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

CONTRACT SIGNATURE SHEET

Date: 12/22/2010
CONTRACT NO.: 40224
Replaces Contract No.: 08901

Procurement Officer: Chris Dekat, CPPB
Phone: 785-532-5469
E-Mail: clidekat@k-state.edu

Item: On Call Services – Stone Restoration, Cleaning, & Waterproofing
Primary Using Department: Kansas State University – Facilities
Period of Contract: 1/1/2011 through 12/31/2015

Contractor Information:
Restoration & Waterproofing Contractors Inc.
1416 W Auburn Rd
Topeka, KS 66615
CONTACT: Edward J. Parr
Phone: 785-478-9538; FAX: 785-478-9572; e-mail: edparr@rwctopeka.com

Prices: as bid on Division of Purchases IFB EVT 295
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 invoices(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: Restoration & Waterproofing Contractors Inc.

By: ________________________
Printed Name: Edward J. Parr
Title: Vice President

KANSAS STATE UNIVERSITY

By: ________________________
CARLA BISHOP
DIRECTOR OF PURCHASING
Kansas State University
Stone Restoration Water Proofing and Cleaning Service On Call

**Stone Restoration Water Proofing and Cleaning Services to include but not limited to the following:**
Professional stone restoration and or replacement of all types. Provide professional stone cleaning and water proofing methods. Professional joint replacement with caulking or motor joints.

List all Labor Rates applicable to your operations
Manager
On Site Supervisor (Forman)
Laborer
Clerical
Stone/Brick Mason
Caulking Joint Technician
Other Rates Applicable to your operations not listed above. (list below)

Mark Up on Materials Purchased
Percent to be added to materials purchased **25** for the project work.

Mark up on Subcontractors hired (if applicable to your operations)
Percent to be added to subcontractors hired by you. **25** for the project work.

We do have Davis Bacon Act Funded projects and all vendors would have to comply when required.

Equipment Rental (if applicable)
List any equipment available for rental and or would be billed for if service were rendered. List equipment with the following information (List all equipment charges applicable to your operations).

1. Min Rental Hours
2. Hourly Rate
3. Daily Rates
4. Weekly Rates

SEE ATTACHED
PRICING

All Prices below will include mileage to and from Kansas State University.

Labor rates

Manager                     $ 115.00
On Site Supervisor (Foreman) $  73.89
Laborer                     $  49.95
Clerical                    $  48.46
Operation
Mobilization Charge         $  750.00

Other

List other Labor rates that may apply.

Mark up on materials purchased

Percent to be added to materials purchased ______ 25% ______ for the project.

Equipment Rental (if applicable)

List any equipment available for rental and or would be billed for if service were rendered. List equipment with the following information.

1. Min. Rental Hours
2. Hourly Rate
3. Daily Rates
4. Weekly Rates

NOTE: This contract will be a multiple award contract. When a job is needed at KSU they may award jobs based on lowest unit costs as stated above or they may bid the project out to the previously selected contractors.

Equipment: List any equipment available for rental and/or would be billed for if service were rendered; give min. rental hours and hourly, daily, or weekly rates.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swing Stage</td>
<td>$115.76</td>
<td>$347.29</td>
<td>$1,041.86</td>
</tr>
<tr>
<td>Compressor</td>
<td>$115.76</td>
<td>$347.29</td>
<td>$1,041.86</td>
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<tr>
<td>Air Compressor</td>
<td>$88.20</td>
<td>$264.60</td>
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<td>Pressure washer</td>
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<td>60' Man Lift</td>
<td>$330.75</td>
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<td>$956.26</td>
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<tr>
<td>weekly $2,205.00 monthly</td>
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</tbody>
</table>

If the cost of the contractor's work exceeds $100,000, it will be necessary for the contractor to provide a public works bond.