

THE UNIVERSITY OF WYOMING
MINUTES OF THE TRUSTEES

July 15, 1988

For the confidential information
of the Board of Trustee

THE UNIVERSITY OF WYOMING

Minutes of the Trustees

July 15, 1988

TABLE OF CONTENTS

	<u>Page</u>
ROLL CALL -----	1
APPROVAL OF MINUTES -----	1
ACADEMIC ISSUES COMMITTEE -----	1
PH.D. PROGRAM IN THE DEPARTMENT OF COMPUTER SCIENCE -----	1
GRADUATE DEGREE TRACKS USED BY FEW STUDENTS -----	2
RELOCATION OF THE UNIVERSITY OF WYOMING DAIRY HERD -----	2
BUDGET COMMITTEE -----	3
BUDGET TRANSFERS -----	4
NEW EXTENSION COURSE FEE -----	4
UNION FEE INCREASE -----	6
AMENDMENT TO TRUSTEE REGULATIONS (SAFETY OFFICE) -----	7
REQUEST TO AUDIT ATHLETIC BROADCAST CONTRACT -----	8
ACCEPTANCE OF CONTRACTS, GRANTS, GIFTS, SCHOLARSHIPS -----	9
REPORT ON ALLOCATION OF SALARY INCREASE MONIES -----	9
INTERNAL AUDIT ACTIVITY FOR THE PERIOD APRIL 1, 1988 TO JUNE 24, 1988 -----	11
PERSONNEL COMMITTEE -----	12
APPOINTMENTS -----	12
ADJUNCT APPOINTMENTS -----	14

	<u>Page</u>
ADJUNCT REAPPOINTMENTS -----	15
CLINICAL FACULTY APPOINTMENTS -----	15
ADMINISTRATIVE APPOINTMENTS -----	16
REAPPOINTMENTS -----	17
CHANGES IN ASSIGNMENT -----	18
LEAVES OF ABSENCE -----	19
CHANGES IN SABBATICAL LEAVES -----	20
RETIREMENT -----	20
PART-TIME APPOINTMENTS -----	20
RESIGNATIONS -----	20
CANCELLATION OF ASSIGNMENT -----	22
CORRECTION OF REAPPOINTMENT STATUS -----	22
PHYSICAL PLANT AND EQUIPMENT COMMITTEE -----	22
ARCHITECTURAL AGREEMENT AND PROJECT REVIEW-- AMERICAN HERITAGE CENTER/ART MUSEUM -----	22
STONE QUARRY STATUS REPORT -----	25
PROGRESS REPORTS AND CHANGE ORDERS -----	25
ATHLETIC COMMITTEE -----	25
COMMITTEE OF THE WHOLE -----	26
SUGGESTED SCHEDULE OF 1988-89 TRUSTEES' MEETINGS -----	26
UNFINISHED BUSINESS -----	27
UW/CC UPPER DIVISION CENTER -----	27
COURSE RENUMBERING -----	27
UNIVERSITY OF WYOMING LOGO -----	28
NEW BUSINESS -----	28
AMERICAN HERITAGE CENTER -----	28
ARCHITECTURAL AGREEMENT AND PROJECT REVIEW-- AMERICAN HERITAGE CENTER/ART MUSEUM -----	28
PUBLIC COMMENTS -----	29
ANNOUNCEMENT AND DATE OF NEXT MEETING -----	29

THE UNIVERSITY OF WYOMING

Minutes of the Trustees
July 15, 1988

A regular meeting of the Trustees of the University of Wyoming was called to order by President Bussart at 2:15 p.m. on July 15, 1988 in the Board Room of Old Main. Committee meetings and an Executive Session dealing with legal and personnel matters were held earlier in the day.

ROLL CALL The following Trustees were in attendance: Bussart, Chapin, Dray, Hinckley, Kirk, Miracle, Rochelle, Schutte, Sharratt, Updike, and ex officio members Roark, Simons, and Skiles. Trustees Mickelson and Schuster and ex officio member Governor Sullivan were not present.

APPROVAL OF MINUTES President Bussart asked if there were any corrections or additions to the minutes of the meeting of May 14, 1988. There were no corrections or additions, and Mr. Updike moved that the minutes of May 14, 1988, be approved as circulated. Mr. Rochelle seconded the motion, and it carried.

ACADEMIC ISSUES COMMITTEE President Bussart called upon Chairperson Kirk for a report from the Academic Issues Committee meeting. Committee members Kirk, Dray, Hinckley, Miracle, Sharratt, Simons, Skiles, Updike, and ex officio members Bussart and Roark attended the committee meeting, along with other Trustees and University staff. Committee member Schuster was not present. Based on the committee meeting, the following report and recommendations were presented to the full Board.

PH.D. PROGRAM IN THE DEPARTMENT OF COMPUTER SCIENCE President Roark indicated to the Academic Issues Committee that a Ph.D. program had been developed by the faculty in the Department of Computer Science under the leadership of their department head, Dr. Stan Petrick, with subsequent review by Dean Eggers, Vice President DeVries, Provost Houston, the Academic Planning

Committee, and the Graduate School Committee. Dr. Roark noted that the review process has taken two years, which in part reflects the concern of some reviewers about initiating a doctoral program in a high technology area in the present economy.

Dr. Petrick then reviewed possible benefits of the proposed Ph.D. program by saying that it would facilitate obtaining grants; greatly enhance the research capabilities of other University of Wyoming departments; build on an initial supply of ten good, interested University of Wyoming students; and be a good next step to building a strong department. Also, Dr. Petrick noted that the basic resources are in place.

Based on the Academic Issues Committee's recommendation, Mrs. Kirk moved approval of the proposed Ph.D. program in the Department of Computer Science effective fall semester 1988. Mr. Hinckley seconded the motion, and it carried.

GRADUATE DEGREE TRACKS USED
BY FEW STUDENTS

As an item for information only, and in response to Trustee and legislative requests, it was reported that the administration examined graduate programs to determine if there were a number of degrees that could be deleted. Provost Houston reported to the Academic Issues Committee that at present, fifteen graduate degrees have been deleted and an additional twelve have been suggested for elimination by the various deans of the colleges. Dr. Houston said the administration is still in the process of studying graduate programs and expects to ask the Trustees to eliminate additional degrees. These degrees will be considered by the appropriate faculty committee before the final recommendation is made, but it is anticipated that by fall semester 1988 approximately thirty graduate degrees will have been deleted or requested for deletion.

RELOCATION OF THE UNIVERSITY OF
WYOMING DAIRY HERD

As an item for discussion, Dr. Colin Kaltenbach, Associate Dean of the College of Agriculture, discussed the history of upgrading the Afton Research Station with members of

the Academic Issues Committee, provided a history of the University dairy herd, and responded to Trustees' questions.

Dr. Kaltenbach said that it was recommended by Dean Tuma in 1978 that the Afton Research Station be closed. In 1978-79 local citizens challenged that recommendation and requested the College of Agriculture develop a plan and costs for upgrading the Afton station. The total plan was \$473,520. In 1980 the legislature authorized the University to issue Revenue bonds in an amount not to exceed \$500,000 for upgrading and the Governor vetoed the plan. The 1982 capitol construction list included Afton. In 1984 the request was \$646,500; the legislature authorized the University to issue bonds or other securities in an amount not to exceed \$600,000, which was vetoed by the Governor. The 1985 capitol construction list included \$646,500. In 1986, the legislature appropriated \$325,000 which was frozen and de-appropriated in 1987. In the fall of 1987, the capitol construction list included \$730,270. In 1988, \$30,000 was appropriated to plan for Afton.

Dr. Kaltenbach reported that in 1986 the legislature introduced a bill calling for the relocation of the dairy farm from Laramie to Afton. Although the bill did not pass, the footnote on the budget bill requested that the University submit a plan for relocation of the research portion of the dairy herd from Laramie to Afton. In 1987, the same footnote was introduced. In 1988, an appropriations bill provided for \$30,000 to develop plans for upgrading the Afton Research Station. This bill also spoke to relocation of the dairy herd from Laramie to Afton.

BUDGET COMMITTEE

President Bussart called on Chairman Schutte for a report from the Budget Committee meeting. Committee members Schutte, Chapin, Dray, Kirk, Sharratt, and ex officio members Bussart and Roark attended the committee meeting, along with other Trustees and University staff. Committee members Mickelson and Schuster

were not present. Based on the committee meeting, the following report and recommendations were presented to the full Board.

BUDGET TRANSFERS Vice President Baccari informed members of the Budget Committee that the following transfers represented the final movement of funding across program lines for Fiscal Year 1988, as authorized under legislative authority:

<u>Item</u>	<u>Transferred From</u>	<u>Transferred To</u>	<u>State General Funds Transferred</u>
Employer Pd Benefits	Instruction & Research	Extension & Public Service	\$ 22,225
Employer Pd Benefits	Instruction & Research	Wyoming Water Research Center	6,463

Including the above transfers, the University utilized \$2,698,461 of the FY 1987-88 biennial transfer authority of \$4,631,566 (3% of General Fund support).

Based on the Budget Committee's recommendation, Mr. Schutte moved approval of the Fiscal Year 1988 transfers. The motion was seconded by Mr. Dray, and it carried.

NEW EXTENSION COURSE FEE Deputy Vice President Anderes reported to members of the Budget Committee that the School of Extended Studies and the Cooperative Extension program of the University recently underwent a thorough examination of program offerings, finances, organizational structure, and future plans in an effort to assess how to strengthen outreach throughout the state. One of the findings of the review was that a relatively low fee was charged for off-campus credit courses. The University presently charges a per credit fee for off-campus courses equivalent to on-campus courses. According to Dr. Anderes, the external reviewers, representing four major land grant institutions, felt that the University of Wyoming was seriously under-pricing its off-campus offerings based on their own experiences and knowledge of other institutions. The review committee ultima-

tely recommended that outreach programming could be enhanced if additional funding was identified. In conjunction with the external review recommendation, an administrative committee specifically recommended implementation of a mandatory extension fee of \$10 per credit for off-campus credit coursework. The mandatory fee would apply to all off-campus credit instruction in extension, including correspondence study.

Dr. Anderes noted that it is anticipated that the new fee would increase revenues by \$434,000 for the FY 89-90 biennium. Probable expenditures would be programmatically focused on increasing off-campus instruction through Instructional Telecommunication Services, Teleconferencing, Correspondence Study, and Extension class support.

Based on the Budget Committee's recommendation, it was moved by Mr. Schutte and seconded by Mr. Updike that the Trustees approve \$10 per credit extension fee for off-campus credit coursework effective fall semester 1988.

Mr. Sharratt expressed concerns about the University remaining as nearly tuition free as possible in keeping with a constitutional mandate. Following discussion, it was moved by Mr. Miracle and seconded by Mr. Sharratt to amend the original motion to read that Trustees approve the \$10 per credit extension fee for off-campus credit coursework effective fall semester 1988 for a period of one year, and that in July 1989 the University President shall show what impact the increase has made in the deliverance of services and the enhancement of outreach activities. The proposed amendment to the motion failed with two Trustees voting in favor of the amendment.

The original motion made by Mr. Schutte and seconded by Mr. Updike that the Trustees approve \$10 per credit extension fee for off-campus credit coursework

effective fall semester 1988 then passed, with two Trustees voting against the motion.

UNION FEE INCREASE

Vice President Baccari reported to members of the Budget Committee that several recent studies and reports, including the Centennial and CURE Committee reports, have indicated a need to improve the facilities and services provided by the Wyoming Union. Major renovation and upgrading is recommended to improve the environment and provide adequate and well-located facilities and services, thereby enhancing social, cultural and intellectual activities and improving the Union's role in student recruitment and retention.

Mr. Baccari noted that in order to answer the needs of the Wyoming Union, the Wyoming Union Board initiated a planning program designed to upgrade the Union through facility renovation and/or new construction. Realizing this total project will take several years, the Wyoming Union Board identified goals and objectives, and formed a Planning Task Force. The Task Force proposed a five-phase renovation/construction plan to meet the needs of the Union and the University community. The first phase is already well underway.

In April, the Wyoming Union Board authorized Union administrators to conduct a survey of students pre-registering for the summer session and fall semester to determine the extent of student support for a proposed program for phased construction of the Wyoming Union. A total of 3,624 students answered the survey, or 58 percent of the 6,247 students pre-registered for the summer and fall.

Eighty-nine percent of those students responding supported the proposal for phased construction. Of the 3,624 students responding to the Union survey, 3,204 said they supported an increase in Union fees to pay the cost of phased

construction. The average increase in Union fees that respondents indicated a willingness to support was \$14.06.

On May 3, 1988, the ASUW Senate expressed support for increased Union fees when it unanimously passed Senate Resolution #1597 that supported the phased Union renovation project.

Mr. Baccari told members of the Budget Committee that based on the support expressed for a Union fee increase, the Wyoming Union Board at its June 17, 1988 meeting passed a motion to recommend an increase in Wyoming Union fees. Specifically, the Wyoming Union Board recommends an increase of \$1.25/credit hour (\$15.00/semester per full-time student) for the academic year and \$1.00/credit hour (\$6.00 per full-time student) for the summer session. The current Union fee is \$2.00/ credit hour (\$23.50/semester per full-time student) for the academic year and \$1.50/credit hour (\$9.00 per full-time student) for the summer session. The increase in fees would raise approximately \$275,000 in additional revenues. The additional fees will be deposited to an earmarked account and expended, as authorized by the Trustees, for planning, renovation and construction of the Wyoming Union.

It was moved by Mr. Schutte, seconded by Mr. Hinckley, and carried that the University of Wyoming Trustees approve an increase in Union fees as proposed by the Wyoming Union Board, effective spring semester 1989.

AMENDMENT TO TRUSTEE
REGULATIONS (SAFETY OFFICE)

Vice President Baccari told members of the
Budget Committee that the safety of the

University's students, faculty, staff and visitors is one of the highest priorities of the University of Wyoming. Mr. Baccari said that at the present time there is not a clear statement of employee responsibility to assist in meeting this priority and direction as to how safety issues are to be addressed. In the future all safety issues at the University will be coordinated by a University Safety Officer with professional training and staff assistance to insure

compliance with the wide range of regulatory requirements to which the University is subject. According to Mr. Baccari, in his report to the Budget Committee, dangerous conditions cannot be tolerated at the University and the University Safety Officer will have authority to discontinue any hazardous activity until safety considerations have been addressed.

Based on a recommendation from the Budget Committee, it was moved by Mr. Schutte, seconded by Mr. Hinckley, and carried that Trustees amend the Regulations of the Trustees by adding a section on safety. Chapter VII., Section 9, of the Regulations now reads as follows:

* * *

Section 9. Safety

Every faculty and staff employee has a responsibility to assist the University in identifying and eliminating safety problems in the University environment. Any employee who believes there is a safety problem in his/her work environment, or elsewhere in the University is obligated to bring the problem to the attention of the University Safety Office. The Office shall be headed by the University Safety Officer who shall coordinate all safety activities of the University. The University Safety Officer is charged with the planning and implementation of action to meet the requirements of all applicable safety legislation and associated rules and regulations. The University Safety Officer shall have the authority necessary to ensure the safety of the University community, including the authority to vacate and close down University facilities, projects or activities. The Safety Officer's decisions are subject only to review by the President or his/her designee.

* * *

REQUEST TO AUDIT ATHLETIC BROADCAST CONTRACT

It was noted in the Budget Committee that provisions of the University's joint venture agreement with Clear Channel Radio, Inc. for athletic broadcast rights call for a financial settlement in May of each contract year. There is also a provision to allow the University to inspect the accounting records of the joint venture, which are maintained by Clear Channel Radio, Inc. Sound business practice dic-

tates that the University exercise its right to inspect these business records on an annual basis.

Based on a recommendation from the Budget Committee, it was moved by Mr. Schutte, seconded by Mrs. Kirk, and carried that the Trustees authorize the University's internal auditor to examine the accounting records of the athletic broadcast joint venture subsequent to May 1 of each contract year.

ACCEPTANCE OF CONTRACTS,
GRANTS, GIFTS, SCHOLARSHIPS

It was moved by Mr. Schutte, seconded by Mr. Updike, and carried that Trustees accept contracts and grants in the amount of \$7,089,302 for the period April 23, 1988 through June 24, 1988; and gifts and scholarships in the amount of \$236,822.22 for the period April 21, 1988 through June 2, 1988.

Vice President DeVries reported to the Trustees that for the second consecutive year, the University of Wyoming faculty and staff received a new record high of external (non-state-of-Wyoming-appropriation) funding for grants and contracts. Dr. DeVries noted that the record total of \$22.4 million for the 1988 fiscal year is \$1.4 million higher than the 1987 record total. These research projects significantly improve the quality of teaching at the University since students will receive state-of-the-art information in the classroom because faculty are at the cutting edge of knowledge in their fields, according to Vice President DeVries.

Trustees offered their congratulations and thanks to University faculty for their aggressiveness in identifying funding sources.

REPORT ON ALLOCATION OF
SALARY INCREASE MONIES

As a matter of information only, the following analysis of the FY 1989 salary adjustment allocations was presented to the Budget Committee. The two tables reflect a breakdown of funding by program and section, and the amounts tied to special cases, one time increases of \$552 and employee-paid benefits.

FY 1989 Salary Adjustment Funding
(By Program and Section)

<u>Program</u>	<u>Sal Adj</u>	<u>Fringes</u>	<u>Total</u>	<u>%</u>
Instruction & Research	\$1,163,449	\$235,768	\$1,399,217	68.2
Extension & Public Service	98,598	19,227	117,825	5.8
Intercollegiate Athletics	18,541	6,245	24,786	1.2
Maint., Oper. & Repair of Plant	106,458	21,071	127,529	6.2
General Services	178,978	41,371	220,349	10.7
Student Services	54,144	10,939	65,083	3.2
Human Medicine	59,232	12,012	71,244	3.5
Wyoming Water Research Center	<u>8,686</u>	<u>928</u>	<u>9,614</u>	<u>.5</u>
Section I	1,688,086	347,561	2,035,647	99.3
Development - Section IV	8,072	1,614	9,686	.5
WHECN - Section III	<u>3,900</u>	<u>767</u>	<u>4,667</u>	<u>.2</u>
	11,972	2,381	14,353	.7
 Total	 <u>\$1,700,058</u>	 <u>\$349,942</u>	 <u>\$2,050,000</u>	 <u>100.0</u>

FY 1989 Salary Adjustment Funding (Excluding Employer Paid Benefits)
(By Program and Type - Section I)

<u>Program</u>	<u>Special Cases</u>	<u>\$552</u>	<u>Total</u>
Instruction & Research	\$613,966*	\$549,483	\$1,163,449
Extension & Public Service	32,014	66,584	98,598
Intercollegiate Athletics	10,248	8,293	18,541
Maintenance, Operation & Repair of Plant	10,824	95,634	106,458
General Services	102,100*	76,878	178,978
Student Services	10,536	43,608	54,144

Human Medicine	5,688	53,544	59,232
Wyoming Water Research Center	<u>1,992</u>	<u>6,694</u>	<u>8,686</u>
Total	<u>\$787,368</u>	<u>\$900,718</u>	<u>\$1,688,086</u>

* Unallocated funding is included for distribution as the special cases occur during the year.

INTERNAL AUDIT ACTIVITY
FOR THE PERIOD APRIL 1, 1988
TO JUNE 24, 1988

The following activities were presented to
the Budget Committee for information only:

- a. The following activities have been completed.
 1. Cowboy Joe Club, Inc. has been audited for the year ending December 31, 1987. Financial statements and management recommendations were presented to their Board of Directors.
 2. The Arena Auditorium unsold event tickets were verified so the tickets could be destroyed.
- b. The following accounts have been audited and recommendations have been produced. These reports will be presented when the auditee responses have been received.
 1. Special Appropriation Accounts (0-20255), (0-20257), (0-20285), (0-20286), and (0-20355) have been audited.
 2. Acacia Lease Account (0-20127) has been audited.
- c. The following audits and other activities are in process:
 1. The financial audit of all ASUW components for the year ending June 30, 1988 is in process.
 2. The History of The University of Wyoming Account (0-20327) is being audited.
 3. The Agricultural Experiment Station Publications Account (0-26182) is being audited.
 4. The Agriculture Extension Account (0-26246) is being audited.
 5. The Extension Publication Account (0-26180) is being audited.

6. The Publications Service Account (0-20202) is being audited.
 7. Participation in the implementation of the Human Resources System has continued. The Human Resources System is the payroll and personnel portion of the new administrative computer system.
- d. Follow-up review of the implementation of recommendations from audits completed in prior periods:
1. The Arena-Auditorium Operations Account (0-26114) has a deficit balance of \$200,397 which has not been eliminated.

PERSONNEL COMMITTEE

President Bussart called upon Chairman Updike for a report on the Personnel Committee meeting. Committee members Updike, Chapin, Hinckley, and ex officio members Bussart and Roark attended the Personnel Committee meeting, along with other Trustees and University staff. Committee members Mickelson and Schuster were not present. Based on recommendations of the Personnel Committee, Mr. Updike moved approval of the following appointments; adjunct appointments; adjunct reappointments; clinical faculty appointments; administrative appointments; reappointments; changes in assignment; leaves of absence; changes in sabbatical leaves; retirement. The motion was seconded by Mr. Hinckley, and it carried.

APPOINTMENTS

The following appointments were approved under the conditions cited.

COLLEGE OF AGRICULTURE

1. Mark M. Stayton as Assistant Professor of Molecular Biology, effective July 1, 1988 at an annual (11-month) salary rate of \$45,000. This is a tenure track appointment.

2. Paul C. Vincelli as Assistant Professor of Plant, Soil, and Insect Sciences, effective July 1, 1988 at an annual (11-month) salary rate of \$34,500. This is a tenure track appointment.

COLLEGE OF ARTS AND SCIENCES

3. Steven R. Hemphill as Assistant Professor of Music, effective August 22, 1988 at an annual (9-month) salary rate of \$23,004, contingent upon completion of the requirements for the Ph.D. or the salary rate will be \$21,000. This is a tenure track appointment.

4. Matthew J. Sharps as Assistant Professor of Psychology, effective August 22, 1988 at an annual (9-month) salary rate of \$26,508. This is a tenure track appointment.

COLLEGE OF EDUCATION

5. Audrey M. Kleinsasser as Assistant Professor of Educational Foundations and Instructional Technology, effective August 22, 1988 at an annual (9-month) salary rate of \$28,008, contingent upon completion of the requirements for the Ph.D. or the rank will be that of Instructor and the salary rate will be \$26,004. This is a tenure track appointment.

6. Alan D. Moore as Assistant Professor of Educational Foundations and Instructional Technology, effective August 22, 1988 at an annual (9-month) salary rate of \$30,000. This is a tenure track appointment.

COLLEGE OF HEALTH SCIENCES

7. Richard L. Garrison as Assistant Professor and Team Leader of Family Practice, effective July 1, 1988 at an annual (11-month) salary rate of \$68,700. This is a tenure track appointment.

8. Frederick B. Gaupp as Assistant Professor and Team Leader of Family Practice, effective July 1, 1988 at an annual (11-month) salary rate of \$68,808. This is a tenure-track appointment.

UNIVERSITY LIBRARIES

9. Sandra N. Barstow as Senior Assistant Librarian and Head of Acquisitions, effective July 1, 1988 at an annual (11-month) salary rate of \$29,508. This position is eligible for extended term appointment.

SCHOOL OF EXTENDED STUDIES

10. Frank T. Magiera as Assistant Professor of Business, UW/CC Upper Division Center, effective August 25, 1988 at an annual (9-month) salary rate of \$47,256. This is a tenure track appointment.

ADJUNCT APPOINTMENTS

An adjunct appointment carries no tenure rights or salary. The following adjunct appointments were approved under the conditions cited.

COLLEGE OF AGRICULTURE

1. Paul M. Porter as Adjunct Assistant Professor of Plant, Soil, and Insect Sciences for the period July 1, 1988 through June 30, 1991.

COLLEGE OF HEALTH SCIENCES

2. Christopher W. Bolz as Adjunct Clinical Assistant Professor of Pharmacy for the period May 2, 1988 through May 1, 1991.

3. Julie Callender as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.

4. Maxine S. Chisholm as Adjunct Clinical Assistant Professor of Pharmacy for the period May 2, 1988 through May 1, 1991.

5. Edward Denny as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
6. Ruth D. Ferguson as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
7. Kathy L. Fluty as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
8. Barbara Gunther as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
9. Karen Holland as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
10. James P. O'Flannigan as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
11. John J. O'Flannigan as Adjunct Clinical Instructor of Pharmacy for the period May 2, 1988 through May 1, 1991.
12. Sheila M. Savala as Adjunct Clinical Faculty of Nursing for the period May 1, 1988 through April 30, 1990.

ADJUNCT REAPPOINTMENTS

The following adjunct reappointments were approved as indicated.

COLLEGE OF ENGINEERING

- a. Charles A. Knight as Adjunct Professor of Atmospheric Science for the period July 1, 1988 through June 30, 1991.
- b. Clive Saunders as Adjunct Professor of Atmospheric Science for the period July 1, 1988 through June 30, 1991.

CLINICAL FACULTY
APPOINTMENTS

The following Veterans Administration physicians with whom the University of Wyoming has a continuing affiliation for clinical and instructional services in various programs in the College of Health Sciences were approved for the period July 1, 1988 through June 30, 1991.

<u>Name</u>	<u>Title</u>
Bowen, Cloitilde D.	Chief of Psychiatry Service
Cumberbatch, Rudolph S.	Chief of Surgery
Howar, Bruce F.	Associate Chief of Medical Service
Hunt, Theodore C.	Staff Orthopedic Surgeon
Izadara, Alireza	Staff Internist
Johnson, James V.	Ambulatory Care Physician
Larson, Trenette A.	Staff Internist
LeFemine, Armand A.	Chief of Staff
Leghari, Rahmat U.	Chief of Medical Service
Nettleton, Jack L.	Staff Internist
Purdy, Malcolm H.	Staff Internist
Stenberg, Clayton C.	Staff Urologist
Surapanani, M.P.	Staff Physician

ADMINISTRATIVE APPOINTMENTS

The following administrative appointments were approved as indicated.

COLLEGE OF ARTS AND SCIENCES

1. John W. Ravage as Associate Professor of Journalism and Telecommunication and Head of the Department of Journalism and Telecommunication for a three-year period effective May 23, 1988.
2. Samuel C. Riccillo as Associate Professor of Communication and Head of the Department of Communication for a three-year period effective June 1, 1988.

COLLEGE OF COMMERCE AND INDUSTRY

3. George R. McGrail as Professor of Accounting and Chairman of the Department of Accounting, effective July 1, 1988 at an annual (nine-month) salary rate of \$60,000.

COLLEGE OF ENGINEERING

4. William R. Lindberg as Professor of Mechanical Engineering and Acting Head of the Department of Mechanical Engineering for the 1988-89 academic year while a national search is conducted to locate a permanent Department Head.

SCHOOL OF EXTENDED STUDIES AND PUBLIC SERVICE

5. Kenyon N. Griffin as Professor of Political Science and Acting Dean of the School of Extended Studies and Public Service effective August 22, 1988 while a national search is conducted to locate a permanent Dean.

OFFICE OF RESEARCH AND INTERNATIONAL PROGRAMS

6. Winberg Chai as Director of International Programs and Professor of Political Science with tenure for a two-year term effective August 1, 1988 at an annual (11-month) salary rate of \$57,504.

DIVISION OF STUDENT AFFAIRS

7. John F. Nutter as Interim Director, Student Financial Aids, effective May 16, 1988 at an annual (11-month) salary rate of \$33,552 until a permanent director is appointed on or before January 1, 1989.

REAPPOINTMENTS

The following reappointments were approved for the 1988-89 academic year, or as otherwise

noted.

<u>Name</u>	<u>Department</u>	<u>Academic Rank</u>
<u>COLLEGE OF COMMERCE AND INDUSTRY</u>		
Roe, Suzanne S.	Accounting	Lecturer
<u>COLLEGE OF ENGINEERING</u>		
Howell, Henry C. III (7/1/88-6/30/89)	Electrical Engineering	Supply Lecturer
Snider, Jefferson (7/1/88-6/30/89)	Atmospheric Science	Lecturer
<u>COLLEGE OF HEALTH SCIENCES</u>		
Merrell, Arthur N. (7/1/88-6/30/89)	Family Practice/Cheyenne	Associate Professor/Director of Psychology/Behavioral Science

CHANGES IN ASSIGNMENT

The following changes in assignment were approved as indicated.

COLLEGE OF AGRICULTURE

1. Conrad J. Kercher, Professor of Animal Science and Head of the Department of Animal Science, was reassigned as Professor of Animal Science effective June 30, 1988.

COLLEGE OF ARTS AND SCIENCES

2. William C. Donaghy, Professor of Communication and Chairperson of the Department of Communication, was reassigned as Professor of Communication effective June 1, 1988.
3. Douglas P. Killian, Assistant Professor of Journalism and Telecommunication and Acting Head of the Department of Journalism and Telecommunication, was reassigned as Assistant Professor of Journalism and Telecommunication effective May 23, 1988.

SCHOOL OF EXTENDED STUDIES AND PUBLIC SERVICE

4. Johnny L. Christopher, Professor of Adult Education and Dean of the School of Extended Studies and Public Service, was reassigned as Professor of Adult Education effective August 22, 1988.

OFFICE OF ACADEMIC AFFAIRS

5. Robert S. Houston, Professor of Geology and Geophysics and Provost and Vice President for Academic and Student Affairs, was reassigned as Research Professor of Geology and Geophysics effective August 1, 1988.

DIVISION OF STUDENT AFFAIRS

6. Delbert M. Smith, Director of Student Financial Aids, was reassigned as Research Associate III of the Center for Academic Advising effective May 16, 1988 through December 31, 1988.

LEAVES OF ABSENCE

The following leaves of absence without pay were granted for the period and under the con-

ditions cited.

1. William E. Gienapp, Associate Professor of History, for the 1988 fall semester, to accept a visiting appointment in the History Department at Harvard University.
2. Robert F. Kvidahl, Professor of Educational Foundations and Instructional Technology, for the 1988-89 academic year, to serve as Interim Principal at Tongue River High School, Dayton, Wyoming.
3. Ira N. Rosenholtz, Associate Professor of Mathematics, for the 1988-89 academic year, to pursue professional development.
4. Andrew Vanvig, Professor of Agricultural Economics, for the period July 18, 1988 through August 19, 1988, for personal reasons.

CHANGES IN SABBATICAL LEAVES

The following changes in sabbatical leaves were approved.

COLLEGE OF ARTS AND SCIENCES

1. At the January 15, 1988 meeting of the Trustees, Madonne M. Miner, Associate Professor of English, was granted a sabbatical leave for the 1989 spring semester. Professor Miner has requested that this sabbatical leave be postponed to the 1990 spring semester.

COLLEGE OF ENGINEERING

2. At the January 16, 1987 meeting of the Trustees, David P. Egolf, Associate Professor of Electrical Engineering, was granted a sabbatical leave for the 1987-88 academic year. However, Dr. Egolf requested, and was granted, sick leave the spring semester of 1988. Professor Egolf now requests that the second semester of the sabbatical leave previously granted take place the 1988 fall semester.

RETIREMENT

A retirement was granted to the individual listed below under the conditions cited.

<u>Name</u>	<u>Position</u>	<u>Birth Date</u>	<u>Employment Date</u>	<u>Date of Retirement</u>
Walker, Irene M.	Sr. Administrative Secretary Dept. of History	5/25/23	8/20/62	6/30/88 with designation as <u>Retired</u>

PART-TIME APPOINTMENTS

As a matter of information only, the part-time appointments were reported to the Trustees.

RESIGNATIONS

The following resignations were acknowledged by the Trustees.

1. Charles V. Blatz, Associate Professor of Philosophy, May 15, 1988.
2. Don L. Boyer, Professor and Head of the Department of Mechanical Engineering, August 19, 1988.

3. Frank E. Busby, Professor of Range Management, July 31, 1988.
4. Michael J. Cerullo, Professor of Accounting, May 15, 1988.
5. Michael Doane, Head Swim Coach and Lecturer in Intercollegiate Athletics, August 1, 1988.
6. Amy Finch-Williams, Associate Professor of Speech Pathology/Audiology, May 15, 1988.
7. Betty C. Fry, Associate Professor of Vocational Education, May 15, 1988.
8. Don E. Gardner, Assistant Vice President for Finance, Institutional Support Services, effective July 5, 1988.
9. Robert E. Higginson, Assistant Professor of Home Economics, May 15, 1988.
10. Elizabeth Hoffman, Professor of Economics, August 19, 1988.
11. James A. Jacobs, Professor of Curriculum and Instruction, May 15, 1988.
12. Mario G. Karfakis, Assistant Professor of Civil Engineering, July 31, 1988.
13. Ricardo L. Landeira, Professor of Modern and Classical Languages, May 15, 1988.
14. Harold D. Radloff, Professor of Animal Science, June 10, 1988.
15. Wayne D. Steinhour, Assistant Professor of Animal Science, June 30, 1988.
16. Kent Towlernton, Women's Skiing Coach and Lecturer in Intercollegiate Athletics, May 24, 1988.

CANCELLATION OF
ASSIGNMENT

As an item for information only, it was noted that at the March 24-25, 1988 Trustees' meeting, Marlys G. Simmons was approved as Assistant Professor of Aerospace Studies. This appointment has been cancelled by Air Training Command. A replacement nomination will be forthcoming.

CORRECTION OF
REAPPOINTMENT STATUS

It was noted in the Budget Committee that at the September 5-6, 1986 Trustees' meeting, Jacqueline B. Petravage was approved as Assistant Professor of Family Practice/Casper on a tenure-track appointment. This appointment was made in error as Dr. Petravage's position is not funded by Section I of the University budget. The College of Health Sciences intended that this appointment be a non-tenure track appointment as Temporary Assistant Professor of Family Practice/Casper, and this intention was understood by Dr. Petravage.

PHYSICAL PLANT AND
EQUIPMENT COMMITTEE

President Bussart called on Chairman Chapin for a report from the Physical Plant and Equipment Committee meeting. Committee members Chapin, Hinckley, Kirk, Rochelle, Sharratt, and ex officio members Bussart and Roark attended the committee meeting along with other Trustees and University staff. Committee member Schuster was not present. The following recommendation and report was given on the Physical Plant and Equipment Committee.

ARCHITECTURAL AGREEMENT
AND PROJECT REVIEW--AMERICAN
HERITAGE CENTER/ART MUSEUM

Mr. Chapin reviewed for Trustees, the Physical Plant and Equipment Committee's discussion regarding the architectural agreement and project review--American Heritage Center/Art Museum.

Mr. Chapin reported that the total negotiated cost for this contract exceeds the 10 percent originally estimated for the project. The costs incurred under this agreement are higher for several reasons, including:

- The University is working with a nationally known architect;
- The University selected the architect by design competition, which is costly to the architect and he will attempt to recover expenses for which he was not reimbursed;
- The project has been delayed for approximately two years due to incomplete funding for the project;
- The project is a specialty project by program; and
- The University's standard agreement imposes greater responsibilities on the architect than is normal and customary in the industry.

In regard to the last point concerning the University's standard agreement, examples of added responsibilities are the requirement to provide a full-time Project Representative during construction; obtaining approvals of regulatory agencies which, if interpretations differ, the cost of document modifications are borne by the architect; withholding partial payments during the construction period and retaining them through the warranty period; and, an 11-month warranty inspection.

In addition, since the Facilities Planning Office does not have the necessary personnel to accomplish the complete programming documentation, the architect must assist in the programming phase.

Mr. Chapin also stated that as a result of these additional requirements, the University's standard agreement incorporates architectural services that are regarded by industry as additional services outside the scope of the industry's standard agreement.

The University also requires the architect to carry insurance for errors and omission (professional design liability) which is not a normal architectural operations policy and, therefore, the University will incur the full cost of this insurance requirement.

The total sum of this agreement is as follows:

Programming Services	\$ 66,000
Design Services	580,220
Construction Documents & Normal Construction Services	840,300
Construction Project Representative	168,000
Warranty Inspection	4,000
Errors & Omission Insurance	125,000
Estimated Reimbursables	<u>142,000</u>
	<u>\$ 1,925,520</u>

Under a standard contract the cost for basic design and construction services for a special project such as the American Heritage Center/Art Museum would have been expected to be 9 percent to 9.25 percent of the estimated construction costs. The cost of these services under this agreement is approximately 10.7 percent. With all costs included as enumerated above, the total cost of the agreement is approximately 14.5 percent of estimated construction cost for the initial program.

Following discussion, it was moved by Mr. Dray, seconded by Mr. Hinckley, and carried that action regarding the architectural agreement and project review--American Heritage Center/Art Museum be tabled.

STONE QUARRY STATUS REPORT

As an item for information only, Vice

President Baccari reviewed for members of the Physical Plant and Equipment Committee, the status of the site of the stone quarry. Mr. Baccari reported that the University is in the process of removing all improvements and equipment and restoring the site of the University stone quarry to an acceptable condition.

He said Physical Plant is working with the Contract Administrations Office of Facilities Planning to have the existing buildings removed from the stone quarry site, and specifications call for removal to be completed by August 15, 1988. Physical Plant is negotiating for the removal of the equipment.

It was also reported that the Facilities Engineering Department in Physical Plant has received confirmation from the State Department of Environmental Quality approving the restoration of the site under the "Abandoned Mine Lands Program." The agreement states that if the University would remove all old buildings, tanks, equipment, etc. on the site, the Abandoned Mine Lands Program will include the site on their restoration contract for 1989.

PROGRESS REPORTS AND
CHANGE ORDERS

As a matter of information only, Progress

Reports and Change Orders were provided to the members of the Physical Plant and Equipment Committee.

ATHLETIC COMMITTEE

President Bussart called on Mr. Dray to
conduct a meeting of the Athletic Committee.

Committee members Dray, Kirk, Miracle, Rochelle, Skiles, Updike, and ex officio members Bussart and Roark attended the committee meeting, along with other Trustees and University staff. Committee member Mickelson was not present.

Mr. Dray reported that the Athletic Committee was advised by telephone conference call on Wednesday, July 13, 1988 that Trustee action is required with respect to athletic network affiliation in Laramie. Mr. Dray said that last year the Trustees, through the Executive Committee, determined that two radio

stations in Laramie--KOWB and KLDI--would be granted affiliate status on the network. The Trustee resolution indicated that this was to be for one year only and to be re-evaluated following the 1987-88 basketball season.

Following discussion in the Committee of the Whole, it was moved by Mr. Dray, seconded by Mrs. Kirk, and carried by a vote of 5 in favor and 4 opposed, that there be no change in the affiliate status on the network; that Laramie radio stations KOWB and KLDI be granted affiliate status on the network for one year.

COMMITTEE OF THE WHOLE President Bussart reported on the Committee of the Whole meeting. Those present at the meeting were Bussart, Chapin, Dray, Hinckley, Kirk, Miracle, Rochelle, Schutte, Sharratt, Updike, and ex officio members Roark, Simons, and Skiles. Trustees Mickelson and Schuster were not present and ex officio member Governor Sullivan was not present.

SUGGESTED SCHEDULE OF 1988-89 It was moved by Mr. Rochelle, seconded by TRUSTEES' MEETINGS Mr. Hinckley, and carried that Trustees approve the following revised schedule of 1988-89 meeting dates.

Schedule of Meeting Dates

1988-89

July	15 (Friday)	Committees
	16 (Saturday)	Committees and Business Session
August	18 (Thursday)	Committees and Business Session
	19 (Friday)	Trustees' Symposium
	20 (Saturday)	Trustees' Symposium
September	16 (Friday)	Visitation and Committees
	17 (Saturday)	Business Session (followed by UW-Louisiana Tech football game)
October	21 (Friday)	Visitation and Committees
	22 (Saturday)	Business Session (followed by UW-Utah football game)

December	7 (Wednesday)	Committees (followed by UW-Southern Utah State basketball game)
	8 (Thursday)	Business Session
January	12 (Thursday)	Visitation and Committees (followed by UW-UTEP basketball game)
	13 (Friday)	Business Session
March	30 (Thursday)	Visitation and Committees
	31 (Friday)	Business Session
May	12 (Friday)	Committees
	13 (Saturday)	Business Session - Annual Meeting
	14 (Sunday)	Commencement

UNFINISHED BUSINESS
 UW/CC UPPER DIVISION
 CENTER

Mr. Sharratt reported briefly to the Trustees on the University of Wyoming/Casper College

Upper Division Center Advisory Council meeting which was held in Casper July 13, 1988. Mr. Sharratt and Mr. Vern Shelton attended the meeting as University representatives. Council members are reviewing a mission statement for the University of Wyoming/Casper College Center. Mr. Sharratt invited the advisory council to a visitation session with the UW Trustees during the Trustees' September 16-17, 1988 meeting.

The advisory council met with University of Wyoming/Casper College faculty in Casper to discuss aspects of the proposed mission statement and to consider issues critical to continued vitality of the joint program. Those will be discussed further during the September meeting.

COURSE RENUMBERING

Mr. Updike inquired as to the status of the

renumbering of courses. Associate Vice President Barden reported that the planning for renumbering was proceeding according to schedule and that it is anticipated that a plan would be agreed to this fall by each of the seven community colleges and the University.

UNIVERSITY OF WYOMING
LOGO

Mr. Miracle called attention to an editorial that was published in the Friday, July 15, 1988 edition of The Laramie Daily Boomerang entitled "UW's Very Un-Wyoming Logo."

TUITION FREE

It was moved by Mr. Sharratt that the Trustees seek an opinion from the Attorney General regarding the legality of tuition increase passed by the Trustees July 15, 1988. The motion was seconded by Mr. Miracle, and it failed.

NEW BUSINESS
AMERICAN HERITAGE CENTER

It was moved by Mr. Dray, seconded by Mr. Sharratt, and carried that Trustees adopt the following resolution.

In recognition of the outstanding contributions made by Eleanor Chatterton Kennedy and Joe and Arlene Watt to the University of Wyoming and to its American Heritage Center, the University of Wyoming Board of Trustees hereby name the American Heritage Center The Eleanor Chatterton Kennedy--Joe and Arlene Watt American Heritage Center.

Further, the Trustees reaffirm their commitment to construction of the new American Heritage Center and direct the University administration to develop one or more plans for financing an accelerated construction schedule of the Center. These plans will be considered at the regular August 18, 1988 meeting of the Board of Trustees.

ARCHITECTURAL AGREEMENT AND
PROJECT REVIEW--AMERICAN
HERITAGE CENTER/ART MUSEUM

It was moved by Mr. Dray, seconded by Mr. Rochelle, and carried that the architectural agreement and project review--American Heritage Center/Art Museum item be removed from the table, and that Trustees approve the Architectural Agreement for the design and construction of the American Heritage Center and the University of Wyoming Art Museum as presented in Enclosure 1 (salmon).

PUBLIC COMMENTS

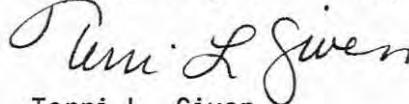
President Roark said that maintenance of this year's salary increases for University of Wyoming faculty and staff will be the number one priority that the University administration brings before the Trustees next year.

ANNOUNCEMENT AND DATE
OF NEXT MEETING

There being no further business to come before the Trustees, the meeting was adjourned at 3:30 p.m. The next meeting of the Trustees is scheduled for August 18, 1988 with the Trustees' Symposium scheduled for August 19-20, 1988.

Following adjournment, Trustees visited the Wyoming Research Institute.

Respectfully submitted,



Terri L. Given
Deputy Secretary

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

INTRODUCTION

THIS AGREEMENT, made and entered into this day of , 19 , by and between the TRUSTEES OF THE UNIVERSITY OF WYOMING, and its duly authorized representatives, hereinafter called OWNER, and Antoine Predock FAIA and his duly authorized representatives, duly licensed by the laws of the State of Wyoming to practice architecture in this State and hereinafter called ARCHITECT. The Owner does hereby engage Architect to perform for the Owner under the terms and conditions of this Agreement all services incident to the design and construction of an improvement referred to for purposes of identification as the American Heritage Center and University of Wyoming Art Museum, hereinafter called the PROJECT.

The Project shall be approximately 137,000 gross square feet at a total construction cost of \$13,227,000.00 including provisions for future expansion as defined by the Preliminary Program and a Design Competition Response of Antoine Predock dated 8 August 1986.

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the seven phases described in Paragraphs 1.1 through 1.7 and include normal structural, mechanical, electrical and special engineering services and the following general services:

- a) Architect shall consult, to the extent required by the Owner with authorized employees, agents, and/or representatives of the Owner and the State of Wyoming, relative to the programming, design and construction of the Project.
- b) Architect shall cooperate with other professionals employed by the Owner for the programming and design of other work related to the Project.
- c) Architect shall provide consultation and advice to the Owner as to the necessity and manner of providing or obtaining services related to the site, such as: property boundary, right-of-way, topographic, hydrographic, and utility surveys, and physical properties of the subsoil.

- d) Architect shall review site survey, subsoil data, chemical and mechanical data, logs of borings and other data, test results and documents furnished to the Architect and advise the Owner whether such data is sufficient for purposes of design, or whether additional data is necessary before the Architect can proceed with design, and define with specificity what additional tests are required to develop any additional information needed by the Architect.
- e) Architect shall contract for or employ at its expense, except as provided in Paragraph 1.8, consultants to the extent it deems necessary for programming and design of the Project and development of plans and specifications, including mechanical, electrical, structural, soils and civil engineers licensed as such by the State of Wyoming and other consultants necessary for the development of the Project. Architect shall submit for approval by the Owner consultants for each professional element of service of the Project. Nothing in the foregoing procedure shall create any contractual relation between the Owner and any consultants employed by Architect under the terms of this Agreement.
- f) Architect shall designate a principal or member of its staff satisfactory to the Owner as the Project Manager who shall, so long as its performance continues to be acceptable to the Owner, remain in charge of the architectural services for the Project from beginning of programming and schematic design through completion of construction.
- g) Architect shall prepare, submit and revise documents as required by appropriate authorities and agencies whose interest bears on the design, cost, and construction of the Project.
- h) Architect shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

1.1 PROJECT PROGRAMMING SERVICES

- 1.1.1 The Architect shall develop a Program which defines for the Owner the project requirements necessary to design the Project. The Architect shall, with the assistance of the Owner, identify all data necessary for defining Project requirements, and shall meet with the Owner's Architectural Planning Committee for assistance in gathering data.

1.1.2 The program may include, but not be limited to, the following: character and conditions of all surrounding and existing buildings, landscaping and site improvements; climatic conditions affecting Project; types of construction anticipated; space requirements of activities and functions; circulation and function relationships; define public and private spaces; service, storage, parking and utility requirements; special equipment requirements; structural and foundation requirements; mechanical and electrical systems demands; safety, security and maintenance requirements; determine area and volumes of project; preliminary selections of finishes and colors; preliminary siting, all local and regional governmental requirements affecting the project; and a written estimated project construction cost.

1.1.3 Architect shall provide the Owner, at its expense, with five copies of bound draft Project Programs for review and approval. The final Project Program shall be provided in the number of copies requested by the Owner. Architect shall provide five final Program copies at its expense; the Owner shall reimburse Architect for the cost of additional copies of the final Program.

1.2 SCHEMATIC DESIGN PHASE

1.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.2.2 Based on the mutually agreed upon program and Project budget the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, scale model, pictorial drawings and other documents illustrating the scale and relationship of Project components.

1.2.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.3 DESIGN DEVELOPMENT PHASE

1.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and

electrical systems, materials and such other elements as may be appropriate.

- 1.3.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.
- 1.3.3 Architect shall prepare and submit for Owner approval a written design criteria for mechanical and electrical systems. Temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas.
- 1.3.4 Architect shall prepare and submit to Owner a Life Cycle Cost Analysis, on a format acceptable to the Owner of at least two of the systems considered during the Design Development Phase.
- 1.3.5 Architect shall provide measured drawings of rooms designated by the Program to be reconstructed as the spaces exist in every detail to meet funding and donor requirements. The Owner will provide Architect with verified measured drawings of the existing Rentschler Room.
- 1.3.6 Architect shall, with the assistance of the Owner, become familiar with all applicable building codes, ordinances, and other regulatory and governmental authorities having jurisdiction over the Project.

1.4

CONSTRUCTION DOCUMENTS PHASE

- 1.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for review and approval by the Owner, three complete sets of Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Architect is solely responsible for any errors and omissions in the Construction Documents. The Architect shall submit for Owner review and approval Construction Documents when 50% and 100% complete. A minimum of 15 working days shall be allowed for the Owner's review and approval.
- 1.4.2 The Architect shall prepare with the assistance of the Owner, the necessary bidding information, bidding forms, the General Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

- 1.4.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
- 1.4.4 The Architect shall submit and file on behalf of the Owner documents required for the approval of governmental authorities having jurisdiction over the Project.
- 1.4.5 Architect shall consult with and make all modifications required by governmental authorities having jurisdiction over the Project, to the Construction Documents prior to issuance of the Documents for bidding. All such modifications shall be made at Architect's expense.
- 1.4.6 Architect shall, upon written approval by Owner of a final set of drawings and a final draft of specifications, provide to Owner three complete sets of plans and three complete sets of typed specifications.
- 1.4.7 Architect shall provide copies of the Construction Documents for bidding and construction purposes in the number required by the Owner; the expense of reproduction will be born by the Owner. The Owner reserves the right to select the type of reproduction.
- 1.4.8 The Architect shall submit a final life cycle cost analysis on systems used in the design when submitting the 100% complete Construction Documents for the Owner's review and approval.

1.5 BIDDING OR NEGOTIATION PHASE

- 1.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, prepare addenda, prepare clarification documents, prepare interpretation of documents, make a recommendation to the Owner regarding the most responsive and responsible bidder, and assist in awarding and preparing contracts for construction.

1.6 CONSTRUCTION PHASE -
ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 1.6.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to

provide Basic Services under this Agreement, will terminate when the eleventh month warranty items are completed by the Contractor.

- 1.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
- 1.6.3 The Architect shall provide a color schedule, samples of textures and finishes of all materials in the Project for review and approval of the Owner.
- 1.6.4 The Architect shall be a representative of the Owner during the Construction Phase, and shall consult Owner and advise Owner by written memoranda. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and in the Contract Documents.
- 1.6.5 The Architect shall visit the site at least twice monthly and at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Mr. Antoine Predock shall be personally available for any extraordinary matters which may arise. However, the Architect shall not be required to make exhaustive on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed, in writing, of the progress and quality of the Work, and shall endeavor to guard the Owner against defects, omissions, deviations and deficiencies in the Work of the Contractor.
- 1.6.6 The Architect shall select, employ and provide a full-time Project Representative or representatives, acceptable to the Owner, to review the work in progress. The Project Representative shall be competent, have had at least three years of construction inspection experience (or comparable background and experience), a portion of which is in the division(s) of the work assigned to be inspected.

Through the observation of such Project Representative, the Architect shall provide further protection for the Owner against defects, omissions, deviations and deficiencies in the work.

Project Representative shall:

i. Become thoroughly familiar with the requirements of the contract documents, applicable codes and standards, approved submittals, and all instructions or clarifications issued by the Architect.

ii. Observe the quality of the work; monitor the construction schedule; promptly report to the Architect non-conforming work or non-performance, conditions which may cause delay in completion, and the results of required tests.

iii. Prepare a daily report recording the Project Representative's time and activities on the Project, weather conditions, the nature and location of work being performed and by whom, the number of workers per employer, verbal instructions and interpretations given by the Architect and specific observations. Record the circumstances of any occurrence or work which might result in a claim for a change in the contract price or contract time. List the names of any visitors, their titles and time and purpose of their visit. Reports shall be prepared for each normal work day or day on which the contractor or any subcontractor performed work and a copy promptly sent to the Architect and to the Owner.

iv. Perform such other tasks as may be assigned by the Architect.

v. Generally act as liaison between the Contractor and the Architect.

The Project Representative shall not, except as authorized by the Architect according to the procedures set forth herein:

i. Authorize deviations from the Contract Documents.

ii. Approve substitute materials or equipment.

iii. Advise on or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures in connection with the work. The Architect shall supervise,

direct, control, and be responsible for the Project Representative's performance. The provision for a Project Representative or Representatives shall not modify the rights and duties of the Architect as set forth in any provision of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the Owner and the Project Representative(s) or make any person or entity who is not a signatory of this Agreement a third party beneficiary of any right or duty created by this Agreement or by operation of law.

- 1.6.7 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
- 1.6.8 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 1.6.9 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.
- 1.6.10 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraphs 1.6.5 and 1.6.6. and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to

payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

- 1.6.11 The Architect shall interpret the requirements of the Contract Documents and the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 1.6.12 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor..
- 1.6.13 The Architect's decisions in matters relating solely to artistic effect shall be final if consistent with the intent of the Contract Documents.
- 1.6.14 The Architect shall have authority to reject Work which does not conform to the Contract Documents and to stop the Work upon approval of the Owner except in cases of an emergency affecting the safety of personnel or property, whenever such stoppage is, in his opinion, necessary to insure the proper execution of the Contract for Construction. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority, and upon approval by the Owner, to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

- 1.6.15 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, material and testing reports and progress schedules for conformance with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 1.6.16 The Architect shall analyze price quotations received from the Construction Contractor for proposed change orders and advise the Owner in writing as to the acceptability of the same.
- 1.6.17 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority, upon Owner's approval, to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 1.6.18 The Architect shall review and advise the Owner in writing as to the acceptability of substitutions proposed by the Construction Contractor.
- 1.6.19 The Architect shall review and advise the Owner in writing as to the acceptability of test reports, and of operating reports of equipment and systems.
- 1.6.20 The Architect shall assemble and deliver to the Owner written guarantees, operating and maintenance instruction books, diagrams, and charts required of the Construction Contractor.
- 1.6.21 Promptly, after recording of Notice of Completion by the Owner, furnish the Owner, at no additional expense to the Owner, with an Owner approved form of final plans and specifications which are reproducible, including such revisions that may have been made in the course of construction. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted "record drawings."
- 1.6.22 The Architect shall conduct inspections to determine the Dates of Substantial Completion and Final Completion. The Architect shall, with the

assistance of the Contractor and the Owner author a list of incomplete work, omissions, defective work and deficiencies in construction. Architect shall oversee, review and verify completion of this list by the Contractor. Architect shall issue a final Certificate for Payment.

1.6.23 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect.

1.7 WARRANTY PERIOD SERVICES

Upon final acceptance of the completed work, Architect shall:

- 1.7.1 Provide assistance as requested by the Owner, in connection with the refining and adjusting of any equipment or system until the end of the warranty period.
- 1.7.2 Assist the Owner, as requested by the Owner, in training Owner's staff in operation and maintenance of the Project until the end of the warranty period.
- 1.7.3 Make visits to the project, as requested by the Owner, to observe apparent omissions, defects and deficiencies in the completed construction. Consult with the Owner and advise as to satisfactory methods for corrections of such omissions, deficiencies or defective work.
- 1.7.4 Notify the Owner in writing of all observed deficiencies in the construction of the Project, and all deficiencies in the construction of the Project brought to the Architect's attention by persons other than the Owner.
- 1.7.5 Render prompt decision on claims, disputes and other matters in question between Contractor and the Owner relating to operations of and defects in the completed work.
- 1.7.6 Assist the Owner in an eleven-month review of the completed work to determine if any operational deficiencies, material defects, or construction deficiencies exist that require correction. Advise as to acceptance by the Owner and for corrective action(s) by the Contractor.

1.7.7 The Architect shall be compensated for the services identified above in Subparagraphs 1.7.1 through 1.7.5 at the additional services rate identified in Paragraph 14.2 unless such requested services are due to the Architect's error or omissions.

1.8 ADDITIONAL SERVICES

The following Services are not included in Basic Services. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

- 1.8.1 Providing financial feasibility or other special financial studies.
- 1.8.2 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys and studies.
- 1.8.3 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase and beyond the scope of preparing the facility systems and equipment to accept future additions.
- 1.8.4 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.
- 1.8.5 Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 1.8.6 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 1.8.7 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, except those facilities designated by the Owner to be reproduced as they presently exist.
- 1.8.8. Providing services for planning tenant or rental spaces.

- 1.8.9. Making revisions in Drawings, Specifications or other documents (excluding corrections of design errors, conflicts, and/or omissions by the Architect or changes initiated by the Architect) when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of the Construction Documents or are due to other causes not solely within the control of the Architect.
- 1.8.10 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities (except those facilities designated by the Owner to be reproduced as they presently exist), and services required in connection with construction performed by the Owner.
- 1.8.11 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 1.8.12 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 1.8.13 Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding.
- 1.8.14 Providing services required because of significant changes in the Project, including but not limited to, size, complexity, or the Owner's schedule as requested by the Owner. This provision is subject to a negotiated compensation within the terms of this Agreement.

1.9 TIME

- 1.9.1 The Architect shall perform the Basic Services and Additional Services as expeditiously as is consistent with a high level of professional skill and care and the orderly progress of the Work. The Architect shall submit upon the execution of this Agreement, for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required upon the Owner's approval, as the Project proceeds, and

shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

- 2.1 The Owner shall provide information regarding requirements for the Project which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- 2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project.
- 2.3 The Owner shall designate, when necessary, a representative(s) authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative(s) shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
- 2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 2.5 The Owner shall furnish the services of soil engineers or other soils consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

- 2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time to protect the Owner's interests in the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
- 2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy thereof. The Architect shall notify the Owner if additional services, information, surveys, or reports are necessary for completeness. If the Architect should determine that there are errors or omissions in the service, information surveys or reports, it shall so notify the Owner.
- 2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- 2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

- 3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.
- 3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.
- 3.2.2 The fixed limit of Construction Cost shall be established as a condition of this Agreement by the Owner's furnishing, proposal or establishment of a Project budget. The fixed limit shall include contingencies for design, bidding and price escalation, a determination of what materials, equipment, component systems and types of construction to be included in the Contract Documents, reasonable adjustments in the scope of the Project and inclusion in the Contract Documents of alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction, which is not due to errors or omissions of the Architect
- 3.2.3 If the Bidding or Negotiation Phase has not commenced within four months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- 3.2.4 If the fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize

rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

- 4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5
REIMBURSABLE EXPENSES

- 5.1 Reimbursable Expenses are in addition to the Compensation for the Basic Services and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of out-of-town transportation in connection with the Project, excluding the Project Representative; living expenses in connection with out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Project. Travel and living expenses must be approved in advance by the Owner and shall be reimbursed on the same basis as University personnel. Travel and living expenses for coordination of Architect's and Architect consultant work are excluded.

5.1.2 Expense of reproductions and postage and of Drawings, Specifications and other documents, but excluding: reproductions for the office use of the Architect and the Architect's consultants; schematic design phase documents; design development phase documents; five sets of draft and final Project Programs; three sets of Construction documents; the "record drawings" set identified in Paragraph 1.6.21; and submittals to governmental authorities.

- 5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 5.1.5 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

- 6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES
 - 6.1.1 Payments for Basic Services shall be made monthly within 45 days of the Owner's receipt of Architect's invoice and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14. The Owner shall retain from each Construction Phase Service monthly payment five percent (5%) of the fee claimed in each billing until the expiration of the warranty period. Retainage shall be placed in an interest bearing University account. All accrued interest plus principal shall be paid to the Architect at the end of the Warranty Period unless just cause exists for the use of the account to compensate the Owner for the Architect's errors and omissions, or other services, which are not performed under the terms of this Agreement. Interest shall be at the rate paid by First Interstate Bank of Laramie on certificates of deposit. Payment for Warranty Period Services shall be made at the completion of the Warranty Period Services Phase.
 - 6.1.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be negotiated at the time a change order is issued extending the Contractor's time.
 - 6.1.3 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project

compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.3 based on (1) the lowest bona fide bid or negotiated proposal or (2) if no such bid or proposal is received the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.8 and for Reimbursable Expenses as defined in Article 5 shall be made within 45 days after presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable; except that five percent of the fee claimed in each monthly billing for Construction Phase Services will be withheld, as provided in Paragraph 6.1.1 above.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than four months, the Architect shall be compensated for services performed prior to the receipt of written notice from the Owner of such suspension or abandonment together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than four months, the Architect's compensation shall be equitably adjusted by negotiation. If the Architect's compensation cannot be mutually agreed upon by negotiation, the Owner, as its last option may terminate this Agreement and employ another Architect of its choosing to complete the Project.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the

basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times. All invoices or cost statements pertaining to Reimbursable Expenses or Additional Services shall be submitted with Architect's monthly statement.

ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS

- 8.1 Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default or this Agreement has not been terminated under Subparagraph 6.4.1 of this Agreement; except by agreement in writing with the Architect.
- 8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.
- 8.3 All presentation drawings and model shall be and remain the property of the Owner.

ARTICLE 9
FORUM FOR RESOLUTION OF DISPUTES

This Agreement shall be construed under the laws of the State of Wyoming. The exclusive forum for the resolution of disputes arising hereunder shall be the Federal District Court of the State of Wyoming.

ARTICLE 10
TERMINATION OF AGREEMENT

- 10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

- 10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, whether delivered to the University or in the possession of the Architect and to authorized reimbursable expenses.
- 10.4 In addition to the Owner's right to terminate this Agreement on other grounds, insolvency or the filing of a petition in bankruptcy by the Architect may, at the Owner's option, be grounds for termination of this Agreement.

ARTICLE 11
MISCELLANEOUS PROVISIONS

- 11.1 This Agreement shall be governed by the law of the State of Wyoming.
- 11.2 Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction.
- 11.3 As between the parties to this Agreement it is understood that as to all acts or failures to act by either party to this Agreement, the applicable statute of limitations is Wyoming Statute 1-3-111 (1987 Supp.)
- 11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the General Conditions. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.
- 11.5 Nothing in this Agreement nor any act or failure to act on the part of the Owner shall be construed as a waiver of a claim by the Owner for any defects or deficiencies in the drawings and specifications, or of the Project administration required of the Architect.

ARTICLE 12
SUCCESSORS AND ASSIGNS

- 12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this

Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13
EXTENT OF AGREEMENT

- 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 14
BASIS OF COMPENSATION

- 14.1 The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1.1 For the Architects Project Programming Services, compensation in the amount of Sixty Six Thousand Dollars, \$66,000.00.

14.1.2 For the Architect's Schematic Design and Design Development Phase Services, compensation in the total amount of Five Hundred Eighty Thousand Two Hundred Dollars \$580,200.00

This compensation is comprised of the following:
\$560,200.00 basic fee
\$ 8,000.00 model
\$ 12,000.00 life cycle cost analysis

14.1.3 For the Architect's Construction Documents, Bidding and Negotiation and Construction Phase Services, except for the services of the Project Representative as provided in Paragraph 1.6.6, compensation in the amount of Eight Hundred Forty Eight Thousand Three Hundred Dollars 848,300.00.*

The amount does not include Project Errors and Omissions Insurance coverage which shall be negotiated at the time the Construction Documents Phase is authorized by the Owner.
This compensation is comprised of the following:
\$840,300.00 basic fee (including compensation for the following special consultants: Civil Engineer, Acoustical Engineer, Security Engineer, Landscape Architect, Lighting and Day-lighting Engineer and Archivist.)
\$8,000.00 life cycle cost analysis.

*Estimated Errors and Omission Insurance premium for \$2 million limit with 5 year coverage

(2 year Project with 3 year tail) is in the range of \$75,000 to \$125,000.

- 14.1.4 For the services of the full-time Project Representative, as provided in Paragraph 1.6.6, compensation in the amount of \$7,000.00 (Seven Thousand Dollars) per month maximum.
- 14.1.5 For the Architects Warranty Period Services, per Article 1.7.6, compensation in the amount of Four Thousand Dollars, (\$4,000.00).
- 14.2 For the Architect's additional services, as described in Paragraph 1.8, a fee computed as follows:
- 14.2.1 For time expended on the Project by principals of the Architect and principals of the Architect's consultant firms, they shall be remunerated at the rate of \$100.00 per hour to a maximum of \$800.00 per any one day. For the purpose of this Agreement, the principals of the Architect and the Architect's consultants are as set forth on Page 36 of this Agreement.
- 14.2.2 For employees' time expended on the Project, remuneration shall be based upon rates in Appendix "A".
- 14.2.3 The cost of consultants contracted with or employed pursuant to 1.8, by payment of an amount equal to the amount paid by the Architect for the services of such consultants. Fees for any such consultants shall be approved in advance by Owner and reimbursement for the expenses of consultants' employees shall not exceed 2.5 times the direct payroll costs paid by the consultant to such employees for said services.
- 14.2.4 All multipliers of direct payroll cost shall be verified by sound accounting principles and provided to the Owner upon request.
- 14.3 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.1, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:
- | | |
|---|----------|
| Programming Phase-per Par.14.1.1 | Lump Sum |
| Schematic Design Phase-per Par.14.1.2 | 50% |
| Design Development Phase-per Par.14.1.2 | 50% |
| Construction Documents Phase-per Par.14.1.3 | 58% |
| Bidding or Negotiation Phase-per Par.14.1.3 | 8.4% |
| Construction Phase-per Par.14.1.3 | 33.6% |

- 14.4 If the Basic Services covered by this Agreement have not been completed within 36 months of the date hereof, through no fault of the Architect and by providing the Owner and governing authorities reasonable times for review, compensation for the services remaining under the terms of this Agreement shall be subject to renegotiation under the terms of this Agreement.
- 14.5 Any negotiation or renegotiation of compensation shall be based upon the Architects costs of doing business plus a reasonable profit. Negotiations will be based upon a written cost based compensation submitted for acceptance by the Owner.

ARTICLE 15
LIABILITY AND INSURANCE

15.1 GENERAL LIABILITY

- 15.1.1 In the performance of the Work the Architect shall be, for all purposes, an independent contractor and not an employee or agent of the Owner. In addition to the liability imposed by law upon the Architect for accidents, loss, injury, death or damages, to persons or property by reason of the negligence of the Architect, his principals, employees and agents, which liability is not impaired or otherwise affected hereby, the Architect hereby assumes liability for and agrees to save the Owner harmless and indemnify the Owner from every expense, cost, attorney's fee, liability or payment by reason of any damage, accident, loss, injury or death to persons or property suffered or claimed to have been suffered through any negligent act or negligent omission of the Architect or any of his principals, employees, agents, or consultants, or anyone directly or indirectly employed by either of them arising out of the performance of the Work called for by this Agreement. Architect shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or of any of the Contractor's or subcontractor's supplier's agents or employees or any other persons (except Architect's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in this Agreement shall be construed to release Architect from liability for failure to properly perform duties and responsibilities assumed by

Architect in the Contract Documents.

15.1.2 The Architect is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the Architect under this Agreement. The Architect shall be liable to the Owner for all damages and every expense, cost, attorney's fee and payment incurred by the Owner as the result of errors or omissions in any of the services furnished under this Agreement.

15.1.3 Without limitation as to other remedies which the Owner may have, the Architect will, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications or other services.

15.2 PUBLIC LIABILITY INSURANCE REQUIREMENTS

The Architect shall, before the commencement of the Work herein specified, take out, and during the life of this Agreement, maintain in full force and effect, comprehensive general liability insurance, including protection for automobiles owned or non-owned in an amount satisfactory to the Owner, with an insurance carrier or carriers approved by the Owner, under an insurance policy or policies satisfactory in form and substance to the Owner.

15.3 ERRORS AND OMISSIONS COVERAGE

The Architect shall, upon the execution of this Agreement, provide to the Owner proof satisfactory to the Owner that errors and omissions coverage is attainable and will be provided at the time hereinafter mentioned. The Architect shall, upon receipt of written authorization from the Owner to proceed with the preparation of the Construction Documents Phase, take out, and for five years after Substantial Completion, maintain, in full force and effect, professional liability (errors and omissions) coverage, in an amount not less than 15% of the latest Project Budget, with an insurance carrier or carriers approved by the Owner, under an insurance policy or policies satisfactory in form and substance to the Owner provided, however, that the required errors and omissions coverage shall be applicable only to the Project which is the subject matter of this Agreement.

15.4 PAYMENT OF PREMIUMS AND NOTICE OF REVOCATION

Premiums for all insurance policies shall be paid by the Architect and each insurance policy required by this Agreement shall expressly provide therein that it shall not be revoked by the insurer until thirty (30) days' written notice of the intended revocation thereof shall have first been given to the Owner by such insurer.

ARTICLE 16
NOTICES

Any notice may be served upon the Owner by delivering it in writing or by telegram or by depositing in a United States Mail deposit box with the postage thereon fully prepaid and addressed to the Owner at the address set forth on Page 36, and in the case of the Architect, may be served upon the Architect by delivering in writing or by telegram or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the Architect, at the address as set forth on Page 36 of this Agreement, or any notice may be served by delivering or mailing it, as in this Paragraph provided, addressed to any other place or places the Owner or the Architect, by written notice served upon the other, from time to time may designate.

ARTICLE 17
FEDERAL GRANTS

In the event a Federal Grant or other Federal financing participates in the funding of this Project, the Architect shall permit access to and grant the right to examine his books covering his work under this Agreement. He shall comply with Federal Agency requirements as to work hours, overtime compensation, non-discrimination, contingent fees, and any other requirement now in existence or which may be required during the term of this Agreement.

ARTICLE 18
NON-DISCRIMINATION

In connection with the performance of the Architect pursuant to this Agreement, Architect will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin.

ARTICLE 19
IMMIGRATION REFORM AND CONTROL ACT OF 1986

In connection with the performance of the Architect pursuant to this Agreement, Architect warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 (P.L. 99-603, November 6, 1986) which prohibits the hiring referral or recruitment of aliens not authorized to work, and provides for employer verification that an individual is not an authorized alien. Architect agrees to send notice to all consultants regarding the requirements of the Immigration Reform and Control Act of 1986 and notice that they are expected to comply with all of its provisions.

IN WITNESS WHEREOF, the Owner and the Architect have executed this Agreement, in duplicate, the day and year first above written.

TRUSTEES OF THE UNIVERSITY OF
WYOMING
University Station
P.O. Box 3434
Laramie, Wyoming 82071

By: _____
Daniel L. Baccari
Treasurer of the Trustees
of the University of Wyoming

ARCHITECT

Antoine Predock, Architect F.A.I.A.

300 - 12th Street, N.W.

Albuquerque, New Mexico 87102

Architect Address

By: _____

Principals of Architect:

Antoine Predock, F.A.I.A.

APPENDIX "A"
to the
Agreement Between Antoine Predock
and
The Trustees of the University of Wyoming

SCHEDULE OF HOURLY COMPENSATION PER PARAGRAPH 14.2.2

ANTOINE PREDOCK, PRINCIPAL	\$100.00
SENIOR ASSOCIATES	80.00
STAFF ARCHITECTS	60.00
STAFF-TECHNICAL-II	40.00
STAFF-TECHNICAL-I	30.00
STAFF-CLERICAL 7 PART-TIME	25.00