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.: 40225
Replaces Contract No.: 08834

Item: On Call Services – Landscaping Services
Primary Using Department: Kansas State University – Facilities
Period of Contract: 1/1/2011 through 12/31/2015

Contractor Information:
Blueville Nursery Inc.
4539 Anderson Ave.
Manhattan, KS 66502
CONTACT: Loren Reiswig
Phone: 785-539-2671; FAX: 785-539-6911; e-mail: freiswig@bluevillenursery.com

Prices: as bid on Division of Purchases IFB: EVT 298
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.

By:   
Printed Name: Loren Reiswig
Title: Vice President

By: Carla Bishop
KANSAS STATE UNIVERSITY
DIRECTOR OF PURCHASING
CONTRACTOR: Blueville Nursery, Inc.
4539 Anderson Avenue
Manhattan, KS 66503
E-mail: Lreiswig@bluevillenursery.com
Telephone: (785) 539-2671
Fax: (785) 539-6911
FEIN: 48-0794800
Contact Person: Loren Reiswig

Kansas State University
Landscaping and Irrigation Services on Call

Landscaping and Irrigation to include, but not limited to, the following: Professionally
designed and installed landscaping, irrigation systems, retaining walls, fertilization programs,
landscape maintenance, and bulk mulch delivery for Commercial & Residential applications.

Labor Rates:
Manager: $42.00 per hour
On-Site Supervisor (Foreman): $37.00 per hour
Laborer: $32.00 per hour
Clerical: $37.00 per hour
Operator: $37.00 per hour
Design Fees: $60.00 per hour
Other Rates Applicable to operations not listed above.

Mark Up on Materials Purchased:
Percent to be added to materials purchased: 30% on hardgoods and 50% on plants for the project.

Mark Up on Subcontractors hired:
Percent to be added to subcontractors hired by you: 30% 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:
1. Minimum Rental Hours:
2. Hourly Rates
3. Daily Rates
4. Weekly Rates

Signature of Blueville Nursery, Inc. Representative: [Signature]
Date: 12-3-10