TO: All Bidders

DATE: 9/9/2019

CLOSING DATE AND TIME: 9/19/2019 @ 2:00 PM

SUBJECT: B0001620  Addendum – Job Order Contracting

ADDITIONS TO RFP SPECIFICATIONS:

- The updated Certification Regarding Immigration Reform & Control form is attached. Please sign and submit with RFP.
- Attached is the contract template used for WSU Job Order Contracting construction contracts.
- With regards to NIAR buildings, Contractor may need access to premises that are subject to federal regulatory requirements that control products and/or services for export, including, but not limited to, the Export Administration Regulations (“EAR”) and the [International Traffic in Arms Regulations (“ITAR”), all Contractor employees and subcontractors who have access to the premises must, as required by law, regulation, executive order and/or government contract, must meet the requirement of, and show proof of, being a "U.S. Person" (U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C.1324b (a)(3)), or eligible to obtain U.S. government authorization for this position. All individuals with access to the premises must agree to comply with all security requirements as set forth in this contract.
- The pre-bid sign in sheet is attached.

NO. OF PAGES (including cover sheet): 8
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!
CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State’s option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person’s participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State’s request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor’s compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

____________________________________________   ______________________
Signature, Title of Contractor      date
Wichita State University
Construction Contract

This contract is made by and between Wichita State University, 1845 Fairmount Street, Wichita, Kansas 67260-0012, (hereinafter referred to as “University,”), a state of Kansas educational institution and _______________________ (hereinafter referred to as “Contractor.”)

In consideration of the individual and mutual promises of the parties hereinto set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Project. Contractor shall commence and complete the construction project described as follows:
   a. Project No. _______________
   b. Title/Description: __________________

   hereinafter called the “Project,” and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at the Contractor’s own cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete Project in accordance with the conditions and prices stated in the Contract Documents.

2. Completion Date. The Contractor agrees to meet the following completion date: Full Completion: _____ calendar days from date of written Notice to Proceed and agrees to pay liquidated damages in the amount of $_______ per day if the project is not completed as called for in the Specifications.

3. Compensation. University agrees to pay the sum of ___________________________($_________), in the manner set forth in the Contract Documents with final payment to be made only upon the Project’s successful completion, as determined by University.

4. Contract Documents. For the purpose of this Contract, the term “Contract Documents” shall include the following documents, the terms of which are specifically incorporated by reference into this Contract:
   a. Notice to Bidders
   b. Instruction to Bidders
   c. The Bid Form
   d. Contractor’s Performance Bond
   e. Contractor’s Public Works Bond to the State
   f. General Conditions of the Contract
   g. Supplemental General Conditions
   h. The Specifications
   i. Drawings, maps, plans, etc., prepared by the Architect/Engineer or the designee of the University’s Vice President for Administration and Finance
   j. Any duly executed addenda
   k. Any duly executed Contract Change Orders

   It is hereby agreed by the parties that the Contract Documents are intended to be complementary, so that any work that is included in one portion of the Contract Documents but is not included in another portion should be executed by the Contractor as though the work was described in both portions.

5. Subcontractors. The Contractor hereby agrees to use the services of the following subcontractors on this project, and that no change or substitution in the list of subcontractors may be made without the prior written approval of the University:
   a. Electrical subcontractor: ________________________
      (name) ______________________________________________________________________________
      (address) ______________________________________________________________________________

   b. Mechanical Subcontractor: ________________________
      (name) ______________________________________________________________________________
      (address) ______________________________________________________________________________
c. Additional subcontractors, if any, designated to perform any project alternates required by the Contract Documents which are listed in the Bid Proposal, or which may be substituted for subcontractors listed in (a) or (b) above:

(name) _______________________________________________________________________________
(address) ______________________________________________________________________________
(project description) _____________________________________________________________________

(name) _______________________________________________________________________________
(address) ______________________________________________________________________________
(project description) _____________________________________________________________________

6. Governing Law. This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.

7. Compliance with state laws prohibiting discrimination. The Contractor agrees:
   a. to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and not to discriminate against any person who performs work hereunder, because of race, religion, color, sex, disability, national origin or ancestry, or age;
   b. to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer” or a similar phrase that is approved by the Kansas Human Rights Commission;
   c. to comply with reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116;
   d. that a failure to comply with the reporting requirements of (c) above, or if the contractor (or any subcontractor) is found by the Kansas Human Rights Commission to have violated K.S.A. 44-1001 et seq. or K.S.A. 44-1111 et seq., such failure or finding shall constitute a breach of the contract and the contract may be cancelled, terminated or suspended in whole or in part by the University;
   e. to include the provisions set forth in (a)-(d) above in every subcontract or purchase order so that such terms are binding upon such subcontractor or vendor; and
   f. that subsections (a) through (e) of this section are not applicable to a Contractor, or any subcontractor or vendor, who employs fewer than four employees or whose contract with the University totals less than $5,000 during the fiscal year.
   g. Sexual Harassment and Retaliation Prohibited. In accordance with Kansas Executive Order 18-04, Wichita State University has policies prohibiting sexual harassment, discrimination, and retaliation. These policies provide for confidentiality and anonymous reporting. To view these policies or to make a report of sexual harassment, discrimination, or retaliation, please visit http://webs.wichita.edu/inaudit/tablepp.htm.

8. Acceptance of Contract. This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been rendered, and until funds for the contract have been encumbered.

9. Arbitration, Damages, Warranties. No interpretation of this contract shall be allowed to find that University has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or permit disclaimer of any or all warranties. Further, University does not agree to pay attorney fees or late payment charges.

10. Termination Due to Lack of Funding Appropriation. If appropriated funds are withdrawn from the project through legislative action and sufficient funds are not available to continue the function performed in this agreement or pay for the charges hereunder, the University may terminate this agreement. The University agrees to give written notice of termination to the Contractor at least 30 days in advance of termination. The University will pay to the Contractor all regular contractual payments due for work incurred prior to termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the University.

11. Notices: Any notices provided pursuant to the terms of this agreement shall be in writing and delivered by first class United States mail to the following representatives of the parties at the addresses provided above:
   a. For the University: __________Kim Sowell, Assistant Director of Purchasing_____________________________
   b. For the Contractor: ___________________________________________________________________________

12. Disclaimer of Liability. University shall not hold harmless or indemnify any contractor for any liability whatsoever.
13. Representative’s Authority to Contract. By signing this document, the representatives of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this document on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

14. Terms Herein Controlling Provisions. It is expressly agreed that the terms of each and every provision in this contract shall prevail and control over the terms of any other conflicting provision in any other document relating to this agreement.

15. Successors in interest. The Contractor binds itself, its partners, heirs, executors, successors, assigns and legal representatives to all covenants of this agreement.

16. Assignment. The Contractor shall not assign or transfer any interest in this agreement without the written consent of the University.

17. Third-party beneficiaries. This contract is for the benefit of the University and Contractor only, and is not intended to benefit any third-parties.

18. Modification. This contract may be modified only upon written agreement of the parties hereto.

Upon receipt of all executed copies of this contract, and the submittal of the required bonds and insurance certificates, the University’s Office of Purchasing will assemble this Contract, certificates, and Contract Documents, which shall be retained in the Office of Purchasing. A fully executed copy of this agreement will be furnished to Contractor upon request.

IN WITNESS WHEREOF, the parties have executed this Contract and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, with the later date to be the effective date of this agreement.

WICHITA STATE UNIVERSITY

BY: _________________________________

Printed Name: _____________________________

Title: _________________________________

Date: _________________________________

Company Name: ____________________

FEIN: _________________________________

BY: _________________________________

Printed name: _____________________________

Title: _________________________________

Date: _________________________________
**B0001620**

*(Job Order Contracting)*

Pre-Bid Meeting: Mandatory  
*Date:* Wednesday, August 21, 2019 at 2:00 pm  
*Place:* RSC Room 301

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim Sowell</td>
<td>Wichita State University</td>
<td>316-978-3784</td>
<td><a href="mailto:kim.sowell@wichita.edu">kim.sowell@wichita.edu</a></td>
</tr>
<tr>
<td>Tyler Stevenson</td>
<td>Pearson Construction</td>
<td>(316) 263-3100</td>
<td><a href="mailto:tyleres@pearsonconstructionlc.com">tyleres@pearsonconstructionlc.com</a></td>
</tr>
<tr>
<td>Kirk Hovis</td>
<td>Pearson Construction</td>
<td>316-263-3100</td>
<td><a href="mailto:khowis@pearsonconstructionlc.com">khowis@pearsonconstructionlc.com</a></td>
</tr>
<tr>
<td>Mark Farmer</td>
<td>Van Andel Construction</td>
<td>316-266-0222</td>
<td><a href="mailto:vaandelconst@gmail.com">vaandelconst@gmail.com</a></td>
</tr>
<tr>
<td>Kelly Danahy</td>
<td>Downlinder</td>
<td>316-644-6930</td>
<td><a href="mailto:kdanahy@downlinderconst.com">kdanahy@downlinderconst.com</a></td>
</tr>
<tr>
<td>Andre Clanton</td>
<td>MJ Cousins</td>
<td>(406) 924-9495</td>
<td><a href="mailto:johnpetit5jr@qol.com">johnpetit5jr@qol.com</a></td>
</tr>
<tr>
<td>Katie Buresh</td>
<td>Conco Inc.</td>
<td>(316) 943-7111</td>
<td><a href="mailto:katie@concoconstruction.com">katie@concoconstruction.com</a></td>
</tr>
<tr>
<td>Blake Blasi</td>
<td>Cornerstone &amp; Sons</td>
<td>(316) 613-5114</td>
<td><a href="mailto:blake.blasi@cornerstonecorp.com">blake.blasi@cornerstonecorp.com</a></td>
</tr>
<tr>
<td>Edson Beyer</td>
<td>WSU</td>
<td>316 779-4111</td>
<td><a href="mailto:eason.beyer@wichita.edu">eason.beyer@wichita.edu</a></td>
</tr>
<tr>
<td>Clayton Dicken</td>
<td>Major Concrete</td>
<td>316 266-7820</td>
<td><a href="mailto:clayd@majorconcrete.com">clayd@majorconcrete.com</a></td>
</tr>
</tbody>
</table>
# B0001620

*(Job Order Contracting)*

**Pre-Bid Meeting: Mandatory**  
**Date:** Wednesday, August 21, 2019 at 2:00 pm  
**Place:** RSC Room 301

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim Sowell</td>
<td>Wichita State University</td>
<td>316-978-3784</td>
<td><a href="mailto:kim.sowell@wichita.edu">kim.sowell@wichita.edu</a></td>
</tr>
<tr>
<td>Chad Pollet</td>
<td>Restoration + Waterproofing</td>
<td>316-253-8526</td>
<td><a href="mailto:Chad@restoration-waterproof.com">Chad@restoration-waterproof.com</a></td>
</tr>
<tr>
<td>Tony Simonian</td>
<td>Restoration + Waterproofing</td>
<td>316-942-6602</td>
<td><a href="mailto:Tony@restoration-waterproof.com">Tony@restoration-waterproof.com</a></td>
</tr>
<tr>
<td>DD McLeanney</td>
<td>Crossland Construction</td>
<td>620-270-2882</td>
<td><a href="mailto:DMcLeanney@Crossland.com">DMcLeanney@Crossland.com</a></td>
</tr>
<tr>
<td>GREG Anderson</td>
<td>Dondlinger Construction</td>
<td>316-945-0555</td>
<td><a href="mailto:Gdonderson@dondlingerconst.com">Gdonderson@dondlingerconst.com</a></td>
</tr>
<tr>
<td>Nick Coats</td>
<td>Mahoney Roofing</td>
<td>316-265-4760</td>
<td><a href="mailto:nick@mahaneygroup.com">nick@mahaneygroup.com</a></td>
</tr>
<tr>
<td>Kevin Routon</td>
<td>Buckley Roofing</td>
<td>316-838-9321</td>
<td><a href="mailto:KRouton@buckleyroofing.com">KRouton@buckleyroofing.com</a></td>
</tr>
<tr>
<td>Ron Barkley</td>
<td>Barkley Construction</td>
<td>316-945-6800</td>
<td><a href="mailto:Barkley.concrete@gmail.com">Barkley.concrete@gmail.com</a></td>
</tr>
<tr>
<td>Emily Patterson</td>
<td>Wichita State Facilities Planning</td>
<td>316-978-3030</td>
<td><a href="mailto:Emily.patterson@wichita.edu">Emily.patterson@wichita.edu</a></td>
</tr>
<tr>
<td>Steve White</td>
<td>WSU, Purchasing</td>
<td>316-978-3783</td>
<td><a href="mailto:steven.white@wichita.edu">steven.white@wichita.edu</a></td>
</tr>
<tr>
<td>Kevin Young</td>
<td>WSU</td>
<td>316-772-3198</td>
<td><a href="mailto:Kevin.young@wichita.edu">Kevin.young@wichita.edu</a></td>
</tr>
<tr>
<td>Dave Stauff</td>
<td>WSU</td>
<td>3106</td>
<td></td>
</tr>
<tr>
<td>Richard Ashford</td>
<td>Bawer &amp; Son</td>
<td>683-1492</td>
<td>RashfordBSCConstruction</td>
</tr>
</tbody>
</table>
B0001620

(Job Order Contracting)

Pre-Bid Meeting: Mandatory
Date: Wednesday, August 21, 2019 at 2:00 pm
Place: RSC Room 301

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim Sowell</td>
<td>Wichita State University</td>
<td>316-978-3784</td>
<td><a href="mailto:kim.sowell@wichita.edu">kim.sowell@wichita.edu</a></td>
</tr>
<tr>
<td>Daniel Plake</td>
<td>APAC</td>
<td>316-524-5200</td>
<td><a href="mailto:daniel.plake@apac.com">daniel.plake@apac.com</a></td>
</tr>
<tr>
<td>Warren Way</td>
<td>Harman Huffman Const. Group</td>
<td>316-746-2081</td>
<td><a href="mailto:warren@harmanhuffman.com">warren@harmanhuffman.com</a></td>
</tr>
<tr>
<td>Patrick Leaton</td>
<td>Commerce Const.</td>
<td>516-262-6654</td>
<td><a href="mailto:patleaton@ccswichita.com">patleaton@ccswichita.com</a></td>
</tr>
<tr>
<td>Travis DeForest</td>
<td>Commerce Construction Services Inc.</td>
<td>316-266-6654</td>
<td><a href="mailto:travis@ccswichita.com">travis@ccswichita.com</a></td>
</tr>
<tr>
<td>Brian Truskett</td>
<td>EBY Construction</td>
<td>316-268-3548</td>
<td><a href="mailto:btruskett@ebyeorp.com">btruskett@ebyeorp.com</a></td>
</tr>
<tr>
<td>Clint Womblorfe</td>
<td>MID-CONTINENTAL RESTORATION</td>
<td>620-215-3824</td>
<td><a href="mailto:clint_womblorfe@midcontinental.com">clint_womblorfe@midcontinental.com</a></td>
</tr>
<tr>
<td>Eddie Pennington</td>
<td>Key Construction</td>
<td>316-761-2178</td>
<td><a href="mailto:epennington@keyconstruction.com">epennington@keyconstruction.com</a></td>
</tr>
<tr>
<td>Scott Casebolt</td>
<td>Key Construction</td>
<td>316-265-9515</td>
<td><a href="mailto:kcas508000@kodiakconstruction.com">kcas508000@kodiakconstruction.com</a></td>
</tr>
</tbody>
</table>