

CONTRACT

FOR DESIGN SERVICES

Contract Documents
Design Services

Table of Contents

Design Services

[Agreement](#)

[Exhibit A – Scope of Services](#)

[Exhibit B – Project Summary and Schedule](#)

[Exhibit C – Hourly Rate Schedule](#)

[Exhibit D – Effort Schedule](#)

[Insurance Verification](#)

[Notice to Proceed](#)

Agreement

Design Services

THIS IS THE ARCHITECT – OWNER AGREEMENT
BETWEEN
Campbell County School District No. 1
AND
Arete Design Group
WITH
THE WYOMING STATE CONSTRUCTION DEPARTMENT,
SCHOOL FACILITIES DIVISION
AS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT
FOR
DESIGN AND CONSTRUCTION ADMINISTRATION ON THE
Wagonwheel Elementary Re-Roof Project

Agreement Table of Contents

Paragraph	Description	Page
SECTION 1 - BASIC SERVICES		
1.	Parties to the Contract	1
1.1	The "Owner"	1
1.2	The "Architect"	1
1.3	In General	1
1.3.1	Architect's Licensure, Professional Commitment, and Dedicated Personnel	1
1.3.1.1	Certification	1
1.3.1.2	Professional Commitment	1
1.3.1.3	Assigned and Dedicated Personnel	1
1.3.2	Project Team	2
1.4	Work of the Project	2
1.5	Scope of Services	2
1.5.1	Development of Site Master Plan	2
1.5.2	Description of Basic Design Services	2
1.6	Construction Budget	3
1.7	Term of Contract	3
1.7.1	Extension of Contract	3
1.7.2	Termination of Contract	3
1.8	Method of Construction Delivery	3
1.9	Cost of the Work	4
1.10	Estimates of the Cost of the Work	4
1.11	Design and Construction Administration Services	4
1.11.1	General Provisions	4
1.11.1.1	Management and Administration	4
1.11.1.2	Project Schedule	5
1.11.1.3	Alternative Materials, Systems and Equipment	5
1.11.1.4	Presentations to the Public	5
1.11.1.5	Submission of Design Documents	5
1.11.1.6	Furniture Fixture and Equipment (FF&E Services)	6
1.11.1.7	Compliance with Codes, Ordinances, Rules and Regulations	6
1.11.1.8	Estimates of the Cost of the Work	6
1.11.1.9	Notice to Proceed	6
1.12	Pre-Design/Master Site Planning Services	7

Paragraph	Description	Page
1.13	Schematic Design Phase	7
1.13.1	Submission of Schematic Design Documents	7
1.13.2	SFD Schematic Design Final Review	8
1.14	Design Development Phase	8
1.14.1	Submission of Design Development Documents	8
1.14.2	Contents of Design Development Documents	9
1.14.3	SFD Design Development Review	9
1.15	Construction Documents Phase	9
1.15.1	Submission of Construction Documents	9
1.15.2	Contents of Construction Documents	10
1.15.3	Testing and Inspection Procurement Assistance	11
1.16	Revised Construction Documents	11
1.16.1	Submission of Revised Construction Documents	11
1.16.2	Approval of Revised Construction Documents	11
1.17	Bidding or Negotiating Phase	12
1.17.1	Notice to Proceed	12
1.17.2	Written Authorization to Proceed With Bidding or Negotiations	13
1.18	Construction Phase	15
1.18.1	Administration of Contract	15
1.18.2	Architect as Representative	15
1.18.3	On-Site Observations	15
1.18.4	Review of Documents	16
1.18.5	Change Orders	16
1.18.6	Inspection of Work	16
1.18.7	Payments to Contractors	16
1.19	Project Completion	16
1.19.1	Substantial Completion	16
1.19.2	Verify Completeness of Work	16
1.19.3	Completeness of Lists	17
1.19.4	Warranties and Operating Manuals	17
1.19.5	Balance Due to Contractor	17
1.19.6	Liens and Releases	17
1.19.7	Updated Record Drawings	17
1.19.8	Operating and Maintenance Manuals and Training of Owner Staff	17
1.20	Warranty Work	17

Paragraph	Description	Page
1.20.1	Warranty Period	17
1.20.2	Review Meeting	17
1.20.3	Defects in Work	18
1.20.4	Claims and Disputes	18
SECTION 2 - ADDITIONAL ARCHITECTURAL SERVICES		
2.1	In General	18
2.1.1	Grants and Loan Documents	18
2.1.2	Financial Feasibility	18
2.1.3	Verify Facilities Information	18
2.1.4	Future Services	18
2.1.5	Revisions	18
2.1.6	Special Consultants	18
2.1.7	Extended Services	18
2.1.7.1	Damage by Natural Causes	18
2.1.7.2	Defective Work	18
2.1.7.3	Default	18
2.1.8	Litigation	18
2.1.9	Other Services	18
SECTION 3 - OWNER'S RESPONSIBILITIES		
3.1	Details of the Project	19
3.2	Pertinent Information	19
3.3	Surveys and Inspections	19
3.4	Easements	19
3.5	Professional Services	19
3.6	Notice	19
3.7	Identification of Representative, Attendance at Meetings, and Responsiveness to Requests for Information	19
SECTION 4 - PAYMENTS TO ARCHITECT		
4.1	Payments for Services and Expenses	19
4.1.1	Basic Services	19
4.1.1.1	Stipulated Fixed Maximum Fee	19
4.1.1.1.1	Architect Compensation Elements	19
4.1.1.1.1.1	Direct Personnel Expense	19
4.1.1.1.1.2	Direct Personnel Expense Hourly Rate	20
4.1.1.1.1.3	Preparation of Proposed Efforts Schedule	20

Paragraph	Description	Page
4.1.1.1.3.1	Identity and Number of Personnel	20
4.1.1.1.3.2	Hours Per Month	20
4.1.1.1.3.3	Hourly Rates	20
4.1.1.1.3.4	Maximum Cost for Each Position	20
4.1.1.1.4	Final Efforts Schedule and Maximum Personnel Expense	20
4.1.1.1.5	Calculation of Architect's Actual Compensation for the Project	21
4.1.1.1.6	Adjustment of Final Efforts Schedule for Changes in the Work and Schedule	21
4.1.2	Additional Services	21
4.1.3	Payment for Reimbursable Expenses	21
4.2	Definitions	21
4.2.1	Additional Services	21
4.2.1.1	Consultants	21
4.2.1.2	Revisions to Plans	21
4.2.2	Reimbursable Expenses	21
4.2.2.1	Transportation	21
4.2.2.2	Fees	21
4.2.2.3	Other Expenses	21
4.3	Times of Payment	22
4.4	Period of Repose	22
SECTION 5 - GENERAL CONSIDERATIONS		
5.1	Termination	22
5.2	Ownership of Documents	22
5.3	Indemnification	22
5.4	Insurance	23
5.4.1	Professional Liability Insurance	23
5.4.2	Worker's Compensation Insurance	23
5.4.3	General Public Liability Insurance	23
5.4.4	Notice of Cancellation	23
5.4.5	Providing Insurance Policies	23
5.5	Hazardous Materials or Toxic Substances	23
5.6	Non-Solicitation of Agreement	23
5.7	Claims for Consequential Damages	23
5.8	Commencement of Claims and Causes of Action	23
5.9	Nondiscrimination	24
5.10	Exclusion of Persons with Criminal Records	24

Paragraph	Description	Page
5.11	Ethics	24
5.12	Sovereign Immunity	24
5.13	Force Majeure	24
5.14	Independent Contractor	24
5.15	Kickbacks	25
5.16	Notice	25
5.17	Severability	25
5.18	Waiver	25
5.19	Warranty	25
5.20	Successors and Assigns	25

This Agreement made by and between **Campbell County School District No. 1**, hereinafter called "District" and **Arete Design Group**, hereinafter referred to as "Architect"; with the Wyoming State Construction Department (SCD), School Facilities Division (SFD), a third party beneficiary of this Agreement.

District and Architect, in consideration of the mutual covenants herein set forth, agree as follows:

SECTION 1 – BASIC SERVICES

1. Parties to the Contract.

1.1. The "Owner." The "Owner" referred to in this Agreement is **Campbell County School District No. 1, PO Box 3033, Gillette, WY 82717**, (District), as the primary contracting party, and the Wyoming State Construction Department (SCD), School Facilities Division (SFD), as the third party beneficiary thereof. The SCD is an agency of the State of Wyoming with governance over the design specifications and funding for the capital construction project that is the subject of this Agreement. Significant funding for this Project will be provided by the SCD. Approval of the SCD is required by Wyoming law for significant portions of the responsibilities assigned to the "Owner" by the contract documents. To facilitate the relationship established by law between the District and the SCD, all references to "Owner" in this Agreement shall be read to include the District and the SCD in their respective capacities in the exercise of the powers and responsibilities granted to the District in cooperation with and upon the approval of the SCD. References to the District herein shall include the Board of Trustees and administration of the District and references to the SCD herein shall include the Department as well as all SCD planning, design, and construction staff and administration.

1.2. The "Architect." The Architect referred to in this Agreement is **Arete Design Group, 45 E Loucks St. #301, Sheridan, WY 82801**. References to the Architect herein shall include all planning, design and construction administration personnel dedicated to the Project.

1.3. In General. Architect agrees to perform the following professional Architectural services in connection with the project described herein:

1.3.1. Architect's Licensure, Professional Commitment, and Dedicated Personnel. The Architect shall provide professional building design and construction administration services that meet the following requirements for licensure, professional commitment, and dedication of personnel to the Project, to-wit:

1.3.1.1. Certification. The Architect personnel designated as the principal-in-charge shall at all times during the term of this Agreement hold all appropriate licensure required by the State of Wyoming to perform professional services as an architect.

1.3.1.2. Professional Commitment. The Architect will at all times demonstrate in the performance of architectural services for the Project under this Agreement a professional commitment to the Owner. For purposes of this Agreement a "professional commitment" means a position of advocacy and trust on the part of the Architect for the benefit of the Owner to deliver the Project designed with materials and systems of appropriate functionality and durability to meet the educational program of the District as established by the Owner, constructed of the highest quality materials and by qualified labor according to the plans and specifications for the project prepared by the Architect, within the budget parameters designated for the Project, and within the schedule established for the Project by the Owner.

1.3.1.3. Assigned and Dedicated Personnel. The Architect has been selected based upon the firm's qualifications for the Project, which qualifications relate specifically to the unique and special skills and

professional design and engineering experience of the personnel of the Architect assigned and dedicated to the Project for its term. A material consideration in the selection of the Architect was the representation by the Architect to the Owner that the personnel identified during the selection process as assigned and dedicated to the Project will be available and assigned to the Project through the completion of all Architect services required under this Agreement. The removal, replacement, resignation, incapacity or death of assigned and dedicated personnel of the Architect may be deemed by the Owner to constitute a material breach of this Agreement. The Architect's personnel assigned and dedicated to the Project shall not be removed or replaced without the Owner's consent, which consent will not be unreasonably withheld. The failure of the Architect to obtain such consent of the Owner to remove or replace assigned and dedicated personnel or the resignation of key personnel of the Architect without the consent of the Owner may be deemed by the Owner to constitute a material breach of this Agreement. The Owner shall have the right to direct the Architect to remove or replace any personnel whose performance becomes unsatisfactory to the Owner.

1.3.2. Project Team. The Project Team referred to in this Agreement is the Owner, the Architect, and general contractor or construction manager.

1.4. Work of the Project. The Work of the Project shall be the design of **Wagonwheel Elementary Re-Roof** ("the Project"). The Architect is required to meet with the Owner as required for program development, facility planning, design and specification review to establish the scope of the Work of the Project. Architect shall ensure adequate time is provided for review by the Owner prior to submission for approval of the Owner.

1.5. Scope of Services. The Project includes master planning services, the design and preparation of site and building plans, specifications for bidding and construction phase services for the Project in accordance with this Agreement. In the total planning process, consideration is to be given for future additions. A graphic recommendation of locations is to be provided on the Architectural/engineering and site plans. Architect will serve as Owner's professional Architectural representative in those phases of the Project to which this Agreement applies and will give consultation and advice to Owner during performance of the Architectural services hereunder.

1.5.1. Development of Site Master Plan. This Project will include the development of a site master plan to support the educational specifications developed for the Project by the Owner. The site planning will include but is not limited to necessary utilities, services, activity field layout, service access areas, private vehicle parking, bus waiting and loading areas, landscaping and necessary city/state construction approval and permits.

1.5.2. Description of Basic Design Services. The Architect's basic services for the design and construction of the Project shall consist of the services derived logically from this Agreement and other services described herein, and any other services normally performed by an Architect employed to design and administer a project of this nature. Normal services for this Project includes but is not limited to demolition design, structural design and engineering, mechanical and electrical design and engineering, theater design, acoustical design, landscape design, food service design, information systems design, FF&E design and procurement, and on-site Architectural observation of construction not provided by the Owner as more particularly described in Exhibit "A" - Scope of Services. The scope of the Architect's basic services is to also include those Architectural services not described that are reasonable, consistent with, and necessary to provide the Owner with a complete and functioning facility. All of the Architect's services and documents of service shall comply with Exhibit "E"—SFD Design Guidelines, the restrictions and requirements of all governmental and quasi-governmental authorities, utility companies, fire underwriters, public authority, and other agencies and organizations

having jurisdiction over this Project in accordance with such codes, statutes, requirements, and regulations in effect at the time of the commencement of construction of the Project.

1.6. Construction Budget. The Construction Budget shall include the anticipated Cost of the Work of the Project established by the Owner as identified in Exhibit "B" - Project Budget and Summary. The Architect is responsible to design the Project within the total cost parameters of the Construction Budget.

1.7. Term of Contract. The term of this contract shall commence upon the date the last required signature is affixed hereto and continuing through the occurrence of one of the following events, whichever occurs first in time:

1.7.1. Extension of Contract. The approval by the SFD of the funding for the Project, and the completion of all services provided by the Architect for the Project under the terms of this Project. In such event, the term of this contract shall extend to one (1) year after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project(s) issued last in time. Any additional services to be provided by the Architect shall be determined by a separate contract or addendum to this Agreement. This Agreement shall not create a continuing contract for Architectural services for future building projects beyond the terms of this paragraph.

1.7.2. Termination of Contract. The termination of this Agreement according to its terms.

1.8. Method of Construction Delivery. The Owner intends the following procurement or delivery method for the Project:

1.8.1. [Check appropriate box(es)].

1.8.1.1. Design-Bid-Build (competitive bid of entire scope of the Work);

1.8.1.2. Construction management as advisor/agent under Wyoming Statute §16-6-701, with:

1.8.1.2.1. Multiple subcontracts bid after completion of construction documents; or,

1.8.1.2.2. Multiple subcontracts bid under accelerated "Fast Track Project" design and construction schedule.

1.8.1.3. Construction management at risk (CMAR) under Wyoming Statute §16-6-701; with:

1.8.1.3.1. Multiple subcontracts bid after completion of construction documents; or,

1.8.1.3.2. Multiple subcontracts bid under accelerated "Fast Track Project" design and construction schedule.

1.8.2. For purposes of the Agreement, the term "Fast Track Project" shall mean an Owner elected design and construction schedule that is accelerated to meet the Owner's facility needs which requires the bidding of the Work in multiple phases allowing the CMAR to begin construction prior to the completion of Construction Documents.

1.8.3. Should the Owner select the construction management delivery method under subparagraphs 1.8.1.2 and 1.8.1.3 above, the parties of this Agreement contemplate a project delivery scheme in which the Owner shall engage multiple Subcontractors or in which the Scope of Work is divided into multiple independent packages for bidding, negotiation, or construction including a Fast Track Project. The services of the Architect require the preparation of construction documents in a form to coordinate with

the subdivision of the Scope of Work into multiple independent packages for bidding and construction of the Work as determined by the SFD and the construction manager.

1.9. Cost of the Work. For purposes of this Agreement the “Cost of the Work” shall mean the total cost, or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and structural and mechanical components designed, specified, selected or specially provided for by the Architect, and construction management services, if any. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Project. The Cost of the Work does include freestanding furnishings and instructional equipment, the compensation of the Architect and the Architect’s consultants, the costs of the land, rights-of-way and financing or other costs that are included in the Owner’s overall cost of the Project.

1.10. Estimates of the Cost of the Work. The Architect shall provide cost estimating services to the extent required and provided for in the Architect’s efforts schedule provided for in Article 4 of this Agreement. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents in accordance with the educational specifications for the Project established by the Owner; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Construction Budget for the Cost of the Work within the fixed contingencies provided for in the Schematic Design, Design Development and Construction Documents phases of the Architect’s services under this Agreement. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

1.11. Design and Construction Administration Services.

1.11.1. General Provisions.

1.11.1.1. Management and Administration. The Architect shall manage the Architect’s services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall retain all consultants deemed necessary at Architect’s cost. If subsequent to the execution of this Agreement it is deemed necessary to retain additional or replacement consultants, the Owner shall participate in the selection of such professional consultants. The Architect shall coordinate the services provided by the Architect and the Architect’s consultants with those services provided by the Owner and the Owner’s consultants; the Owner shall endeavor to identify all such Owner consultants at the time of the execution of this Agreement.

In recognition that the Owner may employ the services of a commissioning agent for the Project, the Architect agrees to participate and require that the consultants to the Architect agree to participate in coordinating with the services of the commissioning agent, to cooperate with and provide information to the commissioning agent during the course of the Project, in order that the commissioning agent may perform the services that he has contracted for with the Owner, and to advise the Owner regarding efforts and results of working with the commissioning agent. Such cooperation shall include but not be limited to inclusion of the commissioning agent during the design and construction of the Project, providing information to the commissioning agent regarding the types, sizes, capacities, and manufacturers of the mechanical, electrical, plumbing, controls systems, components, and operational

sequences being considered for inclusion or included by the Architect and his consultants in the design of the Project. The commissioning agent may provide input and submit his opinion to the Architect and the Architect's consultants regarding the above mentioned design elements. However such participation by the commissioning agent shall not obligate the Architect or his consultants to alter their design to follow the opinion or recommendations of the commissioning agent, nor shall it relieve the Architect from his obligations to perform the services required under this Agreement.

1.11.1.2. Project Schedule. When Project requirements have been sufficiently identified, the Architect shall prepare, review and update on a monthly basis Project schedules that shall identify milestone dates for decisions required by the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and substantial completion of the Work of the Project. Such project schedules shall be prepared for the Schematic Design, Design Development, Construction Documents and construction phases of the Project as provided herein. The Architect shall prepare the following Project schedules:

1.11.1.2.1. An "Architect's Design and Construction Documents Schedule" for the services of the Architect and the Architect's consultants. This schedule may be extended by approval of the Owner, but only if due to causes not in the control of the Architect.

1.11.1.2.2. Critical Path Method (CPM) schedule identifying major activities for the bidding and construction of the Project, including all known or revealed Owner required milestones and constraints. On a monthly basis, review preliminary CPM schedule and provide report to Owner; provided, however, that in the event a construction manager is retained for the Project the preparation and maintenance of the CPM schedule may be assigned by the Owner to the construction manager, in which event the Architect shall review the CPM schedule for purposes of assuring that the Architect's Design and Construction Documents Schedule meets the requirements of the CPM for the Project.

1.11.1.3. Alternative Materials, Systems and Equipment. The Architect shall, in consultation with the Owner and construction manager, if any, consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design of the Project. Decisions regarding Alternative Materials and System and Equipment and collectively shall be documented in the evaluation and approval process outlined in 1.11.1.5 below.

1.11.1.4. Presentations to the Public. Upon request of the Owner, the Architect shall make presentations as necessary to explain the design of the Project to the Board of Trustees and the public. Unless otherwise agreed, the materials for such presentations shall be limited to those prepared as part of basic services for the phase of design services completed as of the date of the presentation.

1.11.1.5. Submission of Design Documents. The Architect shall submit design documents to the Owner at intervals appropriate to the design process and Project schedule for purposes of evaluation. With regard to design, materials or systems, the Architect shall be entitled to rely on approvals received in writing from the Owner in the further development of the design. Such submittals shall be prepared in the following intervals of the overall hours of design services incurred and invoiced:

1.11.1.5.1. 10% - Schematic Design phase;

1.11.1.5.2. 35% - Design development phase;

1.11.1.5.3. 60% - Construction documents phase to include completion of infrastructure construction documents, including landscaping, footings and foundations, masonry, metals, and mechanical/electrical divisions; and,

1.11.1.5.4. 95% - Construction documents phase to include all divisions of the Work; unless alternative intervals are agreed upon in writing by the Architect, Construction Manager (if any), and Owner subsequent to execution of this Agreement, and attached hereto as an addendum to Exhibit "A"- Scope of Services, including but not limited to adjustment of such intervals to meet the requirement of the provision of a Guaranteed Maximum Price by the Construction Manager for the Project (if any) or to meet accelerated "fast track" construction schedule requirements.

1.11.1.6. Furniture Fixture and Equipment (FF&E Services). The Architects effort schedule shall include, but not be limited to, the following FF&E which shall be developed at each of the design phases mentioned above and per this Agreement to include the following scope: Perform an inventory of existing FF&E to determine re-use opportunities; identify additional new FF&E needed to furnish spaces in each school; produce design layouts; prepare furniture specifications; showcase furniture products; prepare cost estimates; propose a marketing plan and contract documents to procure FF&E that are acceptable to the Owner; prepare bid packages; conduct bidding and negotiation of FF&E package(s); provide contract administration of the FF&E contract, to include but not be limited to, providing oversight of quality and quantity of products being delivered and installed; manage contract times; coordinate installation with the Construction Manager At Risk (if applicable); ensure overall contract compliance; review each FF&E pay application prior to it being forwarded to the Owner, oversee installation completion and contract closeout.

Architect shall comply with Wyoming Statute § 16-6-1001 (a)(iii) when procuring furniture and other moveable equipment. Bidding shall be done by competitive process based upon either (1) generic specifications, or (2) specifications addressing performance standards and functional requirements determined by the Owner, but shall not specify individual brands and / or manufacturers. Persons and firms who participate in the development of the FF&E specifications are not eligible to bid on the final bid package. A five percent (5%) preference shall be granted to Wyoming resident suppliers.

1.11.1.7. Compliance with Codes, Ordinances, Rules and Regulations. The Architect shall comply with, satisfy, and be subject to applicable codes, ordinances, rules, and regulations of any governmental authority having jurisdiction over the design and/or construction of the Project, including without limitation the Americans with Disabilities Act (ADA). The Architect shall assist the Owner in connection with the Owner's responsibility for filing the documents that are required for the approval of governmental authorities having jurisdiction over the Project.

1.11.1.8. Estimates of the Cost of the Work. The Architect shall prepare, review and update on a monthly basis an Estimate of the Cost of the Work throughout the Schematic Design, Design Development, Construction Documents and construction phases of the Project provided, however, that in the event a construction manager is retained for the Project the preparation and maintenance of the Estimates of the Cost of the Work may be assigned by the Owner to the construction manager, in which event the Architect shall review the Estimates of the Cost of the Work for purposes of assuring that the Architect's Design and Construction Documents meets the requirements of the Construction Budget. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Construction Budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project size, quality, or budget, and the Owner shall cooperate with the Architect in making such adjustments.

1.11.1.9. Notice To Proceed. The initiation of all pre-design/master site planning services for the Project are subject to approval of funding for that portion of the Project by the Owner. No portion of the Schematic Design, design development and construction documents phases of the Architect's service set forth in paragraphs 1.12 (Pre-Design/Master Site Planning Services), 1.13 (Schematic Design Phase), 1.14 (Design Development Phase), 1.15 (Construction Documents Phase), 1.16 (Revised Construction Documents), 1.17 (Bidding or Negotiating Phase), below for the Project shall proceed until the Architect receives a written Notice to Proceed from the Owner for each such phase of design services. Upon receipt of a written Notice to Proceed with each portion of the design phase services from the Owner, the Architect shall proceed with the provision of the design services for such phase as described herein.

1.12. Pre-Design/Master Site Planning Services. Upon receipt of written authorization by the Owner to proceed with the Pre-Design Phase Services, Architect shall assist the Owner with pre-design planning services, including educational programming/educational specifications and preliminary value analysis.

1.13. Schematic Design Phase. Upon receipt of written authorization by the Owner to proceed with the Schematic Design Phase, Architect shall prepare a Schematic Design submittal at the completion of TEN PERCENT (10%) of the overall hours of design services incurred and invoiced. The Schematic Design submittal shall include, at a minimum, the following:

1.13.1. Submission of Schematic Design Documents. The Architect shall provide Schematic Design documents based on the educational program established by the Owner, schedule and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. In addition the Architect shall perform the following duties:

1.13.1.1. Schematic Design Schedule: Prepare a schedule for the Schematic Design Phase tasks set forth in subparagraphs (b) through (g) below, to include milestone dates for each task and a specified date for completion of all design services under this section.

1.13.1.2. Preliminary Schematic Design Preparation Tasks:

1.13.1.2.1. Review the availability of utilities, including but not limited to electrical, storm and sanitary drainage, and gas and water services.

1.13.1.2.2. Review alternative studies to determine density, scale, and relationship of the various elements on the site.

1.13.1.2.3. Prepare an Architectural and engineering analysis based on soil and site conditions to evaluate alternative foundation solutions.

1.13.1.2.4. Prepare an analysis of traffic flows and patterns, develop proposed traffic entrance and egress locations and parking designs, and prepare similar studies for pedestrian traffic.

1.13.1.2.5. Review all applicable codes, ordinances, laws, rules, orders, regulations, statutes, and otherwise that may affect the Project, and review the Owner's program for conformance with all such codes, ordinances, laws, rules, orders, regulations, statutes, and otherwise.

1.13.1.3. Charrette and Educational Programming Summation Tasks:

1.13.1.3.1. Conduct charrette interview and interactive meetings with stakeholders in the Project identified by the Owner at times and locations that maximize participation and stakeholder input.

1.13.1.3.2. Prepare detailed summation of responses to charrette interviews and prepare illustrations of stakeholder consensus regarding educational programming and design ideas to incorporate such ideas into the Project.

1.13.1.3.3. Present summation of response to charrette interviews and resulting educational programming and design ideas to stakeholders, receive input from stakeholders, and modify charrette and educational program summary.

1.13.1.4. Educational Programming Tasks:

1.13.1.4.1. Based upon charrette and educational programming summary, prepare educational specifications for the project to include desired programming and space needs resulting in the completed Educational Specification for the Project.

1.13.1.4.2. Present the Educational Specifications for the Project to the Owner for review, comment and approval.

1.13.1.5. Schematic Design:

1.13.1.5.1. Prepare Schematic Design drawings, graphics and narratives within the SFD design guidelines demonstrating to the Owner options for potential educational programming and space solutions; such submittal to include, at a minimum: Site plan(s), floor plan(s), exterior elevations, narratives of major building systems and materials, proposed mechanical, electrical and structural systems and color sketch(s).

1.13.1.5.2. Prepare an initial Estimate of the Cost of the Work based up the Schematic Design using current area, volume, or similar conceptual estimating techniques.

1.13.1.6. Presentation of Completed Educational Specifications, Schematic Design and Cost Estimate Tasks: Present to the Owner and various stake holder groups, the Schematic Design, Educational Specifications and Cost Estimate for final review, comment and approval.

1.13.1.7. Value Engineering Tasks: If the Estimate of Cost of the Work at this phase exceeds the Construction Budget for the Project, the Architect shall recommend to Owner items of possible cost reduction to the scope of the Project or substitution of alternative materials, systems or procedures to bring the Schematic Design within Construction Budget. The Owner may choose to adopt a modification of the Construction Budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

1.13.2. SFD Schematic Design Final Review. Upon completion of Schematic Design process set forth above, the SFD shall conduct a final Schematic Design review to confirm that such designs are within the SFD design guidelines. Should the SFD determine that the Schematic Design does not meet the SFD's design guidelines; the Architect shall revise the Schematic Design documents without additional fee and resubmit to the Owner for confirmation of compliance with the SFD design guidelines. Upon confirmation of the compliance of the Schematic Design with SFD design guidelines, the Owner shall provide the Architect with written authorization to proceed with the Design Development Phase documents.

1.14. Design Development Phase. Upon receipt of written authorization by the Owner to proceed with the Design Development Phase services, Architect shall prepare a design development submittal at the completion of THIRTY-FIVE PERCENT (35%) of the overall hours of design services incurred and invoiced to include the following:

1.14.1. Submission of Design Development Documents. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval that has a projected cost of construction within the Construction Budget including a design contingency for additional cost of no more than TEN PERCENT (10%), and an estimating contingency for additional cost of no more than TEN PERCENT (10%).

1.14.2. Contents of Design Development Documents. The design development documents submittal shall include, at a minimum, the following:

1.14.2.1. From the approved Schematic Design Documents, prepare the Design Development Documents consisting of design criteria, drawings, outline specifications, and other documents to establish and describe the size and character of the entire Project and as to Architectural, structural, mechanical and electrical systems, materials, landscaping, and such other essentials as may be appropriate, and submit those documents for approval by Owner. The Design Development Documents shall be prepared after consultation with the Owner, and such other consultants as may be retained by the Owner for the Project.

1.14.2.2. Prepare a revised statement of the estimated Cost of the Work of the project based upon information developed in the design development documents.

1.14.2.3. Assist the Owner in developing and preparing detailed analysis of the long-term cost effectiveness of alternative design choices for the systems described in the Schematic Design Documents, and provide guidance as to the need to expedite the decision making process to avoid schedule delays and additional cost. All selections of alternative design choices for building systems shall be approved in writing by the Owner.

1.14.3. SFD Design Development Review. Upon completion of Design Development, the SFD shall conduct a Design Development review to confirm that such designs are within the SFD design guidelines. Should the SFD determine that the Design Development documents do not meet the SFD's design guidelines, the Architect shall revise the Design Development documents without additional fee and resubmit to the Owner for confirmation of compliance with the SFD design guidelines. Upon confirmation of the compliance of the Design Development documents with SFD design guidelines, the Owner shall provide the Architect with written authorization to proceed with the Construction Development Phase documents.

1.15. Construction Documents Phase. Upon receipt of written authorization by Owner, Architect shall proceed with the preparation of the Construction Documents. The plans, specifications, and the cost estimates are to be submitted to the Owner for review to check for completeness with special attention to possible omissions of authorized items, environmental protection, and ADA accessibility requirements. Architect shall prepare construction documents at the completion of SIXTY-FIVE PERCENT (65%) of the overall hours of design services incurred and invoiced. The construction documents submittal shall include, at a minimum, the following:

1.15.1. Submission of Construction Documents. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work that have a projected cost of construction within the Construction

Budget with no design contingency for additional cost and a Cost of the Work estimated contingency of no more than FIVE PERCENT (5%).

1.15.2. Contents of Construction Documents. More specifically, the Construction Documents phase shall include, at a minimum, the following:

1.15.2.1. On the basis of approved design development documents and estimates of the probable Cost of the Work, prepare construction documents including drawings and specifications in sufficient detail to be utilized in the construction contract documents; such construction documents to meet the following standards:

1.15.2.1.1. Construction plans must be prepared under the supervision of and stamped by an Architect licensed to practice within the State of Wyoming and include:

1.15.2.1.1.1. Complete detail for the construction of all elements of the Project building and exterior supporting facilities.

1.15.2.1.1.2. Coordinated drawings and specifications to eliminate omissions, conflicts, or ambiguities.

1.15.2.1.1.3. Conformance to all Owner comments, Value Engineering requirements, and Owner comments on previous design submittals.

1.15.2.1.1.4. Complete delineation of any alternate bid items, and substitutes designated as "Contractor's Option."

1.15.2.1.2. Technical Specifications are to be separated into titled sections by trade or specialty and, in conjunction with the plans, must include a complete identification of materials and equipment to be used and description of the methods of construction, installation, or application, as appropriate, for each type of work. Specifications must incorporate a clear and accurate description of the technical requirements of the material or product required in the completed Project. Such product descriptions shall not, in competitive bidding, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material or project specified or when necessary, may set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or uneconomical to develop a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance of other salient requirements of a specified item. In addition, a single manufacturer can be defined as a "Quality Standard" in the "Special Conditions" providing a statement is added that other manufacturers with a similar degree of quality will be acceptable. In all cases when a brand name is specified, the specific features of the named brand which must be met by the contractor must be clearly stated in the completed specifications.

1.15.2.1.3. The general specifications sections consisting of, but not limited to, instruction to bidders, conditions of contract, contract forms, special requirements, and bid forms are to be completed according to State contracting laws. Separate bid lines should delineate each component of the Project that is to be paid for using other than State funds.

1.15.2.2. Prepare the necessary bidding information, bidding forms, conditions of contract and in consultation with Owner's legal counsel, prepare the form of the contractual agreement between the Owner and the Contractor.

1.15.2.3. Furnish a revised estimate of the Cost of the Work and assist the Owner in determining the total Project cost, based upon the completed drawings and specifications. The Cost of the Work shall

mean the Architect's estimate of the Project's current cost of all elements of the Project designed or specified in the Construction Documents by the Architect. This shall be represented with respect to each phase of development, itemized by Construction Specifications Institute (CSI) divisions, and further defined by CSI division cost per gross square foot of the building. Architect's estimate shall include all items that would be included by the construction contractor in its bid to Owner. These items may include, but not be limited to, allowances of the construction contractor for field and home office overhead, labor, payment and performance bonds, insurance and profit. Architect's estimate represents the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Architect nor Owner has control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices or over competitive bidding; or market and negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bid or negotiated prices will not vary from the estimate of the Cost of the Work.

1.15.2.4. The estimated Cost of the Work shall be used as a final check that costs are within funding limitations or, alternatively, that a funding problem has developed and must be resolved before bidding authorization is granted.

1.15.2.5. Furnish adequate copies of the drawings and specifications in final form for final review and approval by the Owner.

1.15.3. Testing and Inspections Procurement Assistance. Upon the completion of the construction documents, the Architect shall assist the Owner in preparation of the testing and inspection procurement documents provided by the Owner. This shall include, but not be limited to, identifying all inspections that are required per the contract documents, identifying each specification section relating to the test required and identifying the estimated number of tests.

1.16. Revised Construction Documents. Upon receipt of written authorization by the Owner and approval of proposed revisions to the NINETY-FIVE PERCENT (95%) Construction Documents submittal by the SFD, Architect shall proceed with the preparation of the Revised Construction Documents. The plans, specifications, and the cost estimates are to be submitted to the Owner for review to check for completeness with special attention to possible omissions of authorized items, environmental protection, and ADA accessibility requirements. Architect shall prepare construction documents at the completion of ONE HUNDRED PERCENT (100%) of the overall hours of design services incurred and invoiced. The construction documents submittal shall include, at a minimum, the following:

1.16.1. Submission of Revised Construction Documents. Based on the Owner's approval of the NINETY-FIVE PERCENT (95%) Construction Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Revised Construction Documents for the Owner's approval. The Revised Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work that have a projected cost of construction within the Construction Budget with no design contingency for additional cost and a Cost of the Work estimated contingency of no more than FIVE PERCENT (5%).

1.16.2. Approval of Revised Construction Documents. Architect shall, prior to the solicitation of bids, submit two (2) copies of the final Revised Construction Documents, one to the Owner and one to the SFD as a record file of the actual Project that is to be constructed. These revised construction documents shall incorporate all comments of the SFD, Value Engineering requirements, and Owner reviews throughout the design phase, and shall include the following:

1.16.2.1. Revised Construction Documents for the Project consisting of plans and specifications and other standard documents furnished by Architect, including, but not limited to,

1.16.2.1.1. Sample contract between Owner and Construction Contractor, the General Conditions, any Supplemental General Conditions required, the form of Performance Bond, the form of Labor and Materials Payment Bond, and the Invitation to Bidders, all of which set forth in detail the requirements for construction of the Project.

1.16.2.1.2. Working drawings, specifications, general conditions and supplementary general conditions, information for bidders, bid proposal, addenda, and Owner-Construction Contractor Contract, developed to set forth in detail all aspects of design, function, construction, and administration, and will be used for estimating the cost of the Project, securing bids for constructing the Project, and for use by the contractor in construction of the Project.

1.16.2.1.3. Revised Construction Documents in compliance with building codes, ordinances, and all regulatory and governmental authorities and laws that are applicable at the time Architect renders services for the Project are required before project bids are received and opened. Incorporation of all revisions deemed necessary by reviewing agencies shall be incorporated by means of addenda.

1.16.2.1.4. Proposal forms and other documents in such detail as may be required to obtain competitive bidding for the Project or any division of the Project. Such documents shall incorporate Owner standard documents and documents of appropriate authorities and lending agencies as furnished by Owner.

1.16.2.1.5. Prepare and submit, for Owner approval, a written estimate of the Cost of the Work. The Cost of the Work shall mean the Architect's dated estimate of the Project's current cost of all elements of the Project designed or specified in the Construction Documents by the Architect. This shall be represented with respect to each phase of development, itemized by Construction Specifications Institute (CSI) divisions, and further defined by CSI division cost per gross square foot of the building. Architect's estimate shall include all items that would be included by the construction contractor in its bid to the Owner. These items may include, but not be limited to, allowances of the construction contractor for field and home office overhead, labor, payment and performance bonds, insurance and profit. Architect's estimate represents the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Architect nor Owner has control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices or over competitive bidding; or market and negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bid or negotiated prices will not vary from the Cost of the Work.

1.17. Bidding or Negotiating Phase. The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing contracts for construction; and, (5) responding to any disputes from bidders.

1.17.1. Notice To Proceed. All work of the Project is subject to approval of funding for that portion of the Project by the SFD. No portion of the Project shall proceed to the bid phase until the Architect and Construction Manager, if any, receive a written Notice to Proceed with the Work from the SFD. Upon receipt of a written Notice to Proceed with the Work from the Owner, the Architect, in conjunction with the construction manager, if any, shall initiate the Competitive Bidding process set forth at paragraph 3.7.2. below.

1.17.2. Written Authorization to Proceed With Bidding or Negotiations. Upon specific written authorization to proceed with the bidding or negotiations phase, the Architect will (in conjunction with a construction manager, if any):

1.17.2.1. The regular manner established by the Owner for advertising for bids and Proposals for all contracts for the construction of all improvements and work listed for the Project shall be by: (1) preparing invitations for bids and proposals and proposed contract documents; (2) publishing public notice which includes the general nature of the proposed work, fixes the hour, date, time and location of the Owner offices where such bids and proposals shall close, or be received or opened, and provides the name and telephone number of a person to be contacted by anyone interested in submitting a bid and proposal to contract for such work in the Casper Star-Tribune, the Wyoming Tribune-Eagle, a newspaper of general circulation in the District, and construction industry "plan rooms" including the Wyoming Plan Service, at least thirty (30) days prior to bid and proposal opening which shall include uploading all bidding documents to Questcdn.com where the Architect will be responsible to administer all bidding activities through the site; (3) establishing evaluation criteria, interview and selection procedures which may include consultations with one or more bidders according to the requirements of any federal, state, and local laws applicable; and (4) preparing, signing, executing and delivering all documents, and taking or causing to be taken all other necessary or appropriate action to complete the bidding and proposal process for each contract; and that the above shall and is hereby determined to be the regular manner established by the Owner for advertising for bids and proposals for all contracts for the Project.

1.17.2.2. Be present at and conduct all pre-bid conferences.

1.17.2.3. The Architect shall upload all bidding documents to Questcdn.com as directed by the SFD. The Architect shall distribute the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders.

Upon award of a contract for construction to a contractor the Architect shall pay for, coordinate printing, and distribute the final set of contract documents bearing the seal and the signature of the Architect/Engineer to the perspective parties as listed in the table.

The Architect acknowledges that prior to distributing any documents the Architect shall have received a letter from all authorities having jurisdiction verifying that the Bid Documents and all addenda, value engineering recommendations and all other changes to the bidding documents are in compliance with all applicable local, state, and federal codes.

Document Distribution Schedule

Type of Project	Documents	Number of Copies Required By:		
		School District	Wyoming SFD	Gen. Contractor
Component	Full Size Plans	3	1	10
	Half Size Plans	3	1	10
	Set of Specifications	3	1	10
Elementary School	Full Size Plans	3	1	30
	Half Size Plans	3	1	30
	Set of Specifications	3	1	30
Middle School	Full Size Plans	3	1	40
	Half Size Plans	3	1	40
	Set of Specifications	3	1	40
High School	Full Size Plans	3	1	50
	Half Size Plans	3	1	50
	Set of Specifications	3	1	50

1.17.2.4. Arrange for publication of advertisement for bids, which publication shall fix the location, date and hour upon which the bids shall be returned or received, and the date, hour and location the bids will be opened, and that the bids shall be opened in the presence of the bidders, or representatives of the bidders, when the hour is reached for the bids to close.

1.17.2.5. Prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

1.17.2.6. Prepare addenda and clarification documents, interpret construction documents, and consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

1.17.2.7. In the absence of a construction manager for the Project, request all prospective Contractors and/or Subcontract bidders that they will provide all information requested of bidders on the Work required by the Owner in the bid documents.

1.17.2.8. Be present at and conduct all bid openings as needed. Assure that (1) all bid openings are held at the locations specified in the notice to bidders, on the date and at the hour at which such bids are specified to close, or be received or opened; (2) such bids are immediately and simultaneously opened in the presence of the bidders, or representatives of the bidders and read aloud and available for inspection by the public; and (3) subsequent to each bid opening, the documentation and distribution of the bid results, as directed by the Owner.

1.17.2.9. In consultation with the Owner (and Construction Manager, if any), evaluate each bid and bidder, including alternative proposals provided in the contract documents, and assist the Owner in determining which bids will be accepted as the lowest responsible bid for those portions of the Work being bid. For purposes of this Agreement, the term "lowest responsible bidder" shall mean financial

responsibility, the general ability and capacity of the bidder to perform the Work, the bidder's facilities and suitability for the task, and those qualities which the bidder must necessarily have in order to be able to perform the contract strictly in accordance with its terms. Upon completion of the investigation of the lowest qualified bidders as suitable and qualified for the Project the Architect shall provide to the Owner an award recommendation letter that ensures that the contract shall be let to the responsible certified resident contractor making the lowest bid if the certified residents bid is not more than 5% higher than that of the lowest responsible non-resident bidder.

1.17.2.10. Assist the Owner in preparing the construction contract in consultation with legal counsel for the Owner.

1.17.2.11. In the event that the lowest bona fide bid for the work, or portion thereof under a multiple subcontract form of construction delivery, is in excess of the latest estimate of the Cost of the Work provided by the Architect, then the Architect agrees with the Owner's cooperation to revise the drawings and/or specifications and/or details and/or scope of the Project as directed by the Owner on a timely basis, so that a proposal or proposals may be received within the estimate of the Cost of the Work as approved by the Owner. In the event that the Architect is responsible for the Final Pre-Construction Estimate of the Cost of the Work without the services of a construction manager, the Architect shall provide all redesign services hereunder as Basic Services, and the Architect's responsibility therefore shall be limited to the provision of such redesign services. In the event that a Construction Manager is responsible for the estimate of the cost of the Work of a construction manager, the Architect shall provide all redesign services hereunder as Additional Services, and the Architect's responsibility therefore shall be limited to the provision of such redesign services.

1.18. Construction Phase. The construction phase will commence with the award of the construction contract and will terminate with the one year warranty period on the Project as per the construction contract documents. The one (1) year warranty period shall run from the date of the issuance of the Certificate of Substantial Completion. During the construction phase, the Architect will:

1.18.1. Administration of Contract. Provide for administration of the contract for construction set forth in the construction contract.

1.18.2. Architect as Representative. As a representative of the Owner during the construction phase, advise and consult with the Owner. The Owner's instruction and directions to the contractor shall be forwarded through the Architect. In accordance with the contract documents, the Architect shall have authority to act on behalf of the Owner, except as the Owner may in writing from time to time direct.

1.18.3. On-Site Observations. Visit the site at intervals appropriate to the stage of construction to observe the progress and quality of the executed work and determine, in general, if the work is proceeding in accordance with the contract documents. In carrying out this responsibility the Architect shall make on-site inspections not less than one (1) occasion per week and on the milestone dates for phases of the Project to check the quality and quantity of work on the Project. When observing the progress of the Project or when making inspections of the work on the Project, the Architect shall not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incident thereto. Architect's efforts shall be directed toward Owner identifying non-compliance by the Contractor with the requirements of the contract documents. Architect shall not be responsible for Contractor's failure to perform the construction work in accordance with the contract documents. During such visits and on the basis of Architect's on-site observations as an experienced and qualified design professional, Architect shall keep the Owner informed of the progress of the work,

shall alert the Owner to defects and deficiencies in the work of the Contractor and may disapprove or reject work that fails to conform to the contract documents.

1.18.4. Review of Documents. Review and approve, or take other appropriate action in respect to shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the Contractor is required to submit but only for conformance with the design concept of the Project and in compliance with information given in the contract documents. The Architect shall receive, review for general conformance, and forward to the Owner maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) as required by the contract documents.

1.18.5. Change Orders. Issue all instructions of Owner to Contractor and prepare change orders as required for submission to the Owner. Requested change orders shall include the Contractor costs. In the event a change order is required by error of the Architect, no fees shall be paid to Architect for changes in plans or specifications or the change orders.

1.18.6. Inspection of Work. As Owner's representative, the Architect shall have the authority to require specific inspections or testing of work, whether or not fabricated, installed or completed. The Architect shall construe the terms and conditions of the contract documents and ascertain the adequacy of performance thereunder by the Contractor and advise the Owner with regard to the adequacy of the performance of the Contractor relating to the execution and progress of the work and all other matters and questions related thereto.

1.18.7. Payments to Contractors. Based on on-site observations and on review of Contractor's applications for payment and supporting data, review and authorize the amount owing to Contractor and approve, in writing, payment to Contractor in such amounts. Such approval for payment shall constitute a representation to Owner based on such observations and review that the work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to the evaluation of the work as a functioning Project upon substantial completion, to the results of the subsequent tests called for in the contract documents and to any qualifications stated in the approval). By approving the application for payment, Architect shall not be deemed to have represented that an examination has been made to determine how or for what purposes the Contractor has used the monies paid on account of the contract price.

1.19. Project Completion. As part of determining Project completion and issuing Certificates of Substantial Completion, the Architect shall:

1.19.1. Substantial Completion. Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager, if any, and Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.19.2. Verify Completeness of Work. Conduct one (1) substantial completion inspection and one (1) final inspection or however many is needed with the Owner and Contractor to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.19.3. Completeness of Lists. Author punch lists on the Project with Owner approval and verify punch list and warranty list work is completed.

1.19.4. Warranties and Operating Manuals. Review written guarantees, operating and maintenance instruction books, diagrams, charts, record drawings, and technical specifications required of the construction contractor and ensure delivery of such documents to the Owner.

1.19.5. Balance Due to Contractor. When the Work is found to be substantially complete, the Architect shall inform the Owner and Construction Manager about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.19.6. Liens and Releases. The Architect in conjunction with the Construction Manager shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

1.19.7. Updated Record Drawings. Promptly after the Owner records the Notice of Substantial Completion with the SFD, the Architect shall furnish the Owner, at no expense to the Owner, reproducible Record Drawings in a form approved by the Owner, and shall include all revisions made in the course of construction. The Architect shall also provide the Owner an electronic file of the Record Drawings in a computer program acceptable to the Owner. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted, "Record Drawings." The Architect may require the Contractor to maintain and update throughout the construction period a set of construction plans and specifications noting as-built conditions. The Architect shall rely on the accuracy of these documents in the preparation of as-built documents for submittal to the Owner.

1.19.8. Operating and Maintenance Manuals and Training of Owner Staff. The Architect shall on behalf of the Owner review the work of the contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

1.20. Warranty Work. Upon Notice of Completion, the Architect shall:

1.20.1. Warranty Period. Provide assistance, as requested by the Owner, to obtain from the construction contractor any refinement or adjustment to any equipment or system during the warranty period. Warranty period shall mean one (1) year from the date of Notice of Completion. During the warranty period, the construction contractor shall be responsible for damages resulting from defects in materials or workmanship of the Project. Assist the Owner in an eleven (11) month review of the completed work of the Project to determine if any operational deficiencies, material defects, or construction deficiencies exist that require correction.

1.20.2. Review Meeting. Upon request of the Owner, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Contractor to review the facility operations and performance.

1.20.3. Defects in Work. Make visits to the Project in response to Owner and/or SFD observation and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in

writing of deficient or defective work and consult with the Owner to provide satisfactory methods for their correction.

1.20.4. Claims and Disputes. Render prompt advice on claims, disputes, and other matters which may arise between Construction Contractor and the Owner relating to operations of and defects in the completed work of the Project.

SECTION 2 – ADDITIONAL ARCHITECTURAL SERVICES

2.1. In General. If authorized in writing by Owner, Architect will furnish or obtain from others, additional services of the following types which shall be paid for by the Owner in addition to compensation for basic services:

2.1.1. Grants and Loan Documents. Preparation of applications and supporting documents for governmental grants or loans in connection with the Project.

2.1.2. Financial Feasibility. Providing financial feasibility or special studies.

2.1.3. Verify Facilities Information. Services to make measured drawings or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by the Owner.

2.1.4. Future Services. Providing services relative to future facilities, systems and equipment which are not intended to be constructed as a part of the Project.

2.1.5. Revisions. Revision of previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of Architect, or causes other than error or omission of Architect or to meet the latest estimate of the Cost of the Work.

2.1.6. Special Consultants. Furnishing of services of special consultants for other than normal Architectural services incident to the Project.

2.1.7. Extended Services. Additional or extended services during construction made necessary by:

2.1.7.1. Damage by Natural Causes. Work damaged by fire or other casualty during construction.

2.1.7.2. Defective Work. A significant amount of defective or neglected work by the Contractor.

2.1.7.3. Default. Default by Contractor under the construction contract.

2.1.8. Litigation. Preparation to serve or serving as a witness for Owner in any litigation or other proceedings involving the Project, but not including any action in which the Architect is a party.

2.1.9. Other Services. Additional services in connection with the Project not otherwise included in this Agreement or not customarily furnished in connection with generally accepted Architectural practice.

SECTION 3 – OWNER'S RESPONSIBILITIES

- 3.1. Details of the Project. Provide information as to its requirements for the Project.
- 3.2. Pertinent Information. Assist Architect by placing at its disposal all available information pertinent to the site of the Project including previous reports, plans, and other data relative to the design and construction of the Project.
- 3.3. Surveys and Inspections. Furnish Architect with property, boundary, right-of-way, topographic and utility surveys, core borings, probings and subsurface explorations, laboratory tests and inspections of samples and materials.
- 3.4. Easements. Guarantee access to and make provisions for Architect to enter on public or private lands as required in the performance of services under this Agreement.
- 3.5. Professional Services. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- 3.6. Notice. Give prompt notice to Architect whenever Owner observes or otherwise becomes aware of any defect in the Project.
- 3.7. Identification of Representative, Attendance at Meetings and Responsiveness to Requests for Information. Identify project representatives, assure that representatives of the Owner attend all meetings, and provide timely response to Architect inquiries or requests for information.

SECTION 4 – PAYMENTS TO ARCHITECT

- 4.1. Payments for Services and Expenses.
 - 4.1.1. Basic Services. For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
 - 4.1.1.1. Stipulated Fixed Maximum Fee. The Architect's fixed maximum fee for the Project shall be **Thirty Six Thousand DOLLARS AND 00/100'S (\$36,000.00)**, (hereinafter "Fixed Maximum Fee") unless this contract is terminated. This contract sum is not based upon the construction cost of the Project in accordance with Wyo. Stat. § 9-2-1032(e). The personnel performing architectural services, the hours dedicated to each phase of the Project to be paid from the Architect's fixed maximum fee for each phase of the Project, and payment by the Owner therefore, shall be determined as follows:
 - 4.1.1.1.1. Architect Compensation Elements. The Architect's compensation shall be subject to the foregoing Fixed Maximum Fee expressed as the Maximum Personnel Expense with compensation paid based upon actual hours worked by the Architect's personnel approved for the Project by the Owner, which shall represent the total amount to be paid to the Architect for services under this Agreement. The components to determine the actual amount paid for Architect services for the Project are as follows:
 - 4.1.1.1.1.1. Direct Personnel Expense. "Direct Personnel Expense" is defined as the direct hourly cost of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory

employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions, benefits, overhead and profit.

4.1.1.1.1.2. Direct Personnel Expense Hourly Rate. “Direct Personnel Expense Hourly Rates” is the cost of the Direct Personnel Expense of the Architect expressed in an hourly contract man-hour rate for the Architect professional staff services and billed support staff identified on the negotiated Efforts Schedule. Direct Personnel Expense hourly rates shall be used for pricing the level of effort for the Architect services to be provided for the Project. The rates for each classification of position or discipline proposed by the Architect as necessary to perform the services of Architect according to this Agreement shall include the actual Direct Personnel Expense for the personnel proposed to be assigned to the Project. The Architect shall provide a matrix of the classifications of positions and disciplines proposed for the Project and the skills, experience and education necessary to same and the Direct Personnel Expense hourly rate for each such classification of employee or position so described; such matrix being set forth on EXHIBIT “C” – DIRECT PERSONNEL EXPENSE HOURLY RATES, attached hereto and incorporated herein by this reference.

4.1.1.1.1.3. Preparation of Proposed Efforts Schedule. The Architect shall prepare an Efforts Schedule for the Project which shall state:

4.1.1.1.1.3.1. Identity and Number of Personnel. The identity and number of each classification of positions and disciplines of the Architect’s personnel proposed for the Project;

4.1.1.1.1.3.2. Hours Per Month. The anticipated number of hours per month for each of the classification of positions and disciplines of the Architect’s personnel proposed for the Project;

4.1.1.1.1.3.3. Hourly Rates. The hourly Direct Personnel Expense rates to be charged to the Owner for each of the classification of positions and disciplines of the Architect’s personnel proposed for the Project;

4.1.1.1.1.3.4. Maximum Cost for Each Position. The proposed maximum cost for each position proposed by the Architect for the Project calculated on the following formula: Total Anticipated Hours x Direct Personnel Expense Hourly Rate = Total Anticipated Cost.

4.1.1.1.1.4. Final Efforts Schedule and Maximum Personnel Expense. Upon completion of the Efforts Schedule, the Architect will meet with the Owner and review the Proposed Efforts Schedule and Direct Personnel Expense Hourly Rates, and negotiate and agree upon the positions and personnel in each classification to be assigned to the project and the hours and hourly rate for each such position to be included in the Final Efforts Schedule in light of the overall Construction Budget and scope. The Efforts Schedule shall specifically provide for a minimum of FIVE PERCENT (5%) and a maximum of TEN PERCENT (10%) of the total personnel hours for the Project to be dedicated to the Project Completion and Warranty Work services to be provided by the Architect, which shall be separately identified and set off as a dedicated portion of the Architect’s maximum fee amount which shall be available to compensate the Architect for such services; notwithstanding any other provision hereof, fees for such Project Completion and Warranty Work service shall not be invoiced by the Architect or paid by the Owner until after the eleven (11) month walk through for the Project and acceptance of the Project by the Owner. The Owner and Architect shall then execute the Final Efforts Schedule and Maximum Personnel Expense which shall be attached to this Agreement as EXHIBIT “D” - FINAL EFFORTS SCHEDULE AND MAXIMUM PERSONNEL EXPENSE, and is incorporated herein by this reference. The MPE Addendum attached to this Agreement shall establish the Maximum Personnel Expense (MPE) to be paid by the Owner for the services of the Architect’s personnel for the Project and shall be the basis for the Fixed Maximum Fee. Work shall not commence and no services shall be performed by the

Architect until the Addendum with the Final Efforts Schedule and Direct Personnel Expense hourly rates has been approved by the Owner and Architect, and fully executed by all necessary parties.

4.1.1.1.1.5. Calculation of Architect's Actual Compensation for the Project. Upon establishment of the MPE for the Project, the Architect's compensation for basic services shall be calculated by multiplying the stated Direct Personnel Expense Hourly Rates set forth in the Final Efforts Schedule, Exhibit "D", times the actual hours expended for each such personnel by discipline invoiced on a monthly basis, provided that the amount so invoiced shall not exceed the MPE for the phase of the Project for which the hours were incurred as set forth in the Efforts Schedule, Exhibit "D". The Architect, upon receipt of the Notice to Proceed from the Owner, will be allowed to bill 100% of the phase amount in the Final Efforts Schedule that has been approved.

4.1.1.1.1.6. Adjustment of Final Efforts Schedule for Changes in the Work and Schedule. Adjustments to the schedule for the Project on account of changes in the Work subsequent to the execution of the Agreement and MPE Addendum may be the basis for an adjustment of the Final Efforts Schedule and attendant Maximum Personnel Expense for such Project.

4.1.2. Additional Services. If the need for additional service of the Architect arises hereunder, the Owner will pay for additional services performed on the basis of an efforts schedule for such services negotiated with the Architect, with fees for the additional services calculated based upon the hourly rates for the Architect's personnel set forth on Exhibit "C".

4.1.3. Payment for Reimbursable Expenses. The Architects reimbursable expenses are included in the stipulated fixed maximum fee identified in paragraph 4.1.1.1.

4.2. Definitions.

4.2.1 Additional Services. "Additional Services" as used in this Section 4 shall mean any change in the services to be performed under this Agreement, including:

4.2.1.1. Consultants. Services required of the Architect's consultants, mutually agreed upon in writing, if required by circumstances beyond the Architect's control; and,

4.2.1.2. Revisions to Plans. Revision of the plans and specifications of the Project necessitated by:

4.2.1.2.1. a change in the instructions or approvals given by the Owner;

4.2.1.2.2. the enactment or revision of codes, laws or regulations or interpretations thereof by officials;

4.2.1.2.3. a significant change in the Project.

In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing any additional services; if the Owner determines that all or part of such additional services recommended by the Architect are not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation or permission to provide those services.

4.2.2. Reimbursable Expenses. "Reimbursable expenses" as used in this Section 4 shall include:

4.2.2.1. transportation. Expenses of transportation in connection with the Project, approved in writing by Owner.

4.2.2.2. Fees. Fees paid for securing approval of authorities having jurisdiction over the Project.

4.2.2.3. Other Expenses. Expenses of postage, long distance communications, reproductions of drawings, specifications and other documents, expenses of renderings, models and mock-ups requested by the Owner, special studies, advertising and lodging.

4.3. Times of Payment. Payments for services shall be made within forty-five (45) days of billing of Architect.

4.4. Period of Repose. If the services covered by this Agreement have not been completed within thirty-six (36) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein may be adjusted by mutual agreement.

SECTION 5 – GENERAL CONSIDERATIONS

5.1. Termination. This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms hereof through no fault of the terminating party by five (5) days written notice. This Agreement may be further terminated by either party upon thirty (30) days written notice. In the event of such termination, Architect shall be notified. In the event of such termination, Architect shall be paid in accordance with the provisions of Section 4. All notices referenced in this paragraph shall be sent to the address of the Owner or the Architect set forth on page 1 of this Agreement.

5.2. Ownership of Documents. All plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services (“Documents”) shall become the non-exclusive property to the Owner at the conclusion of the Project, or termination of the services of the Architect, whichever is earlier, and shall be delivered to the Owner clearly marked and identified and in good order. The Owner may use the Documents as it determines for other projects of the Owner or of which the Owner is a party, including, but not limited to, the construction of one or more like projects, without the approval of, or additional compensation to, the Architect. The Architect and the Architect’s consultants shall incur no liability for the Owner’s use or reuse of the Documents other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of construction documents for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. Further, the Owner hereby indemnifies and holds harmless the Architect and its consultants from any loss or damage, including attorney’s fee, incurred as a result of this provision. Pursuant to this paragraph, the Owner may retain other Architects, engineers and design professionals who may use the Documents for such purposes as the Owner determines. Notwithstanding any other provisions of this paragraph, the Owner shall not permit or convey the right to use the Documents to any third party.

Subject to the Owner’s rights of School Ownership of the Documents set forth above, the Architect shall hold all copyrights in the Drawings, Specifications, and other documents prepared by the Architect for this Project, and may use such documents, or any portion thereof, as the Architect deems appropriate. The Owner shall incur no liability for the Architect’s and the Architect’s consultants’ use or reuse of the Documents other than in connection with the Project unless the Owner is involved in the reuse project. Prior to the reuse of construction documents for a project in which the Owner is not also involved, the Architect and the Architect’s consultants shall remove and obliterate from such documents all identification of the Owner, including name and address.

5.3. Indemnification. The Architect agrees to indemnify and hold the Owner harmless from any damage, liability or cost, (including liability to third parties, reasonable attorney's fees and cost of defense) to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her consultants.

5.4. Insurance. Architect shall secure and maintain such insurance as will protect Owner, including the following:

5.4.1. Professional Liability Insurance. The Architect agrees to maintain professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate with a deductible not to exceed \$100,000 for a period from the date of this Agreement until thirty-six (36) months after Final Completion of the entire Project, if commercially available.

5.4.2. Worker's Compensation Insurance. Architect shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a company and in form satisfactory to Owner in the Maximum statutory liability amount to cover all employees engaged in work on the Project, naming Owner as additional insured.

5.4.3. General Public Liability Insurance. Architect shall purchase and maintain throughout the duration of this Agreement listing both the district and SFD as additionally insured, General Public Liability insurance with a company and in form satisfactory to Owner in the amount of \$1,000,000 for each occurrence, naming Owner as additional insured. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

5.4.4. Notice of Cancellation. Each of the insurance policies described in Paragraphs 5.4.1, 5.4.2 and 5.4.3 shall provide that insurance may not be cancelled or non-renewed without thirty (30) days prior written notice to Owner.

5.4.5. Providing Insurance Policies. Architect shall provide Owner with evidence of the above insurance prior to execution of this Agreement. At Owner's request, Architect shall provide Owner with full copies of the insurance policies required under Paragraphs 5.4.1, 5.4.2 and 5.4.3.

5.5. Hazardous Materials or Toxic Substances. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

5.6. Non-Solicitation of Agreement. The Architect warrants that Architect has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that Architect has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

5.7. Claims for Consequential Damages. The Owner hereby expressly reserves the right to claim consequential damages against the Architect for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement. For purposes of this paragraph, the term "consequential damages" shall mean those damages incurred by the Owner as a consequence of the negligence of the Architect. Such damages incurred by the Owner include injuries to persons or damage to property or economic loss.

5.8. Commencement of Claims and Causes of Action. The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law.

5.9. Nondiscrimination. Architect agrees that Architect will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to the regulation of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title, to the end that, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Owner receives federal financial assistance from the Department; and hereby gives assurance that Architect will immediately take any measure necessary to effectuate this Agreement. Architect further agrees that Architect will comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

5.10. Exclusion of Persons With Criminal Records. By signing this Agreement, the Architect does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each sub consultant performing the Work shall not assign any individual or agent to work on a project site located on or adjacent to an existing school building where students, staff and patrons are present any person identified as a registered sex offender under the laws of the State of Wyoming. The Architect does hereby agree on behalf of itself, and agrees to see that each sub consultant performing the Work shall authorize and give consent, and by signing an Agreement with the Owner agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

5.11. Ethics. Architect shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et. seq.) and any and all ethical standard governing Architect's profession.

5.12. Sovereign Immunity. The State of Wyoming and the Owner do not waive governmental immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

5.13. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

5.14. Independent Contractor. The Architect shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Owner or the State of Wyoming for any purpose. The Architect shall assume sole responsibility for any debts or liabilities that may be incurred by Architect in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Architect or its agents and/or employees to act as an agent or representative of or on behalf of the State of Wyoming, or Owner, or to incur any obligation of any kind on behalf of the State of Wyoming, or Owner. Architect agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Owner or State of Wyoming

employees will extend to the benefit of Architect or the Architect's agents and/or employees as a result of this Contract.

5.15. Kickbacks. The Architect certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Architect breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner, or deduct from the Contract price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

5.16. Notice. All notices or invoices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. All notices sent via the U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

5.17. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect, and either party may attempt to renegotiate the terms affected by the severance.

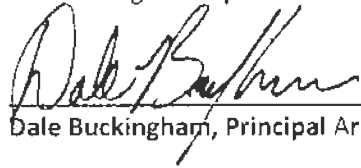
5.18. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

5.19. Warranty. Architect warrants that it has the ability to perform the agreed upon services; it shall provide suitable resources to perform work in accordance with this Contract; it will endeavor to provide the agreed upon services on a timely basis; it shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and it is responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by Architect under this Contract.

5.20. Successors and Assigns. Each of the parties to this Agreement binds its successors and assigns with respect to all covenants of the Agreement. This contract may not be assigned without the specific written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall be construed as giving any rights or benefits hereunder to anyone other than parties to this Agreement.

This Agreement entered into as of the day and year affixed to the signature of each party.

Arete Design Group:



Dale Buckingham

Digitally signed by Dale Buckingham
DN: cn=Dale Buckingham, o=Arete Design Group,
ou=Arete Design Group,
ou=Vice-President, cn=Dale
Buckingham,
date=2023.01.10 13:56:52-100

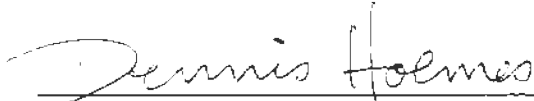
January 10, 2023

Dale Buckingham, Principal Architect

Signature

Date

Campbell County School District No. 1:



Dennis Holmes, Assoc. Superintendent

Signature

1-11-2023

Date

STATE OF WYOMING, STATE CONSTRUCTION DEPARTMENT, SCHOOL FACILITIES DIVISION:

DocuSigned by:



1/23/2023

Valerie Hughes, SFD Administrator

Signature

Date

Exhibit A – Scope of Services

Design Services

The Design Professional (Arete Design) shall provide the phases and services described herein in conjunction other services stipulated elsewhere within this Agreement. Owner will review deliverables at each phase to ensure project meets scope and budget. Owner will issue one of the following: Notice to Proceed to next phase, Notice to Proceed with comments, or reject and require resubmittal.

DEFINITIONS

Pre-Design Phase: The Pre-Design Phase is the stage in which the Owner's requirements are developed and documented in a Program Plan including, educational specifications, financial, time, and scope requirements of the Project. Site Analysis and Master Site Planning occurs at this time in order to determine limitations and requirements related to the site and the Project.

Schematic Design Phase: The Schematic Design includes the process of developing studies and design options which reflect the general scope, conceptual design, and the scale and relationship of architectural, structural mechanical, electrical, and landscape systems and other components of the Project, established in accordance the with the Owner's requirements, and the Program Plan if such exists.

Design Development Phase: The Design Development is when the size and character of the Project are further refined and described, including architectural, structural, mechanical, electrical, and landscape systems, materials, and such other elements as may be appropriate.

Contract Documents Phase: The Contract Documents establish the requirements for the Work of the Project, set forth in detail.

Bidding or Negotiations Phase: The Bidding or Negotiation Phase is the stage in which bids or negotiated proposals are solicited and obtained, and contracts are awarded.

Construction Phase: The Construction Phase is when the Work of the Project is performed by a Contractor.

Project Completion: Project Completion services relate to activities associated with Substantial Completion and final acceptance of the Project.

Warranty Work: Provides assistance to the Owner to obtain action from the Contractor to identify and correct defects or deficiencies in the Work.

Additional Services: Additional Services may be provided when requested by the Owner and only when authorized in writing by the Owner before services are started.

DESCRIPTION OF SERVICES

PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1. Project Administration services consisting of administrative functions including:
 - 1.1. Consultation
 - 1.2. Research
 - 1.3. Conferences
 - 1.4. Communications, including minutes of all meetings attended
 - 1.5. Travel
 - 1.6. Progress reports
 - 1.7. Direct the work of the Architect's in-house staff; manage other disciplines and /or consultants of the Architect
 - 1.8. Coordinate work assigned as required for the Architect to perform according to this Agreement
2. Retain, direct, and coordinate the work of special consultants of the Architect, as identified in the Request for Proposal
3. Manage disciplines and consultants; coordinate and check documents as it relates to the work of the Project, consisting of:
 - 3.1. Coordination between the architectural work and the work of engineering and other disciplines involved in the Project, whether employed by the Architect or the Owner
 - 3.2. Review and check documents prepared for the Project by the Architect and the Architect's consultants
4. Coordinate review and approval services of authorities having jurisdiction including, but not limited to:
 - 4.1. Agency consultations including Local, State, and Federal
 - 4.2. Research critical applicable regulations
 - 4.3. Prepare written and graphic explanatory materials
 - 4.4. Appearances on Owner's behalf at agency and community meetings

The services below apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving the Project plans, including:

 - 4.5. Local political subdivisions
 - 4.6. Planning boards
 - 4.7. County agencies
 - 4.8. Regional agencies

- 4.9. User organizations
- 4.10. Community organizations
5. Coordinate information and data supplied by the Owner, including:
 - 5.1. Review and coordinate data furnished for the Project
 - 5.2. Assist the Owner in establishing criteria
 - 5.3. Assist the Owner in obtaining data including, where applicable, documentation of existing conditions
6. Schedule development and monitoring services, including:
 - 6.1. Establish initial schedule for Architect's services, decision making, design, documentation, contracting and construction, based on determination of scope of Architect's services
 - 6.2. Review and update of previously established schedules during subsequent phases, as directed by the Owner
7. Preliminary estimate of cost of the work, including
 - 7.1. Prepare an estimate of the cost of the work
 - 7.2. Review and update the estimate of the cost of the work during subsequent phases
8. Detailed cost estimating services, as indicated otherwise in this Agreement and consisting of:
 - 8.1. Through each phase of design, provide a detailed estimate of the cost of the work; the final cost estimate shall be based on quantity take-offs and unit-cost pricing of materials, labor, tools, equipment, services, overhead, profit, and contingencies
 - 8.2. Continuous development during all phases of design and documentation, of an estimate of the cost of the work to reflect design changes that would cause a substantial change in the cost of the work, for the purpose of greater cost control, and reporting such occurrences to the Owner and SFD, culminating in a detailed estimate of the cost of the work
9. Value analyses to determine the most cost effective remedy for the Project
10. Presentation services consisting of presentations and recommendations by the Architect to the following:
 - 10.1. Owners
 - 10.2. Building committee(s)
 - 10.3. Staff committee(s)
 - 10.4. User group(s)
 - 10.5. Board of Trustees
 - 10.6. School Facilities Division (SFD) and School Facilities Commission (SFC)

11. Materials and systems testing relating to testing of components during construction for conformance with Contract requirements and consisting of:
 - 11.1. Establishing requirements
 - 11.2. Assist the Owner to procure testing services
 - 11.3. Monitoring testing
 - 11.4. Review analyses and reporting of test results

12. Demolition services consisting of:
 - 12.1. Prepare Contract Documents for demolition of existing structures
 - 12.2. Managing the bidding-negotiation-award process
 - 12.3. Providing field observation and general administration services during demolition

13. Assisting the Owner in selecting, retaining, and coordinating the professional services of surveyors, testing labs and other special consultants as designated

14. Evaluating relative feasibility of methods of executing the work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging, and identifying haul routes

PRE-DESIGN SERVICES

15. Program Planning services consisting of consultation to establish and document the following detailed requirements for the Project:
 - 15.1. Project background and history
 - 15.2. Design objectives, limitations, and criteria
 - 15.3. Development of gross square foot areas and space requirements
 - 15.4. Space relations and adjacencies
 - 15.5. Number of functional responsibilities and personnel
 - 15.6. Flexibility and expandability
 - 15.7. Special equipment and systems
 - 15.8. Site requirements
 - 15.9. Development of a Budget for the Work based on programming and scheduling studies
 - 15.10. Operating procedures
 - 15.11. Security criteria
 - 15.12. Communications relationships
 - 15.13. Project schedule
 - 15.14. Meetings to determine Owner requirements, possibly in the form of charrette(s) or working groups

- 15.15. Identify enhancements, cost associated with each and schedule impacts on the overall Project
 - 15.16. Educational Specifications
 - 15.17. Adherence to SFD guidelines
 - 15.18. Identity and itemize all Local, State, and Federal codes and regulations
16. Space schematics and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for:
- 16.1. Conversion of programmed requirements to net area requirements
 - 16.2. Internal functions
 - 16.3. Occupant, vehicular, and material flow patterns
 - 16.4. Space allocations
 - 16.5. Analysis of operating functions
 - 16.6. Adjacencies
 - 16.7. Special facilities and equipment
 - 16.8. Flexibility and expandability
 - 16.9. Enhancements
17. Existing Facilities Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a building program, and including but not limited to:
- 17.1. Photographs of existing conditions
 - 17.2. Field measurements
 - 17.3. Review of existing design data
 - 17.4. Analyses of existing structural capabilities
 - 17.5. Analyses of existing mechanical capabilities
 - 17.6. Analyses of existing electrical capabilities
 - 17.7. Review of existing drawings for critical inaccuracies and the development of required scale drawings
 - 17.8. Identification and analysis of code deficiencies and providing options for correcting deficiencies
18. Mock-up services relating to the construction of full-size details of components of the Project for study and testing during the design phases and consisting of:
- 18.1. Design and documentation for the required mock-up(s)
 - 18.2. Manage and coordinate pricing and contracting for mock-up services
 - 18.3. Construction administration of mock-up construction activities

19. Economic analysis and evaluation of the Project based on estimates of:
 - 19.1. Total Project cost
 - 19.2. Life Cycle Cost Analysis
 - 19.3. Cash flow estimates for design and construction services

SITE PLANNING AND DESIGN SERVICES

20. Site analysis to fix (establish) the site:
 - 20.1. Movement systems, traffic, and parking studies
 - 20.2. Topography analysis
 - 20.3. Analysis of the zoning and other legal restrictions

21. Utilities availability and systems:
 - 21.1. Studies of availability of construction materials, equipment, and labor including local labor availability
 - 21.2. Overall site analysis and evaluation
 - 21.3. Comparative site studies

22. Site Development Planning consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:
 - 22.1. Land utilization
 - 22.2. Ability to accommodate placement of the facilities and infrastructure for this Project, while observing required setbacks and maintaining compliance with the SFD guidelines
 - 22.3. Facilities development
 - 22.4. Development phasing
 - 22.5. Movement systems, circulation, and parking
 - 22.6. Utilities availability and systems
 - 22.7. Surface and subsurface conditions
 - 22.8. Ecological requirements; advise Owner if further ecological studies are required
 - 22.9. Deeds, zoning, and other legal restrictions
 - 22.10. Landscape concepts and forms

23. Detailed site utilization studies and site design consisting of detailed site analyses, based on the approved conceptual site development design and on information provided by the Owner, including:
 - 23.1. Land utilization
 - 23.2. Structures placement (including security concerns for adjacencies and site access)
 - 23.3. Facilities development

- 23.4. Development phasing
 - 23.5. Movement systems, circulation and parking
 - 23.6. Utilities systems
 - 23.7. Surface and subsurface conditions
 - 23.8. Review of soils report
 - 23.9. Vegetation
 - 23.10. Slope analysis
 - 23.11. Ecological studies; advise Owner if further ecological studies are required
 - 23.12. Deeds, zoning, and other legal restrictions
 - 23.13. Landscape forms and materials
 - 23.14. Master site planning services relative to future facilities which are not intended to be constructed as part of the Project during the Construction Phase
 - 23.15. Site drainage
 - 23.16. Flood plain review
24. On-site utility studies identifying existing utilities and additional utilities needed, and preparing designs:
- 24.1. Electrical service and distribution
 - 24.2. Gas service and distribution
 - 24.3. Water supply and distribution
 - 24.4. Sanitary sewer collection and disposal
 - 24.5. Storm water collection and disposal
 - 24.6. Central-plant mechanical systems
 - 24.7. Fire systems
 - 24.8. Emergency systems
 - 24.9. Security
 - 24.10. Pollution control
 - 24.11. Site illumination
 - 24.12. Communications systems, including fiber optic cable, phone, and television (cable, satellite, and/or closed circuit), if required
25. Off-site utility studies consisting of:
- 25.1. Confirmation of location, size and adequacy of utilities serving the site
 - 25.2. Determination of requirements for connections to utilities including tap fees

26. Environmental Studies and Reports consisting of:

- 26.1. Ecological studies; advise Owner if further ecological studies are required; assist in determining the need or requirements for environmental monitoring, assessment, and/or impact statements

27. Zoning processing assistance, consisting of:

- 27.1. Assistance in preparing applications
- 27.2. Development of supporting data
- 27.3. Preparing presentation materials
- 27.4. Attendance at public meetings and hearings

DESIGN SERVICES – SCHEMATIC DESIGN PHASE

28. During the Schematic Design Phase, including work of all disciplines and Consultants of the Architect, responding to program requirements and preparing:

- 28.1. Review of Project program and budget
- 28.2. Conceptual site and building plans
- 28.3. Preliminary sections and elevations
- 28.4. Preliminary determination of criteria; selection of building systems and materials, selection of alternative building systems and materials
- 28.5. Provide narrative Life Cycle Cost analysis, cost estimates, and comparison to available budget
- 28.6. Review of design for compliance with Wyoming School Facilities Commission School Design Guidelines
- 28.7. Graphic representations of various functional areas
- 28.8. Perspective sketch(es) required to determine and convey design intent and aesthetic
- 28.9. Graphic representations of various functional areas
- 28.10. Prepare the design and engineering for the project sign that shall be incorporated into the construction documents for the contractor to furnish and install. The project sign shall conform to the approved SFD signage design standards. The design requirements can be found on the SFD website at the following link <http://sfd.wyo.gov/resources/contracts>

29. Space allocation and utilization plans based on functional relationships; consideration of alternate materials, systems, and equipment; and development of conceptual design solutions for architectural, furniture, fixtures, and equipment (FF&E), mechanical, electrical, and equipment requirements in order to establish:

- 29.1. Partition locations
- 29.2. FF&E layouts, developed and bid in correlation with construction
- 29.3. Types and qualities of finishes and materials for FF&E

30. Structural materials and systems, analyses, and development of conceptual design solutions for:
 - 30.1. A predetermined structural system
 - 30.2. Provide alternate structural systems, for budget considerations

31. Mechanical design considerations of alternate materials, systems, components, and equipment, and development of conceptual design solutions for:
 - 31.1. Energy source(s)
 - 31.2. Energy conservation
 - 31.3. Heating and ventilation
 - 31.4. Air conditioning
 - 31.5. Plumbing
 - 31.6. Fire protection
 - 31.7. General space requirements
 - 31.8. Controls and monitoring
 - 31.9. Provide a narrative, Life Cycle Cost analysis, cost estimates, and comparison to available budget

32. Electrical design considerations of alternate systems; recommendations regarding basic electrical materials, systems, and equipment; analyses and development of conceptual solutions for:
 - 32.1. Power service and distribution
 - 32.2. Lighting and controls
 - 32.3. Telephones
 - 32.4. Fire detection and alarms
 - 32.5. Security systems
 - 32.6. Electronic communications
 - 32.7. Special electrical systems
 - 32.8. Provide a narrative, Life Cycle Cost analysis, cost estimates, and comparison to available budget

33. Civil design considerations of alternate materials and systems and development of conceptual design solutions for:
 - 33.1. On-site utility systems
 - 33.2. Fire protection systems
 - 33.3. Drainage systems
 - 33.4. Grading
 - 33.5. Paving

34. Landscape and irrigation system design consisting of consideration of alternate materials, systems and equipment; development of conceptual design solutions for land forms, lawns, and plantings; irrigation layout, based on program requirements, jurisdictional requirements, physical site characteristics, design objectives and environmental determinants for:
 - 34.1 Turf types and locations
 - 34.2 Tree and shrub types and locations
 - 34.3 Vegetation selection and xeriscaping
 - 34.4 Soil and climate characteristics
 - 34.5 Retaining wall treatments
 - 34.6 Play surfaces
 - 34.7 Irrigation

DESIGN SERVICES – DESIGN DEVELOPMENT PHASE

35. During the Design Development Phase, including work of all disciplines and Consultants of the Architect, consisting of continued development and expansion of Schematic Design Documents, additional drawings and project-specific outline Specifications or materials lists, and draft Project Manual to establish final scope and preliminary details to establish the final scope, relationships, forms, size, systems and materials, and appearance of the Project through:
 - 35.1. Plans, sections, and elevations
 - 35.2. Typical construction details
 - 35.3. Perspective sketch(es) or rendering(s) to illustrate design intent and aesthetic
 - 35.4. Study model(s)
 - 35.5. Final materials selection; provide a narrative, Life Cycle Cost analysis, cost estimates, and comparison to available budget
 - 35.6. Equipment layouts with clearances to ensure equipment can be properly maintained
 - 35.7. Document additive or deductive work to be bid as alternates for the purpose of budget control and enhancements to bid as alternates
 - 35.8. Prepare design documents in compliance with Wyoming School Facilities Commission School Design Guidelines
36. Interior design consisting of:
 - 36.1. Interior construction of the Project
 - 36.2. Special interior design features
 - 36.3. Furniture, fixtures, and equipment development with non-proprietary, non-sole source specifications

37. Structural design consisting of:

- 37.1. Basic structural system and dimensions
- 37.2. Final structural design criteria
- 37.3. Foundation design criteria
- 37.4. Preliminary sizing of major structural components
- 37.5. Critical coordination clearances

38. Mechanical design consisting of:

- 38.1. Approximate equipment sizes and capacities
- 38.2. Preliminary equipment layouts
- 38.3. Required space for equipment
- 38.4. Required chases and clearances
- 38.5. Acoustical and vibration control
- 38.6. Visual impacts
- 38.7. Energy conservation measures
- 38.8. Provide a narrative, Life Cycle Cost analysis, cost estimates and comparison to available budget; energy studies consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration
- 38.9. Consideration of alternate energy systems (i.e. wind, solar) for owners comparison to available budget

39. Electrical design consisting of:

- 39.1. Criteria for lighting, electrical, and communications systems
- 39.2. Approximate sizes and capacities of major components
- 39.3. Preliminary equipment layouts
- 39.4. Required space for equipment
- 39.5. Required chases and clearances
- 39.6. Provide a narrative, Life Cycle Cost analysis, cost estimates and comparison to available budget; energy studies consisting of special analyses of electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration
- 39.7. Consideration of alternate energy systems (i.e. wind, solar) for owners comparison to available budget

40. Civil design consisting of:

- 40.1. Utility systems
- 40.2. Fire protection systems
- 40.3. Drainage systems

40.4. Grading

40.5. Paving

41. Landscape and irrigation system design consisting of:

41.1. Turf types and locations

41.2. Tree and shrub types and locations

41.3. Vegetation selection and xeriscaping

41.4. Soil and climate characteristics

41.5. Retaining wall treatments

41.6. Play surfaces

41.7. Irrigation

41.8. Accessibility of snow removal equipment, snow and ice control, potential for drifts, and snow stockpiling

DESIGN SERVICES – CONTRACT DOCUMENTS PHASE

42. Contract documents consisting of preparing the detailed drawings, specifications, and design manual based on the approved Design Development Documents, setting in detail the construction requirements for the Project:

42.1. Confirm that all additive or deductive bid alternates for enhancements and/or budget control are included

42.2. Preparation and coordination of drawings, specifications, bidding documents, and schedules for out-of-sequence bidding or pricing of subdivisions of the work

42.3. Preparation and coordination of special drawings and specifications for obtaining bids or prices on alternate subdivisions of the work

42.4. Preparation and coordination of special drawings and specifications for obtaining alternate bids or prices on changes in the scope of the work

42.5. Preparation and coordination of drawings, specifications, bidding documents, and schedules for out-of-sequence bidding or pricing of subdivisions of the work; identify critical and long-lead items

42.6. Development and preparation of bidding and procurement information which describes the time, place and conditions of bidding, bidding forms

42.7. Development and preparation of the conditions of the Contract (general, supplementary, and other conditions)

42.8. Development and preparation of architectural specifications describing materials, systems and equipment, workmanship, quality, and performance criteria required for the construction of the Project

42.9. Coordination of the development of specifications by other discipline(s)

42.10. Compilation of the Project Manual including conditions of the Contract, bidding and procurement information, and specifications

- 42.11. Revisions to contract documents in the event the lowest bona fide bid for the work exceeds the latest estimate of the cost of the work provided by the Architect, and services required to re-bid or negotiate as determined by the Owner
- 42.12. Ensure contract documents are prepared in compliance with Wyoming School Facilities Commission School Design Guidelines

BIDDING OR NEGOTIATION SERVICES

- 43. Bidding and/or negotiation services consisting of:
 - 43.1. Organizing, coordinating, and handling Bidding Documents
 - 43.2. Upload bid documents to Quest CDN through the SFD and deliver hard copies to the Owner
 - 43.3. Organize and conduct pre-bid conferences
 - 43.4. Responses to questions from Bidders or proposers, and clarifications or interpretations of the bidding documents
 - 43.5. Attendance at bid opening(s); conduct bid opening and read bids if requested to do so by Owner
 - 43.6. Documentation and distribution of bidding results
 - 43.7. Assist Owner in negotiations and documentation of decisions, including: separate bids for materials, multiple bid packages, FF&E, and phased work

- 44. Addenda services consisting of preparing and distributing Addenda as may be required during bidding or negotiation and including supplementary drawings, specifications, instructions, and notice(s) of changes to the bid documents or bid process, including but not limited to:
 - 44.1. Incorporating changes as a result of reviews by authorities having jurisdiction, comments must be incorporated into an Addendum if not corrected on the bidding documents
 - 44.2. Analysis of alternates and/or substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by bidders or proposers either prior or subsequent to receipt of bids or proposals
 - 44.3. Participation in detailed evaluation procedures for building Systems proposals

- 45. Bid Evaluation services consisting of:
 - 45.1. Validating bids or proposals
 - 45.2. Conducting reviews of bids or proposals, including comparison to the project budget
 - 45.3. Evaluating bids or proposals, including apparent completeness
 - 45.4. Recommendation on award of Contract(s)
 - 45.5. Participation in negotiations prior to or following decisions on award of the Contract(s)
 - 45.6. Advise Owner of bid evaluation findings including bid tabulation sheet

46. Contract award services consisting of:

- 46.1 Notification of Contract Award(s)
- 46.2 Assistance in preparing construction contract Agreement forms for approval by Owner
- 46.3 Preparing and distributing of sets of Contract Documents for execution by parties to the Contract(s)
- 46.4 Receipt, distribution, and processing, for Owner's approval, of required certificates of insurance, bonds, and similar documents
- 46.5 Preparing and distributing to Contractor(s), on behalf of the Owner, notice(s) to proceed with the work

CONSTRUCTION ADMINISTRATION SERVICES

47. Submittal services consisting of:

- 47.1. Processing of submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents
- 47.2. Distribution of submittals to Owner, Contractor, and /or Architect's field representative as required
- 47.3. Maintenance of master file of submittals
- 47.4. Related communications
- 47.5. Observation services consisting of visits to the site as indicated in the Agreement and consisting of at least weekly visits and to determine in general if the work is proceeding in accordance with the contract documents, prepare construction progress photography, related reports and communications, and submit to the Owner and Contractor; the Architect's Consultants shall assist the Architect and accompany the Architect on site visits at critical times of construction progress of their respective portions of the work

48. Project Representations consisting of:

- 48.1. Project representative(s) whose specific duties, responsibilities, and limitations of authority shall be as described herein and elsewhere within the Agreement

49. Testing and Inspection Administration relating to independent inspection and testing agencies, consisting of:

- 49.1. Administration and coordination of field testing required by the contract documents
- 49.2. Establishing scope, standards, procedures, and frequency of testing and inspections
- 49.3. Evaluating compliance by testing and inspection service providers with required scope, standards, procedures, and frequency
- 49.4. Review of reports on inspections and tests, and notifications to Owner and Contractor(s) of observed deficiencies in the work; provide satisfactory methods and issue instructions for remedies and corrections

- 49.5. Monitor the testing and inspection and cost of such services for compliance with contract documents

50. Supplemental Documentation services consisting of:
 - 50.1. Preparing, reproducing, and distributing supplemental drawings, specifications, and interpretations in response to requests for clarification by Contractor(s) or the Owner

51. Proposal Requests and/or Change Orders consisting of:
 - 51.1. Prepare, reproduce, and distribute drawings and specifications to describe work to be added, deleted, or modified
 - 51.2. Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials
 - 51.3. Review and provide recommendations relative to changes in time for Substantial Completion
 - 51.4. Negotiations with Contractor(s) on Owner's behalf, relative to costs of work proposed to be added, deleted, or modified
 - 51.5. Preparing appropriate Modifications of the Contract(s) for Construction
 - 51.6. Coordinating communications, approvals, notifications, and record-keeping relative to changes in the work

52. Contract Cost Accounting services consisting of:
 - 52.1. Maintenance of records of payments on account of the Contract Sum and all changes thereto, including the use of contingency
 - 52.2. Evaluation of Applications for Payment and certification thereof

53. Furniture, Fixtures, and Equipment (FF&E) Installation Administration consisting of:
 - 53.1. Assist the Owner in coordinating schedules for delivery and installation of FF&E
 - 53.2. Review of final placement, and inspection for damage, quality, assembly, and function to determine that FF&E are installed in accordance with the requirements of the contract documents

54. Project Closeout services upon notice from the Contractor (s) that the work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
 - 54.1. Determine the amounts of retention to be withheld until final completion
 - 54.2. Inspection(s) upon notice by the Contractor(s) that the work is ready for final inspection and acceptance
 - 54.3. Project closeout services in accordance with the SFD Project Closeout Checklist
 - 54.4. Review and approve Operations and Maintenance (O&M) Manuals for conformance with the construction documents; before Substantial Completion, deliver to Owner for review and final acceptance

WARRANTY PERIOD SERVICES

55. Warranty, consisting of:

- 55.1. Assist the Owner throughout the duration of warranties in connection with adequate performance of materials, systems, and equipment
- 55.2. Conduct an eleven month warranty walkthrough with the Architect's consultants and the Owner



45 E. LOUCKS STREET, SUITE 301
SHERIDAN, WY 82801
(307) 672-8270
info@aretedesign.group
www.aretedesign.group

November 16, 2022

Campbell County School District No. 1
1000 West Eighth Street
Gillette, WY 82717

RE: Wagonwheel Elementary Re-Roof AE Fees

Members of the Selection Committee:

Thank you again for the opportunity to assist Campbell County School District and the School Facilities Department with the reroof of Wagonwheel Elementary School! We have assembled our proposed fees for full AE services based upon our knowledge of the project and the effort required to provide comprehensive architectural design and construction administration services.

The attached Effort Schedule itemizes full design services by phase. The attached fees do not include asbestos abatement design for the existing roofing materials at Wagonwheel if any exist. We can provide that service as well for an additional cost if needed.

We are very grateful for the chance to continue our long-standing relationship with Campbell Co. School District.

Sincerely,

A handwritten signature in blue ink that reads "Dale Buckingham".

Dale Buckingham – AIA, Vice-President

ARETE DESIGN GROUP

Attachment: Exhibit D – Effort Schedule



PROPOSED SCHEDULE:

Week 1 – Kick off / Field Investigation / Archive Retrieval

Week 2 – CADD drawing / 10% Submittal

Week 3 – 35% Submittal

Week 4 – 60% Submittal

Week 5 – 95% Submittal

Week 6 – 100% Documents / Advertise for Bid

Week 7 – Issue Documents for Bidding

Week 8 – Answer Bidder Questions

Week 9 – Pre-Bid meeting / Issue addenda if needed

Week 10 – Open Bids

Award Bid and execute Construction Contract – 4 weeks

Construction – 12 to 16 weeks (dependent upon material availability)

Project Closeout – 4 weeks



FEE SCHEDULE: 1/1/2022

Standard Hourly Rates

Principal	\$160.00 per hour
Project Manager	\$115.00 per hour
Architect I	\$110.00 per hour
Architectural Technician III	\$120.00 per hour
Architectural Technician II	\$105.00 per hour
Architectural Technician I	\$ 80.00 per hour
BIM Technician II	\$ 75.00 per hour
BIM Technician I	\$ 45.00 per hour
BIM Intern	\$ 40.00 per hour
Clerical II	\$ 60.00 per hour

Reimbursable expenses:

All Reimbursable expenses will be charged at cost plus 10 percent unless noted otherwise, including:

Materials / Supplies	Postage/Freight/UPS/FedEx
Special Equipment Rentals	Lodging / Subsistence
Sub-consultants	

Printing, copying and mileage will be charged at the following rates:

Photocopies:	8 ½ x 11	\$0.15
	8 ½ x 14	\$0.20
	11 x 17	\$0.50
Large format plots:	24x36 plots	\$5.00
	30x42 plots	\$7.50
Printing:	24 x36 prints	\$4.00
	30 x 42 prints	\$6.00
	Copies for specs	\$0.10 / sheet
Travel:	Mileage	\$0.585 / mile (current IRS rate)

Exhibit D – Effort Schedule

Design Services

Project Name: Wagonwheel Elementary Re-Roof Project

District Name: Campbell County School District #1

Professional Service Provider Information

Legal Entity Name:	ARETE DESIGN GROUP
Address:	45 East Loucks St., Sheridan, WY 82801
Contact Name:	Mr. Dale Buckingham - AIA, Principal
Phone Number:	(307) 672-8270
E-Mail Address:	daleb@aretedesign.group

In compliance with the Request for Proposal (RFP), the undersigned Professional Service Provider, having carefully examined this RFP, any addenda, and visiting the site of the project (if applicable), agrees, that if this proposal is accepted, to enter into a contract with the Owner in the form provided in the RFP. The Professional Service Provider shall perform the services per the agreement in the time stated therein, for the contract price set forth below:

Design Level	Fixed Fee (Base Project)	Fixed Fee (Enhancements)
Program Planning	\$1,000.00	
10% Schematic Design	\$4,000.00	
35% Design Development	\$4,500.00	
60% Construction Documents	\$4,000.00	
95% Construction Documents	\$4,000.00	
100% Construction Documents	\$4,000.00	
Bidding	\$3,000.00	
Construction Administration	\$8,000.00	
Reimbursable Expenses	\$1,500.00	
Post-Construction	\$2,000.00	
Total Fixed Fee:	\$36,000.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Washington LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370	Allison Barga NAME PHONE (A/C No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com														
INSURED Arete Design Group, LLC 45 E Loucks St #301 Sheridan WY 82801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:96001362** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULE D AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION ANDEMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab: Claims Made			PAAEP0149300	6/6/2022	6/6/2023	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 2015-01.3 Wagonwheel Elementary

CERTIFICATE HOLDER Campbell County School District	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

Recipient:

Employer:

CAMPBELL COUNTY SCHOOL DISTRICT 1
Attn: SEAN MATHES
109 NORTH GURLEY AVE.
GILLETTE, WY 82716

ARETE DESIGN GROUP LLC
45 E LOUCKS ST
STE 301
SHERIDAN, WY
82801-6331

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 10/31/2022

EXPIRATION DATE: 10/31/2023

Job Reference: Wagonwheel Elementary Re-Roof Project

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278



Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

CAMPBELL COUNTY SCHOOL DISTRICT 1
SEAN MATHES
109 NORTH GURLEY AVE.
GILLETTE, WY 82716

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 149659
ONLY VALID AS ISSUED TO: CAMPBELL COUNTY SCHOOL DISTRICT 1
EFFECTIVE DATE: 10/31/2022
EXPIRATION DATE: 10/31/2023

PROJECT: Wagonwheel Elementary Re-Roof Project

A review of the Division files indicates that ARETE DESIGN GROUP LLC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified FRPSDQ\GXULQJWKH SHULRG VHWIRUWK DERYH ,\RXFRQWLQXH WR XVHARETE DESIGN GROUP LLC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

ARETE DESIGN GROUP LLC
45 E LOUCKS ST
STE 301
SHERIDAN, WY 82801-6331



STATE OF WYOMING
STATE CONSTRUCTION DEPARTMENT
« SCHOOL FACILITIES DIVISION »

Mark Gordon
Governor
Jerry Vincent
Director

DAL Exhibit - Tab 3; Notice to Proceed

1. Notice to proceed

DESIGN NOTICE TO PROCEED

Arete Design Group
45 E. Loucks St. Suite 301
Sheridan, WY 82801

Dear **Dale Buckingham**,

This is your **NOTICE TO PROCEED** with the design services of work under this agreement for the continuation of the design for **Wagonwheel Elementary Re-Roof Project**.

Development of Design Documents. The Owner authorizes the Professional Service Provider to proceed to the next phase as indicated in the box checked below.

- (a) Program Planning
- (b) 0 to 10 % Schematic Design
- (c) 10% Schematic Design to 35% Design Development
- (d) 35% Design Development to 60% Construction Documents
- (e) 60% Construction Documents to 95% Construction Documents
- (f) 95% Construction Documents to 100% Construction Documents
- (g) 100% Construction Documents to Bidding or Negotiations

Any continuation of efforts towards a phase of design that has not been approved in writing with a signed Notice to Proceed letter is at the risk of the Firm and payments will not be approved.

Campbell County School District No. 1

Dennis Holmes

Associate Sup 1/20/2023
 Name & Title (Print) _____ Date _____
 DocuSigned by: *Dennis Holmes*
 Signature
 B439F2E5D4F1445...

Wyoming State Construction Department, School Facilities Division

Valerie A. Hughes

SFD Administrator 1/23/2023
 Name & Title (Print) _____ Date _____
 DocuSigned by: *Valerie A. Hughes*
 Signature
 95134E6B8E0C4D6...