

THE UNIVERSITY OF WYOMING

BOARD OF TRUSTEES' REPORT

November 11-13, 2020

The final report can be found on the University of Wyoming Board of Trustees Website at <http://www.uwyo.edu/trustees/>

University of Wyoming Mission Statement (July 2017)

We honor our heritage as the state's flagship and land-grant university by providing accessible and affordable higher education of the highest quality; rigorous scholarship; the communication and application of knowledge; economic and community development; and responsible stewardship of our cultural, historical and natural resources.

In the exercise of our primary mission to promote learning, we seek to provide academic and co-curricular opportunities that will:

- Graduate students who have experienced the frontiers of scholarship and creative activity and who are prepared for the complexities of an interdependent world;
- Cultivate a community of learning energized by collaborative work among students, faculty, staff and external partners.
- Nurture an environment that values and manifests diversity, internationalization, free expression, academic freedom, personal integrity and mutual respect; and
- Promote opportunities for personal health and growth, physical health, athletic competition and leadership development for all members of the university community.

As Wyoming's only public university, we are committed to scholarship, outreach and service that extend our human talent and technological capacity to serve the people in our communities, our state, the nation and the world.

TRUSTEES OF THE UNIVERSITY OF WYOMING AGENDA
November 11-13, 2020

Note: Only topics that have support materials provided in advance of the meeting are contained within this report. Topics that will be discussed with only a verbal report do not have information included.

WORK SESSIONS

Update: COVID-19 – Seidel/Benham-Deal5
Update: Statewide Outreach – Seidel [*verbal update*]
Annual Report: Faculty Workload (per UW Reg 2-9) – Benham-Deal6
Consideration and Action: Budget Reduction Plan - Seidel
Update: Trustees Education Initiative – Bostrom/Rush7

Trustee Committee Reports

Academic and Student Affairs Committee; Michelle Sullivan (Chair)

- Notice of Intent: Bachelor’s in Applied Science with a Concentration Health Services Administration (Barrett).....8

Biennium Budget Committee; John McKinley (Chair)

- Division and College Fiscal Year End Carry Forward Report (per UW Regulation 7-10) – Jewell
- Discussion: UW Fee Book proposal –Jewell

Facilities Contracting Committee; John McKinley (Chair)

- Consideration and Action: WPR Rock Springs Site Lease Extension with GCR Electronics9
- Consideration and Action: Corbett Pool Locker Room Renovation Contract Approval.....34
- Discussion: UW Residence Halls and Dining (other actions)35

Fiscal and Legal Affairs Committee; Macey Moore (Chair)

- Annual external audited financial report (per Trustees’ bylaws)

Trustees Research and Economic Development Committee; David Fall (Chair)

Vice President and Dean Search Committee; Laura Schmid-Pizzato (Chair)

Legislative Relations Committee; Kermit Brown (Chair)

- Legislative Session Priorities – Brown/Theobald

UW Regulation Review Committee (ad hoc committee); Kermit Brown (Chair)

- UW Regulation 12-3 (Motor Vehicle and Tribal License Plate Programs).....37

Business Meeting

Roll Call

Approval of Board of Trustees Meeting Minutes (*Public Session & Executive Session*)

- October 14, 2020, UW Board of Trustees Conference Call Meeting

Reports

ASUW

Staff Senate

Faculty Senate

Public Testimony [*Scheduled for Thursday, November 12, 11:00 – 11:30 a.m.*]

Committee of the Whole

Regular Business

Board Committee Reports [*Scheduled for Thursday, November 12 at 2:00 p.m.*]

Trustee Committees

[Note: Committees of the Board will provide reports during the regular work sessions and will not have a formal report to provide during the Business Meeting. Liaisons will provide a written report in advance of the regular Business Meeting.]

Liaison to Other Boards

- UW Alumni Association Board – Laura Schmid-Pizzato & Keener Fry
- Foundation Board – Jeff Marsh & David Fall
- Haub School of Environment & Natural Resources – Michelle Sullivan
- Energy Resources Council – Dave True
- Cowboy Joe – John McKinley

Proposed Items for Action:

- Approval of Agreements, Contracts, and Procurements – Evans
- Contracts and Grants – Jewell/Synakowski42
- Personnel – Appointment of Academic/Non Academic Employees – Alexander /Seidel

Information Only Items: [*no action, discussion or work session*]

- Contracts and Procurement Report (per UW Regulation 7-2) – Evans.....47
- Capital Construction Report – McKinley/Mai..... 57
- Foundation Monthly Giving Report – Blalock

New Business

Date of Next Meeting: December 9, 2020 (conference call)

Adjourn Meeting

AGENDA ITEM TITLE: COVID-19 Update, Seidel/Benham Deal

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

- Attachments are provided with the narrative—refer to Supplemental Materials Report.*

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

A report will be provided on Phase III Return to Campus, including an update on the Surveillance Testing Program, COVID Hub, Contingency Plan Implementation, and Communication Plan. The transition to Phase IV (November 20 – end of semester) will also be discussed.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

At the June 2020 Board of Trustees Conference Call, the Board approved the University’s Plan to Restart Campus and Restore Normal Operations. UW Administration was asked to provide additional reports, including a decision matrix for determining if a shift in operations is needed. At the July 2020 Board of Trustees meeting, the Board approved allowing UW administration the flexibility to make further modifications to the Plan without Board approval as the COVID-19 situation changes and evolves. In August, the Board approved modification to the University’s Fall Restart plan to include a phased opening of the University.

WHY THIS ITEM IS BEFORE THE BOARD:

For information.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT’S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Report on Faculty Workload, Benham-Deal

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:
[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

Attachments are provided with the narrative—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Faculty conduct a number of activities that support the mission of the University, including teaching, research, creative activities, administration, service, advising, outreach/engagement, and extension. The University maintains a flexible workload policy that allows academic units to capitalize on each faculty member's strengths to meet the mission of the university, college and academic unit.

The baseline teaching load for full-time tenure-track and tenured faculty is fifteen (15) credits per academic year. This is equivalent to 62.5% of the total workload. The remaining workload (37.5%) is allocated to research, creative activities, administration, service, advising, extension, or other activities as appropriate. The baseline teaching load for full-time non-tenure-track faculty where teaching is a primary responsibility is twenty-one (21) credits per academic year. This is equivalent to 87.5% of their total workload. The remaining workload (12.5%) may be allocated to professional development, administration, service, advising or other activities as appropriate. Teaching responsibility adjustments for all academic personnel may be made by the Department Head, in consultation with the faculty member and approved by the Dean when faculty have substantial workload associated with research, creative activities, administration, service, extension, advising or other activities as appropriate.

An overview of faculty workload for AY 20-21 will be presented.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

University Regulation 2-9 (Workload Policy) requires the Provost to submit an annual report to the Board providing an analysis of faculty workload.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Update Trustees Education Initiative, Bostrom/Rush

SESSION TYPE:

- Work Session
 Education Session
 Information Item
 Other:
[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 Driving Excellence
 Inspiring Students
 Impacting Communities
 High-Performing University
 No [Regular Business]

Attachments are provided with the narrative—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Since the Trustees Education Initiative (TEI) was created in November 2014 it has been the practice of the TEI Leadership to provide the full UW Board of Trustees with regular updates on progress of the TEI. TEI Governing Board Chair Dave Bostrom and TEI Executive Director Leslie Rush will provide this brief update, to include progress on the E4 model and approved innovations, as well as the current financial status for TEI and future plans.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

This is an update of *Trustees Education Initiative 2019 Progress Report* as was provided during the March 2020 meeting of the Board of Trustees.

WHY THIS ITEM IS BEFORE THE BOARD:

Since the Trustees Education Initiative (TEI) was created in November 2014 it has been the practice of the TEI Leadership to provide the full UW Board of Trustees with an annual progress report.

ACTION REQUIRED AT THIS BOARD MEETING:

None

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Bachelor's in Applied Science (BAS) new concentration option in Health Services Administration, Barrett, Pickett

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

- Attachments are provided with the narrative—refer to Supplemental Materials Report.*

APPLIES TO STRATEGIC PLAN:

- Yes (select below):

- Driving Excellence
- Inspiring Students
- Impacting Communities

- High-Performing University

- No [Regular Business]

EXECUTIVE SUMMARY:

The Bachelor's in Applied Science (BAS) is an already existing degree program at UW. This proposal is to add a new concentration option in Health Services Administration. For over a decade, the University of Wyoming has had the BAS with a concentration in Organizational Leadership. That program has grown significantly and is now one of UW's largest online degree programs with more than 100 majors. The core idea behind the BAS degree is to help persons who already have an associate's degree build on that and advance further in their chosen field. The proposed program is designed to build on an associate's degree in a healthcare field by, first, incorporating a suite of five courses drawn from the School of Pharmacy's Master of Science in Health Services Administration. Those courses, amounting to 14 credit hours, will go through the course change process so they can be cross-listed at the 4000/5000 levels. Second, the core components of the BAS in Organizational Leadership are retained so that students become better prepared to assume supervisory and other leadership roles in an organization. By having the program as a BAS, community college coursework in a more applied setting can still be accepted for credit.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

In May of 2020, the UW Board of Trustees voted to move the administrative home of the BAS to UW-Casper.

WHY THIS ITEM IS BEFORE THE BOARD:

University of Wyoming Regulation 2-119 requires that the Board approve all new degree programs, and lays out the process for that approval. The Academic and Student Affairs committee will report to the Board on recommended action for approval of the Notice of Intent.

ACTION REQUIRED AT THIS BOARD MEETING:

Consideration for approval of the Notice of Intent for the Bachelor's in Applied Science (BAS) to add a new concentration option in Health Services Administration.

PROPOSED MOTION:

"I move that the Notice of Intent for the Bachelor's in Applied Science (BAS) to add a new concentration option in Health Services Administration be approved."

PRESIDENT'S RECOMMENDATION:

The President recommends approval of the Notice of Intent.

**AGENDA ITEM TITLE: WPR Rock Springs Site Lease Extension with GCR Electronics,
Mai**

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Item for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

This agenda item is to request approval of an amendment to extend an existing lease agreement for the Wyoming Public Radio (WPR) tower site south of Rock Springs, Wyoming (see attached map).

The University of Wyoming and GCR Electronics, LLC first entered into a lease agreement on December 12, 2011, allowing WPR to erect, operate and maintain an antenna system and radio communications equipment building on the tower and land owned by GCR Electronics in Sweetwater County, Wyoming. The lease was extended in 2015 for a five (5) year term. The current term of the lease ends November 30, 2020, and both WPR and GCR Electronics have expressed a desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Rock Springs area.

The current annual lease rent is \$14,683.08 and is proposed to increase 3% per year during the term of the agreement. The Bureau of Land Management increased annual lease rates 2.9% last year. The University has incorporated the ability to terminate the lease agreement upon 180 days' advance written notice to the Lessor.

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 GCR Electronics and is ready for the University's signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

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".

The administration requests approval to execute the Lease Amendment to continue the lease with GCR Electronics.

ACTION REQUIRED AT THIS BOARD MEETING:

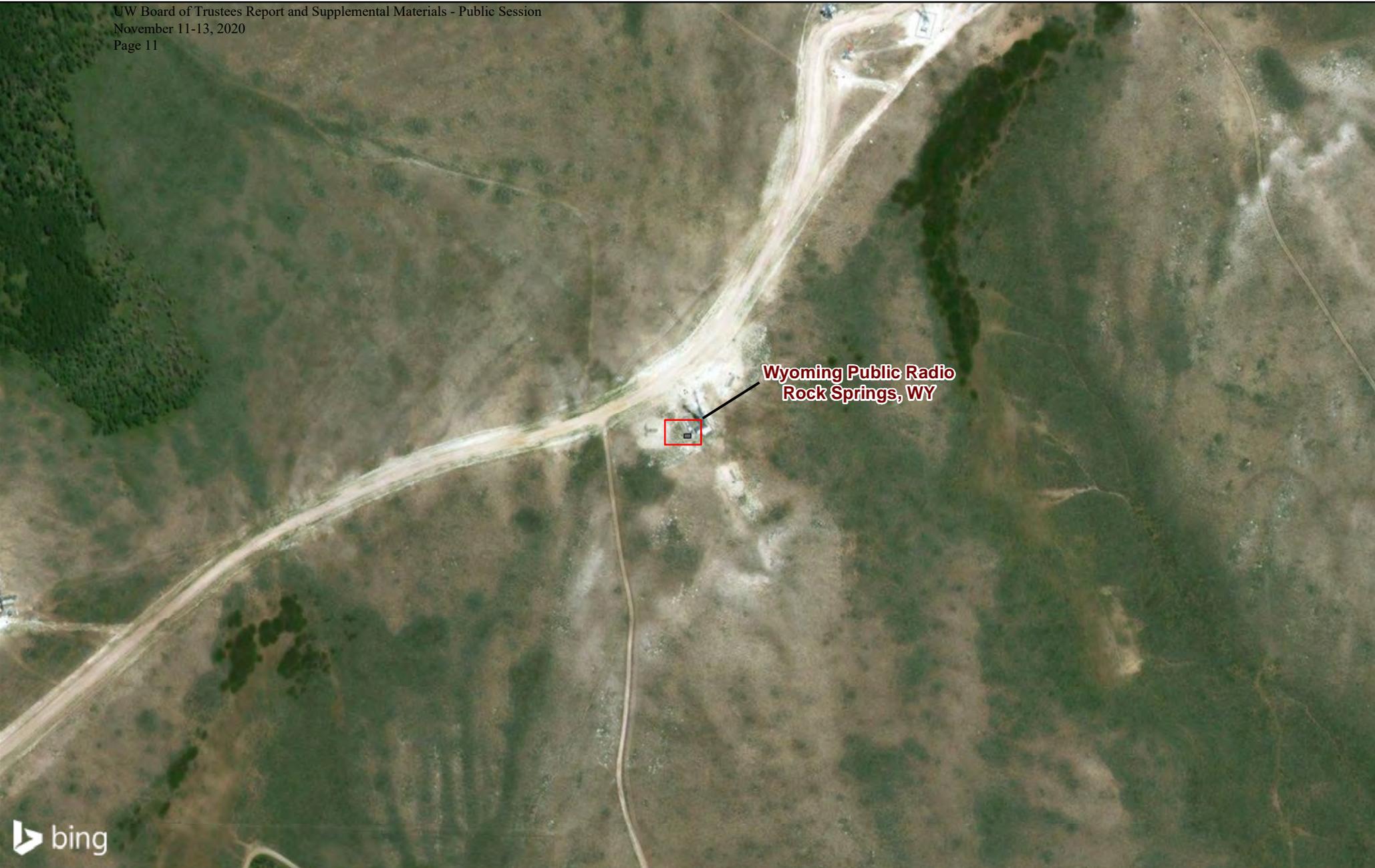
Board approval or disapproval of the recommendation of the Board's Facilities Contracting Committee.

PROPOSED MOTION:

"I move to authorize Administration to execute the Amendment to the Site Lease Agreement with GCR Electronics, LLC as presented to the Board."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

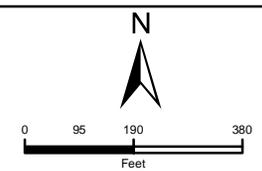


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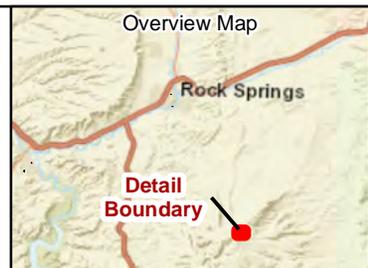
Site Lease Extension with GCR Electronics
Wyoming Public Radio
Rock Springs, WY

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: 8/18/2020

Prepared by:
Real Estate Operations



**AMENDMENT
TO THE SITE LEASE AGREEMENT
BETWEEN
GCR ELECTRONICS, LLC
AND
UNIVERSITY OF WYOMING**

This Amendment to the Site Lease Agreement dated 12 December 2011 between GCR Electronics, LLC (herein called "LESSOR") and the University of Wyoming (herein called "LESSEE"), is effective 1 December 2020.

WHEREAS, Lessor is the owner in fee simple or a lessee of a parcel of land and is owner of a communications tower (Tower") located in the State of Wyoming, as more specifically described as *Latitude 41-25-39N; Longitude 109-07-19W, 19.3 km SSE of Rock Springs, Wyoming* and further described and shown on Exhibit A ("Site").

WHEREAS, Lessee has installed an antenna system on said tower and certain radio communications equipment in the equipment building, located at the tower site, and has operated and maintained said antenna and equipment upon the Site; and

WHEREAS, Lessee has procured authorization to use a concrete pad on the west side of the site for a propane tank; and

WHEREAS, the original term of the Lease Agreement dated 12 December 2011 expired 30 November 2015 and Addendum No. 1 will expire 30 November 2020 and LESSEE has notified LESSOR of LESSEE's desire to exercise the option to extend the lease as stated in Section 2.b. of said Lease Agreement for an additional term; and

WHEREAS, LESSOR has agreed to extend said lease for an additional term as set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to revise the above Agreement by this Amendment as follows:

2. Term.

- a. This Lease shall be effective on December 1, 2020 (the "Commencement Date") and end sixty (60) months later on November 30, 2025 (the Termination Date"), unless sooner terminated as provided herein.
- b. After the term of this Amendment expires, Lessor grants to Lessee an option to renew this lease for an additional five (5) year term. Lessee may exercise this option by providing one hundred and twenty (120) days written notice to Lessor of Lessee's intent to renew. An amendment or agreement shall be executed and signed by the parties upon each renewal term.
- c. Lessor or Lessee may terminate this agreement at any time, with or without cause upon One Hundred Eighty (180) days prior written notice to the other party.

3. Rent.

- a. Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the sum of \$14,683.08 to be paid monthly in the amount of \$1,223.59 ("Base Rent") commencing on the date of this agreement, said annual payment to be adjusted annually by a 3% increase, unless otherwise stated by Landlord as indicated in monthly billing invoices sent to Lessee. The initial lease payment shall be paid at the time of execution of this lease agreement. It is acknowledged by the parties that the amount of \$1,223.59 was paid at the commencement of the effective Lease date. The effective monthly rate schedule shall be as follows:

<u>Effective Date</u>	<u>Per Month Rate</u>
December 01, 2020	\$1,223.59
December 01, 2021	\$1,260.30

**ADDENDUM NO. 1
TO THE SITE LEASE AGREEMENT
BETWEEN
GCR ELECTRONICS, LLC
AND
UNIVERSITY OF WYOMING**

This Addendum to the Site Lease Agreement dated 12 December 2011 between GCR Electronics, LLC (herein called "LESSOR") and the University of Wyoming (herein called "LESSEE"), though signed at a later date, is effective 1 December 2015.

WHEREAS, Lessor is the owner in fee simple or a lessee of a parcel of land and is owner of a communications tower (Tower") located in the State of Wyoming, as more specifically described as *Latitude 41-25-39N; Longitude 109-07-19W, 19.3 km SSE of Rock Springs, Wyoming* and further described and shown on Exhibit A ("Site").

WHEREAS, Lessee has installed an antenna system on said tower and certain radio communications equipment in the equipment building, located at the tower site, and has operated and maintained said antenna and equipment upon the Site; and

WHEREAS, Lessee has procured authorization to use a concrete pad on the west side of the site for a propane tank; and

WHEREAS, the original term of the Lease Agreement dated 12 December 2011 expired 30 November 2015 and LESSEE has notified LESSOR of LESSEE's desire to exercise the option to extend the lease as stated in Section 2.b. of said Lease Agreement for an additional term; and

WHEREAS, LESSOR has agreed to extend said lease for an additional term as set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to revise the above Agreement by this Addendum as follows:

2. Term.

- a. This Lease, although signed at a later date shall be effective on December 1, 2015 (the "Commencement Date") and end sixty (60) months later on November 30, 2020 (the Termination Date"), unless sooner terminated as provided herein.
- b. After the term of this Addendum No. 1 expires, Lessor grants to Lessee an option to renew this lease for an additional five (5) year term. Lessee may exercise this option by providing sixty (60) days written notice to Lessor of Lessee's intent to renew. An addendum or agreement shall be executed and signed by the parties upon each renewal term.

3. Rent.

- a. Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the sum of \$12,665.76 to be paid monthly in the amount of \$1,055.48 ("Base Rent") commencing on the date of this agreement, said annual payment to be adjusted annually by a 3% increase, unless otherwise stated by Landlord as indicated in monthly billing invoices sent to Lessee. The initial lease payment shall be paid at the time of execution of this lease agreement. It is acknowledged by the parties that the amount of \$1,055.48 was paid at the commencement of the effective Lease date. Billing invoice to Lessee shall be mailed to:

**University of Wyoming
Wyoming Public Radio
Dept. 3984
1000 E. University Avenue
Laramie, WY 82701**

17. Liability and Insurance:

**ADDENDUM NO. 1
TO THE SITE LEASE AGREEMENT
BETWEEN
GCR ELECTRONICS, LLC
AND
UNIVERSITY OF WYOMING**

- d. viii. **Any insurance the University of Wyoming (lessee) has above Wyoming statutory caps is not be construed as a waiver of statutory caps, and is available only for claims where the Wyoming Governmental Claims Act may not apply.**
- i. **Lessor shall at all times during the term of the lease, and at its expense, procure and maintain commercial general liability insurance coverage with limits of at least One Million Dollars (\$1,000,000) necessary to protect the property, its appurtenances and any personal or bodily injury and property liability.**

27. Miscellaneous.

i. 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 is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

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. **If applicable, 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. If applicable, 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.**

INCORPORATION OF ADDENDUM INTO ORIGINAL LEASE

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANCK]

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”) entered into as of this 12th day of December, 2011, by and between **GCR Electronics, LLC**, a Wyoming corporation (“**Landlord**” or “**Lessor**”), whose address is PO Box 189, County Road 209, Saratoga, Wyoming 82331, and, **the University of Wyoming**, whose principal office address is Dept. 3314-201 Old Main, 1000 E. University Avenue, Laramie, Wyoming 82071 (“**Tenant**” or “**Lessee**”).

Background

Recitals:

- A. Landlord is the owner in fee simple or a lessee of a parcel of land and is owner of a communications tower (Tower”) located in the State of Wyoming, as more specifically described as *Latitude 41-25-39N; Longitude 109-07-19W, 19.3 km SSE of Rock Springs, Wyoming* and further described and shown on Exhibit A (“Site”).
- B. Tenant desires to lease from Landlord, antenna space, cable runs to connect equipment to antennas and ground space to locate at or near the base of the Tower a building or shelter to house its equipment.
- C. This is a non-exclusive Site Lease Agreement. Tenant agrees and acknowledges that Landlord may, from time to time, at its option, offer for rent to other tenants, space on the Tower and ancillary ground space or may use the Tower or space itself and no consent of Tenant is required.
- D. Accordingly, the parties are entering into this Site Lease Agreement on the terms and conditions set forth herein.

In consideration of the mutual covenants contained herein and other good and valuable consideration passing by and between the parties, the adequacy and receipt of which consideration is hereby acknowledged, the parties agree as follows:

Terms

1. Leased Premises:
 - a. Landlord leases to Tenant the real property described above together with a nonexclusive easement for ingress, egress and utilities over the adjacent real estate and premises.
 - b. Landlord hereby grants to Tenant, subject to the subsequent provision hereof, and at Tenant’s sole risk, cost and expense, the right to install, operate, and maintain the equipment described below in Tenant’s own building:
 - i. BE FM30B transmitter
 - ii. Phase Master 3 phase Rotary converter

- iii. Burke ARC16 remote control
- iv. BE FX50 exciter
- v. Comstream ABR200 satellite receiver
- vi. Bird Power Watcher
- vii. Innovonics IMX Stereo Generator
- viii. Gentner Silence Sensor
- ix. Afex Audio Processor
- x. Air compressor
- xi. Modulation Monitor

c. In the event any court or governmental authority of competent jurisdiction orders, decrees or otherwise requires Landlord to limit, restrict or cease operating the Premises as a Communications Facility, Landlord shall terminate effective upon one hundred twenty (120) days written notice to Tenant without further liability to either Landlord or Tenant. If operating the Premises as a Communications Facility becomes economically not viable for Landlord in Landlord's sole opinion and determination, this Lease shall terminate effective upon one hundred twenty (120) days written notice to Tenant, without further liability to either Landlord or Tenant. Tenant shall within one hundred twenty (120) days of receipt of the written notice remove any equipment, antennas or personal property in accordance with the terms of this Lease.

2. Term.

a. This Lease, although signed at a later date shall be effective on December 1, 2010 (the "Commencement Date") and end sixty (60) months later on November 30, 2015 (the Termination Date"), unless sooner terminated as provided herein.

b. After the initial term of this Lease expires, Landlord grants to Tenant an option to renew this lease for an additional five (5) year term. Tenant may exercise this option by providing sixty (60) days written notice to Landlord of Tenant's intent to renew. An addendum or agreement shall be executed and signed by the parties upon each renewal term.

3. Rent.

a. Tenant shall pay Landlord as annual rent for the Premises each month during the term of this Lease the sum of \$995.00 ("Base Rent") commencing on the effective date indicated in this document as December 1, 2010. Tenant shall pay Landlord as annual rent for the Premises each year during the term of this Lease the sum of \$11,940.00 to be paid monthly in the amount of \$995.00 ("Base Rent") commencing on the date of this agreement, said annual payment to be adjusted annually by a 3% increase, unless otherwise stated by Landlord. The initial lease payment shall be paid at the time of execution of this lease agreement. It is acknowledged by the parties that the amount of \$995.00 was paid at the commencement of the effective Lease and that the current monthly payment has been paid since January 01, 2011, in the amount of \$1,024.85, which reflects the 3% per annum increase stated above.. Billing invoice to Lessee shall be mailed to:

**University of Wyoming
Wyoming Public Radio
Dept. 3984
1000 E. University Avenue**

Laramie, WY 82701

b. Tenant shall pay Landlord a late payment charge equal to ten percent (10%) of the rental amount for any month where rent payment has not been made within forty-five (45) days of the date that payment is due. Any rental payment received after the due date shall be deemed "late" and subject to the provisions of this paragraph.

c. Base Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

e. If this Lease is terminated at a time other than the last day of the month, Base Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Tenant's default, all prepaid rents shall be refunded to the Tenant within thirty (30) days of the effective date of termination.

4. Use of Premises.

Tenant shall have the right to occupy and use the Premises as follows:

a. Lessee shall use the leased premises as a communication electronics site for the purposes related thereto. Lessee shall construct and maintain, at Lessee's sole cost and expense, any rack mounting space inside the building(s), space on the tower structures, and mounting devices needed to support or contain electronic communication equipment and antennas. A list of equipment installed is described in Section 1. b. The equipment at the communications site will be substantially as per Section 1. b. In the event the Lessee desires to erect additional buildings or towers, Lessor's written approval must be obtained.

b. Upon completion of communication facility installation, lessee shall keep the leased premises in a neat and tidy condition.

c. Lessee shall, at its expense, pay for its used electrical power at the leased premises.

d. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation made on the Premises.

e. Tenant shall have twenty-four (24) hour, seven (7) day a week, year round access to the Premises, subject, however, to snow, wind, mud and other natural occurrences which may affect access.

5. Attachment of Antennas, Construction of Ground Equipment, Improvements, Removal.

a. i. Tenant shall submit plans and specifications for all improvements to Landlord in such detail as Landlord shall request for Landlord's written approval, such approval not to be unreasonably withheld or delayed. No improvement, construction, installation or alteration shall

be commenced until plans for such work have been approved by the Landlord in writing and all necessary permits have been properly issued.

ii. Prior to commencing construction, Tenant shall provide Landlord with the name of the contractor that will be constructing the improvements. Said contractor shall be appropriately certified. The selection of the contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed. All improvements shall be constructed in a workmanlike and safety compliant manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

b. i. The Tower shall remain the property of Landlord. Tenant shall remove Tenant's equipment, antennas and personal property upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove the same. All other alterations, improvements and structures located or constructed on the Premises (except for movable equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed upon the termination of this Lease shall become the property of Landlord, or subject to removal by forcible entry and detainer action, at Landlord's option and at Tenant's sole expense.

ii. Upon removal of the improvements (or portions thereof) as provided above in subpart (i), Tenants shall restore the affected area of the Premises to the reasonable satisfaction of Landlord, reasonable wear and tear and insured casualty excepted.

iii. All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (i) and (ii) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

c. No improvements or modifications to the Tower or Premises shall be made without the Landlord's prior written consent. Moreover, any such improvements or modifications are subject to the conditions set forth in section (a) (i), (ii) and (iii) above.

6. Use by Other Tenants.

a. Tenant shall cooperate with any existing or future tenant on the Tower in connection with their locating and placing their antennas and other facilities on the Tower or in the building and in constructing ancillary support facilities. If the location and placement can not be agreed to after a good faith effort has been made, Tenant reserves right to terminate lease with thirty (30) days notice. If Tenant agrees to continue Lease, Landlord shall make a final resolution that binds

both Tenant and the current or future tenants; provided, however, that in no event shall Tenant be required to move its antennas from the location and height originally approved by Landlord and then constructed by Tenant.

b. Current and future tenants shall be solely responsible for the cost of locating and placing their equipment onto the Tower and in the building and in constructing the ancillary support facilities, including any support buildings. The current or future tenants shall also be responsible for any liabilities that arise from their use of the Tower. Tenant agrees not to interfere with the use and or operation of any other tenant. Landlord agrees to take all reasonable steps, but makes no guarantees, necessary to assure that all current and future tenants do not interfere with the use and operation of the Premises and Tower by Tenant. In the event that usage by other tenants interferes with Tenant's use of Tower, Tenant reserves the right to terminate the lease with thirty (30) days notice.

c. Landlord may elect at any time to rent space on the Tower and Premises to another tenant, such usage collectively referred to as "Usage Rent." Tenant shall cooperate with Landlord in connection with Landlord's locating and placing the future tenant's antennas and other facilities on the Tower, in the building, and into the ancillary support facilities. Such cooperation necessary to protect the Tenant's usage of Tower and Premises, including monetary expenditures would be the responsibility of the Tenant, while any monetary expenditures necessary to protect the other tenants' usage will fall to them respectively. If the location and placement cannot be agreed to, Landlord shall make the final resolution and plan, which shall bind both Tenant and other tenants as outlined in paragraphs a. and b. above. The collection of Usage Rent from any other tenant shall in no way alter Tenant's responsibility under this Lease to pay its Base Rent.

d. Tenant agrees to give reasonable consideration to any request by Landlord to locate and place Landlord's Communication Facilities (antennas, transmitters, receivers and support equipment) upon other Towers owned or leased by Tenant.

e. Landlord or Tenant may require any future tenant on the Tower to obtain an interference study to indicate whether the future tenant's intended use of the Tower will interfere with Landlord's or Tenant's use of the Tower. In the event that such a study indicates that any future tenant's use will potentially interfere with Landlord's or Tenant's use of the Tower, Landlord or Tenant may require the future tenant, at the future tenant's expense (as appropriate), to relocate the future tenant's antenna and other equipment so as to minimize the interference.

7. Signs/Graffiti.

Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first obtain the Landlord's written consent to design, size and location. Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein.

8. Maintenance.

Tenant shall, at its expense, maintain its own equipment and other personal property on the Premises and Tower and keep the same in good working order, condition and repair. Tenant shall keep the Premises and Tower free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Landlord shall, at its sole expense, maintain all common areas on the Premises and shall maintain the Tower. Landlord may require Tenant to submit to an annual inspection of its improvements, equipment, fixtures and personal property placed on the Premises and Tower by Tenant. As a part of the annual inspection, Tenant may be required to make reasonable repairs, at its cost, for damage to the Premises and Tower, equipment or personal property, attributable to Tenant's use.

9. Access.

Landlord and its agents shall have the right to enter the Premises at reasonable times and upon reasonable notice to examine, inspect and use the Premises leased to Tenant.

10. Utilities.

Tenant shall be responsible for obtaining any utility service to the Premises that it desires and shall have such utilities placed on separate service meters. Tenant shall pay when due all charges for utilities to the Premises during the term of the Lease.

11. License Fees.

Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

12. Governmental Approvals.

This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that are necessary and maintaining those during the term of this Lease.

13. Default and Landlord's Remedies.

a. It shall be a default: if Tenant defaults in the payment of Base Rent or any other sums to be paid to Landlord when due, for which no advance notice of default is required; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure or make reasonable attempts to cure, such other default within ten (10) days after written notice from Landlord specifying the default complained of; or if tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and Tower and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately vacate the Tower (and

proceed as set forth in paragraph 5) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Base Rent and Additional Rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease including reasonable attorney fees and court costs or (b) without terminating this Lease, relet the Premise and Tower, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorney's fees and court costs, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise.

c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election or waiver on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

d. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any Base Rent or Additional Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney fees and court costs, if Landlord prevails in its recovery action.

e. For purposes of this agreement, "abandons or vacates" means, at any time during the term of this Lease Tenant moves from or ceases to occupy the Premises and Tower for a period of sixty (60) continuous days. Removal of equipment or antennas, without replacing the same in a reasonable time, shall be deemed an external act of Tenant's intent to abandon or vacate.

14. Cure by Landlord.

In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees, expert fees or travel, court costs in instituting, prosecution or defending any action to enforce the Landlord's right under this Lease, the sums so paid by Landlord, with all interest, costs (including but not limited to actual attorney's fees, expert fees, travel and court costs) and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses, provided the

Landlord's payment, performance or enforcement of rights is due to Tenant's breach of this Lease, intentional misconduct or negligence.

15. Damage or Destruction.

a. If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Landlord and Tenant shall proceed as set forth in Paragraph 5 above. This Lease and (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Base Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises or Tower.

b. Tenant agrees Landlord shall not be responsible or liable under any circumstances for any loss of revenues or other consequential damages unless such losses or damages are caused by Landlord's negligent or intentional acts.

16. Condemnation.

In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vest in the condemning authority. In the event a portion of the Premises is taken by eminent domain as to materially hinder effective use of the Premise by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

17. Liability and Insurance:

a. Disclaimer of liability: Except as otherwise provided by law, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tower, except to the extent attributable to the negligent or intentional act or omission of Landlord, employees or agents.

b. Tenant shall be liable for, to the extent allowable by law and to the extent of applicable insurance:

i. Any and all liability, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Landlord by reason of any act or omission of Tenant, its officers and employees, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be caused by Tenant's construction, installation, operation, maintenance, use or condition of the Premises.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Landlord by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, the Tenant shall make reasonable efforts to cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.

d. Insurance: During any term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Workers' compensation coverage as required by Wyoming law.

ii. Commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Tenant, its employees with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of construction, property coverage insurance covering cables, materials machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of or on the Tower. Upon completion of the installation of or on the Tower, Tenant shall substitute for the foregoing property insurance in the amount of the insurable values installed or constructed.

v. Business interruption insurance coverage in an amount sufficient to cover such loss of Tenant's revenues, for the period of time which it would take, under normal

circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.

vi. All policies shall be written on an occurrence basis.

vii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

e. Evidence of Insurance: Certificates of Insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, shall be filed with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

f. Cancellation of Policies of Insurance: The Certificate of Insurance shall contain the following:

“At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel or replace same.”

g. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers’ compensation, comprehensive general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

h. Review of Limits: Once during each calendar year during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord and Tenant mutually agree that higher limits of coverage are necessary to protect the interest of Landlord, or that Tenant has failed to comply with the insurance requirements as stated in the Lease, Tenant shall obtain the additional limits of insurance, at its sole cost and expense.

18. Hazardous Substance Indemnification.

Tenant and Landlord represent and warrant that their use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. “Hazardous substance” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Tenant shall be liable for any claims, damages, expenses or lawsuits that arise from Hazardous Substances on the Premises caused by Tenant in its use of the Premises during the term of this Lease.

19. Holding Over.

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rent herein specified and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

20. Subordination to Mortgage.

Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under the Lease. Tenant subordinates all of its interest in the leasehold estate created by the Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination. Landlord shall upon Tenant's reasonable request, to cooperate with tenant in Tenant's attempts to obtain a Non-disturbance Agreement from any of Landlord's lenders.

21. Acceptance of Premises

By taking possession of the Premises, Tenant accepts the Premises "AS IS" without any expressed or implied warranties.

22. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

To Landlord: GCR Electronics, LLC
PO Box 189
Saratoga, Wyoming 82331

To Tenant: University of Wyoming
Real Estate Operations
Dept 3314-201 Old Main
1000 E. University Avenue
Laramie, Wyoming 82071

23. Assignment and Subletting.

Subject to the provisions of paragraph 6, Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises or Tower without the Landlord's prior written consent. Consent by Landlord to any other assignment or subletting shall not constitute a waiver

of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or Tower or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect Base Rent and Additional Rent from the assignee, subtenant or occupant and apply the net amount collected to the Base Rent and Additional Rent and other obligations of Tenant hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant of the covenants on the part of Tenant hereunder contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

24. Successors and Assigns.

This Lease shall be binding on and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

25. Non-Waiver.

Failure by either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

26. Optional Termination.

Landlord shall have at its sole discretion the option of terminating this Lease if Tenant loses any license or permit required for the services Tenant provides, for any reason, including but not limited to non-renewal, cancellation or expiration of its license or permit.

27. Taxes.

Tenant shall pay all taxes on Tenant's personal property on the Premises, where applicable. Landlord shall pay all taxes on Landlord's real property and personal property on the Premises, where applicable.

28. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no

representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

d. This Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, or otherwise made available to Tenant for purposes of meeting all or any portion of its obligation hereunder. In the event sufficient funds are not appropriated, budgeted or made available for tenant to meet its obligations under this Agreement, Tenant may unilaterally terminate this agreement by giving 30 days written notice to Landlord.

e. The University of Wyoming does not waive its sovereign immunity and/or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

f. Any actions or claims against the University 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.

g. 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.

h. The Lessor shall release, indemnify, and hold harmless the University of Wyoming, its officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

i. The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment based on their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

This Lease was executed as of the date first set forth above.

19. Holding Over.

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rent herein specified and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

20. Acceptance of Premises

By taking possession of the Premises, Tenant accepts the Premises "AS IS" without any expressed or implied warranties.

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part of Tenant hereunder contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

23. Successors and Assigns.

This Lease shall be binding on and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

24. Non-Waiver.

Failure by either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

25. Optional Termination.

Landlord shall have at its sole discretion the option of terminating this Lease if Tenant loses any license or permit required for the services Tenant provides, for any reason, including but not limited to non-renewal, cancellation or expiration of its license or permit.

26. Taxes.

Tenant shall pay all taxes on Tenant's personal property on the Premises, where applicable. Landlord shall pay all taxes on Landlord's real property and personal property on the Premises, where applicable.

27. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

d. This Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, or otherwise made available to Tenant for purposes of meeting all or any portion of its obligation hereunder. In the event sufficient funds are not appropriated, budgeted or made

available for tenant to meet its obligations under this Agreement, Tenant may unilaterally terminate this agreement by giving 30 days written notice to Landlord.

e. The University of Wyoming does not waive its sovereign immunity and/or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

f. Any actions or claims against the University 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.

g. 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.

h. The Lessor shall release, indemnify, and hold harmless the University of Wyoming, its officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

i. The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment based on their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, sexual orientation, religion, political belief, age, veteran status, or handicap.

This Lease was executed as of the date first set forth above.

LANDLORD:
GCR Electronics, LLC



Gregory C. Ryan
Manager

STATE OF WYOMING)
) SS
COUNTY OF CARBON)

The foregoing instrument was acknowledged before me by Gregory C. Ryan as Manager of GCR Electronics, LLC this 20 day of January 2011.
Witness my hand and official seal.



Stephanie Painter
Notary Public

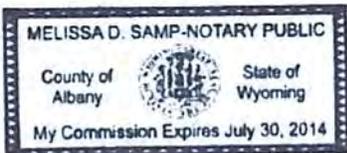
My Commission expires: 10-19-13

TENANT:
University of Wyoming

Mark A. Collins
Douglas H. Vinzant
Vice President for Administration
Deputy Treasurer, Board of Trustees

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by ^{Mark A. Collins}for Douglas H. Vinzant as Vice President for Administration and Deputy Treasurer, Board of Trustees this 19th day of December 2011.
Witness my hand and official seal.



Melissa D. Samp
Notary Public

My Commission expires: July 30, 2014

AGENDA ITEM TITLE: Corbett Pool Locker Room Renovation Contract Approval, Mai

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:
[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

Attachments are provided with the narrative—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

The Wyoming legislature appropriated \$1.0 M “for the purposes of major maintenance expenditures related to Corbett pool” during the 2018 budget session. The total project budget includes an additional \$2.8 M in FY 2021 Major Maintenance Funds and \$350,000 from the College of Health Sciences for a total project budget of \$4.15 M.

Arete Design Group was hired in November 2018 to produce construction documents and manage the project to bring locker rooms up to current standards. Their charge has been to focus on competitive recruiting, student experience, improve mechanical systems, and address acoustical issues. This project is needed in order to enhance the facility to ensure ADA compliance as well as to provide a safe and secure environment for our student athletes.

The project was bid as a Design-Bid-Build contract. Shepard Construction of Rawlins, WY is the low bidder. Administration is requesting approval to execute the Agreement between the Owner and Contractor in the amount of \$3,276,750.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

November 2018 – Board approval to hire design consultant firm.
May 2019 – Board approval to authorize Design-Bid-Build construction delivery method for the Corbett Pool Locker Room Renovations.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9, the Board of Trustees shall approve the construction contracts over \$500,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to contract with Shepard Construction of Rawlins, WY for \$3,276,750.

PROPOSED MOTION:

“I move to authorize Administration to execute the Agreement between the Owner and Contractor, between the University of Wyoming and Shepard Construction of Wyoming in the amount of \$3,276,750.00.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Update for Student Housing and Dining, Mai

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:
[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

Attachments are provided with the narrative—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

In the fall and spring of 2019-20, Administration worked with the consulting firms of; Plan One, alm2s, and Mackey Mitchell Architects on Level 2 planning for Phase 1 of the Student Housing and Dining project. Phase 1 will consist of the construction of approximately 1,000 beds of freshman housing, an 850-seat dining facility, landscaping and civil infrastructure improvements. Administration and the architectural consultants are currently working through designs related to site planning and exterior building design.

The Facilities Contracting Committee Chairman Trustee McKinley will lead a discussion on housing.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

March, 2020 – Board authorized Administration to execute an agreement for Level 3 architectural and engineering services for Phase 1 of the Student Housing and Dining project.

January, 2020 – Board authorized Administration to make an expenditure from the Housing Reserve account for programming design services for the Student Housing and Dining project.

November, 2019 – Board approved a Board Resolution addressing reimbursement of capital expenditures for the housing-related projects.

September, 2019 - Board authorized construction of an appropriate number of buildings in the northeast corner of campus immediately west of 15th street.

July, 2019 – Board authorized Administration to negotiate and contract with the consulting firms; Plan One, alm2s and Mackey Mitchell Architects, as the design consultant for the Student Housing and Dining project.

May, 2020 – Board approved negotiating an agreement with JE Dunn for construction management services.

October, 2020 – Board approved housing footprint preferred site.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board has received regular updates about the proposed Student Housing and Dining Projects.

ACTION REQUIRED AT THIS BOARD MEETING:

None

PROPOSED MOTION:

None

PRESIDENT'S RECOMMENDATION:

None

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 12-3 (Motor Vehicle and Tribal License Plate Programs), Brown/Evans

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

Attached is UW Regulation 12-3 (Motor Vehicle and Tribal License Plate Programs) with proposed modifications to provide flexibility to award additional scholarships if further revenue is available. Per the routing process for UW Regulations, the proposed modifications were provided to the Cabinet, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor.

The Trustees Regulation Committee will discuss this item at the November 2020 Board of Trustees conference call and recommend full Board action, if appropriate.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

UW Regulation 1-101 requires that the Board approve modifications to UW Regulations.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval, modification, or disapproval of the recommended modifications to the Regulations.

PROPOSED MOTION: [Trustee Brown to provide motion.]

“I move to authorize modifications to UW Regulation 12-3, as presented to the Board”

PRESIDENT’S RECOMMENDATION:

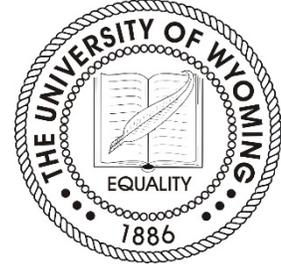
The President recommends approval.

Draft 10-9-20

UNIVERSITY OF WYOMING REGULATIONS

Subject: Motor Vehicle and Tribal License Plate Programs

Number: UW Regulation 12-3



I. PURPOSE

To establish a policy for administration of the University of Wyoming Motor Vehicle License Plate Program and the tribal license plate program authorized by Wyoming Statutes and the Board of Trustees.

II. GENERAL INFORMATION

The University of Wyoming Motor Vehicle License Plate Program was created by Wyoming Statutes 21-17-118 and 31-2-219, which authorizes the Board of Trustees of the University to establish and promulgate the rules for a license plate program to be administered by the University and to provide for a student support and student financial aid fund for students at the University. The tribal license plate program was created by Wyoming Statute 31-2-230.

III. MOTOR VEHICLE LICENSE PLATE PROGRAM

A. Applications

Owners of vehicles who desire to register or renew the registration of a vehicle in Wyoming effective on or after January 1, 2008, may submit an application to the University through its Office of Alumni Relations for a University of Wyoming Motor Vehicle License Plate. The application may be submitted online through the WYDOT website or on paper application to the University of Wyoming Alumni Association offices. The application shall be accompanied by the fee established by Wyoming Statute 31-2-219. The Office of Alumni Relations shall oversee the license plate program, including processing applications and reconciling accounts.

B. Revenues

1. The fees collected under this Regulation shall be deposited into the University of Wyoming Motor Vehicle License Plate account. Any fees, gifts, contributions, donations or other monies donated to this account shall be used exclusively for student financial aid and for projects and programs that directly support students at the University.

Draft 10-9-20

2. All expenditures made from this account shall be in compliance with this Regulation.
3. In the event the University of Wyoming Motor Vehicle License Plate Program is repealed or there is excess revenue, any remaining or excess revenue will be transferred to the office of Scholarships and Financial Aid and awarded in the form of scholarships to students who are residents of the State of Wyoming.

C. Scholarships

To the extent revenues are available from license plate fees, the following scholarships may be awarded annually, with preference given to Wyoming resident students based upon academic merit and involvement. The awards shall be made by the Division of Student Affairs through its Office of Alumni Relations in coordination with the Office of Student Financial Aid:

1. Ten scholarships of \$1,500 each per year for up to three consecutive years. New scholarships will be offered through 2021.
 - a. Ten scholarships will be offered to Wyoming community college transfer students.
 - b. At a minimum, one scholarship will be offered to a qualifying student from each Wyoming community college each year.
 - c. These scholarships may transition from undergraduate to graduate studies after the first completed year, but must be consecutive years.
2. Eleven (or more) four-year scholarships of \$1,500 each per year.
 - a. One to an incoming freshman from each of the following six geographic areas (if further revenue is available, additional scholarships may be awarded to incoming freshman and shall rotate consecutively from each of the following six geographic areas):
 - (1) District I: Park, Big Horn, Washakie, Hot Springs, and Fremont Counties
 - (2) District II: Sheridan, Johnson, Campbell, Crook, Weston, and Converse Counties
 - (3) District III: Lincoln, Sweetwater, Uinta, Sublette, and Teton Counties
 - (4) District IV: Natrona, Albany, and Carbon Counties

Draft 10-9-20

(5) District V: Laramie, Goshen, Platte, and Niobrara Counties

(6) District VI: Out-of-state (non-Wyoming residents)

- b. Two scholarships to non-traditional students.
 - c. Two incoming freshman with financial need.
 - d. One scholarship to the grandchild of a UW graduate. Eligible to freshman or sophomore undergraduates. May not transition to graduate studies.
3. Three Scholarships of \$1,500 each per year, subject to annual renewal.
- a. One scholarship to a fifth- or sixth-year undergraduate student.
 - b. One scholarship to a student who is pursuing a second bachelor's degree.
 - c. One scholarship to a student enrolled in an Outreach Credit degree program.
4. One-year award of \$3,000
- a. One award to a Recognized Student Organization (RSO) seeking student programming funds for a project or projects to benefit the campus or community. Selection will be made by a committee comprised of representatives of ASUW student government and Wyo-Gold, the student alumni association.

IV. TRIBAL LICENSE PLATE PROGRAM

Owners of vehicles who desire to register or renew the registration of a vehicle in Wyoming effective on or after January 1, 2017, may submit an application to the University through its Office of Alumni Relations for an Eastern Shoshone Indian tribe or Northern Arapaho Indian tribe license plate. The application may be submitted online through the WYDOT website or on paper application to the University of Wyoming Alumni Association offices. The application shall be accompanied by the fee established by Wyoming Statute 31-3-102. The Office of Alumni Relations shall oversee the tribal license plate program, including processing applications and reconciling accounts.

The fees collected under this section shall be deposited in one of two scholarship funds managed by the UW Foundation based upon the license plate purchased: the Chief Washakie Scholarship and the Northern Arapaho Endowment Scholarship.

Draft 10-9-20

Responsible Division/Unit: Office of Alumni Relations

Source: WY ST § 21-17-118, § 31-2-219 and § 31-3-102

Links: <http://www.uwyo.edu/regs-policies>

Associated Regulations, Policies, and Forms: None

History:

University Regulation 255, Revision 1; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 9/12/2014 Board of Trustees meeting
Revisions adopted 2/9/2015 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 3-255, now UW Regulation 12-3
Revisions adopted 3/28/2019 Board of Trustees meeting

AGENDA ITEM TITLE: Approval of Contracts and Grants Report, Synakowski

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:
[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

The Division of Research and Economic Development provides a list of all Contract and Grants awarded to the University of Wyoming. This report provided data on a monthly basis. Attached is a list of all research grants and contracts awarded during September and October of the second quarter of FY21.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

At each meeting the Board approves or disapproves the Contract and Grants Report.

WHY THIS ITEM IS BEFORE THE BOARD:

UW Regulation 5-2 requires that all research grants, contracts and gifts be accepted or rejected by the Board.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the Contract and Grants Report.

PROPOSED MOTION:

I move to approve the Contract and Grants Report as presented to the Board.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Administration for Community Living/DHHS	452,199.00	Canyon Hardesty	Wyoming Institute for Disabilities WIND	National Training Initiative - Supporting Children Impacted by the Opioid Epidemic (SCOPE) Year 2
America View, Inc.	23,500.00	Ramesh Sivanpillai	Wyoming Geographic Information Science Center	StateView Program Development and Operations for the State of Wyoming
Bureau of Justice Statistics/Department of Justice	79,756.00	Laurel Wimbish	Wyoming Survey & Analysis Center	Investigating the Success Rates of Felony Probationers and Parolees in Wyoming
Bureau of Land Management/Department of the Interior	45,000.00	Brian Mealar	Plant Sciences	WY NE Wyoming Native Plant Reclamation and Restoration RM CESU
Centers for Disease Control and Prevention/DHHS	231,118.00	David Jones	College of Health Sciences Deans Office	Medicare Cost Report Payments for the Casper and Cheyenne Residency Programs to Encounter Rate of Services Provided on their Annual Clinic Costs Reports
Department of Education	19,543.00	Christina Millemon	Student Educational Opportunity	Educational Opportunity Centers-EOC1(South)_(2020-2021)
Department of Education	9,259.00	Christina Millemon	Student Educational Opportunity	Educational Opportunity Centers-EOC2(North)_(2020-2021)
Department of Education	353,590.00	Sandra Kingsley	Student Educational Opportunity	Upward Bound Math Science PY20-21
Department of Education	7,670.00	Debra Hintz	Scholarships & Financial Aid	Direct Student Loans 2019-20
Department of Education	14,138.01	Debra Hintz	Scholarships & Financial Aid	Pell Grant 2019-20
Department of Education	1,220,036.00	Debra Hintz	Scholarships & Financial Aid	Direct Student Loans 2020-2021
Department of Education	11,398,362.00	Debra Hintz	Scholarships & Financial Aid	Direct Student Loans 2020-2021
Department of Education	3,862,528.25	Debra Hintz	Scholarships & Financial Aid	Pell Grant 2020-2021
Forest Service (USDA)	5,859.40	Joseph Holbrook	Haub School of Environment & Natural Resources	Understanding use patterns of Canada lynx across landscape mosaics created by natural and anthropogenic disturbance factors
Forest Service (USDA)	61,000.00	Joseph Holbrook	Haub School of Environment & Natural Resources	Understanding use patterns of Canada lynx across landscape mosaics created by natural and anthropogenic disturbance factors
Forest Service/Department of Agriculture	20,000.00	Joseph Holbrook	Haub School of Environment & Natural Resources	University of Wyoming Resident Elk Herd Study
Kansas State University	15,000.00	William Stump	Plant Sciences	Great Plains Diagnostic Network-Wyoming Component (16-17)
Kappa Omicron Nu	3,000.00	Christine Hime	Family & Consumer Sciences	Understanding Elder Family Financial Exploitation (EFFE): Identifying Risk and Protective Factors
Morgan State University	70,000.00	Maohong Fan	Petroleum Engineering	Ceramic-Based Ultra-High Temperature Thermocouples in Harsh Environments
National Energy Technology Laboratory (NETL)	1,488,492.00	Steven Carpenter	Enhanced Oil Recovery Institute	Developing CO2-EOR and Associate Storage Within the Residual Oil Zone Fairways of the Powder River Basin, Wyoming
National Energy Technology Laboratory (NETL)	1,559,247.00	Steven Carpenter	Enhanced Oil Recovery Institute	Developing CO2-EOR and Associate Storage Within the Residual Oil Zone Fairways of the Powder River Basin, Wyoming

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
National Institute of Food and Agriculture/Department of Agriculture	94,616.00	Kelly Crane	UWYO	Wind River Federally Recognized Tribes Extension Program
National Institute of Food and Agriculture/Department of Agriculture	288,986.00	Jill Keith	Family & Consumer Sciences	Growing Season: Native Student Pathways to Food System and Sovereignty Studies
National Oceanic & Atmospheric Administration/Department of Commerce	249,902.00	Anthony Denzer	Civil & Architectural Engineering	EESLR 2019: Ecosystem and community vulnerability to surface and subsurface flooding and salinity dynamics with sea level rise and adaptation strategies
National Science Foundation	565,169.00	Domen Novak	Electrical & Computer Engineering	NRI: FND: The Robotic Rehab Gym: Specialized co-robot trainers working with multiple human trainees for optimal learning outcomes
National Science Foundation	367,810.00	Zachary Lebo	Atmospheric Science	Collaborative Research: Experiment of Sea Breeze Convection, Aerosols, Precipitation and Environment (ESCAPE)
Natural Resources Conservation Service/Department of Agriculture	30,000.00	Jeffrey Hamerlinck	Wyoming Geographic Information Science Center	IRMA 2.0--Design and Development of the Integrated Resource Management Application, Including Deployment and Maintenance
North Dakota State Univ	546,327.00	Michael Dillon	Zoology & Physiology	RII Track-2 FEC: Insect Cryobiology and Ecophysiology (ICE) Network: Integrating Genomics, Physiology, and Modeling
Nutriwyo LLC	116,555.00	Sreejayan Nair	School of Pharmacy	Development of a New Treatment for Diabetic Wounds
PRX	70,000.00	Christina Kuzmych	Wyoming Public Media	Catapult 2019-2022
Society for Personality and Social Psychology	1,500.00	Kayla Burd	Psychology	Does a Reasoning Requirement Reduce Racial and Ethnic Biases in Jury Decision Making?
State of Colorado Department of Natural Resources	5,955.00	Shannon Albeke	Wyoming Geographic Information Science Center	ICP Web Viewer and Database Maintenance
University of Florida	30,592.00	Ellen Currano	Botany	Surviving a mass extinction: Lessons from the post K-Pg fern spike
Utah State University	15,000.00	Randa Jabbour	Plant Sciences	The Alfalfa Insecticide Management (AIM) Toolkit: Linking insecticide fate modeling with alfalfa pest and beneficial insect toxicity endpoints
Various Sponsors	3,156.00	Jill Kline	Small Business Development Center	Program Income for FY18 SBDC SBA
Various Sponsors	716.62	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	19,930.15	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	1,052.30	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	12.00	Melinda Meuli	UW Extension	Program Income - SNAP ED
Various Sponsors	1,750.00	Jennifer Thompson	College of Agriculture & Natural Resources Deans Office	VAR SPON WY BACKYARDS TO BARNYARDS AN EDUCATIONAL NEWSLETTER FOR WY SMALL ACRE ENTHUSIAST.THOMPSON
Various Sponsors	250.00	Jennifer Thompson	College of Agriculture & Natural Resources Deans Office	VAR SPON WY BACKYARDS TO BARNYARDS AN EDUCATIONAL NEWSLETTER FOR WY SMALL ACRE ENTHUSIAST,THOMPSON

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Washington State University	60,000.00	John Hewlett	Agriculture & Applied Economics	Providing Risk Management Education on Crop Insurance Products and Risk in Agriculture to Underserved Beginning, Veteran, Retiring/Transitioning, and Other Socially Disadvantaged Farmers/Ranchers in Wyoming 2020-2021
West Virginia University	120,311.87	Maohong Fan	School of Energy Resources Directors Office	U.S. China Clean Energy Research Center Phase II, Advanced Coal Technology Consortium (CERC II): Developing and Demonstrating a Transformational CO2 Capture Technology
West Virginia University	180,544.13	Zunsheng Jiao	School of Energy Resources Directors Office	U.S. China Clean Energy Research Center Phase II, Advanced Coal Technology Consortium (CERC II): Joint Study to Develop a Commercial-scale Integrated CCUS Demonstration Project in the Ordos Basin, China
WY Dept of Agriculture	25,312.00	Jennifer Thompson	UW Extension	Practical Information for Wyoming Beginning Specialty Crop Producers
WY Dept of Agriculture	20,788.00	Brian Sebade	UW Extension	Eastern Wyoming Fruit Demonstration and Research Orchard
WY Dept of Health	13,128.00	Megan Selheim	UWYO	WYOMING CAN: Promote, Educate, and Protect! Green Dot Bystander Intervention and Sex Signals Consent Education
WY Dept of Transportation	60,999.24	Bistra Anatchkova	UWYO	Conduct the 2020 WYDOT Customer Satisfaction Survey, statewide and the 2021 Agency-wide WYDOT Employee Satisfaction Survey
WY Governor's Office	113,943.00	Teale Wyckoff	Wyoming Geographic Information Science Center	Geospatial Hub
WY State Parks & Historic Sites	66,360.00	Roger Coupal	Agriculture & Applied Economics	The Importance and Economic Impact of the Wyoming State Parks and Cultural Resources Department Programs
WY Workforce Services	58,774.00	Robert Godby	Haub School of Environment & Natural Resources	Developing 2021 Prevailing Wage Estimates for Wyoming Department of Workforce Services
WY, State of (Treasurer)	500,000.00	Jesse Ballard	General University Operations	Coronavirus Relief Funding – UW Law Clinic
Wyoming Arts Council	8,801.00	Katie Christensen	University Art Museum	CSG: FY21 Exhibitions and Education Support
Wyoming Arts Council	8,486.00	Margaret Wilson	Theatre & Dance	University of Wyoming Department of Theatre and Dance, Multiple Projects 2020-2021
Wyoming Arts Council	5,903.00	Philip Moline	Fine Arts Outreach	UW Presents 2020/2021 Season
Wyoming Arts Council	9,923.00	Tiger Robison	Music	Music with mothers and fathers in prison
Wyoming Bean Commission	16,440.00	Andrew Kniss	Plant Sciences	FY21 Cultural Methods for Improving Direct Harvest Efficiency in Dry Edible Bean
Wyoming Community College Commission	600,000.00	Debra Hintz	General University Operations	Coronavirus Relief Fund - Adult Learner Grant
Wyoming Wildlife and Natural Resource Trust	100,000.00	Kevin Monteith	Wyoming Coop Unit	Summer Nutrition, Disease, or Predation? Quantifying Cases of Poor Lamb Survival in Northwest Wyoming

Externally Funded Projects	<u><u>\$25,318,289.97</u></u>
CARES funding	1,100,000.00
all other externally funded projects	24,218,289.97

AGENDA ITEM TITLE: Service Contract and Procurement Reports, Evans

SESSION TYPE:

- Work Session
 Education Session
 Information Item
 Other:
[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 Driving Excellence
 Inspiring Students
 Impacting Communities
 High-Performing University
 No [Regular Business]

Attachments are provided with the narrative.

EXECUTIVE SUMMARY:

Per UW Regulation 7-2 (Signature Authority), unless otherwise limited by UW Regulation or reserved by the Board of Trustees, the President shall have authority to approve and/or sign University contracts, federal contracts, agreements, memorandums of understanding, and procurements that involve an external party, require consideration (paid or received) valued less than \$1,000,000 (one-time or in aggregate), and for which the term is less than five years. The President may delegate this authority to University Officers for such contracts, federal contracts, agreements, memorandums of understanding, and procurements that require consideration (paid or received) valued less than \$500,000 (one-time or in aggregate) and for which the term is less than five years.

As required by the Regulation, attached are the following reports:

- 1) Service Contracts (including contracts, federal contracts, agreements, and memorandums of understanding) valued at \$50,000 or above (one-time or in aggregate) from August 16, 2020 – October 15, 2020
- 2) Procurements valued at \$50,000 or above (one-time or in aggregate) from August 16, 2020 – October 15, 2020

Service contract workflow

Per Presidential Directive 3-2014-1 (Signature Authority), the President can delegate signature authority to University officers for service contracts valued less than \$500,000 (one-time or in aggregate) and for which the term is less than five years.

Procurement workflow

Cost Center Managers (business manager level or designee) approve all purchases, and are the final approvers for purchases of \$99,999 or less. Deans/Associate Vice Presidents are the final approvers for purchases between \$100,000 and \$249,999. Vice Presidents are the final approvers for purchases between \$250,000 and \$499,999. The President is the final approver for purchases between \$500,000 and \$999,999. The Board of Trustees approves purchases of \$1,000,000 and above.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Standing information item at each in-person Board of Trustees meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

Per UW Regulation 7-2 (Signature Authority), at each regular meeting of the Board of Trustees (excluding conference calls), the President shall provide a written report to the Board of Trustees identifying each contract, federal contract, agreement, memorandum of understanding, or procurement valued at \$50,000 or above (one-time or in aggregate) signed by the President or designee under this provision.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A. Information Only.

PROPOSED MOTION:

N/A. Information Only.

PRESIDENT'S RECOMMENDATION:

N/A. Information Only.

UW Regulation 7-2 (Signature Authority) Procurement Board Report - August 16, 2020 - October 15, 2020

PO Processed Date	Supplier Name	Line #	Description	Quantity	Line Unit Price	Total Line Price	Total PO Amount	Department	Last Approver	Last Approver Title	Approval Date
08/17/2020	Preferred Services, LLC	1	Custodial and Lawncare/snow removal/grounds Services			62,000.00	62,000.00	Family Medicine Residency Programs Cheyenne	Jenkins, Jonnie	Dir, Business Operations	08/17/2020
08/18/2020	Micro Photonics	1	Micro CT Scanner	1	146,990.00	39,687.30		Molecular Biology	Jewell, David	Assoc VP, Budget & Inst Plan	08/18/2020
08/18/2020	Micro Photonics	1	Micro CT Scanner			39,687.30		INBRE Program	Jewell, David	Assoc VP, Budget & Inst Plan	08/18/2020
08/18/2020	Micro Photonics	1	Micro CT Scanner			67,615.40	146,990.00	VP for Research & Economic Development Office	Jewell, David	Assoc VP, Budget & Inst Plan	08/18/2020
08/19/2020	Regional Economic Models Inc	1	Renewal of REMI license for Robert Godby's research			56,000.00	56,000.00	College of Business Deans Office	Rhodine, Karen	Dir, Business Operations	08/18/2020
08/19/2020	Fisher Scientific	1	MATRIX 2D SCREW W/CAP 480/CS, Catalog 50 823 819	100	511.55	51,155.00	51,357.83	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/19/2020
08/20/2020	EverFi, Inc.	1	Campus wide site license to include faculty, staff and students			70,000.00	70,000.00	Human Resources	Koczara, Thomas	Assoc VP, HR	08/20/2020
08/21/2020	Integrated Sports Specialties LLC	1	UWT085D - UniMac 85lb Washer - OPL UniLinc Control - 300G 200-240/60/3 (Includes shipping and training)	1	24,505.00	24,505.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/19/2020
08/21/2020	Integrated Sports Specialties LLC	2	UWT065D - UniMac 65lb Washer - OPL UniLinc Control - 300G 200-240/60/1-3 (Includes shipping and training)	1	19,925.00	19,925.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/19/2020
08/21/2020	Integrated Sports Specialties LLC	3	UWT065D - UniMac 65lb Washer - OPL UniLinc Control - 300G 200-240/60/1-3 (Includes shipping and training)	1	19,925.00	19,925.00	64,355.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/19/2020
08/21/2020	Arthur J. Gallagher RMS, Inc.	1	Insurance Premium - Invoice 3518482 (Twin City Fire)				558,713.00	Risk Management & Safety Office	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	2	SQL Std Core (7NQ-00302) Subscription per attached quote and agreement	84	289.92	24,353.28		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	3	SCDC 2-Core (9EP-00037) Subscription per attached quote and agreement	324	24.36	7,892.64		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	4	SCSD 2-Core (9EN-00494) Subscription per attached quote and agreement	72	8.88	639.36		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	5	Visio P2 (P4U-00001) Subscription per attached quote and agreement	3	24.00	72.00		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	6	RDS (6VC-01251) Subscription per attached quote and agreement	111	8.16	905.76		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	7	VDA (4ZF-00019) Subscription per attached quote and agreement	1350	28.08	37,908.00		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	8	VDA Addon (AAA-43267) Subscription per attached quote and agreement	1350	5.40	7,290.00		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	9	PowerBI (NK5-00001) Subscription per attached quote and agreement	7	22.92	160.44		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	10	M365 A3 (AAD-38391) Subscription per attached quote and agreement	4700	47.40	222,780.00		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	11	SQL Ent Core (7JQ-00341) Subscription per attached quote and agreement	2	1,111.92	2,223.84		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	12	O365 Pro Plus (5XS-00001) Subscription per attached quote and agreement	287	20.76	5,958.12		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/21/2020	Insight Public Sector, Inc.	1	Core Server Plat (HAF-00008) Subscription per attached quote and agreement	4700	20.40	95,880.00	406,063.44	Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/21/2020
08/26/2020	Presidio Networked Solutions LLC	1	Cisco Smart Net Renewal per attached quote	0.77	54,469.00	54,469.00	54,469.00	Enterprise Infrastructure	Christensen, Margaux	Exec Administrator, IT Business Services	08/26/2020
08/28/2020	CDW Government, Inc.	1	Juniper Support Renewal 9/3/2020-9/2/2021 per attached quote			78,350.00	78,350.00	Enterprise Infrastructure	Christensen, Margaux	Exec Administrator, IT Business Services	08/27/2020

08/29/2020	Sheldon Manufacturing Inc.	1	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	8	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	9	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	10	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	11	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	12	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	13	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	14	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	15	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	16	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	17	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	18	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS, NO SHELVES	1	7,902.50	7,902.50	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020

08/29/2020	Sheldon Manufacturing Inc.	19	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	20	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	2	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	3	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	4	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	5	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	6	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50		Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/29/2020	Sheldon Manufacturing Inc.	7	SLF2822-H-ZZMFG MODEL SM028-2 FORCED AIR OVEN. 28CUFT, 240VAC. CUSTOM WITH VIEWING WINDOWS. ACCESS PORTS, INTERNAL LIGHTING; ADD'TL SHELF SUPPORTS. NO SHELVES	1	7,902.50	7,902.50	158,050.00	Center of Innovation for Flow through Porous Media	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
08/31/2020	Transact Campus Inc	2	NCR Hardware Maintenance 7/1/2020-6/30/2021 per attached invoice	1	250.08	3,001.00		Dining	Jewell, David	Assoc VP, Budget & Inst Plan	08/31/2020
08/31/2020	Transact Campus Inc	1	NCR Hardware Maintenance 6/1/2019-6/30/2020 per attached invoice	1	271.00	3,252.00		Dining	Jewell, David	Assoc VP, Budget & Inst Plan	08/31/2020
08/31/2020	Transact Campus Inc	3	TSUV Door Access Above 2K Support 7/1/2020-6/30/2021 per attached invoice	1	17,592.00	17,592.00		Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/31/2020
08/31/2020	Transact Campus Inc	4	SW-TRANSACTION Support 7/1/2020-6/30/2021 per attached invoice	1	116,607.00	116,607.00	140,452.00	Enterprise Infrastructure	Jewell, David	Assoc VP, Budget & Inst Plan	08/31/2020
08/31/2020	Dassault Systemes Americas Corp	6	BIOVIA Academic Technical Support 30 Materials Studio support services			4,998.00		Chemical Engineering	Barber, Megan	Dir, Business Operations	08/28/2020
08/31/2020	Dassault Systemes Americas Corp	4	BIOVIA Academic Technical Support 30 Discovery Studio support services			4,998.00		Chemical Engineering	Barber, Megan	Dir, Business Operations	08/28/2020
08/31/2020	Dassault Systemes Americas Corp	3	BIOVIA Discovery Studio Academic Research Suite support services			4,141.00		Chemical Engineering	Barber, Megan	Dir, Business Operations	08/28/2020
08/31/2020	Dassault Systemes Americas Corp	5	BIOVIA Materials Studio Academic Research Suite Support Services			4,141.00		Chemical Engineering	Barber, Megan	Dir, Business Operations	08/28/2020
08/31/2020	Dassault Systemes Americas Corp	1	BIOVIA Discovery Studio Academic Research Suite	1	20,710.00	20,710.00		Chemical Engineering	Barber, Megan	Dir, Business Operations	08/28/2020
08/31/2020	Dassault Systemes Americas Corp	2	BIOVIA Materials Studio Academic Research Suite	1	20,710.00	20,710.00	59,698.00	Chemical Engineering	Barber, Megan	Dir, Business Operations	08/28/2020
08/31/2020	Ogni Inc	1	CLASSROOM BUILDING LIGHTING AND CONTROLS				249,665.00	Facilities Management	Jewell, David	Assoc VP, Budget & Inst Plan	08/31/2020
08/31/2020	Fisher Scientific	1	MATRIX 2D SCREW W/CAP 480/CS, Catalog 50 823 819	100	511.55	51,155.00	51,155.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/31/2020

09/03/2020	Tecan US Inc	1	Spark Cyto 400 includes Fluorescent imaging, standard Absorbance			122,377.38	122,377.38	Molecular Biology	Jewell, David	Assoc VP, Budget & Inst Plan	09/03/2020
09/03/2020	YBP Library Services	1	Replenish the deposit account from which we purchase books from YBP (GOBI) for the UW Libraries			250,000.00	250,000.00	Libraries Resource Discovery & Management	Jewell, David	Assoc VP, Budget & Inst Plan	09/03/2020
09/04/2020	Fisher Scientific	1	TaqPath COVID-19-1000RXN EUA, Catalog A47814	33	15,440.00	509,520.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
09/04/2020	Fisher Scientific	2	10ML TP 1STEP MMX NO ROX EA, Catalog A28523	33	3,805.00	125,565.00	635,350.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	08/29/2020
09/04/2020	Deloitte Services LP	1	Interim billing Stage1: Week 1&2 and 3&4 for Campus Restart			222,240.00	222,240.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	9/3/2020
09/08/2020	S.A.M. LLC	1	MAXI-THERM STEM CONVERTER PER ATTACHED QUOTE			179,118.00	179,118.00	Facilities Construction Mgt	Jewell, David	Assoc VP, Budget & Inst Plan	09/08/2020
09/09/2020	Diaago, LLC	3	Micronic Screw Cap Recapper CS500 for Micronic Screw Caps (TRI), Item MP35421	1	4,275.00	4,275.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/09/2020
09/09/2020	Diaago, LLC	2	Micronic Screw Cap Recapper CS500 for Micronic Screw Caps (TRI), Item MP35421	1	4,275.00	4,275.00		General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/09/2020
09/09/2020	Diaago, LLC	1	1.4ml 2D Data-Matrix coded Screw Cap tubes V-bottom precapped with Grey Screw Cap in Micronic 96-4 Rack with high cover (Barcoded A1-H1 side) (10 racks/unit), Item MP52551-720	260	743.07	193,198.20	201,857.20	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/09/2020
09/09/2020	CDW Government, Inc.	1	HP SB EliteBook 840 G6 14 Core i5 8365U 8GB RAM 256GB SSD Win 10 Pro	100	1,000.00	100,000.00	100,000.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/09/2020
09/10/2020	Alvarez & Marsal Healthcare Industry Group, LLC	1	This is for a firm with medical expertise to assist UW as it manages COVID-19			158,523.00	158,523.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/10/2020
09/10/2020	Alvarez & Marsal Healthcare Industry Group, LLC	1	This is for services with A&M, who provided medical expertise and guidance to UW during COVID-19			127,566.00	127,566.00	Office of the President	Hudson, Katy	Coord, Financial Service, VP for Administration	09/10/2020
09/11/2020	eLearning Innovation, LLC dba Ease Learning	1	Inv 1 of 3 for SOW: SOW0001_University of Wyoming_Instructional Design Services RFP regarding COVID			666,667.00	666,667.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/09/2020
09/11/2020	University of Washington	1	1st UWSOM Tuition & Fees Contract payment for 2020-2021			2,035,167.00	2,035,167.00	WWAMI Medical Education Program	Jewell, David	Assoc VP, Budget & Inst Plan	09/11/2020*
09/15/2020	Qiagen Inc	2	QIAcube Connect System PRV-1 1 1 9002866 Connectivity Package B Included with Sales 1,058.00 100.00 0.00; 2 1 9026085 N150 Wi-Fi & Bluetooth 4.0 USB Adapter Included with Sales 93.60 100.00 0.00 3 2 9026181 O-Ring Change Tool for QIAcubeCon	1	25,578.98	25,578.98		Animal Science	Gunter, Zac	Pooled Position Limited Tempor/Financial Affairs Support Team	09/15/2020
09/15/2020	Qiagen Inc	1	QIAcube Connect System PRV-1 1 1 9002866 Connectivity Package B Included with Sales 1,058.00 100.00 0.00; 2 1 9026085 N150 Wi-Fi & Bluetooth 4.0 USB Adapter Included with Sales 93.60 100.00 0.00 3 2 9026181 O-Ring Change Tool for QIAcubeCon	1	25,578.98	25,578.98	51,157.96	Animal Science	Gunter, Zac	Pooled Position Limited Tempor/Financial Affairs Support Team	09/15/2020
09/16/2020	Motus Space Solutions Inc	1	Athletic Equipment Space Saver System - Mobile Carriages, Storage Bins, Subfloor and Installation			98,329.00	98,329.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/15/2020
09/20/2020	Coupa Software Inc	1	This is for software services provided by Acquire/Coupa, which is part of UW's Procure to Pay Software and integrates with WvoCloud.			170,000.00	170,000.00	Financial and Administrative Support Team	Jewell, David	Assoc VP, Budget & Inst Plan	09/20/2020
09/24/2020	Coretest Systems Inc	1	NDP-605 NanoDarcy Permeameter	1	50,000.00	50,000.00	50,000.00	Center of Innovation for Flow through Porous Media	Polk, Shannon	Chief of Staff, HBRF Operations	09/24/2020
09/24/2020	Deloitte Services LP	1	Interim billing Stage1: Week 5&6 and 7&8 for Campus Restart as well as Travel Expenses			290,929.21	290,929.21	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/18/2020

09/25/2020	Interfolio Inc	1	Interfolio- Lifecycle Management Subscription Access term: 11/1/2020-10/31/2021; Faculty Activity Reporting Subscription; Access term: 12/22/2020-12/21/2021; Review Promotion Tenure Subscription; Access term: 12/22/2020-12/21/2021			125,000.00	125,000.00	Provosts Office	Jewell, David	Assoc VP, Budget & Inst Plan	09/25/2020
09/29/2020	Wyoming State Library	1	University Libraries share of fees for pages of digital content loaded to the Wyoming Historical Newspaper collection on the Colorado Virtual Library site	3300000	0.02	66,000.00	66,000.00	Libraries Education & Research Services	Kvenild, Cassandra	Assoc Dean - University Libraries	09/25/2020
09/29/2020	Horiba Instruments Inc	1	XploRA PLUS Raman Microscope - includes installation and training	1	109,999.00	109,999.00	109,999.00	Physics & Astronomy	Jewell, David	Assoc VP, Budget & Inst Plan	09/29/2020
09/30/2020	Masters Transportation	1	2019 Ram Abilitrax	1	54,900.00	54,900.00	54,900.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	09/29/2020
10/02/2020	Albany County Treasurer	1	CITY OF LARAMIE LEVY			5,529.04		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	6	RECREATION 1 MILL MAX LEVY			691.12		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	7	SCHOOL FOUNDATION FUND LEVY			8,293.58		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	8	SD#1 13 BOND INTEREST			863.92		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	9	SD#1 13 BOND REDEMPTION			1,900.60		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	10	SD#1 SPECIAL SCHOOL LEVY			17,278.28		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	11	SIX MILL COUNTY SCHOOL LEVY			4,146.78		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	2	COUNTY GEN/LIB/FAIR FUND LEVY			8,293.58		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	3	COUNTY HOSPITAL FUND LEVY			2,073.40		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	4	COUNTY WEED AND PEST LEVY			691.14		Dining	Schott, Jana	Business Manager	10/01/2020
10/02/2020	Albany County Treasurer	5	LARAMIE RIVER CONSERVATION			691.12	50,452.56	Dining	Schott, Jana	Business Manager	10/01/2020
10/05/2020	Beckman Coulter Inc	1	CASE, TIPS, 190uL, FLTRD, 960 TIPS, Item #C41863	2	90.10	180.20	64,151.20	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	10/05/2020
10/05/2020	Beckman Coulter Inc	2	CASE, TIPS, P50, WITH BARRIER, Item #C41865	710	90.10	63,971.00	64,151.20	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	10/05/2020
10/07/2020	AssetWorks LLC	1	SAAS- YEAR 1 (2020-2021)			135,600.00		Business Services	Jewell, David	Assoc VP, Budget & Inst Plan	10/07/2020
10/07/2020	AssetWorks LLC	2	2 MONTHS ASP HOSTING (JULY & AUGUST)			8,266.83	143,866.83	Business Services	Jewell, David	Assoc VP, Budget & Inst Plan	10/07/2020
10/08/2020	eLearning Innovation, LLC dba Ease Learning	1	Inv 2 of 3 for SOW: SOW001_University of Wyoming_Instructional Design Services RFP regarding COVID			666,667.00	666,667.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	10/07/2020
10/08/2020	Wiley Education Services	1	Payment 1 of 3 as defined in Statement of Work #1 - Deliveries include 10 line item options with multiple quantities per option plus Project Start-up & Project Mgmt			1,000,000.00	1,000,000.00	General University Operations	Jewell, David	Assoc VP, Budget & Inst Plan	10/07/2020**
10/09/2020	ThyssenKrupp Elevator Corporation	1	REMOVE OLD CONTROLLER DRIVE & REPLACE WITH NEW CONTROLLER DRIVE FOR MCINTYRE ELEVATOR #2			39,212.00		Facilities Engineering	Bryant, Darcy	Deputy Director, Business Serv	10/08/2020
10/09/2020	ThyssenKrupp Elevator Corporation	2	REMOVE OLD CONTROLLER DRIVE & REPLACE WITH NEW CONTROLLER DRIVE FOR MCINTYRE ELEVATOR #3			39,212.00	78,424.00	Facilities Engineering	Bryant, Darcy	Deputy Director, Business Serv	10/08/2020
10/12/2020	Vindum Engineering Inc	2	CV-310-HC-HT 3-Way/4-Position Valve for 10K psi Maximum Operation	46	1,065.00	48,990.00		Center of Innovation for Flow through Porous Media	Polk, Shannon	Chief of Staff, HBRF Operations	10/12/2020
10/12/2020	Vindum Engineering Inc	3	CV-MAN-10STA-W/SOL Manifold Base for Ten Pneumatic Pilot Valves with Solenoids	10	968.00	9,680.00		Center of Innovation for Flow through Porous Media	Polk, Shannon	Chief of Staff, HBRF Operations	10/12/2020
10/12/2020	Vindum Engineering Inc	4	TUBE-HC-062-010-F (14-15' Straight) TUBING Hastelloy C-276 0.062" OD x 0.010" wall (Price per foot)	400	19.80	7,920.00		Center of Innovation for Flow through Porous Media	Polk, Shannon	Chief of Staff, HBRF Operations	10/12/2020

10/12/2020	Vindum Engineering Inc	1	TUBE-HC-125-035-F (20' Straight TUBING Hastelloy C-276 0.125" OD x 0.035" wall Welded Seam (Price per foot)	600	13.20	7,920.00	74,510.00	Center of Innovation for Flow through Porous Media	Polk, Shannon	Chief of Staff, HBRF Operations	10/12/2020

*Board of Trustees approved in FY21 Budget

**Board of Trustees approved on August 12, 2020

UW Regulation 7-2 (Signature Authority) Contracts Board Report - August 16, 2020 - October 15, 2020

Contract Number	Contract Header Name	Contract Type	Department	Supplier	Signed Date	Agreed Amount	Signer Name	Signer Job Title
24009_T2_FY21_24009	T2 Master Customer Agreement	Services Contract	Administration	T2 Systems, Inc.	9/22/20	\$130,808.02	Robert Aylward	Vice President
22001PointConsultingMarch2020	Point Consulting OSP Costing and Staffing Support	Services Contract	AVP of Fiscal Administration	Point Consulting Group	9/24/20	\$700,000.00	Harry Seidel	President
21001-SynarioPFM-Jun2020	Synario - PFM Solutions Software Agreement	Services Contract	Budget & Institutional Planning	Synario	9/15/20	\$150,000.00	William Mai	Deputy VP of Administration
12104-TecanSep20	Quotation for Spark Cyto 400	Services Contract	College of Agriculture & Natural Resources	Tecan US Inc	9/22/20	\$122,377.38	Barbara Rasco	Dean of AGNR
21040-Dassault-Jul2020	Dassault Systemes	Services Contract	College of Arts & Sciences	Dassault Systemes Americas Corp	8/20/20	\$59,698.00	Robert Aylward	Vice President
16101ProSensingSept2020	ProSensing WCR upgrade	Services Contract	College of Engineering & Applied Science	ProSensing, Inc	10/14/20	\$295,000.00	Cameron Wright	Interim Dean/Professor
17011-CU.Anschutz-July2020	17011-CU.Anschutz-July2020	Services Contract	College of Health Sciences	University of Colorado Denver	9/8/20	\$70,338.40	Diana Hulme	Assoc VP, Research
17016FreedmanApr2020	Rachel Freedman	Services Contract	College of Health Sciences	Freedman, Rachel	9/29/20	\$65,000.00	David Jones	Dean
17101-Imetricon-Oct2020	Imetricon	Services Contract	College of Health Sciences	IMETRONIC sarl	10/14/20	\$189,566.97	David Jones	Dean
17103-Medina-2020-23	Physician Independent Contractor Agreement. Jonahan D. Medina, MD	Services Contract	College of Health Sciences	Medina, Jonathan D.	8/20/20	\$70,000.00	David Jones	Dean
11001_IHS_2020	IHS Markit Order Form Contract # 00547596	Services Contract	Enhanced Oil Recovery Institute	IHS Global Inc	8/17/20	\$57,261.01	Diana Hulme	Assoc VP, Research
70430FunnelbackJul2020	Work Order Agreement	Services Contract	Governmental & Community Affairs	Funnelback Inc.	8/24/20	\$63,000.00	Robert Aylward	Vice President
23001CastleBridgeOctober2020	ORC/OLC Implementation: CastleBridge	Services Contract	Human Resources	CastleBridge Consulting, LLC	8/31/20	\$399,499.00	David Jewell	Assoc VP, Budget & Inst Plan
23001-Deer Oaks-Sept2020	23001-Deer Oaks-Sept2020	Services Contract	Human Resources	Deer Oaks EAP Services, LLC	10/14/20	\$180,000.00	Neil Theobald	Senior VP, Admin & Finance
40002-Inter Technologies-Sept 2020	Agreement with Inter Technologies Corporation	Services Contract	Information Technology	Inter Technologies Corporation	10/14/20	\$4,000,000.00	Robert Aylward	Vice President*
40002-Sonic Foundry Mediasite-Sept 2020	Mediasite EULA	Services Contract	Information Technology	Sonic Foundry, Inc.	10/1/20	\$195,000.00	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Amendment Form Number: Q531921	Services Contract	Information Technology	Zoom Video Communications Inc	8/31/20	\$119,577.00	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Master Subscription Agreement	Services Contract	Information Technology	Zoom Video Communications Inc	8/31/20	\$119,577.00	Robert Aylward	Vice President
90006ARMSJuly2020	Order Form-compliance software	Services Contract	Intercollegiate Athletics	Arms Software LLC	9/22/20	\$160,000.00	Robert Aylward	Vice President
90201UnivofArizonaMay2020	2020-21 Season Basketball Agreement	Services Contract	Intercollegiate Athletics	University of Arizona	10/14/20	\$90,000.00	Matthew Whisenant	Deputy Director
90202CentralMichiganSept2020	Football Game Contract	Services Contract	Intercollegiate Athletics	Central Michigan University	9/30/20	\$250,000.00	Matthew Whisenant	Deputy Director
90202SouthernUtahOctober2020	Football Agreement	Services Contract	Intercollegiate Athletics	Southern Utah University	10/14/20	\$425,000.00	Matthew Whisenant	Deputy Director
90202Univ of Utah Sept 2020	Football Date Change	Services Contract	Intercollegiate Athletics	University of Utah	9/30/20	\$250,000.00	Matthew Whisenant	Deputy Director
10001PublicKnowledgeSept2020	UW ECTL Evaluation of COVID-19 Response Task Plan	Services Contract	Provost	Public Knowledge, LLC	9/15/20	\$99,845.00	Anne Alexander	Interim Provost & Vice President, Academic Affairs
10101-AdmitHub-Aug2020Amend	AdmitHub Order Form	Services Contract	Provost	Admithub Inc	8/18/20	\$148,000.00	Anne Alexander	Interim Provost & Vice President, Academic Affairs
70010-J-Sealants-July2019	Amendment #6	Services Contract	Research & Economic Development	J-Sealants LLC	9/22/20	\$155,000.00	Diana Hulme	Assoc VP, Research
33003QualityInnOctober2020	Quarantine Housing	Services Contract	Residence Life Dining	Quality Inn & Suites	10/14/20	\$100,000.00	Kimberly Steich	VP for Student Affairs
10501-BehrensConsulting-Sept2020	Behrens Consulting Amendment no. 3	Services Contract	School of Energy Resources	Behrens Consulting, LLC	9/24/20	\$206,000.00	David Jewell	Assoc VP, Budget & Inst Plan

10501-CR&ESoftwareAmend.no.1-Sept2020	CR&E Control Software Amendment no. 1	Services Contract	School of Energy Resources	Continental Research and Engineering LLC	9/21/20	\$70,000.00	Holly Krutka	Executive Director
10501-UniversityofReginaAmend.no.3-Sept2020	University of Regina Amendment no. 3	Services Contract	School of Energy Resources	University of Regina	9/24/20	\$75,000.00	Holly Krutka	Executive Director
10501-WRIAmendmentNo.4-Aug2020	WRI Amendment no. 4	Services Contract	School of Energy Resources	Western Research Institute	8/27/20	\$1,298,400.00	Diana Hulme	Assoc VP, Research**
19003DigitalScience#3May2020	Digital Science / Figshare for Institutions Order Form	Services Contract	University Libraries	Digital Science & Research Solutions Inc	8/31/20	\$54,362.00	Ivan Gaetz	Dean
26001AssetworksSept2020	Software as a Service Agreement	Services Contract	University Operations	AssetWorks LLC	9/17/20	\$419,126.04	Robert Aylward	Vice President
26001Geiler&AssociatesJune202	Consultant Agreement	Services Contract	University Operations	Geiler & Associates, LLC	8/31/20	\$50,000.00	Neil Theobald	Senior VP, Admin & Finance
26001GeJohnsonConstructionAug2020Amend4WCSEP	Amendment No. 4	Services Contract	University Operations	GE Johnson Construction Co	8/26/20	\$2,348,254.00	Neil Theobald	Senior VP, Admin & Finance***
26001GEJohnsonConstructionSept2020	Agreement Between Owner and Contractor	Services Contract	University Operations	GE Johnson Construction Co	10/5/20	\$1,375,000.00	Neil Theobald	Senior VP, Admin & Finance****
26001GHPhippWyomingJune2020	Project Agreement - CMAR	Services Contract	University Operations	GH Phipps Construction of Wyoming	8/17/20	\$100,000.00	Neil Theobald	Senior VP, Admin & Finance
26001GrandAvenueUrgentCareofLaramieAug2020AmendNo.1	Amendment No. 1	Services Contract	University Operations	Grand Avenue Urgent Care	8/31/20	\$100,000.00	Neil Theobald	Senior VP, Admin & Finance
26001HaseldenWyomingConstructorsOct2020AmendNo.1	Amendment No. 1	Services Contract	University Operations	Haselden Wyoming Constructors LLC	10/14/20	\$13,946,242.00	Neil Theobald	Senior VP, Admin & Finance*****
26001OgniIncJuly2020	Agreement Between Owner and Contractor	Services Contract	University Operations	Ogni Inc	8/26/20	\$249,665.00	Neil Theobald	Senior VP, Admin & Finance
26001SolTerraEngineering,Inc.Aug2020	Consultant Agreement	Services Contract	University Operations	SolTerra Engineering Inc	9/2/20	\$50,000.00	Neil Theobald	Senior VP, Admin & Finance
26001StudioRed.,P.C.Aug2020	Consultant Agreement	Services Contract	University Operations	Studio R E D, PC	9/15/20	\$50,000.00	Neil Theobald	Senior VP, Admin & Finance
23001-All Medical Personnel Inc-Sept2020	Client Agreement - temp RNs	Services Contract	VP Student Affairs Office	All Medical Personnel, Inc.	9/23/20	\$117,000.00	Kimberly Steich	VP for Student Affairs
23001-All Medical Personnel LLC-Sept2020	Client Agreement - temp NP	Services Contract	VP Student Affairs Office	All Medical Personnel, LLC	9/23/20	\$74,000.00	Kimberly Steich	VP for Student Affairs

*Board of Trustees approved on October 14, 2020

**Amendment No. 4 is for \$507,000

***Board of Trustees approved Amendment No. 4 on August 12, 2020

****Board of Trustees approved on September 17, 2020

*****Board of Trustees approved Amendment No. 1 on August 12, 2020

AGENDA ITEM TITLE: Capital Construction Report, Mai

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

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 Board receives regular updates on the Capital Construction at the University of Wyoming

WHY THIS ITEM IS BEFORE THE BOARD:

To update the Board on the Capital Construction at the University.

ACTION REQUIRED AT THIS BOARD MEETING:

None

PROPOSED MOTION:

None

PRESIDENT'S RECOMMENDATION:

None

Capital Construction Progress Report as of October 22, 2020

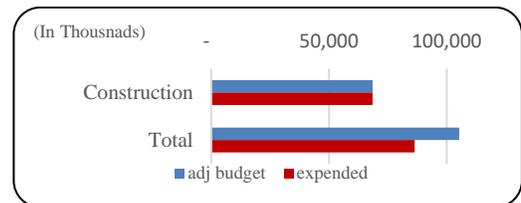
The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. Engineering Education and Research Building (EERB)

Contractor: GE Johnson Construction Wyoming
 Jackson, WY

Original Project Budget \$ 105,358,910 (a)



Funding Sources:	Original Anticipated:	Actual:
Grant – AML funds	350,000.00	350,000.00
Grant 2 – AML funds	750,154.00	750,154.00
State appropriation (2013 SL Ch 73 Sec 3 Sec 067)	55,000,000.00	55,000,000.00
Reduced by 2015 legislative action	(8,570,000.00)	(8,570,000.00)
Reduced by 2015 legislative action	(3,475,737.00)	(3,475,737.00)
State gen fun from AML – held until match (2012 SL Ch 27 Sec 5 (a) (ii))	15,800,000.00	15,800,000.00
State appropriation (2012 SL Ch 26 Sec 3 Sec 067 FN1)	14,200,000.00	14,200,000.00
State Sec I swap for cap construction (2013 SL Ch 156 Sec 3 (a) (d) & (g))	10,000,000.00	10,000,000.00
2016 Appropriation (2016 SF0041 EA 29 Sec 3 (a) (ii))	14,500,000.00	14,500,000.00
2015 DEQ redirected funds	3,475,737.00	3,475,737.00
Foundation donation	3,328,756.00	3,328,756.00
Total Project	105,358,910.00	105,358,910.00

Guaranteed Maximum Price \$69,014,882
 Contract Substantial Completion Date February 13, 2019

Note: Funds have been reallocated among the budget categories. The adjusted budget has not changed in total.

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	72,491	(2,406)	(1,575)	68,510	(68,510)	-	-
Equipment	-	3,106	-	3,106	(3,106)	-	-
Contingency	8,205	(4,175)	(2,434)	1,596	-	-	1,596
Reserve	5,243	3,369	8,000	16,612	-	(16,612)	-
Design	7,943	(105)	-	7,838	(7,814)	(22)	2
FF&E	3,993	(75)	303	4,221	(4,053)	(151)	17
Tech	3,474	(75)	(2,948)	451	(451)	-	-
Admin	4,010	361	(1,346)	3,025	(2,494)	(20)	511
Total	105,359	-	-	105,359	(86,428)	(16,805)	2,126

Statement of Contract Amount

Original contract		\$69,014,882
Change order #1	Owner requested changes to AV/IT base bid package	762,148
Change order #2	Owner requested changes to boardroom AV/IT base bid package	279,003
Change order #3	Owner savings to finalize contract value	(1,574,691)
Adj Contract		\$68,481,342

Work Completed/In Progress:
<ul style="list-style-type: none"> Project is 100% complete.

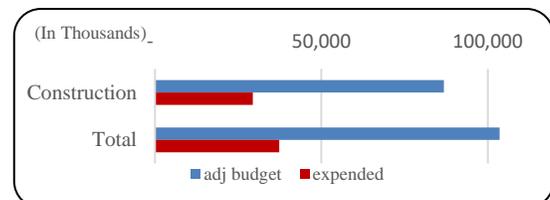
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> None at this time.

Work Planned for the Upcoming Month:
<ul style="list-style-type: none"> None at this time.

2. Science Initiative

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 345)	3,000,000.00	3,000,000.00
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, HB0194, Sec 5)	85,000,000.00	85,000,000.00
UW INBRE program		325,000.00
Major Maintenance		430,000.00
Total Project	103,000,000.00	103,755,000.00

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

(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	82,029	-	4,774	86,803	(29,349)	(57,449)	5
Contingency	3,919	430	(3,100)	1,249	-	-	1,249
Reserve	1,702	-	-	1,702	-	-	1,702
Design	6,962	42	291	7,295	(6,566)	(257)	472
FF&E	3,100	-	(1,013)	2,087	-	-	2,087
Tech	2,287	-	(118)	2,169	-	-	2,169
Admin	3,001	283	(834)	2,450	(1,418)	(189)	843
Total	103,000	755	-	103,755	(37,333)	(57,895)	8,527

Statement of Contract Amount

Original contract	Pre-construction	\$142,000
10/16/2019, Amendment #1	GMP established, includes full project scope 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
Adj Contract		\$86,797,705

Work Completed/In Progress:

- Guaranteed Maximum Price contract amendment was approved 10/16/2019.
- Construction activities commenced 10/17/2019.
- Deep foundations, grade beams, caps and high walls are complete.
- Plumbing and electrical underground are complete.

- Level one concrete slab on grade is complete.
- Steel erection has topped out.
- Concrete on metal deck is complete.
- Fireproofing and mechanical, electrical and plumbing (MEP) rough is in progress.
- Building water and wastewater services are complete.
- Building heating and cooling water tie-ins are complete.
- Interior framing is in progress.
- Greenhouse foundations are complete.
- Interior tower stairs and feature stairs are complete.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

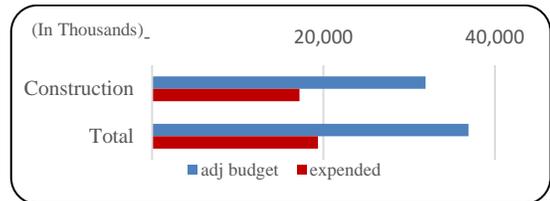
Work Planned for Upcoming Month:

- CMU masonry.
- Mechanical, electrical, and plumbing (MEP) roughs.
- Curtain wall and glazing.
- Parapet framing and roofing installation.

3. 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 \$ 29,058,549.00
 Contract Substantial Completion Date October 19, 2021

(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	29,559	-	1,930	31,489	(17,181)	(14,308)	-
Contingency	3,688	-	(1,931)	1,757	-	-	1,757
Design	2,623	-	-	2,623	(1,622)	(437)	564
FF&E	110	-	-	110	-	-	110
Tech	25	-	-	25	-	-	25
Admin	926	-	-	927	(556)	(125)	246
Total	36,931	-	-	36,931	(19,359)	(14,870)	2,702

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.

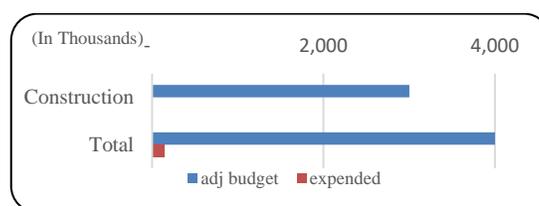
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Continue distribution piping. • Continue masonry and MEP rough-in. • Building tie-ins, starting with Agriculture.

4. 11th & 12th/Lewis Street Reconstruction

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	4,000,000.00
Total Project	4,000,000.00	4,000,000.00

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	3,000	-	-	3,000	-	-	3,000
Contingency	450	-	(189)	261	-	-	261
Design	365	-	189	554	(115)	(439)	-
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	185	-	-	185	(30)	-	155
Total	4,000	-	-	4,000	(145)	(439)	3,416

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:
<ul style="list-style-type: none"> • Design development is 95% complete. • Survey complete.

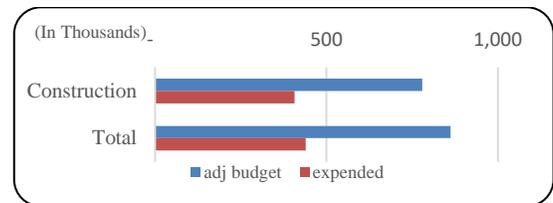
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Continue with design development drawings and pricing. • Initiate civil design for MOU utility obligations. • MOU amendment collaboration. • Coordination with Lewis Street corridor building managers.

5. Hansen Arena: Design & Construction-Animal Stalls & Animal Handling Units

Contractor: Hamaker Excavation, Inc.
 Laramie, WY

Original Project Budget \$ 500,000 (a)
 Adjusted Project Budget \$ 862,281 (d)



Funding Sources:	Original Anticipated:	Actual:
State appropriation (2019 Session, HB001, EA51, #7)	500,000.00	500,000.00
Ag Permanent Income Funds (STO)	-	340,168.00
UW Rodeo – Foundation Funds	-	22,113.00
Total Project	500,000.00	862,281.00

Guaranteed Maximum Price N/A
 Contract Substantial Completion Date July 15, 2020

(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	762	17	-	779	(407)	(372)	-
Contingency	30	-	-	30	-	-	30
Design	11	-	-	11	(10)	-	1
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	37	5	-	42	(22)	(1)	19
Total	840	22	-	862	(439)	(373)	50

Statement of Contract Amount

Original contract	Design Build agreement	\$200,000
Amendment #1	Final GMP, revised	\$761,701
Change order #1	New electrical panel, extend electrical to six new waterers, extend 2" water main	17,691
Adj Contract		\$779,392

- Buildings are 95% erected.
- Electrical is almost complete on last building.
- Underground plumbing is complete.
- Drive pans are installed.
- Gravel is installed on drive lanes and parking lot.
- Fencing is 70% complete.
- Fire fighters have demobilized out of construction area.

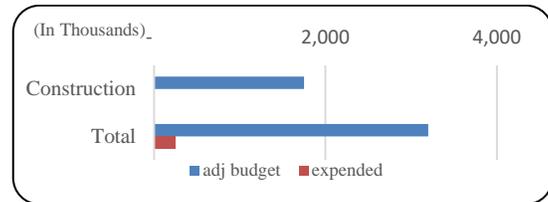
Issues Encountered with Proposed Resolution for Each:

- None at this time.

- Work Planned for Upcoming Month:**
- Install waterers.
 - Complete fencing and gates.
 - Complete electrical.
 - Backfill drive pans.
 - Fine grading of drive lanes and parking lot.
 - Finish roof on 3rd building.
 - Complete cattle guard and entry at Hwy 230.

6. 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)

<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<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 (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		1,750	-	1,750	-	(1,375)	375
Contingency		262	(52)	210	-	-	210
Design	287	-	52	339	(236)	(103)	-
FF&E		715	-	715	-	-	715
Tech		79	-	79	-	-	79
Admin	113	(6)	-	107	(18)	(1)	88
Total	400	2,800	-	3,200	(254)	(1,479)	1,467

Statement of Contract Amount

Original contract		\$1,375,000
Adj Contract		\$1,375,000

Work Completed/In Progress:

- Construction documents complete.
- Advertising and bidding for construction, FF&E, and Environmental Graphics (EG) packages complete.
- Agreement finalized for construction.
- Itinerary and schedule underway for demolition kickoff event.
- Schematic design completed for addition EG work in COB breezeway.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for Upcoming Month:

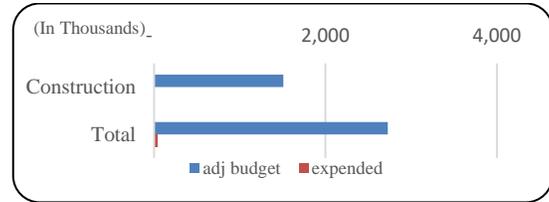
- Pre-construction meeting to be held.
- Demolition kickoff event to occur.

UW Housing Phase I

7. Wyoming Hall Demolition

Contractor: Haselden Wyoming Constructors
 Laramie, WY

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



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
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 Scope \$13,946,242 (includes Utility Relocation)
 Contract Substantial Completion Date June 28, 2021

(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	720	788	-	1,508	-	(1,508)	-
Contingency	108	-	-	108	-	-	108
Design	43	-	-	43	(17)	(5)	21
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	1,856	(788)	-	1,068	(22)	(19)	1,027
Total	2,727	-	-	2,727	(39)	(1,532)	1,156

Statement of Contract Amount

Original contract	GMP established	\$1,508,420
Adj Contract		\$1,508,420

Work Completed/In Progress:

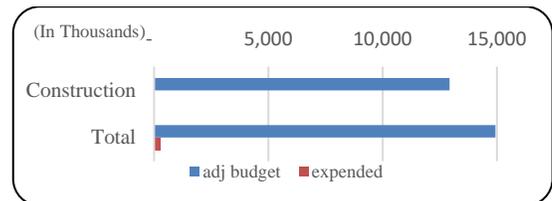
- Construction documents complete.
- Bidding complete.
- Site fence installed.
- Abatement of asbestos is ongoing.
- Finalized GMP amendment.

Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Disconnect existing utilities. • Complete abatement.

8. 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 \$13,946,242 (includes Demolition scope)
 Contract Substantial Completion Date June 28, 2021

(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	12,929	-	-	12,929	-	(12,438)	491
Contingency	1,200	-	-	1,200	-	-	1,200
Design	331	-	-	331	(231)	(100)	-
FF&E	-	-	-	-	-	-	-
Tech	240	-	-	240	-	-	240
Admin	229	-	-	229	(39)	(87)	103
Total	14,929	-	-	14,929	(270)	(12,625)	2,034

Statement of Contract Amount

Original contract	Pre-Construction	\$10,000
Amendment #1	GMP established	\$12,427,822
Adj Contract		\$12,437,822

Work Completed/In Progress:
<ul style="list-style-type: none"> • Construction documents complete. • Finalized GMP amendment. • Reviewing City comments to complete domestic water design. • Licenses Agreement per City comments complete. • Excavation complete for the western most section of the new utility tunnel.

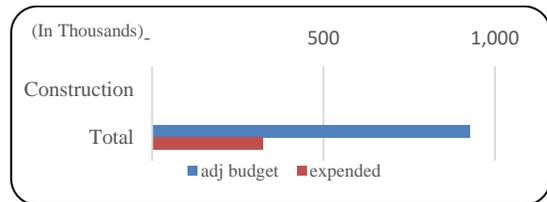
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Finalize schedule and phasing plans. • Excavation for tunnels along the north side of Half Acre and south of Wyoming Hall. • Routing of temporary utilities. • Fiber and copper reroute.

9. Ivinson Lot Parking Garage

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	-	-	-	-	-	(16)	(16)
Contingency	-	-	-	-	-	-	-
Design	726	-	-	726	(203)	(47)	476
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	200	-	-	200	(120)	(66)	14
Total	926	-	-	926	(323)	(129)	474

Statement of Contract Amount

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

Work Completed/In Progress:
<ul style="list-style-type: none"> • Exterior design has been approved • Schematic design complete.

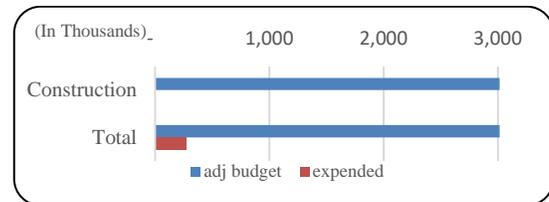
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Complete design development.

10. Bus Garage/Fleet Relocation

Contractor: GH Phipps Wyoming
 Laramie, WY

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



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

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	2,100	3,516	-	5,616	-	-	5,616
Contingency	315	243	-	558	-	-	558
Design	125	73	-	198	(116)	(47)	35
FF&E	86	280	-	366	-	-	366
Tech	71	28	-	99	(7)	-	92
Admin	82	295	-	377	(155)	(108)	114
Total	2,779	4,435	-	7,214	(278)	(155)	6,781

(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	-	-	94	-	(94)	-
Contingency	22	-	-	22	-	-	22
Design	-	-	-	-	-	-	-
FF&E	15	-	-	15	-	-	15
Tech	10	-	-	10	-	-	10
Admin	83	-	-	83	-	(61)	22
Total	224	-	-	224	-	(155)	69

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:
<ul style="list-style-type: none"> • Freon captured. • Asbestos scheduled.

Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

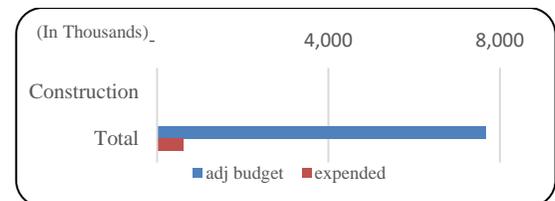
Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Remove coolers. • Concrete demolition. • Soffit rebuild.

12. UW Student Housing

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



Funding Sources:	Original Anticipated:	Actual:
UW – Housing Reserve Account	590,000.00	7,681,675.00
Total Project	590,000.00	7,681,675.00

