



**BOARD OF TRUSTEES' FACILITIES
CONTRACTING COMMITTEE
MATERIALS**

10:00 a.m. November 13, 2019

AGENDA
FACILITIES CONTRACTING COMMITTEE
November 13, 2019 (10:00-12:00)

*For Executive Session Items see separate **CONFIDENTIAL** Agenda and Materials*

1. Executive Session: Litigation & potential litigation. Status update on matters & issues.
2. Executive Session: Real property issues, contracts, easements, leases.
3. Executive Session: Confidential information.

4. Status of building projects under construction. Status, update, and summary of any and all issues (i.e. cost, design, change order, etc.) to **avoid all surprises**. 1) BSL3 – CDC Certification update, 2) Engineering, 3) Science Initiative, 4) Housing, and 5) other – Kibbon. (**NOTE**-Executive Session—if necessary).4

5. **Main Topic for Meeting: UW Housing.** Replacement housing. Follow up on status of actions on motions from September meeting. Any other issues or motions.
 - a) Living/Learning Community, maker space, “retail” space –discuss and establish process for determining these issues.
 - b) Update on design team meetings.
 - c) Demolition-Wyo Hall.
 - d) Parking lot—Ivinson. Discuss budget.
 - e) Timelines (multiple)18
 - f) Delivery method
 - g) Any recommended amendments to housing bill?
 - h) Any issue or topic – Legis. Housing Task Force meeting 11/22?
 - i) other??
 - j) Any other necessary full BofT action.

6. Status of SI building project. Greenhouse; GMP. Wyoming preference waiver20

7. AMK Ranch discussion: deferred maintenance re: buildings, water improvements, new dorm/lab facilities, extend lease agreement to 30 years request, and master planning going forward. Status. Availability for use summer of 2020, contingency plan, etc.

8. College of Ag: new barn/stalls status of construction project. \$500,000 funding provided by legislature.

9. Corbett Pool and Stadium-west stands update.

10. Water wells. Status update.

11. West Campus Satellite Energy Facility. GMP. Any other issues? Brief status report. (Budget Comm funding issues)31

12. Lewis Street Corridor Project—select consultant33

- 13. Request for Approval: Wyoming Public Radio Torrington, WY Site Lease Extension with Kath Broadcasting Co. LLC – Mai/Kibbon34
- 14. Request from Wyoming DEQ- Air Monitoring Station- Frosty Selmer51
- 15. Major Maintenance funding: projects, issues or concerns. FY19-20. Need to discuss timelines and prioritizing projects and approvals. John Davis.
- 16. Other?

AGENDA ITEM TITLE: Capital Construction Report, Mai/Kibbon
[Information only item, no action, discussion or work session]

SESSION TYPE:

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

APPLIES TO STRATEGIC PLAN:

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

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

EXECUTIVE SUMMARY:

BSL – 3 Update

- Final commissioning report complete.

Engineering Update

- Building and punch list complete.
- Warranty period in effect through 3/08/2020.
- Signage package is 60% complete, final install scheduled early November.

WWAMI

- Warranty period.

Science Initiative

- 100% Construction drawings were complete and issued on 6/07/2019.
- Bid Package #1 for the project and alternates were advertised and opened publicly on 7/19/2019.
- The Guaranteed Maximum Price (GMP) contract amendment was approved at the October, 2019 Board of Trustees meeting.
- Construction site is cleared and secured.
- Construction activities commenced 10/17/2019.

West Campus Satellite Energy Plant

- Bid Package #1 was issued for foundation and utilities. The public bid opening was held 6/18/2019.
- Construction site is cleared and secured.
- Initial Guaranteed Maximum Price was prepared and approved at the August, 2019 Board of Trustees Meeting.
- Construction activities commenced 9/16/2019.
- The 100% construction documents were issued in September, a public bid opening for bid package 2 was held on 10/04/2019.
- Final GMP is scheduled for approval at the 11/14/2019 Board of Trustees meeting.

Law School Addition

- The Exterior Design Advisory Committee process is complete.
- The programming and schematic design phases of the project are complete.

Campus Master Plan

- Concept alternatives were developed and reviewed over the summer. The preferred alternative was reviewed by the Executive Committee on August 9, 2019.
- Sasaki presented the draft Campus Master Plan to the full Board of Trustees on September 12, 2019 for review and comment.
- Concurrent presentations of the Campus Master Plan to stakeholders and the campus community occurred September 9 -13, 2019.
- Final approval of the Campus Master Plan by the Board of Trustees is tentatively scheduled for January, 2020.

AMK Ranch

- Well drilling is underway.
- Construction continued on water/sewer lines, well house and the leech field until halted by weather.
- Construction will resume in spring 2020.

AGENDA ITEM TITLE: Capital Construction Report, McKinley/Mai
[Information only item, no action, discussion or work session]

Capital Construction Progress Report as of October 23, 2019

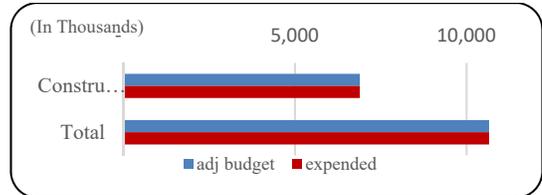
The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. BSL3 – State Vet Lab

Contractor: Sampson Construction Co, Inc.

Original Project Budget \$8,372,000 (a)
Adjusted Project Budget \$10,572,065



Funding Sources:	Original Anticipated:	Actual:
State of Wyoming Reimbursement	8,372,000.00	9,497,065.02
UW		1,328,945.00
Additional Funds		500,000.00
Total Project	8,372,000.00	11,326,010.02

Contract Substantial Completion Date June 26, 2017

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	6,512		378	6,890	(6,890)	-	-
Specialized Equipment	-	2,954	-	2,954	(2,551)	(158)	245
Contingency	496		(359)	137	-	-	137
Design	766		86	852	(844)	(8)	-
Admin	598		(105)	493	(467)	(6)	20
Total	8,372	2,954	-	11,326	(10,752)	(172)	402

Statement of Contract Amount

Original contract		6,512,000
Change Order #1	Re-feed supply & exhaust air to corridor, storage & incinerator rooms	8,780
Change Order #2	Provide/install floor sink for new autoclaves	1,289
Change Order #3	Remove existing floor drain	699
Change Order #4	Repair stated existing problems (Wazee crane report)	5,067
Change Order #5	Delete 42 door guards	(4,620)

Change Order #6	Eliminate demo of existing Clayton steam boiler	(2,625)
Change Order #7	Eliminate installation of floor sink & cold water drop in cage wash	(888)
Change Order #8	Add new 2" floor drain for emergency shower/eyewash	1,503
Change Order #9	Add 10 new 3/4" valves for emergency shower/eyewash	2,486
Change Order #10	Change 1000 AMP breaker to free standing disconnect	(1,873)
Change Order #11	Add 6 new 3/4" isolation valves for emergency eyewashes	2,178
Change Order #12	Existing floor sink drain to be relocated to meet code, revise outlet size for combination waste & vent	614
Change Order #13	Add new floor drain in necropsy storage	2,725
Change Order #14	Add new stainless steel supply diffuser in necropsy; modify duct to avoid crane rail	3,724
Change Order #15	Remove excess concrete floor grout to structural concrete in necropsy room	6,000
Change Order #16	Delete perimeter drain around exterior entrance addition foundation	(199)
Change Order #17	Flash in mechanical curb to maintain water-tight integrity	906
Change Order #18	Relocate existing boiler feed water equipment, along with electrical relocation	7,340
Change Order #19	Revise exterior transformer	(1,552)
Change Order #20	Demo/replace CO2 lines & hangers/isolation valve for CO2 system; test when complete	7,132
Change Order #21	Demo/re-install secondary containment system	16,791
Change Order #22	Relocate existing piping into new walls	11,260
Change Order #23	Provide/install new data cabling	14,639
Change Order #24	Change specified LR25D model pass-thru refrigerator to a LR55D model	3,282
Change Order #25	Provide & install a weather-resistant fire alarm horn/strobe devise on north wall of necropsy, caulk accordingly	174
Change Order #26	Provide new floor sink, FS-1, with waste & vent lines	2,469
Change Order #27	Fabricate enclosures for existing blower equipment for exterior usage (manufacturer defect)	958
Change Order #28	Cut, remove, replace existing concrete slab; install new 3" floor sink w/ pipe & fittings to tie into existing 4" drain line	1,738
Change Order #29	Provide & install 2-3" swing check valves, new feed water pipe & fittings, hangers & supports; controls work to modify BFU control panel & reconfigure boiler controls	16,413

Change Order #30	Prep/re-surface floor with shock-crete and topcoat to build up floor slope	46,358
Change Order #31	Delete work in incinerator room 1138	(7,401)
Change Order #32	Fabricate (5) stainless steel enclosures for CO2 panels	1,581
Change Order #33	Credit 10% overhead and profit of prior owner approved change orders (#5,6,7,10,16,19) – per article 39 of specifications	(1,176)
Change Order #34	Delete re-install of autoclaves, owner will complete and credit 10% overhead and profit	(17,091)
Change Order #35	Add porcelain tile and epoxy paint finishes; delete FRP finishes	11,565
Change Order #36	Provide and install PT-2; credit resign tops and sinks	6,565
Change Order #37	Credit (3) door cylinders	(262)
Change Order #38	Install water lines for (3) purified water units, provide and install supports for additional lines	867
Change Order #39	Relocate steam and condensate lines; provide additional hangers and supports	3,941
Change Order #40	Provide power and lighting to roof top fan housing enclosure	1,081
Change Order #41	Reconfigure existing EDS waste lines and add (2) clean-outs	20,599
Change Order #42	Provide new circuit for (4) jacket heaters	731
Change Order #43	Tie onto existing dry pipe sprinkler system	1,279
Change Order #44	Supply and install cabinet back panels and bottoms	4,146
Change Order #45	Purchase single door sterilizer in lieu of renting temporary sterilizer	9,367
Change Order #46	Add VHP piping and ports to decon room 1122; install VHP lines utilizing 1-1/2" PVC pipe; provide & install isolation valves & quick connects	4,752
Change Order #47	Fabricate & install 10" stainless steel duct for exhaust air into decon room 1122; provide new 24"x12" stainless steel exhaust grill; provide & install new bubble tight damper; additional balancing	12,625
Change Order #48	Remove demolition of floor, cove base in corridor	(3,328)
Change Order #49	Provide compressed air to new cage wash equipment	1,124
Change Order #50	Remove and replace existing electrical conduit in Necropsy CMU walls	69,365
Change Order #51	Fix and repair 2 nd floor mechanical room door leak	821
Change Order #52	Install new light fixtures by autoclaves	1,675
Change Order #53	Replace eyewash fixtures with hoses; install stainless steel caps to infill existing counter tops	3,893
Change Order #54	Demolish concrete/asphalt; provide new curb and slab; add fencing and gates, including utilities for exterior temporary incinerator	27,509

Change Order #55	Remove and replace (25) HEPA filters and pre-filters	16,255
Change Order #56	Provide reimbursable cost for Rocky Mountain Power utility work paid by UW	(1,750)
Change Order #57	Run additional conduit from Panel UPS to BSL3 mezzanine for back-up power to Johnson Controls controllers	1,865
Change Order #58	Provide and install (6) door closure kits	590
Change Order #59	Extend substantial completion date	-
Change Order #60	Provide & install new door hardware for door 1151A	741
Change Order #61	Cut hole in floor and install a 2" floor drain in corridor C1140 to help with existing drainage	6,714
Change Order #62	Patch open drywall holes; firestop multiple openings; take down and replace existing electrical and security wiring and conduit not installed per code	18,380
Change Order #63	Re-coat and re-texture flooring in corridor C1140 & C1140A	2,259
Change Order #64	Supply and install three (3) additional egress buttons	1,413
Change Order #65	Fix multiple construction discrepancy items as detailed in log	56,657
Change Order #66	Credit back allowance not needed for installation	(108,583)
Change Order #67	Remove and re-install HEPA filter housing unit EE-12 to correct orientation for proper air flow; re-work hangers and supports as required for re-installation	1,996
Change Order #68	Provide and install additional shelving for DI water system equipment	543
Change Order #69	Provide & install (2) 32"x32" backdraft dampers for AHU-4 supply fans; fabricate & install duct flanges & galvanized sleeves for installation and support of backdraft dampers	5,206
Change Order #70	Repair and replacement of two existing cards in existing transfer switches	2,962
Change Order #71	Extend 208V amp circuit from north wall of BSL3 mezzanine to west wall for additional power source for VHP machine	494
Change Order #72	Rewire phoenix controllers to a 24V system from 120V	2,322
Change Order #73	Remove existing door hardware; replace with new hardware and have VTI wire accordingly	1,732
Change Order #74	Provide and install new trench drain trap seals serving the EDS system	1,259
Change Order #75	Provide and install (15) door louvers (to address air flow issues)	36,173
Change Order #76	Replace damper actuators on cooling tower #1 and #2	19,424
Change Order #77	Remove existing door seals and re-paint due to balancing requirements	6,968
Change Order #78	Supply new door sweeps	1,153

Adj Contract	\$6,893,769
---------------------	--------------------

Work Completed:
<ul style="list-style-type: none"> Final commissioning.

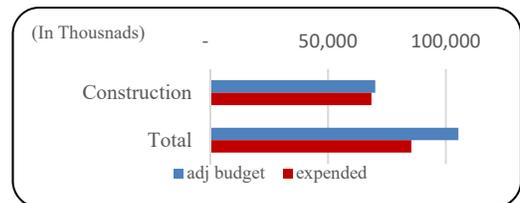
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> None at this time.

Work Planned for the Upcoming Month:
<ul style="list-style-type: none"> Final commissioning report.

2. Engineering Education and Research Building (EERB)

Contractor: GE Johnson Construction Wyoming
 Jackson, WY

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



Funding Sources:	Original Anticipated:	Actual:
Grant – AML funds	350,000.00	350,000.00
Grant 2 – AML funds	750,154.00	750,154.00
State appropriation	55,000,000.00	55,000,000.00
Reduced by 2015 legislative action	(8,570,000.00)	(8,570,000.00)
Reduced by 2015 legislative action	(3,475,737)	(3,475,737)
State gen fun from AML – held until match	15,800,000.00	15,800,000.00
State matching funds	14,200,000.00	14,200,000.00
State Sec I swap for cap construction	10,000,000.00	10,000,000.00
2016 Appropriation	14,500,000.00	14,500,000.00
2015 DEQ redirected funds	3,475,737	3,475,737
Foundation donation	3,328,756	3,328,756
Total Project	105,358,910.00	105,358,910.00

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

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

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	72,491	(2,406)	-	70,085	(68,462)	(1,623)	-
Equipment	-	3,106	-	3,106	(3,106)	-	-
Contingency	8,205	(195)	(8,001)	9	-	-	9
Reserve	5,243	3,369	8,001	16,613	-	-	16,613
Design	7,943	(105)	-	7,838	(7,786)	(52)	-
FF&E	3,993	207	-	4,200	(3,238)	(963)	(1)
Tech	3,474	(3,034)	-	440	(440)	-	-
Admin	4,010	(942)	-	3,068	(2,428)	(640)	-
Total	105,359	-	-	105,359	(85,460)	(3,278)	16,621

Statement of Contract Amount

Original contract		\$69,014,882
Change order #1	Owner requested changes to AV/IT base bid package	762,148
Change order #2	Owner requested changes to boardroom AV/IT base bid package	279,003
Adj Contract		\$70,056,033

Work Completed/In Progress:

- Building and punch list complete
- Warranty period in effect through 3/08/2020
- Signage package is 60% complete; final installation scheduled early November 2019.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

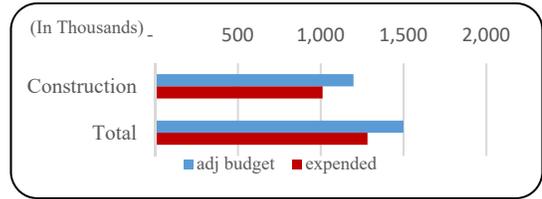
Work Planned for the Upcoming Month:

- Balance of signage installation.
- Completion of Lab 411A transportation simulator fit-up.

3. WWAMI – Lab Renovation

Contractor: Arcon, Inc., Laramie, WY

Original Project Budget \$1,500,000 (a)
Adjusted Project Budget \$1,500,000



Funding Sources:	Original Anticipated:	Actual:
WWAMI Income	643,000	643,000
Academic Affairs Medical Education Quasi Account	197,000	197,000
College of Health Sciences Building Account	360,000	360,000
State Appropriation (FY17/18 Budget) for Level II study	300,000	300,000
Total Project	1,500,000	1,500,000

Contract Substantial Completion Date November 30, 2018

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	1,063	71	64	1,198	(1,012)	(186)	-
Contingency	71	-	(71)	-	-	-	-
Design	168	10	7	185	(182)	(4)	(1)
FF&E	81	(81)	-	-	-	-	-
IT/Tech	68	(68)	-	-	-	-	-
Admin	49	68	-	117	(89)	(7)	21
Total	1,500	-	-	1,500	(1,283)	(197)	20

Statement of Contract Amount

Original contract		1,101,500
Change order #1	Reroute glass waste piping, chase demolition and reworking	14,410
Change order #2	Add accent color to the rooms 338A 338 338B 340	4,723
Change order #3	Change base in rooms 338 338A 338B 340 from specified match RT1 flooring to Flexco's Health design base	3,319
Change order #4	Demolish concrete benches, demolish four doors and frames, frame and finish openings	5,412

Change order #5	Replace floor drain with floor sink to accommodate slab thickness	243
Change order #6	Add mechanical chase access	1,816
Change order #7	Window sills in prep lab room 338A	2,633
Change order #8	Relocate mop sink and revise door opening in rom 338A	685
Change order #9	Revise window size to match existing and structural details to address existing wall construction	(4,000)
Change order #10	Infill existing alcoves with salvaged glassed structural tile	2,131
Change order #11	Install oak chamfer to join existing sill and furring	1,165
Change order #12	Extend walls surrounding lab space to floor deck, provide floor covering & finished ceiling in corridor, change type of task lighting along north wall, add duct smoke detector	14,030
Change order #13	Change self-closing lever handles, shift fire suppression line, image existing floor slab to avoid damages, provide new wall cabinet, provide electrical tie in to fire alarm system, replace air diffusers, install new wood trim, install door closer on locker room 353, install exhaust duct in wall, install thresholds for doors 352 & 353	42,272
Change order #14	Demolition of the floor (as needed) in the Anatomy Lab to provide new blue floor pattern	7,312
Adj Contract		\$1,197,651

Work Completed:
<ul style="list-style-type: none"> Substantial Completion.

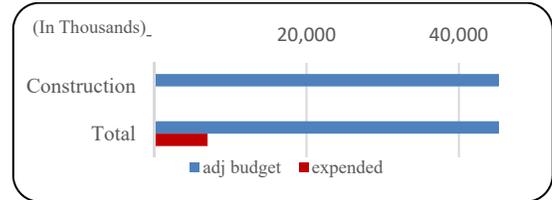
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> None at this time.

Work Planned for the Upcoming Month:
<ul style="list-style-type: none"> Warranty period.

4. Science Initiative

Contractor: GE Johnson Construction Wyoming
Jackson, WY

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



Funding Sources:	Original Anticipated:	Actual:
State	3,000,000.00	3,000,000.00
UW	15,000,000.00	15,000,000.00
State	85,000,000.00	85,000,000.00
Total Project	103,000,000.00	103,000,000.00

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

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	82,029	-	-	82,029	(64)	(74,295)	7,670
Contingency	3,621	-	(248)	3,373	-	-	3,373
Reserve	2,000	-	-	2,000	-	-	2,000
Design	6,962	-	248	7,210	(5,822)	(1,380)	8
FF&E	3,100	-	-	3,100	-	-	3,100
Tech	2,287	-	-	2,287	-	-	2,287
Admin	3,001	-	-	3,001	(1,136)	(372)	1,493
Total	103,000	-	-	103,000	(7,022)	(76,047)	19,931

Statement of Contract Amount

Original contract	Pre-construction	\$142,000
10/16/2019	GMP established, includes full project scope excluding alternates, reserve held for north greenhouses. (Includes pre-construction)	74,359,220
Adj Contract		\$74,359,220

Work Completed/In Progress:

- 100% Construction drawings were complete and issued on 6/07/2019.
- Bid Package #1 for the project and alternates were advertised and opened publicly on 7/19/2019.

- The Guaranteed Maximum Price (GMP) contract amendment was approved at the October, 2019 Board of Trustees meeting.
- Construction site is cleared and secured.
- Construction activities commenced 10/17/2019

Issues Encountered with Proposed Resolution for Each:

- None at this time.

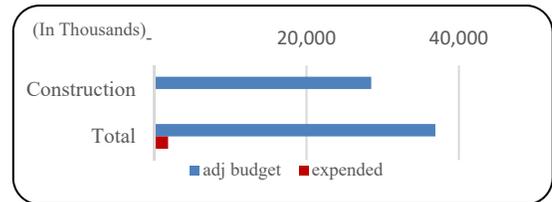
Work Planned for Upcoming Month:

- Excavation and deep foundation work.

5. West Campus Satellite Energy Plant

Contractor: GE Johnson Construction Wyoming
Jackson, WY

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



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
Major Maintenance	18,000,000.00	18,000,000.00
EERB Project Reserve	12,314,336.00	12,314,336.00
SI Project Reserve	2,000,000.00	2,000,000.00
UW – Capital Reserves (BOT)	4,616,773.00	4,616,773.00
Total Project	36,931,109.00	36,931,109.00

Guaranteed Maximum Price \$
Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	28,500	-	-	28,500	(27)	(15,486)	12,987
Contingency	4,575	-	-	4,575	-	-	4,575
Design	2,623	-	-	2,623	(1,443)	(615)	565
FF&E	110	-	-	110	-	-	110
Tech	0	-	-	0	-	-	0
Admin	1,123	-	-	1,123	(362)	(83)	678
Total	36,931	-	-	36,931	(1,832)	(16,184)	18,915

Statement of Contract Amount

Original contract	Pre-construction	\$61,250
Amendment #1	Initial Guaranteed Maximum Price for Foundation and Utilities. (Includes pre-construction)	15,486,191
Adj Contract		\$15,486,191

Work Completed/In Progress:
<ul style="list-style-type: none"> • Bid Package #1 was issued for foundation and utilities. The public bid opening was held 6/18/2019. • Construction site is cleared and secured. • Initial Guaranteed Maximum Price was prepared and approved at the August, 2019 Board of Trustees Meeting. • Construction activities commenced 9/16/2019. • The 100% construction documents were issued in September, a public bid opening for bid package 2 was held on 10/04/2019. • Final GMP is scheduled for approval at the 11/14/2019 Board of Trustees meeting.

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

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Procurement of long lead time items. • Complete shoring and building excavation, start foundation work. • Final Guaranteed Maximum Price.



UW Operations

Service Bldg.

Dept. 3227, 1000 E. University Ave. • Laramie, WY 82071-2000

(307) 766-6225 • fax (307) 766-4040 • www.uwyo.edu/ppl

Project Updates

Date: 11/6/19

HOUSING-RELATED PROJECT MILESTONES

SEPTEMBER 2019

- Board approved Phase I of the housing project on the NE corner of campus

OCTOBER 2019

- Housing programming design meetings commence

DECEMBER 2019

- Board approves the design consultant for Wyoming Hall infrastructure relocation
- Board approves the design consultant for the Iverson Parking Garage
- Move begins for occupants of Wyoming Hall
- Design commences on Iverson Parking Garage

JANUARY 2020

- Move continues for occupants of Wyoming Hall
- Housing programming deliverable due
- Design commences on the Wyoming Hall utility relocation
- Design commences on the Iverson Parking Garage
- CMAR advertisement for Housing Phase 1 begins
- 'R' Lot at Corbett converts to 'A' parking

FEBRUARY 2020

- Move to Hill Hall complete
- Housing schematic design begins
- Deconstruction drawings for Wyoming Hall complete

MARCH 2020

- Board approves CMAR for Housing

APRIL 2020

- Board approves contractor for Wyoming Hall utility relocation
- Board approves deconstruction contractor for Wyoming Hall – may elect to hire demolition contractor as a CMAR

MAY 2020

- Construction begins on the Wyoming Hall utility relocation
- Upper lot and drive lane south of Wyoming Hall and parking north of Wyoming Hall closes

JULY 2020

- Abatement/ Deconstruction of Wyoming Hall begins
- Ivinson Parking Garage design complete

AUGUST 2020

- Board approves contractor for Ivinson Parking Garage
- Ivinson lot closes
- Construction begins on Ivinson Parking Garage

SEPT 2020

- Fleet moves to S. 15th

OCTOBER 2020

- Foundation package for Housing Phase 1A complete
- Fleet and Transit lots convert to 'A' parking

NOVEMBER 2020

- Board approves IGMP for Housing Phase 1A foundations

DECEMBER 2020

- Housing Phase 1A construction begins
- Fraternity Row parking converted to 'A'
- New bus routes implemented

JANUARY 2021

- Board approves final GMP for Housing Phase 1A

MARCH 2021

- Construction documents for Housing Phase 1B complete

APRIL 2021

- Board approves Housing Phase 1B GMP

MAY 2021

- Housing Phase 1B commences

JULY 2021

- Union lot closes

AUGUST 2021

- Ivinson Parking Garage complete

AUGUST 2022

- Housing Phase 1A complete

MAY 2023

- Housing Phase 1B complete

AGENDA ITEM TITLE: Execution of Bid Waivers for Science Initiative Building, Mai/Kibbon

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

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

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

EXECUTIVE SUMMARY:

Pursuant to W.S. 16-6-1001(a)(i)(B), Construction Managers-at-Risk (CMAR's) for public capital construction projects in Wyoming must award not less than seventy percent (70%) of the Work to responsible Wyoming resident contractors. The total Wyoming resident contractor participation, as bid for the Science Initiative Building (SI) is currently forty-one percent (41%), which is short of the seventy percent (70%) participation required by statute.

However, pursuant to W.S. § 16-6-1001(a)(i)(C), a partial waiver of the contracted work is allowed if one of the following conditions are met:

- (I) The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
- (II) The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
- (III) The enforcement of the requirement would unreasonably delay completion of construction;
- (IV) There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.

For this project, no Wyoming resident contractors bid on the following fifteen scopes of work; (1) Masonry and Stone Veneer, (2) Waterproofing, (3) Fireproofing, (4) Pre-formed metal panels, (5) Expansion Joints, (6) Overhead Doors, (7) Resinous Flooring, (8) Painting, (9) Glass Markerboards, (10) Signage, (11) Lab Casework/Equip./Appliances, (12) Blinds, (13) Elevators, (14) Caissons, and (15) Shotcrete. Additionally, there were four scopes of work where Wyoming contractors exceeded 105% of the out-of-state provider cost. They are; (1) Structural Steel, (2) Acoustical Ceilings, (3) Fire Protection, and (4) Plumbing/HVAC/Mechanical.

Pursuant to the statute, if the seventy percent (70%) is waived in part for these portions of the project, the remaining value of the total subcontract work to be performed under the contract shall be used to calculate compliance in meeting the seventy percent (70%) Wyoming contractor requirement. Waiving the values associated with the above identified subcontracts will raise the Wyoming resident contractor participation to eighty-five percent (85%), meeting the statutory threshold.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

- January 2016 – Board of Trustees approved GSG Architecture as the designer for the SI project.
- March 2017- The Exterior Design Advisory Committee was established.
- November 2017 – Board of Trustees approved the exterior design of the SI Building
- January 2018 – Board of Trustees approved Design-Bid-Build as the Construction Delivery Method for the SI Building and the final exterior design of the greenhouses.
- June 2018 – Board of Trustees approved the contract for the SI Site Clearing bid package.
- September 2018 – Board of Trustees approved revising the entry into the Science Initiative and changing the delivery method to CMAR.
- December 2018 – Board of Trustees approved a change order for the site clearing contractor.
- October 2019 – Board of Trustees approved the Guaranteed Maximum Price Contract Amendment; \$74,359,220.00.

WHY THIS ITEM IS BEFORE THE BOARD:

W.S. 16-6-1001subdivisons (a)(i)(D)(II) and (a)(i)(E) requires waivers to be approved in writing by the President of the University and the President of the Board of Trustees and requires the approved waivers to be provided to the Governor and published on the University's construction department website.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to execute the waivers.

PROPOSED MOTION:

“I move to authorize the execution by the President of the University and the Board of Trustees the two Subcontractor Preference Waiver Approval Requests submitted and for the approved waivers to be provided to the Governor and published on the University's Operations website”.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Execution of Bid Waivers for Science Initiative Building, Mai/Kibbon



UW Operations – Planning and Construction
Dept. 3227 • 1000 East University Avenue • Laramie, WY 82071
(307) 766-6225 • Fax (307) 766-4040 • www.uwyo.edu

Subcontractor Preference Waiver Approval Request

In accordance with WY Statute § 16-6-1001 Capital construction projects restrictions; preference requirements; waivers.

Date: 11/15/2019

Waiver Number: 2019-1

Project: Science Initiative Building

Construction Manager: GE Johnson Construction Wyoming

Attachments: GE Johnson Construction award letter recommendation dated October 9, 2019

Waiver: The Construction Manager conducted an open bid process in compliance with Wyoming contractor preference laws. For the following (15) divisions no Wyoming bids were received. The trade scope and contractor recommendations are: (1) Masonry and Stone Veneer; IMS, (2) Waterproofing; Restoration Specialists, (3) Fireproofing; Rolling Plains, (4) Pre-formed metal panels; Douglas Colony, (5) Expansion Joints; Restoration Specialists, (6) Overhead Doors; Front Range Raynor, (7) Resinous Flooring; Restoration Specialists, (8) Painting; Maximum, (9) Glass Marker Boards; Pulp Studio, (10) Signage; Schlosser Signs, (11) Lab Casework/Equip./Appliances; Haldeman-Homme, (12) Blinds; Lutek, (13) Elevators; Thyssenkrupp, (14) Caissons; LMS Drilling, and (15) Shotcrete; Advanced.

Justification of this Preference Waiver is based on one or more of the following:

- (x) The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
- () The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
- () The enforcement of the requirement would unreasonably delay completion of construction
- (x) There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.

AGENDA ITEM TITLE: Execution of Bid Waivers for Science Initiative Building, Mai/Kibbon



UW Operations – Planning and Construction
Dept. 3227 • 1000 East University Avenue • Laramie, WY 82071
(307) 766-6225 • Fax (307) 766-4040 • www.uwyo.edu

Subcontractor Preference Waiver Approval Request

In accordance with WY Statute § 16-6-1001 Capital construction projects restrictions; preference requirements; waivers.

Date: 11/15/2019

Waiver Number: 2019-1

Project: Science Initiative Building

Construction Manager: GE Johnson Construction Wyoming

Attachments: GE Johnson Construction award letter recommendation dated October 9, 2019

Waiver: The Construction Manager conducted an open bid process in compliance with Wyoming contractor preference laws. For the following (15) divisions no Wyoming bids were received. The trade scope and contractor recommendations are: (1) Masonry and Stone Veneer; IMS, (2) Waterproofing; Restoration Specialists, (3) Fireproofing; Rolling Plains, (4) Pre-formed metal panels; Douglas Colony, (5) Expansion Joints; Restoration Specialists, (6) Overhead Doors; Front Range Raynor, (7) Resinous Flooring; Restoration Specialists, (8) Painting; Maximum, (9) Glass Marker Boards; Pulp Studio, (10) Signage; Schlosser Signs, (11) Lab Casework/Equip./Appliances; Haldeman-Homme, (12) Blinds; Lutek, (13) Elevators; Thyssenkrupp, (14) Caissons; LMS Drilling, and (15) Shotcrete; Advanced.

Justification of this Preference Waiver is based on one or more of the following:

- (x) The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
- () The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
- () The enforcement of the requirement would unreasonably delay completion of construction
- (x) There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.

1110 Maple Way, Suite E
Post Office Box 377
Jackson, WY 83001
307.734.2605 V
307.734.9664 F



www.gejohnson.com

October 9, 2019

Sam Farstad
Senior Project Manager
University of Wyoming Facilities Engineering
1000 East University Avenue, Dept 3327
Laramie, WY 82071

RE: UW Science Initiative Building Subcontractor Preference Waiver Approval Request for Bid Items Where No Wyoming Subcontractor Submitted a Proposal for Cost

Dear Mr. Farstad,

The following scope of work bid items were solicited to the subcontractor bidding community but did not receive proposals for cost from any qualified Wyoming subcontractor:

1. 03F – Shotcrete – Recommendation for award to Advanced Shotcrete
2. 04A – Masonry – Recommendation for award to IMS
3. 07A – Waterproofing/Damp Proofing – Recommendation for award to Restoration Specialists
4. 07C – Steel Fireproofing – Recommendation for award to Rolling Plains
5. 07D – Preformed Metal Panels – Recommendation for award to Douglas Colony
6. 07L – Expansion Joints – Recommendation for award to Restoration Specialists
7. 08F – Overhead Doors – Recommendation for award to Front Range Raynor
8. 09N – Resinous Flooring – Recommendation for award to Restoration Specialists
9. 09O – Painting – Recommendation for award to Maximum Painting
10. 10A – Glass Markerboards – Recommendation for award to Pulp Studio
11. 10G – Signage – Recommendation for award to Schlosser Signs
12. 11X – Lab Casework & Equipment – Recommendation for award to Haldeman-Homme
13. 12C – Blinds & Shades – Recommendation for award to Lutek
14. 14B – Elevators – Recommendation for award to Thyssen Krupp Elevator
15. 31F – Caissons – Recommendation for award to LMS Drilling

We respectfully request approval of the recommended subcontractors.

Sincerely,
GE Johnson Construction Company

A handwritten signature in blue ink that reads "Michael Austin".

Michael Austin
Senior Project Manager

cc: Jeff Meena/GE Johnson Construction Wyoming



UW Operations – Planning and Construction
Dept. 3227 • 1000 East University Avenue • Laramie, WY 82071
(307) 766-6225 • Fax (307) 766-4040 • www.uwyo.edu

Subcontractor Preference Waiver Approval Request

In accordance with WY Statute § 16-6-1001 Capital construction projects restrictions; preference requirements; waivers.

Date: 11/15/2019

Waiver Number: 2019-2

Project: Science Initiative Building

Construction Manager: GE Johnson Construction Wyoming

Attachments: GE Johnson Construction award letter recommendation dated October 9, 2019

Waiver: The Construction Manager conducted an open bid process in compliance with Wyoming contractor preference laws. For the following four scopes of work Wyoming contractors exceeded 105% of the out of state provider cost. The trade scope and contractor recommendations are: (1) Structural Steel; Midwest, (2) Acoustical Ceilings; Heartland Acoustics, (3) Fire Protection; Frontier, and (4) Plumbing/HVAC/Mechanical; Cobb.

Justification of this Preference Waiver is based on one or more of the following:

- The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
- The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
- The enforcement of the requirement would unreasonably delay completion of construction
- There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.

1110 Maple Way, Suite E
Post Office Box 377
Jackson, WY 83001
307.734.2605 V
307.734.9664 F



www.gejohnson.com

October 9, 2019

Sam Farstad
Senior Project Manager
University of Wyoming Facilities Engineering
1000 East University Avenue, Dept 3327
Laramie, WY 82071

RE: UW Science Initiative Building Subcontractor Preference Waiver Approval Request for Bid Items Where Wyoming Subcontractor Proposals Received Greater Than 105% of Out-of-State Subcontractor Proposal Submitted

Dear Mr. Farstad,

The following scope of work bid items were solicited to the subcontractor bidding community and proposals received from qualified Wyoming subcontractors were greater than 105% of the value of proposals perceived from qualified out-of-state subcontractors:

1. 05A – Steel-Joist-Deck – Recommendation for award to Midwest Steel
2. 09I – Acoustical Ceilings – Recommendation for award to Heartland Acoustics
3. 21A – Fire Sprinkler Protection – Recommendation for award to Frontier Fire
4. 23A – HVAC Mechanical – Recommendation for award to Cobb Mechanical

We respectfully request approval of the recommended subcontractors.

Sincerely,
GE Johnson Construction Company

A handwritten signature in blue ink that reads "Michael Austin".

Michael Austin
Senior Project Manager

cc: Jeff Meena/GE Johnson Construction Wyoming

AGENDA ITEM TITLE: West Campus Satellite Energy Plant – Final Guaranteed Maximum Price, Mai

SESSION TYPE:

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

APPLIES TO STRATEGIC PLAN:

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

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

EXECUTIVE SUMMARY:

During the August, 2019 board meeting, administration approved the Initial Guaranteed Maximum Price (IGMP) for the West Campus Satellite Energy Plant to allow construction to commence on the foundation systems, utility distribution, stabilization of earth (SOE), and procurement of the chilled water storage tank. Following the IGMP, 100% construction drawings and specifications were developed for the balance of the project. GE Johnson Construction of Wyoming (GEJ) publicly advertised the remaining bid packages, for which a public bid opening was held on October 4, 2019.

The GMP proposed by GE Johnson Construction Wyoming is \$29,058,549.00. The GMP encompasses direct and indirect construction costs associated with completing the project. The all-in cost for this project is \$36,931,109.00. The estimated construction budget prior to receiving the GMP was \$29,500,000.00.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

- May 2018 – Board approved construction manager-at-risk as the construction delivery method for the project.
- October 2018 – Board approved the exterior design and location of the facility.
- March 2019 – Board authorized an early bid package for the West Campus Satellite Energy Plant.
- August 2019 – Board approved the Initial Guaranteed Maximum Price in the amount of \$15,486,191.00 for the foundation package and utility distribution.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW regulation 6-9 Board approval is required to establish the Guaranteed Maximum Price.

ACTION REQUIRED AT THIS BOARD MEETING:

Authorization to execute a contract amendment with GE Johnson Construction Wyoming in the amount of \$29,058,549.00.

PROPOSED MOTION:

November 13-15, 2019

Page 13

“I move to authorize Administration to execute a contract amendment establishing the Guaranteed Maximum Price in the amount of \$29,058,549.00 with GE Johnson Construction of Wyoming.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Design Consultant Selection for Lewis Street Corridor, Mai/Kibbon

SESSION TYPE:

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

APPLIES TO STRATEGIC PLAN:

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

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

EXECUTIVE SUMMARY:

Administration is moving forward with planning efforts for Phase 1 of the Lewis Street Corridor Landscape Improvements.

Administration publicly advertised a request for qualifications / proposals (RFQ/ RFP) for design services for which four (4) responses were received. The responses were scored, and a recommendation has been provided based on; qualifications of the firm, proposed consultant team, fee, capabilities with projects of similar scope and the team deemed to bring the highest value to the University. Upon Board of Trustees approval, negotiations will begin with Norris Design of Fort Collins, Colorado in consultation with TDSi of Cheyenne, Wyoming.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

June 2019- The Board of Trustees approved the exterior design of the Lewis Street Corridor.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(A), the Board of Trustees shall approve consultant selection for projects over \$500,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to enter into contract negotiations with Norris Design in consultation with TDSi.

PROPOSED MOTION:

“I move to allow Administration to enter into contract negotiations with Norris Design in consultation with TDSi.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Wyoming Public Radio Torrington, WY Site Lease Extension with Kath Broadcasting Co., LLC, Mai/Kibbon

SESSION TYPE:

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

APPLIES TO STRATEGIC PLAN:

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

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

EXECUTIVE SUMMARY:

This agenda item is to request approval of an addendum to extend an existing lease agreement for the Wyoming Public Radio (WPR) Torrington tower site near Torrington, Wyoming.

The University of Wyoming and Kath Broadcasting Co., LLC (Kath) first entered into a five (5) year lease agreement on November 30, 2014, allowing WPR to operate and maintain an antenna system, tower, and satellite dish owned by WPR, on land owned by Kath, and to use certain radio communications equipment located in the existing building at the site, also owned by Kath. The current term of the lease ends November 29, 2019, and both WPR and Kath have expressed a desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Torrington, WY area.

Kath, UW's Lessor, is the landowner. The ground lease grants WPR the right to have and maintain the existing tower and related facilities at the site, including the rights of access and the provision for utilities to the site. The University has the ability to terminate the lease agreement upon 90 days advance written notice to the Lessor. The current annual lease rent is \$3,600.00 and the proposed annual lease rent due for the next five-year term, if the lease is extended, is \$3,708.00.

A review of rental rates for comparable radio communication sites in the east region ranged from \$1,800 to \$6,240 per year with the high rates allocated along the east-west interstate corridors. The current average annual rent in the region is \$3,967.48. Given this site's location and population base, it would be anticipated for rent to be near the middle of the range. An annual increase of 3% has been part of the agreement and is proposed for the extension. The average annual escalation rate for other University radio communication site leases in the region is 7.61% and the Bureau of Land Management is increasing lease rates 2.9% for calendar year 2019.

At the direction of the Facilities Contracting Committee, the administration has finalized the addendum to extend the agreement for another five (5) year term. The addendum has been signed by the Lessor and is ready for the University's signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

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

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the addendum to the lease agreement for a five (5) year term with Kath Broadcasting Co., LLC, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:

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

PROPOSED MOTION:

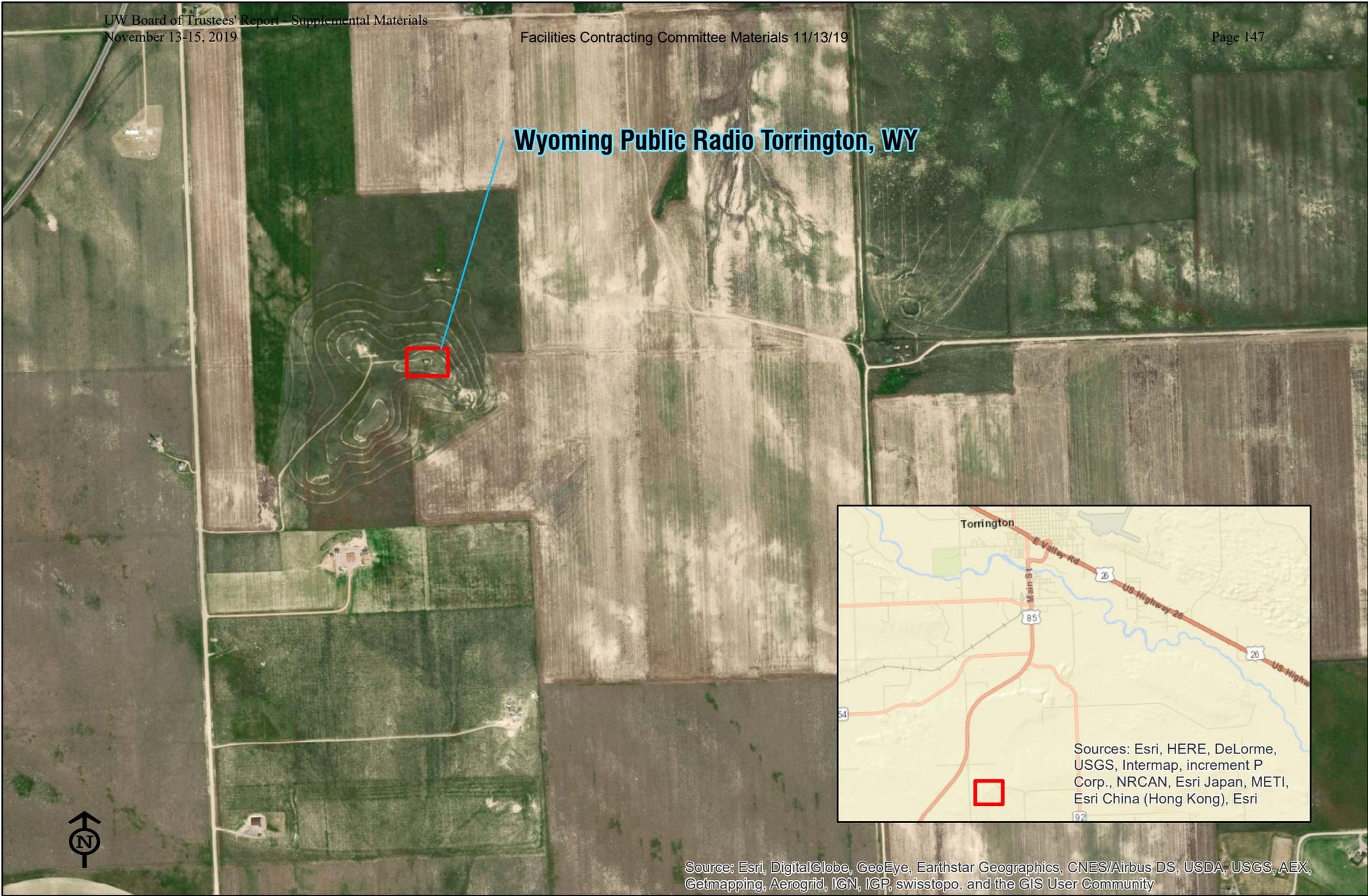
"I move to authorize administration to execute Addendum No. 1 to the lease agreement for a five (5) year term with Kath Broadcasting Co., LLC, as presented to the Board."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Wyoming Public Radio Torrington, WY Site Lease Extension with Kath Broadcasting Co., LLC, Mai/Kibbon

Wyoming Public Radio Torrington, WY



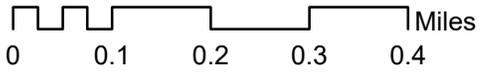
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



PREPARED BY:
REAL ESTATE
OPERATIONS
August 2019

Wyoming Public Radio Torrington, WY Site Lease Extension with Kath Broadcasting Co. LLC

 KEUW Radio Bldg



**ADDENDUM NO. 1
TO THE TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
UNIVERSITY OF WYOMING**

This Addendum to the Lease Agreement effective 30 November 2014, by and between Kath Broadcasting Co, LLC, whose address is 7060 Radio Road, Torrington, WY, 82240 hereinafter designated LESSOR, and the University of Wyoming with its principal offices located at, 127 Bureau of Mines, 1000 E. University Avenue, Laramie, Wyoming, 82071, hereinafter designated LESSEE.

WHEREAS the parties hereto desire to cooperate on the site and to operate and maintain the communications tower and facility subject to the terms and conditions set forth in the original lease; and

WHEREAS the Lease Agreement dated 30 November 2014 will expire on 29 November 2019; and

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

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

3. TERM.

A. Initial Term. This Agreement shall be for a term of five (5) years beginning on 30 November 2019 and terminating on 29 November 2024. The annual lease payment of Three Thousand Seven Hundred Eight and 00/100 (\$3,708.00) shall be due and payable on 30 November, the Renewal Date, and on the anniversary date thereafter for each remaining year of the five (5) year term without notice or demand. Payments shall be mailed to the LESSOR at the address provided in Section 20 of the agreement or at such other address as LESSOR may designate in writing.

INCORPORATION OF ADDENDUM INTO ORIGINAL LEASE

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Kath Broadcasting Co., LLC



Grant Kath
Management Partner

LESSEE:

University of Wyoming

William Mai
Vice President for Administration

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

This Agreement, by and between Kath Broadcasting Co, LLC, whose address is 7060 Radio Road, Torrington, WY, 82240 hereinafter designated LESSOR, and the University of Wyoming with its principal offices located at, 201 Old Main, 1000 E. University Avenue, Laramie, Wyoming, 82071, hereinafter designated LESSEE, though signed at a later date, shall be effective 30 November 2014.

WHEREAS, LESSEE desires to erect a 80' tower and install equipment within the LESSOR's existing equipment building on LESSOR'S property to improve LESSEE'S FM radio reception to Torrington, WY and the surrounding area; and,

WHEREAS, LESSOR supports LESSEE'S broadcast expansion efforts and recognizes the educational benefits to the community which it serves.

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

1. PREMISES.

A. LESSOR is the owner of that certain real property located in the County of Goshen, State of Wyoming. The entirety of LESSOR'S property is referred to hereinafter as the "Property." LESSOR hereby leases to LESSEE a portion of LESSOR'S land and space in LESSOR's building consisting of approximately 8 square feet of space in the building and 30 square feet outside of the building for tower and satellite dish. This site is located at 41° 59' 41.00" N Latitude and 104° 12' 5.00 " W Longitude (NAD 27).

B. The tower, satellite dish, and transmit equipment and all access and utility connections thereto are collectively referred to hereinafter as the "Premises."

C. Lessor hereby grants to Lessee, subject to the subsequent provisions hereof, and at Lessee's sole risk, cost and expense, the right to install, operate, and maintain the tower, satellite equipment, and transmit equipment described on Exhibit "B".

D. Upon completion of construction of the site and the installation of equipment by LESSEE final exhibits shall be provided to both parties and shall be attached to and become part of this agreement

E. LESSOR also grants to LESSEE, at LESSEE'S expense the right to maintain, replace and repair the tower, equipment enclosure, equipment, wires, cables, conduits and pipes on the Premises to the nearest appropriate utilities provider.

2. ACCESS TO PREMISES.

A. LESSEE shall have access to construct, replace, repair, add, or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement LESSEE shall label equipment with sufficient contact information on the Premises.

B. LESSOR hereby grants to LESSEE the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the installation and maintenance of the Premises. LESSEE shall provide notice regarding access to the Premises

C Only authorized engineers, employees, or properly authorized contractors, subcontractors, agents of LESSEE, agents of LESSOR, FCC inspectors, or persons under their direct supervision, are permitted to enter the Premises.

D. LESSEE shall permit LESSOR or its agents access to the Premises at any time for the purposes of making emergency repairs or to prevent continuation of damage to the Premises or Property.

3. TERM.

A. Initial Term. This Agreement shall be for an initial term of five (5) years beginning on the first day that LESSEE commences construction (the "Commencement Date".) LESSEE shall give notice of construction to LESSOR in

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

writing, return receipt requested. The annual lease payment of Three Thousand Six Hundred and no/100 (\$3,600.00) shall be due and payable on the Commencement Date, and on the anniversary date thereafter for each remaining year of the five (5) year term without notice or demand. Payments shall be mailed to the LESSOR at the address provided in Section 20 of the agreement or at such other address as LESSOR may designate in writing.

B. Renewal Term. LESSOR grants to LESSEE an option to extend this lease for one (1) additional five (5) year term. LESSEE may exercise this option by providing written notice to LESSOR at least ninety (90) days prior to expiration of the current five (5) year term. An Addendum to this lease shall be executed upon each five (5) year extension. A three percent (3%) escalation in annual rate will occur with each five (5) year renewal.

4. FUNDING. This lease is subject to available funding of the Lessee. Should the governmental source of funds fail to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Lessee may terminate the lease without cause and without liability. Rent shall be prorated to the date of termination and any unused portion of rent returned to Lessee within thirty (30) days following the date of termination.

5. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected, or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, or that LESSEE determines that the site is no longer technically compatible for its use, or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Parties shall have no further obligations, including the payment of money, to each other.

6. TERMINATION. LESSOR or LESSEE may terminate this lease after the initial term by providing Ninety (90) days prior written notice of termination to the other Party provided that LESSEE has not given LESSOR notice to renew as stipulated in 3.B. above.

7. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement shall, within ninety (90) days, remove its tower, equipment and all personal property and restore the Premises to its original condition including the reclamation and reseeding of roadways and utility lines, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the tower, equipment enclosure, all of the equipment, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

8. ELECTRICAL.

A. LESSEE shall furnish and install utilities and a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE'S installation. LESSOR shall pay for its power consumption after receipt of an invoice from the local utility company.

B. LESSEE shall be permitted to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source.

C. LESSEE in consultation with LESSOR shall determine an appropriate location of temporary power source.

9 . TOWER LIGHTING AND MAINTENANCE. LESSEE shall be responsible for observing tower light/painting requirements required by the Federal Communications Commission and maintaining records, including notification to the Federal Aviation Administration of any failure and repairs and correction of same.

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

10. USE. LESSEE shall neither permit anything to be done in or about the Premises, nor bring or keep anything therein, which will conflict with any law, statute, or ordinance or in any way adversely affect any hazard or other insurance upon the Buildings.

A. LESSEE shall use the Premises for the purpose of constructing, maintaining, and operating a transmission tower and building for educational purposes and uses incidental thereto.

B. LESSEE warrants and represents the transmission tower, equipment enclosure, and any and all other improvements, machinery, or equipment installed by LESSEE shall comply with all applicable federal, state, and local laws, codes and regulations.

C. LESSEE will maintain the Premises in good condition, reasonable wear and tear excepted.

D. LESSEE agrees that all personal property located on the Premises shall be kept at the sole risk of LESSEE and LESSOR shall not be responsible for any damage done to or loss of such personal property, except in the case of actual or willful negligence of the LESSOR or its employees and agents.

E. LESSEE shall be responsible for repair of all structural or physical damage resulting from improvements and the installation, operation or maintenance of LESSEE'S personal property.

11. DAMAGE TO OR DESTRUCTION OF PREMISES.

A. LESSEE shall be responsible for all costs of maintenance and repair for damages to LESSOR'S property caused by LESSEE, its agents, employees, or invitees. LESSEE shall promptly repair the damage under the direction of the LESSOR.

B. By curing damage, the life of the damaged component is neither renewed nor prolonged; it is simply re stored to its condition prior to damage.

12. INDEMNIFICATION. The LESSOR shall release, indemnify and hold harmless the University of Wyoming and the State of Wyoming, their officers, agents, employees, successors and assignees from any cause of action or claims or demands directly or indirectly arising out of preexisting conditions, LESSOR'S non-disclosure of known contamination, or LESSOR'S performance or failure to perform under the terms and conditions of lease.

13. INSURANCE. All parties to this Lease shall be responsible for any liability arising from their own conduct. LESSOR shall, at all times during the term hereof and at its expense, procure and maintain insurance coverage necessary to protect the property and its appurtenances. LESSEE shall procure and maintain all insurance it deems necessary for its protection. LESSEE understands that the risk of the loss of the personal property located on the demised premises owned by LESSEE, is solely the responsibility of LESSEE. LESSEE further acknowledges that in the event LESSEE wishes to insure said property against loss, that LESSEE shall have the sole responsibility of obtaining and paying for such insurance.

14. RIGHT OF FIRST REFUSAL. If LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property is a part, LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after notice thereof from LESSOR,

LESSOR may sell the Property or portion thereof to such third party in accordance with the terms and conditions of their offer. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR'S interest in the Property as a result of the death of LESSOR, whether by will or Intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Agreement; decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE'S rights hereunder.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE shall peaceably have, hold, and enjoy the Premises.

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

17. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR'S title to the same, and that there are no covenants, easements or restrictions that prevent the use of the Premises by LESSEE as set forth above.

18. GOVERNMENTAL

A. **Sovereign Immunity.** The University of Wyoming does not waive sovereign and/or governmental immunity by entering into this Lease and retains all immunities and defenses available to it as sovereign pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-104(a) as may be amended from time to time, and all other local, state, and federal laws.

B. **Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

C. **Interpretation.** The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

D. **Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

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

19. ASSIGNMENT AND SUBLETTING. LESSEE shall not be permitted to sublet the Premises without the written consent of LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs, and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**ADDENDUM NO. 1
TO THE TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
UNIVERSITY OF WYOMING**

This Addendum to the Lease Agreement effective 30 November 2014, by and between Kath Broadcasting Co, LLC, whose address is 7060 Radio Road, Torrington, WY, 82240 hereinafter designated LESSOR, and the University of Wyoming with its principal offices located at, 127 Bureau of Mines, 1000 E. University Avenue, Laramie, Wyoming, 82071, hereinafter designated LESSEE.

WHEREAS the parties hereto desire to cooperate on the site and to operate and maintain the communications tower and facility subject to the terms and conditions set forth in the original lease; and

WHEREAS the Lease Agreement dated 30 November 2014 will expire on 29 November 2019; and

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

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

3. TERM.

A. Initial Term. This Agreement shall be for a term of five (5) years beginning on 30 November 2019 and terminating on 29 November 2024. The annual lease payment of Three Thousand Seven Hundred Eight and 00/100 (\$3,708.00) shall be due and payable on 30 November, the Renewal Date, and on the anniversary date thereafter for each remaining year of the five (5) year term without notice or demand. Payments shall be mailed to the LESSOR at the address provided in Section 20 of the agreement or at such other address as LESSOR may designate in writing.

INCORPORATION OF ADDENDUM INTO ORIGINAL LEASE

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Kath Broadcasting Co., LLC



Grant Kath
Management Partner

LESSEE:

University of Wyoming

William Mai
Vice President for Administration

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

This Agreement, by and between Kath Broadcasting Co, LLC, whose address is 7060 Radio Road, Torrington, WY, 82240 hereinafter designated LESSOR, and the University of Wyoming with its principal offices located at, 201 Old Main, 1000 E. University Avenue, Laramie, Wyoming, 82071, hereinafter designated LESSEE, though signed at a later date, shall be effective 30 November 2014.

WHEREAS, LESSEE desires to erect a 80' tower and install equipment within the LESSOR's existing equipment building on LESSOR'S property to improve LESSEE'S FM radio reception to Torrington, WY and the surrounding area; and,

WHEREAS, LESSOR supports LESSEE'S broadcast expansion efforts and recognizes the educational benefits to the community which it serves.

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

1. PREMISES.

A. LESSOR is the owner of that certain real property located in the County of Goshen, State of Wyoming. The entirety of LESSOR'S property is referred to hereinafter as the "Property." LESSOR hereby leases to LESSEE a portion of LESSOR'S land and space in LESSOR's building consisting of approximately 8 square feet of space in the building and 30 square feet outside of the building for tower and satellite dish. This site is located at 41° 59' 41.00" N Latitude and 104° 12' 5.00 " W Longitude (NAD 27).

B. The tower, satellite dish, and transmit equipment and all access and utility connections thereto are collectively referred to hereinafter as the "Premises."

C. Lessor hereby grants to Lessee, subject to the subsequent provisions hereof, and at Lessee's sole risk, cost and expense, the right to install, operate, and maintain the tower, satellite equipment, and transmit equipment described on Exhibit "B".

D. Upon completion of construction of the site and the installation of equipment by LESSEE final exhibits shall be provided to both parties and shall be attached to and become part of this agreement

E. LESSOR also grants to LESSEE, at LESSEE'S expense the right to maintain, replace and repair the tower, equipment enclosure, equipment, wires, cables, conduits and pipes on the Premises to the nearest appropriate utilities provider.

2. ACCESS TO PREMISES.

A. LESSEE shall have access to construct, replace, repair, add, or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement LESSEE shall label equipment with sufficient contact information on the Premises.

B. LESSOR hereby grants to LESSEE the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the installation and maintenance of the Premises. LESSEE shall provide notice regarding access to the Premises

C Only authorized engineers, employees, or properly authorized contractors, subcontractors, agents of LESSEE, agents of LESSOR, FCC inspectors, or persons under their direct supervision, are permitted to enter the Premises.

D. LESSEE shall permit LESSOR or its agents access to the Premises at any time for the purposes of making emergency repairs or to prevent continuation of damage to the Premises or Property.

3. TERM.

A. Initial Term. This Agreement shall be for an initial term of five (5) years beginning on the first day that LESSEE commences construction (the "Commencement Date".) LESSEE shall give notice of construction to LESSOR in

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

writing, return receipt requested. The annual lease payment of Three Thousand Six Hundred and no/100 (\$3,600.00) shall be due and payable on the Commencement Date, and on the anniversary date thereafter for each remaining year of the five (5) year term without notice or demand. Payments shall be mailed to the LESSOR at the address provided in Section 20 of the agreement or at such other address as LESSOR may designate in writing.

B. Renewal Term. LESSOR grants to LESSEE an option to extend this lease for one (1) additional five (5) year term. LESSEE may exercise this option by providing written notice to LESSOR at least ninety (90) days prior to expiration of the current five (5) year term. An Addendum to this lease shall be executed upon each five (5) year extension. A three percent (3%) escalation in annual rate will occur with each five (5) year renewal.

4. FUNDING. This lease is subject to available funding of the Lessee. Should the governmental source of funds fail to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Lessee may terminate the lease without cause and without liability. Rent shall be prorated to the date of termination and any unused portion of rent returned to Lessee within thirty (30) days following the date of termination.

5. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected, or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, or that LESSEE determines that the site is no longer technically compatible for its use, or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Parties shall have no further obligations, including the payment of money, to each other.

6. TERMINATION. LESSOR or LESSEE may terminate this lease after the initial term by providing Ninety (90) days prior written notice of termination to the other Party provided that LESSEE has not given LESSOR notice to renew as stipulated in 3.B. above.

7. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement shall, within ninety (90) days, remove its tower, equipment and all personal property and restore the Premises to its original condition including the reclamation and reseeding of roadways and utility lines, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the tower, equipment enclosure, all of the equipment, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

8. ELECTRICAL.

A. LESSEE shall furnish and install utilities and a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE'S installation. LESSOR shall pay for its power consumption after receipt of an invoice from the local utility company.

B. LESSEE shall be permitted to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source.

C. LESSEE in consultation with LESSOR shall determine an appropriate location of temporary power source.

9 . TOWER LIGHTING AND MAINTENANCE. LESSEE shall be responsible for observing tower light/painting requirements required by the Federal Communications Commission and maintaining records, including notification to the Federal Aviation Administration of any failure and repairs and correction of same.

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

10. USE. LESSEE shall neither permit anything to be done in or about the Premises, nor bring or keep anything therein, which will conflict with any law, statute, or ordinance or in any way adversely affect any hazard or other insurance upon the Buildings.

A. LESSEE shall use the Premises for the purpose of constructing, maintaining, and operating a transmission tower and building for educational purposes and uses incidental thereto.

B. LESSEE warrants and represents the transmission tower, equipment enclosure, and any and all other improvements, machinery, or equipment installed by LESSEE shall comply with all applicable federal, state, and local laws, codes and regulations.

C. LESSEE will maintain the Premises in good condition, reasonable wear and tear excepted.

D. LESSEE agrees that all personal property located on the Premises shall be kept at the sole risk of LESSEE and LESSOR shall not be responsible for any damage done to or loss of such personal property, except in the case of actual or willful negligence of the LESSOR or its employees and agents.

E. LESSEE shall be responsible for repair of all structural or physical damage resulting from improvements and the installation, operation or maintenance of LESSEE'S personal property.

11. DAMAGE TO OR DESTRUCTION OF PREMISES.

A. LESSEE shall be responsible for all costs of maintenance and repair for damages to LESSOR'S property caused by LESSEE, its agents, employees, or invitees. LESSEE shall promptly repair the damage under the direction of the LESSOR.

B. By curing damage, the life of the damaged component is neither renewed nor prolonged; it is simply re stored to its condition prior to damage.

12. INDEMNIFICATION. The LESSOR shall release, indemnify and hold harmless the University of Wyoming and the State of Wyoming, their officers, agents, employees, successors and assignees from any cause of action or claims or demands directly or indirectly arising out of preexisting conditions, LESSOR'S non-disclosure of known contamination, or LESSOR'S performance or failure to perform under the terms and conditions of lease.

13. INSURANCE. All parties to this Lease shall be responsible for any liability arising from their own conduct LESSOR shall, at all times during the term hereof and at its expense, procure and maintain insurance coverage necessary to protect the property and its appurtenances. LESSEE shall procure and maintain all insurance it deems necessary for its protection. LESSEE understands that the risk of the loss of the personal property located on the demised premises owned by LESSEE, is solely the responsibility of LESSEE. LESSEE further acknowledges that in the event LESSEE wishes to insure said property against loss, that LESSEE shall have the sole responsibility of obtaining and paying for such insurance.

14. RIGHT OF FIRST REFUSAL. If LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property is a part, LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after notice thereof from LESSOR,

LESSOR may sell the Property or portion thereof to such third party in accordance with the terms and conditions of their offer. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR'S interest in the Property as a result of the death of LESSOR, whether by will or Intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Agreement; decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE'S rights hereunder.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE shall peaceably have, hold, and enjoy the Premises.

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

17. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR'S title to the same, and that there are no covenants, easements or restrictions that prevent the use of the Premises by LESSEE as set forth above.

18. GOVERNMENTAL

A. Sovereign Immunity. The University of Wyoming does not waive sovereign and/or governmental immunity by entering into this Lease and retains all immunities and defenses available to it as sovereign pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-104(a) as may be amended from time to time, and all other local, state, and federal laws.

B. Governmental Claims. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

C. Interpretation. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

D. Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

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

19. ASSIGNMENT AND SUBLETTING. LESSEE shall not be permitted to sublet the Premises without the written consent of LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs, and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

LESSOR:
Grant Kath
Kath Broadcasting Co, LLC
7060 Radio Road
Torrington, WY 82240
PH: 307.532.2158
FX: 307.532.2641

LESSEE:
Real Estate Operations
127 Bureau of Mines
1000 E. University Ave.
Laramie, WY 82071
PH: 307.766.2936/2937
FX: 307.766.4836

Unless otherwise stated in this Agreement, notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. In the event the Property is encumbered by a mortgage or other security interest, LESSOR, Immediately after this Agreement Is executed, will obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR'S default and upon doing so, LESSEE shall be surrogated to any and all rights, tides, liens and equities of the holders of such mortgage or security interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Option and Lease Agreement ("Memorandum"), which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either term or rent payments.

24. DEFAULT. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such default After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the same within the time periods provided in this paragraph.

25. ENVIRONMENTAL. LESSEE shall strictly comply with all Environmental Laws. LESSEE shall not cause, or allow any guest, invitee, employee or agent of LESSEE to cause, any Hazardous Substances to be used, generated, stored, or disposed of on, under or about the Premises, except such as may be acquired, used or sold by LESSEE in its business in compliance with the Law, without the prior written consent of LESSOR, which consent may be withheld in the sole discretion of LESSOR, and which consent may be revoked at any time.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE'S operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

such termination date, with respect to payments due to the other under this Agreement Notwithstanding the foregoing, all rental payments shall abate during the period of repair following such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE'S operations at the Premises for more than forty-five (45) days. Under the circumstances of a condemnation, LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning agency, body or entity for the entire Property which is attributable to the improvements, fixtures, betterments, antennas, equipment and all other things of LESSEE situated on the Property which cannot be removed, and including LESSEE'S relocation costs, damages and losses. In addition, but not to the exclusion of the foregoing, LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Property for losses related to the Improvements, fixtures, betterments, antennas, equipment and all other things of LESSEE situated on the Property which cannot be removed, along with its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any notice of termination described herein shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement

28. SURVIVAL. The provisions of the Agreement relating to Indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

29. MISCELLANEOUS. LESSOR and LESSEE agree that both parties have freely negotiated this lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this lease or any portion thereof.

30. ENTIRE AGREEMENT. This lease constitutes the entire agreement of the parties with respect to the leased premises to LESSEE and all prior agreements (oral or in writing) with respect to the leased premises are merged herein. This lease may not be modified, waived, or canceled except by written instrument subscribed by all of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**TOWER LEASE AGREEMENT
BETWEEN
KATH BROADCASTING CO., LLC
AND
THE UNIVERSITY OF WYOMING**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:
Kath Broadcasting Co, LLC

[Signature]
Grant Kath
Management Partner
Date 7-29-15

STATE OF WYOMING)
)SS
COUNTY OF GOSHEN)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Grant Kath this 29th day of July 2015

Witness my hand and official seal



[Signature]
Notary Public

My Commission expires: _____

LESSEE:
University of Wyoming

[Signature]
William Mai
Vice President for Administration
Deputy Treasurer, Board of Trustees
DATE 7/10/15

STATE OF WYOMING)
)SS
COUNTY OF ALBANY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by William Mai this 13th day of July 2015

Witness my hand and official seal



[Signature]
Notary Public

My Commission expires: 1/4/2016

FACILITIES CONTRACTING COMMITTEE

COMMITTEE MEETING MATERIALS

AGENDA ITEM TITLE: Request from Wyoming Department of Environmental Quality - Air Quality Division (WDEQ-AQD) to install an air monitoring station on campus, Forrest Selmer

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes [*dates presented/discussed*]
- No

FOR FULL BOARD CONSIDERATION:

- Yes [proposed meeting date]
[Note: If yes, materials will also be included in the full UW Board of Trustee report.]
- No

Attachments/materials are provided in advance of the meeting.

EXECUTIVE SUMMARY: Request from Wyoming Department of Environmental Quality - Air Quality Division (WDEQ-AQD)

The WDEQ-AQD requested this air quality monitoring station to monitor the air quality close to campus. Data from this instrument will be used to inform the Laramie community about air quality on www.wyvisnet.com so they may make decisions about their outdoor activity, especially when incidents such as forest or grass fires occur. This data will also be used by the AQD to ensure Laramie's air quality meets the Ambient Air Quality Standards. UW Ops has been working with WDEQ-AQD to site the proposed station and have narrowed it down to a site located at the NE corner of the detention/retention pond at the NE corner of 22nd and Willett. The attachments show an aerial view and ground level views from several vantage points. With the ground level pictures, the tower would be approximately 1/3 the height of the nearest sports lighting pole (30') and below the height of any nearby trees. All costs, including power, will be paid by WDEQ-AQD. Athletics and Campus Recreation agree that this is an acceptable location.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

This installation will have a minor visible impact for campus.

ACTION REQUIRED AT THIS COMMITTEE MEETING:

Permission to proceed with drafting and finalizing a multiyear agreement for this installation.

PROPOSED MOTION:

None. Information only.

ATTACHMENTS



AERIAL VIEW WITH 22nd AND WILETT IN THE LOWER LEFT HAND CORNER (white circle is the approximate location of the station)



VIEW LOOKING NORTH FROM THE NORTHERN WILETT SIDEWALK (red line shows approximate tower height on all ground level photos).



VIEW LOOKING EAST FROM 22nd ST.



VIEW LOOKING NORTH EAST FROM THE NORTH WEST CORNER OF 22nd AND WILLETT

The station would be similar to the one already installed near Daniel, Wyoming. The proposed station will use all the same components as used for the Daniel site with the 30' tower and three guy wire anchors all fitting within an 18' x 18' x 18' fenced triangle. Inside the fenced yard will be concrete anchor pads and an equipment enclosure that will have power installed to it. See the pictures below of the Daniel installation and a power unit.

