Date: 12/22/2010  
CONTRACT NO.: 40225  
Replaces Contract No.: 08854

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

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:
Howe Landscape Inc.
12780 Madison Rd.
Riley, KS 66531
CONTACT: Cory LeMay
Phone: 785-485-2877; FAX: 785-485-2038; e-mail: cory@howelandscapes.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.

Contractor: Howe Landscape Inc.  
By:  
Printed Name: Cory LeMay
Title: DESIGN/SALES MANAGER

KANSAS STATE UNIVERSITY  
By: Carla Bishop  
DIRECTOR OF PURCHASING
Kansas State University
Landscaping and Irrigation Services On Call

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

List all Labor Rates
Manager $45.00
On Site Supervisor (Forman) $40.00
Laborer $30.00
Clerical $30.00
Operator $30.00
Design Fees $45.00
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
Percent to be added to subcontractors hired by you. 10% 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

[Signature]
Howe Landscape Inc.