



**LOUISVILLE  
REGIONAL  
AIRPORT  
AUTHORITY®**

Standard Purchase Order 102713. 0

P.O. Box 9129  
Louisville, KY 40209

Type	Standard Purchase Order
Order	102713
Revision	0
Order Date	09-AUG-2011
Revision Date	

Supplier: **BOB RAY COMPANY**  
8120 LAGRANGE ROAD  
LOUISVILLE, KY 40222

Ship To: **2815 Taylorsville Rd.**  
Louisville, KY 40205

Supplier No.	Payment Terms	Freight Terms	FOB	Ship Via
1162	NET30	Prepaid	DESTINATION	Vendor's Vehicle
Confirm to Supplier/Telephone			Buyer/E-mail	
USER, 1162-PROC procurement.support@flylouisville.com			Decker, Bernard bernard.decker@flylouisville.com	

Notes: POC - BOB RAY

Line	Part Number / Description	Delivery Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Tree Replacement	Needed: 11-AUG-2011	1	EACH	12000	12,000.00
Ship To: Use the ship-to address at the top of page 1  Deliver To: Masten, Maria D (1) Maria.Masten@flylouisville.com						
2	Tree Removal	Needed: 11-AUG-2011	1	EACH	13535	13,535.00
Ship To: Use the ship-to address at the top of page 1  Deliver To: Masten, Maria D (1) Maria.Masten@flylouisville.com						
<b>(Tax Exempt No. CT 56-144) Total:</b>						<b>25,535.00 (USD)</b>

NOTE: ORDER CHANGES SHALL BE MADE ONLY BY THE PURCHASING DEPARTMENT.  
 MAIL INVOICE TO: P.O. BOX 9129 \* LOUISVILLE, KY 40209-0129  
 REFER ALL QUESTIONS PERTAINING TO THIS ORDER TO BUYER  
 SHOW P.O. NUMBER AND PROJECT NUMBER ON ALL PACKAGES, SHIPPING DOCUMENTS AND INVOICES.  
 KENTUCKY SALES TAX EXEMPTION CERTIFICATE NO. CT 56-144  
 RECEIVING HOURS: 8:30 AM TO 4:00 PM  
 ORDER IS CONTINGENT ON THE SUPPLIERS ACCEPTANCE OF ALL TERMS AND CONDITIONS ATTACHED TO THIS PURCHASE ORDER.

\_\_\_\_\_  
AUTHORIZED BY

FOR: LOUISVILLE REGIONAL AIRPORT AUTHORITY

**1. Purchase Order Terms and Conditions****1.1. Acceptance**

Seller has read and understands this Purchase Order (the "Order") and agrees that Seller's written acceptance or commencement of any work or service under this Order shall constitute Seller's acceptance of this Order and these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this Order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this Order. Any modifications to this Order shall be made in accordance with Paragraph 24. Acceptance of the product or services delivered under this Order shall not constitute acceptance of Seller's terms and conditions.

**1.2. Pricing**

(a) Pricing is inclusive of applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of this Order. Federal Excise and other taxes, on which exemption is allowed government agencies, must not be included or added to the price of any item on this Order unless otherwise authorized on the face of this Order. Necessary exemption certificates will be supplied upon request if more than what is contained on the face of the Order is needed. Any taxes later found to have been included and paid by the Buyer shall be refunded by the Seller in the amount of the tax so paid.

(b) Terms of payment shall be net 30 days from the Buyer's receipt of the goods/services or from the Buyer's receipt of the Seller's invoice, whichever shall be the longer period of time, unless:

- (i) Seller's term of payment are noted.
- (ii) Trade discounts acceptable to the Buyer are offered on the supplier's invoice, or
- (iii) Special payment conditions are contained in this Order.

(c) Seller warrants that the prices herein specified are as low as any net prices now given by Seller to any other customer for goods or services of like grade and quality in like quantities, and Seller agrees that if at any time during the pendency of this Order lower net prices are quoted under similar conditions, said lower net prices shall be from that time substituted for the prices herein. Seller agrees that any price reductions made in the goods or services covered by this Order subsequent to its acceptance but prior to payment thereof will be applicable to this Order.

When an Order is executed for repair, the net-to-exceed price governs.

**1.3. Delivery**

Time is of the essence to delivery and any other performance required of Seller. If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (a) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (b) allow Buyer to reduce its payment of Seller's invoice by such difference, or (c) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment. Unless otherwise stipulated in this Order, all sales shall be shipped FOB DESTINATION, FREIGHT PREPAID. Seller pays freight, ocean freight costs, ocean goods in transit and file claims on carriers (if any). Seller pays all expenses and assumes all risks until actual delivery of the merchandise at the point agreed upon with the buyer. All packing cases, bales, carton, pallets, etc. in which the articles or materials may be shipped shall become without charge the property of the Buyer upon receipt, unless otherwise stipulated in the Order. The Seller must provide a current Material Safety Data Sheet (MSDS) on chemicals, equipment or hazardous materials at the time of delivery.

**1.4. Changes**

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this Order, including work with respect to such matters as inspection, testing, place or time of delivery, or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes in this Order shall be made in accordance with Paragraph 24.

**1.5. Inspection and Rejection**

Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this Order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. Buyer may inspect and reject all nonconforming goods and services within a reasonable period of time after delivery without regard to whether payment has been made. Buyer may choose, at Seller's risk and expense, to either hold nonconforming goods pending Seller's instructions or ship them to Seller's address shown on the face of this Order.

**1.6. Nonconforming Goods**

To the extent Buyer rejects goods as nonconforming, Seller shall replace such goods with conforming goods. Buyer shall hold nonconforming goods for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy or relieve Seller's responsibility for latent defects.

**1.7. Invoices**

Buyer shall have no obligation to pay for any item until a correct invoice for the item is received at the "bill to" address shown on the face of this Order. Payment terms commence upon receipt of a correct invoice. Seller represents that the products and/or services covered hereby were produced in compliance with requirements of the Fair Labor Standards Act of 1938, as amended. Payment of invoices shall not constitute acceptance of the product and/or services and shall be subject to adjustment for errors, shortages, defects in the product and/or services, or other failure of Seller to meet the requirements of the Order. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer.

**1.8. Warranty**

SELLER WARRANTS THAT ALL GOODS AND ALL WORK PERFORMED HEREUNDER OR PURSUANT HERETO WILL BE OF MERCHANTABILITY QUALITY; FREE FROM ALL DEFECTS IN DESIGN, WORKMANSHIP AND MATERIALS. WHEN SELLER HAS KNOWLEDGE OF A PARTICULAR PURPOSE FOR WHICH THE GOODS ARE PURCHASED, THEY WILL BE FIT FOR SUCH PARTICULAR PURPOSE. THE GOODS ARE PROVIDED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND/OR SAMPLES, DRAWINGS, DESIGNS OR OTHER REQUIREMENTS (INCLUDING PERFORMANCE SPECIFICATIONS) PROVIDED BY BUYER OR BUYER'S CUSTOMERS. THE WARRANTIES CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO, AND SHALL NOT BE CONSTRUED AS RESTRICTING OR LIMITING ANY WARRANTIES OR REMEDIES OF BUYER, EXPRESS OR IMPLIED, WHICH ARE PROVIDED BY LAW. ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM OR RESTRICT ANY SUCH WARRANTIES OR REMEDIES OF BUYER, BY NOTICE OR ACKNOWLEDGEMENT IN ACCEPTING OR PERFORMING THIS ORDER SHALL BE VOID.

**1.9. Insolvency**

Buyer may immediately cancel this Order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller.

**1.10. Cancellation for Breach**

Buyer reserves the right to cancel all or any part of this Order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this Order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

**1.11. Force Majeure**

Neither party shall be liable for delay in its performance of its obligations and responsibilities under this Order due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Seller should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such items. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, Buyer may, at its option and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part.

**1.12. Termination**

In addition to any other rights of Buyer to cancel or terminate this Order, Buyer may in its option immediately terminate all or any part of this Order, at any time and for any reason, by giving notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the Order price for all goods or services which have been completed in accordance with this Order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Order to the extent such costs are reasonable in amount and are properly allocable (or apportionable under generally accepted accounting principles) to the terminated portion of this Order, less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unauthorized depreciation costs, and general and administrative burden charges from termination of this Order. Seller shall submit a timely comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller. THE FOREGOING STATES BUYER'S ENTIRE LIABILITY FOR TERMINATION.

**1.13. Intellectual Property Indemnification**

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods Ordered hereunder. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this Order.

**1.14. Technical Information Disclosed to Buyer**

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this Order.

**1.15. Indemnification**

IF SELLER PERFORMS ANY WORK ON BUYER'S PREMISES OR UTILIZES THE PROPERTY OF BUYER, WHETHER ON OR OFF BUYER'S PREMISES, SELLER SHALL INDEMNIFY AND HOLD BUYER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS OR EXPENSES (INCLUDING ATTORNEYS' FEES) FOR DAMAGES TO THE PROPERTY OF OR INJURIES (INCLUDING DEATH) TO BUYER, ITS EMPLOYEES OR ANY OTHER PERSON ARISING FROM OR IN CONNECTION WITH SELLER'S PERFORMANCE OF WORK OR USE OF BUYER'S PROPERTY. SELLER SHALL INDEMNIFY AND HOLD BUYER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY GOODS AND SERVICES SUPPLIED. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

**1.16. Insurance**

Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory Limits for the state or states in which this Order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$250,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury, and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit; and (d) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and, if further requested by Buyer, such certificates will provide that Buyer shall receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this Order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this Order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

**1.17. Title**

Seller warrants title to all goods sold and services supplied. All materials, and any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks (collectively "Inventions") created or prepared for Buyer, shall belong exclusively to Buyer. Seller hereby assigns all Inventions to Buyer and its assigns, except for any works for hire which do not require an assignment to vest ownership in Buyer. To the extent copyrights exist in any works of authorship, such works shall be deemed, to the extent legally permitted, to be works made for hire as that term is used in the Copyright Act of 1976. Buyer shall have the right, at Buyer's option and expense, to seek protection by obtaining patents, copyright registrations, trademark registrations, and/or other recordation, registrations, and filings related to proprietary or intellectual property rights. Seller agrees at no charge to execute, and to cause its employees to execute, such documents including such further assignments, applications, and conveyances and to supply such information as Buyer shall request, in Order to permit Buyer to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world.

#### 1.18. Remedies

The rights and remedies reserved to Buyer in this Order shall be cumulative, and additional to all other or further remedies provided in law or equity.

#### 1.19. No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other provision.

#### 1.20. Relationship Of Parties

Seller and Buyer are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

#### 1.21. Applicable Law

This agreement shall be governed by the laws of the Commonwealth of Kentucky regardless of its conflict of laws principals. Each of the parties consents to the personal jurisdiction of the Circuit Court of Jefferson County, Kentucky, and the United States District Court for the Western District of Kentucky in Louisville, waives any objection based upon forum non-convenience as to any action brought in such courts, and agrees that any action arising from or relating to this Order shall be brought in such courts. Each of the parties hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury of any claim or controversy arising from or relating to this Order.

#### 1.22. Severability

If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive Order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, Order or rule, and the remaining provisions of this Order shall remain in full force and effect.

#### 1.23. Entire Agreement

THESE TERMS AND CONDITIONS SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED ON ANY CONFIRMATION ORDER, OR OTHER WRITING SELLER MAY GIVE OR RECEIVE, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF. BUYER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THIS ORDER EXCEPT SUCH AS ARE EXPRESSLY CONTAINED HEREIN, AND THIS ORDER MAY NOT BE CHANGED OR MODIFIED ORALLY.

#### 1.24. Nondiscrimination

During the performance of this Agreement, [the Company], for itself, its assignees and successor interest, agrees as follows:

1. **Compliance With Regulations.** [The Company] shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination.** [The Company], with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. [The Company] shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontractors, including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by [the Company] for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by [the Company] of [the Company]'s obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.
4. **Information and Reports.** [The Company] shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access in its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration (the "FAA") to be the pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of [the Company] is in the exclusive possession of another who fails or refuses to furnish this information, [the Company] shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of [the Company]'s noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - A. Withholding of payments to [the Company] under the Agreement until [the Company] complies, and/or
  - B. Cancellation, termination, or suspension of the Agreement, in whole or in part
6. **Incorporation Of Provisions.** [The Company] shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. [the Company] shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event [the Company] becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, [the Company] may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, [the Company] may request the United States to enter into such litigation to protect the interests of the United States.

7. **Compliance with Applicable Law.** When Applicable Law requires, [the Company] shall comply with the following: [the Company] assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates [the Company] or its transferee for the period during which Federal assistance is extended to the airport program except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar Services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. As applicable, this provision binds [the Company] from the bid solicitation period through the completion of this Agreement.

**1.25. Disadvantaged Business Enterprises**

During the performance of this Agreement, [the Company], for itself, its assignees and successor interest, agrees as follows:

1. **Policy.** It is the policy of the DOT that disadvantaged business enterprises ("DBE") as defined in 49 CFR Part 26 ("Part 26") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of Part 26 apply to this Agreement.
2. **Contract Assurance.** [The Company] shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. [The Company] shall carry out applicable requirements of Part 26 in the award and administration of DOT assisted contracts. Failure by [the Company] to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Authority deems appropriate.
3. **Prompt Payment.** [The Company] agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment [the Company] receives from the Authority. [The Company] agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.



# Bob Ray Company, Inc.

"No Job Too Small, No Tree Too Tall"

www.bobrayco.com

Customer Name Regional Airport Authority Bowman Field Date 8/9/2011  
 Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_  
 Job Location Big Springs County Club City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Billing Address (if different) \_\_\_\_\_

- Specifications for Contract (or) Estimates -

- 1). Tree 6 - Remove and haul away, remove stump 10"-12" below grade and haul away (clean out hole).
- 2). Tree 10 and adjacent tree - Trim to 47' in height and haul away.
- 3). Tree group outside the fence - Remove and haul away (no stumps).
- 4). Tree 38 (Hackberry) - Remove and haul away (leave stump 2' tall).
- 5). Loc: 3110 Taylorsville Road (State Farm) - Remove Oak tree and haul away, remove stump 8"-10" below grade, backfill with top soil, seed and straw.

\$ 13,535.00

- 3). Budget for tree replacement (2 trees) with installation and (1) year warranty. Species to be negotiated @ a later date.

\$ 12,000.00

**COSTS:**

We propose to furnish material, labor and equipment to complete work in accordance with above specifications. The Bob Ray Company, Inc.'s estimated cost of the performance of the tasks presented above is \$\_\_\_\_\_. Should there be any reason to modify the scope of work, the Bob Ray Company, Inc. will seek your approval with a revised estimated cost before commencing any such additional work.

**PAYMENT:**

Payment is due upon completion of work. See below for fees applied to unpaid accounts.

**LIMITATIONS AND CONDITIONS:**

All work is to be completed in a workmanlike manner. All agreements are contingent upon weather, accidents and other delays beyond our control. The Bob Ray Company, Inc. will not be responsible for damage to any underground utilities, driveways or sidewalks. The above price(s) and specification(s) are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Accounts unpaid after 30 days are subject to a \$25 late fee. In the event my account is placed in the hands of an attorney or licensed collector for collection, I agree to pay, in addition to the amount of said account, a late fee of \$25 and all costs of collection, including a reasonable attorney's fee. Returned check fee is \$30. I certify that I am the owner, or have legal right to represent the owner, of the above property and/or landscape areas and indemnify the Bob Ray Company, Inc. for all damages, attorney's fees and costs should a legal dispute arise concerning the ownership of the above property.

Your signature below will constitute a binding contract.

Representative's Signature \_\_\_\_\_ Customer's Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

