

**PROFESSIONAL SERVICES CONTRACT BETWEEN
THE STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION &
INFORMATION, CONSTRUCTION MANAGEMENT
AND
MOCA SYSTEMS, INC.**

1. **Parties.** The parties to this Contract are the State of Wyoming, Department of Administration & Information, Construction Management (Agency), whose address is: 700 West 21st Street, Cheyenne, WY 82002, and MOCA Systems, Inc. (Contractor), whose address is: 9 Exchange Place, Boston Building, Suite 725, Salt Lake City, Utah, 84111.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall perform services as a Professional Program Manager during the pre-construction phase for the State of Wyoming Capitol Square Project ("the Project") on behalf of and at the direction of the Project's Oversight Group (OG), in accordance with the Recommendations, Proposed Scope of Services for MOCA and A&I, and Fee Proposal dated July 10, 2015 ("Proposal"), which is attached hereto as Attachment A and incorporated herein by reference. It is expressly contemplated by the parties that David Hart and Paul Brown shall be the primary members of the Contractor's team for purposes of services under this Contract throughout the duration of this Contract and any extensions.
3. **Term of Contract and Required Approvals.** This Contract is effective July 20, 2015 (Effective Date). The term of the Contract is from the Effective Date through February 29, 2016. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Contractor for the services described in Section 5 below. The Agency agrees to pay a pre-construction professional fee of four hundred thirty-seven thousand, four hundred three dollars and thirty-seven cents (\$437,403.37), which will be paid upon submission of periodic invoices with supporting documentation in accordance with the Schedule of Values identified in paragraph 5.C. and Attachment B. This amount is subject to a total reduction of up to seventeen thousand, eight hundred thirty dollars and no cents (\$17,830.00) and a potential total increase in an amount not to exceed eight thousand, nine hundred fifteen dollars and no cents (\$8,915.00), both subject to the provisions of Section 7.F. below. Subject to the provisions of this Contract, the total amount payable for services rendered under this Contract shall not be less than four hundred nineteen thousand, five hundred seventy-three thousand dollars and thirty-seven cents (\$419,573.37), and shall not exceed four hundred forty-six thousand, three hundred eighteen dollars and thirty-seven cents (\$446,318.37), which amounts include all costs and expenses incurred by the Contractor or on its behalf. Contractor shall pay, from the total amount, all costs and expenses incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Contract. Subject to Section 7.F. below, payment shall be made monthly upon submission

of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

5. Responsibilities of Contractor. The Contractor agrees to:

- A. Perform the services related to pre-construction as set forth in Attachment A, Proposal, in coordination with and upon approval of the Attorney General's office, and in coordination and cooperation with existing Project contractors.
- B. Provide and consistently maintain David Hart and Paul Brown as the primary members of Contractor's team for purposes of services under this Contract as identified in Attachment A, Proposal, throughout the duration of this Contract and any extensions.
- C. Provide and follow a Schedule of Values identifying the services to be rendered and the costs associated therewith, throughout the duration of this Contract and any extensions. The Schedule of Values is attached hereto as Attachment B and incorporated herein by reference.

6. Responsibilities of Agency. The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Collaborate with Contractor in performing services related to pre-construction as contemplated in Attachment A, Proposal, in coordination with and upon approval of the Attorney General's office.

7. Special Provisions.

A. Conflicts of Interest.

- (i) Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which may result in a disadvantage to the Agency or a disclosure which may adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations and data are provided to the Agency or its designee. This provision does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or

representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

- (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards or commissions, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- B. Kickbacks.** Contractor 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 Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. 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 Contractor personnel in every phase of performance of Contract related work.
- D. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- E. Prohibited Payments.** Payment shall not be based on a percentage of the construction cost.
- F. Satisfaction Fee.** An additional fee is established by the OG to reward quality performance of the services by the Contractor. The Contractor will meet with the OG or its designees quarterly to review performance and determine if the additional fee should be released to the Contractor. If the Contractor fails to perform to the levels established in the Contract during a quarter, that quarter's total amount or portion thereof will be forfeited and retained by the OG. At the next quarterly review the Contractor will be given the opportunity to demonstrate that it has corrected any deficiencies of the previous period and be allowed to earn back the lost portion of the fee. If in the sole judgment of the OG the Contractor has not corrected the concern(s) satisfactorily, the fee will be forfeited and a deductive adjustment to the Contract will be made.

The Contractor will be required to put at risk seventeen thousand, eight hundred thirty dollars and no cents (\$17,830.00) or five percent (5%) of its professional fee (not including reimbursable expenses). The OG will then match this amount at up to eight thousand, nine hundred fifteen dollars and no cents (\$8,915.00) or fifty

percent (50%) of the at-risk fee. The combination of the OG's match and the Contractor's at-risk amount will create the total Satisfaction Fee for the Contract. (Note for future amendments the Satisfaction Fee amounts for the Contractor and the OG will be in accordance with the above and adjusted for the amounts indicated in the proposal.)

The satisfaction fee will be awarded quarterly through the course of the Pre-Construction phase and the Construction and Post-Construction phases of the Project (if this Contract is extended to cover those phases). During the first phase (Pre-Construction) it is anticipated that the Project, start to finish, will cover 7.5 months or 2+ consecutive quarters. The criteria used to evaluate the Contractor's performance will be based on four (4) weighted items. These items are as follows:

1. Budget (30 points). The Budget Established for the Project is \$299,126,208.80. As of the effective date of this Contract, the Estimated Cost exceeds \$300 Million. The cost needs to be brought back into budget by the time pre-construction services are completed. Measurement shall be based on progress towards Budget alignment by the Contractor.
 2. Schedule (30 Points). Contractor will be measured on progress towards reestablishing as necessary and maintaining the completion of the Project (substantial completion prior to November 30, 2018).
 3. Collaboration and Communication (30 Points). Contractor is to collaborate with the design team, construction team, the Agency and the OG to develop communications regarding goals, objectives, duties and authority of the Contractor as specified in Appendix A, and deliverables of the Project for all parties associated with the Project.
 4. Owner Satisfaction (10 Points). Owner Satisfaction is the OG receiving the value from the Contractor that was anticipated when Contractor was hired. In other words "would you hire Contractor again?"
- Total (100 Points)

Toward the close of each quarter, the Contractor will be invited to meet with the OG to discuss and evaluate Contractor's performance for that quarter. Scores will be determined solely by the OG. The standard breakdown for payment is as follows:

91 to 100 points = full payment of Fee and of OG Match
81 to 90 points = 90% payment of Fee and 50% of OG Match
71 to 80 points = 80% payment of Fee and No OG Match
61 to 70 points = 70% payment of Fee and No OG Match
51 to 60 points = 60% payment of Fee and No OG Match
Below 50 points = no payment

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are 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. **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.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency 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 to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. **Compliance with Laws.** The Contractor 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, data and other work provided to or produced by

the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.

- J. Entirety of Contract.** This Contract, consisting of twelve (12) pages, Attachment A, Proposal, consisting of twenty-one (21) page(s), and Attachment B, Schedule of Values, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor 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 Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. The Agency, in consultation with the OG, Governor and Attorney General, and with approval of the OG, Governor and Attorney General, may elect to extend this Contract to the construction and/or post-construction phases of the Project. Prior to expiration of this Contract, Agency shall notify Contractor in writing of its election to extend this Contract and any extension shall be accomplished by a formal Amendment. In the event of such election, Contractor agrees to provide the construction and/or post-construction services at the direction of the OG and the Governor at a cost not to exceed the amounts described in Attachment A, Proposal, and Attachment B, Schedule of Values.
- 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.** To the fullest extent permitted by law, Contractor shall indemnify the State and the Agency, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Contractor or Contractor's officers, directors, members, partners, agents, employees, or subcontractors in the performance of services under

this Contract. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or limitations.

- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor 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. Other than acting as the spokesperson for the OG as provided in this Contract, nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor 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 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- S. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return

all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- T. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Proof of Insurance.** The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Agency and the State and such insurance has been approved by the Agency and the State. Approval of insurance by the Agency and the State shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Agency verifying each type of coverage required.
- (i) Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Contractor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000) per employee for each accident and disease. The Contractor shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect against claims that are found to

be caused by the negligent act, error or omission in the performance of professional services under this Contract in an amount not less than five hundred thousand dollars (\$500,000.00).

- (iii) Commercial General Liability Insurance. The Contractor shall provide commercial general liability insurance coverage, during the entire term of this 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 underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. If applicable, the Contractor shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000) per occurrence.
- (v) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage, if required, shall be maintained throughout the duration of this Contract. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Agency.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Contractor shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (vii) Agency/State May Insure for Contractor. In case of a breach of any provision of this Contract, the Agency or the State may, at the Agency's or State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (viii) Agency's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely

regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with a vulnerable rating in the A.M. Best insurance rating guide.

- (ix) **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. The Agency has the right to review the insurance certificates of any and all subcontractors used by the Contractor.

- W. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.
- Z. Taxes.** The Contractor 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.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by either the Agency or the Contractor upon thirty (30) days written notice for cause if the other party fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, in consultation with the OG or Governor and the Attorney General, the work is not progressing satisfactorily or within the terms of this Contract, then after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted to that point.
- BB. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

CC. Time is of the Essence. Time is of the essence in all provisions of this Contract.

DD. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

EE. 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. Failure to object to a breach shall not constitute a waiver.

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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Contract is the date of the signature last affixed to this page.

AGENCY:

STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION,
CONSTRUCTION MANAGEMENT


Deah Fausset, Director

7-20-15
Date


Mel Muldrow, Administrator

7-20-15
Date

CONTRACTOR:

MOCA SYSTEMS, INC.


David Harris Hart, FAIA, Executive Vice President

07-20-2015
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL


Kristin M. Nuss, Senior Assistant Attorney General

07-20-15
Date



July 10, 2015

Michael O'Donnell
Assistant Attorney General
State of Wyoming Attorney General's Office
320 W. 25th Street, Suite 1W
Cheyenne Wyoming 82002

Re: Request for Proposal from MOCA by the Capitol Building Restoration Oversight Group

Dear Michael O'Donnell,

The restoration of the Wyoming State Capitol is a very exciting project with many intricate parts and elements. We are honored to have been invited to Wyoming to visit with you and the Capitol Building Restoration Oversight Group to listen, learn and present a few of our thoughts and ideas.

The opportunity to visit with you was very helpful and aided greatly in our understanding of the project and some of the complexities that the project is currently facing. During the meeting held on Tuesday the 7th of July 2015, it was clear that everyone was working very hard to move the process forward. However, it was clear to me that, although well intended, the process presently being implemented is not allowing for project success. It is important to note that it is not the fault of any one person or organization but rather just a misalignment of the elements of the process that are making it difficult to processed forward.

During the executive session, we were asked to provide three things:

1. Recommendations on moving forward
2. Proposal for what MOCA's scope would cover
3. Fee proposal for said scope

We have separated this document into these three general sections to enable you to use and distribute the document to the Advisory Group as you see fit. We have also provided at the end a resume on the individuals that would work on the project to bring it to a successful completion.

Again, thank you for the opportunity to present this proposal. We are very interested in working with you and look forward to hearing back from you for further discussions.

Sincerely,

David Harris Hart, FAIA
Executive Vice President
MOCA

Recommendations for Moving the Capitol Project Forward

After our meetings this past Tuesday the 7th of July 2015, and after further discussion and review of some of your guiding documents, we are providing the following recommendations for how to bring everyone back together in a collaborative manner. These recommendations will also move the Capitol towards a successful completion, where the Advisory Committee expectations of quality and scope are accomplished within the approved budget and schedule.

The recommendations that we are suggesting come from our collective experience gained from restoring the Utah State Capitol, the Idaho State Capitol and the Minnesota State Capitol. Additionally we have collaborated with JE Dunn with regards to schedule and process. We have not been in contact with HDR. We understand that these projects are politically sensitive and are constantly in the public eye. Therefore, we believe the best approach at this point is to do everything possible to hold to the existing schedule and budget. The following recommendations are designed to accomplish your goals:

1. The Capitol Building Restoration Oversight Group should appoint a Professional Program Manager (PM) who has both the experience with Historic Capitol Restorations and the knowledge of the Legislative process in order to provide the project with the guidance and leadership needed to complete the project successfully.
2. The role, responsibilities and authority of the Capitol Building Restoration Oversight Group and the Program Manager must be clearly articulated to the rest of the team (both internal and external to the State).
3. The Capitol Building Restoration Oversight Group should consider the use of a subcommittee for addressing preservation and space related issues and report back to the larger Group monthly.
4. The Capitol Building Restoration Oversight Group should grant the authority to the Program Manager to speak for and on behalf of the Capitol Building Restoration Oversight Group.
5. The Capitol Building Restoration Oversight Group should reestablish the project principles found in the project constitution and articulate them simply and directly. These should be adjusted or modified to reflect the expectations of the Capitol Building Restoration Oversight Group.
6. The Capitol Building Restoration Oversight Group needs to provide to the Architects and Contractor clear project direction in the form of guidelines and imperative with regard to the outstanding design elements and decisions. The present piecemeal approach will only result in confusion and cost overruns.
7. The Capitol Building Restoration Oversight Group should begin the development of the guidelines and imperatives with a review of the Level 1 and Level 2 analysis. This review will confirm, modify or expand the current documents based upon the expectations of the Capitol Building Restoration Oversight Group.
8. The PM should review the existing Capitol and Herschler floor plans to identify any areas where additional attention or design work on the part of the architect should be considered. This would include operational recommendations to help improve executive and legislative functionality within the building as well as security concerns.
9. Based upon the guidelines and imperatives identified from above, the Capitol Building Restoration Oversight Group and the Program Manager should establish a Fixed Limit of Construction Cost (FLCC). This should include:
 - a. Collaboration with the CM and further development of the existing cost model by having the CM provide an updated cost associated with each of the guidelines and imperatives identified.
 - b. The cost model will then be converted to a FLCC that will incorporate all the expectations of the Capitol Building Restoration Oversight Group.

- c. If the new FLCC is beyond the existing budget for the project (\$300,000,000), further discussion with the Capitol Building Restoration Oversight Group will investigate where costs can be adjusted and steps will be taken to adjust the costs to bring it within budget. This will then lock in the scope and the FLCC.
 - d. The FLCC will be the first step in aligning the budget limitations of the project and the schedule commitments that are already in place.
 - e. The PM will orient the A&I, the Architect and the CM to the adjusted scope, FLCC and the direction forward.
 - f. The Architect will then be able to proceed forward knowing that the quality expectations, scope and budget have been aligned. They will also have all the information needed to complete the documents. If questions arise, the PM will address those or seek further guidance through the subcommittee to the Capitol Building Restoration Oversight Group.
10. The Capitol Building Restoration Oversight Group should consider amending the contracts of both the CM and the Architect to include a satisfaction fee where they (A/E and CM) place at risk a position of their negotiated fee (typically a small portion of their profit). The satisfaction fee would be awarded based upon approved criteria. We also recommend that the State provide a bonus of 25% to 50% of the at risk amount. Keep in mind the goal of the Capitol Building Restoration Oversight Group and the Program Manager is to award the entire satisfaction fee (you want to be satisfied!). The only reason you would not award the fee is that you are dissatisfied with performance in the following areas:
- a. Budget management
 - b. Schedule management
 - c. Quality workmanship
 - d. Collaboration, communication and responsiveness
 - e. General satisfaction with project
11. The following schedule and approach to completing the architectural design documents and developing the GMP for the project will: (Note: this schedule has been developed with collaboration from JE Dunn)
- Allow the project to proceed along the planned construction schedule.
 - Provide for the development of the guidelines and imperatives (design decisions).
 - Allow for procurement of the work at a point that will serve the State's budget expectations.
 - Will not add additional cost to the leases or the end of the project.

The following high level milestone schedule and approach is recommended. (Note - specific details/dates can be worked out with the design team.)

- a. Starting immediately (July)
 - i. MOCA to facilitate the development of Project Definition (guidelines and imperatives) with Capitol Building Restoration Oversight Group by aligning the Group's expectations with Level 1 and Level 2 documents.
 - ii. CM to participate in development of the Fixed Limit of Construction Cost model.
 - iii. CM and MOCA develop the preliminary GMP's (1&2) from the cost model.
- b. By mid August (August 10th):
 - i. Architect to issue a design progress set
 - ii. CM to update DD cost model
 - iii. MOCA to review documents and align project scope to the Fixed Limit of Construction Cost budget for construction
- c. By the end of September (September 22nd):
 - i. Architect to issue Work Package #1 Capitol, Herschler and Central Utility Plant: 100% CD / permit drawings for work that must be started by 3/1/16, which would include:
 - a. WP#1 Capitol Restoration
 - 1. Exterior Complete (roof, stone, windows, metal, dome, drum)

2. Salvage
3. Demolition of Structural & Architectural
4. Underpinning
5. MEP Underground / Vertical
6. Structure Complete
- b. WP #1 Herschler / CUP / Connector
 1. Herschler Core & Shell elements
 2. Central Utility Plant Complete
 3. Connector Core & Shell
- ii. CM to begin pricing in relationship of the FLCC
- iii. MOCA to review for compliance with the Project Definition Documents and approved scope to maintain quality and alignment of Capitol Building Restoration Oversight Group expectations.
- d. October: start hazardous material abatement work (by A&I)
- e. By the end of November (November 24th):
 - i. CM to present WP #1 GMP and obtain a permit
 - ii. MOCA to review proposed WP#1 GMP for compliance with scope and FLCC.
 - iii. MOCA, CM and Design Team to make any needed adjustment to maintain GMP#1 FLCC.
 - iv. Capitol Building Restoration Oversight Group authorizes CM to proceed based upon scope and FLCC alignment.
- f. In early December (December 7th):
 - i. Architect to issue Work Package #2: 100% CD's for the remainder of the project
 - a. WP #2 Capitol
 1. MEP Branch Systems
 2. Finishes
 3. Elevators
 - b. WP #2 Herscheler, Connector
 1. MEP Branch Lines
 2. Finishes
 3. Elevators
 - ii. CM to begin pricing
 - iii. MOCA to review for compliance with the Project Definition Documents and approved scope to maintain quality and alignment of Capitol Building Restoration Oversight Group expectations.
- g. Early February (February 1st):
 - i. CM to Present WP #2 GMP and obtain a permit
 - ii. MOCA to review proposed WP#2 GMP for compliance with scope and FLCC.
 - iii. MOCA, CM and Design Team to make any needed adjustment to maintain GMP#1 FLCC.
 - iv. Capitol Building Restoration Oversight Group authorizes CM to proceed based upon scope and FLCC alignment.
- h. Early March (March 1st):
 - i. CM to begin work on Work Package #1.
12. The Capitol Building Restoration Oversight Group would receive the final or combined GMP prior to the start of construction, commencing on the first of March 2016.
13. Both of these GMP packages will be priced (by JE Dunn), reviewed and approved to be within the overall cost model (Fixed Limit of Construction Cost). If the costs fall within the approved line items

within the FLCC, the CM should proceed forward with finalizing the bids or the contracts with the Subcontractors. However, if the costs are beyond the FLCC, then the CM, A/E and the PM will review the options available (use of contingency or scope adjustments) and present those to the Capitol Building Restoration Oversight Group. Once the pricing is within the FLCC, the CM will proceed. This process is critical to maintaining the schedule and completing the project on budget and should avoid any additional costs to lease extensions. *The Utah State Capitol and the Minnesota State Capitol we both managed in this manner with multiple bid packages.*

14. Additionally, the Capitol Building Restoration Oversight Group may want to consider allowing the CM to utilize design assist contracting to support the pricing as well as the Architect with design consultation regarding some of the more unique or complex elements. *In both Utah and Minnesota design assist contracting was used on the restoration of lighting fixtures, decorative paint, carpet and other areas.*
15. The Program Manager would be the communicator and coordinator with the tenants of the Capitol and Herschler building remodel and addition. The PM will coordinate the Architect meetings with the tenants in order to maintain clarity. The Architect will attend the meetings. However, the management of the meeting as well as the final direction coming from the meeting would be under the review and direction of the PM.
16. Once the construction begins, the PM will continue forward working with and reporting to the Capitol Building Restoration Oversight Group and will continue to collaborate with the other team members to maintain communication, consistency and alignment of the project.
17. The PM will assist in the resolution of problems as they naturally arise during complex restorations.
18. PM should work with the Visitor Services groups and the Architect to integrate the visitor experience that the Capitol Building Restoration Oversight Group desires into the project.

Proposed Scope of Services

The following proposed scope of services is based on reviews of the available information as well as our various conversations. It should be noted that we are not intending to relocate personnel to Cheyenne. We will, however, manage the project through onsite workshops and meetings as well as office work from our SLC office. During the preconstruction phase of the work, we will evaluate (with the Capitol Building Restoration Oversight Group) the need for and services required from a full time onsite person, and will make recommendations as to the most appropriate way to proceed. In addition, there are services that A&I should continue to provide in support of the project, which are listed as well. This clarity will be beneficial to the project as we all move forward together.

MOCA Proposed Services

1. Organize, facilitate, and lead the role and responsibility development for the Capitol Building Restoration Oversight Group –Recommendations 1 – 5 above.
2. Organize, facilitate, lead, and document (meeting minutes) development of design guidelines and imperatives and summary documents, which comprise the project definition documents. Recommendations 6 – 9 above.
3. Review contractual modifications to include a satisfaction fee in the CM and the Architects contracts. Recommendation 10 above.
4. Organize, facilitate, lead and document (meeting minutes) the Design Scoping Process.
5. Oversee the Construction Manager's development of the initial, conceptual master cost model in Construction Specifications Institute (CSI) format and the specific cost models associated with each of the design guidelines and imperatives.
6. Oversee the Construction Manager's critical path analysis in order to determine the most effective and efficient sequencing of the construction work in order to minimize cost and disruption to the existing schedule of the Capitol and Herschler Buildings.
7. In collaboration with CM and Design Team, develop milestone schedule dates for completion of design up to start of construction. Recommendations 11 – 13 above.
8. Oversee the Construction Manager's development of the critical path method schedule to be coordinated with the initial cost model and the Fixed Limit of Construction Cost.
9. Oversee Design Team's critical path issues and milestone schedule.
10. Facilitate and coordinate communications between the Capitol Building Restoration Oversight Group, Design Team and the tenants located in the Capitol Buildings on information gathering, analysis, and documentation of space planning and layouts and other requirements.
11. Provide a communications plan - prepare a communication plan in collaboration with the Capitol Building Restoration Oversight Group, design consultants and Construction Manager to keep stakeholders and project team members informed on the status of the project. Provide project information and updates for project website(s) as communication tool for owner's group.
12. Prepare monthly project reports to Capitol Building Restoration Oversight Group to reflect the current project status.
13. Attend project meetings (during design, construction, and post construction phases of the project) and review meeting notes for compliance to project goals.
14. Provide analysis and options for addressing space and other requirements for the tenants of the Capitol and Herschler Buildings.
15. Review and validate space program documents prepared by the Design Team to ensure functional and other requirements are met in the most efficient and effective manner in accordance with State standards or other standards as approved by the Capitol Building Restoration Oversight Group.

16. Review and validate space planning and floor plans prepared by the Design Team to ensure functional and other Capitol Building Restoration Oversight Group requirements are met, and that the space is suitable for operation of the Executive and Legislative branches of government as well as the other tenants of the two buildings.
17. Maintain, monitor and report on changes to the scope of the project including their impact on the budget and schedule.
18. Review schedules and monitor and report on changes to the project schedule. Include an updated schedule of the entire project with all milestone dates in each report.
19. Monitor and report on changes to the entire project budget.
20. Facilitate and coordinate collaboration between the Executive and Legislative branches of State government and other stakeholders to reach consensus on the functions, direction and use of the Capitol and Herschler Buildings.
21. Conformance to Project Definition: Monitor and manage the design of the building to assure the requirements of the design guidelines are met and are followed.
22. Space program - work closely with the building occupants and Design team to assure compliance with the space program, design-intent and adjacency relationships.
23. Space planning review - review space plans for compliance with budget, State purchasing rules, space guidelines and all furniture plans to be used.
24. Identify options to meet space and other requirements unable to be met within the footprint of the Capitol Building and provide comparative cost and functional analysis for each option.
25. Review the CM's and Architect's cost estimate for SD, DD, and 80% CD documents in CSI format, that they conform to and do not exceed the Fixed Limit of Construction Cost for:
 - a. GMP #1 – Work Package 1
 - b. GMP #2 – Work Package 2
26. Upon completion of each estimate, facilitate a two-day cost estimate resolution workshop with the Design Team and Construction Manager to review each line item of the two estimates to determine the final cost estimate for that particular item and phase of the project. Provide direction to remain within the Fixed Limit of Construction Cost.
27. Review and validate each update to the critical path method schedule prepared by the Construction Manager.
28. Participate in project meetings and review documents to verify implementation of the project definition documents (guidelines and imperatives) through the design and construction phases.
29. Provide review and direction to Capitol Building Restoration Oversight Group to ensure a clearly defined project (scope, schedule and budget) at each stage of the project, continuous collaboration among all team members and stakeholders throughout the project, and owner's and tenant's expectations are met.
30. Facilitate quarterly satisfaction meetings to review and evaluate the performance of the Design Team and Construction Manager.
31. Provide project information testimony as requested for Legislative and Capitol Building Restoration Oversight Group activities.
32. Provide project information for communication with building tenants, Legislative committees and other stakeholders.
33. Provide periodic reports and information as requested for by Capitol Building Restoration Oversight Group.
34. Provide project information and updates for project website(s) as a communication tool for project team members, building tenants and public throughout the project and requested by Capitol Building Restoration Oversight Group.
35. Provide presentations to community groups and communications with local municipality as needed.

36. Prepare a Project Management Plan in collaboration with the Capitol Building Restoration Oversight Group, Program Manager, Design consultants and Construction Manager. Update the Project Management Plan as additional information becomes available. Distribute all updates to the Project Management Plan to Capitol Building Restoration Oversight Group and team.
37. Review and communicate the critical issues list to the team to maintain the flow of information.
38. Review and resolve all claims by Architect or CM in collaboration with State. Report monthly to Capitol Building Restoration Oversight Group.
39. Conduct field observations and recording - conduct “field” observation tours as necessary to record the construction progress. Notify the Capitol Building Restoration Oversight Group of potential increases in cost or a delay of construction. Observation of the work shall not include licensed A/E duties of review and observation is for purposes of compliance with plans and specifications.
40. Collaborate with the visitor services to integrate the visitors experience into the project.
41. Punch list - in conjunction with the A/E of Record, monitor the list of incomplete or defective work (punch list) prior to beneficial occupancy or substantial completion. Work with CM and Architect to complete the work.
42. Final completion - in consultation with the A/E of Record, communicate when the work is finally completed and ensure a final completion date is established.
43. Project close-out meeting - thirty (30) calendar days prior to the established date of final acceptance, conduct a meeting with all the tenants for move in coordination.
44. Record documents - monitor the receipt of submittals of information for as-built preparation and coordinate and expedite the transmittal of record documents to the user agency.
45. Monitor the receipt of material, such as manufacturer’s operations and maintenance manuals, warranties, guarantees, etc., in an organized manner.
46. Training - monitor the training schedule of state personnel with the contractor or suppliers for operation and maintenance of the major building systems (i.e. Building Automation System, Fire Alarm System, Security System, HVAC System, etc.)

Recommended Scope for A&I

The following Scope is recommended for A&I to provide in close collaboration with MOCA (PM) and Capitol Building Restoration Oversight Group:

1. Collaborate with the Capitol Building Restoration Oversight Group Program Manager (PM) on all activities listed below. Keep the PM informed of the daily activities and changes through email and phone conversations.
2. Manage the CM and A/E contracts to maintain compliance with Capitol Building Restoration Oversight Group expectations.
3. Monitor and report to the PM the project cost compliance with approved and appropriated funds.
4. Prepare RFPs, contracts, amendments and miscellaneous correspondence for State official's signature.
5. Manage and keep current all changes approved by the Capitol Building Restoration Oversight Group. A&I shall be the contracting authority and document all changes in writing to the various contracts.
6. Participate in meetings for the purpose of monitoring and reporting on the status of the cost, scope and schedule of the project.
7. Project reporting - report to PM the monthly/biweekly/weekly progress, project costs to date, milestones accomplished, next month's scheduled progress, change and cash flow, and the development of the monthly report.
8. Responsibilities related to State's consultants - perform contract administration on state contracts for Design team, program manager, construction manager and other project consultants, including performance of work in order to achieve compliance with the project cost, scope and schedule. Recommend courses of action to the PM when requirements of the Project are not being fulfilled.
9. Scheduling - advise the State's consultants of the requirement for performing their work within the framework of the project schedule and monitor the progress of the work being performed by the State consultants. Advise and make recommendations concerning alternative courses of action in its efforts to achieve completion of all activities, tasks, actions and deliverables.
10. Contracts and request for proposals - preparation of request for proposals and qualifications (RFPs/RFQs), prepare design scopes of work, assist with executing design contracts, and amendments in collaboration with the PM and Capitol Building Restoration Oversight Group. Review and evaluate proposals and make recommendations of the proposal offering the best value to the State. Assist in negotiations with selected responders.
11. Maintain the history of the project, including history of building, purpose of restoration, scope, cost and schedule. Utilize the monthly report provided by the PM.
12. Assist the PM in maintaining critical issues list - maintain, track and report on a list of critical items that need to be resolved in order to maintain the project cost and schedule. This list shall show completion dates of when the critical path item was initiated and completed.
13. Maintain a budget spreadsheet for the project (in Excel format). Provide an updated budget spreadsheet for each monthly report to the PM.
14. Review consultant's work for compliance with the State's design guidelines and other State requirements.
15. Report on all consultant and contractor claims and update the status as it occurs. Review the contents of any claim submitted to the PM and Capitol Building Restoration Oversight Group.
 - a. Assemble information concerning the claim.
 - b. Review the alleged cause of the claim.
 - c. Make recommendations with respect to the claim.
 - d. Make a final recommendation concerning settlement or other appropriate action.

- e. Lead in negotiating the claim as directed by PM and Capitol Building Restoration Oversight Group.
- 16. Coordinate with the Architect/Engineer (A/E) of Record to prepare and update the Building Data Sheet (briefing) on the physical characteristics and estimated construction costs.
- 17. Report on monthly/periodic progress that updates the above information. Submit a draft format for monthly report for review and approval to PM and Capitol Building Restoration Oversight Group.
- 18. In collaboration with PM, maintain and update project website(s).
- 19. Participate in regular project meetings in conjunction with the PM, Designers, Construction Manager to stay current with project progress in order to manage contracts.
- 20. Review minutes distributed by the A/E and Contractors, and if necessary, provide corrections or clarifications in writing.
- 21. Construction administration procedures - , in collaboration with the PM and Capitol Building Restoration Oversight Group, review, approve, process and communicate with all parties regarding supplemental agreements, payment requests, requests for information, submittals and other information.
- 22. Review all bid packages to ensure conformance with the contract and schedule and budget parameters.
- 23. Attend all pre-bid conferences for each bid package to monitor A/E clarifications to the construction documents.
- 24. Contracting authority on the award of contracts or rejection of bids.
- 25. Construction site meetings - participate in construction site meetings and review minutes, provide corrections or clarifications in writing to A/E of Record, Contractor and stakeholders.
- 26. Field observations and recording - participate in "field" observation tours as necessary (at least every two weeks) to record construction progress. Monitor the consultant A/E of Record's observation field reports.
- 27. Nonconforming work - transmit letters of nonconforming work to PM when it is the judgment of the A/E of Record that the work does not conform to the contract documents. Follow-up to ensure corrective work occurs.
- 28. Record documents - ensure that all contracts, drawings, specifications, addenda, supplemental agreements, approved shop drawings, product data, samples and similar required submittals are received, reviewed, kept in order and are packaged such for the purpose of archiving.
- 29. Project schedule - monitor and review the project schedule and all updates to the project schedule and notify the State of any conflicts. Monitor and enforce the critical dates derived from the schedule during the design, bidding, construction and occupancy phases with all parties.
- 30. Analyze claims for time - analyze claims for extensions of time and costs, and coordinate with the A/E of Record to resolve.
- 31. Establish and maintain a project financial status reporting system. Advise and make recommendations to PM concerning the alternative courses of action to complete the project in the most economical manner possible including costs related efficiency, usable life, maintenance, energy, sustainability and operation.
- 32. Conduct all cost research and reviews necessary for approving supplemental agreements (change orders).
- 33. Prepare and distribute project cost summary reports regularly throughout construction, including updated cost information reflecting actual bid prices and construction costs versus current budget figures.
- 34. Supplemental agreements to the contract - review requests for changes, assist in negotiating proposals, and make recommendations to the State.
- 35. Establish and implement a supplemental agreement control system. Track all supplemental agreements and proposal letters and requests for information. Estimate the cost and time necessary for all proposal

letter responses and make recommendations to the State prior to execution of supplemental agreements.

36. Review time extensions due to a supplemental agreement. Make recommendations to the State on the acceptability of time extensions requested prior to the execution of any supplemental agreement.
37. Review and make recommendations on all payment requests submitted by the State's consultants, contractors and vendors. Review the payment requests submitted for accuracy and determine whether the amount requested generally reflects the progress of the work. Recommend and facilitate appropriate adjustments to each payment application.
38. Assist in obtaining the occupancy permit. This task includes, where necessary, accompanying governmental officials during inspection of the construction and ensuring that proper documentation to the appropriate approving agencies and code officials is accomplished.
39. In collaboration with the PM, prepare requests for proposals for moving to and from temporary space, solicit quotes, prepare contracts, conduct pre-move-in conferences and administer the contract for moving activities in conjunction with move-in.
40. Manage all leases and relocations.
41. Punch list - in conjunction with the A/E of Record, monitor the list of incomplete or defective work (punch list) prior to beneficial occupancy or substantial completion. When incomplete work or defective work has been remedied, ensure a Certificate of Substantial Completion is issued by the A/E of Record.
42. Project close-out meeting - Thirty (30) calendar days prior to the established date of final acceptance, conduct a meeting with the PM and A/E of Record to review maintenance manuals, guarantees and warranties, close-out submittals, bonds, and service contracts for materials and equipment.
43. Record documents - coordinate and expedite submittals of information for as-built preparation and will coordinate and expedite the transmittal of record documents to the user agency.
44. Organize and index operation and maintenance materials - prior to the final completion of construction, ensure the receipt of material, such as manufacturer's operations and maintenance manuals, warranties, guarantees, etc., are in an organized manner.
45. Training - coordinate the training schedule of state personnel with the contractor or suppliers for operation and maintenance of the major building systems (i.e. Building Automation System, Fire Alarm System, Security System, HVAC System, etc.).

Fee Proposal

The following fee proposal is based upon the attached recommendations and the outlined scope of work.

Personnel (See attached resumes)

- David Hart, FAIA – Executive Leadership, will lead the team
- Paul Brown, AIA, LEED AP – Project Definition
- Chad Jones, LEED AP – Principle/Project Manager
- Joe Stahlmann – Project Support
- Paul Ernst – Construction Specialist
- Robert Czubak – Scheduler

Note: MOCA is not recommending full time on site support. However, during preconstruction services, we will be happy to investigate the option of full time on site support and the additional associated fee for services depending on how those services are provided.

Schedule Assumptions

- Pre-Construction Start July 15, 2015 (7.5 Months)
- Start of Construction Activities March 1, 2016 (32 Months)
- Substantial Completion of Construction November 1, 2018
- Post Construction, Move in and Warranty Work November 1, 2019. (12 Months)

Fee Development

- Pre-Construction will involve MOCA personnel, primarily David Hart, Paul Brown and Chad Jones (it is not anticipated that additional staff from the State or Community will be required in this phase). MOCA will provide daily interface with Design Team, CM and Capitol Building Restoration Oversight Group in person and by phone. See scope of services.
 - Deliverable = Alignment of expectations with scope, budget and schedule
 - Establishment of roles and responsibilities
 - Communications
 - Project definition (guidelines and imperatives)
 - Fixed Limit of construction cost (FLCC)
 - Establishment of GMP 1 and 2
 - Monthly reporting to Capitol Building Restoration Oversight Group
 - Working sessions with Capitol Building Restoration Oversight Group preservation sub-committee
 - Written monthly report
 - Schedule development
 - Review of architectural documents for coordination and compliance with guidelines and imperatives as per Capitol Building Restoration Oversight Group
 - Review of cost estimates by CM
 - Review of schedule by CM
 - Communication of outstanding issues requiring Capitol Building Restoration Oversight Group attention

- Construction activities will involve David Hart and Chad Jones. (The possibility of either a full time State employee as support or a full time team member from either MOCA or the community will be determined during the pre-construction services. The discussion will include the additional support and fee needed to provide services during construction.) MOCA will provide daily interface with Capitol Building Restoration Oversight Group, A&I, Design Team and CM. See scope of services.
 - Deliverable = Implementation of the alignment process with CM and Design Team
 - Monthly reports to the Capitol Building Restoration Oversight Group
 - Monthly meeting with the Capitol Building Restoration Oversight Group preservation subcommittee
 - Monthly reports on construction progress
 - Management and reporting on budget monthly
 - Management and reporting on schedule monthly
 - Communication to stakeholders and tenants monthly
 - OAC meeting attendance and participation
 - Monthly review of change orders, submitted and approved
 - Communication of outstanding issues or issues requiring Capitol Building Restoration Oversight Group attention
- Post Construction, move-in and warranty will involve David Hart and Chad Jones. This will involve participation in project closeout, assuring the Capitol Building Restoration Oversight Group that the project is complete in accordance with the approved documents. Resolution of all change orders.
 - Deliverables
 - Move in and orientation of building tenants
 - Close out of all construction contracts
 - Warranty walk through at 6 and 11 months
 - Development of final report to the Capitol Building Restoration Oversight Group
 - Presentation of final budget numbers

Proposed Fee

Based upon the above recommendations, proposed scope of work, schedule assumptions and fee development with deliverables we propose a Lump Sum Fixed Fee of **\$1,579,955.32**, which is inclusive of fee and reimbursable expenses to be billed on a percent complete of each phase as follows:

Phase	Professional Fee	Reimbursable	Total/Phase Lump Sum
Pre-Construction	\$356,603.37	\$80,800.00	\$437,403.37
Construction	\$847,517.87	\$180,030.00	\$1,027,547.87
Post Construction	\$89,354.07	\$22,650.00	\$112,004.07
Total	\$1,293,475.32	\$283,480.00	1,576,955.32

Notes Regarding Fee

1. The proposed fee does not provide for a full time on site personnel. If this is determined to be needed, MOCA is prepared to do the following:
 - a. Identify and train an individual from within Wyoming State Government. This would be a no cost increase to the MOCA fee, or

- b. Identify and manage a local professional partner that will provide full time support during construction to the project. This would require additional fees, which can be determined at the appropriate time, or
 - c. Identify and hire a local professional as part of MOCA team who would provide full time support to the project until complete. This additional cost would need to be identified and add to the proposed fee above.
- 2. The reimbursable expenses are estimated to include the anticipated number of trips that will be required each month in order to align and maintain the alignment of the project. We are recommending this be added to the fee as a lump sum to simplify invoicing and paperwork. However, we are also willing to invoice each trip as a reimbursable expense and the professional fee as a lump sum.

RESUMES

David Hart, FAIA

**Role**

Executive Leadership

Years of Experience

30

Years with MOCA

5

EducationMaster of Architecture,
University of Utah Graduate
SchoolBS in City Planning and
Urban Design & Geography,
University of Utah**Training / Certifications**Registered Architect in UT,
MN, CO, ID & MAAmerican Institute of
Architects, Fellow (FAIA)**Summary**

Mr. Hart has 30 years of experience in program management, architecture and design of large, complex and politically sensitive projects. He has experience with public architecture, educational facilities, hotels, high-rise office buildings, and multiple government facilities with a focus on historical renovation. David's experience in historical renovation is demonstrated through his in depth involvement at the Utah State Capitol, the Minnesota State Capitol, and the Cannon House in Washington, D.C.

In 2000, the Utah Capitol Preservation Board appointed Mr. Hart as Architect of the Utah State Capitol. In this capacity he directed the entire restoration of the State Capitol. He orchestrated the development of the Historic Structures Report and the Capitol Preservation Board's 20 Year Master Plan, both of which called for the complete restoration of the Capitol and the grounds, back to the original designs by Olmsted in 1890 and Richard Kletting in 1907.

While at the Capitol, Mr. Hart oversaw the development and implementation of the visitor services program and the development of the Capitol Art Collection. He was responsible for the innovation of a collaborative integrated delivery process that led to the successful restoration of the Utah State Capitol. This methodology influenced management of complex public projects nationally.

Mr. Hart has participated on boards and commissions including a position as commissioner on the Salt Lake County Planning and Zoning Commission. In 2008, he was the National Chair of the AIA Public Architects and contributed numerous articles to the knowledge Center. He was a featured speaker at CMAA and AIA on Project Delivery of Historic Preservation. David also co-authored a book (with Judith E. McConkie) titled "With Anxious Care: The Restoration of the Utah State Capitol" and helped produce a video to accompany the book.

Relevant Project Experience**Minnesota State Capitol Master Plan and Restoration****St. Paul, MN****2012 - ongoing**

MOCA is assisting the Capitol Preservation Commission to develop a comprehensive master plan and acting as owner's project manager for the \$240 million restoration. **Role: Principal In Charge** - OPM responsible for program management from pre-design thru construction closeout, and providing cost and schedule review of feasibility options.

RESUMES

David Hart, FAIA

Relevant Project Experience - cont.

Utah State Capitol Restoration and Base Isolation

Salt Lake City, UT

2000 - 2009

The \$240 million historic State Capitol restoration included new construction of the Senate and House office buildings, campus redevelopment and parking complex for the Utah State Capitol. The project included 89,000 SF of Class A office space.

Role: Program Manager

Architect of the Capitol Cannon House Building

Washington, D.C.

2012 - ongoing

The 105-year-old Cannon House Office Building is the oldest congressional office building on Capitol Hill and houses offices for members of the U.S. House of Representatives and several congressional committees. This is the first renovation of an office building on Capitol Hill and the AOC is hoping to set other precedents such as LEED certification and the use of building information modeling. The Cannon House Office Building will remain fully occupied and operational throughout the renewal program, with the occupants of each wing under construction being temporarily relocated. MOCA is providing thought leadership and subject matter expert services.

Role: Historic Preservation Subject Matter Expert

RESUMES

Paul Brown, AIA, LEED AP

**Role**

Project Definition

Years of Experience

30

Years with MOCA

3

Education

Master of Architecture,
University of Utah BS, City
Planning and Urban Design,
University of Utah

Training / Certifications

Registered Architect (RA), UT

American Institute of
Architects (AIA)

USGBC Leadership in Energy
& Environmental Design
Green Associate (LEED AP)

Summary

Mr. Brown has 30 years of experience designing complex and politically sensitive, high profile projects. Paul's project experience includes master planning and concept design for projects intended to enhance visitor experience and feasibility of accommodations. He has also performed extensive urban site analysis and site development guidelines for public assemblies and public safety buildings. Paul has lead the project definition and master planning on complex renovations of public buildings, as well as programming and exhibit integration for award winning museums and a number of historic restoration and preservation projects. He has successfully managed a number of complex projects through funding processes for a variety of institutions.

Relevant Project Experience**Minnesota State Capitol Master Plan and Restoration****St. Paul, MN****2012 - ongoing**

MOCA is assisting the Capitol Preservation Commission to develop a comprehensive master plan and acting as owner's project manager for the \$240 million restoration. **Role: Project Definition Lead** - Developed master plan with members of the Capitol Preservation Commission to determine the project guiding principles.

Utah State Capitol Restoration and Base Isolation**Salt Lake City, UT****2000 - 2009**

The \$240 million historic State Capitol restoration included new construction of the Senate and House office buildings, campus redevelopment and parking complex for the Utah State Capitol. The project included 89,000 SF of Class A office space.

Role: Project Definition Lead - Worked closely with Mr. Hart and Mr. Boyd to develop the project definition documents including the design guidelines and imperatives. Participated in the design scoping workshops and compiled the summary documents. Used a CM/GC option with a late GMP to lower budgetary risks, with a higher amount of owner control in decision making.

Idaho State Capitol Restoration**Boise, Idaho****2002 - 2009**

The \$85 million restoration included underground wing additions to the 257,000 SF Capitol building. The scope of the project included MEP upgrades, as well as tenant improvements to the 50,000 SF Garden Wings that were added to the east and west sides of the building. **Role: Project Definition** - Provided a concept design package and project definition. He developed the program and multiple concept development studies.

RESUMES

Chad Jones, LEED AP

**Role**

Principal / Project Manager

Years of Experience

18

Years with MOCA

5

EducationMS, Construction Management,
Brigham Young UniversityBachelor of Business
Management, Utah Valley State
CollegeAssociates of Architectural
Studies, Utah Valley State
College**Training/Certifications**

Primavera P6 Project Planner

USGBC Leadership in Energy
& Environmental Design
Accredited Professional (LEED
AP)**Summary**

Mr. Jones has 17 years of experience in program and construction management across government and commercial owners through a variety of delivery processes. He specializes in architectural and engineering services. He has managed the design and construction of \$4 billion in facilities and infrastructure systems. He has significant experience in bid documents and constructability reviews, contractor submittals and shop drawing reviews, preparation and analysis of contract-related documents, as well as cost, schedule and resource analyses on projects. Chad authored "The Role of the Architect: Changes of the Past, Practices of the Present, and Indications of the Future," in 2010 for *The International Journal of Construction Education and Research*.

Relevant Project Experience
Utah State Capitol Restoration and Base Isolation
Salt Lake City, UT
2000 - 2009

The \$240 million historic State Capitol restoration included new construction of the Senate and House office buildings, campus redevelopment and parking complex for the Utah State Capitol. The project included 89,000 SF of Class A office space.

Role: Project Manager

RESUMES

Paul Ernst



Role

Construction Specialist

Years of Experience

25

Years with MOCA

5

Education

BS, Construction Management,
Louisiana State University

Training / Certifications

Primavera Project Planner

Timberline Cost Estimate

Pricing Government Contracts

Government & Remedial Action
Program

8-Hour Hazardous Waste
Supervisor & General Site
Worker Refresher

40-Hour OSHA Training (29 CFR
1910.120)

Summary

Mr. Ernst has 25 years of experience in facility and program construction management on over \$1 billion in school and government construction and renovation projects throughout the country. He has an extensive background in providing owner's program management services to clients.

Paul's experience includes construction program and project management assignments have included soil excavation, soil sampling, groundwater remediation system installation, and other facets of general building construction. He has also managed multiple prime trade contractors, performing all aspects of renovation and remodeling work in user-occupied areas. Paul's field experience and education enable him to produce quality work products while maintaining realistic budgets.

Relevant Project Experience

Minnesota State Capitol Master Plan and Restoration

St. Paul, MN

2012 - ongoing

MOCA is assisting the Capitol Preservation Commission to develop a comprehensive master plan and acting as owner's project manager for the \$240 million restoration. **Role: Scheduling./Cost Analysis** - OPM responsible for program management from pre-design thru construction closeout, and providing cost and schedule review of feasibility options.

Utah State Capitol Restoration and Base Isolation

Salt Lake City, UT

2000 - 2009

The \$240 million historic State Capitol restoration included new construction of the Senate and House office buildings, campus redevelopment and parking complex for the Utah State Capitol. The project included 89,000 SF of Class A office space.

Role: Project Manager

RESUMES

Robert Czubak

Summary

Mr. Czubak has 14 years of experience working in the construction management industry. Robert's strong combination of experience working on project schedules and schedule analysis in new, renovated, retrofit and rehabilitated construction projects provide tremendous value to each project. Robert also brings experience in site operations, building maintenance and project management, which helps streamline productivity and deliver quality, on-time, on-budget projects.

Relevant Project Experience

Minnesota State Capitol Master Plan and Restoration

St. Paul, MN

2012 - ongoing

The state of Minnesota retained MOCA to assist in the organization of the Capitol Preservation Commission, develop a comprehensive master plan and act as owners project manager for the \$241 million restoration. The master plan process identified the major MEP system issues; life safety issues, budget development and developed multiple scenarios that helped the Commission and Legislature accept the overall plan. Construction was organized to allow occupancy during restoration. **Role: Scheduler**

Role

Scheduler

Years of Experience

14

Years with MOCA

2

Education

MBA, Webster University

BS, Construction Management,
Michigan State University

Training/Certifications

Primavera P6 Project Planner

RESUMES

Joe Stahlmann

Summary

Joe Stahlmann has 19 years of experience in design, planning, construction, facility assessments and management of multiple projects as an Owner's Representative, with a focus on Historic Structures. He has worked with multiple clients including state and local, federal, colleges, k-12, aviation and healthcare. Joe's experience includes on-site Program Management, Project Controls (cost and schedule) Management, and authoring Predesign and Master Planning documents.

Joe's unique background in history, construction, and architecture has suited him well in historic restoration work. This has proven to be an asset at the Minnesota State Capitol restoration, as well as the various boards and committees that he serves on.

In 2013, the Mayor of North St. Paul appointed Joe to the Historical Design Review Commission where he reviews design proposals and makes recommendations to the city council based on historical design standards.

Joe's role on the display committee for the North St. Paul History Museum has focused on user experience and grant writing. In addition to giving multiple lectures on Historic Restoration at the museum, Joe has also provided presentations at the request of the State of Minnesota to various other interest groups including multiple Rotary Clubs.

Relevant Project Experience

Minnesota State Capitol Restoration

St. Paul, MN

2012 - ongoing

The state of Minnesota retained MOCA to assist in the organization of the Capitol Preservation Commission, develop a comprehensive master plan and act as owners project manager for the \$241 million restoration. The master plan process identified the major MEP system issues; life safety issues, budget development and developed multiple scenarios that helped the Commission and Legislature accept the overall plan. Construction was organized to allow occupancy during restoration. Role: Program Manager



Role

Project Support

Years of Experience

19

Total Years with MOCA

4

Education

Bachelors of Science in
Architecture, University of Texas
at San Antonio



July 16, 2015

Schedule of Values

Pre-Construction (July 15 to Feb 15)	Hours	Dollars
<i>Services</i>		
David Hart, FAIA-Executive in Charge	480	\$ 106,730.77
Paul Brown, AIA - Project Definition Leader	580	\$ 101,407.00
Chad Jones- Project Management	860	\$ 134,375.00
Robert Cuzbac - Schedule	144	\$ 14,090.00
		\$ 356,602.77
<i>Reimbursable Costs</i>	<i>Amount</i>	<i>Cost</i>
flights	24	\$ 13,200.00
Hotel nights	144	\$ 25,920.00
Meals	396	\$ 33,840.00
Car and Gas	16	\$ 7,840.00
		\$ 80,800.00
Construction (March 2016 to Nov 2018)	Hours	Dollars
<i>Services</i>		
David Hart, FAIA-Executive in Charge	1228	\$ 282,628.80
Paul Brown, AIA - Project Definition Leader	894	\$ 161,978.45
Chad Jones- Project Management	2130	\$ 347,665.04
Robert Cuzbac - Schedule	544	\$ 55,245.24
		\$ 847,517.53
<i>Reimbursable Costs</i>	<i>Amount</i>	<i>Cost</i>
flights	64	\$ 35,200.00
Hotel nights	384	\$ 69,120.00
Meals	672	\$ 44,350.00
Car and Gas	64	\$ 31,360.00
		\$ 180,030.00
Post Construction (Nov 2018 to Nov 2019)	Hours	Dollars
David Hart, FAIA-Executive in Charge	140	\$ 34,307.96
Paul Brown, AIA - Project Definition Leader	36	\$ 6,479.14
Chad Jones- Project Management	320	\$ 48,566.98
		\$ 89,354.08



<i>Reimbursable Costs</i>	<i>Amount</i>	<i>Cost</i>
flights	16	\$ 8,800.00
Hotel nights	32	\$ 5,760.00
Meals	40	\$ 3,190.00
Car and Gas	10	\$ 4,900.00
		\$ 22,650.00