

# THE CITY OF BROKEN ARROW AND GERALD JIMENEZ / ROSES R US LLC

This agreement made and entered into this 1 day of MAY, 2025, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **GERALD JIMENEZ/ ROSES R US LLC**, of Broken Arrow, Oklahoma.

**WHEREAS**, said Gerald Jimenez / Roses R Us LLC, in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to perform all services as set forth herein to perform rose plant maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Gerald Jimenez / Roses R Us LLC, an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Quotation hereinafter known as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of Gerald Jimenez / Roses R Us LLC: Gerald Jimenez / Roses R Us LLC hereby agrees to complete the work as outlined in Exhibit "A", for the designated rose plants in the Rose District. Such areas are outlined in Exhibit "A". Gerald Jimenez / Roses R Us LLC will provide all necessary equipment to perform such duties.

III. Compensation: Gerald Jimenez / Roses R Us LLC will agree to perform the tasks as described in Exhibit "A" for the designated areas as outline in Exhibit "A", in accordance with the bid previously submitted, more specifically, Gerald Jimenez / Roses R Us LLC shall invoice the City monthly at the amount of \$3,080.00 for maintenance of designated rose plants in the Rose District.

IV. Duties of the City: In consideration of the agreement on the part of Gerald Jimenez / Roses R Us LLC, the City agrees to pay Gerald Jimenez / Roses R Us LLC in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of May 1, 2025, and shall continue until April 30, 2026.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Gerald Jimenez / Roses R Us LLC shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Gerald Jimenez / Roses R Us LLC hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: Gerald Jimenez / Roses R Us LLC shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Gerald Jimenez / Roses R Us LLC or anyone under agreement with Gerald Jimenez / Roses R Us LLC to perform duties under this agreement.

X. Complete Agreement and Amendment: Gerald Jimenez / Roses R Us LLC acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability: If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination: This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

**GERALD JIMENEZ / ROSES R US LLC:**

By: Gerald Jimenez

Title: Sole proprietor

Date: 3/29/2025

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**ATTEST:**

Secretary (SEAL)

**CITY OF BROKEN ARROW:**


By: Michael Spurgeon

Title: City manager

Date: 3/31/2025

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**ATTEST:**

Curtis Gr   
City Clerk (Seal)

APPROVED AS TO FORM:

Rachel Fields  
Attorney for City of Broken Arrow



# Exhibit "A"



**BROKEN ARROW**  
Where opportunity lives.

**LOGISTICS DIVISION**  
1700 W. Detroit, Broken Arrow, OK 74012  
Office (918) 259-7000 ext 7366 Fax (918) 259-8376  
[lholt@brokenarrowok.gov](mailto:lholt@brokenarrowok.gov)

## QUOTE

Quote Due:	3/8/2023
Quote Due Time:	12:00 PM

For or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.

All items must be quoted F.O.B. Destination, Freight Prepaid.				
Qty	Unit	Description (OR EQUIVALENT)	Unit Price	Total
		Rose District Rose Maintenance Monthly Quote: Provide rose maintenance to all rose bushes within the planters in the Rose District between P. Worth Street and Deloit Street - 62 planters with approximately 440 rose bushes.		
		Brief Scope of Services (See additional attachment for full detail)		
✓		* Continual deadheading and 4-D pruning must be performed on a minimum 21-day cycle for the best aesthetic results and health of said rose bushes.		
✓		* Fungicidal and insecticidal schedule must be rotated throughout the growing season to prevent pesticide resistance.		
✓		* The use of foliar or granular long-term fertilizers should not be used for the upkeep of said roses.		
✓		* Apply dormant oils during winter season.		
✓		* No herbicides shall be used for weed or grass control without prior approval from the Park's Horticulturist.		
✓		* Bidder will be responsible to inspect all rose plants and inform the Park's Horticulturist of any plant they deem in poor condition prior the start of the maintenance agreement.		
✓		* Bidder shall provide a monthly invoice for payment that details all work that was performed during the invoice period, and the date(s) of said service.		
✓		* Bidder shall promptly direct any maintenance questions or irrigation issues to the Park's Horticulturist.		
✓		* The City of Broken Arrow will provide labor and material to replenish bed mulch as needed.		
✓		* Maintenance agreement will run for a 12-month term that starts once an agreement has been executed.		
✓		* Agreement may be canceled at any time, without prior notice, due to budget shortfall, poor service, or any other reason or any other unspecified reason.		
✓		* Vendor must maintain the City's minimum insurance requirements.		

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Do NOT include sales tax, Broken Arrow is tax exempt.

Bidders should direct questions to: Rob Holt 918-259-7000 ext. 7368

**GRAND TOTAL** 36960

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**Arwcare**

7070 S 309th E Ave  
Broken Arrow, OK. 74014  
(918) 843-1005

[arwcare@gmail.com](mailto:arwcare@gmail.com)

[www.tulsaroses.com](http://www.tulsaroses.com)

C-8785-Pesticide Applicators License

Gerald Jimenez

Date: 3/16/2023

# Rose Maintenance

March 16, 2023

City of Broken Arrow

\$36960.00 annually

Included in this premium package

- Pest and disease control (IPM)
- Weed removal (physical), also use of pre-emergence
- Winter spray (dormant oil spray-two applications during this period.
- Fertilizing -soluble(fast acting release), granular(slow release), use of soil amendments.
- Spring pruning (hard pruning) and light pruning throughout the growing season utilizing the 4-D(dead, diseased, damaged, and dingy), along with deadheading.
- Monitor the soil for pH levels
- Monitor soil moisture for proper irrigation (Notifying proper personnel when necessary)
- Open communication in regards to the use of pesticides, fungicides, and pre-emergence. Adherence with EPA and ODAFF, irrigation issues with the city horticulturist.
- Spraying during non business hour in the early am time frame.
- Diagnosis of plant health with the use of magnifying glasses, microscopes 20x magnification. Plant deficiencies from iron to magnesium
- 21 day service cycle

## Arwcare History

I am a licensed spray applicator specializing in rose care with over ten years of experience. I specialize in different types of roses, hybrid-teas, floribundas, climbers; miniatures, shrubs roses including the drift types and knock-out roses. I understand the different characteristics and the purpose of these are not the same from shape and size.



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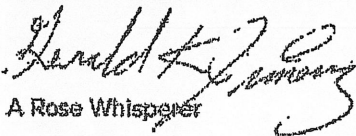
I first worked for "Rose Inc Of Tulsa" under Mark Stiljes 2011 for over a year and a half. I trained under Mark and became the primary technician to service rose clients obtaining my tech license to spray roses using an Integrated pest management system.

"Rose Inc Of Tulsa" was bought out by "Roses Inc Green Country". My responsibility continued in the same role having the title "Crew Leader"(Field Supervisory). I was responsible for the rose maintenance of all clients. I was instrumental in installing the roses on Main Street Broken Arrow. I was the main spray technician for those roses and the upkeep. I also was used in planting of the new addition on the north and south end the of roses on Main Street for "Rose Inc Green Country" as well as all their other clients. I worked as a supervisor for Rose Inc Green Country until July of 2017.

I have continued as a rosarian starting my own business "Arwcare". My focus is roses from the ground up. I maintain rose gardens throughout Tulsa county; pruning, spraying, fertilizing, diagnosing, and maintaining them. I am licensed with over six years of experience. I care for your roses.

Thank you

Gerald Jimenez



A Rose Whisperer

Arwcare

# ARWCARE

7070 S 309TH E AVE  
BROKEN ARROW, OK 74014  
(918) 843-1005  
arwcar@gmail.com

February 24, 2025

City Of Broken Arrow Ok  
Chris Ohler-City-Ground Supervisor

Dear Mr Ohler

It is my intention and privilege to continue with my services maintaining the rose beds on Main Street with no increase in service cost. The monthly cost will still be \$3080.00.

I look forward to this coming year with an even fuller vibrant rose beds. Thank you for giving my company the opportunity to work and maintain these roses for another successful year in Downtown Broken Arrow.

Best regards,

Gerald K Jimenez

ARWCARE