TO: All Bidders

DATE: 3/13/2020

CLOSING DATE AND TIME: 3/26/2020 @ 2:00 PM

SUBJECT: A-013842/B0001655 Addendum – Commissioning Services for New School of Business

CLARIFICATIONS TO BID SPECIFICATIONS:

- See attachments for Addendum questions and answers details.
- Attached is the contract to be used for negotiations between WSU and the successful bidding firm. Any bidder exceptions should be stated in the bid.

NO. OF PAGES (including cover sheet): 14

Bid Responses must be mailed, or hand delivered (faxed and emailed responses are not allowed) to WSU Office of Purchasing prior to the bid closing date and time!

Wichita State University
Office of Purchasing
Kim Sowell
1845 Fairmount, Campus Box 12
Morrison Hall, Room 021
Wichita, KS 67260-0012
Phone: 316-978-3784
Wichita State University, on behalf of the Kansas Board of Regents (KBOR), and the architectural team of Gensler and GastingerWalker&, hereby invites statements of qualifications and a cost proposal (in separate envelope) from firms who wish to be considered to consult with the architectural team for the indicated project. The consultant will be bound to the Kansas Board of Regents- Procedures for Implementation of the State Educational Institution Project Delivery Construction Procurement Act and its statutory authority under KSA 76-7, 125 et seq.

Addendum Items:

1. Project Closing Date: Closing Date is listed as March 26, 2020; 2:00PM on the first page heading and in Section 7 subheading 4 (Submission of Proposal on) as 3/26/2020. In section 5, subheading A, the Responses due date is listed as March 24, 2020; 2:00PM. Please clarify the date and time proposals are due. #1.
   a. Proposal due date is March 26, 2020

2. Fee Proposal submission: 3 hard bound copies and 1 pdf on USB is required to be submitted. Please clarify if a sealed fee proposal is required for each copy of if a single fee proposal (sealed) accompanies the 3 hard copies and 1 electronic copy.
   a. One sealed fee proposal total along with the 3 bound copies of qualifications and electronic copy of qualifications.

3. Scope of Work: Paragraph 2 indicates that “the design intent is to meet Fundamental level of certification”. Please clarify if the intent is “to meet the Fundamental Commissioning level of certification (EA prerequisite #1)?”
   a. Correct, the Intent is to meet the prerequisite for EAp1 “Fundamental Commissioning and Verification” as necessary to achieve LEED Silver certification.

4. Scope of Work: Paragraph 2, 3rd sentence indicates that the commissioning agent provide documentation to support “these two” elements of LEED v4. Please clarify if there is information missing regarding a second requirement or provide clarity on which “two” requirements are being referred to.
   a. There is just one element related to Commissioning scope for LEED v4, for the prerequisite EAp1 “Fundamental commissioning and verification”

5. Scope of Work: Paragraph 3 indicates that “the commissioning process defined below exceeds the requirements of LEED v4 EA Prerequisite#1 and EA Credit #3”. We understand that systems not required by LEED have been added to the commissioning scope. The OPR
document in paragraph 7.3.b and in the BOD section V.b, both indicate that Enhanced Commissioning, EA Credit #3, is not being pursued. Please clarify what EA Credit #3 Opt(s)/Path(s), if any, are to be proposed on meeting/exceeding (Opt 1: Path 1 or Path 2, Opt 2).

a. Exceeding the LEED v4 rating system relates to meeting ASHRAE 90.1-2013 guidelines per State of Kansas requirements, which is beyond the LEED v4’s performance guidelines (ASHRAE 90.1-2010). This should reference EAc2 “Optimize Energy Performance” (to be met through Option 1 - Whole Building Energy Simulation) and not the metering credit (EAc3). EAc1 “Enhanced Commissioning” is not being pursued on this project.

6. Scope of Work – 3. Systems and Assemblies to be commissioned: Please clarify what level of commissioning is required and what equipment / systems are part of the “Communication and paging systems.”

a. No

7. Scope of Work – 3. Systems and Assemblies to be commissioned: Please clarify what “all systems” serving atrium includes (if not included in the others identified in the list).

a. No systems other smoke evacuation systems and mechanical services.

8. In the OPR document provided, section 8.1.c indicates Building Envelope in the systems to be commissioned. The Building Envelope is not listed in the RFQ section, Scope of Work – 3. Systems and Assemblies to be commissioned. Please clarify if any Building Envelope commissioning services are to be provided to meet LEED Credit #3 Option 2 requirement.

a. No

9. In the OPR document provided, section 9.4.a indicates the commissioning consultant shall meet with the O&M staff to “complete offseason test, optimize, and otherwise troubleshoot all commissioned systems.” Please clarify if this is to coincide with, or is addition to, the three seasonal tests and warranty test described in Section 1: Commissioning Process, Part C: Commissioning During the Occupancy and Operational Phases.

a. This shall coincide with the seasonal and warranty tests.

10. In Section 1: Commissioning Process, Part B: Commissioning during Construction and Acceptance Phases indicates the following: “The CA shall execute pre-functional checklists by documenting installation of equipment and systems as they are installed. The purpose of this process will be to document installation is per the contact documents as the work is installed, piped, ducted, etc. and not wait until all installation is complete. Performing only one review after installation is complete will not be adequate.” Please clarify if the intent is to have the CA complete the checklist. Typically, the CA develops the checklist and the contractor / subcontractor is responsible for completing/sign off that the equipment is ready for functional testing.

a. Contractor and subcontractor are responsible for completing and signing the checklist that equipment is ready for testing.

11. In Section 1: Commissioning Process, Part B: Commissioning During Construction and Acceptance Phases indicates the following: “Perform calibration testing of all utility metering systems, including electrical, water, natural, and chilled water BTU consumption. Provide documentation of the accuracy of reported utility usage.” Please clarify if the intent is to have the CA perform the calibration. Typically, the CA would verify the providing/installing contractor performs the specified calibration requirements and documentation of the calibration.

a. Contractor performs the calibrations with CA confirming activities are completed.

12. RFQ Terms & Conditions Revision April 2018 - Terms and Conditions: The Terms and Conditions are requiring the following bonding requirements; Bid Bond, Public Works Bond, and Performance Bond. Commissioning services are considered professional services and normally do not require bonding or builders risk insurance. Please clarify if these bonding and
builders risk requirements are to apply to the Woolsey Hall Commissioning professional services contract.

a. Bonding is not required for these services. The RFQ (Request for Quotation) Terms and Conditions Revision April 2018 are not part of this Request for Qualifications.

13. Will NEBB Commissioning certification be acceptable in place of ACG and BCA certification
   a. Yes

14. Mechanical Design Narrative has conflicting numbers on the amount of VAV air handling units required. The quantity in Design Development is as follows
   a. North Wing: 2 units
   b. South Wing: 1 Unit
   c. Supplemental DOAS units: two units North wing and one unit South wing.
   d. Auditorium: One Unit

15. Is Domestic Hot Water Boiler integrated into BAS?
   a. Yes

16. Will Heating Water Boilers be stand alone or have control through BAS integration or is this monitor only through BAS?
   a. Control and Monitor through BAS

17. What type of control is required for Emergency Generator in the BAS, or is this monitor only?
   a. Monitor Only

18. Electrical transfer switched will be monitor only in the BAS?
   a. Monitor Only

19. What renewable energy sources will be utilized in projects?
   a. None

20. Which low voltage system are being commissioned? I.E. Communication and paging systems include in voice systems, are data and CCTV systems to be commissioned?
   a. Data and CCTV.

21. Will domestic hot water include solar generation?
   a. No

22. Is Building Envelope System testing/commissioning required?
   a. No

23. AV systems are included in training requirements but not listed in commissioned systems in OPR or RFP, are AV systems to be commissioned?
   a. No

24. BOD includes Automated Logic instead of Sandifer Controls is this correct? Sandifer controls are utilized in existing buildings at WSU.
   a. Sandifer Controls is an installer, specifications will change to Schneider Electric
This Agreement for Commissioning Services (the “Agreement”) is made and entered into this _____ day of Month, Year, by and between Wichita State University (“Owner”) and Firm Name, Address of Firm, Federal I.D. No. Federal ID# (“Consultant”), which is authorized to do business in Kansas.

WITNESSETH:

WHEREAS, Owner solicited statements of qualifications for commissioning services for the project described on the Request for Qualifications and Proposals released by Owner on March 4, 2020 and all Project Information attached thereto (referred herein as the “Project Documents”); and

WHEREAS, based on Consultant’s interview, professional qualifications statement and related submissions, Owner has selected Consultant as the commissioning agent for the Project; and

WHEREAS, Owner and Consultant desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Consultant agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The parties agree the following definitions shall apply for purposes of this Agreement only:

1.1.1 Builder: Builder shall mean ____.

1.1.2 Consultant: Consultant shall mean ____.

1.1.3 Design Professional: Design Professional shall mean ____.

1.1.4 Owner: Owner shall mean ____.

ARTICLE 2. CONSULTANT’S RESPONSIBILITIES

2.1 Services. Consultant is being engaged to perform commissioning services on the Project to ensure that particular building systems are planned, designed, installed, tested, optimized and capable of being operated and maintained to perform in conformity with the Owner’s goals and requirements as expressed in the Project Documents and Exhibit A.

2.2 Scheduling of Services. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care. Consultant shall coordinate the Consultant’s services with the Owner, the Design Professional, and Builder constructing, the Project, and any other consultants providing services on the Project. The Consultant shall develop a schedule to perform its services based on the schedule for the Project. The Consultant shall perform its services in accordance with the schedule approved by Owner subject to changes in the overall construction
schedule for Project.

2.3 **Approval of Authorized Representative.** Consultant shall designate a representative authorized to act on the Consultant’s behalf, who shall be subject to Owner’s approval.

2.4 **Representations.** Consultant represents that it is thoroughly familiar with, and understands the requirements of, the Project and is experienced in commissioning. Consultant represents to Owner that Consultant has all necessary architectural and engineering education, skill, knowledge and experience required for the services being provided hereunder. In addition, Consultant represents that it has all licenses required by the State of Kansas to perform such services.

**ARTICLE 3. DESIGN PHASE SERVICES**

During the design phase of the Project, Consultant shall provide for the following services, with project-specific scopes, requirements, and modifications set forth in the *Project Documents*.

3.1 Review and comment on the Owner’s Facilities Program, the Design Professional’s Basis of Design (BOD) document, and all programming and design submittals including those produced prior to selection of the Consultant;

3.2 Develop and/or complete the formal “Owner’s Project Requirements” (OPR) document using the Owner’s template;

3.3 At each phase of design, review and comment on all narratives, reports, plans, specifications, and other deliverables related to the systems being commissioned for compliance with the standards set forth in the *Project Documents*; the industry standards for the facility type, coordination & constructability; and LEED certification set forth in the *Project Documents*;

3.4 Review of other work products of the Design Professional related to the systems being commissioned, including, but not limited to, the Measurement & Verification Plan, Energy Models, and Life Cycle Cost Analyses;

3.5 Make “value engineering” recommendations for improved functionality, efficiency, and/or cost savings (and review of such suggestions proposed by others);

3.6 Participate in design review/reconciliation conferences with the Owner and Design Professionals to clarify and resolve review comments;

3.7 Maintain OPR as required by ASHRAE Guideline 0-2005 (or latest version) throughout the design phase, including an updated version of OPR upon reconciliation of design review comments at each stage of design;

3.8 Produce the General Commissioning Requirements Specification, using the Owner’s template, for inclusion by the Design Professional in the 60% and 100% Construction Documents, tailoring the template as needed to the Project, the BOD and OPR;

3.9 Recommend long-term operation and maintenance strategies and requirements, to the
Owner;

3.10 Along with the Design Professional, develop and coordinate Building Automation System trend parameters to be included in the Construction Documents;

3.11 Coordinate and integrate commissioning activities into the Project construction schedule with the assistance of the Builder; and

3.12 Participate in the pre-bid and bidding processes to explain commissioning requirements.

ARTICLE 4. CONSTRUCTION AND ACCEPTANCE PHASE SERVICES

During the construction and acceptance phases, Consultant shall provide all services, with project-specific scopes, requirements, and modifications, as set forth in the Project Documents and Exhibit A.

ARTICLE 5. POST-OCCUPANCY PHASE SERVICES

During the post-occupancy phase of the Project, shall provide all services, with project-specific scopes, requirements, and modifications, as set forth in the Project Documents and Exhibit A.

ARTICLE 6. PAYMENT

6.1 Payments. The Owner agrees to pay the Consultant, as compensation for the Consultant's services, in the amount set forth on Exhibit A. Additional services, if required, shall be based on the rates set forth on Exhibit A.

6.2 Schedule for Payment. Consultant shall be paid based on the achievement of milestones, in accordance with the Project Documents and Exhibit A, attached hereto and incorporated herein by reference. Upon achievement of each milestone, Consultant shall submit an Application for Payment with appropriate back-up documentation. Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete Application for Payment. Applications for Payment shall be submitted in detail sufficient to allow a proper pre-audit and post-audit thereof.

6.3 Records. Accounting records of the Consultant and any sub-consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

6.4 Reimbursable Expenses. Costs for travel, reproduction, and other miscellaneous needs shall be included in the lump sum fee and shall not be directly reimbursed.

ARTICLE 7. TERMINATION

7.1 Termination/Default by Consultant. If the Consultant defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the
Owner may give written notice to the Consultant (i) terminating this Agreement effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Consultant initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Consultant fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Consultant of immediate termination. If the Owner terminates this Agreement pursuant to this section, and it is subsequently determined by a court of competent jurisdiction that the Consultant was not in default, then in such even said termination shall be deemed a termination for convenience as set forth in Section 7.3.

7.2 Termination/Default by Owner. If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the Consultant shall give written notice to the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure within seven (7) calendar days from the date of notice Consultant may give notice to the Owner of immediate termination.

7.3 Other Termination or Suspension by Owner. The Owner may at any time give written notice to the Consultant terminating this Agreement or suspending the Project, in whole or in part, for the Owner’s convenience and without cause. If the Owner terminates this Agreement or suspends the Project, the Consultant shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.

7.4 Payment After Termination/Suspension. If the Agreement is terminated by the Owner pursuant to Section 7.1, no further payment shall be made to the Consultant until completion of the Project. At such time, the Consultant’s compensation shall, at Owner’s option, be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Consultant’s compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Consultant. If the Agreement is (i) terminated by the Consultant pursuant to Section 7.2; (ii) terminated by the Owner pursuant to Section 7.3; or (iii) suspended more than ninety (90) days by the Owner pursuant to Section 7.3, the Consultant’s compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension.

ARTICLE 8. INDEMNITY

8.1 Consultant shall indemnify and hold Owner and its officers, employees and trustees harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys’ fees and expenses, in connection with Consultant's performance of this Agreement to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of Consultant or anyone for whose acts or omissions Consultant may be liable. This indemnification shall survive the expiration or earlier termination of this Agreement.
ARTICLE 9. MEDIATION OF DISPUTES

9.1 As a condition precedent to any party filing legal or equitable action for a claim arising out of or related to this Agreement, the parties must first submit any claim or dispute to the Architect or any other individual mutually agreed to by the parties, then to administrative review by the Vice President for Finance and Administration at Wichita State University. That administrative decision will not be subject to judicial review by the District Court of Sedgwick County, Kansas. Instead, the parties agree that any such claim or dispute that is otherwise not resolved shall be subject to litigation in Sedgwick County, Kansas District Court.

ARTICLE 10. OWNERSHIP OF DOCUMENTS

10.1 The plans, specifications and other documents prepared by the Consultant for this Project are instruments of the Consultant’s service for use solely with respect to this Project, except as may be expressly permitted herein.

ARTICLE 11. COPYRIGHTS AND LICENSES

11.1 Drawings, specifications, and other documents, including those in electronic form, prepared by Consultant and the Consultant’s consultants for this Project are Instruments of Service as such term is used in this Agreement. The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party has the right to transmit such information for its use on the Project.

11.2 The Consultant and the Consultant’s consultants (together the “design professionals”) shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. All Instruments of Service including, but not limited to, studies, schematics, drawings and specifications, are the exclusive and absolute property of the Owner, including all right, title and interest (including copyright) therein. To the extent the documents are copyrightable, the design professional’s services in producing these documents have been engaged and rendered on a work-for-hire basis for copyright purposes in favor of Owner, with the documents prepared by the design professional commissioned specifically for Owner for this Project, so that Owner owns the copyright therein. To the extent any of the documents are not copyrightable, the design professional hereby irrevocably assigns all right, title and interest in the documents to the Owner. In the event of termination of the services of this Agreement or the abandonment of all or any part of the Project, all Instruments of Service shall be delivered by the design professional to the Owner. Upon completion of its services, the design professional shall deliver to the Owner all Instruments of Service. If the Owner re-uses the documentation from this Project on a project other than the Project and the design professional has not been engaged for such work, then the design professional shall have no liability for any claims arising out of the re-use of said documentation on such other project. Re-use shall not be deemed to include use of the design professionals’ Instruments of Service as a basis for further developing the drawings and related documentation for the building(s) or other improvement(s) that are the subject of this Agreement or in connection with repairs, renovations or other modifications to any such building(s) or improvement(s). Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be
construed as publication in derogation of the reserved rights of the Owner.

11.3 The Owner grants to the Consultant a nonexclusive and assignable license to include photographic or artistic representations of the design of the Project among the Consultant’s promotional and professional materials. The Consultant’s materials shall not include the Owner’s confidential or proprietary information, the Owner’s name, logo, or any other marks (including, but not limited to, colors and music owned or associated with the Owner or any representative of the Owner) in any sales or promotion work or advertising or any form or publicity without the written consent of the Owner in each instance. Prior to first using the Owner’s materials in this manner, the Consultant shall review such material with the Owner and make such modifications and or deletions as are requested by the Owner in the interest of accuracy and to avoid disclosure of confidential or proprietary information. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service.

11.4 Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. The Consultant shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Owner.

11.5 Except as otherwise stated in this Article, the provisions of this Article shall survive the termination of this Agreement.

ARTICLE 12. INSURANCE

12.1 Insurance Certificates. Throughout the Project, Consultant shall carry insurance as prescribed herein at the Consultant's own expense. All insurance policies shall be with a company or companies lawfully authorized to do business in Kansas, and with an A.M. Best Rating of no less than A/XII. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents.

12.2 Professional Liability Insurance. Consultant shall carry blanket professional liability insurance with a coverage amount of One Million and No/100 Dollars ($1,000,000.00). The policy retroactive date will coincide with or precede the start of services being provided hereunder (including subsequent policies purchased as renewals or replacements).

12.3 General Liability, Automotive & Workers Compensation. Consultant shall carry policies covering General Liability One Million and No/100 Dollars ($1,000,000.00), Automotive Liability One Million and No/100 Dollars ($1,000,000.00), and Worker’s Compensation as required by Kansas law.

12.4 Notice of Expiration or Cancellation. Insurance policies shall require that the insurer shall provide at least thirty (30) calendar days written notice to Owner if a policy is to be canceled, modified, or the coverage thereunder reduced before the expiration date thereof. Consultant shall provide Owner with a copy of endorsement(s) to the policies evidencing the same.

12.5 Proof of Insurance. Consultant shall provide proof of insurance coverage within thirty (30) calendar days of the execution date of this Agreement and, thereafter, within thirty (30) calendar
ARTICLE 13. MISCELLANEOUS

13.1 **Campus and Facility Rules and Security.** While on Owner’s premises, Consultant and its contractors and representatives will adhere to Owner’s reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with Owner’s regular operations.

13.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of laws provisions and venue shall lie in the courts in Sedgwick County, Kansas.

13.3 **Successors & Assigns.** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Consultant shall not assign this Agreement without the written consent of Owner.

13.4 **Integrated Agreement.** This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

13.5 **No Third-Party Relationships.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

13.6 **Contingency Fees.** The Consultant represents and warrants that the Consultant has not employed or retained any entity or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the Consultant) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.7 **Factual Unit Costs.** Consultant certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums if the Owner determines such amounts were originally included due to inaccurate, incomplete, or non-current factual unit costs.

13.8 **Public Records.** This Agreement may be unilaterally canceled by the Owner if the Consultant or any sub-consultants refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Kansas Open Records Act, to the extent covered under such Act and which are made or received by the Consultant or its consultants in conjunction
with this Agreement.

13.9 **Appropriations.** The State of Kansas' performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and Kansas Board of Regents.

13.10 **Convicted Vendor List.** Consultant represents and warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. The Consultant further represents and warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of $15,000.00 in connection with this Project if such supplier, subcontractor or consultant is on the convicted vendor list for a public entity crime committed within the past thirty six (36) months.

13.11 **No Waiver.** Owner’s review or approval of any submittals by Consultant shall be solely for the purpose of determining whether the same are generally consistent with Owner’s requirements. No such review, inspection, or approval by Owner shall relieve Consultant of its responsibility for the performance of its obligations under this Agreement. Payment by Owner pursuant hereto shall not constitute a waiver of any of Owner’s rights under this Agreement or at law, and Consultant expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

13.12 **Exhibits.** All exhibits referenced herein are attached hereto and incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONSULTANT: WICHITA STATE UNIVERSITY

SIGNATURE

NAME

TITLE

DATE

SIGNATURE

NAME

TITLE

DATE
EXHIBIT A

ACCEPTED BID WITH NEGOTIATED REVISED TERMS

[TO BE ATTACHED]

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