

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: cidekat@k-state.edu

Item:
Primary Using Department:
Period of Contract:

On Call Services – Stone Restoration, Cleaning, & Waterproofing
Kansas State University – Facilities
1/1/2011 through 12/31/2015

Contractor Information:

Pishny Restoration Services
12202 W. 88th St.
Lenexa, KS 66215
CONTACT: Corey Thomas
Phone: 913-227-0251; FAX: 913-227-0176; e-mail: cthomas@pishny.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 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: Pishny Restoration Services

By: [Signature]

Printed Name: Don Pishny

Title: President

KANSAS STATE UNIVERSITY

By: [Signature]

CARLA BISHOP

DIRECTOR OF PURCHASING

Kansas State University
Stone Restoration Water Proofing and Cleaning Service On Call

Stone Restoration Water Proofing and Cleaning Serives 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 \$60.00 per hour
On Site Supervisor (Forman) \$55.00 per hour
Laborer \$25.00 per hour
Clerical \$22.00 per hour
Stone/Brick Mason \$55.00 per hour
Caulking Joint Technician \$35.00 per hour

Other Rates Applicable to your operations not listed above. (list below)

Mark Up on Materials Purchased

Percent to be added to materials Purchased 15% for the project work.

Mark up on Subcontractors hired (if applicable to your operations)

Percent to be added to subcontractors hired by you. 15% 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

60' man lift

1. Min Rental Hours: 4
2. Hourly Rate: \$175.00
3. Daily Rate: \$650.00
4. Weekly Rate: \$1,980.00

80' man lift

1. Min Rental Hours: 4
2. Hourly Rate: \$250.00
3. Daily Rate: \$900.00
4. Weekly Rate: \$2,700.00

Air compressor

1. Min Rental Hours: 4
2. Hourly Rate: \$55.00
3. Daily Rate: \$250.00
4. Weekly Rate: \$775.00

Skid loader

1. Min Rental Hours: 4
2. Hourly Rate: \$100.00
3. Daily Rate: \$425.00
4. Weekly Rate: \$1,275.00

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CONTRACT NO.: 40224
Replaces Contract No.: 08901

Procurement Officer: Chris Dekat, CPPB
Phone: 785-532-5469
E-Mail: cidekat@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.
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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: Restoration & Waterproofing Contractors Inc.

By: 

Printed Name: Edward J. Parr

Title: 

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 (Below)
- 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.

Swing Stage	\$ 115.76 daily	\$ 347.29 weekly	\$ 1,041.86 monthly	Air
Compressor	\$ 115.76 daily	\$ 347.29 weekly	\$ 1,041.86 monthly	Truck
\$ 88.20 daily	\$ 264.60 weekly	\$ 793.80 monthly	Pressure washer	\$ 44.10 daily
\$ 132.30 weekly	\$ 396.90 monthly	60' Man Lift	\$ 330.75 daily	\$ 950.25
weekly \$ 2,205.00 monthly				

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