



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

10:30 a.m. July 15, 2020

AGENDA
FACILITIES CONTRACTING COMMITTEE
July 15, 2020
10:30—12:00

Executive Session: To the extent an Executive Session is needed, the general topic and scheduling a time for the executive session will be discussed and determined at the beginning of the meeting. (**Note** See separate executive session agenda from Melanie.)

Regular Meeting Agenda:

1. 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) Science Initiative, 3) West Campus Satellite Power, 4) Parking Garage, 5) Housing, and 6) other—Mai. (**NOTE**-Executive Session—if necessary).....4
2. Consideration and Action: Ivinson Parking Garage- Exterior design approval.....18
3. Consideration and Action: College of Business- Student Success Center- Construction Delivery Method.....31
4. Consideration and Action: Law School CMAR.....35
5. Science Initiative-
 - a. Mortar color issue
 - b. Vivarium and lab + office support funding.
6. LEED discussion.
7. Housing-
 - c. Housing- Landscaping EDAC recommendation
 - d. Housing- Transit stop
 - e. Housing- Contingency discussion
 - f. Housing- Adding boilers to West Campus Satellite Energy Plant for Housing
 - g. Housing- Access to Outdoor Recreation at Half Acre Gym related to Student Housing and private vehicle access to this area of campus.
8. Ivinson Parking Garage- schedule and potential weather impacts.
9. Lewis Street CMAR- update and path forward.....37
10. Information: Natatorium- site selection and long-term plan for Corbett.
11. Discussion: Lewis Street- Public Art proposal for EERB.
12. Discussion of plan of implementation of 2020 legislation impacting UW construction.

13. FPO site selection update.

14. ~~Renaming of WTBC (Wyoming Technology Business Centers)~~. Ed Synakowski (Item removed per Ed Synakowski)

15. Other?

(Note to JCM --Items nos. 2 through 6 need motions for full BofT)

FACILITIES CONTRACTING COMMITTEE

COMMITTEE MEETING MATERIALS

AGENDA ITEM TITLE: Capital Construction Report, Mai

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes [July 16, 2020]
[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:

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

PRIOR RELATED COMMITTEE DISCUSSIONS/ACTIONS:

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

WHY THIS ITEM IS BEFORE THE COMMITTEE:

To update the Facilities Contracting Committee on the Capital Construction at the University.

ACTION REQUIRED AT THIS COMMITTEE MEETING:

None

PROPOSED MOTION:

None

**Capital Construction
Progress Report as of June 24, 2020**

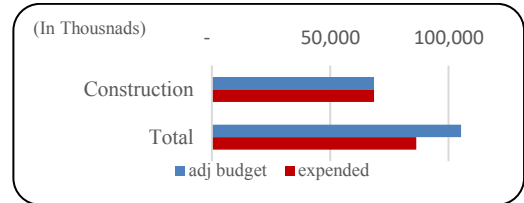
The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. Engineering Education and Research Building (EERB)

Contractor: GE Johnson Construction Wyoming
Jackson, WY

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



Funding Sources:	Original Anticipated:	Actual:
Grant – AML funds	350,000.00	350,000.00
Grant 2 – AML funds	750,154.00	750,154.00
State appropriation	55,000,000.00	55,000,000.00
Reduced by 2015 legislative action	(8,570,000.00)	(8,570,000.00)
Reduced by 2015 legislative action	(3,475,737.00)	(3,475,737.00)
State gen fun from AML – held until match	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	3,475,737.00	3,475,737.00
Foundation donation	3,328,756.00	3,328,756.00
Total Project	105,358,910.00	105,358,910.00

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

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

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	72,491	(2,406)	(1,575)	68,510	(68,510)	-	-
Equipment	-	3,106	-	3,106	(3,106)	-	-
Contingency	8,205	(4,175)	(2,434)	1,596	-	-	1,596
Reserve	5,243	3,369	8,000	16,612	-	(16,612)	-
Design	7,943	(105)	-	7,838	(7,813)	(23)	2
FF&E	3,993	(75)	303	4,221	(4,053)	(151)	17
Tech	3,474	(75)	(2,951)	448	(450)	-	(2)
Admin	4,010	361	(1,343)	3,028	(2,459)	(128)	441
Total	105,359	-	-	105,359	(86,391)	(16,914)	2,054

Statement of Contract Amount

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

Work Completed/In Progress:

- Project is 100% complete.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

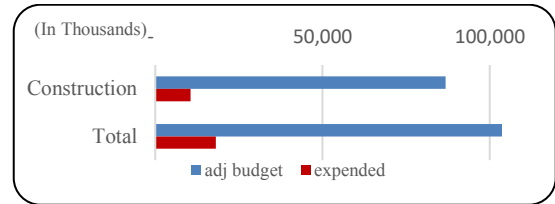
Work Planned for the Upcoming Month:

- Site and street remediation as a result of utility work will be completed by month ending 7/31/2020.

2. Science Initiative

Contractor: GE Johnson Construction Wyoming
Jackson, WY

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



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
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
UW INBRE program		325,000.00
Major Maintenance		430,000.00
Total Project	103,000,000.00	103,755,000.00

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

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	82,029	-	4,769	86,798	(10,502)	(76,296)	-
Contingency	3,919	430	(3,100)	1,249	-	-	1,249
Reserve	1,702	-	-	1,702	-	-	1,702
Design	6,962	42	296	7,300	(6,297)	(1,003)	-
FF&E	3,100	-	(1,013)	2,087	-	-	2,087
Tech	2,287	-	(118)	2,169	-	-	2,169
Admin	3,001	283	(834)	2,450	(1,337)	(266)	847
Total	103,000	755	-	103,755	(18,136)	(77,565)	8,054

Statement of Contract Amount

Original contract	Pre-construction	\$142,000
10/16/2019, Amendment #1	GMP established, includes full project scope excluding alternates, reserve held for north greenhouses. (Includes pre-construction)	74,359,220
Amendment #2	Construct research greenhouse	5,999,462
Amendment #3	Multiple scope changes: utility consumption, cw/hw line upsize, vivarium underground, INBRE underground, general duty valves, civil additions & revisions, add L2 bulkheads, ABB drive, INBRE complete, growth chambers	6,439,023
Adj Contract		\$86,797,705

Work Completed/In Progress:

- Guaranteed Maximum Price contract amendment was approved 10/16/2019.
- Construction activities commenced 10/17/2019.
- Deep foundations, grade beams, caps and high walls are complete.
- Plumbing and electrical underground are complete.
- Level one concrete slab on grade is complete.
- Steel erection has topped out. Concrete on metal deck is complete through level 4.
- Fireproofing and MEP rough is in progress.
- Building water and wastewater services are in progress.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

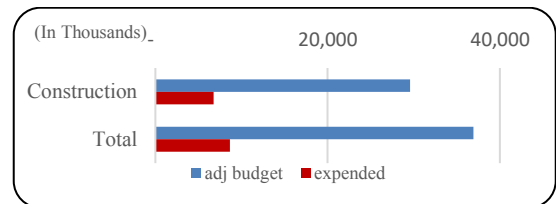
Work Planned for Upcoming Month:

- Interior priority wall framing and MEP rough-in.

3. 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	22,000,000.00
EERB Project Reserve	12,314,336.00	12,612,600.00
SI Project Reserve	2,000,000.00	1,701,736.00
UW – Capital Reserves (BOT)	4,616,773.00	616,773.00
Total Project	36,931,109.00	36,931,109.00

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

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	29,559	-	-	29,559	(6,745)	(22,396)	418
Contingency	3,688	-	-	3,688	-	-	3,688
Design	2,623	-	-	2,623	(1,464)	(595)	564
FF&E	110	-	-	110	-	-	110
Tech	25	-	-	25	-	-	25
Admin	926	-	-	926	(451)	(132)	343
Total	36,931	-	-	36,931	(8,660)	(23,123)	5,148

Statement of Contract Amount

Original contract	Pre-construction	\$61,250
Amendment #1	Initial Guaranteed Maximum Price for Foundation and Utilities. (Includes pre-construction)	15,486,191
Amendment #2	Final Guaranteed Maximum Price; full project scope.	13,572,358
Amendment #3	Utility extension and future boiler rough-in	82,297
Adj Contract		\$29,140,846

Work Completed/In Progress:

- Bid Package #1 was issued for foundation and utilities. The public bid opening was held 6/18/2019.
- Initial Guaranteed Maximum Price was prepared and approved at the August 2019 Board of Trustees Meeting.
- Construction activities commenced 9/16/2019.
- Bid Package #2 was issued, 100% construction documents. The public bid opening was held 10/4/2019.
- Final GMP was approved on 11/14/2019.
- Foundation high walls and tank foundation are complete.
- Underground plumbing and electrical are complete.
- Basement slab on grade is complete.
- Steel erection and metal decking are in progress.
- Masonry walls are in progress.
- Mechanical rough at level one is in progress.
- Distribution piping is in progress.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

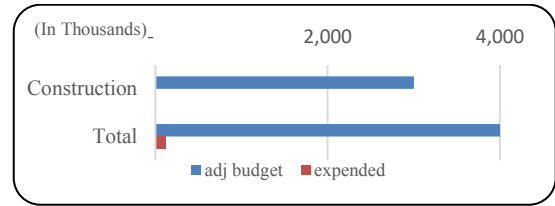
Work Planned for Upcoming Month:

- Continue distribution piping.
- Continue masonry and MEP rough-in.

4. 11th & 12th/Lewis Street Reconstruction

Contractor:

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



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
EERB Project Reserve	4,000,000.00	4,000,000.00
Total Project	4,000,000.00	4,000,000.00

Guaranteed Maximum Price \$
Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	3,000	-	-	3,000	-	-	3,000
Contingency	450	-	-	450	-	-	450
Design	365	-	-	365	(92)	(422)	(149)
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	185	-	-	185	(30)	-	155
Total	4,000	-	-	4,000	(122)	(422)	3,456

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:

- Schematic design in progress.
- Survey complete.

Issues Encountered with Proposed Resolution for Each:

- Will meet with the City/UW Administration to discuss previous MOU, proposed adjustments and any cost sharing strategies. Determine the plan and schedule for the 11th – 13th St. vacation and related utility work.

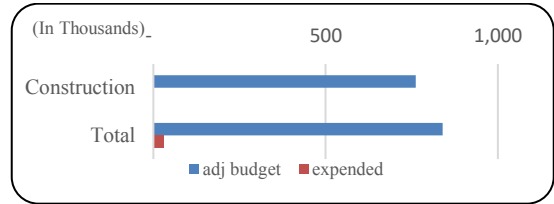
Work Planned for Upcoming Month:

- Continue with schematic design.
- Initiate civil design for MOU utility obligations.

5. Hansen Arena: Design & Construction-Covered practice arena, animal stalls, & animal handling units

Contractor:

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



Funding Sources:	Original Anticipated:	Actual:
State appropriation	500,000.00	500,000.00
Ag Permanent Income Funds (STO)	-	340,168.00
Total Project	500,000.00	840,168.00

Guaranteed Maximum Price \$
Contract Substantial Completion Date July 15, 2020

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	762	-	-	762	-	(200)	562
Contingency	30	-	-	30	-	-	30
Design	11	-	-	11	(10)	-	1
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	37	-	-	37	(21)	(2)	14
Total	840	-	-	840	(31)	(202)	607

Statement of Contract Amount

Original contract	Design Build agreement	\$200,000
Adj Contract		\$200,000

Work Completed/In Progress:
<ul style="list-style-type: none"> • Earthwork is in progress.

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

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Foundations, power, plumbing rough, and grading.

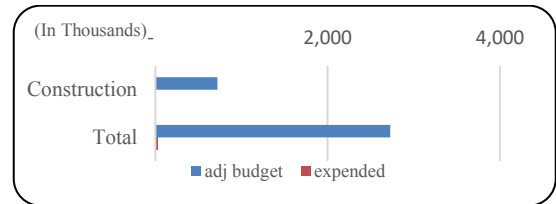
UW Housing Phase I

6. Wyoming Hall Demolition

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



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

Guaranteed Maximum Price \$
Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	720	-	-	720	-	-	720
Contingency	108	-	-	108	-	-	108
Design	43	-	-	43	(12)	(10)	21
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	1,856	-	-	1,856	(12)	(29)	1,815
Total	2,727	-	-	2,727	(24)	(39)	2,664

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:

- Construction documents complete.
- Bid documents complete and out for bid.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

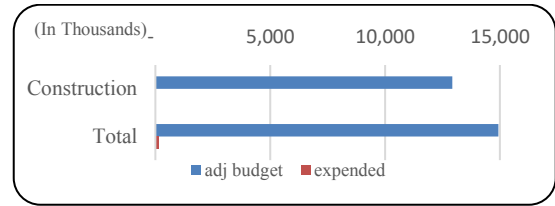
Work Planned for Upcoming Month:

- Secure and scope bids and prepare GMP for August Board meeting

7. Wyoming Hall Utility Relocation

Contractor:

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



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

Guaranteed Maximum Price \$
Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	12,929	-	-	12,929	-	-	12,929
Contingency	1,200	-	-	1,200	-	-	1,200
Design	331	-	-	331	(130)	(201)	-
FF&E	-	-	-	-	-	-	-
Tech	240	-	-	240	-	-	240
Admin	229	-	-	229	(9)	(19)	201
Total	14,929	-	-	14,929	(139)	(220)	14,570

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:

- Construction documents complete,
- Bid documents complete and out for bid,

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for Upcoming Month:

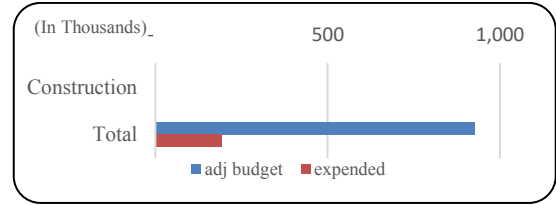
- Secure and scope bids and prepare GMP for August Board meeting.

8. Ivinson Lot Parking Garage

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



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

Guaranteed Maximum Price \$
 Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Design	726	-	-	726	(92)	(8)	626
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	200	-	-	200	(100)	(87)	13
Total	926	-	-	926	(192)	(95)	639

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:

- Schematic design nearing completion.
- Recommendation from the EDAC to the FCC and BOT in July.
- Initial budget and project schedules being prepared by the CMAR.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for Upcoming Month:

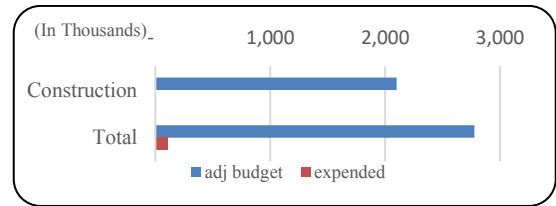
- Complete schematic design,
- Begin design development,

9. Bus Garage/Fleet Relocation

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
UW – Construction Reserve Account	2,779,260.00	2,779,260.00
Total Project	2,779,260.00	2,779,260.00

Guaranteed Maximum Price \$
Contract Substantial Completion Date

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	2,100	-	-	2,100	-	-	2,100
Contingency	315	-	-	315	-	-	315
Design	125	-	-	125	(10)	(153)	(38)
FF&E	86	-	-	86	-	-	86
Tech	71	-	-	71	-	-	71
Admin	82	-	-	82	(97)	(67)	(82)
Total	2,779	-	-	2,779	(107)	(220)	2,452

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:

- Pricing for the renovation of the existing facility is complete.
- Abatement of existing facility is complete.
- Demolition of existing materials is 80% complete.
- Mechanical, electrical and plumbing (MEP) rough in is underway on existing building
- Exterior painting on existing building is underway.
- Construction documents for new bus maintenance facility 95% complete.
- Finalizing CMAR agreement for new facility.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for Upcoming Month:

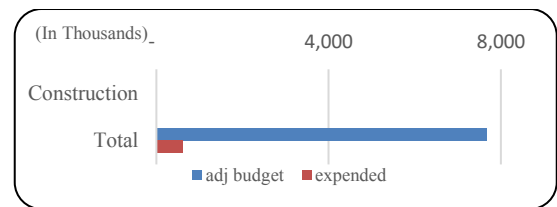
- Continue designing the new facility.
- Continue construction on the renovation.
- Rough carpentry renovation.
- Exterior painting renovation.
- MEP rough renovation.
- Audio Visual/Information Technology rough renovation.
- Submit site plan review and receive comments for new facility.
- Onboard CMAR and develop GMP for new facility.
- Finalize construction documents for new facility.

10. UW Student Housing

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



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

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	-	-	-		-	-	-
Contingency	-	-	-		-	-	-
Design	7,682	-	-	7,682	(570)	(27)	7,085
FF&E	-	-	-		-	-	-
Tech	-	-	-		-	-	-
Admin	-	-	-		(47)	-	(47)
Total	7,682	-	-	7,682	(617)	(27)	7,038

Statement of Contract Amount

Original contract		\$-
Adj Contract		\$-

Work Completed/In Progress:

- | |
|---|
| <ul style="list-style-type: none">• Schematic design in progress. |
|---|

Issues Encountered with Proposed Resolution for Each:
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- | |
|---|
| <ul style="list-style-type: none">• EDAC provided recommendation to re-examine the site for the project. Issue to be presented to the Facilities Contracting Committee in July. |
|---|

Work Planned for Upcoming Month:

- | |
|---|
| <ul style="list-style-type: none">• Continue with schematic design. |
|---|

FACILITIES CONTRACTING COMMITTEE

COMMITTEE MEETING MATERIALS

AGENDA ITEM TITLE: Ivinson Parking Garage Exterior Design, Mai

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes [July 16, 2020]
[Note: If yes, materials will also be included in the full UW Board of Trustee report.]
- No

Attachments/materials are provided in advance of the meeting.

EXECUTIVE SUMMARY:

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

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

May, 2020 – Board approved selection of a CMAR.

March, 2020 – Board authorized Administration to execute a Level 3 design services contract with By Architectural Means, in association with Anderson Mason Dale Architects for the Ivinson Parking Garage project.

December, 2019 – Board authorized Administration to execute a pre-design services contract with By Architectural Means in association with Anderson Mason Dale Architects for the Ivinson Parking Garage project.

September, 2019 - Board authorized the construction of a multi-story parking garage on the Ivinson parking lot site.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

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

ACTION REQUIRED AT THIS COMMITTEE MEETING:

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

PROPOSED MOTION:

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

IVINSON PARKING GARAGE

EXTERIOR DESIGN ADVISORY COMMITTEE

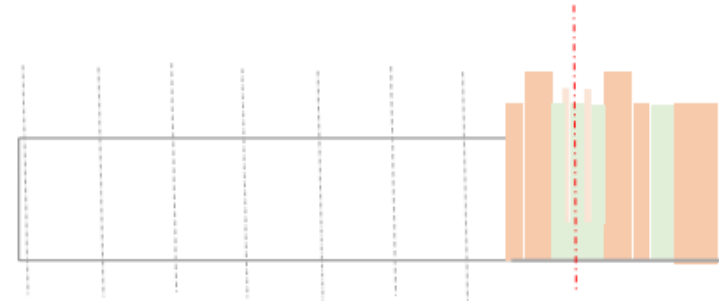
JUNE 16, 2020



JUNE 16, 2020

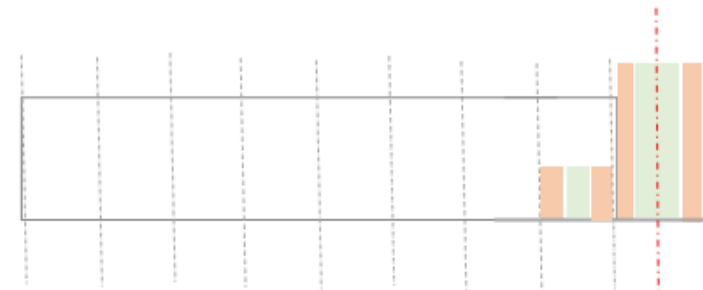
Scheme 1

Three story corner element with axial relationship to lobby and upper lobbies in parking garage. Stair as secondary corner element. Lose 2 cars

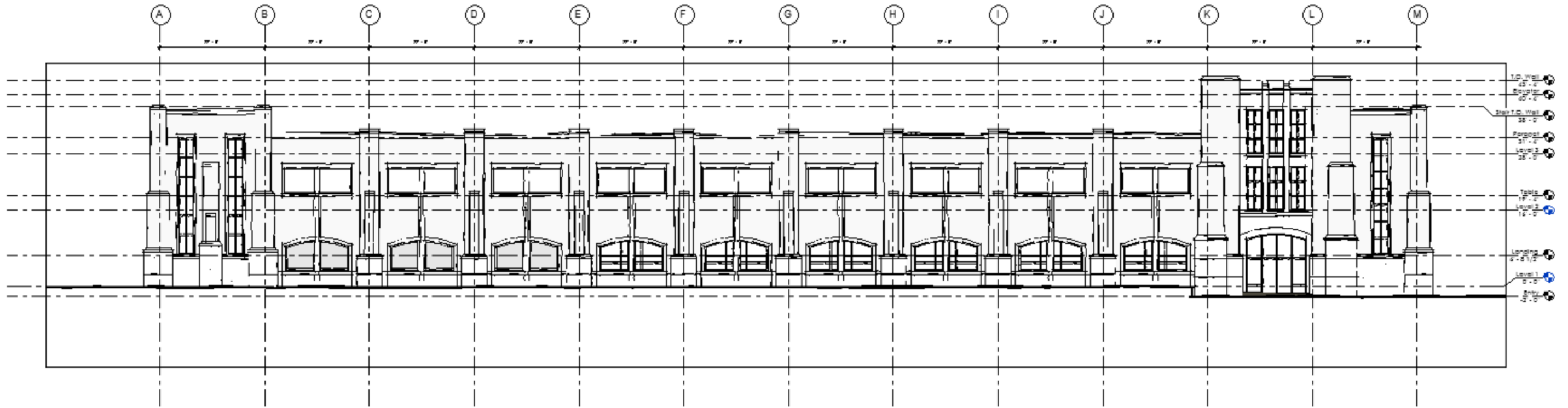


Scheme 2

Stair as axial corner element. Lobby as one-story element within bay configuration. No upper lobbies. Corner identical on Grand and Ivinson



IVINSON PARKING GARAGE

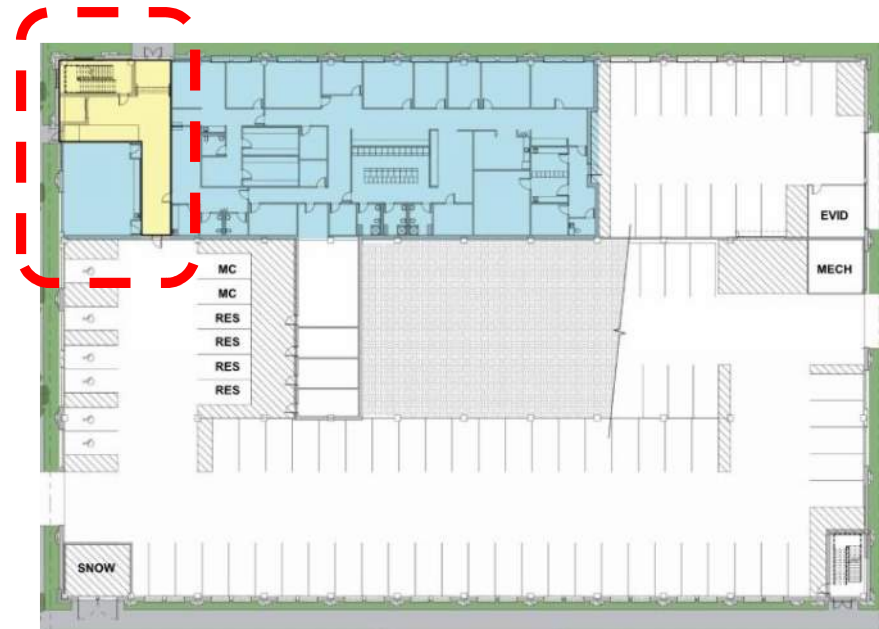


Ivinson St. Elevation

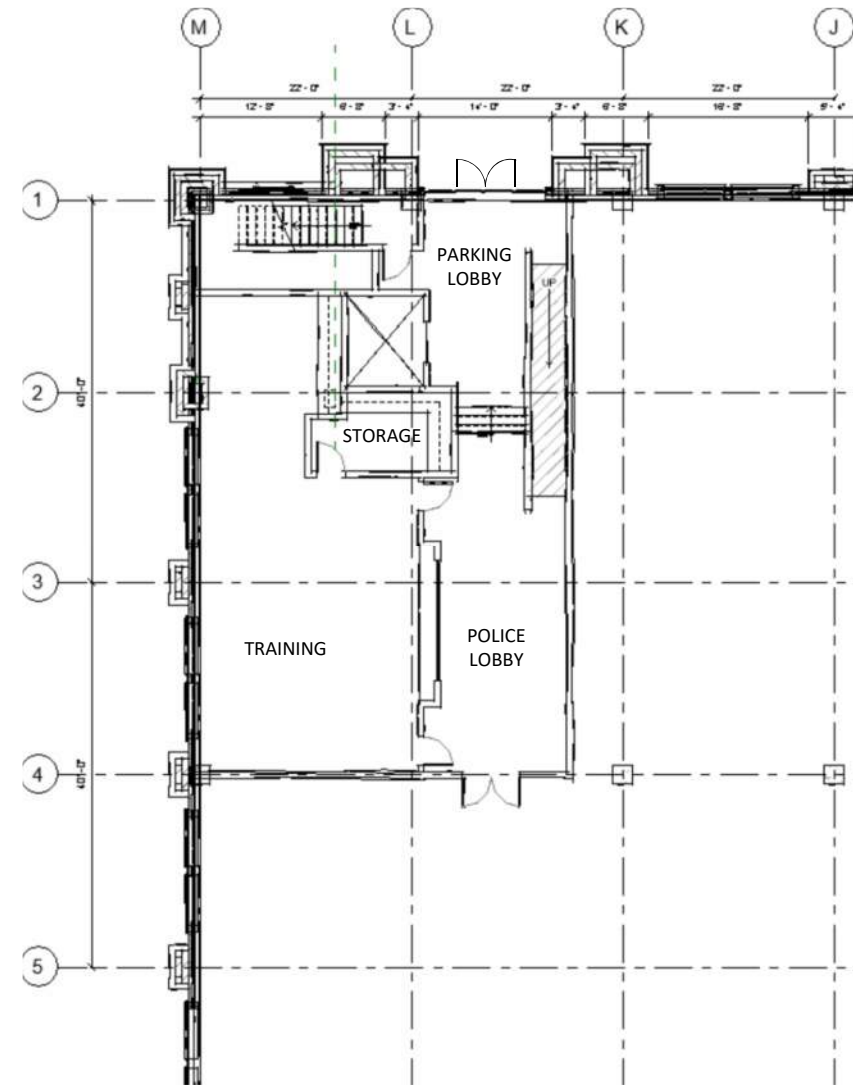
IVINSON PARKING GARAGE



JUNE 16, 2020



First Floor Plan



Enlarged Plan

IVINSON PARKING GARAGE



Ivinson St. Elevation

Previous

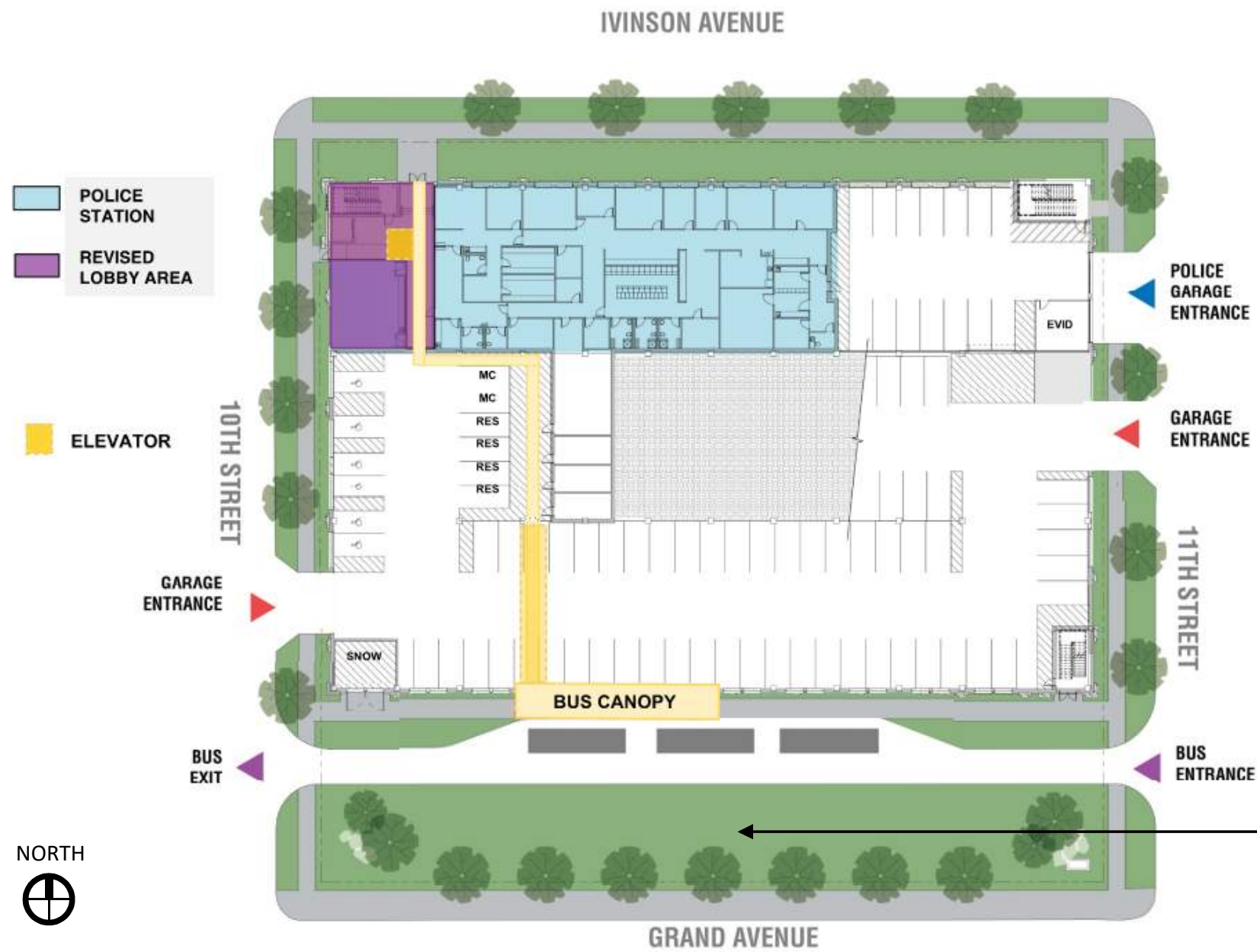


Proposed

IVINSON PARKING GARAGE



JUNE 16, 2020



IVINSON PARKING GARAGE





Grand Avenue

Previous



Grand Avenue Elevation

Proposed

IVINSON PARKING GARAGE



JUNE 16, 2020



11th Street

Previous



Proposed

11th Street Elevation

IVINSON PARKING GARAGE



JUNE 16, 2020



10th Street

Previous



10th Street Elevation

Proposed

IVINSON PARKING GARAGE



JUNE 16, 2020



10th and Ivinson

IVINSON PARKING GARAGE



JUNE 16, 2020



South Bus Canopy

IVINSON PARKING GARAGE



JUNE 16, 2020

FACILITIES CONTRACTING COMMITTEE

COMMITTEE MEETING MATERIALS

AGENDA ITEM TITLE: Construction Delivery Method and Project Approval for College of Business Student Success Center, Mai

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes [July 16, 2020]
[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:

Pursuant to UW Regulation 6-9(III)(F), Administration is recommending that the Board approve Design-Bid-Build (hard bid) as the delivery method for the College of Business – Student Success Center. Administration is recommending Design-Bid-Build for the project, due to limited exposure to risk associated with the project’s size, scope, and budget.

Contingent upon approval of delivery method for the College of Business – Student Success Center, Administration is recommending the authorization to move forward with public advertisement for construction bids.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to UW Regulation 6-9(III)(F), the Board of Trustees shall approve the construction delivery method for projects over \$500,000.00.

Pursuant to UW Regulation 6-9(III)(G), the Board of Trustees shall authorize commencement of the construction process, dependent on securement of adequate funding for construction of the project.

ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee recommendation to the full Board to approve the Design-Bid-Build construction delivery method and permission to proceed with bidding for the College of Business – Student Success Center project.

PROPOSED MOTION:

“I move to recommend to the full board to authorize Administration to utilize Design-Bid-Build as the construction delivery method, and to publicly advertise for construction bids, for the College of Business – Student Success Center project.”



PETER M. AND PAULA GREEN JOHNSON

STUDENT SUCCESS CENTER

► PROJECT DESCRIPTION –

In July 2019, Peter M. and Paula Green Johnson—notable University of Wyoming alumni and supporters—committed a leadership gift of \$1.5 million to create the Peter M. and Paula Green Johnson Student Success Center at the UW College of Business.

The \$3.5 million project, which is anticipated to open during the spring 2021 semester, will be 100 percent funded by private donations. The project will significantly renovate the first floor of the west wing of the College of Business, in what was the original Commerce and Industry building. The center will include a dedicated entrance, an open floor plan, a student commons area, flexible office space, and technology-rich interview and conference rooms.

The center will deliver enhanced support for enrollment management, academic advising, and career services—all priorities of the college’s strategic plan and especially important during a time when comprehensive services are essential to student recruitment, retention, and success. Students will interact with this center from the time they consider attending UW through their academic career to interviewing for their first jobs.

The student success center concept was developed a year ago when Dean Dave Sprott began restructuring the college’s services to improve support for prospective students, current students, employer partners, and alumni. The new physical space is the embodiment of this augmented focus on student success. Assistant Dean Steve Russell serves as the director of the center and oversees the assistant directors for each service area.

To date, nine gifts totaling \$3.08 million have been received to support the project.



PETER M. AND PAULA GREEN JOHNSON STUDENT SUCCESS CENTER

▶ PROJECT TIMELINE –

Total Project Cost:
\$3.5 MILLION

Construction Start:
Fall 2020

Estimated Completion:
Spring 2021

Construction and completion dates are contingent on Board of Trustees approval and budget

▶ DONOR COMMITTED GIFTS – \$3.08 MILLION

- Funds Available For Use as of 6/4/2020 - **\$730,000**

▶ DONOR PLEDGE PAYMENT SCHEDULE –

PROJECT COMPLETE						
FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
\$1,080,000	\$500,000	\$500,000	\$500,000	\$490,000	\$10,000	\$3,080,000

- **Year 1 | FY2020 Cash Flow Needs - \$2,625,000**
 - » Based on approximately 75% of total project cost (required prior to June 30, 2020)
- **Year 2 | FY2021 Cash Flow Needs - \$875,000**
 - » Based on approximately 25% of total project cost (required prior to project's completion in Spring 2021)

▶ DEAN'S COMMITMENT – \$750,000¹

- College of Business Dean's Excellence Funds - \$750,000 (\$250,000 per year for 3 years)

¹Pending fundraising efforts, Dean Sprott is committed to supporting any outstanding costs of the center via various funds including the McMurry COB Excellence Fund.

▶ MAJOR MAINTENANCE COMMITMENT – \$300,000

- These funds will be used to rectify mechanical issues in the space during remodel efforts.

▶ PROJECT FINANCING –

- Slightly more than 20% of the total project cost is cash in hand (\$730,000; account #500584).
- The remaining donor commitments of approximately \$2.8 million will be paid by donors over time as detailed in their signed pledge agreements.
- Since constructions costs of the project will be due prior to donor agreements being fulfilled, the remaining costs for the project will be bank financed by a loan signed and backed by UW Foundation (UWF) reserves. As of June 12, 2020, the UWF is working with a group of banks to develop loan agreements.

FACILITIES CONTRACTING COMMITTEE

COMMITTEE MEETING MATERIALS

AGENDA ITEM TITLE: College of Law Construction Delivery Method, Mai

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes [July 16, 2020]

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

- No

Attachments/materials are provided in advance of the meeting.

EXECUTIVE SUMMARY:

University Regulation 6-9 requires that if Level III design and construction funding is secured, the Vice President for Finance and Administration, subject to approval of the President, shall submit a recommendation for construction delivery method to the Facilities Contracting Committee for review prior to submission to the Board. Of the construction delivery methods permitted by law (W.S. 16-6-701), the following are approved by the Board for use at the University: Design-bid-build; Construction Manager-at Risk (CMAR); and Design-Build.

In May, 2020, the Board authorized proceeding with design and construction documents for the project with the requirement that all funds shall be paid via private monies raised for the project by the College of Law.

To complete the construction documents Administration seeks approval of a project delivery method of CMAR. This delivery method is advantageous as it includes design phase services to aid in preparing accurate cost estimates, schedules, constructability reviews as well as soliciting and promoting the project to subcontractors prior to bidding.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

Pursuant to University Regulation 6-9, the project delivery method for all capital construction projects shall be approved by the Board.

ACTION REQUIRED AT THIS COMMITTEE MEETING:

Committee recommendation to the full Board to approve the CMAR delivery method for the Law School Expansion and Renovation.

PROPOSED MOTION:

“I move to recommend to the full Board to authorize Administration to utilize the CMAR delivery method for the College of Law Expansion and Renovation project”.

FACILITIES CONTRACTING COMMITTEE

COMMITTEE MEETING MATERIALS

AGENDA ITEM TITLE: Lewis St. Update and Recommendation, Mai

- PUBLIC SESSION
- EXECUTIVE SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- Yes
- No

FOR FULL BOARD CONSIDERATION:

- Yes

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

- No

Attachments/materials are provided in advance of the meeting.

EXECUTIVE SUMMARY:

The Memorandum of Understanding (MOU), Exhibit C, established in 2014 defined the obligations of the University for vacations and related future development of the Lewis St. corridor between 9th and 15th Streets. At this point any future development on Lewis east of 11th St. is limited by a provision that does not allow unilateral piece meal vacations on the remaining Lewis St. corridor, shown in Exhibit A. Administration seeks to amend the 2014 MOU with feedback from the City of Laramie (COL) staff to honor the utility relocation obligations, seek a two part vacation plan (11th – 13th and 13th – 15th), and to do housekeeping on provisions already complete. This will allow for phasing of the corridor development as property can be purchased. University staff will submit a recommendation for amendment language and action following collaboration with COL staff.

The Lewis St. corridor budget revenue is exclusively from capital project transfers totaling \$4,850,000.

- Engineering Education and Research Building: \$4,000,000
- Science Initiative: \$350,000
- West Campus Satellite Energy Plant: \$500,000

Encumbered expenditures total \$1,513,760.

- 2014 MOU estimate: \$1,000,000
- Feasibility study with water/wastewater capacity review: \$30,000
- Consultant contract for full corridor design: \$483,760

We have an estimated construction balance of \$3,336,240 and two capital projects under construction in the Lewis St. corridor, Science Initiative and the West Campus Satellite Energy Plant. Exhibit B shows the concept for potential phasing. Administration's recommendation is to prioritize the phases that are complimentary to the projects underway that will require landscaping for beneficial occupancy. The priority phases proposed from Exhibit B are: A, B, E, F, G, H, I; Science Initiative, 10th St., Mines/Berry Center, EIC/Engineering Ramp, Engineering/Agriculture Ramp, Energy Plant South, and Agriculture North. The highest priority for beneficial occupancy is the Science Initiative landscape, and for ADA access the highest priority is the Engineering/Agriculture ramp. The estimated cost for the priority phases is: \$4,300,000.

The CMAR delivery method was approved at the June, 2020 Board of Trustees meeting. Planning and Construction estimates the total Lewis St. corridor construction to total \$9,300,000. Administration recommends assigning the project adjacent landscaping to the CMAR for the projects currently underway. Advertising and hiring a separate CMAR with a defined fee and pre-con expense is not the best value at this time.

WHY THIS ITEM IS BEFORE THE COMMITTEE:

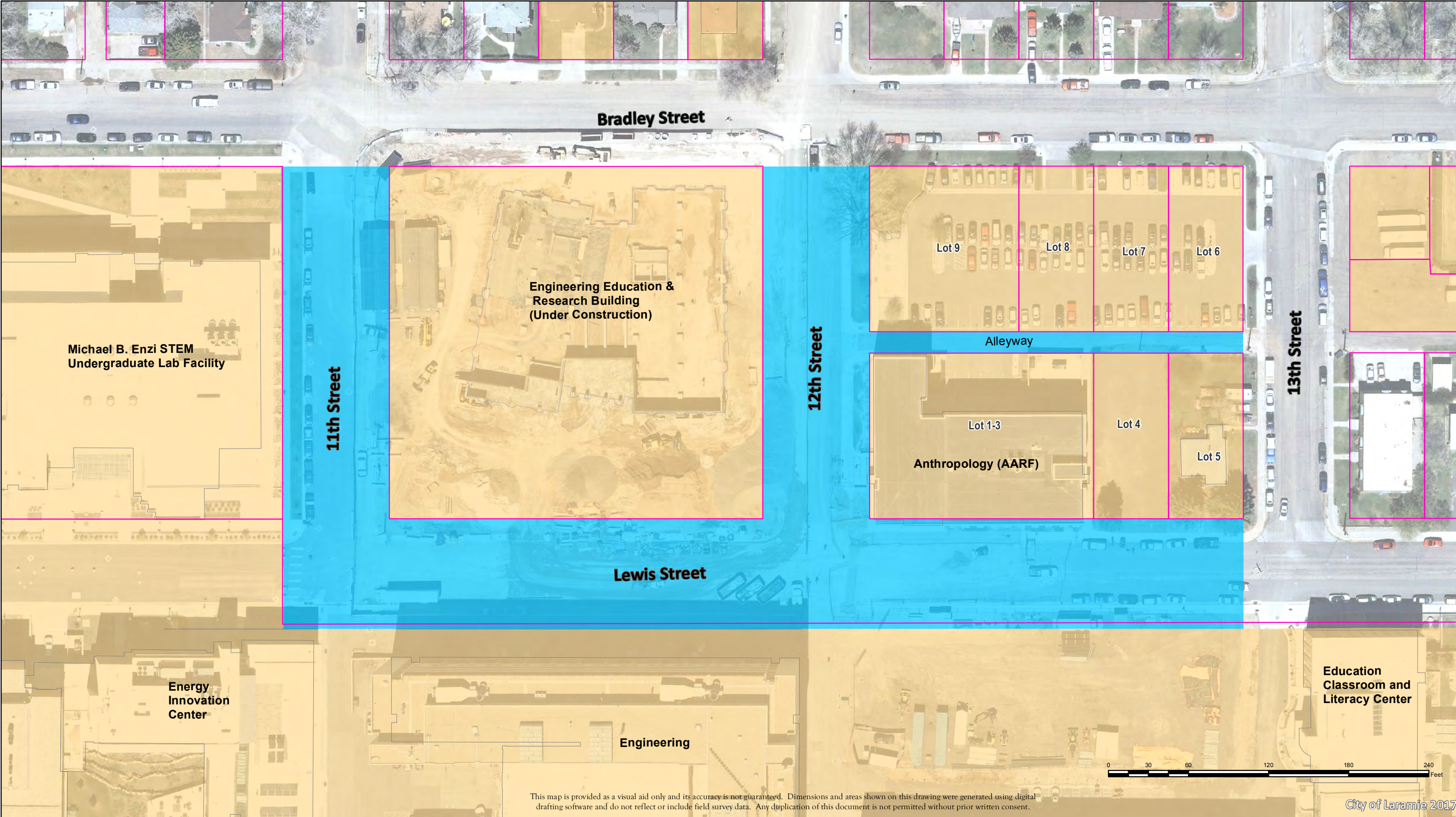
Update for the Board of Trustees Facilities Contracting Committee.

ACTION REQUIRED AT THIS COMMITTEE MEETING:

Information only.

PROPOSED MOTION:

N/A



This map is provided as a visual aid only and its accuracy is not guaranteed. Dimensions and areas shown on this drawing were generated using digital drafting software and do not reflect or include field survey data. Any duplication of this document is not permitted without prior written consent.

City of Laramie 2017



PREPARED BY:
 REAL ESTATE OPERATIONS
 DEPT. 4308, 127 BUREAU OF MINES
 1000 E. UNIVERSITY AVENUE
 LARAMIE, WY 82071
 307.766.2940

VACATION OF PORTIONS OF 11TH AND 12TH STREET WITH ALLEY AND
 PORTION OF LEWIS STREET
 BLOCKS 1 AND 2, UNIVERSITY PLACE ADDITION
 11/1/2018

EXHIBIT A



- Legend**
- Parcels
 - Proposed ROW vacation
 - UW Property



LEGEND

- PHASED AREAS
- TURF
- LANDSCAPE BED
- BOULDERSCAPE PLAZA AND SEATING
- PROPOSED TREES
- EXISTING TREES TO REMAIN
- NEW/RELOCATED LIGHTS
- BENCHES/SEATING
- BIKE PARKING
- HANDICAP PARKING TO REMAIN

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY OF WYOMING
AND THE CITY OF LARAMIE
for the
Lewis Street Area Infrastructure**

- 1) **Parties.** This Memorandum of Understanding for the Lewis Street Area Infrastructure (hereinafter “MOU”) is made and entered into by and between the University of Wyoming (hereinafter “University”) and the City of Laramie (“City”), which may be referred to individually as “party” or collectively as “parties.”
- 2) **Term.** The provisions in this MOU will commence upon execution of all necessary signatures and shall remain in effect until January 1, 2024. This date may be extended with the mutual written agreement of the City and UW.
- 3) **Purpose:** This MOU is a result of implementing Section 6(E), “Planning” of the 2012 Agreement to Grant Temporary License and Plan for Transfer of Lewis Street Between the City of Laramie, Wyoming and University of Wyoming. This provision states:

“The University shall collaborate and consult with the City to develop a Transition Plan for the area of the license and that area identified as future expansion of the West Campus as defined in Map 2A of the University’s LRDP, specifically to include the future use of the Lewis Street corridor and all additional rights-of-way entirely or partially located within the Map 2A. The Transition Plan shall provide a long term plan for treatment and ongoing management of the infrastructure systems of the parties, including, but not limited to, water, sanitary sewer, storm sewer, steam heating tunnels, communications and motorized and non-motorized travel ways. At such time as the Transition Plan for the West Campus Extension Area is completed and mutually agreed upon by the parties or the expiration of this agreement, whichever occurs first, the City shall transfer or vacate ownership of the licensed portion of Lewis Street forgoing compensation for it and upon request of the University.”

This MOU pertains to the areas in Laramie, Wyoming between Lewis and Flint streets and 9th and 15th streets. As part of the transition plan, the parties agree to address the following three sections: Lewis Street; Alleys and Side Streets between Lewis and Bradley Streets; and Traffic Flow. These three sections contain the details of the agreement the City and UW have reached regarding utilities (water, sewer, steam, communication lines and traffic flow) and the vacation of allies and side streets.

- 4) **Lewis Street.** This section of the MOU consists of three elements:
 - a) **Steam Line and Cemetery Water Line:** The City has already granted UW a license and easement for this element of the Agreement. The license and easement allow

UW to install a steam line through the cemetery and west along Lewis Street to the site of the Enzi STEM building. As part of this work, UW replaced the City's water line from 19th to 15th Streets which is next to the steam line in the cemetery. The cost to UW to replace this line was six-hundred twenty-five thousand dollars and no cents (\$625,000.00).

- b) **Lewis Street from 9th to 11th Streets:** The City and UW have agreed to proceed with this element of the MOU as follows:
- i) UW has applied for the vacation of Lewis Street from the middle of the block between 9th and 10th streets (9 ½) to the west side of 11th street. An appraisal will be obtained by the City to meet its statutory mandate at its expense but no compensation will be sought from UW per the prior agreement, pending City Council approval of this provision.
 - ii) At this time, UW cannot apply to vacate this entire stretch of Lewis Street because there is a privately-owned parcel midway between 9th and 10th streets that UW has been unable to acquire and must have access to a publicly owned street. UW will submit a separate application to vacate this section if, and when, the private owner sells the property to UW.
 - iii) The City and UW agree that generally the owner of the ground should also own the water and sewer lines underneath the property. However, this principle cannot be applied to the stretch of Lewis Street between 9th and 11th streets because there is a 4" City-owned water line that connects to the larger line at 10th Street. Consequently, when the section of Lewis Street between the 9 ½ block and 11th street is vacated to UW, the parties agree that the City will retain ownership of the water line and sewer lines and UW will agree to grant easements to the City for its water, sewer, and storm water lines as a condition of the vacancy.
- c) **Lewis Street from 11th to 15th Streets:** The parties agree to the following with regard to this area:
- i) UW will not seek a piece-meal vacation of Lewis Street between 11th and 15th streets unless otherwise agreed to by the parties. UW must acquire title to the lots on the north side of Lewis Street before applying to the City for vacation of this area unless otherwise agreed to by the parties.
 - ii) Since UW would also assume ownership of the water line under this section of Lewis Street at the time of vacancy, UW agrees to pay a share of the costs of laying a new City water line along 15th street from Lewis Street to Flint Street and then down Bradley and Flint streets to the intersections with 14th Street. UW will pay the costs of an 8" water line; however, the City would pay the incremental cost of the size of pipe that it wishes to be installed if the water line is

larger than 8". The estimated cost to UW for this 8" water line is \$1 million. The City and UW will agree upon who will pay what share of the construction costs.

5) **Alleys and Side Streets between Lewis and Bradley Streets.**

a) The 2012 Lewis Street Licensure Agreement contains provisions for the vacancy of Lewis Street, and the 2013 City Council action provided for the vacancy of the Enzi Alley. This MOU sets the conditions under which the other alleys and the numbered side streets between Lewis and Bradley streets and between (but not including) 9th and 15th streets will eventually be vacated. The following conditions will apply to these vacancies:

i) Any applications to vacate the above-described alleys and side streets will proceed under the same City processes and the same regulatory provisions that governed UW's application to vacate the 9 ½ block to 11th Street of Lewis Street.

ii) All City utilities within the alley or street shall be relocated in accordance with City standards and shall be reviewed and approved by the City Engineer. UW agrees to assume ownership of any water or sewer line under the proposed vacated alley or street unless the City and UW mutually agree in writing otherwise.

iii) All franchise utilities within the alley or street shall be relocated in accordance with City standards, shall be placed underground, and shall be reviewed and approved by the City Engineer.

iv) UW has paid \$625,000 to replace the City's water line through the cemetery as part of this Agreement. UW agrees to pay its cost share for the water line in 15th Street to Bradley and Flint streets and down those streets to the intersections with 14th Street (see above provision for details). The estimated cost to UW is \$1 million. In recognition of UW's payment of approximately \$1.625 million to replace and install new City water lines, the City will not assess a charge to vacate the alleys and side streets covered under this section of the MOU.

v) UW will not, and shall not be required to, apply for any vacation of Bradley and Flint streets between 9th and 15th streets or any alleys or side streets between Bradley and Flint streets under the provisions of this MOU.

6) **Traffic Flow.** The City is updating its traffic flow plan for the area bordered by Harney and Lewis streets and 9th and 15th streets. When the study is updated, the City and UW will discuss and finalize a plan for managing traffic in the affected area and determine if this MOU should be amended to include any provisions from the study **no later than January 30, 2015.**

7) **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon

shall be incorporated by written instrument, executed and signed by all parties to this MOU.

- 8) **Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations
- 9) **Assignment.** Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- 10) **Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- 11) **Sovereign Immunity.** The University and the City do not waive their sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- 12) **Indemnification.** Neither party shall indemnify, defend or hold harmless the other for any cause of action, or claim or demand arising out of this MOU. Each party shall be responsible for their own negligent actions or omissions.
- 13) **Governmental Claims.** Any actions or claims against the University or the City under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- 14) **Interpretation.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- 15) **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the

benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

16) **Legal Authority.** Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.

17) **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

APPROVED BY:

University of Wyoming

City of Laramie

William Mai 9/22/14
Signature Date
William Mai
Vice President for Administration

David Truckes 10-4-14
Signature Date

Name
Title:

Name David Truckes
Title: Mayor