



## NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

**Interagency Name:** Louisville Metro Parks

**Program/Project Name:** Breckenridge / Hillbrook Shrub Overgrowth Removal

	Yes/No/NA	
<b>Request Form:</b> Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes	<input type="checkbox"/>
<b>Request Form:</b> If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA	<input type="checkbox"/>
<b>Request Form:</b> If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA	<input type="checkbox"/>
<b>Request Form:</b> If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA	<input type="checkbox"/>
<b>Funding Source:</b> If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	NA	<input type="checkbox"/>
<b>Funding Source:</b> If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	NA	<input type="checkbox"/>
<b>Ordinance Required:</b> Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	No	<input type="checkbox"/>
<b>Ordinance Required:</b> Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	NA	<input type="checkbox"/>
<b>Supporting Documentation:</b> Does the attachment include a valid estimate and description of cost?	Yes	<input type="checkbox"/>

**Submitted by:** \_\_\_\_\_ JEFF NOBLE \_\_\_\_\_

**Date:** 05/04/2017

## **Noble, Jeffrey T**

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**From:** Storch, Marty  
**Sent:** Friday, April 28, 2017 2:32 PM  
**To:** Noble, Jeffrey T; Dolan, Kirk E.  
**Cc:** Garton, Michael J.  
**Subject:** RE: Estimate from Bob Ray Co.

Their estimate is still good.

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**From:** Noble, Jeffrey T  
**Sent:** Friday, April 28, 2017 10:01 AM  
**To:** Storch, Marty; Dolan, Kirk E.  
**Cc:** Garton, Michael J.  
**Subject:** FW: Estimate from Bob Ray Co.

Marty, Kirk –

Brent would like to move forward on this. Can you verify the estimate is still valid, please. If so, let me know and I will begin the transfer of funds to Parks to begin the project. Thanks.

■ Jeff

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**From:** Storch, Marty  
**Sent:** Thursday, March 2, 2017 4:25 PM  
**To:** Noble, Jeffrey T; Ackerson, Brent  
**Subject:** FW: Estimate from Bob Ray Co.

This is a whole lot less than what I could do this project for. It helps when you have right equipment for job.

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**From:** Dolan, Kirk E.  
**Sent:** Thursday, March 2, 2017 10:04 AM  
**To:** Storch, Marty  
**Subject:** FW: Estimate from Bob Ray Co.

Bob Ray quote

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**From:** David Hartlage [<mailto:Davidh@bobrayco.com>]  
**Sent:** Thursday, March 02, 2017 9:46 AM  
**To:** Dolan, Kirk E.  
**Subject:** Estimate from Bob Ray Co.

Kirk, attached is the estimate. Sorry for the delay, yesterday was a nightmare! If you have any questions please let me know. Thank you and have a great day, David

**From:** copier  
**Sent:** Thursday, March 02, 2017 9:51 AM  
**To:** David Hartlage  
**Subject:** Scan from Bob Ray Co.



# Bob Ray Co., Inc.

"No Job Too Small, No Tree Too Tall"

www.bobrayco.com

Customer Name Dept. of Metro Parks / Kirk Dolan Date 2 March 2017  
 Phone 502.456.8151 Cell \_\_\_\_\_ Fax \_\_\_\_\_  
 Job Location Intersection of Breckenridge Lane & Hillbrook Dr City Louisville State Ky Zip \_\_\_\_\_  
 Billing Address (if different) \_\_\_\_\_ Email Kirk.Dolan@LouisvilleKy.gov

-Proposal for Contract-

Remove all burning bush along black fencing at intersection of Breckenridge Lane & Hillbrook Dr.

Burning bush growing into fencing to be cut flush and removed best as possible

Haul away all debris.

Includes grubbing out of stumps.

David 773-9442

**COSTS:**

We propose to furnish material, labor and equipment to complete work in accordance with above specifications. The Bob Ray Co., Inc.'s estimated cost for the performance of the tasks presented above is \$4,025.00. Should there be any reason to modify the scope of work, the Bob Ray Co., Inc. will require your approval with a revised estimated cost before commencing any such additional work.

All work is to be completed in a workmanlike manner. All agreements are contingent upon weather, accidents and other delays beyond our control. See reverse side for the terms and conditions of work to be performed. The above price(s) and specification(s) are satisfactory and hereby accepted. You are authorized to do the work as specified.

This agreement and any noted attachments constitutes the entire agreement between the Bob Ray Co., Inc. and the below signed concerning the subject matter hereof. This agreement supersedes all prior agreements, discussions, representations, warranties and covenants between the Parties with respect to the above specified work. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

Your signature below will constitute a binding contract.  
 Representative's Signature [Signature] Customer's Signature \_\_\_\_\_  
 Date 2 March 2017 Date \_\_\_\_\_





# Bob Ray Co., Inc.

## Terms and Conditions of work to be performed

The following terms and conditions are part of the confirmation of work to be performed by Bob Ray Co., Inc. for the authorizing party (Client), and with the information on the preceding page(s), constitute the entire agreement.

- Bob Ray Co., Inc. is insured for liability resulting from injury to persons or property, and all of its employees are covered under workers compensation insurance.
- Bob Ray Co., Inc. assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio or any other paved, bricked, stoned, concrete or asphalted surface resulting from trucks and equipment being used to access the job.
- Bob Ray Co., Inc. is not responsible for damage to irrigation lines, drain lines, invisible fences, cables or any other underground utilities, unless the systems are accurately marked and mapped by the client and a copy is presented to Bob Ray Co., Inc. before the work is performed.
- Bob Ray Co., Inc. will not be held responsible for any unforeseen or abnormal reaction to any trees, shrubs or lawns resulting from the proper application of chemicals and formulations according to their appropriate labels.
- Clean-up shall include removing wood, brush, clippings and raking of the entire area affected by the specified work, unless noted otherwise in this proposal.
- Stump removal is not included in the tree removal price unless specified in this agreement. Surface and subsurface roots beyond the stump are not removed unless specified.
- Cables and braces reduce, but do not remove the risk of branch and trunk failure. All supplemental support systems have a finite life and should be inspected annually or after any significant weather event. It is the client's responsibility to contact Bob Ray Co., Inc. to schedule this service for an additional fee.
- Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations made are intended to minimize or reduce such hazards. There can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client shall not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.
- Any additional work required to complete the work specified, caused by the client's failure to make known or caused by previously unknown foreign material in the trunk, branches, underground, or any other condition not apparent in estimating the work, shall be paid for by the client on a time and material basis.
- Client affirms all trees and vegetation upon which work is to be performed are owned by the client, or that authorization for the work has been obtained from the rightful property owner. Furthermore, Client shall be responsible for compensating Bob Ray Co., Inc. for any and all damages collected against Bob Ray Co., Inc. by any third party demonstrating actual ownership of the trees and vegetation upon which the work was performed.
- Client is responsible for obtaining and paying for all required local permits necessary to perform work described in this agreement.
- Estimates older than 45 days are subject to change.
- Payment is to be received upon completion of the work and receipt of invoice. In the event that the scope of the work changes, Bob Ray Co., Inc. will be paid for all items on this proposal that have been completed.
- Both the Client and Bob Ray Co., Inc. agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other legal remedy.
- Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month. In addition, the customer is responsible for the cost and expense of collection, including reasonable attorney fees incurred in the collection process. There will be a fee of \$30 for all returned checks.