

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

CONTRACT SIGNATURE SHEET

Date: 3/8/2012  
CONTRACT NO.: 40291  
Replaces Contract No.: NA

Procurement Officer: Chris Dekat, CPPB  
Phone: 785-532-6214  
E-Mail: cidekat@k-state.edu

Item: OnCall – Forester Services  
Primary Using Department: Kansas State University – Kansas Forest Service  
Period of Contract: 3/1/2012 through 2/28/2015 with 2 one year renewal options

Contractor Information: Custom Forestry Applications  
2284 250<sup>th</sup> St.  
Robinson, KS 66532  
CONTACT: Luke Terry  
Phone: 785-547-7777; FAX: NA; e-mail: nek.forestry@hotmail.com

Prices: as bid on IFB 40291  
Payment Terms: N30  
Shipping Information: Dest, Ppd & Allowed

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion bid documents, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing 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.

Contractor: Custom Forestry Applications

By: 

Printed Name: Luke Terry

Title: Owner

KANSAS STATE UNIVERSITY

By: 

CARLA BISHOP

DIRECTOR OF PURCHASING

**COST PROPOSAL**

Practice code	Description	Unit	Cost – Delaware River Area	Cost – Cottonwood River Area
315	Herbaceous Weed Control			
	Tree Estab. – Banding Herbicide or Spot	Acre	\$ 220.00	\$ NA
	Tree Estab. – Broadcast Selective Herbicide	Acre	\$ 225.00	\$ NA
	Mowing	Acre	\$ 73.00	\$ NA
391	Riparian Forest Buffer			
	Bareroot Seedling Planting	Each	\$ 1.99	\$ NA
	Bareroot Seedling Planting w/Tree Shelter	Each	\$ 8.00	\$ NA
	Container Seedling Planting	Each	\$ 3.45	\$ NA
	Container Seedling Planting w/Tree Shelter	Each	\$ 9.45	\$ NA
	Direct Seeding	Acre	\$ 1,620.00	\$ NA
490	Tree/Shrub Site Preparation			
	Heavy – Use when reforesting more than 50% of the forest stand	Acre	\$ 975.00	\$ NA
	Medium – Use when reforesting less than 50% of the forest stand	Acre	\$ 525.00	\$ NA
	Light – chemical	Acre	\$ 215.00	\$ NA
	Light – tillage	Acre	\$ 250.00	\$ NA
612	Tree/Shrub Establishment			
	Bareroot Seedling Planting	Each	\$ 1.99	\$ NA
	Bareroot Seedling Planting w/Tree Shelter	Each	\$ 8.00	\$ NA
	Container Seedling Planting	Each	\$ 3.45	\$ NA
	Container Seedling Planting w/Tree Shelter	Each	\$ 9.45	\$ NA
	Direct Seeding	Acre	\$ 1,620.00	\$ NA
	RPM Trees (>24 inches, cons. grade #3)	Each	\$ 20.50	\$ NA
342	Native Grass Seeding (Critical Area) 50% EQUIP	Acre	\$ 150.00	\$ NA

Vendors shall state any other applicable charges/rates per unit, hourly rate, etc;

1. Mileage charge of \$.51 per mile will also be included to all invoices. Mileage will start from my home residence of 2284 250<sup>th</sup> Street Robinson, KS 66532 to the project site- round trip. As a contractor, my goal is to accomplish as much work as possible on a given day and not make unnecessary trips to the project site.
2. Herbaceous weed control is based on using Pendulum, Fusilade Transline and Roundup. If the project scope calls for other herbicides, then the price may vary.
3. RPM Trees- Price is based on each unit costing \$9.95 with shipping at \$1.50 per unit. If the project scope specifies a tree of greater, then the price is subject to change.

Payment Terms: Check payable to Custom Forestry Applications within 30 days of receiving an invoice.

#### Customer References

1. See proposal: pages 4-6
2. See proposal: pages 4-6
3. See proposal: pages 4-6

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**CONTRACT SIGNATURE SHEET**

Date: 3/8/2012  
CONTRACT NO.: 40291  
Replaces Contract No.: NA

Procurement Officer: Chris Dekat, CPPB  
Phone: 785-532-6214  
E-Mail: cidekat@k-state.edu

Item: OnCall – Forester Services  
Primary Using Department: Kansas State University – Kansas Forest Service  
Period of Contract: 3/1/2012 through 2/28/2015 with 2 one year renewal options

Contractor Information: Watershed Institute, Inc.  
1200 Executive Dr.  
Topeka, KS 66615  
CONTACT: Brock Emmert  
Phone: 785-228-3147; FAX: 785-272-7349; e-mail: brock@watershedinstitute.biz

Prices: as bid on IFB 40291  
Payment Terms: N30  
Shipping Information: Dest, Ppd & Allowed

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion bid documents, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing in response to above referenced contract/quote number.
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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.
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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.

Contractor: Watershed Institute Inc.

By: Brock Emmert

Printed Name: Brock Emmert

Title: President

KANSAS STATE UNIVERSITY

By: Carla K Bishop  
CARLA BISHOP  
DIRECTOR OF PURCHASING

**COST PROPOSAL**

<b>Practice code</b>	<b>Description</b>	<b>Unit</b>	<b>Cost - Delaware River Area</b>	<b>Cost - Cottonwood River Area</b>
315	Herbaceous Weed Control			
	Tree Estab.-Banding Herbicide or Spot	Acre	\$ 175.00	\$ -
	Tree Estab.-Broadcast Selective Herbicide	Acre	\$ 175.00	\$ -
	Mowing	Acre	\$ 50.00	\$ -
391	Riparian Forest Buffer			
	Bareroot Seedling Planting	Each	\$ 3.00	\$ -
	Bareroot Seedling Planting w/Tree Shelter	Each	\$ 10.00	\$ -
	Container Seedling Planting	Each	\$ 3.50	\$ -
	Container Seedling Planting w/Tree Shelter	Each	\$ 10.25	\$ -
	Direct Seeding	Acre	\$ -	\$ -
490	Tree/Shrub Site Preparation			
	Heavy - Use when reforesting more than 50% of the forest stand	Acre	\$ -	\$ -
	Medium - Use when reforesting less than 50% of the forest stand	Acre	\$ -	\$ -
	Light - chemical	Acre	\$ 175.00	\$ -
	Light - tillage	Acre	\$ 50.00	\$ -
612	Tree/Shrub Establishment			
	Bareroot Seedling Planting	Each	\$ 3.00	\$ -
	Bareroot Seedling Planting w/ Tree Shelter	Each	\$ 10.00	\$ -
	Container Seedling Planting	Each	\$ 3.50	\$ -
	Container Seedling Planting w/ Tree Shelter	Each	\$ 10.50	\$ -
	Direct Seeding	Each	\$ -	\$ -
	RPM Trees (>24 inches, cons. grade #3)	Acre	\$ 20.00	\$ -
342	Native Grass Seeding (Critical Area) 50% EQIP	Acre	\$ 181.00	\$ -

Venders shall state any other applicable charges / rates per unit, hourly rate, etc.;

1. Tractor Mobilization: \$650.00 per mobilization
2. John Deere 625i Gator Mobilization: \$235.00 per mobilization
3. John Deere 625i Gator Rate (Per Day): \$200.00
4. Tractor Rate (Per Day): \$400.00  
6-Foot Mower, 6-Foot Disc, Two Bottom Plow, and Rotary Tiller Implement
5. Rate (Per Day Per Implement): \$50.00
6. Tree Planter Mobilization: \$360.00 per mobilization
7. Routine Site Check (Per Site): \$320.00
8. T-Post w/PVC sleeve (per unit installed): \$11.25

Payment

Terms: \_\_\_\_\_

#### CUSTOMER REFERENCES

- 1.) Roger Cottrell – Landowner along Big Blue River  
856 Navajo Road  
Marysville, KS 66508  
(785) 562-7036 (Mobile)
- 2.) Richard Bryan – Landowner along Big Blue River  
1672 Geneva Circle  
Longmont, CO 80503  
(303) 775-2161 (Mobile)
- 3.) City of Horton, Kansas  
Tim Lentz-Mayor  
P.O. Box 30  
Horton, KS 66439  
(785) 548-5028 (Mobile)

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**CONTRACT SIGNATURE SHEET**

Date: 3/8/2012  
CONTRACT NO.: 40291  
Replaces Contract No.: NA

Procurement Officer: Chris Dekat, CPPB  
Phone: 785-532-6214  
E-Mail: cidekat@k-state.edu

Item: On Call – Forester Services  
Primary Using Department: Kansas State University – Kansas Forest Service  
Period of Contract: 3/1/2012 through 2/28/2015 with 2 one year renewal options

Contractor Information: Wildhorse Riverworks, Inc.  
11821 NW 13<sup>th</sup> St.  
Topeka, KS 66615  
CONTACT: Philip Balch  
Phone: 785-478-4886; FAX: NA; e-mail: riverworker@yahoo.com

Prices: as bid on IFB 40291  
Payment Terms: N30  
Shipping Information: Dest, Ppd & Allowed

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion bid documents, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing in response to above referenced contract/quote number.
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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.

Contractor: Wildhorse Riverworks, Inc.

By: 

Printed Name: Philip G. Balch

Title: President

KANSAS STATE UNIVERSITY

By: 

CARLA BISHOP

DIRECTOR OF PURCHASING

**COST PROPOSAL**

<b>Practice Code</b>	<b>Description</b>	<b>Unit</b>	<b>Cost – Delaware River Area</b>	<b>Cost - Cottonwood River Area</b>
315	Herbaceous Weed Control			
	Tree Estab. – Banding Herbicide	Acre	\$ <u>250.00</u>	\$ <u>250.00</u>
	or Spot	Acre	\$ <u>200.00</u>	\$ <u>200.00</u>
	Tree Estab. – Broadcast Selective Herbicide	Acre	\$ <u>350.00</u>	\$ <u>350.00</u>
	Mowing	Acre	\$ <u>150.00</u>	\$ <u>150.00</u>
391	Riparian Forest Buffer			
	Bareroot Seedling Planting	Each	\$ <u>2.25</u>	\$ <u>2.25</u>
	Bareroot Seedling Planting w/ Tree Shelter	Each	\$ <u>7.75</u>	\$ <u>7.75</u>
	Container Seedling Planting	Each	\$ <u>3.75</u>	\$ <u>3.75</u>
	Container Seedling Planting w/Tree Shelter	Each	\$ <u>9.25</u>	\$ <u>9.25</u>
	Direct Seeding	Acre	\$ <u>355.00</u>	\$ <u>355.00</u>
490	Tree/Shrub Site Preparation			
	Heavy – Use when reforeoresting More than 50% of the forest stand	Acre	\$ <u>200.00</u>	\$ <u>200.00</u>
	Medium – Use when reforeoresting Less than 50% of the forest stand	Acre	\$ <u>175.00</u>	\$ <u>175.00</u>
	Light – Chemical	Acre	\$ <u>155.00</u>	\$ <u>155.00</u>
	Light – tillage	Acre	\$ <u>175.00</u>	\$ <u>175.00</u>
612	Tree/Shrub Establishment			
	Bareroot Seedling Planting	Each	\$ <u>2.25</u>	\$ <u>2.25</u>
	Bareroot Seedling Planting w/ Tree Shelter	Each	\$ <u>7.75</u>	\$ <u>7.75</u>
	Container Seedling Planting	Each	\$ <u>3.75</u>	\$ <u>3.75</u>
	Container Seedling Planting w/Tree Shelter	Each	\$ <u>9.25</u>	\$ <u>9.25</u>
	Direct Seeding	Acre	\$ <u>355.00</u>	\$ <u>355.00</u>
	RPM Trees (>24 inches, cons. Grade #3)	Each	\$ <u>16.50</u>	\$ <u>16.50</u>
342	Native Grass Seeding (Critical Area) %50 EQIP	Acre	\$ <u>490.00</u>	\$ <u>490.00</u>



Vendors shall state any other applicable charges / rates per unit, hourly rate, etc.

1	Pickup mileage	\$ <u>0.555 per mile</u>
2	2 Ton Truck Mileage	\$ <u>1.75 per mile</u>
3	Steel Tee Post / PVC Sleeves	\$ <u>12.00 each unit</u>

**Herbicide application costs are highly variable depending on the herbicide used and application rates.**

**The cost for direct tree and native grass seeding are also highly variable. A firm cost will be dependant on specified seed mixtures and rates.**

Payment Terms: Net 30 days from invoice. Currently no P Cards are accepted, but that may be a possibility in the future.

### **CUSTOMER REFERENCES**

See attached references Page

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Date: 3/8/2012  
CONTRACT NO.: 40291  
Replaces Contract No.: NA

Procurement Officer: Chris Dekat, CPPB  
Phone: 785-532-6214  
E-Mail: cidekat@k-state.edu

Item: OnCall - Forester Services  
Primary Using Department: Kansas State University Kansas Forest Service  
Period of Contract: 3/1/2012 through 2/28/2015 with 2 one year renewal options

Contractor Information: Lawn Pride  
1101 Jackrabbit Rd.  
Horton, KS 66439  
CONTACT: Shelby Rice  
Phone: 785-741-1190; FAX: 785-486-3550; e-mail: shelbyrice@yahoo.com

Prices: as bid on IFB 40291  
Payment Terms: N30  
Shipping Information: Dest, Ppd & Allowed

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion bid documents, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing in response to above referenced contract/quote number.
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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.

Contractor: Lawn Pride

By: Shelby Rice

Printed Name: Shelby Rice

Title: Owner

KANSAS STATE UNIVERSITY

By: Carla K Bishop

CARLA BISHOP

DIRECTOR OF PURCHASING

cd

RFP #40291

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**COST PROPOSAL**

<b>Practice code</b>	<b>Description</b>	<b>Unit</b>	<b>Cost - Delaware River Area</b>	<b>Cost - Cottonwood River Area</b>
315	Herbaceous Weed Control			
	Tree Estab. - Banding Herbicide or Spot	Acre	\$ <u>235.00</u>	\$ _____
	Tree Estab. - Broadcast Selective Herbicide	Acre	\$ <u>225.00</u>	\$ _____
	Mowing	Acre	\$ <u>180.00</u>	\$ _____
391	Riparian Forest Buffer			
	Bareroot Seedling Planting	Each	\$ <u>2.43</u>	\$ _____
	Bareroot Seedling Planting w/Tree Shelter	Each	\$ <u>7.98</u>	\$ _____
	Container Seedling Planting	Each	\$ <u>3.80</u>	\$ _____
	Container Seedling Planting w/Tree Shelter	Each	\$ <u>9.35</u>	\$ _____
	Direct Seeding	Acre	\$ <u>2,100.00</u>	\$ _____
490	Tree/Shrub Site Preparation			
	Heavy - Use when reforesting more than 50% of the forest stand	Acre	\$ <u>390.00</u>	\$ _____
	Medium - Use when reforesting less than 50% of the forest stand	Acre	\$ <u>250.00</u>	\$ _____
	Light - chemical	Acre	\$ <u>165.00</u>	\$ _____
	Light - tillage	Acre	\$ <u>200.00</u>	\$ _____
612	Tree/Shrub Establishment			
	Bareroot Seedling Planting	Each	\$ <u>2.43</u>	\$ _____
	Bareroot Seedling Planting w/ Tree Shelter	Each	\$ <u>7.98</u>	\$ _____
	Container Seedling Planting	Each	\$ <u>3.80</u>	\$ _____
	Container Seedling Planting w/ Tree Shelter	Each	\$ <u>9.35</u>	\$ _____
	Direct Seeding	Acre	\$ <u>2,100.00</u>	\$ _____
	RPM Trees (>24 inches, cons. grade //3)	Each	\$ <u>6.80</u>	\$ _____
342	Native Grass Seeding (Critical Area) 50% EQUIP	Acre	\$ <u>390.00</u>	\$ _____

Vendors shall state any other applicable charges / rates per unit, hourly rate, etc.;

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Payment Terms: 30 days

#### CUSTOMER REFERENCES

- 1.) Upper Black Vermillion Watershed Joint District No. 37  
P.O. Box 272 Centralia, KS 66415 785-857-3347 Attn. Denise  
Sites 4 & 215
- 2.) KDA Division of Conservation  
Contract # RW-TSP-2011-01  
Contract William Beck
- 3.) USDA, Natural Resources Conservation Service  
760 South Broadway Salina, Kansas 67401 785-823-4505  
Contract # 69-6215-0-8 Mitigation Planting 6+203  
69-6215-0-7 Site No. 4, Ferrell