FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date of Award: March 1, 2015

Contract Number: 11011

Replaces Contract: 08734

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/purchasing/

Item: **FHSU Construction – On Call**

Agency: Fort Hays State University
Location(s): Hays, KS

Term of Contract: March 1, 2015 through February 28, 2016
Final renewal

Scope: This Contract shall cover the procurement of On-Call Construction Projects for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: See Attached

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use the State of Kansas Business Procurement Card for purchases from this contract.

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:

http://www.fhsu.edu/purchasing/11011-On-Call-Construction/

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CONTRACT RENEWAL

Date of Award: March 1, 2014

Contract Number: 11011

Replaces Contract: 08734

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/purchasing/

Item: **FHSU Construction – On Call**

Agency: Fort Hays State University
Location(s): Hays, KS

Term of Contract: March 1, 2014 through February 28, 2015
(with the option to renew for one (1) additional one (1) year periods)

Scope: This Contract shall cover the procurement of On-Call Construction Projects for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: See Attached

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use the State of Kansas Business Procurement Card for purchases from this contract.

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:

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FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date of Award: March 1, 2013

Contract Number: 11011

Replaces Contract: 08734

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/purchasing/

Item: **FHSU Construction – On Call**

Agency: Fort Hays State University
Location(s): Hays, KS

Term of Contract: March 1, 2013 through February 28, 2014
(with the option to renew for two (2) additional one (1) year periods)

Scope: This Contract shall cover the procurement of On-Call Construction Projects for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: See Attached

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use the State of Kansas Business Procurement Card for purchases from this contract.

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:

http://www.fhsu.edu/purchasing/11011-On-Call-Construction/

FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date of Award: March 1, 2012

Contract Number: 11011

Replaces Contract: 08734

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/purchasing/

Item: **FHSU Construction – On Call**

Agency: Fort Hays State University
Location(s): Hays, KS

Term of Contract: March 1, 2012 through February 28, 2013 (with the option to renew for three (3) additional one (1) year periods)

Scope: This Contract shall cover the procurement of On-Call Construction Projects for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: See Attached

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use the State of Kansas Business Procurement Card for purchases from this contract.

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:

http://www.fhsu.edu/purchasing/11011-On-Call-Construction/

FORT HAYS STATE UNIVERSITY

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CONTRACT AWARD

Date of Award: January 1, 2011

Contract Number: 11011

Replaces Contract: 08734

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/purchasing/

Item: **FHSU Construction – On Call**

Agency: Fort Hays State University
Location(s): Hays, KS

Term of Contract: Date of Award through February 29, 2012 (with the option to renew for four (4) additional one (1) year periods)

Scope: This Contract shall cover the procurement of On-Call Construction Projects for Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: See Attached

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use the State of Kansas Business Procurement Card for purchases from this contract.

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:

http://www.fhsu.edu/purchasing/11011-On-Call-Construction/

CONDITIONS

Term of Contract: The term of this contract is for a one (1) year period from the date of award with four (4) additional one (1) year renewal(s) by written agreement of the parties.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: DA-45/146a; specifications and conditions of the proposal including any addenda; the vendor's response including any addenda, appendices and exhibits.

Order of Preference: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:
a. Contract Provisions Attachment DA-45/146a;
b. Written modifications and addenda to the executed contract;
c. This contract document;
d. The above referenced Request for Proposal (RFP) including any addenda;
e. Contractors response including any addenda, appendices and exhibits.

Termination for Cause: The FHSU Purchasing Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. the Contractor fails to make delivery of goods or services as specified in this contract; or

2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The FHSU Purchasing Director shall provide Contractor with written notice of the conditions endangering performance. Should the Contractor fail to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as University may authorize in writing), the FHSU Purchasing Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of Fort Hays State University. In the event that the FHSU Purchasing Director elects to terminate this contract pursuant to this provision, Purchasing shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Fort Hays State University
Purchasing Office
601 Park Street Sheridan Hall Rm 318
Hays, KS 67601

or to any other persons or addresses as may be designated by notice from one party to the other.

Prices: Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.

Method of Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Fort Hays State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Fort Hays State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and Fort Hays State University. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the vendor's response.

(OPTIONAL) Payment schedule shall be on a frequency mutually agreed upon by both FHSU and the Contractor.

SPECIFICATIONS

Fort Hays State University has established this contract to select pre-approved contractors for On-Call Construction Projects. These pre-approved contractors will be notified and invited to participate in the bid process for On-Call Construction Projects.

SCOPE OF WORK

Fort Hays State University will be requesting bids for general construction to include all labor and materials at various times. All pre-approved contractors will be allowed to bid on any or all of the requests. The value of the projects constructed under this contract will typically be under $250,000.00 dollars and over $10,000.00 dollars. All projects awarded under this contract will be executed under the general conditions that have been attached.

BID PROCESS

From time to time Fort Hays State University will determine that a project needs to be constructed using the On-Call Construction Contract. On these occasions, sets of construction documents will be sent to all pre-approved contractors. A bid date and completion date for the project will be included in the documents. The bids will be considered using two factors. The first will be the project cost. The second will be the contractor's ability to meet the project schedule. If a contractor fails to complete a project by the specified completion date, including all punch list items, that contractor will not be allowed to bid additional projects until the original project is complete. If a contractor consistently fails to meet the specified completion dates for projects, Fort Hays State University will have the right to discontinue their status as an approved contractor.

All bids will include all labor, materials, equipment, tools, transportation, supervision, permits licenses and taxes (as applicable) to perform the work prescribed on a project by project basis.

FHSU will request the necessary bond paperwork from the awarded vendor for each project.

SPECIAL PROVISIONS

Subcontractors: The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

PRICING

CONTRACTOR: **Commercial Builders Inc.**
2717 Canal Blvd.
Hays, Kansas 67601
Telephone: 785-628-1031
Fax: 785-628-6788
FEIN: 48-1163828
E-Mail: gary@commercialbuilders.com
Contact Person: Gary J. Weatherbee – President

Political Subdivisions: Pricing **is** available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may not** use State of Kansas Business Procurement Card for purchases from this contract.

LABOR RATES

Superintendent:	$ 37.62
Cement Finisher:	$ 23.62
Mason:	$ 44.20
Carpenter:	$ 27.61
Laborer:	$ 17.64
Drywall Finisher:	$ 38.43
Plasterer:	$ 41.16
Ironworker Foreman:	$ 50.50
Ironworker:	$ 44.62
Painter:	$ 32.13
Floor Layer:	$ 30.24

Other Charges:

Material:	Billed at cost +	15 %.
Tools costing over $500.00:	Billed at regular rental rates +	15 %.
Equipment Rates	Billed at regular rental rates +	15 %.

CONTRACTOR: **Cornerstone Building & Design, Inc.**
110 N Jefferson
Plainville, Kansas 67663
Telephone: 785-434-4892
Fax: 785-434-2788
FEIN: 20-3983677
E-Mail: mmreed@ruraltel.net or qakrehbiel@hotmail.com
Contact Person: Mike Reed or Quinn Krehbiel

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may not** use State of Kansas Business Procurement Card for purchases from this contract.

LABOR RATES

Superintendent:	$ 30.00	Sprinkler Installer:	$ 80.00
Cement Finisher:	$ 26.00	Millwrights:	$ 85.00
Mason:	$ 45.00	HVAC Technician:	$ 73.00
Carpenter:	$ 26.00	Pipefitter:	$ 55.00
Laborer:	$ 18.00	Plumber:	$ 55.00
Drywall Finisher:	$ 28.00	Sheet Metal Worker:	$ 55.00
Plasterer:	$ 28.00	Electrician:	$ 53.00
Ironworker Foreman:	$ 88.00	Ironworker:	$ 83.00
Painter:	$ 28.00	Floor Layer:	$ 28.00

Other Charges:

Material:	Billed at cost +	10 %.
Tools costing over $500.00:	Billed at regular rental rates +	10 %.
Equipment Rates	Billed at regular rental rates +	10 %.

CONTRACTOR: **Paul-Wertenberger Construction Inc.**
1102 E. 8th
P.O. Box 1311
Hays, Kansas 67601
Telephone: 785-325-8220
Fax: 785-625-8222
FEIN: 48-1075537
E-Mail: matta@paulwertenberger.com
Contact Person: Matt Allen

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may not** use State of Kansas Business Procurement Card for purchases from this contract.

LABOR RATES

Superintendent:	$ 36.00	Sprinkler Installer:	$ 75.00
Cement Finisher:	$ 24.00	Millwrights:	$ 63.00
Mason:	$ 33.00	HVAC Technician:	$ 55.00
Carpenter:	$ 25.00	Pipefitter:	$ 55.00
Laborer:	$ 16.00	Plumber:	$ 55.00
Drywall Finisher:	$ 33.00	Sheet Metal Worker:	$ 55.00
Plasterer:	$ 37.00	Electrician:	$ 50.00
Ironworker Foreman:	$ 75.00	Ironworker:	$ 70.00
Painter:	$ 33.00	Floor Layer:	$ 44.00

Other Charges:

Material:	Billed at cost +	10 %.
Tools costing over $500.00:	Billed at regular rental rates +	10 %.
Equipment Rates	Billed at regular rental rates +	10 %.