

CONTRACT

FOR DEMOLITION CONTRACTOR SERVICES

Contract Documents
Demolition Contractor Services

Table of Contents

Demolition

Agreement

Exhibit A - Certificate of Insurance and Payment and Performance Bonds

Agreement

AGREEMENT BETWEEN
Campbell County School District No. 1
AND
Wyoming Earthmoving Corpotation
FOR THE DEMOLITION OF IMPROVEMENTS
TO REAL ESTATE FOR THE **Campbell County School District No. 1,**
Modular Removals

Agreement Table of Contents

		Page
ARTICLE 1	GENERAL TERMS	1
1.1	Interested Parties	1
1.1.1	“Owner”	1
1.1.2	“Demolition Contractor”	1
1.1.3	“Architect”	1
1.2	Scope Of The Demolition Project	1
1.3	Contract Documents	1
1.4	Definitions	2
1.4.1	Addenda	2
1.4.2	Agreement Or Contract	2
1.4.3	Application For Payment	2
1.4.4	Architect	2
1.4.5	Architect’s Consultant	2
1.4.6	Asbestos	2
1.4.7	Bid	2
1.4.8	Bidding Document	2
1.4.9	Bidding Requirements	2
1.4.10	Bonds	2
1.4.11	Change Order	2
1.4.12	Claim	2
1.4.13	Contract Or Agreement	2
1.4.14	Contract Documents	3
1.4.15	Contract Price	3
1.4.16	Contract Times	3
1.4.17	Cost Of The Demolition Work	3
1.4.18	Day Or Days	3
1.4.19	Demolition Contractor	3
1.4.20	Drawings	3
1.4.21	Effective Date Of The Agreement	3
1.4.22	Architect	3
1.4.23	Architect’s Consultant	3
1.4.24	Field Order	3
1.4.25	General Requirements	3
1.4.26	Hazardous Environmental Condition	4
1.4.27	Hazardous Waste	4
1.4.28	Laws Or Regulations	4
1.4.29	Liens	4
1.4.30	Material	4
1.4.31	Milestone	4
1.4.32	Notice To Proceed	4
1.4.33	Owner’s Project Representative	4

1.4.34	Partial Utilization Or Partial Occupancy	4
1.4.35	PCBs—Polychlorinated Biphenyls	4
1.4.36	Petroleum	4
1.4.37	Demolition Project	4
1.4.38	Demolition Project Manual	4
1.4.39	Radioactive Material	4
1.4.40	Reserved Material	4
1.4.41	Salvageable Or Recyclable Materials	5
1.4.42	Site	5
1.4.43	Specifications	5
1.4.44	Structure(s)	5
1.4.45	Subcontractor	5
1.4.46	Substantial Completion	5
1.4.47	Supplementary Conditions	5
1.4.48	Supplier	5
1.4.49	Underground Facilities	5
1.4.50	Work	5
1.4.51	Work Change Directive	5
1.4.52	Written Amendment	6
1.5	Terminology	6
ARTICLE 2	THE DEMOLITION WORK OF THIS CONTRACT	7
2.1	The Demolition Work Of The Demolition Project	7
ARTICLE 3	CONTRACT SUM	7
3.1	Bid Contract Sum	7
3.2	Bid Alternates	7
3.3	Total Contract Sum	7
ARTICLE 4	BONDS AND INSURANCE	7
4.1	Performance, Payment And Other Bonds	7
4.2	Licensed Sureties And Insurers	7
4.3	Certificates Of Insurance	8
4.4	Contractor's Liability Insurance	8
4.5	Insurance Requirements	9
4.6	Level Of Insurance Coverage	10
4.7	Owner's Liability Insurance	10
4.8	Property Insurance	10
4.9	Waiver Of Rights	11
4.10	Receipt And Application Of Insurance Proceeds	11
4.11	Acceptance Of Bonds And Insurance; Option To Replace	12
4.12	Partial Utilization, Acknowledgment of Property Insurer	12
ARTICLE 5	PRELIMINARY MATTERS	12
5.1	Delivery of Bonds	10
5.2	Copies of Documents	12
5.3	Commencement of Contract Times; Notice To Proceed	13
5.4	Starting The Demolition Work	13

5.5	Before Starting Demolition	13
5.5.1	Identification Of Project Representatives	13
5.5.2	Demolition Contractor's Review Of Contract Documents	13
5.5.3	Preliminary Schedules	13
5.6	Evidence Of Insurance	13
5.7	Pre-Demolition Conference	14
5.8	Initial Acceptance Of Schedules	14
5.9	Acknowledgment That Bid Based Upon Full Examination Of Contract Documents	14
5.10	Compliance With Owner's Policies; Regulations, Directives, And Practices	14
5.11	Equal Opportunity Employer And Non-Discrimination	14
ARTICLE 6	CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	14
6.1	Intent	14
6.2	Clarifications And Interpretations	15
6.3	Reference Standards	15
6.3.1	Standards, Specifications, Codes, Laws, And Regulations	15
6.4	Reporting And Resolving Discrepancies	15
6.4.1	Reporting Discrepancies	15
6.4.2	Resolving Discrepancies	15
6.5	Amending And Supplementing Contract Documents	15
ARTICLE 7	DATE OF COMMENCEMENT, AND SUBSTANTIAL AND FINAL COMPLETION	16
7.1	Date Of Commencement	16
7.2	Contract Time	16
7.3	Substantial Completion	16
7.3.1	Specified Time	16
7.3.2	Conditions Applicable To Substantial Completion	16
7.4	Final Completion	16
7.5	Failure To Complete The Demolition Work On Time	16
7.5.1	Liquidated Damages – Failure To Meet Substantial Completion Date	17
7.5.2	Liquidated Damages – Failure To Meet Final Completion Date	18
7.5.3	Liquidated Damages – In Addition To Other Remedies	18
ARTICLE 8	GENERAL EXECUTION AND PROGRESS OF THE WORK	18
8.1	Schedule	18
8.2	Periodic Progress Reports	18
8.3	Acceptance Or Rejection of Work	18
8.4	Timely Payment By Demolition Contractor For Equipment	18
8.5	Protection Of The Demolition Work Of Other Contractors	18
8.6	Coordination Of The Demolition Work	19
8.7	Acceptance Of Revisions In Schedule	19
8.8	Construction Waste Management	19
8.8.1	Construction Waste Management Plan	19
8.8.2	Salvage And Recycling Of Nonhazardous Material	19
8.8.3	Indemnification For Hazardous Demolition Or Construction Waste Materials	20
8.9	Environmental Requirements	20

8.9.1	Wetlands	20
8.9.2	Floodplains	20
8.9.3	Historic Preservation	21
8.9.4	Endangered Species	21
ARTICLE 9	COMPLIANCE WITH LAWS AND REGULATIONS	21
9.1	Wyoming, Indian Nation And United States Residency, Labor Bonding And Payment, Environmental And Waste Disposal Statutes And Regulations	21
9.2	Permits, Fees And Notices	21
9.3	Compliance With Tax, Social Security, Unemployment And Workers' Compensation Laws And Regulations	21
9.4	Equal Employment Opportunity And Verification Of Immigration Status	22
ARTICLE 10	DEMOLITION CONTRACTOR'S RESPONSIBILITIES	22
10.1	Supervision	22
10.2	Superintendent	22
10.3	Labor, Working Hours	22
10.4	Services, Equipment And Debris Disposal	22
10.5	Progress Schedule	22
10.6	Substitute Demolition Methods Or Procedures	23
10.6.1	Architect's Evaluation	23
10.6.2	Special Guarantee	23
10.6.3	Expense Of Substitution	23
10.7	Concerning Subcontractors, Suppliers, And Others	23
10.8	Patent Fees And Royalties	24
10.9	Permits	24
10.10	Utility Connections	25
10.11	Laws And Regulations	25
10.12	Taxes	25
10.13	Use Of Site And Other Areas	25
10.13.1	Staging Of The Demolition Work, Use Of Site And Other Areas	25
10.13.2	Removal Of Debris During Performance Of The Demolition Work	26
10.13.3	Cleaning	26
10.13.4	Loading Structures	26
10.14	Record Documents	26
10.15	Safety And Protection	26
10.15.1	General Supervision	26
10.15.2	Safety Laws And Regulations	26
10.15.2.1	OSHA Compliance	27
10.15.3	Acts Of Employees	28
10.15.4	Site Security Identification	28
10.15.5	Vehicle Parking	28
10.15.6	Theft Deterrence Program	28
10.15.7	Exclusion Of Persons With Criminal Records	29
10.16	Safety Representative	29
10.17	Hazard Communication Programs	29

10.18	Emergencies	29
10.19	Continuing The Demolition Work	29
10.20	Demolition Contractor's General Warranty And Guarantee	29
10.21	Indemnification	30
ARTICLE 11	AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS	30
11.1	Availability Of Lands And Information Regarding Lands	30
11.1.1	Owner Furnishing The Site	30
11.1.4	Information Regarding Lands	30
11.1.4.1	Reports And Drawings	30
11.1.4.2	Limited Reliance By Demolition Contractor On Technical Data Authorized	30
11.2	Subsurface Or Physical Conditions	32
11.2.2	Architect's Review	32
11.2.3	Possible Price And Times Adjustments	32
11.3	Underground Facilities	33
11.3.1	Shown Or Indicated	33
11.3.2	Not Shown Or Indicated	33
11.4	Reference Points	34
11.5	Hazardous Environmental Condition At Site	34
ARTICLE 12	OTHER WORK	35
12.1	Related Work At Site	35
12.2	Coordination	35
ARTICLE 13	OWNER'S RIGHTS AND RESPONSIBILITIES	36
13.1	Communications To Demolition Contractor	36
13.2	Replacement Of Architect	36
13.3	Furnish Information And Data	36
13.4	Independent Testing	36
13.5	Pay Promptly When Due	36
13.6	Surveys	36
13.7	Insurance	36
13.8	Change Orders	36
13.9	Limitations On Owner's Responsibilities	36
13.10	Hazardous Environmental Condition	37
13.11	Owner's Milestone Dates And Equipment	37
13.12	Communications	37
13.13	Claims By Owner	37
13.14	Owner's Remedies	37
ARTICLE 14	ARCHITECT'S STATUS DURING CONSTRUCTION	38
14.1	Representation Of Interests Of Owner	38
14.2	Visits To Site	38
14.2.1	Architect's On-Site Visits	38
14.2.2	Limitation On The Architect's Responsibilities	39
14.3	Owner's Representative	39
14.4	Clarifications And Interpretations	39

14.5	Authorized Variations In Work	39
14.6	Rejecting Defective Work	39
14.7	Shop Drawings, Change Orders And Payments	39
14.8	Decisions On Requirements Of Contract Documents And Acceptability Of Work	40
14.9	Limitations On Architect's Authority And Responsibilities	43
ARTICLE 15	CHANGES IN THE DEMOLITION WORK	43
15.1	Authorized Changes In The Demolition Work	43
15.2	Unauthorized Changes In The Demolition Work	44
15.3	Execution Of Change Orders	44
15.4	Notification To Surety	44
ARTICLE 16	CLAIMS	44
16.1	Notice	44
16.2	Architect's Decision	44
ARTICLE 17	CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES; DELAYS	45
17.1	Change Of Contract Price Due To Claims Or Change Orders	45
17.1.1	Lump Sum	45
17.1.2	Cost Of The Demolition Work Plus Fee	45
17.1.2.1	Calculation Of Cost Of The Demolition Work Plus Fee	45
17.1.2.1.1	Cost Of The Demolition Work	45
17.1.2.1.1.1	Labor Costs	45
17.1.2.1.1.2	Equipment And Debris Disposal Cost	46
17.1.2.1.1.3	Bid Subcontracts	46
17.1.2.1.2	Demolition Contractor's Fee For Overhead And Profit	46
17.1.2.1.2.2	Increase In The Contract Price	46
17.1.2.1.2.3	Net Increase / Decrease In The Contract Price	46
17.2	Change Of Contract Times	46
17.3	Delays Within Demolition Contractor's Control	47
17.4	Delays Beyond Demolition Contractor's Control	47
17.4.1	Delays Due To Adverse Weather Conditions	47
17.4.2	Delays Other Than Adverse Weather Conditions	47
17.5	Delays Beyond Owner's and Demolition Contractor's Control	47
17.6	Delay Damages	47
17.6.1	Delays Caused By Demolition Contractor	47
17.6.2	Delays Caused By The Owner, Third Parties, Or Acts Of God	47
17.6.2.1	Increase In Contract Time And Cost	47
17.6.2.1.1	Written Notice To Owner Of Delay	47
17.6.2.1.2	Time Of Submission Of Claim For Increase In Contract Time And Cost	48
17.6.2.1.3	Content Of Demolition Contractor's Claim	48
17.6.2.2	Provisions Of Article Fair And Adequate	48
ARTICLE 18	TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	48
18.1	Notice Of Defects	48
18.2	Access To Work	48

18.3	Tests And Inspections	48
18.3.1	Owner Paid Tests And Inspections	48
18.3.2	Demolition Contractor Paid Tests and Inspections	48
18.4	Uncovering Work	49
18.5	Stopping The Work	49
18.6	Correction Or Removal Of Defective Work	49
18.7	Correction Period	49
18.8	Acceptance Of Defective Work	50
18.9	Owner May Correct Defective Work	50
ARTICLE 19	PAYMENTS TO CONTRACTOR AND COMPLETION	51
19.1	Schedule Of Values	51
19.2	Progress Payments	51
19.2.1	Applications For Payment	51
19.2.2	Certificates For Payment	52
19.2.2.2	Adjustment Of Contractor's Application For Payment	52
19.2.3	Owner's Acceptance Or Rejection Of Applications	52
19.2.3.1	Good Faith Dispute Regarding Application For Payment	52
19.2.4	Lien Waivers and Liens	53
19.2.4.1	Partial Lien Waivers And Affidavits	53
19.2.4.2	Responsibility For Liens	53
19.2.5	Acceptance Of Work	53
19.3	Substantial Completion	53
19.4	Partial Occupancy Or Use	54
19.5	Final Completion And Final Payment	54
19.5.1	Final Inspection	54
19.5.2	Final Application For Payment	54
19.5.3	Wyo. Stat. § 16-6-116 Final Payment Requirements	54
19.5.4	Final Payment Submissions	54
19.5.5	Final Completion Delayed – No Fault Of Demolition Contractor	55
19.5.6	Claims Not Reserved In Writing	55
19.5.7	Acceptance Of Final Payment	55
19.6	Demolition Contractor's Warranty Of Title	55
ARTICLE 20	SUSPENSION OF WORK AND TERMINATION	55
20.1	Owner May Suspend Work	55
20.2	Owner May Terminate For Cause	55
20.3	Owner May Terminate For Convenience	56
20.4	Demolition Contractor May Stop Work Or Terminate	57
ARTICLE 21	DISPUTE RESOLUTION	57
21.1	Litigation	57
21.2	No Mandatory Arbitration	57
21.3	Alternative Dispute Resolution	57
ARTICLE 22	ASSIGNMENT OF THE CONTRACT	57
22.1	Assignment	57
22.2	Prohibition Of Assignment Of Contract By Demolition Contractor	57

22.3	Assignment Of Funds	58
ARTICLE 23	MISCELLANEOUS PROVISIONS	58
23.1	Warranty OF Examination Of Construction Documents And Duty To Update Provided Information	58
23.2	Extent Of Contract	58
23.3	Ownership And Use Of Documents	58
23.4	Governing Law	58
23.5	Force Majeure	59
23.6	Independent Contractor	59
23.7	Kickbacks	59
23.8	Notices	59
23.9	Severability	59
23.10	No Waiver Or Rights	59
23.11	Warranty	60
23.12	Binding Effect	60
23.13	Execution	60
23.14	Sovereign Immunity	60
ARTICLE 24	CONCLUSION	61

This Agreement is made by and between **Campbell County School District No. 1**, hereinafter referred to as "District," and **Wyoming Earthmoving Corpotation**, hereinafter referred to as "Contractor," with the Wyoming State Construction Department (SCD), School Facilities Division (SFD), 2300 Capitol Avenue, Unit D, Cheyenne, Wyoming 82002, hereinafter referred to as "SFD," as a third party beneficiary of the Agreement.

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

ARTICLE 1, GENERAL TERMS

1.1 Interested Parties:

1.1.1 **"Owner:"** The "Owner" referred to in this Agreement is the **Campbell County School District No. 1, PO Box 3033, Gillette, WY 82717** (District), as the primary contracting party, and the Wyoming State Construction Department (SCD), School Facilities Division (SFD), as a signatory indicating its approval of the form of this Agreement and pursuant to the execution of its statutory responsibilities and as a claimant of third party beneficiary rights hereunder. 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 Demolition Project will be provided by the SCD. Approval of the SCD is required by Wyoming law for significant portions of the responsibilities assigned to the "Owner" by the contract documents. To facilitate the relationship established by law between the District and the SCD, all references to "Owner" in this Agreement shall be read to include the District and the SCD in their respective capacities in the exercise of the powers and responsibilities granted to the District in cooperation with and upon the approval of the SCD. References to the District herein shall include the Board of Trustees and administration of the District and references to the SCD herein shall include the Department as well as all SCD planning, design and construction staff and administration.

1.1.2 **"Demolition Contractor:"** The "Demolition Contractor" referred to in this Agreement is **Wyoming Earthmoving Corpotation, PO Box 454, Rozet, WY 82727**.

1.1.3 **"Architect:"** The "Architect" referred to in this Agreement is **Adrienne Hahn, AIA, Principal and the firm of KLJ, 640 N Highway 14-16 Unit K, Gillette, WY 82716**.

1.2 **Scope of the Demolition Project:** The Demolition Contractor shall perform building and or infrastructure demolition, recycling, and debris removal services according to local, state, and federal applicable law and regulations in connection with the scope of the Demolition Project described in the plans and specifications for the Project that is part of the Construction Documents, which shall include all required pre-demolition public hearings and approvals of the SFD establishing the scope of the demolition portion of the Project. The Demolition Project is more particularly described in the plans and specifications, which is made part of this Agreement.

1.3 **Contract Documents:** Owner and the Demolition Contractor agree that the Contract Documents for the Demolition Project shall consist of this Agreement and the following documents incorporated into and made a part of this Agreement, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein, to-wit:

1.3.1 Certificate of Insurance and Payment and Performance Bonds to be attached hereto as Exhibit A.

1.3.2 Any amendments or modifications of this Agreement made after execution of this Agreement.

1.3.3 The Project Specifications and Addenda, and related bid documents, pre-qualification submittals, accounting and construction documents.

1.4 Definitions: Definitions of terms used in this Agreement and wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1.4.1 Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

1.4.2 Agreement or Contract - The entire and integrated written agreement, and all incorporated documents, between Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

1.4.3 Application for Payment - The form acceptable to Architect or Owner's representative which is to be used by Demolition Contractor during the course of the Demolition Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4.4 Architect - The individual or entity named as such in the Agreement. For purposes of this agreement, the term Architect, shall include, but not be limited to, the Project Architect, and any consultants of the Architect, including civil, structural, mechanical and electrical engineers.

1.4.5 Architect's Consultant - An individual or entity having a contract with Architect to furnish services as Architect's independent professional associate or consultant with respect to the Project and who is identified as such in the Contract Documents, if any.

1.4.6 Asbestos - Asbestos Containing Material (ACM) when referring to school buildings means any material or product which contains more than 1 percent asbestos as recognized by the Environmental Protection Agency (EPA).

1.4.7 Bid - The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Demolition Work to be performed.

1.4.8 Bidding Document - The Bidding requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.4.9 Bidding Requirements - The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

1.4.10 Bonds - Performance and payment bonds and other instruments of security.

1.4.11 Change Order - A document recommended by Architect which is signed by Demolition Contractor and Owner and authorizes an addition, deletion, or revision in the Demolition Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.4.12 Claim - A demand or assertion by Owner or Demolition Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

1.4.13 Contract or Agreement - The entire and integrated written agreement between Owner and Demolition Contractor concerning the Demolition Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

1.4.14 Contract Documents - The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Demolition Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), and any Notice to Proceed, Bonds, Supplementary Conditions, Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, and Architect's or Owner's representative written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Contract Documents may be prepared and provided in printed or electronic media format of text, data, graphics, and the like, as determined for each project by the Owner.

1.4.15 Contract Price - The moneys payable by Owner to Demolition Contractor for completion of the Demolition Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions modification for Unit Price Work).

1.4.16 Contract Times - The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Demolition Work so that it is ready for final payment as evidenced by Architect's or Owner's representative's written recommendation of final payment.

1.4.17 Cost of the Demolition Work - The sum of all costs necessarily incurred and paid by Demolition Contractor in the proper performance of the Demolition Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Demolition Work, the costs to be reimbursed to Demolition Contractor will be only those additional or incremental costs required because of the change in the Demolition Work or because of the event giving rise to the Claim.

1.4.18 Day or Days – A calendar day or calendar days.

1.4.19 Demolition Contractor - The individual or entity with whom Owner has entered into the Agreement.

1.4.20 Drawings - That part of the Contract Documents prepared or approved by Architect which graphically shows the scope, extent, and character of the Demolition Work to be performed by Demolition Contractor.

1.4.21 Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last party to sign and deliver.

1.4.22 Architect - The individual or entity named as such in the Agreement. The term Architect as used herein includes both professional architects and engineers.

1.4.23 Architect's Consultant - An individual or entity having a contract with Architect to furnish services as Architect's independent professional associate or consultant with respect to the Demolition Project and who is identified as such in the Contract Documents, if any.

1.4.24 Field Order - A written order issued by Architect which requires minor changes in the Demolition Work but which does not involve a change in the Contract Price or the Contract Times.

- 1.4.25 General Requirements - The General Requirements pertain to all sections of the Specifications.
- 1.4.26 Hazardous Environmental Condition - The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Demolition Work.
- 1.4.27 Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time or other laws.
- 1.4.28 Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction of the State of Wyoming and/or United States of America.
- 1.4.29 Liens - Charges, security interests, or encumbrances upon Demolition Project funds, real property, or personal property.
- 1.4.30 Material - All things of all kind whatsoever whether ancient or modern found or discovered on, under or around the Site including, without limitation, minerals, metals, objects, articles, scrap, cable and wire, plant, equipment and vehicles.
- 1.4.31 Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Demolition Work.
- 1.4.32 Notice to Proceed - A written notice given by Owner to Demolition Contractor fixing the date on which the Contract Times will commence to run and on which Demolition Contractor shall start to perform the Demolition Work under the Contract Documents.
- 1.4.33 Owner's Project Representative - The authorized representative of Owner who may be assigned to the Site or any part thereof.
- 1.4.34 Partial Utilization or Partial Occupancy - Use by Owner of a substantially completed part of the Demolition Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Demolition Work.
- 1.4.35 PCBs - Polychlorinated biphenyls.
- 1.4.36 Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 1.4.37 Demolition Project - The total performance of the demolition and clearance of the structure(s) that is/are the subject of the Demolition Work to be performed under the Contract Documents in whole or a part as may be indicated elsewhere in the Contract Documents.
- 1.4.38 Demolition Project Manual - The bound documentary information prepared for bidding and performance of the demolition and clearance of the structures identified as the Demolition Work. A listing of the contents of the Demolition Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents of the Demolition Project Manual.
- 1.4.39 Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.4.40 Reserved Material - Those items of material defined in the Contract which are to be preserved or set aside as property of the Owner.

1.4.41 Salvageable or recyclable Materials: Those items of material that the Owner identified in the Contract Documents as salvageable or recyclable material, which may include, but not be limited to, metals (including copper, brass, aluminum, structural steel and iron), wood materials, concrete, masonry, asphaltic concrete paving, gypsum board, acoustical ceiling panels and tiles, carpet, equipment, piping, plumbing fixtures, electrical wiring, electrical devices, lighting fixtures, conduit, glass and window systems and frames, and mechanical systems (including heating and ventilating systems units, pumps, and pipes and wiring attendant to such systems).

1.4.42 Site - Lands or areas indicated in the Contract Documents as being owned by Owner upon which the structure to be demolished and cleared is located, subject to rights-of-way and easements for access thereto, and including such other lands furnished by Owner which are designated for the use of Demolition Contractor.

1.4.43 Specifications - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Demolition Work and certain administrative details applicable thereto.

1.4.44 Structure(s) – The non-natural improvements to real estate formerly constructed on the site which are to be demolished and cleared as specified in the Contract Documents.

1.4.45 Subcontractor - An individual or entity having a direct contract with Demolition Contractor or with any other Subcontractor for the performance of a part of the Demolition Work at the Site.

1.4.46 Substantial Completion - The time at which the Demolition Work (or a specified part thereof) has progressed to the point where, in the opinion of Architect, the Demolition Work is sufficiently complete, in accordance with the Contract Documents, so that the Site upon which the Structure(s) to be demolished and cleared is located (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Demolition Work refer to Substantial Completion thereof.

1.4.47 Supplementary Conditions - That part of the Contract Documents which amends or supplements this Agreement, if any.

1.4.48 Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Demolition Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Demolition Work by Demolition Contractor or any Subcontractor.

1.4.49 Underground Facilities - Any item of personal property buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic communications, telephonic communications, telegraphic communications, cable television, electric energy, oil, gas, hazardous liquids, or other substances, including pipes, trunk lines, fiber optic cables, sewers, conduits, cables, valves, lines, wires, manholes, and attachments to such personal property.

1.4.50 Work - The entire demolition and clearance or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to the demolition and clearance of the structure identified in the Contract Documents.

1.4.51 Work Change Directive - A written statement to Demolition Contractor issued on or after the Effective Date of the Agreement and signed by Owner upon recommendation of the Architect ordering an addition, deletion, or revision in the Demolition Work, or responding to differing or unforeseen subsurface or physical conditions under which the Demolition Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.4.52 Written Amendment - A written statement modifying the Contract Documents, signed by Owner, Demolition Contractor, and Architect or Owner's representative on or after the Effective Date of the Agreement and normally dealing with the non-Architecting or non-technical rather than strictly demolition-related aspects of the Contract Documents.

1.5 Terminology: Generally, unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning subject to the following:

1.5.1 Intent of Certain Terms or Adjectives - Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Architect as to the Demolition Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Demolition Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Architect any duty or authority to supervise or direct the performance of the Demolition Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

1.5.2 Day - The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

1.5.3 Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Architect's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with the terms of the Contract Documents).

1.5.4 Furnish, Install, Perform, Provide

1.5.4.1 The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

1.5.4.2 The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

1.5.4.3 The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

1.5.4.4 When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Demolition Contractor, "provide" is implied.

ARTICLE 2, THE DEMOLITION WORK OF THIS CONTRACT

2.1 The Demolition Work of the Demolition Project: Contractor shall fully execute the Demolition Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3, CONTRACT SUM

3.1 Bid Contract Sum: Owner shall pay Demolition Contractor the Contract Sum for Contractor's performance of the Contract. The Contract Sum shall be a base bid of **one hundred sixty-six thousand eight hundred seventy-seven DOLLARS AND 00/100's (\$166,876.86)**, subject to additions by alternates or additions and deductions as provided in the Contract Documents. This Contract Sum shall represent the Total Cost for the Demolition Project.

3.2 Bid Alternates: The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by Owner: *(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

3.3 Total Contract Sum: The Total Contract Sum including the Bid Contact Sum, accepted alternates is **one hundred sixty-six thousand eight hundred seventy-seven DOLLARS AND 00/100's (\$166,876.86)**.

ARTICLE 4, BONDS AND INSURANCE

4.1 Performance, Payment, and Other Bonds:

4.1.1 Contractor shall furnish performance and payment bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents.

4.1.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

4.1.3 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Demolition Project is located or it ceases to meet the requirements of paragraph 4.1.2 above, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 4.1 and 4.2 hereof.

4.2 Licensed Sureties and Insurers: All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Demolition Project is located to issue Bonds or insurance policies for the limits and coverages as required on the table below. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided herein.

Insurance Required	Level of Coverage – Determined by Contract Amount			
Contract Amount	\$0 - \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 plus
Workers' Compensation	Required Statutory Limits	Required Statutory Limits	Required Statutory Limits	Required Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence; and \$1,000,000 aggregate	\$1,000,000 per occurrence; and \$1,000,000 aggregate	\$1,000,000 per occurrence; and \$2,000,000 aggregate	\$2,000,000 per occurrence; and \$2,000,000 aggregate
Excess Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$5,000,000
Property (Builder's Risk) Insurance	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.
Automobile Liability	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence

4.3 Certificates of Insurance: Contractor shall deliver to Owner, with copies to each additional insured identified herein, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain. Owner shall deliver to Contractor, with copies to each additional insured identified herein, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

4.4 Contractor's Liability Insurance: Contractor shall purchase and maintain such liability and other insurance that meets the insurance requirement set forth in the contract documents for the Demolition Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Demolition Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform any of the Demolition Work, or by

anyone for whose acts any of them may be liable:

4.4.1 Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

4.4.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

4.4.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4.4.4 Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

4.4.5 Claims for damages, other than to the Demolition Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and,

4.4.6 Claims for damages because of bodily injury or death of any person or property damage arising out of Ownership, maintenance or use of any motor vehicle.

4.5 Insurance Requirements: The policies of insurance so required by paragraph 4.4 to be purchased and maintained shall:

4.5.1 With respect to insurance required by paragraph 4.4, include as additional insureds Owner, Architect, Architect's Consultants, and any other individuals or entities identified herein, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

4.5.2 Include at least the specific coverage and be written for not less than the limits of liability provided in this Agreement or required by Laws or Regulations, whichever is greater;

4.5.3 Be written on an occurrence basis;

4.5.4 Include completed operations insurance;

4.5.5 Include contractual liability insurance covering Contractor's indemnity obligations;

4.5.6 Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in this Agreement to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Contractor pursuant to paragraph 4.3 will so provide);

4.5.7 Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance; and

4.5.8 With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Contractor shall furnish Owner and each other additional insured identified herein to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

4.6 Level of Insurance Coverage:

Insurance Required	Level of Coverage – Determined by Contract Amount			
Contract Amount	\$0 - \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 plus
Workers' Compensation	Required Statutory Limits	Required Statutory Limits	Required Statutory Limits	Required Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence; and \$1,000,000 aggregate	\$1,000,000 per occurrence; and \$1,000,000 aggregate	\$1,000,000 per occurrence; and \$2,000,000 aggregate	\$2,000,000 per occurrence; and \$2,000,000 aggregate
Excess Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$5,000,000
Property (Builder's Risk) Insurance	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.	Amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris with a deductible amount no greater than \$5,000.
Automobile Liability	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence

4.7 Owner's Liability Insurance: In addition to the insurance required to be provided by Contractor under this Article 4, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

4.8 Property Insurance:

4.8.1 Unless otherwise provided in this Agreement, Contractor shall purchase and maintain property insurance upon the Demolition Work at the Site in the amount of the full replacement or repair cost of structures located thereon not subject to demolition and clearance and cost of proper disposal and removal of debris. Contractor shall be responsible for any deductible amounts as may be provided under such property insurance policy. This insurance shall:

4.8.1.1 Include the interests of Owner, Contractor, Subcontractors, Architect, Architect's Consultants, and any other individuals or entities identified in this Agreement, and the board members, administrators, officers, directors, partners, employees, agents, and other consultants and

subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

4.8.1.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Demolition Work, temporary buildings, false work, and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by this Agreement, with the Contractor being responsible for payment of any deductibles;

4.8.1.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4.8.1.4 Cover equipment stored at the Site or at another location by the Owner or other contractors;

4.8.1.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Architect with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued; and

4.8.1.6 Contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with this paragraph 4.8.

4.8.2 Owner shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph to protect the interests of Contractor, Subcontractors, or others in the Demolition Work to the extent of any deductible amounts that are identified in this Agreement. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such Loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

4.9 Waiver of Rights: Owner and Contractor intend that all policies for Property Insurance only purchased in accordance with 4.7 will protect Owner, Contractor, Subcontractors, Architect, Engineer's Consultants, and all other individuals or entities identified in this Agreement to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Demolition Work; and, in addition, waive all such rights against Subcontractors, Architect, Architect's Consultants, and all other individuals or entities identified in this Agreement to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

4.10 Receipt and Application of Insurance Proceeds:

4.10.1 Any insured loss under the policies of insurance for Property Insurance only purchased in accordance with 4.8 will be adjusted with Contractor and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 4.9.2 shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Demolition Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

4.10.2 Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

4.11 Acceptance of Bonds and Insurance; Option to Replace: If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 4 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten (10) days after receipt of the certificates of insurance required herein (or other evidence requested). Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Demolition Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

4.12 Partial Utilization, Acknowledgment of Property Insurer: If Owner finds it necessary to occupy or use a portion or portions of the Demolition Work prior to Substantial Completion of all the Demolition Work, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 4.7 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 5, PRELIMINARY MATTERS

5.1 Delivery of Bonds: When Demolition Contractor delivers the executed Agreement to Owner, Demolition Contractor shall also deliver to Owner such Bonds as Demolition Contractor may be required to furnish by law or contract.

5.2 Copies of Documents: Owner shall provide to contractor a complete set of contract documents per the following table:

DISTRICT	STATE CONSTRUCTION DEPARTMENT	GENERAL CONTRACTOR
3 – Full Size Sets of Plans 3 – Half Size Sets of Plans 3 – Sets of Specifications	1 – Full Size Sets of Plans 1 – Half Size Sets of Plans 1 – Sets of Specifications	3 – Full Size Sets of Plans 3 – Half Size Sets of Plans 3 – Sets of Specifications

5.3 Commencement of Contract Times; Notice to Proceed: The term of this contract will commence on the date when the last required signature is affixed hereto. The Contract Times will commence to run on the date stated in the Notice to Proceed given by the Owner along with this Agreement.

5.4 Starting the Demolition Work: Demolition Contractor shall start to perform the Demolition Work on the date when the Contract Times commence to run as stated in the Notice to Proceed. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

5.5 Before Starting Demolition:

5.5.1 Identification of Project Representatives: The project representatives for the Owner and Demolition Contractor shall be those persons identified below. All communications regarding the execution of the Demolition Contractor shall be made through these identified project representatives.

Organization	Name of Representative	Position	Phone Number	E-Mail Address
SFD	Paul Syverson	Design & Construction Admin	307-777-5376	Paul.syverson@wyo.gov
School District	Tim Volk	Sup. Of Buildings & Grounds	307-682-2750	tvolk@ccsd.k12.wy.us
Demolition Contractor	Jerry Stephenson	Owner/Project Foreman	701-315-0725	

5.5.2 Demolition Contractor's Review of Contract Documents: Before undertaking each part of the Demolition Work, Demolition Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Demolition Contractor shall promptly report in writing to Architect any conflict, error, ambiguity, or discrepancy which Demolition Contractor may discover and shall obtain a written interpretation or clarification from Architect before proceeding with any Work affected thereby; however, Demolition Contractor shall not be liable to Owner or Architect for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Demolition Contractor knew or reasonably should have known thereof.

5.5.3 Preliminary Schedules: Within two (2) weeks of project award (unless otherwise specified in the General Requirements), Demolition Contractor shall submit to Architect for its timely review a preliminary progress schedule indicating the times (numbers of days or dates) for starting and

completing the various stages of the Demolition Work, incorporating the Milestone Dates specified in the Contract Documents.

5.6 Evidence of Insurance: Before any Work at the Site is started, Demolition Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in Article 4, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Demolition Contractor and Owner respectively are required to purchase and maintain in accordance with Article 4.

5.7 Pre-Demolition Conference: Before any Work at the Site is started, a conference attended by Demolition Contractor, Architect, Owner and others as appropriate will be held to establish a working understanding among the parties as to the Demolition Work and to discuss the preliminary schedules, procedures for processing Applications for Payment including time-line for submission, review and payment, and maintaining required records.

5.8 Initial Acceptance of Schedules: At least ten (10) days before submission of the first Application for Payment a conference attended by Demolition Contractor, Architect, Owner and others as appropriate will be held to review for acceptability to Owner and Architect the preliminary schedules. Demolition Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Demolition Contractor until acceptable schedules are submitted to Architect. With regard to the acceptability of the preliminary schedules by the Architect:

5.8.1 The progress schedule will be acceptable to Architect if it provides an orderly progression of the Demolition Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Architect responsibility for the progress schedule, for sequencing, scheduling, or progress of the Demolition Work nor interfere with or relieve Demolition Contractor from Demolition Contractor's full responsibility therefore.

5.9 Acknowledgment that Bid Based Upon Full Examination of Contract Documents: Demolition Contractor shall certify, warrant and represent to Owner that their bid is based on a full and complete examination of the Contract Documents and the Project Site; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by Owner in considering the firm's bid. Demolition Contractor by execution of the agreement represents that it understands that it is Demolition Contractor's responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by Demolition Contractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ Demolition Contractor or terminate any contract with the Owner.

5.10 Compliance with Owner's Policies, Regulations, Directives, and Practices: Demolition Contractor by entering into this Agreement with the Owner consents and agrees to comply at all times with all Owner policies, regulations, directives, and practices.

5.11 Equal Opportunity Employer and Non-Discrimination: Demolition Contractor by execution of this agreement certifies that Demolition Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age,

disability or sexual orientation. By submitting a bid and by execution of this agreement, Demolition Contractor agrees to actively continue and implement this policy throughout any awarded project.

ARTICLE 6, CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

6.1 Intent: The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents to describe fully the scope of the Demolition Project (or part thereof) to be executed in accordance with the Contract Documents. Any labor, documentation, services, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

6.2 Clarifications and Interpretations: Clarifications and interpretations of the Contract Documents shall be issued by Architect as provided in the Contract Documents.

6.3 Reference Standards:

6.3.1 Standards, Specifications, Codes, Laws, and Regulations:

6.3.1.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

6.3.1.2 No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Demolition Contractor, or Architect, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Owner, Architect, or any of Architect's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Demolition Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

6.4 Reporting and Resolving Discrepancies:

6.4.1 Reporting Discrepancies: If, during the performance of the Demolition Work, Demolition Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Demolition Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Demolition Contractor shall report it to Architect in writing at once. Demolition Contractor shall not proceed with the Demolition Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued; provided, however, that Demolition Contractor shall not be liable to Owner or Architect for failure to report any such conflict, error, ambiguity, or discrepancy unless Demolition Contractor knew or reasonably should have known thereof.

6.4.2 Resolving Discrepancies: Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

6.4.2.1 The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or,

6.4.2.2 The provisions of any Laws or Regulations applicable to the performance of the Demolition Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

6.5 Amending and Supplementing Contract Documents:

6.5.1 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Demolition Work or to modify the terms and conditions thereof by Change Order.

6.5.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Demolition Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) Change Order, (iii) Architect's approval of a Shop Drawing or Sample; or (iv) Architect's written interpretation or clarification.

ARTICLE 7, DATE OF COMMENCEMENT, AND SUBSTANTIAL AND FINAL COMPLETION

7.1 Date of Commencement: The date of commencement of the Demolition Work shall be the first business day after Demolition Contractor receives a written Notice to Proceed issued by the Owner. The Notice to Proceed shall not be issued by the Owner until the Agreement has been signed by Demolition Contractor, approved by Owner, signed by Owner's authorized representatives, and Owner and Architect have received all required payment and performance bonds and insurance certificates, in compliance with this Contract.

7.2 Contract Time: The Contract Time shall be measured from the date of commencement.

7.3 Substantial Completion:

7.3.1 Specified Time: Demolition Contractor shall achieve Substantial Completion of the entire Work not later than **October 19, 2018**, subject to adjustments of this Contract Time as provided in the Contract Documents.

7.3.2 Conditions Applicable to Substantial Completion: Substantial Completion is the stage in the progress of the Demolition Work when the Project Architect has determined that the Demolition Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents. When Substantial Completion of the Demolition Work is achieved, the Project Architect shall prepare and deliver to Owner and Demolition Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion and the respective responsibilities of Owner and Demolition Contractor. As a further condition of a determination of Substantial Completion, Demolition Contractor shall certify that all remaining Work shall be completed within thirty (30) days or Demolition Contractor shall provide a schedule for Final Completion approved in writing by Owner; Demolition Contractor shall make such certification by signing the Project Architect's Substantial Completion Certificate on a form provided by Owner.

7.4 Final Completion: Demolition Contractor shall achieve Final Completion of the Demolition Work of the Demolition Project by not later than thirty (30) days following the issuance of the Certificate of Substantial Completion or the date provided in Demolition Contractor's schedule for Final Completion approved in writing by Owner. The date of Final Completion is the date certified by the Project Architect that the Project Architect finds that the Demolition Work of the Demolition Project, including the Demolition Work of all of Demolition Contractor's subcontractors, is acceptable under the Contract Documents and Demolition Contractor's contractual obligations are fully performed. The Project Architect's certification of Final Completion shall occur upon receipt by the Project Architect and Owner

of Demolition Contractor’s written notice that the Demolition Work is ready for final inspection and acceptance.

7.5 Failure to Complete the Demolition Work on Time: Time is of the essence in all phases of the Demolition Work as the facilities being constructed must meet the schedule for the operation of the educational program of the School District. It is specifically understood and agreed by and between Owner and Demolition Contractor that time is of the essence in the Substantial Completion and Final Completion of the Demolition Project and Owner shall sustain actual and direct damages as a result of Demolition Contractor’s failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Demolition Contractor that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Demolition Contractor to complete the Demolition Work within the allotted or agreed extended dates of Substantial and Final Completion, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Demolition Contractor if such delay occurs. It is expressly understood that the sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by Owner in the event that the Demolition Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Demolition Work within the designated or agreed extended dates of Substantial or Final Completion shall be construed as a breach of this Agreement. The requirements of this Agreement regarding liquidated damages are as follows:

7.5.1 Liquidated Damages – Failure To Meet Substantial Completion Date: It is expressly agreed as a part of the consideration inducing Owner to execute this Agreement that Owner may deduct from the Final Payment made to Demolition Contractor a dollar amount per day established by the matrix set forth below for each and every additional calendar day beyond the agreed date of Substantial Completion.

Contract Range	Daily Liquidated Damages Charge
\$0.00 - \$500,000	\$ 250.00
\$501,000 - \$1,000,000	\$ 500.00
\$1,000,001 - \$2,000,000	\$ 750.00
\$2,000,001 - \$3,000,000	\$ 1,000.00
\$3,000,001 - \$5,000,000	\$ 1,250.00
\$5,000,001 - \$7,500,000	\$ 1,500.00
\$7,500,001 - \$10,000,000	\$ 1,750.00
\$10,000,001- \$15,000,000	\$ 2,000.00

Contract Range	Daily Liquidated Damages Charge
\$15,000,001 - \$20,000,000	\$ 2,250.00
\$20,000,001 and Greater	\$ 2,500.00

7.5.2 Liquidated Damages – Failure to Meet Final Completion Date: Timely Final Completion is an essential condition of this Agreement. Demolition Contractor agrees to achieve Final Completion of the Agreement within thirty (30) days of the designated or extended date of Substantial Completion or by the date provided in Demolition Contractor’s schedule for Final Completion approved in writing by Owner. Owner and Demolition Contractor agree that should Demolition Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Demolition Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be a dollar amount per day established in paragraph 7.5.1 above. Owner may deduct from the Final Payment made to Demolition Contractor, or, if sufficient funds are not available, then Demolition Contractor shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Demolition Work.

7.5.3 Liquidated Damages – In Addition to Other Remedies: Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Demolition Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Demolition Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Demolition Project reaches Final Completion.

ARTICLE 8, GENERAL EXECUTION AND PROGRESS OF THE DEMOLITION WORK

8.1 Schedule: Demolition Contractor shall meet the schedule established by Owner for the Demolition Work, and the Demolition Project as a whole. Owner shall cooperate with Demolition Contractor to allow Demolition Contractor to schedule and perform Demolition Contractor's Work to avoid conflict, delay in or interference with the Demolition Work of Owner, other Contractors or Owner's own forces.

8.2 Periodic Progress Reports: Demolition Contractor shall furnish to Owner periodic progress reports on the Demolition Work of this Demolition Project as mutually agreed but not less than weekly.

8.3 Acceptance or Rejection of Work: Demolition Contractor agrees that Owner and the Architect will each have the authority to reject Work of Demolition Contractor which does not conform to the Contract Documents. Owner’s decisions in consultation with the Architect on matters relating to the quality of workmanship and aesthetic effect of the Demolition Work performed by Demolition Contractor shall be final and binding on Demolition Contractor if consistent with the intent expressed in the Contract Documents.

8.4 Timely Payment by Demolition Contractor for Equipment: Demolition Contractor shall timely pay for all costs of the Demolition Work, including equipment, transportation costs, and fees for all permits and licenses used in connection with the performance of the Demolition Work of the Demolition Project through the period covered by previous payments received from Owner or in accordance with

the terms of such purchase agreements entered into by Demolition Contractor, whichever is earlier, and shall pay for labor as incurred, and shall furnish satisfactory evidence, when requested by Owner, to verify compliance with the above requirements.

8.5 Protection of the Demolition Work of Other Contractors: Demolition Contractor shall take necessary precautions to protect the Demolition Work of other contractors from damage caused by operations under this Agreement.

8.6 Coordination of the Demolition Work: Demolition Contractor shall cooperate with Owner, other Contractors and Owner's own forces whose work might interfere with Demolition Contractor's Work. Demolition Contractor shall participate in the preparation of coordinated work schedules, specifically noting and advising Owner of potential conflicts between the Demolition Work of Demolition Contractor and that of Owner, other Contractors or Owner's own forces.

8.7 Acceptance of Revisions in Schedule: Demolition Contractor recognizes that revisions in the planned schedule are inherent in the nature of construction/demolition projects. This may result in revisions to Owner's schedule of the Demolition Work during the progress of demolition. Demolition Contractor agrees that Owner cannot guarantee Demolition Contractor will be able to start Work on any particular date or continue without interruption once started, provided Demolition Contractor may in such event proceed to access the delay claim process under the terms of this Agreement.

8.8 Construction Waste Management:

8.8.1 Construction Waste Management Plan: The Demolition Contractor shall develop a Construction Waste Management Plan consistent with the requirements of the Contract Documents and within the requirements of the U.S. Green Building Council; such Construction Waste Management Plan to include (1) all waste separation, preservation, recycling, and containment tasks, methods and procedures, (2) identification of the types and quantities of demolition, site-clearing and construction waste generated by the Demolition Work, (3) determination of whether such waste materials will be salvaged, recycled or disposed of in a landfill or incinerator, and, (4) all required demolition plan documents, credentials, licenses and permits, as set forth in the plans and specifications. The Construction Waste Management Plan shall be provided prior to issuance of a notice to Proceed to the Demolition Contractor by the Owner.

8.8.2 Salvage and Recycling of Nonhazardous Material:

8.8.2.1 Pursuant to the Construction Waste Management Plan, the Demolition Contractor shall identify and separate all nonhazardous demolition and/or construction waste materials at the Demolition Work site which may either be salvaged or be recycled. Salvageable or recyclable materials may include, but not be limited to, metals (including copper, brass, aluminum, structural steel and iron), wood materials, concrete, masonry, asphaltic concrete paving, gypsum board, acoustical ceiling panels and tiles, carpet, equipment, piping, plumbing fixtures, electrical wiring, electrical devices, lighting fixtures, conduit, glass and window systems including frames, and mechanical systems (including heating and ventilating systems units, pumps, pipes and wiring attendant to such systems).

8.8.2.2 All salvageable and recyclable nonhazardous Work site materials shall remain the sole property of the Demolition Contractor, unless otherwise provided in the Contract Documents or Construction Documents.

8.8.2.3 Salvageable and recyclable materials are property of the Demolition Contractor unless identified as property of the Owner or identified to be purchased by the Owner from the Demolition Contractor in

the Contract Documents. Such salvageable and recyclable materials identified as property of the Owner or identified to be purchased by the Owner from the Demolition Contractor in the Contract Documents shall be separated and inventoried by the Demolition Contractor and stored in a secure location under terms as required by the Contract Documents. All protection must be provided by the Demolition Contractor at its own expense and must be maintained throughout the storage period. Salvageable and recyclable materials must not be commingled with other similar materials or equipment, but must be stored separately and must be plainly labeled, "**PROPERTY OF THE Campbell County School District No. 1**" with Demolition Project name. Salvageable and recyclable materials identified as property of the Owner or identified to be purchased by the Owner from the Demolition Contractor in the Contract Documents stored at the secured location must be stored so that they may be readily inspected, measured, and counted, at all times, by the Owner's representatives. The Demolition Contractor shall be responsible for any loss through theft or destruction of such materials while on the Demolition Work site or other location under the direction and control of the Demolition Contractor. As required by the Contract Documents or Construction Documents or upon request of the Owner, the salvageable or recyclable materials identified as property of the Owner or identified to be purchased by the Owner from the Demolition Contractor in the Contract Documents shall be transferred to locations for storage, re-use or recycling as identified by the Owner in its sole discretion.

8.8.3 Indemnification for Hazardous Demolition or Construction Waste Materials: The Demolition Contractor shall indemnify and hold harmless the Owner, Owner's board of education, Owner's consultants, Architect, Architect's consultants, and officers, agents and employees of any of them as follows:

8.8.3.1 If the Demolition Contractor or any of its subcontractors fails or neglects to identify any hazardous demolition or construction waste materials or substances at the project site, fails or neglects to identify any hazardous salvageable or recyclable materials at or from the project site, fails or neglects to give written notice of the existence of hazardous materials or substances at the project site to the Owner and Architect, or fails or neglects to properly render the hazardous materials or substances harmless, then, to the fullest extent permitted by law, the Demolition Contractor shall waive and release claims against and shall indemnify and hold harmless the Owner, Architect, Owner's board of education, Architect's consultants, Owner's consultants and officers, agents and employees of any of them, from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees, arising out of or related to such hazardous materials or substances; provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Demolition Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by willful or negligent acts or omissions of the Demolition Contractor, a sub-contractor, anyone directly or indirectly employed by them, anyone they control or exercise control over, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by any willful or negligent acts or omissions of Owner or Owner's consultants or other indemnified parties. All costs and expenses so incurred by any of the indemnified parties in that event shall be reimbursed by Demolition Contractor to the indemnified parties, and any cost and expenses so incurred by indemnified parties shall bear interest until reimbursed by Demolition Contractor, at the rate of interest provided to be paid by the judgment under the laws of the State of Wyoming.

8.9 Environmental Requirements: When constructing a project involving trenching and/or other related earth excavations, Demolition Contractor shall comply with the following environmental constraints:

8.9.1 Wetlands: When disposing of excess, spoil, or other construction materials on public or private property, Demolition Contractor shall not fill in or otherwise convert wetlands.

8.9.2 Floodplains: When disposing of excess, spoil, or other construction materials on public or private property, Demolition Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps.

8.9.3 Historic Preservation: Any excavation by Demolition Contractor that uncovers a historical or archaeological artifact shall be immediately reported to Owner. Demolition shall be temporarily halted pending the notification process and further directions issued by Owner after consultation with the State Historic Preservation Officer (SHPO) or similar official.

8.9.4 Endangered Species: Demolition Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Demolition Contractor, Demolition Contractor will immediately report this evidence to Owner. Demolition shall be temporarily halted pending the notification process and further directions issued by Owner after consultation with the U.S. Fish and Wildlife Service.

ARTICLE 9, COMPLIANCE WITH LAWS AND REGULATIONS:

9.1 Wyoming, Indian Nation and United States Residency, Labor Bonding and Payment, Environmental and Waste Disposal Statutes and Regulations: As a material term of this Agreement, Demolition Contractor shall at all times comply with all applicable state, Indian nation and federal statutes and any rules, regulations and guidelines relating to residency, labor, bonding and payment, environmental and waste disposal, including, but not limited to:

9.1.1 Wyo. Stat. §16-6-203 requiring the Demolition Contractor to comply with the Required Resident Labor Statute for any "Laborers" (as defined in Wyoming Statute §16-6-202 (a)(i)) employed to perform work under this Contract. Contractor understands that failure to comply with the Required Resident Labor Statute is punishable pursuant to Wyoming Statute §16-6-206.

9.1.2 Wyo. Stat. § 16-6-707(c), requiring the Demolition Contractor to comply with the residency and preference requirements imposed under Wyo. Stat. §§ 16-6-101 through 16-6-107 in the procurement of subcontractors and materials.

9.1.3 Wyo. Stat. § 16-6-708 requiring Demolition Contractor to comply with all reporting and administrative requirements including requirements relating to retainage, payment and performance bonding and default contracts.

9.1.4 Wyo. Stat. § 16-6-115 through 16-6-117 regarding final settlement and final payments to contractors and subcontractors.

9.1.5 Wyo. Stat. § 35-11-101, et. seq. the Wyoming Environmental Quality Act.

9.1.6 Wyo. Stat. § 35-11-501, et. seq. the Wyoming Solid Waste Management Act.

9.1.7 United States Environmental Protection Agency - Statutes and Regulations.

9.2 Permits, Fees and Notices: Demolition Contractor shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Demolition Work of the Demolition Project. Demolition Contractor shall secure and pay for permits and

governmental fees, licenses, inspections necessary for proper execution and completion of Demolition Contractor's Work.

9.3 Compliance With Tax, Social Security, Unemployment and Workers Compensation Laws and Regulations: Demolition Contractor shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of the Contract Documents.

9.4 Equal Employment Opportunity and Verification of Immigration Status: Demolition Contractor shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs; and specifically shall comply with all requirements of the federal immigration verification system to determine the Demolition Work eligibility status of new employees physically performing services within the State of Wyoming, if required by state or federal law or regulation.

ARTICLE 10, DEMOLITION CONTRACTOR'S RESPONSIBILITIES

10.1 Supervision: Demolition Contractor shall supervise, inspect, and direct the Demolition Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Demolition Work in accordance with the Contract Documents. Demolition Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Demolition Work, but Demolition Contractor shall not be responsible for the negligence of Owner or Architect in the design or specification of a specific means, method, technique, sequence, or procedure of demolition which is shown or indicated in and expressly required by the Contract Documents. Demolition Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

10.2 Superintendent: At all times during the progress of the Demolition Work, Demolition Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to Owner and Architect except under extraordinary circumstances. The superintendent will be Demolition Contractor's representative at the Site and shall have authority to act on behalf of Demolition Contractor. The responsibility of the superintendent will be to supervise, schedule, coordinate and manage field operations. The superintendent is not to be used as a tradesman. All communications given to or received from the superintendent shall be binding on Demolition Contractor.

10.3 Labor; Working Hours: Demolition Contractor shall provide competent, suitably qualified personnel to perform the Demolition Work as required by the Contract Documents. Demolition Contractor shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Demolition Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Demolition Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld).

10.4 Services, Equipment and Debris Disposal: Demolition Contractor shall provide and assume full responsibility for all services, equipment, labor, transportation, debris removal and disposal, attendant fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, related testing, start-up, and completion of the Demolition Work.

10.5 Progress Schedule: Demolition Contractor shall adhere to the progress schedule established for the Demolition Project as it may be adjusted from time to time as provided below. Demolition Contractor shall submit to Architect for acceptance proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of the Article addressing changes in the Demolition Work. Such adjustments may only be made by a Change Order.

10.6 Substitute Demolition Methods or Procedures: If a specific means, method, technique, sequence, or procedure of demolition is shown or indicated in and expressly required by the Contract Documents, Demolition Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of demolition approved by Architect. Demolition Contractor shall submit sufficient information to allow the Architect, in Architect's sole discretion, to determine that the substitute process, technique or procedure proposed is equivalent to that expressly called for by the Contract Documents.

10.6.1 Architect's Evaluation: The Architect will be allowed five (5) business days within which to evaluate each proposal or submittal made pursuant to the subparagraphs above in this section. The Architect will be the sole judge of acceptability. No substitute material, process, technique or procedure will be ordered, installed or utilized until Architect's review is complete, which will be evidenced by approved or approved as corrected submittal and, if applicable, an approved Change Order for such substitute material, process, technique or procedure. Architect will advise Demolition Contractor in writing of any negative determination.

10.6.2 Special Guarantee: Owner may require Demolition Contractor to furnish at Demolition Contractor's expense a special performance guarantee or other surety with respect to any substitute demolition or clearance method or procedure.

10.6.3 Expense of Substitution: Demolition Contractor shall provide all data in support of any proposed substitute process, technique or procedure at Demolition Contractor's expense. The Owner and Demolition Contractor shall determine if the substitute constitutes a cost or savings to the Demolition Project, and adjust the Contract amount accordingly through an appropriate Change Order.

10.7 Concerning Subcontractors, Suppliers, and Others:

10.7.1 Demolition Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Demolition Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Demolition Work against whom Demolition Contractor has reasonable objection.

10.7.2 Demolition Contractor shall confirm the identity of all Subcontractors, Suppliers, or other individuals or entities in advance for acceptance by Owner prior to issuance of the Notice to Proceed by the Owner; Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Demolition Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate

Change Order will be issued or Written Amendment signed. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Architect to reject defective Work.

10.7.3 Demolition Contractor shall be fully responsible to Owner and Architect for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Demolition Work just as Demolition Contractor is responsible for Demolition Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Architect and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of Owner or Architect to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

10.7.4 Demolition Contractor shall be solely responsible for scheduling and coordinating the Demolition Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Demolition Work under a direct or indirect contract with Demolition Contractor.

10.7.5 Demolition Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Demolition Work to communicate with Architect through Demolition Contractor.

10.7.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Demolition Contractor in dividing the Demolition Work among Subcontractors or Suppliers or delineating the Demolition Work to be performed by any specific trade.

10.7.7 All Work performed for Demolition Contractor by a Subcontractor will be pursuant to an appropriate agreement between Demolition Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Architect. Whenever any such agreement is with a Subcontractor who is listed as an additional insured on the property insurance provided in Article 4, the agreement between Demolition Contractor and the Subcontractor will contain provisions whereby the Subcontractor waives all rights against Owner, Demolition Contractor, Architect, Architect's Consultants, and all other individuals or entities identified in this Agreement to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Demolition Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor, Demolition Contractor will obtain the same.

10.8 Patent Fees and Royalties: Demolition Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Demolition Work or the incorporation in the Demolition Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Demolition Work and if to the actual knowledge of Owner or Architect its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

10.9 Permits: Demolition Contractor shall obtain and pay for all permits and licenses required for the lawful disposal of all forms of waste and debris of the Demolition Work. Owner shall assist Demolition Contractor, when necessary, in obtaining such permits and licenses. Demolition Contractor shall pay all governmental charges and inspection fees necessary to obtain such permits and licenses for the execution of the Demolition Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.

10.10 Utility Connections: Demolition Contractor shall pay all charges of utility owners for the proper and effective disconnection of utility services to the Site and the building or other improvement that is being demolished and is the subject of the Demolition Work. Owner shall pay any other charges related to the disconnection of such utility facilities, equipment or services.

10.11 Laws and Regulations: In addition to compliance with the state, Indian nation and federal Laws and Regulations and school district policies and regulations provided in Article 9, Demolition Contractor shall assure that all of the Demolition Work is in compliance with applicable Laws and Regulations.

10.11.1 Demolition Contractor shall give all notices and comply with all Laws and Regulations applicable to the performance of the Demolition Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Architect shall be responsible for monitoring Demolition Contractor's compliance with any Laws or Regulations.

10.11.2 If Demolition Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Demolition Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be Demolition Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Demolition Contractor of Demolition Contractor's obligations to report discrepancies in the Contract Documents.

10.11.3 Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Demolition Work may be the subject of an adjustment in Contract Price or Contract Times.

10.12 Taxes: Demolition Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Demolition Contractor in accordance with the Laws and Regulations of the place of the Demolition Project which are applicable during the performance of the Demolition Work.

10.13 Use of Site and Other Areas:

10.13.1 Staging of the Demolition Work, Use of Site and Other Areas:

10.13.1.1 Demolition Contractor shall be responsible for coordinating and providing all administration necessary for the Demolition Work and the Demolition Work of any of Owner's separate contractors, including the provisions at Demolition Contractor's cost of secure areas for the storage or staging of materials and equipment and the managing and performance of the Demolition Work. Demolition Contractor shall afford Owner and separate contractors reasonable site access and opportunity for introduction and storage or staging of their materials and equipment and performance of their activities, and shall connect and coordinate the Demolition Contractor's demolition operations with theirs as required by the Contract Documents.

10.13.1.2 Demolition Contractor shall confine demolition and clearance equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with demolition equipment or other materials or equipment. Demolition Contractor shall assume full responsibility for any damage to any such land or area, or to Owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Demolition Work.

10.13.1.3 Should any claim be made by any such owner or occupant because of the performance of the Demolition Work, Demolition Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

10.13.2 Removal of Debris During Performance of the Demolition Work: During the progress of the Demolition Work, Demolition Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

10.13.3 Cleaning: Prior to Substantial Completion of the Demolition Work Demolition Contractor shall clean the Site and make it ready for utilization by Owner. At the completion of the Demolition Work Demolition Contractor shall remove from the Site all tools, appliances, demolition equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

10.13.4 Loading Structures: Demolition Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the remaining structure, if any, nor shall Demolition Contractor subject any part of the Demolition Work or adjacent property to stresses or pressures that will endanger it.

10.14 Record Documents: Demolition Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives; Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during demolition. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Architect for reference. Upon completion of the Demolition Work, these record documents, Samples, and Shop Drawings will be delivered to Architect for Owner.

10.15 Safety and Protection:

10.15.1 General Supervision: Demolition Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Demolition Work. Demolition Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

10.15.1.1 All persons on the Site or who may be affected by the Demolition Work;

10.15.1.2 All the Demolition Work and equipment and salvageable or recyclable materials, whether in storage on or off the Site; and,

10.15.1.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of demolition.

10.15.2 Safety Laws and Regulations: Demolition Contractor shall comply with all applicable Laws and Regulations, and Owner policies and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Demolition Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Demolition Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any of the Demolition Work and materials and equipment to be incorporated therein, whether in storage on or off the Site caused, directly or indirectly, in whole or in part, by Demolition Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Demolition Work, or anyone for whose acts any of them may be liable, shall be remedied by Demolition Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Architect or Architect's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Demolition Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). Demolition Contractor's duties and responsibilities for safety and for protection of the Demolition Work shall continue until such time as all the Demolition Work is completed and Architect has issued a notice to Owner and Demolition Contractor that the Demolition Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

10.15.2.1 OSHA Compliance: Demolition Contractor agrees to fully comply with the Occupational Safety and Health Act (OSHA) of 1970 and any and all regulations issued pursuant thereto, and shall meet the following requirements with regard to such OSHA compliance:

10.15.2.1.1 As a term and condition of this Agreement, Demolition Contractor shall keep and save Owner harmless from any claims or charges of any kind by reason of Demolition Contractor failing to fully comply with the Occupational Safety and Health Act of 1970 and the regulations thereto. Demolition Contractor agrees to reimburse Owner for any fines, damages, or expenses of any kind incurred by Owner by reason of Demolition Contractor's failure to comply.

10.15.2.1.2 It will be a requirement of this Agreement that Demolition Contractor must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to Owner resulting from violations of the OSHA standards by Demolition Contractor will be deducted from payment for work performed.

10.15.2.1.3 Demolition Contractor will hold a weekly safety meeting and provide reports of the topics discussed to Owner, if requested. Demolition Contractor will make available on request of Owner evidence of not less than a weekly scheduled safety inspection performed by a competent person for the time in which the aforesaid Demolition Contractor is on the job to the extent of their work only.

10.15.2.1.4 Demolition Contractor agrees that if in the performance of this Agreement, it becomes necessary, convenient, advisable to remove, replace or interfere with any safety device or controls installed by Owner or another Demolition Contractor, Demolition Contractor shall notify and obtain the written authorization from Owner to remove, replace or interfere with any safety device or controls. Demolition Contractor will replace or restore such devices or controls at its own expense as soon as possible to maintain the effectiveness of such safety device or control, and not less than on a daily basis. In the event that safety devices or controls are not replaced or restored, Demolition Contractor agrees to reimburse Owner for doing so. (Safety devices herein are defined as handrails, temporary fencing, barricades, traffic control devices, etc.)

10.15.2.1.5 Demolition Contractor shall set up, arrange, coordinate and obtain all inspections for their work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc. needing testing or inspection prior to being covered up must be made by Demolition Contractor in sufficient time to allow for inspection, and Demolition Contractor shall not cover-up any area until the inspections are complete.

10.15.2.1.6 A Work Plan may be required by Owner outlining the step-by-step procedures that are necessary to accomplish the installation, including all safety considerations.

10.15.2.1.7 Demolition Contractor hereby verifies that he has notified Owner in writing of any hazardous chemicals or mixtures containing one or more hazardous chemicals which are to be provided under this Agreement. "Hazardous Chemicals" are defined as "Any chemical which is a physical hazard or health hazard." For each item to be provided by Demolition Contractor under this Agreement which is identified as a hazardous chemical, Demolition Contractor shall provide a MSDS sheet to Owner.

10.15.2.1.8 Demolition Contractor shall be solely responsible for the health and safety of its employees, agents, subcontractors and representatives. In addition, Demolition Contractor shall take all necessary and prudent safety precautions with respect to its work and shall fully and timely comply with all safety programs initiated by Owner, as well as with all applicable laws, ordinances, rules, permits, regulations and orders of any public authority for the safety of persons or property. Owner is not responsible in any manner for the safety of Demolition Contractor's work or its employees, agents or representatives.

10.15.2.1.9 If Demolition Contractor fails to correct any procedures, acts or conditions which Owner believes are unsafe within an eight (8) hour period of written notification by Owner, or any public authority, Owner may (but has no contractual obligation to do so) correct the unsafe practice and charge Demolition Contractor for all costs, direct and indirect, for correction, plus ten percent (10%) for overhead, ten percent (10%) for profit and twenty percent (20%) for a safety premium. This specifically includes, but is not limited to, the cleanup of demolition debris and the replacement or installation of railings or barricades. Demolition Contractor's repeated failures to timely and satisfactorily correct unsafe procedures, acts or conditions as aforesaid shall constitute a material default upon which a termination may be based without any further or additional notice to Demolition Contractor.

10.15.3 Acts of Employees: Demolition Contractor shall be responsible to Owner for acts and omissions of Demolition Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Demolition Work for, or on behalf of, Demolition Contractor or any of its Subcontractors. As part of that responsibility, Demolition Contractor shall enforce Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by the Demolition Contractor's employees, subcontractors, and all other persons carrying out the Contract.

10.15.4 Site Security Identification: At demolition project sites located on or adjacent to an existing school building where students, staff and patrons are present, Demolition Contractor shall require all demolition workers, whether Demolition Contractor's own forces or the forces of Demolition Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the Demolition Worker's full name in a typeface large enough to be seen from a reasonable distance.

10.15.5 Vehicle Parking: Demolition Contractor shall require all demolition workers, whether Demolition Contractor's own forces or the forces of Demolition Contractor's subcontractors, to park

their personal motor vehicles on Owner's property only in the parking places designated by Owner's campus School Principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

10.15.6 Theft Deterrence Program: Demolition Contractor shall coordinate with Owner with the institution of a theft deterrence program, if any is required in the Contract Documents, designed to restrict demolition worker access to properties of Owner that are currently in use, to maintain supervision of Demolition Contractor's and Demolition Contractor's subcontractor's forces, and to reimburse Owner or those persons suffering a theft loss which results from Demolition Contractor's forces or Demolition Contractor's subcontractor's forces' actions, omissions, or failure to secure the Demolition Work or adjoining property.

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

10.16 Safety Representative: Demolition Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

10.17 Hazard Communication Programs: Demolition Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

10.18 Emergencies: In emergencies affecting the safety or protection of persons or the Demolition Work or property at the Site or adjacent thereto, Demolition Contractor is obligated to act to prevent threatened damage, injury, or loss. Demolition Contractor shall give Architect prompt written notice if Demolition Contractor believes that any significant changes in the Demolition Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Architect determines that a change in the Contract Documents is required because of the action taken by Demolition Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

10.19 Continuing the Demolition Work: Demolition Contractor shall carry on the Demolition Work and adhere to the progress schedule during all disputes or disagreements with Owner or Architect unless otherwise notified by the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except if Demolition Contractor is permitted by the provisions of this Agreement to stop the Demolition Work or terminate the Demolition Work, or as Owner and Demolition Contractor may otherwise agree in writing.

10.20 Demolition Contractor's General Warranty and Guarantee:

10.20.1 Demolition Contractor warrants and guarantees to Owner, Architect, and Architect's Consultants that all Work will performed on the Project will be in accordance with the Contract

Documents, will be performed in a good and workmanlike manner, and will not be defective. Demolition Contractor further warrants and guarantees to Owner, Architect, and Architect's Consultants that all materials and equipment furnished for the Project will be in accordance with the Contract Documents, will be of a good quality and new, unless otherwise specified in the Contract Documents, and will be free from defects.

10.20.2 Demolition Contractor's obligation to perform and complete the Demolition Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Demolition Contractor's obligation to perform the Demolition Work in accordance with the Contract Documents:

10.20.2.1 Observations by Architect;

10.20.2.2 Recommendation by Architect or payment by Owner of any progress or final payment;

10.20.2.3 The issuance of a certificate of Substantial Completion by Architect or any payment related thereto by Owner;

10.20.2.4 Any acceptance by Owner or any failure to do so;

10.20.2.5 Any inspection, test, or approval by others; or

10.20.2.6 Any correction of defective Work by Owner.

10.20.3 The warranties set out in this section 10.21 are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law. Notwithstanding any other provision of this Agreement or the Contract Documents, the period of limitation or repose on any claim based on this Contractor's warranty shall be that specified by Wyoming law.

10.21 Indemnification:

10.21.1 To the fullest extent permitted by Laws and Regulations, Demolition Contractor shall indemnify and hold harmless Owner, Architect, Architect's Consultants, and the board members, administrators, officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Demolition Work, provided that any such claim, cost, loss, or damage:

10.21.1.1 Is attributable to, arising out of, or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Demolition Work or resulting from the incorporation in the Demolition Work of any invention, design, process, product, or device not specified in the Contract Documents;

10.21.1.2 Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Demolition Work itself), including the loss of use resulting therefrom; or

10.21.1.3 Is caused in whole or in part by any negligent act or omission of Demolition Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Demolition Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity

indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

10.21.2 In any and all claims against Owner or Architect or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Demolition Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Demolition Work, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 10.22 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Demolition Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.21.3 The indemnification obligations of Demolition Contractor under subparagraph 10.22 shall not extend to the liability of Architect and Architect's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

10.21.3.1 The preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

10.21.3.2 Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 11, AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

11.1 Availability of Lands and Information Regarding Lands:

11.1.1 Owner Furnishing the Site: Owner shall notify Demolition Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Demolition Contractor must comply in performing the Demolition Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Demolition Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site, Demolition Contractor may make a Claim therefore.

11.1.2 Upon reasonable written request, Owner shall furnish Demolition Contractor with a current statement of record legal title and legal description of the lands upon which the Demolition Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

11.1.3 Demolition Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

11.1.4 Information Regarding Lands:

11.1.4.1 Reports and Drawings: The contract documents shall identify those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Architect has used in preparing the Contract Documents; and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that the Architect has used in preparing the Contract Documents.

11.1.4.2 Limited Reliance by Demolition Contractor on Technical Data Authorized: Demolition Contractor may rely upon the general accuracy of the "technical data" contained in such reports and

drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in this Agreement. Except for such reliance on such "technical data," Demolition Contractor may not rely upon or make any Claim against Owner, Architect, or any of Architect's Consultants with respect to:

11.1.4.2.1 The completeness of such reports and drawings for Demolition Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Demolition Contractor, and safety precautions and programs incident thereto; or

11.1.4.2.2 Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

11.1.4.2.3 Any Demolition Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

11.2 Subsurface or Physical Conditions:

11.2.1 **NOTICE:** If Demolition Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

11.2.1.1 Is of such a nature as to establish that any "technical data" on which Demolition Contractor is entitled to rely as provided herein with regard to Subsurface and Physical Conditions is materially inaccurate; or

11.2.1.2 Is of such a nature as to require a change in the Contract Documents; or

11.2.1.3 Differs materially from that shown or indicated in the Contract Documents; or,

11.2.1.4 Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract Documents; then Demolition Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as defined herein), notify Owner and Architect in writing about such condition. Demolition Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

11.2.2 Architect's Review: After receipt of written notice from Demolition Contractor, the Architect will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Demolition Contractor) of Architect's findings and conclusions.

11.2.3 Possible Price and Time Adjustments:

11.2.3.1 The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Demolition Contractor's cost of, or time required for performance of the Demolition Work.

11.2.3.2 Demolition Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

11.2.3.2.1 Demolition Contractor knew of the existence of such conditions at the time Demolition Contractor made a final commitment to Owner in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

11.2.3.2.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Demolition Contractor prior to Demolition Contractor's making such final commitment.

11.2.3.3 If Owner and Demolition Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in this Agreement. However, Owner, Architect, and Architect's Consultants shall not be liable to Demolition Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Demolition Contractor on or in connection with any other project or anticipated project.

11.3 Underground Facilities:

11.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Architect by owners of such Underground Facilities, including Owner, or by others, provided that:

11.3.1.1 Demolition Contractor shall be responsible for confirming the accuracy or completeness of any such information or data; and

11.3.1.2 The cost of confirming the accuracy or completeness of any such information and data, including the following activities, shall be included in the Contract Price, and Demolition Contractor shall have full responsibility for:

11.3.1.2.1 Reviewing and checking all such information and data,

11.3.1.2.2 Locating all Underground Facilities shown or indicated in the Contract Documents,

11.3.1.2.3 Coordination of the Demolition Work with owners of such Underground Facilities, including Owner, during construction, and

11.3.1.2.4 The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Demolition Work.

11.3.2 Not Shown or Indicated:

11.3.2.1 If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Demolition Contractor shall promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as defined in this Agreement) notify the Architect of such Underground Facility. The Architect will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Demolition Contractor shall be responsible for the safety and protection of such Underground Facility.

11.3.2.2 If Architect concludes that a change in the Contract Documents is required, the appropriate documentation will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are

attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Demolition Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Demolition Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Demolition Contractor may make a Claim therefore as provided in this Agreement.

11.4 Reference Points: Owner, through the Architect, shall provide in the Contract documents the engineering surveys necessary to establish pre-demolition reference points for demolition which in Architect's judgment are necessary to enable Demolition Contractor to proceed with the Demolition Work. Demolition Contractor shall be responsible for laying out the Demolition Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Demolition Contractor shall report to Architect whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and the Demolition Contractor shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

11.5 Hazardous Environmental Condition at Site:

11.5.1 Demolition Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Specifications or identified in the Contract Documents to be within the scope of the Demolition Work, or is known or should have been known by Contractor by reasonable inspection of the Site. Demolition Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Demolition Contractor, Subcontractors, Suppliers, or anyone else for whom Demolition Contractor is responsible.

11.5.2 If Demolition Contractor encounters a Hazardous Environmental Condition or if Demolition Contractor or anyone for whom Demolition Contractor is responsible creates a Hazardous Environmental Condition, Demolition Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as defined in this Agreement); and (iii) notify Owner and Architect (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Architect concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

11.5.3 Demolition Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Demolition Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Demolition Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work stoppage to be resumed by Demolition Contractor, either party may make a Claim therefore as provided in this Agreement.

11.5.4 If after receipt of such written notice Demolition Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Demolition Work that is in the area

affected by such condition to be deleted from the Demolition Work. If Owner and Demolition Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Demolition Work, then either party may make a Claim therefore as provided in this Agreement. Owner may have such deleted portion of the Demolition Work performed by Owner's own forces or others in accordance with the article relating to Other Work.

11.5.5 To the fullest extent permitted by Laws and Regulations, Demolition Contractor shall indemnify and hold harmless Owner, Architect, Architect's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Demolition Contractor or by anyone for whom Demolition Contractor is responsible. Nothing in this paragraph shall obligate Demolition Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

11.5.6 The provisions of paragraphs 11.5.2, 11.5.3 and 11.5.4 above are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 12, OTHER WORK

12.1 Related Work at Site:

12.1.1 Owner may perform other work related to the Demolition Project at the Site by Owner's employees, or let other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

12.1.1.1 Written notice thereof will be given to Demolition Contractor prior to starting any such other work; and

12.1.1.2 If Owner and Demolition Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in this Agreement.

12.1.2 Unless otherwise provided in the Contract Documents, Demolition Contractor shall do all cutting, fitting, and patching of the Demolition Work that may be required to properly connect/disconnect or otherwise properly integrate/separate with such other work. Demolition Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Architect and the others whose work will be affected. The duties and responsibilities of Demolition Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Demolition Contractor in said direct contracts between Owner and such utility owners and other contractors.

12.1.3 If the proper execution or results of any part of Demolition Contractor's Work depends upon work performed by others under this Article, Demolition Contractor shall inspect such other work and promptly report to Architect in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Demolition Contractor's Work. Demolition Contractor's failure to so report will constitute an acceptance of such other work as fit

and proper for integration with Demolition Contractor's Work except for latent defects and deficiencies in such other work.

12.2 Coordination: Demolition Contractor shall coordinate the Demolition work with other contractors and each utility owner (and Owner, if Owner is performing the other work with Owner's employees), including proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the ability to execute such other work, subject to the following:

12.2.1 If Owner intends to contract with others for the performance of other work on the Demolition Project at the Site, the following will be set forth herein:

12.2.1.1 The individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified;

12.2.1.2 The specific matters to be covered by such authority and responsibility will be itemized; and

12.2.1.3 The extent of such authority and responsibilities will be provided.

12.2.2 Unless otherwise provided herein, Owner shall have sole authority and responsibility for such coordination.

ARTICLE 13, OWNER'S RIGHTS AND RESPONSIBILITIES

13.1 Communications to Demolition Contractor: Except as otherwise provided herein, Owner shall issue all communications to Demolition Contractor through Architect.

13.2 Replacement of Architect: In case of termination of the Architect's agreement with Owner, Owner shall appoint an Architect whose status under the Contract Documents shall be that of the former Architect.

13.3 Furnish Information and Data: Owner shall promptly furnish the requested information and data to Demolition Contractor if available and appropriate.

13.4 Independent Testing: Owner shall furnish independent tests, inspections and reports required by law, the Contract Documents or deemed appropriate by the Owner, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials to be conducted by consultants retained by the Owner.

13.5 Pay Promptly When Due: Owner shall make payments to Demolition Contractor within forty-five days of receipt of billing of Demolition Contractor per Article 19 hereof.

13.6 Surveys: Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Demolition Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect or Demolition Contractor requests such services and demonstrates that they are reasonably required by the scope of the Demolition Project.

13.7 Insurance: Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 4.

13.8 Change Orders: Owner is obligated to execute Change Orders.

13.9 Limitations on Owner's Responsibilities: Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Demolition Contractor's means, methods, techniques, sequences, or procedures of demolition, or the safety precautions and programs incident thereto, or for any failure of Demolition Contractor to comply with Laws and Regulations applicable to the performance of the Demolition Work. Owner will not be responsible for Demolition Contractor's failure to perform the Demolition Work in accordance with the Contract Documents.

13.10 Hazardous Environmental Condition: Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition as provided in this Agreement. If Owner becomes aware of hazardous substances at the Demolition Project site of a type of which an employer is required by law to notify its employees are being used on the site by a Demolition Contractor or anyone directly or indirectly employed by them (other than Demolition Contractor), Owner shall, prior to harmful exposure of Demolition Contractor's employees to such substance, give written notice of the chemical composition thereof to Demolition Contractor in sufficient detail and time to permit Demolition Contractor's compliance with such laws.

13.11 Owner's Milestone Dates and Equipment:

13.11.1 Owner shall establish the milestone dates for the Demolition Project, and Demolition Contractor shall be required to develop a schedule to meet the milestones dates and to meet such schedule. Owner will work with Demolition Contractor in scheduling and performing the Demolition Work of the Demolition Project being performed by Owner or others, to avoid conflicts or interference in Demolition Contractor's Work and shall expedite written responses to submittals.

13.11.2 Owner's equipment will be available to Demolition Contractor only at Owner's discretion and on mutually satisfactory terms.

13.12 Communications:

13.12.1 Owner shall promptly make available to Demolition Contractor information which affects this Contract and which becomes available to Owner subsequent to execution of this Contract.

13.12.2 Owner shall give all instructions or orders directly to Demolition Contractor's identified project representative or manager identified herein, and shall not give instruction or orders directly to employees or to Demolition Contractor's Subcontractors unless such persons are designated as authorized representatives of Demolition Contractor.

13.12.3 If Owner asserts or defends a claim against Demolition Contractor which relates to the Demolition Work of Demolition Contractor, Owner shall make available to Demolition Contractor information relating to that portion of the claim which relates to the Demolition Work of Demolition Contractor.

13.13 Claims by Owner:

13.13.1 Damages for delay shall be assessed against Demolition Contractor only to the extent caused by Demolition Contractor or any person or entity for whose acts Demolition Contractor may be liable, and in no case for delays or causes arising outside the scope of this Contract.

13.13.2 Owner's claims for services or recyclable materials provided Demolition Contractor shall require:

13.13.2.1 Prior written notice except in an emergency;

13.13.2.2 Written compilations to Demolition Contractor of services and recyclable materials provided and charges for such services no later than the fifteenth (15th) day of the following month.

13.14 Owner's Remedies:

13.14.1 Should Demolition Contractor at any time: (i) refuse or neglect to supply sufficient and properly skilled workers; (ii) refuse or neglect to supply equipment necessary to the prosecution of the Demolition Work; (iii) fail in any respect to follow revised demolition schedules; (iv) fail in any respect to complete the Demolition Work with promptness and diligence; or (v) fail in the performance of any of the covenants contained herein; and fail to correct such default or neglect with diligence and promptness within one (1) work day of written notice from Owner, then Owner may, without additional written notice and without prejudice to any other remedy, either:

13.14.1.1 Provide such labor, equipment, or services or other Work as is required by this Contract and deduct the cost thereof from any money then due or thereafter to become due to Demolition Contractor under this Agreement;

13.14.1.2 Terminate this Agreement for the Demolition Work and enter upon the premises and take possession for the purpose of completing the Demolition Work included under this Agreement of all tools and appliances thereon, and to employ any other person or persons to finish the Demolition Work, and to provide the services required under this Agreement.

13.14.2 Owner shall be entitled to recover all of its expenses under this paragraph, including all labor, recyclable materials, and services (whether by Owner or others) and any other cost (including attorneys' fees) or damages incurred as a result of Demolition Contractor's default. If such expense exceeds the unpaid balance of the amount to be paid under this Agreement, Demolition Contractor shall pay the difference to Owner on demand. If this Agreement is terminated, Demolition Contractor shall not be entitled to receive any further payment under this Agreement until the Demolition Work is completed.

13.14.3 If at any time there shall be evidence of any invoice, bill, lien or claim arising from Demolition Contractor's operations under this Agreement, or any other agreement between the parties (Claim) for which Owner, a surety, or any property, might be or become liable or subject to, Owner shall have the right to retain out of any payment then due or thereafter to become due Demolition Contractor, an amount sufficient to discharge such Claim and reimburse the Constructor Manager, Owner, and surety for all costs and expenses (including attorneys' fees) in connection with such Claim. If Demolition Contractor has failed to resolve a Claim or provide a bond to protect Owner and any surety against such Claim within thirty (30) days after written notice, Owner or a surety shall have the right to make payment on such Claim out of funds due or to become due Demolition Contractor. If no such funds are available, Demolition Contractor shall indemnify Owner and surety for all amounts any of them have in good faith paid in discharging any Claim, including any associated costs and expenses (including attorneys' fees).

ARTICLE 14, ARCHITECT'S STATUS DURING DEMOLITION

14.1 Representation of Interests of Owner: Architect shall represent the Owner during the demolition period pursuant to the Architect's agreement with the Owner and this Article. The duties and responsibilities and the limitations of authority of Architect during demolition are set forth in the Contract Documents and will not be changed without written consent of Owner and Architect.

14.2 Visits to Site:

14.2.1 Architect's On-Site Visits: Per the Architect's contract, the Architect shall visit the site at intervals appropriate to the stage of demolition to observe the progress and quality of the executed work and determine, in general, if the Demolition Work is proceeding in accordance with the contract documents. **In carrying out this responsibility the Architect shall make on-site inspections not less than one (1) occasion per week and on the milestone dates for phases of the Demolition Project to check the quality and quantity of work on the Demolition Project.** When observing the progress of the Demolition Project or when making inspections of the Demolition Work on the Demolition Project, the Architect shall not be responsible for the demolition means, methods, techniques, sequences, procedures or safety precautions incident thereto. Architect's efforts shall be directed toward Owner identifying non-compliance by the Demolition Contractor with the requirements of the contract documents. Architect shall not be responsible for Demolition Contractor's failure to perform the demolition work in accordance with the contract documents. During such visits and on the basis of Architect's on-site observations as an experienced and qualified design professional, Architect is responsible to inform Owner of the progress of the Demolition Work, shall alert the Owner to defects and deficiencies in the Demolition Work of the Demolition Contractor and may disapprove or reject work that fails to conform to the contract documents.

14.2.2 Limitation on the Architect's Responsibilities: During or as a result of Architect's visits or observations of Contractor's Work, Architect as the Owner's representative shall not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

14.3 Owner's Representative: [OPTIONAL – APPLICABLE ONLY IF THE BOX IS CHECKED]. If the Owner furnishes an Owner's Representative to assist the Owner and Architect in providing more extensive observation of the Demolition Work, the responsibilities and authority and limitations thereon of any such Owner's Representative and assistants will be the same as those of the Owner herein.

14.4 Clarifications and Interpretations: Architect will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as Architect may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents, Such written clarifications and interpretations will be binding on Owner and Demolition Contractor. If Owner and Demolition Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefore as provided in this Agreement.

14.5 Authorized Variations in Work: With Owner's approval the Architect may authorize minor variations in the Demolition Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Demolition Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Change Order and will be binding on Owner and also on Demolition Contractor, who shall perform the Demolition Work involved promptly.

14.6 Rejecting Defective Work: Architect will have authority to disapprove or reject Work which Architect believes to be defective, or that Architect believes will not produce a completed Demolition Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Demolition Project as a functioning whole as indicated by the Contract Documents. Architect will also have authority to require special inspection or testing of the Demolition

Work at Demolition Contractor's cost, whether or not the Demolition Work is fabricated, installed, or completed.

14.7 Shop Drawings, Change Orders and Payments:

14.7.1 In connection with Architect's authority as to Change Orders.

14.7.2 In connection with Architect's authority as to Applications for Payment.

14.8 Decisions on Requirements of Contract Documents and Acceptability of Work:

14.8.1 Architect will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Demolition Work thereunder. Claims, disputes and other matters relating to the acceptability of the Demolition Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Demolition Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to Architect in writing, in accordance with the provisions of this Agreement, with a request for a formal decision.

14.8.2 When functioning as interpreter and judge under this paragraph, Architect will not show partiality to Owner or Demolition Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Architect pursuant to this paragraph with respect to any such Claim, dispute, or other matter will be a condition precedent to any exercise by Owner or Demolition Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

14.9 Limitations on Architect's Authority and Responsibilities:

14.9.1 Architect will be responsible to the Owner for all duties imposed by Architect's Agreement with Owner. As between the Owner and Demolition Contractor, Owner shall be responsible for the Architect's performance of the duties imposed on Architect in this agreement.

14.9.2 Architect will not supervise, direct, control, or have authority over or be responsible for Demolition Contractor's means, methods, techniques, sequences, or procedures of demolition, or the safety precautions and programs incident thereto, or for any failure of Demolition Contractor to comply with Laws and Regulations applicable to the performance of the Demolition Work. Architect will not be responsible for Demolition Contractor's failure to perform the Demolition Work in accordance with the Contract Documents.

14.9.3 Architect will not be responsible for the acts or omissions of Demolition Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Demolition Work.

14.9.4 Architect's review of each Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered as part of the Final Payment process will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

14.9.5 The limitations upon authority and responsibility set forth in this paragraph shall also apply to Architect's Consultants, Owner's Representative, and assistants.

ARTICLE 15, CHANGES IN THE DEMOLITION WORK

15.1 Authorized Changes in the Demolition Work:

15.1.1 Without invalidating the Agreement and without notice to any surety, Architect, with Owner's approval, may at any time or from time to time, order additions, deletions, or revisions in the Demolition Work. Upon receipt of appropriate documentation, Demolition Contractor shall promptly proceed with the Demolition Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

15.1.2 If Owner and Demolition Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in the Agreement.

15.2 Unauthorized Changes in the Demolition Work: Demolition Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed **that is not required by the Contract Documents as amended, modified, or supplemented and approved by Owner**, except in the case of an emergency or in the case of uncovering Work as provided in the Agreement.

15.3 Execution of Change Orders: Owner and Demolition Contractor shall execute appropriate Change Orders recommended by Architect covering:

15.3.1 Changes in the Demolition Work which are: (i) ordered by Owner, (ii) required because of acceptance of defective Work or Owner's correction of defective Work, or (iii) agreed to by the parties;

15.3.2 Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

15.3.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Architect pursuant to this Agreement; provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Demolition Contractor shall carry on the Demolition Work and adhere to the progress schedule.

15.4 Notification to Surety: If notice of any change affecting the general scope of the Demolition Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Demolition Contractor's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 16, CLAIMS

16.1 Notice: Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to Architect and the other party to the Contract within five (5) days after the start of the event giving rise thereto or reasonable discovery of the event. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the Architect and the other party to the Contract within ten (10) days after the start of such event or reasonable discovery of the event (unless Architect allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of this Agreement. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of this Agreement. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment

to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Architect and the claimant within ten (10) days after receipt of the claimant's last submittal (unless Architect allows additional time).

16.2 Architect's Decision: Architect will render a formal decision in writing within ten (10) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Architect's written decision on such Claim, dispute, or other matter will be final and binding upon Owner and Demolition Contractor unless:

16.2.1 An appeal from Architect's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in this Agreement; or

16.2.2 If no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from Architect's written decision is delivered by Owner or Demolition Contractor to the other and to Architect within ten (10) days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction, within thirty (30) days after the date of such decision or within thirty (30) days after Substantial Completion, whichever is later (unless otherwise agreed in writing by Owner and Demolition Contractor), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

16.3 If Architect does not render a formal decision in writing within the time stated above, a decision denying the Claim in its entirety shall be deemed to have been issued eleven (11) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

16.4 No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this Article.

ARTICLE 17, CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES; DELAYS

17.1 Change of Contract Price Due to Claims or Change Orders: The Contract Price may only be changed by a Change Order. Approved Changes in the Demolition Work or accepted Claims that affect the Contract Price will be addressed through the Change Order process provided in this Agreement. Any adjustment in the Contract Price resulting from a Change in the Demolition Work or Claim will be determined as follows:

17.1.1 Lump Sum: By a mutually agreed lump sum (which may include overhead and profit not necessarily in accordance with the provisions for Demolition Contractor's fee for overhead and profit below); or

17.1.2 Cost of the Demolition Work Plus Fee: Where an agreement to a lump sum is not reached the adjustment shall be determined on the basis of the Cost of the Demolition Work plus a Demolition Contractor's fee for overhead and profit (determined as provided in the provisions for calculation and verification of the Cost of the Demolition Work and Demolition Contractor's fee for overhead and profit below).

17.1.2.1 Calculation of Cost of the Demolition Work Plus Fee:

17.1.2.1.1 Cost of the Demolition Work: For purposes of the calculation and verification of the value of Change Orders to be paid to the Demolition Contractor, that portion of such value attributable to the actual performance of the Demolition Work of the Change Order whether performed by the

Demolition Contractor or a subcontractor of the Demolition Contractor shall be limited to the following elements which shall be submitted with each Change Order submittal:

17.1.2.1.1.1 Labor Costs: Labor costs for employees in the direct employ of Demolition Contractor or Demolition Contractor's subcontractor actually the performing the Demolition Work of the Change Order. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Labor costs for employees not employed full time on the Demolition Work shall be apportioned on the basis of their time spent on the Demolition Work. Labor costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto and all transportation, travel, and subsistence expenses. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

17.1.2.1.1.2 Equipment and Debris Disposal Cost: Cost of all equipment furnished and debris disposal in the performance of the Demolition Work, including costs of transportation and storage of salvageable or recyclable materials, and field services required in connection therewith and the cost for additional bonds, insurance, sales taxes. All cash discounts shall accrue to Demolition Contractor unless Owner deposits funds with Demolition Contractor with which to make payments, in which case the cash discounts shall accrue to Owner.

17.1.2.1.1.3 Bid Subcontracts: When the Change Order requires or allows for the subcontracting of the Demolition Work independent of current subcontractors, the Demolition Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Demolition Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Architect, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Demolition Work plus a fee, the Subcontractor's Cost of the Demolition Work and fee shall be determined in the same manner as Demolition Contractor's Cost of the Demolition Work and fee as provided in this Article.

17.1.2.1.2 Demolition Contractor's Fee for Overhead and Profit:

17.1.2.1.2.1 Demolition Contractor's fee for overhead and profit shall be determined as follows:

17.1.2.1.2.1.1 A mutually acceptable fixed fee; or

17.1.2.1.2.1.2 If a fixed fee is not agreed upon, then the Demolition Contractor's Fee for Overhead and Profit shall be five percent (5%) of the verified Cost of the Demolition Work.

17.1.2.1.2.2 Increase in the Contract Price: The amount of credit to be allowed by Demolition Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Demolition Contractor's fee by an amount equal to five percent (5%) of such net decrease; and

17.1.2.1.2.3 Net Increase/Decrease in the Contract Price: When both additions and credits are involved in any one (1) change, the adjustment in Demolition Contractor's fee shall be computed on the basis of the net change in accordance with this section.

17.2 Change of Contract Times:

17.2.1 The Contract Times (or Milestones) may only be changed by a Change Order. Approved Changes in the Contract Times or accepted Claims that affect the Contract Times will be addressed through the Change Order process provided in this Agreement.

17.2.2 Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article.

17.3 Delays Within Demolition Contractor's Control: Where Demolition Contractor is prevented from completing any part of the Demolition Work within the Contract Times (or Milestones) due to delay within the control of the Demolition Contractor, Demolition Contractor shall not be granted an extension of Contract Times (or Milestones) or amendment of the contract or contract price for additional cost of the Demolition Project due to such delay in the Demolition Work. Delays attributable to and within the control of a Subcontractor shall be deemed to be delays within the control of Demolition Contractor.

17.4 Delays Beyond Demolition Contractor's Control:

17.4.1 Delays Due to Adverse Weather Conditions: Demolition Contractor shall be responsible to consider and include within the Contract Price the climatic conditions of the location of the Demolition Project that may delay the Demolition Work, and Demolition Contractor shall not be granted an extension of Contract Times (or Milestones) or amendment of the contract or contract price for the additional cost of the Demolition Project due to a delay in the Demolition Work resulting in whole or in part from adverse weather conditions.

17.4.2 Delays Other Than Adverse Weather Conditions: Where Demolition Contractor is prevented from completing any part of the Demolition Work within the Contract Times (or Milestones) due to delay beyond the control of Demolition Contractor for reasons other than adverse weather conditions, Demolition Contractor shall be granted an extension of Contract Times (or Milestones) and/or amendment of the contract or contract price for additional cost of the Demolition Project as provided in this Agreement.

17.5 Delays Beyond Owner's and Demolition Contractor's Control: Where Demolition Contractor is prevented from completing any part of the Demolition Work within the Contract Times (or Milestones) due to delay beyond the control of both Owner and Demolition Contractor, Demolition Contractor shall be granted an extension of Contract Times (or Milestones) and/or amendment of the contract or contract price for additional cost of the Demolition Project as provided in this Agreement.

17.6 Delay Damages:

17.6.1 Delays Caused by Demolition Contractor: In no event shall Owner or Architect be liable to Demolition Contractor, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of Demolition Contractor;

17.6.2 Delays Caused by the Owner, Third Parties, or Acts of God: Delays beyond the control of Demolition Contractor shall include acts or neglect by Owner, Architect, acts or neglect of third parties or other contractors performing other work, fires, floods, tornados, epidemics, or acts of God.

17.6.2.1 Increase in Contract Time and Cost:

17.6.2.1.1 Written Notice to Owner of Delay: Where Demolition Contractor wishes to make Claim for an increase in the Contract Times (or Milestones) and/or amendment of the contract or contract price for additional cost of the Demolition Project due to a delay in the Demolition Work, written notice shall be prepared and delivered by the Demolition Contractor to the Owner within seven (7) days of the beginning of the delay and shall include a narrative of the cause of the delay, the effect of the delay on the progress of the Demolition Work set forth on the CPM Schedule, the anticipated duration of the delay, and the estimated cost of the delay.

17.6.2.1.2 Time of Submission of Claim for Increase in Contract Time and Cost: A Claim for an increase in the Contract Times (or Milestones) and/or amendment of the contract or contract price for additional cost of the Demolition Project due to a delay in the Demolition Work shall be submitted within ten (10) days of the last date of the claimed delay.

17.6.2.1.3 Content of Demolition Contractor's Claim: Demolition Contractor's Claim shall be based upon, and limited to, the actual cost without mark-up to the Demolition Contractor of the delay and of probable effect of delay on progress of the Demolition Work. In the case of a continuing delay only one (1) claim is necessary. No extension of time shall be granted because of hindrances or delays from any cause which is the fault of Demolition Contractor or Demolition Contractor's Subcontractors or under Demolition Contractor's control.

17.6.2.2 Provisions of Article Fair and Adequate: Demolition Contractor represents and warrants that the provisions herein contained for extension of time and adjustment of the contract or of the contract price pursuant to this Article are fair and adequate and that Demolition Contractor has an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that Demolition Contractor shall not have or assert any claim for damages or prosecute any suit, action, cause of action, arbitration claim, or other proceeding against the Owner for such damages arising from any delay or hindrance in the completion of the Demolition Work called for in this Agreement except as provided in this paragraph.

ARTICLE 18, TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

18.1 Notice of Defects: Prompt notice of all defective Work of which Owner or Architect has actual knowledge will be given to Demolition Contractor. All defective Work may be rejected, corrected, or accepted as provided herein.

18.2 Access to Work: Owner, Architect, Architect's Consultants, other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Demolition Work at reasonable times for their observation, inspecting, and testing. Demolition Contractor shall provide them proper and safe conditions for such access and advise them of Demolition Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

18.3 Tests and Inspections: Demolition Contractor shall give the Architect timely notice of readiness of the Demolition Work for all required inspections, tests, or approvals prior to covering the Demolition Work, if applicable, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. In the event the Demolition Contractor provides notice of the readiness of the Work for required inspections, tests, or approvals, and the Owner's construction materials testing and inspection service providers are present at the job site in reliance thereon, and the Work is not ready for

such observation, inspecting or testing, the Demolition Contractor shall be liable to the Owner for the actual costs incurred by the Owner resulting therefrom.

18.3.1 Owner Paid Tests and Inspections: Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required of the Owner by the Contract Documents.

18.3.2 Demolition Contractor Paid Tests and Inspections: Demolition Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required of the Demolition Contractor by the Contract Documents. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Architect. If any Work (or the Demolition Work of others) that is to be inspected, tested, or approved is covered by Demolition Contractor without written concurrence of Architect, Demolition Contractor shall at Demolition Contractor's cost, if requested by Architect, be uncovered for observation unless Demolition Contractor has given Architect timely notice of Demolition Contractor's intention to cover the same and Architect has not acted with reasonable promptness in response to such notice.

18.4 Uncovering Work: If Owner or Architect determines that it is necessary or advisable that covered areas of the building or improvement being demolished be observed by Owner and/or Architect or inspected or tested by others, Demolition Contractor, at Owner's or Architect's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner or Architect may require, that portion of the Demolition Work in question, furnishing all necessary labor and equipment. If it is found that such Work is defective, Demolition Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of Architects, Architect's consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory removal of building materials or debris found therein (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Demolition Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

18.5 Stopping the Demolition Work: If the Demolition Work is defective, or Demolition Contractor fails to supply sufficient skilled workers or suitable equipment, or fails to perform the Demolition Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Demolition Contractor to stop the Demolition Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Demolition Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Demolition Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

18.6 Correction or Removal of Defective Work: Demolition Contractor shall promptly correct all defective Work, whether or not completed, or, if the Demolition Work has been rejected by Owner or Architect, remove it from the Demolition Project and replace it with Work that is not defective. Demolition Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of Architect, Architect's Consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction (including but not limited to all costs of repair or replacement of work of others).

18.7 Correction Period: If within the time specified under the applicable statute of limitation or statute of repose under Wyoming law, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Demolition Contractor's use by Owner or permitted by Laws and Regulations is found to be defective, Demolition Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions correct such defective Demolition Work or, if the defective Work has been rejected by Architect and/or Owner, remove debris from the Demolition Project to the extent necessary so that the Demolition work is not defective. If Demolition Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Demolition Work corrected or may have the debris removed and such covering thereof as provided by the Contract Documents replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of Architect, Architect's Consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Demolition Contractor. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose. Demolition Contractor shall confirm that its payment and performance bond provides coverage for all corrective work during the Correction Period.

18.8 Acceptance of Defective Work: If, instead of requiring correction or removal and re-execution of defective Work, Owner (and, prior to Architect's recommendation of final payment) prefers to accept such defective Work, Owner may do so. Demolition Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of Architect, Architect's Consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Architect as to reasonableness) and the diminished value of the Demolition Work and/or the Site to the extent not otherwise paid by Demolition Contractor pursuant to this sentence. If any such acceptance occurs prior to Architect's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Demolition Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Demolition Contractor to Owner.

18.9 Owner May Correct Defective Work: In the event the Architect determines that the Demolition Contractor's work is defective, the Architect shall give the Demolition Contractor notice to correct the defective work. Demolition Contractor shall within seven (7) days after written notice from Architect correct defective Work or remove and re-execute rejected Work as required by Architect. If the Demolition Contractor fails to correct the defective work in accordance with this paragraph, or if Demolition Contractor fails to perform the Demolition Work in accordance with the Contract Documents within such time, or if Demolition Contractor fails to comply with any other provision of the Contract Documents, Owner may, upon seven (7) days written notice to Demolition Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Demolition Contractor from all or part of the Site, take possession of all or part of the Demolition Work and suspend Demolition Contractor's services related thereto, and incorporate in the Demolition Work all equipment and salvageable or recyclable materials stored at the Site or which are stored elsewhere. Demolition Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Architect and Architect's Consultants access to the Site to enable Owner to

exercise the rights and remedies under this paragraph. All Claims, costs, losses, and damages (including but not limited to all fees and charges of Architect, Architect's Consultant, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this paragraph will be charged against Demolition Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Demolition Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Demolition Contractor's defective Work. Demolition Contractor shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Demolition Work attributable to the exercise by Owner of Owner's rights and remedies under this paragraph.

ARTICLE 19, PAYMENTS TO DEMOLITION CONTRACTOR AND COMPLETION

19.1 Schedule of Values: Demolition Contractor's schedule of values, unless objected to by the Owner or Architect, shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Architect and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

19.2 Progress Payments:

19.2.1 Applications for Payment: Demolition Contractor shall submit to Architect and Owner a periodic Application for Payment. Each Application for Payment shall consist of the cost of the Demolition Project as set forth in the Schedule of Values. Approval of Application for Payments for such recyclable materials stored off-site shall be conditioned upon submission by Demolition Contractor of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest, including transportation to the Demolition Worksite. The extent of such statement shall be as agreed upon between Owner and Demolition Contractor. Payment shall be subject to the retainage requirements of Wyo. Stat. § 16-6-702, including the retainage requirements set forth therein, and the following provisions:

19.2.1.1 The time period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

19.2.1.2 Applications for Payment shall be based on the Schedule of Values and shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

19.2.1.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

19.2.1.3.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%) of the first fifty percent (50%) of the Contract Price, and not less than five percent (5%) for the last fifty percent (50%) of the Contract Price;

19.2.1.3.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing),

less retainage of ten percent (10%) of the first fifty percent (50%) of the Contract Price, and not less than five percent (5%) for the last fifty percent (50%) of the Contract Price;

19.2.1.3.3 Subtract the aggregate of previous payments made by the Owner; and

19.2.1.3.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

19.2.1.4 By signing each Application for Payment, Demolition Contractor certifies that the information presented is true, correct, accurate and complete, that Demolition Contractor has made the necessary inspections and examinations of the Work, that the submitted Work has been complete to the extent presented in the Applications for payment, that the materials and supplies in the Applications for Payment have been purchased, received and paid for, that the subcontractors have been paid as identified in the Applications for Payment, that the Applications for Payment include only Work performed by Demolition Contractor or for which Demolition Contractor has been invoiced.

19.2.2 Certificates for Payment:

19.2.2.1 Within seven (7) calendar days after receipt of each periodic Application for Payment, Architect shall certify acceptance of the application, in whole or in part, by the signing of the Architect's Certification of Payment section of the Application for Payment form, and upon such certification shall forward the application to the Owner. If the Architect has reason to withhold or reject certification, in whole or in part, the Architect shall notify the Demolition Contractor in writing within the time allowed for certification.

19.2.2.2 Adjustment of Demolition Contractor's Application for Payment: Architect may adjust or reject an Application for Payment or nullify a previously approved Application for Payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Demolition Contractor is responsible under the Agreement:

19.2.2.2.1 Demolition Contractor's repeated failure to perform the Work as required by the Contract Documents;

19.2.2.2.2 Loss or damage arising out of or relating to this Agreement and caused by Demolition Contractor to Owner or others to whom Owner may be liable;

19.2.2.2.3 Demolition Contractor's failure to properly pay subcontractors and material suppliers following receipt of such payment from Owner;

19.2.2.2.4 Third-party claims involving Demolition Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Demolition Contractor furnishes Owner with adequate security in the form of a surety bond, irrevocable letter of credit or other collateral or commitment satisfactory to Owner and sufficient to discharge such claims if established.

19.2.3 Owner's Acceptance or Rejection of Applications: Promptly after receipt of each periodic Application for Payment, Architect certifying the application, in whole or in part, by the signing of the Architect's Certification of Payment section of the Application for Payment form, and upon such certification shall forward the application to the SFD for funding. Upon receipt of funding from the SFD for the Application for Payment, Owner shall within five (5) business days pay directly to Demolition Contractor the certified amount for which Application for Payment is made, less amounts previously paid by Owner and required retention. Pursuant to Wyo. Stat. § 16-6-602, payment on the Application for Payment shall be made by the Owner to the Demolition Contractor within forty-five (45) days or shall

pay interest from the forty-fifth day at the rate of one and one-half percent (1½%) per month on the unpaid balance until the application amount is paid in full, unless a good faith dispute exists as to the Owner's obligation to pay all or a portion of the amount requested in the Application for Payment.

19.2.3.1 Good Faith Dispute Regarding Application for Payment: If a good faith dispute exists as to the Owner's obligation to pay all or a portion of the amount requested in the Application for Payment and such application is rejected in whole or in part, Architect and Owner shall in writing to the Demolition Contractor indicate the reasons for its rejection, and the remedial actions to be taken by Demolition Contractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld. If Architect and Owner and Demolition Contractor cannot agree on a revised amount then, within fifteen (15) business days after its initial rejection in part of such application, Owner shall pay directly to Demolition Contractor the certified amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner and required retention. Those items rejected by Owner shall be paid by the Owner to the extent determined appropriate (1) when the reasons for the rejection have been removed, or (2) when the reasons for the rejection have been resolved through the alternative dispute resolution process as provided herein.

19.2.4 Lien Waivers and Liens:

19.2.4.1 Partial Lien Waivers and Affidavits: If requested by Owner, as a prerequisite for payment, Demolition Contractor shall provide partial lien and claim waivers in the amount of the Application for Payment and affidavits from its Subcontractors for the completed Work. Such waivers shall be conditional upon payment. In no event shall Demolition Contractor be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

19.2.4.2 Responsibility for Liens: If Owner has made payments in the time required by this agreement, Demolition Contractor shall, within thirty (30) days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services in connection with the Demolition Work. If Demolition Contractor fails to take such action on a lien, Owner may cause the lien to be removed at Demolition Contractor's expense, including bond costs and reasonable attorneys' fees.

19.2.5 Acceptance of Work: Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Demolition Project constitutes acceptance of Work not complying with the Contract Documents.

19.3 Substantial Completion:

19.3.1 Demolition Contractor shall notify the Architect when Demolition Contractor considers that Substantial Completion of the Work or a designated portion to have been achieved. At the time of notifying the Architect, Demolition Contractor shall prepare and submit to Architect a written comprehensive list of items to be completed or corrected prior to final payment (i.e. "punch list"). Architect shall promptly review the punch list and conduct an inspection to determine whether the Demolition Work or designated portion can be occupied or utilized for its intended use by Owner without excessive interference in completing any remaining unfinished Work by Demolition Contractor. If Architect determines that the Work or designated portion has not reached Substantial Completion, Architect shall promptly notify Demolition Contractor of such fact and shall compile a list of items to be

completed or corrected so Owner may occupy or utilize the Demolition Work or designated portion for its intended use. Demolition Contractor shall promptly complete all items on the list.

19.3.2 When Substantial Completion of the Demolition Work or a designated portion is achieved, the Architect shall prepare and deliver to Owner and Demolition Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion and the respective responsibilities of Owner and Demolition Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Demolition Work, and fixing the time for completion of all items on the list accompanying the Certificate. In the absence of a clear delineation of responsibilities, Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance and damages to the Demolition Work. The Certificate of Substantial Completion shall be submitted by the Architect to Owner, for Owner's written acceptance of responsibilities assigned in the Certificate.

19.3.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Demolition Work or a designated portion.

19.4 Partial Occupancy or Use: Owner may occupy or use completed or partially completed portions of the Site when (i) the portion of the Demolition Work is designated in a Certificate of Substantial Completion, (ii) appropriate insurer(s) consent to the occupancy or use, and (iii) public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Demolition Work. Owner shall not unreasonably refuse to accept partial occupancy.

19.5 Final Completion and Final Payment:

19.5.1 Final Inspection: Upon notification from Demolition Contractor that the Demolition Work is complete and ready for final inspection and acceptance, Architect, in consultation with the Owner authorized representative, shall promptly conduct a final inspection to determine if the Demolition Work has been completed and is acceptable under the Contract Documents.

19.5.2 Final Application for Payment: When the Demolition Work is complete, Demolition Contractor shall prepare for Owner's acceptance a final Application for Payment stating that to the best of Demolition Contractor's knowledge, and based on Owner's inspections, the Demolition Work has reached Final Completion in accordance with the Contract Documents.

19.5.3 Wyo. Stat. § 16-6-116 Final Payment Requirements: Final payment shall be made to Demolition Contractor after Demolition Contractor has submitted an application for final payment, including Final Payment Submissions, and a Certificate of Final Completion has been executed by Owner, Architect and Demolition Contractor. Such final payment shall be subject to the requirement of Wyo. Stat. § 16-6-116 and 117 providing for the publication in a newspaper of general circulation published nearest the point at which the Demolition Work is being carried on, once a week for three (3) consecutive weeks, and also post in three (3) conspicuous places on the Demolition Work, a notice setting forth in substance, that Owner has accepted the Demolition Work as completed according to the plans and specifications and rules set forth in this Agreement between Owner and Demolition Contractor, and that Demolition Contractor is entitled to final payment. The notice shall also set forth that upon the 41st day, with the notice specifying the exact date) after the first publication of the notice Owner will pay to Demolition Contractor the full amount due under the contract.

19.5.4 Final Payment Submissions:

Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Demolition Contractor when the Contract Work has been completed, and the Contract fully performed. Final payment will be made only in conjunction with Wyo. Stat. § 16-6-116 and 117, as amended.

19.5.4.1 No final payment will be made until the Demolition Contractor files a sworn statement, stating that all claims for material and labor performed under the Contract have been made and paid. The sworn statement shall be filed with the appropriate entity, as designated in Wyo. Stat. § 16-6-117. A copy of the sworn statement shall be provided to the Agency and Surety. Failure of the Demolition Contractor to provide the sworn statement to the Surety will not relieve the Surety from liability under the bond.

19.5.4.2 If any claim for material and labor is disputed, the sworn statement shall so state and include a copy of any claim or lien and the amount claimed. The amount claimed shall be deducted from the final payment and retained by the Agency until the dispute is resolved, as provided in Wyo. Stat. § 16-6-117. The parties agree that the Agency may, at its discretion, place the disputed amount in an interest bearing account. In the event the funds are placed in an interest bearing account, any and all accrued interest shall belong to the Agency.

19.5.4.3 Final payment to the Demolition Contractor based on its sworn statement of no disputed claims for material or labor shall not relieve the Surety from liability on any bond if outstanding material or labor claims or liens exist, and if material men and/or laborers properly followed the procedures described in Wyo. Stat. § 16-6-121.

19.5.5 Final Completion Delayed – No Fault of Demolition Contractor: If, after Substantial Completion of the Demolition Work, the Final Completion of a portion of the Demolition Work is materially delayed through no fault of Demolition Contractor, Owner shall pay the balance due for portion(s) of the Demolition Work fully completed and accepted. If the estimated cost of the Demolition Work not fully completed and accepted is less than the retained amount prior to payment, Demolition Contractor shall submit to Owner, and if directed, to the Architect, the written consent of any surety to payment of the balance due for portions of the Demolition Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims.

19.5.6 Claims Not Reserved in Writing: Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties and Defective Work.

19.5.7 Acceptance of Final Payment: Unless Demolition Contractor provides written identification of unsettled claims known to Demolition Contractor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

19.6 Demolition Contractor's Warranty of Title: Demolition Contractor warrants and guarantees that title to all equipment covered by any Application for Payment, whether incorporated in the Demolition Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

ARTICLE 20, SUSPENSION OF WORK AND TERMINATION

20.1 Owner May Suspend Work: At any time and without cause, Owner may suspend the Demolition Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to Demolition Contractor and Architect which will fix the date on which Work will be resumed. Demolition Contractor shall resume the Demolition Work on the date so fixed. Demolition Contractor

shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Demolition Contractor makes a Claim therefore as provided in this Agreement.

20.2 Owner May Terminate for Cause: The occurrence of any one or more of the following events will justify termination for cause:

20.2.1 Demolition Contractor's persistent failure to perform the Demolition Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or equipment or failure to adhere to the progress schedule as adjusted from time to time);

20.2.2 Demolition Contractor's disregard of federal, state or local laws, regulations, or ordinances, School District policies, or of any public body having jurisdiction;

20.2.3 Demolition Contractor's disregard of the authority of Architect; or

20.2.4 Demolition Contractor's violation in any substantial way of any provisions of the Contract Documents.

20.2.5 If one or more of the events identified in subparagraphs 1 through 4 above occur, Owner may, after giving Demolition Contractor (and the surety, if any) seven (7) days written notice, terminate the services of Demolition Contractor, exclude Demolition Contractor from the Site, incorporate in the Demolition Work all equipment and salvageable or recyclable materials stored at the Site or for which Owner has paid Demolition Contractor but which are stored elsewhere, and finish the Demolition Work as Owner may deem expedient. In such case, Demolition Contractor shall not be entitled to receive any further payment until the Demolition Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Demolition Work, such excess will be paid to Demolition Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Demolition Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Architect as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Demolition Work performed.

20.2.6 Where Demolition Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Demolition Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Demolition Contractor by Owner will not release Demolition Contractor from liability.

20.3 Owner May Terminate For Convenience:

20.3.1 Upon seven (7) days written notice to Demolition Contractor and Architect, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Demolition Contractor shall be paid (without duplication of any items):

20.3.1.1 For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

20.3.1.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, recyclable materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

20.3.1.3 For all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

20.3.1.4 For reasonable expenses directly attributable to termination.

20.3.2 Demolition Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

20.4 Demolition Contractor May Stop Work or Terminate: If, through no act or fault of Demolition Contractor, the Demolition Work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Architect fails to act on any Application for Payment within forty-five (45) days after it is submitted, or Owner fails for forty-five (45) days to pay Demolition Contractor any sum finally determined to be due, then Demolition Contractor may, upon seven (7) days written notice to Owner and Architect, and provided Owner or Architect do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in paragraph 19.2.2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Architect has failed to act on an Application for Payment within forty-five (45) days after it is submitted, or Owner has failed for forty-five (45) days to pay Demolition Contractor any sum finally determined to be due, Demolition Contractor may, seven (7) days after written notice to Owner and Architect, stop the Demolition Work until payment is made of all such amounts due Demolition Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Demolition Contractor from making a Claim under this Agreement, for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Demolition Contractor stopping the Demolition Work as permitted by this paragraph.

ARTICLE 21, DISPUTE RESOLUTION

21.1 Litigation: Absent agreement of Owner and Demolition Contractor, disputes that cannot be resolved through negotiations shall be subject to litigation in a court of competent jurisdiction in the State of Wyoming.

21.2 No Mandatory Arbitration: Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

21.3 Alternative Dispute Resolution: The parties may by mutual agreement endeavor to settle disputes by mediation. Any mediation conducted pursuant to this paragraph shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement. Any demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

ARTICLE 22, ASSIGNMENT OF THE CONTRACT

22.1 Assignment: Once this Agreement is accepted and signed by Owner, Owner and Demolition Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. No party to the Contract shall assign the Contract as a whole without the written consent of the others. If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

22.2 Prohibition of Assignment of Contract by Demolition Contractor: Demolition Contractor shall not assign the Demolition Work of this Agreement without the written consent of Owner, nor subcontract the whole of this Agreement without the written consent of Owner, nor further subcontract portions of this Agreement without written notification to Owner. All Sub-subcontracts or Purchase Orders shall allow assignment to Owner in the event of termination for cause.

22.3 Assignment of Funds: Demolition Contractor shall not assign any of the funds to be received under or through this Agreement unless such Assignment has the written approval of Owner. In order to be so approved, any such assignment shall include the following language: "It is agreed the funds to be paid to the Assignee under this Assignment are subject to satisfactory performance of the Agreement under which this Assignment is made ("this Agreement") by the Assignor ("Demolition Contractor") and subject to payment of all invoices, bills, claims, or liens for services rendered for the performance of any portion of the Demolition Work called for in this Agreement with Owner or any other Contract between Owner and Demolition Contractor. Owner reserves the right to set-off against any funds which may be due Demolition Contractor by Owner or funds to be paid the Assignee the amount of a claim or liens arising under or through this or any other Agreement with Demolition Contractor."

ARTICLE 23, MISCELLANEOUS PROVISIONS

23.1 Warranty of Examination of Contract Documents and Duty to Update Provided Information: By signing this Agreement, Demolition Contractor does hereby agree, certify, warrant and represent on behalf of itself, and agrees to see that each Subcontractor performing the Demolition Work shall also agree, certify, warrant and represent to Owner that their bids have been based on a full and complete examination of the Contract Documents, including as determined necessary site examination; and that all statements, facts and representations made in all submittal documents and materials are true, correct, accurate, and complete, and may be relied upon by Owner in considering the firm's bid. Demolition Contractor understands it is its responsibility to immediately provide updated and correct information if any of the information changes at any time. Any omission, falsification or misrepresentation made by Demolition Contractor in such documents and materials or any supplement thereto, will be sufficient grounds for failure to employ Demolition Contractor or terminate any contract with Owner. Demolition Contractor by entering into an Agreement with Owner consents and agrees to comply at all times with all Owner policies, regulations, directives, and practices.

23.2 Extent of Contract: This Contract which includes this Agreement and the other documents incorporated herein by reference represents the entire and integrated Agreement between Owner and Demolition Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Owner and Demolition Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

23.3 Ownership and Use of Documents: The Drawings, Specifications and other documents prepared by the Project Architect and copies thereof furnished to Demolition Contractor are for use solely with respect to this Demolition Project. They are not to be used by Demolition Contractor, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Demolition Project outside the scope of the Demolition Work, without the specific written consent of Owner and Project Architect. The Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Project Architect appropriate to and for use in the execution of their Work under the Contract Documents.

23.4 Governing Law: The Contract shall be governed by the laws of the State of Wyoming and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any dispute shall be **Campbell**, Wyoming, or, if no county is specified, then in the county in which the District's main administrative office is located.

23.5 Force Majeure: None of the parties hereto 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.

23.6 Independent Contractor: Demolition Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of Owner or the State of Wyoming for any purpose. Demolition Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Demolition 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. Nothing in this Contract shall be interpreted as authorizing Demolition Contractor or its agents and/or employees to act as an agent or representative of or on behalf of the State of Wyoming or Owner, or to incur any obligation of any kind on behalf of the State of Wyoming or Owner. Demolition Contractor agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Owner or State of Wyoming employees will extend to the benefit of Demolition Contractor or Demolition Contractor's agents and/or employees as a result of this Contract.

23.7 Kickbacks: Demolition 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 Demolition Contractor breaches or violates this warranty, Owner may, at its discretion, terminate this Contract without liability to Owner, or deduct from the Contract price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

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

23.9 Severability: This Agreement is subject to all applicable federal and state laws, rules, and regulations. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect, and either party may attempt to renegotiate the terms affected by the severance.

23.10 No Waiver of Rights: 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. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

23.11 Warranty: Demolition Contractor warrants that it has the ability to perform the agreed upon services; it shall provide suitable resources to perform work in accordance with this Agreement; it will provide the agreed upon services on a timely basis; it shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently providing demolition services under similar circumstances; and it is responsible for the prosecution of the Demolition Work of the Demolition Project in accordance with all designs, drawings, specifications, and other services furnished by Owner through the Project Architect for the Demolition Project.

23.12 Binding Effect: This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

23.13 Execution: Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

23.14 Sovereign Immunity: Demolition Contractor stipulates that Owner is a political subdivision of the State of Wyoming, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Wyoming. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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ARTICLE 24, CONCLUSION

This Agreement, including the Contract Documents incorporated herein, shall be binding upon and inure to the benefit of Owner and Demolition Contractor and their respective successors and assigns.

IN WITNESS WHEREOF, The effective date of this Contract is the date of the signature last affixed to this page.

CONTRACTOR:

Name & Title (Print) *Signature* *Date*

SCHOOL DISTRICT:

Name & Title (Print) *Signature* *Date*

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

Name & Title (Print) *Signature* *Date*