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

CONTRACT SIGNATURE SHEET

Date: 03/23/2016
CONTRACT NO.: 40488
Replaces Contract No.: 40224

Item: ON-CALL STONE RESTORATION, WATERPROOFING AND CLEANING SERVICES
Primary Using Department: Kansas State University – Division of Facilities Manhattan /Salina and Housing & Dining Services
Period of Contract: March 23, 2016 through February 28, 2019
Contractor Information: Restoration & Waterproofing Contractors, Inc.
1416 SW Auburn Road
Topeka, KS 66615
CONTACT: David Falley / Ed Parr
P: 785-478-9538; F: 785-478-9572; E: dfalley@rwlopeka.com / edjparr@gmail.com
Prices: See Attached Pricing
Payment Terms: Net 30

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, K-State Purchasing 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 from 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 K-State Purchasing.

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.

Restoration & Waterproofing Contractors, Inc.

By: __________________________
Printed Name: David Falley
Title: Asst. Vice President

KANSAS STATE UNIVERSITY

By: __________________________
CARLA BISHOP
DIRECTOR OF PURCHASING
CEO
## Contract Pricing

<table>
<thead>
<tr>
<th>Position</th>
<th>Normal Hourly Rate (M-F 7 a.m. – 5 p.m.)</th>
<th>After Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Site Supervisor (Foreman)</td>
<td>113.75</td>
<td>170.62</td>
</tr>
<tr>
<td>Manager (Project Manager)</td>
<td>135</td>
<td>202.50</td>
</tr>
<tr>
<td>Laborer</td>
<td>69.45</td>
<td>104.18</td>
</tr>
<tr>
<td>Clerical</td>
<td>69.45</td>
<td>104.18</td>
</tr>
<tr>
<td>Operations</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Apprentice</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Caulking Joint Technician</td>
<td>90.15</td>
<td>135.23</td>
</tr>
<tr>
<td>Brick/Stone Mason</td>
<td>101.95</td>
<td>162.93</td>
</tr>
</tbody>
</table>

### Overtime Percentage Markup
- Normal Overtime %: 150
- Sunday Overtime %: 150
- Holiday Overtime %: 200

### Materials Percentage Markup
- $0 - $5,000: 30
- $5,001 - $25,000: 25
- $25,001 - $50,000: 25
- Over $50,000: 20

- % Markup on Materials Purchased: 25
- % Markup on Subcontractors Hired: 20
- % Markup on Equipment Rental: See Attached

### Miscellaneous
- Mobilization Charge for Manhattan, Kan.: $0 for jobs < $25,000
- Mobilization Charge for Other Locations: $0.85/mile
- Dumpster & Trucking Fee: 468.75
- Disposal Rate: 68.75

## Locations Able to Provide Services
- Yes/No
- Riley & Pottawatomie Counties: Yes
- Saline County: Yes
- Sedgwick County: Yes
- Northeast Kansas: Yes
- North Central Kansas: Yes
- Northwest Kansas: Yes
- Southeast Kansas: Yes
- South Central Kansas: Yes
- Southwest Kansas: Yes

### Services that are available:
- Professional stone and masonry restoration
- Stone replacement
- Professional stone and masonry cleaning
- Professional waterproofing (including building foundations, exterior building envelope sealants)
- Professional joint replacement with caulking or motor joints
3/11/16

Rental Rates for the KSU ON-CALL Restoration, Waterproofing and Cleaning services:

EQUIPMENT FROM RENTAL COMPANY

The equipment rental rates will be based on the vendor's rental and delivery if applicable plus mark-up; we feel this will be the fairest way for us to charge the customer. Rental rates can fluctuate throughout the year with market demand and availability influencing the price. The following markup rates will apply. Invoices will be included with the monthly billing or upon completion of the project.

- $0-$1,000 / 30%
- $1001-$10,000 / 25%
- Over $10,000 / 20%

DAILY TRUCK RENTAL (Foreman)

There will be a daily rental charge to provide one company vehicle on the project for each work day of $50.00 per day. This is for the transportation of manpower, tools, equipment and materials to the jobsite or on-site mobilization.

DELIVERY BOX TRUCK / 1 TON FLATBED

There will be a daily rental charge for use of RWC's Delivery Box Truck or 1 ton flatbed, for the transporting of large equipment or delivery of large quantities of materials or hauling of construction debris. This will be a rental of $125.00 per day.

COMPANY OWNED EQUIPMENT

Equipment owned by RWC will be billed by the rates listed on the attachment; “Company Owned Equipment” There will be no additional markup on equipment owned by RWC. We will use our equipment when it is available and can be utilized for the project.
<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Day</th>
<th>Week</th>
<th>Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>65' aerial lift</td>
<td>$296</td>
<td>$705</td>
<td>$1828</td>
</tr>
<tr>
<td>45' aerial lift</td>
<td>$238</td>
<td>$588</td>
<td>$1485</td>
</tr>
<tr>
<td>All terrain Scissor lift</td>
<td>$155</td>
<td>$345</td>
<td>$948</td>
</tr>
<tr>
<td>Enclosed Trailer</td>
<td>$50</td>
<td>$125</td>
<td>$325</td>
</tr>
<tr>
<td>Equipment Trailer</td>
<td>$75</td>
<td>$175</td>
<td>$375</td>
</tr>
<tr>
<td>Mobile Jobsite Trailer</td>
<td>$75</td>
<td>$125</td>
<td>$325</td>
</tr>
<tr>
<td>Jobsite Shipping Container</td>
<td></td>
<td></td>
<td>$450</td>
</tr>
<tr>
<td>Hot water power washer</td>
<td>$125</td>
<td>$325</td>
<td>$875</td>
</tr>
<tr>
<td>Cold water power washer</td>
<td>$50</td>
<td>$125</td>
<td>$325</td>
</tr>
<tr>
<td>Heavy Duty Airless Sprayer</td>
<td>$125</td>
<td>$325</td>
<td>$875</td>
</tr>
<tr>
<td>100cfm Compressor</td>
<td>$150</td>
<td>$375</td>
<td>$925</td>
</tr>
<tr>
<td>Gas Powered Compressor</td>
<td>$150</td>
<td>$375</td>
<td>$925</td>
</tr>
<tr>
<td>4000K Generator</td>
<td>$150</td>
<td>$375</td>
<td>$925</td>
</tr>
<tr>
<td>2000K Generator</td>
<td>$75</td>
<td>$195</td>
<td>$475</td>
</tr>
<tr>
<td>Sand Pot</td>
<td>$175</td>
<td>$575</td>
<td>$1025</td>
</tr>
</tbody>
</table>

Suspended Scaffolding will include all safety equipment, up to 50' of staging, cable climbers and all rigging. Daily rate of $475, weekly rate of $925 and monthly rate of $1175.
Other Rates Applicable To Our Operations

Mobilization Charge for Manhattan Ks. For jobs greater than $25,000.00 will be $1250.00.

Delivery Charge for Jobsite Trailer, $750.00, then monthly as needed.

Out of Town Employee Perdium, $100.00 per day per man.

No Perdium required for work based from the Topeka Office for Manhattan. If work is performed from the Kansas City office or Wichita office Perdium will be needed. Work performed in other locations in the state will be charged perdium only if work is greater than 75 miles from the office performing the work.