

CONTRACT

FOR PROFESSIONAL SERVICES

Contract Documents
Professional Services Provider

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CONSULTANT'S AGREEMENT BETWEEN

Campbell County School District No. 1

AND

Arete Design Group

FOR

Little Powder School

1. Parties. The Parties to this Contract are **Campbell County School District No. 1, 1000 W. Eighth St, Gillette WY**, (the Owner) and **Arete Design Group, 45 E Loucks St. Suite 301**, (the Consultant).

2. State Construction Department (SCD), School Facilities Division (SFD). 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 SFD 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 School District and the SCD, all references to "Owner" in this Agreement shall be read to include the School District and the SCD in their respective capacities in the exercise of the powers and responsibilities granted to the School District in cooperation with and upon the approval of the SCD.

3. Purpose of Contract. Consultant will provide **Architectural Services**, for this Project. This Contract is not intended to supersede any necessary competitive bidding procedures required by State statute.

4. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Owner

5. Payment. Owner agrees to pay Consultant for the services described herein as per **Exhibit D – Effort Schedule**. The total payment per project under this Contract shall not exceed **FOUR HUNDRED NINETY TWO THOUSAND TWO HUNDRED AND TWENTY DOLLARS AND 00/100'S (\$492,220.00)**. Payment will be made upon approved invoice for services rendered. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract.

6. Additional Services. If the need for additional services arises hereunder, the Owner will provide a written description of the additional services needed to the Consultant. After receipt of the written description the Consultant shall calculate their efforts for such services and provide a proposal to the Owner. The Owner reserves the right to negotiate such proposed fee prior to acceptance and issuing a contract amendment.

7. Payment for Reimbursable Expenses. The Consultant shall include in the fixed fee and fees for additional services all reimbursable expense which shall include but not be limited to lodging, per diem allowance, phone, meals, vehicle travel.

8. Responsibilities of Consultant. The services to be provided by Consultant are described in Exhibit A. In the event of any discrepancy between this Contract and Exhibit A, the terms of this Contract shall prevail.

9. Responsibilities of Owner. The Owner shall provide documentation of existing conditions if available, and guidance in quantity and extent of services required.

10. Special Provisions.

a. Limitation of Payments. The District's obligation to pay the Consultant for Services rendered pursuant to this Contract are conditioned upon the availability of government funds which are allocated to pay the Consultant. If funds are not

allocated and available for the Owner to pay the Consultant for these services, the Owner may terminate this Contract at the end of the period for which the funds are available.

The Owner shall notify Consultant at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Contract to acquire similar services from another party.

b. Monitor Activities. The Owner shall have the right to monitor all Contract related activities of the Consultant and all sub-consultants. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Contract related work.

c. No Finder's Fees. No finder's fee, employment fee, or other such fee related to the procurement of this Contract shall be paid by either party.

d. Nondiscrimination. The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and the Age Discrimination Act of 1975. The Consultant shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Contract.

e. Publicity. Any publicity given to the program or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Owner as the sponsor and shall not be released without prior written approval from the Owner.

f. Standard of Care. Services performed by Consultant under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinion, document, or otherwise.

g. Acceptance of Deliverables. Formal deliverables are the work products that will be presented to the SFD and District for acceptance and approval. Deliverables must be accurate and meet the Owner's expectations before they will be considered complete and accepted. To set all party's expectations, at the start of each task specified above, the format and content of all associated deliverables will be outlined.

11. General Provisions.

a. Amendments. Any changes, modifications, revisions or amendments to this Contract which is mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

b. Americans with Disabilities Act. The Consultant shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

c. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

d. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Owner.

e. Assumption of Risk. The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Consultant's failure to comply with state or federal requirements. The Owner shall notify the Consultant of any state or federal determination of noncompliance.

f. Audit. The Owner and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract.

g. Award of Related Contracts. The Owner may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.

h. Compliance with Law. The Consultant shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

i. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release.

j. Conflicts of Interest. Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Owner or a disclosure which would adversely affect the interests of the Owner. Consultant shall notify the Owner of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this contract. This contract may be terminated in the event a conflict of interest arises. Termination of the contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the Owner or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

k. Entirety of Contract. This Contract, consisting of six (6) pages, and the following Exhibits which represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral:

- Exhibit A – Scope of Services
- Insurance Verification
- Fee Schedule
- Exhibit D- Effort Schedule

l. Ethics. Consultant 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 standards governing Consultant's profession.

m. 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.

n. Indemnification. The Consultant shall indemnify, defend and hold harmless the State, the SFD, the District and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Consultant's malpractice.

o. Independent Contractor. The Consultant shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the SFD or District for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the SFD or District, or to incur any obligation of any kind on the behalf of the SFD or District. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar

benefits available to SFD or District employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

p. Kickbacks. The Consultant 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 Consultant 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.

q. Notices. All notices 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.

r. Notice and Approval of Proposed Sale or Transfer of the Consultant. The Consultant shall provide the Owner with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

s. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Owner.

t. Patent or Copyright Protection. The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.

u. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and no payment shall be made on this Contract until this Contract has been reduced to writing and approved by the SFD.

v. Proof of Insurance. The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverage's and provided the corresponding certificates of insurance listing both the SFD and District as additionally insured:

(i.) Commercial General Liability Insurance. Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per claimant and Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

(ii.) Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

(iii.) Workers' Compensation or Employers' Liability Insurance. The Consultant shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance as appropriate. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

(iv.) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the SFD and District from any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

(v.) Workers' Compensations and Unemployment Coverage. The Consultant shall provide to the Owner proof of workers' compensation and unemployment coverage for all its employees who are to work on the project described in this Contract. Certificates of good standing in each of the Wyoming Workers' Compensation and Unemployment Insurance programs shall serve as sufficient proof if the Consultant is statutorily required to participate in those programs. If the Consultant's coverage is under a program different from the coverage provided by the Wyoming Department of Employment, proof of coverage shall be satisfied in manner to be determined sufficient in the discretion of the Owner.

w. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

x. Taxes. The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

y. Termination of Contract. This Contract may be terminated by either party, without cause, upon thirty (30) days prior written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.

z. Time is of the Essence. Time is of the essence in all provisions of the Contract.

aa. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

bb. 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.



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)



ARETDES-01

DARNO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/14/2022

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 Tegeler & Associates 267 North Main Sheridan, WY 82801	CONTACT NAME: PHONE: (307) 673-1313	FAX: (A/C, No.): (307) 673-1414
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Insurance		23043
INSURED Arete Design Group 45 East Loucks Street Sheridan, WY 82801		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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.

INS R LTR	TYPE OF INSURANCE	ADD L INSD	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LO OTHER:	X	X	BZS58602707	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Anv one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
PRODUCTS - COMP/OP AGG	\$ 4,000,000							
							\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULE D AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAS58602707	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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 \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/ <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BZS58602707	4/1/2022	4/1/2023	PER STATUT OTH-ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State Construction Department
School Facilities Division
700 W 21st St.
Cheyenne, WY 82001

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



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	CONTACT NAME: Allison Barga PHONE (A/C No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Arete Design Group, LLC 45 E Loucks St #301 Sheridan WY 82801	23703 INSURER A: Arch Insurance Company	NAIC # 11150
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

INS R LTR	TYPE OF INSURANCE	ADD L INSD	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GENERAL AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LO OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (As an Occurrence) PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS-COMBOP ACC \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULE D AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE \$
	UMBRELLA LIAB OCCUR DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER OTH E.L. EACH ACCIDENT 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)

CERTIFICATE HOLDER

State Construction Department
 School Facilities Division
 700 W. 21st St.
 Cheyenne, WY 82001

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

ACORD 25 (2016/03)

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State of Wyoming
Department of Workforce Services



Mark Gordon
 Governor

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

WYOMING STATE CONSTRUCTION DEPARTMENT-SCHOOL FACILITIES DIVISION
 ZACH BRADSHAW
 700 W. 21ST STREET
 CHEYENNE, WY 820001

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 149654

ONLY VALID AS ISSUED TO:

EFFECTIVE DATE: 10/31/22

EXPIRATION DATE: 10/31/23

PROJECT: Little Powder School 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 company during the period set forth above. If you continue to use ARETE 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



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: Little Powder School 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

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

01. Project Administration services consisting of administrative functions including:
 - 01.01. Consultation
 - 01.02. Research
 - 01.03. Conferences
 - 01.04. Communications, including minutes of all meetings attended
 - 01.05. Travel
 - 01.06. Progress reports
 - 01.07. Direct the work of the Architect's in-house staff; manage other disciplines and /or consultants of the Architect
 - 01.08. Coordinate work assigned as required for the Architect to perform according to this Agreement

02. Retain, direct, and coordinate the work of special consultants of the Architect, as identified in the Request for Proposal

03. Manage disciplines and consultants; coordinate and check documents as it relates to the work of the Project, consisting of:
 - 03.01. 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
 - 03.02. Review and check documents prepared for the Project by the Architect and the Architect's consultants

04. Coordinate review and approval services of authorities having jurisdiction including, but not limited to:
 - 04.01. Agency consultations including Local, State, and Federal
 - 04.02. Research critical applicable regulations
 - 04.03. Prepare written and graphic explanatory materials
 - 04.04. 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:

 - 04.05. Local political subdivisions
 - 04.06. Planning boards
 - 04.07. County agencies
 - 04.08. Regional agencies
 - 04.09. User organizations
 - 04.10. Community organizations

05. Coordinate information and data supplied by the Owner, including:
 - 05.01. Review and coordinate data furnished for the Project
 - 05.02. Assist the Owner in establishing criteria

- 05.03. Assist the Owner in obtaining data including, where applicable, documentation of existing conditions
06. Schedule development and monitoring services, including:
 - 06.01. Establish initial schedule for Architect's services, decision making, design, documentation, contracting and construction, based on determination of scope of Architect's services
 - 06.02. Review and update of previously established schedules during subsequent phases, as directed by the Owner
07. Preliminary estimate of cost of the work, including
 - 07.01. Prepare an estimate of the cost of the work
 - 07.02. Review and update the estimate of the cost of the work during subsequent phases
08. Detailed cost estimating services, as indicated otherwise in this Agreement and consisting of:
 - 08.01. 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
 - 08.02. 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
09. 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:
 - 10.01. Owners
 - 10.02. Building committee(s)
 - 10.03. Staff committee(s)
 - 10.04. User group(s)
 - 10.05. Board of Trustees
 - 10.06. 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:
 - 11.01. Establishing requirements
 - 11.02. Assist the Owner to procure testing services
 - 11.03. Monitoring testing
 - 11.04. Review analyses and reporting of test results
12. Demolition services consisting of:
 - 12.01. Prepare Contract Documents for demolition of existing structures
 - 12.02. Managing the bidding-negotiation-award process
 - 12.03. 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:
 - 15.01. Project background and history
 - 15.02. Design objectives, limitations, and criteria
 - 15.03. Development of gross square foot areas and space requirements
 - 15.04. Space relations and adjacencies
 - 15.05. Number of functional responsibilities and personnel
 - 15.06. Flexibility and expandability
 - 15.07. Special equipment and systems
 - 15.08. Site requirements
 - 15.09. 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:
 - 16.01. Conversion of programmed requirements to net area requirements
 - 16.02. Internal functions
 - 16.03. Occupant, vehicular, and material flow patterns
 - 16.04. Space allocations
 - 16.05. Analysis of operating functions
 - 16.06. Adjacencies
 - 16.07. Special facilities and equipment
 - 16.08. Flexibility and expandability
 - 16.09. 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:
 - 17.01. Photographs of existing conditions
 - 17.02. Field measurements
 - 17.03. Review of existing design data
 - 17.04. Analyses of existing structural capabilities
 - 17.05. Analyses of existing mechanical capabilities
 - 17.06. Analyses of existing electrical capabilities
 - 17.07. Review of existing drawings for critical inaccuracies and the development of required scale drawings
 - 17.08. 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:
 - 18.01. Design and documentation for the required mock-up(s)
 - 18.02. Manage and coordinate pricing and contracting for mock-up services
 - 18.03. Construction administration of mock-up construction activities

19. Economic analysis and evaluation of the Project based on estimates of:

- 19.01. Total Project cost
- 19.02. Life Cycle Cost Analysis
- 19.03. Cash flow estimates for design and construction services

SITE PLANNING AND DESIGN SERVICES

20. Site analysis to fix (establish) the site:

- 20.01. Movement systems, traffic, and parking studies
- 20.02. Topography analysis
- 20.03. Analysis of the zoning and other legal restrictions

21. Utilities availability and systems:

- 21.01. Studies of availability of construction materials, equipment, and labor including local labor availability
- 21.02. Overall site analysis and evaluation
- 21.03. Comparative site studies

22. Site Development Planning consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:

- 22.01. Land utilization
- 22.02. Ability to accommodate placement of the facilities and infrastructure for this Project, while observing required setbacks and maintaining compliance with the SFD guidelines
- 22.03. Facilities development
- 22.04. Development phasing
- 22.05. Movement systems, circulation, and parking
- 22.06. Utilities availability and systems
- 22.07. Surface and subsurface conditions
- 22.08. Ecological requirements; advise Owner if further ecological studies are required
- 22.09. 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:

- 23.01. Land utilization
- 23.02. Structures placement (including security concerns for adjacencies and site access)
- 23.03. Facilities development
- 23.04. Development phasing
- 23.05. Movement systems, circulation and parking
- 23.06. Utilities systems
- 23.07. Surface and subsurface conditions

- 23.08. Review of soils report
 - 23.09. 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:
- 24.01. Electrical service and distribution
 - 24.02. Gas service and distribution
 - 24.03. Water supply and distribution
 - 24.04. Sanitary sewer collection and disposal
 - 24.05. Storm water collection and disposal
 - 24.06. Central-plant mechanical systems
 - 24.07. Fire systems
 - 24.08. Emergency systems
 - 24.09. 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:
- 25.01. Confirmation of location, size and adequacy of utilities serving the site
 - 25.02. Determination of requirements for connections to utilities including tap fees

26. Environmental Studies and Reports consisting of:

26.01. 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:

27.01. Assistance in preparing applications

27.02. Development of supporting data

27.03. Preparing presentation materials

27.04. 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:

28.01. Review of Project program and budget

28.02. Conceptual site and building plans

28.03. Preliminary sections and elevations

28.04. Preliminary determination of criteria; selection of building systems and materials, selection of alternative building systems and materials

28.05. Provide narrative Life Cycle Cost analysis, cost estimates, and comparison to available budget

28.06. Review of design for compliance with Wyoming School Facilities Commission School Design Guidelines

28.07. Graphic representations of various functional areas

28.08. Perspective sketch(es) required to determine and convey design intent and aesthetic

28.09. 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:

29.01. Partition locations

29.02. FF&E layouts, developed and bid in correlation with construction

29.03. Types and qualities of finishes and materials for FF&E

30. Structural materials and systems, analyses, and development of conceptual design solutions for:

30.01. A predetermined structural system

30.02. 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:

- 31.01. Energy source(s)
 - 31.02. Energy conservation
 - 31.03. Heating and ventilation
 - 31.04. Air conditioning
 - 31.05. Plumbing
 - 31.06. Fire protection
 - 31.07. General space requirements
 - 31.08. Controls and monitoring
 - 31.09. 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:
- 32.01. Power service and distribution
 - 32.02. Lighting and controls
 - 32.03. Telephones
 - 32.04. Fire detection and alarms
 - 32.05. Security systems
 - 32.06. Electronic communications
 - 32.07. Special electrical systems
 - 32.08. 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:
- 33.01. On-site utility systems
 - 33.02. Fire protection systems
 - 33.03. Drainage systems
 - 33.04. Grading
 - 33.05. 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:
- 34.01 Turf types and locations
 - 34.02 Tree and shrub types and locations
 - 34.03 Vegetation selection and xeriscaping
 - 34.04 Soil and climate characteristics
 - 34.05 Retaining wall treatments
 - 34.06 Play surfaces
 - 34.07 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:
 - 35.01. Plans, sections, and elevations
 - 35.02. Typical construction details
 - 35.03. Perspective sketch(es) or rendering(s) to illustrate design intent and aesthetic
 - 35.04. Study model(s)
 - 35.05. Final materials selection; provide a narrative, Life Cycle Cost analysis, cost estimates, and comparison to available budget
 - 35.06. Equipment layouts with clearances to ensure equipment can be properly maintained
 - 35.07. Document additive or deductive work to be bid as alternates for the purpose of budget control and enhancements to bid as alternates
 - 35.08. Prepare design documents in compliance with Wyoming School Facilities Commission School Design Guidelines

36. Interior design consisting of:
 - 36.01. Interior construction of the Project
 - 36.02. Special interior design features
 - 36.03. Furniture, fixtures, and equipment development with non-proprietary, non-sole source specifications

37. Structural design consisting of:

- 37.01. Basic structural system and dimensions
- 37.02. Final structural design criteria
- 37.03. Foundation design criteria
- 37.04. Preliminary sizing of major structural components
- 37.05. Critical coordination clearances

38. Mechanical design consisting of:

- 38.01. Approximate equipment sizes and capacities
- 38.02. Preliminary equipment layouts
- 38.03. Required space for equipment
- 38.04. Required chases and clearances
- 38.05. Acoustical and vibration control
- 38.06. Visual impacts
- 38.07. Energy conservation measures
- 38.08. 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
- 38.09. Consideration of alternate energy systems (i.e. wind, solar) for owners comparison to available budget

39. Electrical design consisting of:

- 39.01. Criteria for lighting, electrical, and communications systems
- 39.02. Approximate sizes and capacities of major components
- 39.03. Preliminary equipment layouts
- 39.04. Required space for equipment
- 39.05. Required chases and clearances
- 39.06. 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
- 39.07. Consideration of alternate energy systems (i.e. wind, solar) for owners comparison to available budget

40. Civil design consisting of:

- 40.01. Utility systems
- 40.02. Fire protection systems
- 40.03. Drainage systems
- 40.04. Grading
- 40.05. Paving

41. Landscape and irrigation system design consisting of:

- 41.01. Turf types and locations
- 41.02. Tree and shrub types and locations
- 41.03. Vegetation selection and xeriscaping
- 41.04. Soil and climate characteristics
- 41.05. Retaining wall treatments
- 41.06. Play surfaces
- 41.07. Irrigation
- 41.08. 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:

- 42.01. Confirm that all additive or deductive bid alternates for enhancements and/or budget control are included
- 42.02. Preparation and coordination of drawings, specifications, bidding documents, and schedules for out-of-sequence bidding or pricing of subdivisions of the work
- 42.03. Preparation and coordination of special drawings and specifications for obtaining bids or prices on alternate subdivisions of the work
- 42.04. Preparation and coordination of special drawings and specifications for obtaining alternate bids or prices on changes in the scope of the work
- 42.05. 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
- 42.06. Development and preparation of bidding and procurement information which describes the time, place and conditions of bidding, bidding forms
- 42.07. Development and preparation of the conditions of the Contract (general, supplementary, and other conditions)
- 42.08. Development and preparation of architectural specifications describing materials, systems and equipment, workmanship, quality, and performance criteria required for the construction of the Project
- 42.09. 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:
 - 43.01. Organizing, coordinating, and handling Bidding Documents
 - 43.02. Upload bid documents to Quest CDN through the SFD and deliver hard copies to the Owner
 - 43.03. Organize and conduct pre-bid conferences
 - 43.04. Responses to questions from Bidders or proposers, and clarifications or interpretations of the bidding documents
 - 43.05. Attendance at bid opening(s); conduct bid opening and read bids if requested to do so by Owner
 - 43.06. Documentation and distribution of bidding results
 - 43.07. 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:
 - 44.01. 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
 - 44.02. 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
 - 44.03. Participation in detailed evaluation procedures for building Systems proposals

45. Bid Evaluation services consisting of:
 - 45.01. Validating bids or proposals
 - 45.02. Conducting reviews of bids or proposals, including comparison to the project budget
 - 45.03. Evaluating bids or proposals, including apparent completeness
 - 45.04. Recommendation on award of Contract(s)
 - 45.05. Participation in negotiations prior to or following decisions on award of the Contract(s)
 - 45.06. Advise Owner of bid evaluation findings including bid tabulation sheet

- 46. Contract award services consisting of:
 - 46.01 Notification of Contract Award(s)
 - 46.02 Assistance in preparing construction contract Agreement forms for approval by Owner
 - 46.03 Preparing and distributing of sets of Contract Documents for execution by parties to the Contract(s)
 - 46.04 Receipt, distribution, and processing, for Owner's approval, of required certificates of insurance, bonds, and similar documents
 - 46.05 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:
 - 47.01. Processing of submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents
 - 47.02. Distribution of submittals to Owner, Contractor, and /or Architect's field representative as required
 - 47.03. Maintenance of master file of submittals
 - 47.04. Related communications
 - 47.05. 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:
 - 48.01. 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:
 - 49.01. Administration and coordination of field testing required by the contract documents
 - 49.02. Establishing scope, standards, procedures, and frequency of testing and inspections
 - 49.03. Evaluating compliance by testing and inspection service providers with required scope, standards, procedures, and frequency
 - 49.04. 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
 - 49.05. Monitor the testing and inspection and cost of such services for compliance with contract documents

- 50. Supplemental Documentation services consisting of:
 - 50.01. 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:
 - 51.01. Prepare, reproduce, and distribute drawings and specifications to describe work to be added, deleted, or modified

- 51.02. Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials
 - 51.03. Review and provide recommendations relative to changes in time for Substantial Completion
 - 51.04. Negotiations with Contractor(s) on Owner's behalf, relative to costs of work proposed to be added, deleted, or modified
 - 51.05. Preparing appropriate Modifications of the Contract(s) for Construction
 - 51.06. Coordinating communications, approvals, notifications, and record-keeping relative to changes in the work
52. Contract Cost Accounting services consisting of:
- 52.01. Maintenance of records of payments on account of the Contract Sum and all changes thereto, including the use of contingency
 - 52.02. Evaluation of Applications for Payment and certification thereof
53. Furniture, Fixtures, and Equipment (FF&E) Installation Administration consisting of:
- 53.01. Assist the Owner in coordinating schedules for delivery and installation of FF&E
 - 53.02. 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:
- 54.01. Determine the amounts of retention to be withheld until final completion
 - 54.02. Inspection(s) upon notice by the Contractor(s) that the work is ready for final inspection and acceptance
 - 54.03. Project closeout services in accordance with the SFD Project Closeout Checklist
 - 54.04. 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:
- 55.01. Assist the Owner throughout the duration of warranties in connection with adequate performance of materials, systems, and equipment
 - 55.02. Conduct an eleven month warranty walkthrough with the Architect's consultants and the Owner

Exhibit D – Effort Schedule

Design Services

Project Name: Little Powder K-8 School

District Name: Campbell Co. School District #1

Professional Service Provider Information

Legal Entity Name:	Arete Design Group
Address:	45 E. Loucks, Suite 301, Sheridan, WY
Contact Name:	Karen Kelly
Phone Number:	307-672-8270
E-Mail Address:	karenk@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	\$17,110	
10% Schematic Design	\$63,580	
35% Design Development	\$99,530	
60% Construction Documents	\$78,840	
95% Construction Documents	\$82,530	
100% Construction Documents	\$30,260	
Bidding	\$12,500	
Construction Administration	\$76,120	
Reimbursable Expenses	\$21,750	
Post-Construction	\$10,000	
Total Fixed Fee:	\$492,220	

**Fees above include demolition and in-house commissioning.
 Fee does not include abatement inspection and design. If
 District chooses to add this to our scope, add \$14,850.**

