

KANSAS STATE UNIVERSITY
PURCHASING OFFICE
21 ANDERSON HALL
MANHATTAN, KS 66506
PHONE 785-532-6214 FAX 785-532-5577

CONTRACT SIGNATURE SHEET

Date: 02/15/11
CONTRACT NO.: 40235
Replaces Contract No.: N/A

Procurement Officer: Cathy Oehm
Phone: 785-532-1859
E-mail: cathyo@k-state.edu

Item: Lawn & Landscape Maintenance, Snow Removal & De-Icing Services
Primary Using Department: Kansas State University – Advanced Manufacturing Institute
Period of Contract: 02/15/2011 through 1/31/2016

Contractor Information: Rothwell Landscape, Inc.
P.O. Box 1131
1607 Fair Lane
Manhattan, KS 66502
CONTACT: Steven Gray
Phone: 785-539-1799; FAX: 785-539-1794; E-mail: steve@rothwelllandscape.com

Prices: as bid on KSU – IFB #40235
Payment Terms: Net 30

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to State of Kansas Division of Purchases in response to above referenced contract/quote number.
2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish products or services for the period noted above on orders of the Department(s) at the price or prices contained in the bid. Department(s) agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to the Department(s). Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of the University.
4. It is understood and agreed that the provisions set out in the K-State Purchasing Office bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, department order forms or any other documents of the Contractor.
5. The provisions found in Contractual Provisions Attachment, is incorporated and made a part of this contract by reference.
6. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with the Department that placed the order.

ROTHWELL LANDSCAPE, INC.

By:  _____

Printed Name: STEVEN W. GRAY

Title: LANDSCAPE MAINTENANCE MGR.

KANSAS STATE UNIVERSITY

By:  _____

CARLA BISHOP

DIRECTOR OF PURCHASING

IFB # 40235
 ROTHWELL LANDSCAPE, INC.

BID FORM
 (Revised)

Lawn & Landscape Maintenance

Service	Rate	Frequency	Service Total
Mowing	\$ 120 ⁰⁰ /per mow	As required to meets specs	\$ ^{ESTIMATED 30K} 3,600
Fertilization	\$ 330 ⁰⁰ /per app.	5 times per year	\$ 1,650 ⁰⁰
Pruning	\$ 200 ⁰⁰ /per time	Est. 2 times	\$ 400 ⁰⁰
Weed, Pest & Insect Control	Include in the monthly mowing rate.		
Leaf Cleanup	\$ 120 ⁰⁰ /per time	2 times (Late Fall & Early Spring)	\$ 240 ⁰⁰
Sub-total Services		(A)	\$ 5,890 ⁰⁰

Snow Removal & De-Icing Service

PUSHING

Service	Rate	Service Total
Snow ^{PUSHING} Removal - Sidewalk	\$ 65 ⁰⁰ /hr	\$ DEPENDENT ON SNOWFALL
Snow ^{PUSHING} Removal - Parking Lot & Driveways	\$ 100 ⁰⁰ /hr	\$ DEPENDENT ON SNOWFALL
De-Icing Product & Application - Sidewalk	\$.65 /LB \$ 65 ⁰⁰ /hr	\$ DEPENDENT ON WEATHER
De-Icing Product & Application - Parking Lot & Driveways	\$.65 /LB \$ 65 ⁰⁰ /hr	\$ DEPENDENT ON WEATHER
Sub-total Services	(B)	\$ DEPENDENT ON WEATHER

Lawn & Landscape Maintenance and Snow Removal & De-Icing Services

Service	Service Total
Lawn & Landscape Sub-Total (A)	\$ 5,890 ⁰⁰
Snow & De-Icing Sub-Total (B)	\$ DEPENDENT ON WEATHER
TOTAL for SERVICES	\$

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the day of _____, 20_____.

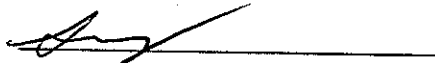
1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** 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 the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Closing Date: 01/28/2011Item: Lawn & Landscape Maintenance, Snow Removal & De-icing ServicesDepartment: K-State - Advanced Manufacturing InstituteSIGNATURE SHEET

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies.

LEGAL NAME OF PERSON, FIRM OR CORPORATION Rothwell Landscape, Inc.TELEPHONE (TOLL FREE) NUMBER (785)539-1799 FAX NUMBER (785)539-1794ADDRESS P.O. Box 1131 1607 Fair LnCITY & STATE Manhattan, KS ZIP CODE 66502FEIN NUMBER 004-481223284F-01

SIGNATURE

TYPED NAME OF SIGNATURE Steven W. GrayTITLE Landscape Maintenance ManagerDATE 1-26-2011

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

ADDRESS P.O. Box 1131CITY & STATE Manhattan, KS ZIP CODE 66505TELEPHONE (TOLL FREE) NUMBER (785)539-1799 FAX NUMBER (785)539-1794E-MAIL steve@rothwelllandscape.com