. LEASE TERM. The term of this Lease shall be extended for a period of 36 months commencing on the 1<sup>st</sup> day of July, 2021, and terminating on the 30th day of June, 2024. Unless sooner terminated as provided herein and provided Lessee is not in default at the expiration of the term of this Lease, Lessee shall have the right to renew and extend this Lease as agreed to and signed between the parties.

#### 3. LEASE PAYMENT.

- A. Rent. During the term of this Lease, LESSEE shall pay to LESSOR as rent the annual sum of \$78,320.70, or approximately \$7.65 per square foot per annum, for the lease of 10,238 square feet, as shown and calculated on Exhibit C attached hereto and made a part hereof.
- B. Operations Costs. In addition to rent, LESSEE shall pay to LESSOR the annual operations costs for custodial and phone services as calculated and shown on Exhibit C.
- C. Schedule of Payments. The payment of rent and operations costs shall be due July 1, 2021, and each anniversary thereafter. Payment of rent shall be paid within forty-five

(45) days following receipt of an invoice by LESSEE from LESSOR in the amount as shown on Exhibit C.

D. Payment Review. The payment may be reviewed annually by both Parties and any changes in definition of the square footage, rent, operating costs, or rent calculation will be agreed to by both Parties and reflected in revised Exhibits and signed by both parties.

#### INCORPORATION OF AMENDMENT INTO ORIGINAL LEASE

The signing of this Amendment shall incorporate this Amendment into the Lease. All other terms and conditions of the original lease remain in effect. It is further intended that in the event of any inconsistency between the Lease, its attachments, and this Amendment, that the terms of this Amendment be constructed as final and binding.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have set their hands the day and year set out below.

#### LESSOR Laramie County Community College:

Apr 19, 2021

Joe Schaffer, Ph.D President

LESSEE

University of Wyoming:

Neil Theobald DATE Senior Vice President for Finance and Administration

#### Exhibit C Facilities Contracting Committee Materials 05/12/21 Lease Payment

4/8/2021

#### **Annual Rent and Operations Costs**

Rent	Payment:	
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UW Exclusive Use Space Total Sq. Ft.	10,238
Rent Cost Per Sq. Ft. (per annum FY21)	\$7.65
Annual Rent	\$78,320.70
Operations Costs	
UW Net Assignable Space Total Sq. Ft.	9,292
Custodial Cost Per Sq. Ft. (per annum FY21)	\$1.25
Custodial Cost	\$11,615.00
Phone Service	\$704.00
Operations Costs	\$12,319.00
Annual Lease Payment Due	\$90,639.70

# AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN LARAMIE COUNTY COMMUNITY COLLEGE AND UNIVERSITY OF WYOMING

THIS AMENDMENT NO. 1 to the Lease Agreement dated December 6, 2016 between Laramie County Community College, whose address is 1400 East College Drive, Cheyenne, Wyoming 82007, hereinafter referred to as LESSOR, and the University of Wyoming, whose address is Dept. 4308, 1000 E. University Ave., Laramie, Wyoming 82071, hereinafter referred to as LESSEE, is effective the 1st day of July 2018.

WHEREAS, the Lease Agreement dated December 6, 2016 ("Lease") will expire on June 30, 2018; and

WHEREAS, both LESSOR and LESSEE wish to continue their partnership for the purposes of providing and enhancing education programs for Wyoming students; and

WHEAREAS, both LESSOR and LESSEE desire to extend said Lease on the following terms and conditions as provided below;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree the following terms and conditions shall be revised in the Lease as follows:

 LEASE TERM. The term of this Lease shall be extended for a period of 36 months commencing on the 1<sup>st</sup> day of July, 2018, and terminating on the 30th day of June, 2021. Unless sooner terminated as provided herein and provided Lessee is not in default at the expiration of the term of this Lease, Lessee shall have the right to renew and extend this Lease as agreed to and signed between the parties.

#### 3. LEASE PAYMENT.

- A. Rent. During the term of this Lease, LESSEE shall pay to LESSOR as rent the annual sum of \$78,320.70, or approximately \$7.65 per square foot per annum, for the lease of 10,238 square feet, as shown and calculated on Exhibit C attached hereto and made a part hereof.
- B. Operations Costs. In addition to rent, LESSEE shall pay to LESSOR the annual operations costs for custodial and phone services as calculated and shown on Exhibit C.
- C. Schedule of Payments. The payment of rent and operations costs shall be due July 1, 2018, and each anniversary thereafter. Payment of rent shall be paid within forty-five

(45) days following receipt of an invoice by LESSEE from LESSOR in the amount as shown on Exhibit C.

D. Payment Review. The payment may be reviewed annually by both Parties and any changes in definition of the square footage, rent, operating costs, or rent calculation will be agreed to by both Parties and reflected in revised Exhibits and signed by both parties.

#### INCORPORATION OF AMENDMENT INTO ORIGINAL LEASE

The signing of this Amendment shall incorporate this Amendment into the Lease. All other terms and conditions of the original lease remain in effect. It is further intended that in the event of any inconsistency between the Lease, its attachments, and this Amendment, that the terms of this Amendment be constructed as final and binding.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have set their hands the day and year set out below.

LESSOR Laramie County Community College:

May 29, 2018

DATE

Joe Schaffer, Ph.D President

LESSEE University of Wyoming:

William Mai Vice President for Administration Deputy Treasurer, Board of Trustees

# Exhibit C Lease Payment Facilities Contracting Committee Materials 05/12/21

5/22/2018

# **Annual Rent and Operations Costs**

Rent Payment:	
Rent	
UW Exclusive Use Space Total Sq. Ft.	10,238
Rent Cost Per Sq. Ft. (per annum FY19)	\$7.65
Annual Rent	\$78,320.70
Operations Costs	
UW Net Assignable Space Total Sq. Ft.	9,292
Custodial Cost Per Sq. Ft. (per annum FY19)	\$1.25
Custodial Cost	\$11,615.00
Phone Service	\$704.00
Operations Costs	\$12,319.00
Annual Lease Payment Due	\$90,639.70

#### LEASE AGREEMENT

## BETWEEN

#### LARAMIE COUNTY COMMUNITY COLLEGE

#### AND

#### UNIVERSITY OF WYOMING

THIS LEASE AGREEMENT is made and entered into this day of December 2016, by and between Laramie County Community College, whose address is 1400 East College Drive, Cheyenne, Wyoming 82007, hereinafter referred to as LESSOR, and the University of Wyoming, whose address is Dept. 4308, 1000 E. University Ave., Laramie, Wyoming 82071, hereinafter referred to as LESSEE.

WHEREAS, LESSOR is the owner of the premises described below, and both LESSOR and LESSEE wish to continue strengthening their partnership for the purposes of providing and enhancing education programs for Wyoming students; and

WHEREAS, LESSOR and the LESSEE desire to enter into a lease agreement ("Lease") that shall provide space, including both exclusive and common space, to the University of Wyoming in the Pathfinder Building; and

WHEREAS, LESSOR and LESSEE agree to define their responsibilities and obligations related to the Lease as provided below;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- LEASED PREMISES. LESSOR leases to the LESSEE the space in the Clay Pathfinder Building on the Laramie County Community College campus, Cheyenne, Wyoming, for the exclusive use of LESSEE, more particularly described on the attached Exhibit "A" and as shown on Exhibit "B" attached hereto and by this reference made a part hereof. Herein after referred to collectively as the "Premises", including the use of the building common areas.
- 2. LEASE TERM. The term of this Lease shall be for a period of 18 months and 6 days commencing on the 14<sup>th</sup> day of December, 2016, and terminating on the 30th day of June, 2018. Unless sooner terminated as provided herein and provided Lessee is not in default at the expiration of the term of this Lease, Lessee shall have the right to renew and extend this Lease for multiple years as agreed to and signed between the parties.

#### 3. LEASE PAYMENT.

A. Rent. During the term of this Lease, LESSEE shall pay to LESSOR as rent the annual sum of \$78,320.70, or approximately \$7.65 per square foot per annum, for the lease of 10,238 square feet, as shown and calculated on Exhibit C attached hereto and made a part hereof.

- B. Operations Costs. In addition to rent, LESSEE shall pay to LESSOR the annual operations costs for custodial and phone services as calculated and shown on Exhibit C.
- C. Schedule of Payments. The first payment of rent and operations costs shall be paid to LESSOR within forty-five (45) days of the commencement date of this Lease in the amount as shown on Exhibit C. The second payment of rent and operations costs shall be due July 1, 2017 and paid within forty-five (45) days following receipt of an invoice by LESSEE from LESSOR in the amount as shown on Exhibit C.
- D. Payment Review. The payment may be reviewed annually by both Parties and any changes in definition of the square footage, rent, operating costs, or calculation will be agreed to by both Parties and reflected in a revised Exhibits and as signed by both parties.
- 4. PURPOSE AND USE. The LESSEE shall use the Premises for education, teaching, and research purposes in support of strengthening the partnership between the LESSOR and LESSEE by providing enhanced cooperative education programs. So long as LESSEE is not in default of the terms of this agreement, LESSOR agrees it shall not adversely impact LESSEE's use of the Premises.
- 5. PARKING. LESSEE staff and clients shall be allowed to utilize parking spaces on the Premises and on the Laramie County Community College Campus, on the same terms as LESSOR staff and clients.
- 6. CONDITION OF THE PREMISES. The parties acknowledge that Lessee has investigated and inspected the condition of the Premises and accepts the Premises or any portion thereof in its current "AS IS" condition without any representation or warranty of the Lessor except as expressly set forth in this Agreement. The LESSEE further agrees that it will not encumber or obstruct the said sidewalk in front of or adjacent to said building or the dock area or allow the same to be obstructed and that no goods, material or machinery or other article shall be stored on said sidewalk or in said hallways or on the said dock areas of the premises leased, or left there for a longer period than shall be absolutely necessary to transport them to or from the premises of the LESSEE.
- 7. UTILITIES, CARE, MAINTENANCE, AND OPERATIONS COSTS.
  - A. Utilities. LESSOR shall be responsible for the cost of utility charges, including electric, gas, water, and sewer costs, used by LESSEE on the Premises during the term of this Lease.
  - B. Care of the Premises. LESSEE shall at all times maintain and keep the Premises in good order and repair, and in a clean and sanitary condition, reasonable wear and tear excepted.
  - C. Maintenance and Repairs. LESSOR, at LESSOR's sole cost and expense, shall be responsible for major repairs and replacement of building systems and routine

maintenance and repairs to the Premises, unless such repairs are caused by the negligence or conduct of LESSEE. Routine maintenance and repair keep a building or facility, including its equipment and building systems, in a safe, good working order and is completed on regular intervals so that it may be used at its original or designed capacity for its originally intended purposes.

- D. Operations and Custodial Services. Responsibilities for operations, custodial, IT, and phone services provided by LESSOR on the Premises are outlined in Exhibit D, attached hereto and made a part hereof. Annual costs for custodial and phone services to LESSEE are calculated and shown on Exhibit C.
- E. LESSOR's Right of Entry. LESSOR reserves the right to enter said Premises in response to "work order" requests, repairs, or maintenance requested by LESSEE, with such work to be done during normal business hours or after hours in the presence of the LESSEE, as needed, unless an emergency exists. Moreover, LESSOR's security personnel may enter the area as deemed necessary.
- F. It is expressly understood and agreed by and between the parties to this agreement that the LESSOR shall not be liable for: Any damage or injury caused by water which may be sustained by the LESSEE or other persons; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other LESSEE or its agents or employees; or by reason of the breakage, leakage or obstruction of the water sprinkler or soil pipes, electric conduits or wiring or other leakage or breakage in or about said building, unless due to the LESSOR's negligence or neglect.
- 8. ALTERATIONS. The LESSEE may, with the prior written consent of the LESSOR make alterations to the Premises at its own expense, provided such alterations do not impair the structure in which the Premises is situated.
- SIGNAGE. LESSEE shall be permitted to use and locate appropriate signage on the Premises as approved by LESSOR and ordered through the LESSOR at the expense of the LESSEE.
- 10. INSURANCE. The LESSEE shall carry at least the following minimum amounts of insurance. It shall be maintained in full force and effect during the life of this lease agreement and shall protect the LESSOR, and its employees, agents, or representatives from damages to property arising in any form from the negligence or wrongful acts or omissions of its agents, employees, or representatives in the performance of any obligation covered by this agreement.

LESSEE shall maintain liability insurance for injuries, including those resulting in death, in an amount no less than Two Hundred Fifty Thousand Dollars (\$250,000) for any one person, and in an amount no less than Five Hundred Thousand Dollars (\$500,000) for any accident or occurrence. Lessee shall be responsible for insurance to cover its own property, and Lessor shall be responsible for insurance on its building and property.

The LESSEE shall furnish to the LESSOR a certificate of insurance listing LESSOR as an additional insured showing that the insurance described above is in full force and effect prior to the commencement of this lease agreement. Should the LESSOR receive notice of cancellation of said insurance it shall notify the LESSEE to cease operations immediately and not to start again until the LESSOR receive new copies evidencing that insurance described in this Section 10 is in full force and effect. If the LESSOR determines that a full copy of the insurance policy is required because of a dispute or claim, then upon such request from LESSOR to LESSEE, LESSEEE shall furnish the copy of the insurance policy.

- 11. COMPLIANCE. The LESSEE agrees to comply with all policies and procedures established by and for LESSOR so long as such are not in conflict with policies and procedures of LESSEE'S Board of Trustees and when applicable to the LESSEE. LESSEE shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of, any applicable local, state, or federal environmental laws.
- 12. DEFAULT. If LESSOR or LESSEE shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on its part to be observed, and such default shall continue for a period of a minimum of thirty (30) days after written notice from the other Party setting forth the nature of default, then and in such event the non-defaulting Party shall have the right at its option upon written notice to the defaulting Party to terminate this Lease, insist upon strict performance of the terms and conditions of this Lease, or exercise any remedy provided by law. In the case of any such default cannot with due diligence be corrected within such thirty (30) day period but can be wholly corrected within a period of time not materially detrimental to the rights of the other Party, it shall not constitute default if corrective action is instituted by the defaulting Party and diligently pursued until the failure shall be corrected.
- ASSIGNMENT AND SUBLETTING. LESSEE shall not assign or transfer this Lease, or sublease in whole or any part of the Premises without the prior written consent of the LESSOR.
- 14. TERMINATION.
  - A. The LESSOR may terminate this lease without incurring any liability for damages by giving the LESSEE ninety (90) days written notice. The LESSEE may terminate this lease without incurring any liability for rent by giving the LESSOR ninety (90) days written notice.
  - B. Funding. It is understood and agreed by the parties hereto that LESSEE is a partially federally and state funded entity and in the event said federal or state funds are not approved or appropriated in whole or in part, or if LESSEE is unable to justify expenditures under this Lease by reason of decreased enrollment, in such events, so long as LESSEE is not in default of the term of this Lease, LESSEE may terminate this agreement. In order to exercise this right of termination described herein, LESSEE must notify LESSOR in writing of the intention to terminate this Lease at least ninety (90) days before vacating said Premises.

- C. Upon termination or expiration of the Lease, LESSEE shall surrender the same at the termination of this agreement in as good conditions as received, except for reasonable use and wear. In the event of termination, so long as LESSEE is not in default of any terms or conditions of this Lease, any prepaid rent shall be prorated to the date of termination and returned to LESSEE within forty-five (45) days after the date of termination.
- D. At the termination of this lease, and with the prior written consent of the LESSOR, the LESSEE may remove any alterations which it has made pursuant to Section 8, provided such removal can be and is done without damaging the Premises or the structure in which it is situated. Any alterations left after termination shall become the property of LESSOR without cost to the LESSOR.
- 15. DAMAGE OR DESTRUCTION OF THE PREMISES. If at any time during the term of this Lease, LESSOR's improvements or any portion thereof are partially or totally destroyed or damaged, LESSOR shall have the option either to terminate this Lease or to repair such damage at LESSOR's expense. In the event LESSOR shall elect to repair or rebuild the improvements, this Lease shall continue to be in full force and effect. If, at any time during the term of this Lease, the Building or any portion thereof is destroyed or damaged, Lessor shall determine the time necessary to repair or rebuild the building and inform Lessee of the estimated repair time. Such notice of the estimated repair time shall be provided to Lessee in writing within 10 days of the loss and the following shall apply:
  - A. If the Building is totally or substantially destroyed by fire or other casualty, or if the repairs to the Leased Premises are estimated to take more than ninety (90) days, either party may terminate the Lease immediately by written notice to the other party. In the case of such termination, the Rent shall be abated for the unexpired portion of the Lease, effective as of the date of destruction.
  - B. If the Building is partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be expected to be completed within ninety (90) days this Lease shall not terminate and Lessor shall, at its sole risk and expense, proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage.
  - C. If the Building is to be rebuilt or repaired and is non-tenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, or employees, the Rent payable under this Lease shall be abated in whole or pro-rated based on the tenantable portion during the period for which the Leased Premises or any portion thereof are non-tenantable. In the event that Lessor fails to complete the necessary repairs or rebuilding within ninety (90) days from the date of the destruction, Lessee may, at its option, terminate this Lease by delivering written notice of termination to Lessor, whereupon this Lease shall terminate immediately.

- 16. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Lease if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.
- 17. NON-ENFORCEMENT AND WAIVER. Failure of either party to require performance of any of the terms, conditions or provisions of this agreement shall in no way affect any subsequent right, provided by law or in equity, to enforce this agreement or any part of this agreement, nor shall the waiver of any breach of this agreement or any term, condition or provision of this agreement be deemed a waiver of any succeeding breach.
- 18. INVALID, VOID, OR UNENFORCEABLE PROVISIONS. If any term, provision, covenant, or restriction of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 19. ENTIRETY OF LEASE. This Lease and its exhibits constitute the entire agreement between LESSOR and LESSEE with respect to the Lease of the Premises, and this Lease can only be amended or changed by mutual written agreement signed by both LESSOR and LESSEE. All exhibits to this Lease are a part of this Lease and are incorporated into by reference.
- 20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective heirs, executors, administrators, successors and assigns.
- 21. NOTICE. All notices, elections and consents required under this Agreement shall be deemed made and delivered when deposited in the United States mail as Certified Mail, postage prepaid, to the business office of Lessor or Lessee, as indicated below.

LESSOR:	LESSEE:
Laramie County Community College	University of Wyoming
c/o Purchasing Manager	Real Estate Operations
1400 East College Drive	Dept. 4308
Cheyenne, WY 82007	1000 E. University Ave.
	Laramie, WY 82071

22. INDEMNITY. Neither party shall indemnify, defend or hold harmless the other for any cause of action, or claim or demand arising out of this Lease. Each party shall be responsible for their own negligent actions or omissions.

- 23. SOVEREIGN IMMUNITY. Neither party waives its sovereign or its governmental immunity by entering into this Agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
- 24. GOVERNMENTAL CLAIMS. Any actions or claims against LESSEE under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- 25. INTERPRETATION. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
- 26. EQUAL EMPLOYMENT OPPORTUNITY. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a)**. This regulation **prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** This contractor shall **abide by the requirements of 41 CFR 60-741.5(a)**. This regulation prohibits **discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** This contractor and subcontractor shall **abide by the requirements of 41 CFR 60-741.5(a)**. This regulation prohibits **discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** 

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have set their hands the day and year set out below.

LESSOR Laramie County Community College:

12/2/14 Joe Scha D Presiden

LESSEE University of Wyoming:

William Mai

Vice President for Administration Deputy Treasurer, Board of Trustees

# EXHIBIT A Exclusive Use Space

# UW Outreach, Extension and SEO Room Assignments - LCCC Pathfinder Building

Entity	Sq. Ft.	Cost per Sq. Ft.	Total Cost Each			
Outreach	4,938	\$ 7.65	\$	37,775.70		
TRIO	442	7.65	\$	3,381.30		
Extension	4,332	\$ 7.65	\$	33,139.80		
Shared	526	\$ 7.65	\$	4,023.90		
	10,238		\$	78,320.70		

Room #	Room Description	Organization	Person Assigned	Outreach	Extension	Outreach/ Extension	SEO
400C	Copy Room	Outreach/Extension		Note of Oper		0	
404	Computer Classroom	Outreach		306			
405	Computer Classroom	Outreach		306			
406	Reception	Outreach/Extension	THE PARTY OF		A State of the	526	
406A	Office - Delivery Assistant	Outreach		107	-		
406B	Office - Office Associate	Outreach	Tom Barnett	121		_	
406C	Office Academic	Outreach	Richard Ward	169			
406D	Office	Extension	Tracy Nacarro		196		
407	General Classroom	Outreach		696			
408	Testing Room	Outreach		235			
409	Lecture Classroom	Outreach		1,550			
410	Computer Lab	Outreach		234			
411	A/V Classroom	Outreach		388			
412	Audio Classroom	Outreach		199			
413	Storage	Extension			407		
414	Audio Classroom	Outreach		198			
415	Wet Lab	Extension			519		

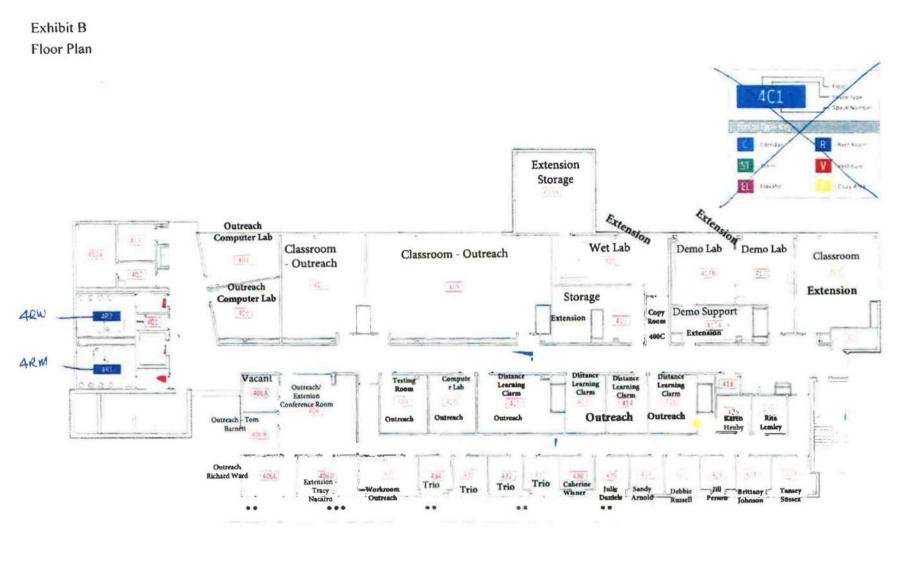
Facilities Contracting Committee Materials 05/12/21

# EXHIBIT A

**Exclusive Use Space** 

Room #	Room Description	Organization	Person Assigned	Outreach	Extension	Outreach/ Extension	SEO	
415A	Storage	Extension			539			
416	A/V Classroom	Outreach		240				
417A	Demo Support	Extension			239			
417C	Demo Lab	Extension			786			
419	Classroom	Extension			641			
422	Office	Extension	Tansey Sussex		134			
423	Office	Extension	Rita Lemley		110			
424	Office	Extension	Brittany Johnson		111			
425	Office	Extension	Karen Hruby		111			
426	Office	Extension	Jill Person		103			
427	Office	Extension	Debbie Russell		113			
428	Office	Extension	Sandy Arnold		111			
429	Office	Extension	Julie Daniels		111			
430	Office	Extension	Catherine Wissner		101			
431	SEO						112	
432	SEO						111	
433	SEO						112	
434	Workroom/File Room						107	
435	Workroom	Outreach		189				
				4,938	4,332	526	442	10,2

#### Facilities Contracting Committee Materials 05/12/21



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These developments are constant to eleptrate design intertant should be year used as a private quotient All socialises throws are approximate. We have card in an are in the determined many are used as a social should be used to be approximately three Detailing are thermation continents or these pages shall not be represented used as sufficient to a social private used that approximately detailed are thermation continents or these pages shall not be represented used as sufficient and the specific private low whet may never reacted, without prevents without and any are used in the Tabytan Design, LLC 0.2025 by the private Design LLC.

Laramie County Community College Pathlinder Room and Space Number Plan Pathfinder Fourth Floor

DATE 09/15/16

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# Exhibit C Lease Payment

# **Annual Rent and Operations Costs**

# 11/30/2016

First payment:	
Rent	10 229
UW Exclusive Use Space Total Sq. Ft.	10,238 \$7.65
Rent Cost Per Sq. Ft. (per annum)	55%
Partial Year Occupancy (December 14 - June 30)	\$42,700.87
FY2017 Rent	\$42,700.87
Operations Costs	
UW Net Assignable Space Total Sq. Ft.	9,292
Custodial Cost Per Sq. Ft. (per annum)	\$1.25
Custodial Cost	\$11,615.00
Phone Service	\$704.00
Partial Year Occupancy (December 14 - June 30)	55%
FY17 Operations Costs	\$6,716.39
FY2017 Total Lease Payment Due	\$49,417.26
Second payment:	
Rent	
UW Exclusive Use Space Total Sq. Ft.	10,238
Rent Cost Per Sq. Ft. (per annum)	\$7.65
FY2018 Rent	\$78,320.70
Operations Costs	0.202
UW Net Assignable Space Total Sq. Ft.	9,292 \$1.25
Custodial Cost Per Sq. Ft. (per annum) Custodial Cost	
	\$11,615.00
Phone Service	\$704.00
FY 2018 Operations Costs	\$12,319.00
FY2018 Total Lease Payment Due	\$90,639.70

# Exhibit D Operations, Custodial, IT, and Phone Services

# SEE EXHIBIT D SPREADSHEETS FOR DETAILED SUPPLEMENTAL INFORMATION

#### **Operations & Custodial Services**

- LCCC will not be providing printers or copiers for UW use.
- The room number signs for offices, classrooms, and labs provided
  - Signage can be made specific to the function or occupant of the space
  - o Other signage can be purchased through Plant Operations
- Keys
  - o Key request forms will be processed through the Facilities & Events office
  - Keys checked out at Plant Operations administrative office
    - If keys are lost or not returned when an employee ceases employment a charge of \$80 per key will be billed to the responsible organization
- Furniture & Equipment
  - o No furniture moving services are provided
  - Furniture repair, kitchen equipment repairs through warranty, contact is the LCCC Procurement and Contracting office.
- Mail
  - LCCC Mailing & Receiving will have a postage code for UW use. UW mail without
    postage will be processed through the LCCC mailroom and costs for postage charged
    to UW. Mail with postage will be processed through the LCCC Mailing & Receiving
    area. A mail drop for outgoing mail will be established in the building.
- Custodial Services
  - o Custodial Services provided as included services for 3,947 sq. ft. of public areas
  - o This includes restroom, corridors and vestibules
- Cleaning services provided for 9,292 sq. ft. for a fee of \$1.25 per ft.
  - o Vacuuming and trash removal
  - o Periodically mops polished concrete floor with disinfectant and hot water
  - o Periodically perform deep cleaning tasks
  - Window cleaning as time and resources allow
- No cleaning services provided for the following:
  - o Storage areas
  - o Kitchen equipment to include stoves, sinks, counters and refrigerators
  - o Desks, shelving and cabinets
  - o Computers or technical equipment

## Exhibit D Operations, Custodial, IT, and Phone Services

• A suitable trash receptacle and regularly scheduled pick-up service sufficient to handle reasonable needs in order to prevent the unsightly accumulation of trash and other debris will be provided.

### IT and Phone Services

- Maintained and repaired by LCCC ITS
  - Interactive 70" wall monitors, A/V podiums and touch panels in PF 404, 405, 407, 409, 411, 412 and 414
  - Interactive 70" wall monitor, A/V podium computer, keyboard, mouse and touch panel in PF 419
  - o Data connection and phone lines will be maintained and repaired
  - Digital office and emergency phones
- Maintained and repaired by UW OTS, Outreach Technology Services
  - o Student computers in PF computer labs 404, 405 and 410
  - Desk computer in all office
  - o Printers, fax machines
  - o Distance Learning Audio and Video equipment in PF 411, 412, 414 and 416
- Annual Phone Service Fees paid by UW (\$44 per digital office phone)
  - o Outreach \$88 per year
  - o Extension \$484 per year
  - o TRiO \$132 per year
- One Time Costs
  - o SEO/TRiO phones \$1,293
  - o Extension phones \$4,741
  - o Outreach has phones they will bring from the AB offices
  - o UW is responsible for the cost of additional office phones requested
  - o Extension Kitchen Equipment \$5,584
  - Extension ITS Equipment for PF 419 \$760

# EXHIBIT D

# UW Outreach, Extension and SEO Custodial Fees - LCCC Pathfinder Building

Org	Sq. Ft.	Total	Per Year	
Outreach	4,938	\$1.25	\$6,172.50	
TRiO	442	\$1.25	\$552.50	
Extension	3,386	\$1.25	\$4,232.50	
Shared	526	\$1.25	\$657.50	I CARLES PROVIDE
	9,292		\$11,615.00	\$ 11,615.0

Room #	Room Description	Organization	Person Assigned	Outreach	Extension	Outreach/ Extension	SEO
404	Computer Classroom	Outreach		306			
405	Computer Classroom	Outreach		306			
406	Reception	Outreach/Extension				526	
	Office - Delivery Assistant	Outreach		107			
406B	Office - Office Associate	Outreach	Tom Barnett	121			
406C	Office Academic Coordinator	Outreach	Richard Ward	169			
406D	Office	Extension	Tracy Nacarro		196		
407	General Classroom	Outreach		696			
408	Testing Room	Outreach		235			
409	Lecture Classroom	Outreach		1,550			
410	Computer Lab	Outreach		234			
411	A/V Classroom	Outreach		388			
412	Audio Classroom	Outreach		199			
414	Audio Classroom	Outreach		198			
415	Wet Lab	Extension			519		
416	A/V Classroom	Outreach		240			
417A	Demo Support	Extension			239		
417C	Demo Lab	Extension			786		
419	Classroom	Extension			641		
422	Office	Extension	Tansey Sussex		134		

# Exhibit D

**Operations, Custodial, IT, and Phone Services** 

Room #	Room Description	Organization	Person	Phone #	Pł	ension ione iost		ension ual Fee	Ph	RiO one ost	An	RiO nual ee	Outreach Phone Cost	 reach Ial Fee
400C	Сору	Shared	None	3076334223										
406	Outreach & Extension	Shared	Meeting Room											
406A	Delivery Assistant	Outreach												
406B	Office Associate	Outreach	Tom Barnett	307-632-8949										\$ 44
406C	Academic Coordinator	Outreach	Richard Ward	307-772-7377			_							\$ 44
406D	Extension Support Office	Extension	Tracy Nacarro	307-633-4383	\$	431	\$	44						
406D	Extension Support Office	Extension	Kristi Nagy	307-633-4385	\$	431	\$	44						
422	Extension Staff	Extension	Tansey Sussex	307-633-4499	\$	431	\$	44						
423	Extension Staff	Extension	TBD	307-633-4387	\$	431	\$	44						_
424	Extension Staff	Extension	Brittany Johnson	307-633-4488	\$	431	\$	44						
425	Extension Staff	Extension	Rita Lemley	307-633-4687	\$	431	\$	44						
426	Extension Manager	Extension	Sandi Arnold	307-633-4493	\$	431	\$	44						
427	Horticulturalist Office	Extension	Debbie Russell	307-633-4495	\$	431	\$	44						
428	Extension Staff	Extension	Jill Person	307-633-4494	\$	431	\$	44						
429	Extension Staff	Extension	Julie Daniels	307-633-4384	\$	431	\$	44						
430	Extension Staff	Extension	Wissner	307-633-4386	\$	431	\$	44						
431	SEO		TBD						\$	431	\$	44		
432	SEO		TBD						\$	431	\$	44		
433	SEO		TBD						\$	431	\$	44		
434	SEO		TBD						\$	-	\$			
435	Workroom	Outreach	None	307-633-4498										
					\$	4,741	\$	484	\$	1,293	\$	132	\$ -	\$ 88
					UW Total Annual Fee					\$ 704				

# UW Outreach, Extension and SEO Phone Costs - LCCC Pathfinder Building

# EXHIBIT D

# UW Extension Kitchen Equipment - LCCC Pathfinder Building

Room #	Room Description Organization Manufacturer Equipment Description					Quantity	Unit	Cost	Tota	al Cost	
415	Wet Lab	Extension	GE	GE Compact Refrigerator	GCE06GSH	1	\$	\$ 370		370	
417A	Demo Support	Extension	Whirlpool	33", Top Freezer, 20.5 cu ft. minimum	WRT311FZDW	1	\$	840	\$	840	
			Whirlpool	Combo washer/electric dryer, 2.5 cu ft. washer, 5.9 cu ft. dryer	WET4027EW	1	\$	1,240	\$	1,240	
417B/417C	Demo Lab	Extension	Whirlpool	30" Top Freezer, 18.2 cu ft.	WRT318FZDW 1 \$ 6	665	\$	66			
411014110			GE	30" Free Standing Electric Range, 5.3 cu ft. capacity, self cleaning	JB630DFWW	2	\$	580	\$	1,16	
			Whirlpool	Dishwasher	WDF320PADW	2	\$	360	\$	72	
			Whirlpool	Cabinet Not-Mounted Microwave	WMC30516AW	2	\$	190	\$	380	
419	ITS Equipment	Extension		Computer, Podium Monitor, Keyboard and Mouse			\$	760	\$	760	
									\$	6,13	

# One-time and Annual Costs Per UW Organization

Annual Cost	Annual Cost	One-time Cost	
UW	-		1
Lease Fees for 10,238 sq. ft.	78,320.70		1
Custodial Fees for 9,292 sq. ft.	11,615.00		
	89,935.70		
Outreach			
Annual Phone Service	88.00		
	88.00		
One Time Phone Equipment Cost	132.00	1,293.00 1, <b>293.00</b>	
	132.00	1,293.00	
Extension			
Annual Phone Service	484.00		
One Time Kitchen Equipment		5,584.00	
One Time ITS Equipiment for PF 419		760.00	
		4,741.00	
One Time Phone Equipment Cost			
One Time Phone Equipment Cost	484.00	11,085.00	

# FACILITIES CONTRACTING COMMITTEE

# **COMMITTEE MEETING MATERIALS**

# AGENDA ITEM TITLE: <u>Carbon Power & Light Easement Request at the Livestock Center</u>, Mai

# ☑ PUBLIC SESSION□ EXECUTIVE SESSION

# PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

🛛 No

# FOR FULL BOARD CONSIDERATION:

☑ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.]
 □ No

Attachments/materials are provided in advance of the meeting.

## EXECUTIVE SUMMARY:

This agenda item is to request approval for an overhead and underground electric line easement from Carbon Power & Light across the University's Livestock Center west of Laramie.

The easement request includes both a section of new power line and a rebuild to upgrade the existing power line east of the Hanson Arena to a double circuit that loops together two Carbon Power & Light substations (see attached map). The proposed route follows the existing power line, existing roads and section lines. Laramie R&E Center staff expects minimal impact to their operations from the proposed route.

The University has evaluated comparable land and easement values in the area to arrive at a value and easement fee of \$11,750 for this type and size of easement. Carbon Power & Light is a member owned cooperative and stated they do not typically pay for easements from members. Members with meters are owners of the cooperative, including the University which has 17 accounts. Margins are returned to members in the form of capital credits and the University received \$11,134.62 in capital credits in 2019 and \$10,918.69 in 2020. Since the amount of capital credits is at the approximate value of the easement and the University benefits from the upgraded electrical service, it is proposed not to charge Carbon Power & Light the easement fee.

This project benefits the University by providing additional electrical capacity and redundancy for the Laramie R&E Center facilities.

At the direction of the Facilities Contracting Committee, the administration has finalized the electric line easement agreement, including survey documents. The easement agreement has been signed by Carbon Power & Light and is ready for the University's signature.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

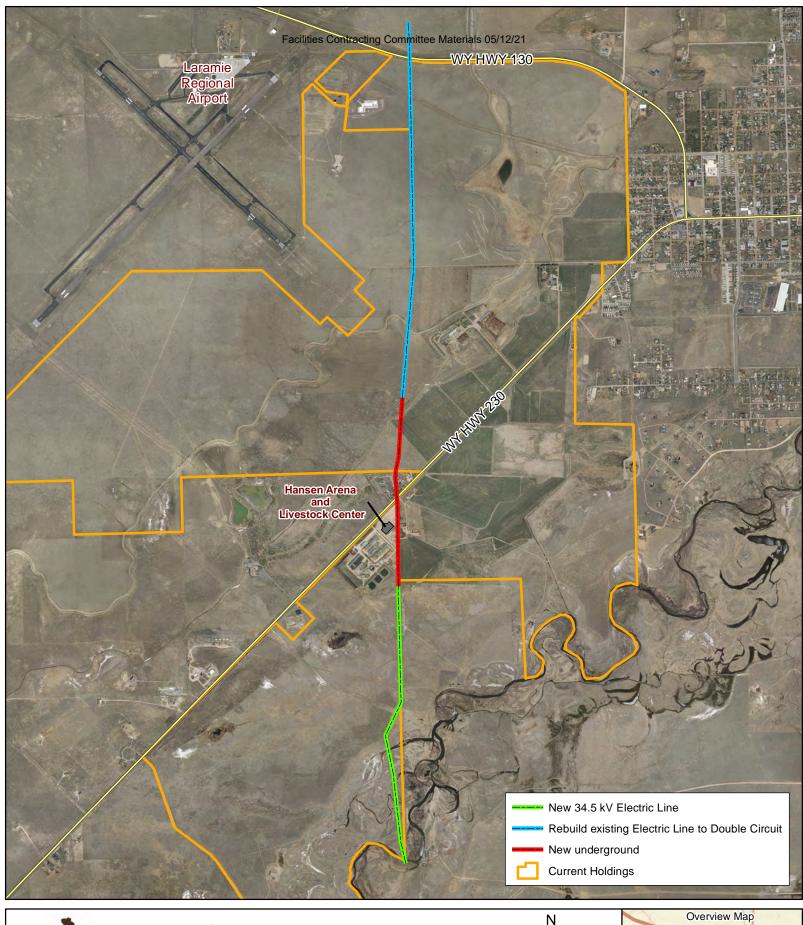
Per UW Regulation 7-2, the Board of Trustees reserves authority to approve and/or sign contracts for "Other matters involving real property, including but not limited to the lease of real property; easements; water rights and development; oil, gas and mineral leases; and federal or state government leases, permits, or licenses for longer than one year or more than \$50,000".

## ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee approval or disapproval of the recommendation of the Board's Facilities Contracting Committee.

## PROPOSED MOTION:

"I move to recommend to the full Board of Trustees to authorize the administration to execute the electric line easement to Carbon Power & Light on University land for the electric line as presented to the Board."





Carbon Power & Light Easement Request 34.5 kV Loop Project at UW Livestock Center

Disclaimer: This map is provided as a visual aid only and its accuracy is not guaranteed. Any duplication of this document is not permitted without prior written consent.

Feet Date: 12/17/2020 Prepared by: Real Estate Operations



#### **Electric Line Easement**

For value received, the Trustees of the University of Wyoming ("Grantor") hereby grants to Carbon Power & Light, Inc., a Wyoming nonprofit corporation ("Grantee"), an overhead electric line easement to construct, operate, maintain, repair, replace and remove electric power transmission and distribution lines, wires, fibers, cables and other conductors and conduits thereof, including any and all appurtenances necessary and incidental thereto, on, over or under the surface of the real property of Grantor more particularly described as follows:

A strip easement located in Sections 11 and 12, Township 15 North, Range 74 West of the 6<sup>th</sup> P.M., Albany County Wyoming:

A strip of land 30' wide for an overhead power line (plus such area as necessary to properly anchor structures on said right-of-way easement) in the NE1/4NE1/4 of Section 11 and the NW1/4NW1/4 of Section 12, T15N, R74W, more particularly described as UW Horse Boarding Facility. Commencing at the NE corner of Section 11, thence S01°38'06"W for a distance of 1,054.3 feet more or less to the point of beginning at the existing power pole #17323; thence N85°57'12"E for a distance of 245.9 feet more or less to the point of ending at the transformer pole.

Easements located in Sections 1, 2, 12, and 14, Township 15 North, Range 74 West of the 6<sup>th</sup> P.M., and in Sections 35 and 36, Township 16 North, Range 74 West of the 6<sup>th</sup> P.M., all in Albany County, Wyoming, more particularly described and shown on Exhibits A-B attached hereto and by this reference made a part hereof.

This easement includes the right of reasonable access and Grantee shall use existing roads where practicable to the easement location for all activities in connection with the purposes for which this easement is granted and shall repair any damage caused thereby.

Grantee shall not enclose or fence said easement without the express written consent of Grantor. Grantee is given the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantee may assign or transfer rights under this easement to Grantee's principal, affiliates or subsidiaries of its principal upon reasonable notice to Grantor. Grantee shall not assign nor transfer any of these rights to any third party.

Grantor reserves the right to use and occupy the described premise and easement following the completion of construction, subject to the provisions that the Grantor will not knowingly interfere with Grantee's use of or access to the easement area or the overhead electric line and related improvements installed thereon by Grantee.

Grantee agrees that during the period of construction, or any subsequent altering, removing or replacing, it will reclaim and restore the surface within the easement or on adjacent lands damaged due to construction and maintenance activities of the Grantee. The Easement shall be maintained at no cost to Grantor.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges granted herein.

Grantor does not waive its sovereign immunity or its governmental immunity by entering into this Easement and fully retains all immunities and defenses provided by law with regard to any action based on this Easement. Actions or claims against Grantor under this Agreement must be made in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of Grantee's rights under this grant of easement shall revert to the Grantor or its assigns, the same as if this grant had never been made. Failure to report, to the Grantor, the status of the use of this easement upon delivery and receipt of a written request from Grantor within 60 days of the request, shall be considered an indication that Grantee has abandoned this easement. Should this easement be abandoned by the Grantee, or its use discontinued for the specified purpose, Grantee shall return the above described tract of land to a condition satisfactory to the Grantor.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective, heirs, successors, and assigns.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

GRANTOR: Trustees of the University of Wyoming

Neil Theobald Senior Vice President for Finance and Administration

ACKNOWLEDGEMENT

STATE OF WYOMING ) ) SS COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by Neil Theobald as Senior Vice President for Finance and Administration, Trustees of the University of Wyoming, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

Witness my hand and official seal.

Notary Public

My Commission expires: \_\_\_\_\_\_.

**GRANTEE:** Carbon Power & Light, Inc., a Wyoming nonprofit corporation

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Waldnes 10 Russell Waldner

General Manager

ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF CARBON

The foregoing instrument was acknowledged before me by Russell Waldner as General Manager of Carbon Power & Light, Inc., this 23 day of 40 r 10 r 2021.

Witness my hand and official seal.

VALERIE L. REMICK - NOTARY PUBLIC STATE OF COUNTY OF CARBON 2024 My Commission Expire Z

Notary Public

My Commission expires:

#### LEGAL DESCRIPTION

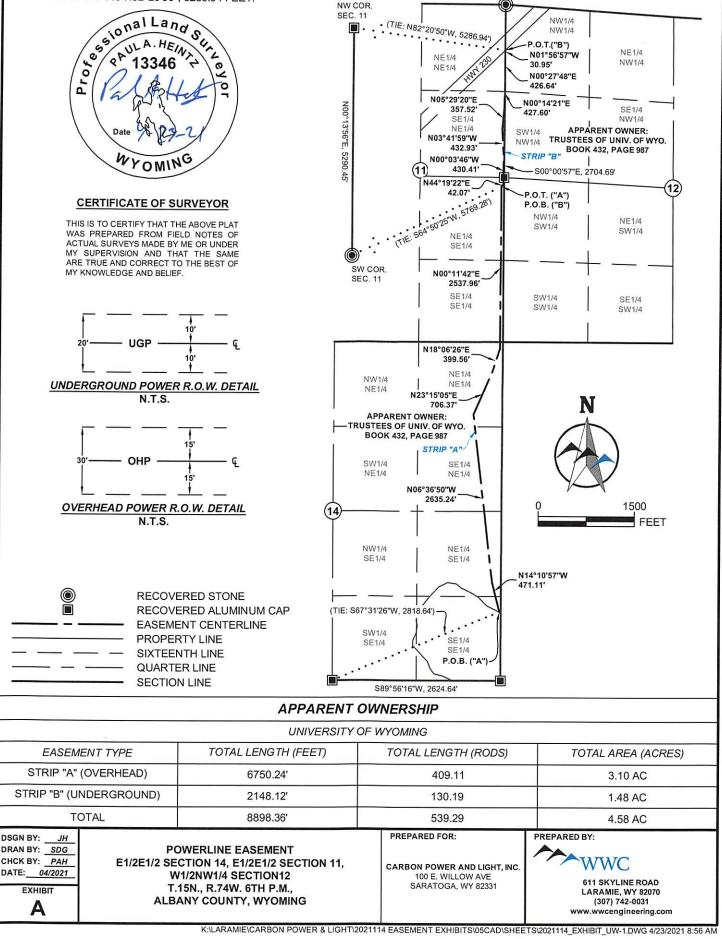
TWO STRIPS OF LAND LOCATED IN THE E1/2E1/2 OF SECTION 14, THE E1/2E1/2 OF SECTION 11, AND THE W1/2NW1/4 OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 74 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALBANY COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### STRIP "A"

A STRIP OF LAND 30.00 FEET WIDE, BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED IN BOOK 432, PAGE 967 OF THE ALBANY COUNTY CLERK FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 14 BEARS S67°31'26"W, 2818.64 FEET; THENCE N14°10'57"W, 471.11 FEET; THENCE N06°36'50"W, 2635.24 FEET; THENCE N23°15'05"E, 706.37 FEET; THENCE N18°06'26"E, 399.56 FEET; THENCE N00°11'42"E, 2537.96 FEET TO THE POINT OF TERMINUS, FROM WHICH THE SOUTHWEST CORNER OF SECTION 11 BEARS S64°50'25"W, 5769.28 FEET.

#### STRIP "B"

A STRIP OF LAND 20.00 FEET WIDE, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT THE POINT OF TERMINUS OF SAID STRIP "A" FROM WHICH THE SOUTHWEST CORNER OF SECTION 11 BEARS S64°50'25"W, 5769.28 FEET; THENCE N44°19'22"E, 42.07 FEET; THENCE N00°03'46"W, 430.41 FEET; THENCE N03°41'59"W, 432.93 FEET; THENCE N05°29'20"E, 357.52 FEET; THENCE N00°14'21"E, 427.60 FEET; THENCE N00°27'48"E, 426.64 FEET; THENCE N01°56'57"W, 30.95 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY OF WYOMING STATE HIGHWAY 230, FROM WHICH THE NORTHWEST CORNER OF SECTION 11 BEARS N82°20'50", 5286.94 FEET.



UGP

#### LEGAL DESCRIPTION

TWO STRIPS OF LAND LOCATED IN THE W1/2W1/2 SECTION 1, E1/2E1/2 SECTION 2, TOWNSHIP 15 NORTH, RANGE 74 WEST, AND IN E1/2E1/2 SECTION 35, W1/2W1/2 SECTION 36, TOWNSHIP 16 NORTH, RANGE 74 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALBANY COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AS FOLLOWS:

#### STRIP "A"

EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 2, FROM WHICH THE SOUTHEAST CORNER OF SECTION SAID 2 BEARS N89°55'01"E, 13.59 FEET; THENCE N05°58'29"E, 638.44 FEET; THENCE N08°51'10"E, 312.27 FEET; THENCE N09°25'56"E, 344.57 FEET; THENCE N04°13'51"E, 521.87 FEET TO A POINT FROM WHICH THE CORNER SOUTHWEST SAID SECTION 2 BEARS

#### STRIP "B"

DSGN BY:

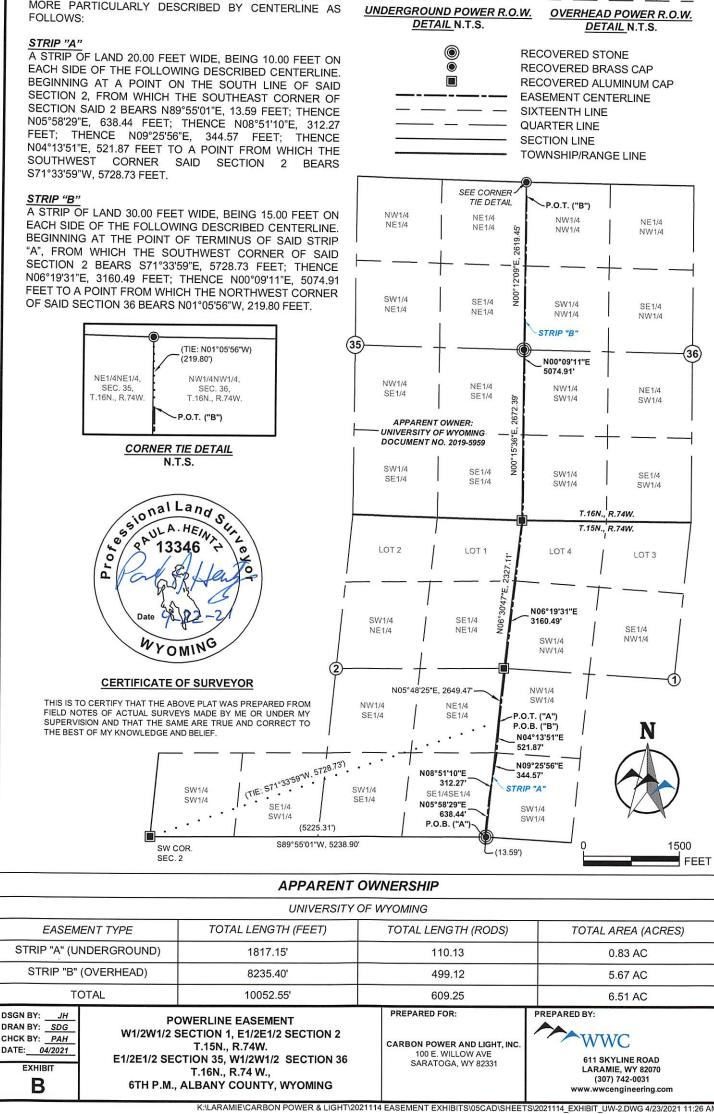
CHCK BY:

XHIBE

B

DATE:

EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT THE POINT OF TERMINUS OF SAID STRIP "A", FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 2 BEARS S71°33'59"E, 5728.73 FEET; THENCE N06°19'31"E, 3160.49 FEET; THENCE N00°09'11"E. 5074.91 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36 BEARS N01°05'56"W, 219.80 FEET.



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# FACILITIES CONTRACTING COMMITTEE

# **COMMITTEE MEETING MATERIALS**

# AGENDA ITEM TITLE: <u>Bus Facility – WYDOT funding – Trans-park funding match</u>, Mai

☑ PUBLIC SESSION□ EXECUTIVE SESSION

# PREVIOUSLY DISCUSSED BY COMMITTEE:

□ Yes

⊠ No

# FOR FULL BOARD CONSIDERATION:

□ Yes [Note: If yes, materials will also be included in the full UW Board of Trustee report.] ⊠ No

□ Attachments/materials are provided in advance of the meeting.

## EXECUTIVE SUMMARY:

When the University applied for the Federal Transportation Authority (FTA) 5339(b) Bus Facilities Grant, University Transportation Services also submitted to the Wyoming Department of Transportation (WYDOT) a funding request for a grant to supplement University funding for the Bus Maintenance Facility. The WYDOT grant funding request was to be used if the FTA grant was not approved or only partially approved. The WYDOT grant funding request was in the amount of \$1,933,756 with \$1,547,005 coming from WYDOT and \$386,751 coming from the University for the funding match.

University Transportation Services was recently notified that the WYDOT funding request was still active, not re-allocated, and could still be available for the project.

The approved GMP construction budget is \$5,989,703.00 and includes as base bid the 7,940 GSF bus maintenance facility, a 12,000 GSF attached enclosed bus storage facility, and a 6,400 SF attached open-air metal canopy. The project was also bid with an alternate 16,000 GSF open-air free standing metal canopy for additional covered bus storage and an alternate for a fuel island facility. The project alternates for the open-air free standing metal canopy totaled \$1,071,909 and the alternate price for the fuel island facility was \$707,400. These are construction costs only.

Alternate pricing would need to be validated along with project costs following notification of the WYDOT grant award and subsequent acceptance of the grant should the University wish to accept the grant and proceed with the alternates the project can afford with the additional funding.

## WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to UW Regulation 6-9(III)(F), no modification to the project budget shall be made without review by the Facilities Contracting Committee and approval of the Board.

ACTION REQUIRED AT THIS COMMITTEE MEETING: None.

# University of Wyoming Capital Appropriations Request 2023-2024

Priority	Project	Proje	ct Cost	State Funds	Other Funds	ι	Iniversity Funds
	Major Maintenance	\$	50,300,000	\$ 50,300,000			
	College of Law Clinical and Experiential Learning Facility Addition	\$	22,260,000	\$ 12,720,000		\$	9,540,000
	War Memorial Stadium West Stand Renovation and Corbett Natatorium	\$	78,758,000	\$ 40,071,200		\$	38,686,800
	University of Wyoming/Albany County School District #1 Lab School	\$	30,634,000	\$ 1,237,000	\$ 29,397,000		
	College of Agriculture Research & Extension Centers (Laramie, Lingle, Powell, and Sheridan) Renovations	\$	8,632,000	\$ 8,632,000			
	College of Education Component of Lab School Renovation	Lab \$ 2,000		\$ 2,000,000			
	IT Network Upgrades for College of Agriculture Research & Extension Centers (Laramie, Lingle, Powell, and Sheridan) and College of Arts & Sciences Red Buttes Research Center	\$	1,865,000	\$ 1,865,000			
TOTAL		\$ 1	94,449,000	\$ 116,825,200	\$ 29,397,000	\$	48,226,800

# FACILITIES CONTRACTING COMMITTEE

# **COMMITTEE MEETING MATERIALS**

# AGENDA ITEM TITLE: Capital Construction Report, Mai

☑ PUBLIC SESSION□ EXECUTIVE SESSION

# PREVIOUSLY DISCUSSED BY COMMITTEE:

 $\Box$  Yes

🛛 No

## FOR FULL BOARD CONSIDERATION:

🛛 Yes

[Note: If yes, materials will also be included in the full UW Board of Trustee report.]

Attachments/materials are provided in advance of the meeting.

# EXECUTIVE SUMMARY:

The capital construction report can be found in the supplemental materials report. It provides the progress and activity of construction and design projects that are currently in progress at the University as well as approved change orders.

## PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Committee receives regular updates on the Capital Construction at the University of Wyoming

WHY THIS ITEM IS BEFORE THE COMMITTEE: To update the Committee on the Capital Construction at the University.

ACTION REQUIRED AT THIS COMMITTEE MEETING: None

PROPOSED MOTION: None

# Capital Construction Progress Report as of April 23, 2021

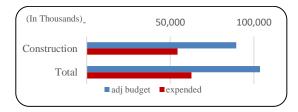
The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

# **PROJECTS IN CONSTRUCTION**

# 1. <u>Science Initiative</u>

Contractor: GE Johnson Construction Wyoming Jackson, WY

Original Project Budget \$ 103,000,000 (a) Adjusted Project Budget \$ 103,755,000 (d)



Funding Sources:	Original Anticipated:	Actual:
State Appropriation (2015 SL Ch 142 Sec	3,000,000.00	3,000,000.00
345)		
UW General Reserve Account	10,000,000.00	10,000,000.00
UW Construction Reserve Account	5,000,000.00	5,000,000.00
State Appropriation (2018 Session,	85,000,000.00	85,000,000.00
HB0194, Sec 5)		
UW INBRE program		325,000.00
Major Maintenance		430,000.00
Total Project	103,000,000.00	103,755,000.00

Guaranteed Maximum Price Contract Substantial Completion Date \$74,359,220 February 3, 2022

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	( <b>f</b> )	(d+e+f)=(g)
Construction	82,029	-	7,472	89,501	(54,358)	(35,143)	-
Contingency	3,919	430	(3,454)	895	-	-	895
Reserve	2,002	-	-	2,002	-	-	2,002
Design	6,962	42	171	7,175	(6,772)	(403)	-
FF&E	3,100	-	(1,013)	2,087	-	-	2,087
Tech	2,287	-	(2,287)	-	-	-	-
Admin	2,701	283	(889)	2,095	(1,510)	(330)	255
Total	103,000	755	-	103,755	(62,640)	(35,876)	5,239

## **Statement of Contract Amount**

Original contract	Pre-construction	\$142,000
10/16/2019,	GMP established, includes full project scope	
Amendment #1	excluding alternates, reserve held for north	
	greenhouses. (Includes pre-construction)	74,359,220
Amendment #2	Construct research greenhouse	5,999,462
Amendment #3	Multiple scope changes: utility consumption,	
	cw/hw line upsize, vivarium underground,	
	INBRE underground, general duty valves, civil	
	additions & revisions, add L2 bulkheads, ABB	
	drive, INBRE complete, growth chambers	6,439,023
Amendment #4	AV/IT package	2,269,217
Change order #1	Installation of two (2) additional 4" conduits	2,230
Change order #2	Installation of emergency exit signs in	
	greenhouse area	1,896
Change order #3	Increased size for transformer breakers for levels	
	2 & 4	1,788
Change order #4	Adding one (1) UPS machine within greenhouse	
	manager's office	2,087
Change order #5	Relocation of level 2 lab electrical panel	814
Change order #6	Allowance for temporary utility consumption –	
	natural gas & electric (Feb 2021-Dec 2021)	314,083
Change order #7	Additional data drops & door hardware	
_	revisions, room 1230 – added plumbing &	
	electrical, added CO sensors for greenhouse,	
	room 1015 – add RO line	110,635
Adj contract		\$89,500,455

# Work Completed/In Progress:

- Guaranteed Maximum Price contract amendment was approved 10/16/2019.
- Construction activities commenced 10/17/2019.
- Interior framing is in progress.
- Drywall hang, tape, finish is in progress all levels.
- Paint, first coat is in progress levels 1-3.
- Exterior masonry field stone and slabs are in progress.
- Glazing and curtain walls are in progress.
- Building is dried in.
- Service elevator is installed.

# **Issues Encountered with Proposed Resolution for Each:**

• Energy recovery units (air handlers) delivery delay due to pandemic.

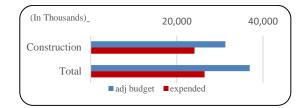
# Work Planned for Upcoming Month:

- Drywall finish.
- Paint.
- Greenhouse glazing.
- Service elevator operation, removal of temporary skip hoist.
- Passenger elevators installation.
- Casework.
- Exterior masonry.

# 2. West Campus Satellite Energy Plant

Contractor: GE Johnson Construction Wyoming Jackson, WY

Original Project Budget \$36,931,109 (a) Adjusted Project Budget \$36,931,109 (d)



Funding Sources:	Original Anticipated:	Actual:
Major Maintenance	18,000,000.00	22,000,000.00
EERB Project Reserve	12,314,336.00	12,612,600.00
SI Project Reserve	2,000,000.00	1,701,736.00
UW – Capital Reserves (BOT)	4,616,773.00	616,773.00
Total Project	36,931,109.00	36,931,109.00

Guaranteed Maximum Price Contract Substantial Completion Date \$ 29,058,549.00 October 19, 2021

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	( <b>f</b> )	( <b>d</b> + <b>e</b> + <b>f</b> )=( <b>g</b> )
Construction	29,559	(200)	1,930	31,289	(24,100)	(7,389)	(200)
Contingency	3,688	(500)	(1,930)	1,258	-	-	1,258
Reserve		1,447	-	1,447			1,447
Design	2,623	(565)	-	2,058	(1,778)	(280)	-
FF&E	110	-	-	110	-	-	110
Tech	25	-	-	25	(3)	-	22
Admin	926	(182)	-	744	(581)	(79)	84
Total	36,931	-	-	36,931	(26,462)	(7,748)	2,721

# **Statement of Contract Amount**

Original contract	Pre-construction	\$61,250
Amendment #1	Initial Guaranteed Maximum Price for	
	Foundation and Utilities. (Includes pre-	
	construction)	15,486,191
Amendment #2	Final Guaranteed Maximum Price; full project	
	scope.	13,572,358
Amendment #3	Utility extension and future boiler rough-in	82,297
Amendment #4	Heat exchangers, full heating conversion to	
	surrounding buildings	2,348,254
Adj contract		\$31,489,100

## Work Completed/In Progress:

- Bid Package #1 was issued for foundation and utilities. The public bid opening was held 6/18/2019.
- Initial Guaranteed Maximum Price was prepared and approved at the August 2019 Board of Trustees Meeting.
- Construction activities commenced 9/16/2019.
- Bid Package #2 was issued, 100% construction documents. The public bid opening was held 10/4/2019.
- Final GMP was approved on 11/14/2019.
- Foundation high walls and tank foundation are complete.
- Underground plumbing and electrical are complete.
- Basement slab on grade is complete.
- Steel erection and metal decking are complete.
- Masonry walls are in progress.
- Mechanical, electrical, and plumbing (MEP) rough is in progress.
- Distribution piping is in progress.
- TES tank is complete, filled and tested.
- Interior framing and finish activities are in progress.
- Glazing is complete.
- Initial boiler start-up is complete.
- Vertical boiler flue installation is complete.
- Stucco is in progress.
- Permanent power is complete.
- Natural gas branch line and meter are set.
- Generator start-up and load test is complete.
- Boiler utility is operating to heat EERB.
- All MEP trim and testing is complete.
- Demolition of the Ag/Engineering ramp is in progress.

# **Issues Encountered with Proposed Resolution for Each:**

• None at this time.

# Work Planned for Upcoming Month:

- Masonry completion.
- Mechanical commissioning.
- Landscape.
- Hardscapes.
- Building tie-ins for Ag and Engineering.

# 3. <u>11<sup>th</sup> & 12<sup>th</sup>/Lewis Street Reconstruction</u>

Contractor:

Original Project Budget	\$ 4,000,000 (a)
Adjusted Project Budget	\$ 4,000,000 (d)



Funding Sources:	Original Anticipated:	Actual:
EERB Project Reserve	4,000,000.00	4,300,000.00
Science Initiative Project Reserve		300,000.00
West Campus Satellite Energy Plant		
Project Reserve		1,446,440.17
City of Laramie		31,624.83
Total Project	4,000,000.00	6,078,065.00

\$

Guaranteed Maximum Price Contract Substantial Completion Date

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	( <b>f</b> )	(d+e+f)=(g)
Construction	3,000	2,078	-	5,078	-	-	5,078
Contingency	450	-	(189)	261	-	-	261
Design	365	-	189	554	(336)	(218)	-
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	185	-	-	185	(32)	(3)	150
Total	4,000	2,078	-	6,078	(368)	(221)	5,489

Original contract	Phase 1 & 2 Lewis Street Corridor	\$3,586,303
	Improvements	
Adj contract		\$3,586,303
Auj contract		<i>\$</i> 3,300,303

#### Work Completed/In Progress:

- Design development is 95% complete.
- Survey is complete.
- Construction drawings are 95% complete and issued for pricing.
- Vacation of Lewis Street section and 11<sup>th</sup> and 12<sup>th</sup> Street has been submitted to the City.
- Utility design is complete and issued for pricing.
- MOU Amendment has been approved by City Council and will be reviewed by the Board of Trustees this month.
- MOU Amendment is executed.
- Site capture has started.

#### **Issues Encountered with Proposed Resolution for Each:**

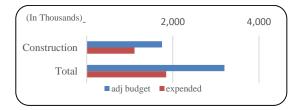
• None at this time.

#### Work Planned for Upcoming Month:

- Mass clearing.
- Demolition of hardscapes.
- Storm drain installation.

## 4. College of Business: Student Success Center

Contractor: GE Johnson Construction Wyoming Jackson, WY



Original Project Budget \$400,000 (a) Adjusted Project Budget \$3,200,000 (d)

Funding Sources:	Original Anticipated:	<u>Actual:</u>
Foundation donations	400,000.00	400,000.00
Foundation donations (loan)		2,800,000.00
Total Project	400,000.00	3,200,000.00

## Guaranteed Maximum Price Contract Substantial Completion Date

N/A March 1, 2021

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	( <b>f</b> )	(d+e+f)=(g)
Construction		1,750	-	1,750	(1,112)	(334)	304
Contingency		262	(70)	192	-	-	192
Design	287	-	70	357	(307)	(50)	-
FF&E		665	-	665	(405)	(60)	200
Tech		129	-	129	-	(100)	29
Admin	113	(6)	-	107	(24)	(26)	57
Total	400	2,800	-	3,200	(1,848)	(570)	782

## **Statement of Contract Amount**

<b>Original contract</b>	**\$250,952 MEP scope in contract is funded by	\$1,375,000
	major maintenance	
Change order #1	Restroom 193: add floor drain/framing on north	
	wall for water closet carrier inside wall cavity;	
	specification change for tile carpeting	17,083
Change order #2	Installation of perimeter window sills, column	
	patching, plastic laminate deletion, automatic	
	entrance finish	35,821
Change order #3	Installation of vestibule renovations, demolition,	
	framing & wood walls	47,393
Change order #4	Installation of electrical changes for breezeway	
	renovations	49,757
Change order #5	Installation of access panels, mechanical	
	revisions, vestibule paint & temporary	
	protections, restroom ceiling, floor x-ray,	
	fireproofing touchup	46,418
Change order #6	Installation of case room entry ceiling, controls	
	work, AV/IT routing and power towel dispenser	44,590
Change order #7	Installation of stone and AV contractor change	43,130
Change order #8	Installation of new roller shades, added light	
	fixtures and flooring preparation	38,297
Change order #9	Additional costs: ASI 11 breezeway	
	modifications, added soffit in Student	
	Commons, Gridworx for donor stone, Steamboat	
	in case room, remake of panel for booths, force	
	account for move-in damage	43,263
Adj contract		\$1,740,752

#### Work Completed/In Progress:

- Original project scope substantially complete. Certificate of Owner's occupancy obtained, individuals moved into the suite the week of April 12<sup>th</sup>.
- Punch list items continue to be addressed, including General and FF&E contractor work.
- A/V work throughout expected to begin in May.
- Architect's Supplemental Instructions (ASI) related work ongoing, including breezeway work. Breezeway work expected to continue into late summer 2021.
- Additional ASI work includes creation of masonry veneered wall for wood panel donor recognition within the GJSSC, renovation of corridor to restrooms, mechanical/electrical rooms in the suite, and various lighting replacements throughout.

## **Issues Encountered with Proposed Resolution for Each:**

• Vending/Breakroom area not ADA compliant as-built. Solution identified with some minor partition relocating. ASI to be issued for this work the week of April 26<sup>th</sup>.

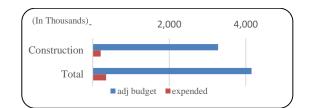
#### Work Planned for Upcoming Month:

- Bi-weekly OAC meetings will continue to be held.
- Punch list items will continue to be addressed.
- ASI related work, including breezeway renovation, will continue.

# 5. Corbett Renovation

Contractor: Shepard Construction

Original Project Budget	\$4,150,000 (a)
Adjusted Project Budget	\$4,150,000 (d)



Funding Sources:	Original Anticipated:	Actual:
State Appropriation (2018 Session,	1,000,000.00	1,000,000.00
HB0001, Section 308 e)		
UW – Kinesiology & Health	350,000.00	350,000.00
Major Maintenance	2,800,000.00	2,800,000.00
Total Project	4,150,000.00	4,150,000.00

Guaranteed Maximum Price Contract Substantial Completion Date N/A September 1, 2021

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	( <b>f</b> )	(d+e+f)=(g)
Construction	3,277	-	-	3,277	(208)	(2,957)	112
Contingency	416	-	(45)	371	-	-	371
Design	228	-	-	228	(109)	(55)	64
FF&E	21	-	-	21	(18)	-	3
Tech	16	-	-	16	-	-	16
Admin	192	-	45	237	(14)	(101)	122
Total	4,150	-	-	4,150	(349)	(3,113)	688

<b>Original contract</b>	\$3,041,142
Adj contract	\$3,041,142

#### Work Completed/In Progress:

- Hazardous material abatement 95% complete.
- Demolition/removal of finishes and fixtures complete.
- Masonry wall, HVAC, plumbing, electrical demolition complete.
- Underground plumbing approximately 70% complete.
- Non-structural steel stud framing in lobby is underway.
- Overhead HVAC and electrical rough-in is underway.
- Electrical/fire alarm system upgrade documents and pricing complete.

#### **Issues Encountered with Proposed Resolution for Each:**

• None at this time.

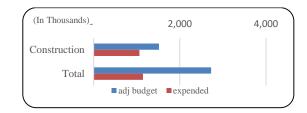
- Complete hazardous material abatement.
- Continue underground plumbing rough-in.
- Continue non-structural steel stud framing in lobby.
- Continue overhead HVAC and electrical rough-in.
- Begin scaffolding erection for pool acoustical panel installation.

# **UW Housing Phase I**

## 6. Wyoming Hall Deconstruction

Contractor: Haselden Wyoming Constructors Laramie, WY

Original Project Budget \$2,726,536 (a) Adjusted Project Budget \$2,726,536 (d)



Funding Sources:	Original Anticipated:	Actual:
UW – Housing Reserve Account	2,726,536.00	2,726,536.00
Total Project	2,726,536.00	2,726,536.00

Guaranteed Maximum Price Contract Substantial Completion Date \$13,946,242 (includes Utility Relocation Scope) June 28, 2021

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	( <b>f</b> )	(d+e+f)=(g)
Construction	720	788	8	1,516	(1,063)	(453)	-
Contingency	108	-	(8)	100	-	-	100
Design	43	-	-	43	(19)	(3)	21
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	1,856	(788)	-	1,068	(63)	(9)	996
Total	2,727	-	-	2,727	(1,145)	(465)	1,117

## **Statement of Contract Amount**

<b>Original contract</b>	GMP established	\$1,508,420
	Adjusted amount on schedule of values from	
	Wyoming Hall Utility Relocation project	7,892
Adj contract		\$1,516,312

#### Work Completed/In Progress:

- Asbestos abatement is complete.
- Utilities are rerouted.
- Building demolition is complete and removal is on schedule.

## **Issues Encountered with Proposed Resolution for Each:**

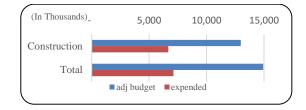
• None at this time.

## Work Planned for Upcoming Month:

• Complete removal of debris from site.

## 7. Wyoming Hall Utility Relocation

Contractor: Haselden Wyoming Constructors Laramie, WY



Original Project Budget \$14,929,300 (a) Adjusted Project Budget \$14,929,300 (d)

Funding Sources:	Original Anticipated:	Actual:
UW – Construction Reserve Account	10,000,000.00	10,000,000.00
Major Maintenance	4,929,300.00	4,929,300.00
Total Project	14,929,300.00	14,929,300.00

Guaranteed Maximum Price Contract Substantial Completion Date \$13,946,242 (includes Demolition scope) June 28, 2021

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget	Expenditures	Obligations	Remaining Balance
	(a)	(b)	(c)	(a+b+c)=(d)	(e)	<b>(f)</b>	( <b>d</b> + <b>e</b> + <b>f</b> )=( <b>g</b> )
Construction	12,929	-	51	12,980	(6,676)	(6,304)	-
Contingency	1,200	-	(98)	1,102	-	-	1,102
Design	331	-	47	378	(366)	(70)	(58)
FF&E	-	-	-	-	-	-	-
Tech	240	-	-	240	-	-	240
Admin	229	-	-	229	(73)	(40)	116
Total	14,929	-	-	14,929	(7,115)	(6,414)	1,400

<b>Original contract</b>	Pre-Construction	\$10,000
Amendment #1	GMP established	12,427,822
Change order #1	Vault lid structural change and tunnel light	
	fixture revision.	6,037
Change order #2	Removal of existing duct bank and installation	
	of new, provide (4) runs of 4' conduit with new	
	MV cable.	49,755
Change order #3	Installation of 15 <sup>th</sup> Street water line, Bradley	
	Street water line changes.	493,830
	Adjusted amount on schedule of values to	
	Wyoming Hall Deconstruction project	(7,892)
Adj contract		\$12,979,552

#### Work Completed/In Progress:

- Utilities install in the tunnels is progressing and on schedule.
- Bradley Street hot and chilled water is nearing completion.
- Finalizing pricing for City waterline changes.
- McWhinnie Hall basement work is underway.
- West tunnel install is 50% complete.
- Notice to proceed issued to contractor for change orders #1, #2 and #3.
- Medium voltage last shutdown and reroute is scheduled.
- Fiber and copper reroute is complete.
- 14<sup>th</sup> Street hot and chilled water is complete.
- 15<sup>th</sup> Street water line has started.
- Irrigation Main install is underway and on schedule.

#### **Issues Encountered with Proposed Resolution for Each:**

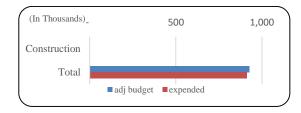
• Coordinating new 3" irrigation line install that was not previously designed along 15<sup>th</sup> from Willett to Sorority Row.

- Schedule and phasing plans for 15<sup>th</sup> Street water lines.
- Pricing approval for additional utilities north of Lewis Street.
- 15<sup>th</sup> Street water line phase to start 4/19/21.
- Utility install between Wyoming Hall and McWhinnie Hall.
- Tunnel install to continue.
- Working with City on pricing approval and Agreement between UW and City for water line funded by the City from Ivinson Street to Grand Avenue.
- Bradley Street water line install.

## 8. <u>Ivinson Lot Parking Garage</u>

Contractor: Haselden Wyoming Constructors Laramie, WY

Original Project Budget \$926,400 (a) Adjusted Project Budget \$926,400 (d)



Funding Sources:	Original Anticipated:	Actual:
UW – Housing Reserve Account	926,400.00	926,400.00
	-	-
Total Project	926,400.00	926,400.00

\$

Guaranteed Maximum Price Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	()	(~)	(•)	(a · ~ · · ·) (a)	(0)	(16)	( <b>u</b> · · · · · ) ( <b>g</b> ) (16)
	-	-	-	-	-	(10)	(10)
Contingency	-	-	-	-	-	-	-
Design	726	-	-	726	(738)	(444)	(456)
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	200	-	-	200	(175)	(47)	(22)
Total	926	-	-	926	(913)	(507)	(494)

#### **Statement of Contract Amount**

Original contract	Pre-Construction	\$15,712
Adj contract		\$15,712

#### Work Completed/In Progress:

- Construction document phase approximately 90% complete.
- Conditional Use Permit application submitted to the City on 3/3/2021.
- Site Plan submittal to the City scheduled for the week of 3/8/2021.

#### **Issues Encountered with Proposed Resolution for Each:**

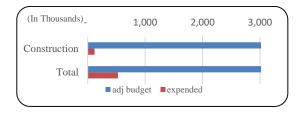
• Reviewing options for modification of scope and budget.

- Continue development of the construction documents and bidding documents.
- Coordinate planning submittals with the City.

## 9. Bus Garage/Fleet Relocation

Contractor: GH Phipps Wyoming Laramie, WY

Original Project Budget \$2,779,260 (a) Adjusted Project Budget \$7,214,217 (d)



Funding Sources:	<b>Original Anticipated:</b>	Actual:
UW – Construction Reserve Account	2,779,260.00	2,779,260.00
FTA 5339(b) Grant		4,237,262.00
UW - VP Administration Reserve		197,695.00
Account		
Total Project	2,779,260.00	7,214,217.00

\$5,989,703.00

Guaranteed Maximum Price Contract Substantial Completion Date

Budget Additional Use of **Expenditures** Adj Budget **Obligations** Remaining (In Thousands) Funding/Adj Contingency Balance **(a)** (a+b+c)=(d)(**f**) (d+e+f)=(g)**(b)** (c) **(e)** 2,100 3,890 5,990 4,725 Construction (120)(1, 145)-Contingency 315 1 316 316 -125 127 252 (49)80 Design (123)-FF&E 86 166 -252 (100)(68)84 Tech 71 71 64 \_ -(7)333 82 251 49 Admin (177)(107)-2,779 4,435 Total 7,214 (527)(1,369)5,318 -

#### **Statement of Contract Amount**

<b>Original contract</b>	Initial limited scope Guaranteed Maximum Price	\$1,322,997
	Final Guaranteed Maximum Price	5,989,703
Adj contract		\$5,989,703

#### Work Completed/In Progress:

- GMP approved at March 2021 Board of Trustees meeting.
- City Site Plan approved.
- City Preliminary Plat approved.
- Submit Final Plat to City for approval.
- Site work, structural fill compaction and underground utility work is underway.
- Soil compaction testing and open hole inspections are underway.

#### **Issues Encountered with Proposed Resolution for Each:**

• None at this time.

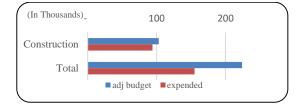
#### Work Planned for Upcoming Month:

- Obtain Final Plat approval for lot consolidation from the City.
- Continue site work, structural fill compaction and underground utility work.
- Continue soil compaction testing and open hole inspections.
- Set foundations forms and pour footings.
- Validate pricing for South Canopy and Fuel Island Alternates if previously applied for WYDOT grant funds are received.

# 10. Bus Garage/Fleet Relocation – 1602 Spring Creek Renovation

Contractor:

Original Project Budget \$ (a) Adjusted Project Budget \$ (d)



Funding Sources:	Original Anticipated:	<u>Actual:</u>	
UW - VP Administration Reserve	223,772.00	223,772.00	
Account			
Total Project	223,772.00	223,772.00	

Guaranteed Maximum Price Contract Substantial Completion Date N/A

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	94	-	9	103	(94)	(9)	-
Contingency	22	-	(9)	13	-	-	13
Design	-	-	-	-	-	-	-
FF&E	15	-	-	15	-	-	15
Tech	10	-	-	10	-	-	10
Admin	83	-	-	83	(61)	(19)	3
Total	224	-	-	224	(155)	(28)	41

Original contract	<b>\$-</b>
Adj contract	\$-

#### Work Completed/In Progress:

- Interior finishes are primarily complete.
- Mechanical, electrical and plumbing (MEP) install is primarily complete.
- Security install complete.
- Audio visual/Information Technology (AV/IT) install underway.
- Contractor working on completion list for interiors.

#### **Issues Encountered with Proposed Resolution for Each:**

• None at this time.

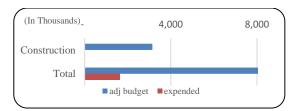
#### Work Planned for Upcoming Month:

- Exterior painting.
- Roof access ladder install.
- Repair landscaping.
- Exterior signage install.
- Create punch list.

## 11. UW Student Housing

Contractor:

Original Project Budget \$ (a) Adjusted Project Budget \$ (d)



Funding Sources:	Original Anticipated:	Actual:
UW – Housing Reserve Account	590,000.00	8,681,675.00
UW – Construction Reserve Account		2,143,000.00
Total Project	590,000.00	10,824,675.00

Guaranteed Maximum Price Contract Substantial Completion Date \$

(In Thousands)	Budget	Additional Funding/Adj	Use of Contingency	Adj Budget (a+b+c)=(d)	Expenditures	<b>Obligations</b>	Remaining Balance (d+e+f)=(g)
-	(a)	(b)	(c)	(a+b+c)=(u)	(e)	( <b>f</b> )	$(\mathbf{u}+\mathbf{e}+\mathbf{i})=(\mathbf{g})$
Construction	3,143	-	-	3,143	-	-	3,143
Contingency	-	-	-		-	-	-
Design	7,682	-	-	7,682	(1,581)	(6,067)	34
FF&E	-	-	-		-	-	-
Tech	-	-	-		-	-	-
Admin	-	-	-		(47)	-	(47)
Total	10,825	-	-	10,825	(1,628)	(6,067)	3,130

Original contract	<b>\$-</b>
Adj contract	<b>\$-</b>

## Work Completed/In Progress:

- Schematic design is in progress.
- Exterior Design Advisory Committee (EDAC) meetings in progress.

#### **Issues Encountered with Proposed Resolution for Each:**

• None at this time.

- Continue meetings with EDAC.
- Determine programmatic requirements with the Board of Trustees.