

MOWING SERVICES AGREEMENT

This Mowing Services Agreement ("Agreement") is entered into as of the ____ day of , 20 (the "Effective Date"), by and between the City of Broken Arrow, Oklahoma, an Oklahoma municipal corporation (the "City"), and Goodacre Lawn Care, LLC a Lawn Care (the "Contractor"). The City and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The City desires to obtain mowing, trimming, edging, and related grounds maintenance services for certain City-owned or City-controlled properties, rights-of-way, easements, detention areas, and other locations identified by the City, and Contractor desires to provide such services under the terms of this Agreement.

2. Contract Documents

This Agreement includes the following, all of which are incorporated by reference to the extent applicable:

1. This Agreement;
2. **Exhibit A** – Scope of Services;
3. **Exhibit B** – Compensation and Payment;
4. **Exhibit C** – Insurance Requirements;
5. Any solicitation, quote, bid, proposal, or specifications issued or accepted by the City for the services, but only to the extent not inconsistent with this Agreement.

If there is a conflict between the documents, this Agreement controls unless the City expressly agrees otherwise in writing.

3. Term

The initial term of this Agreement shall begin on the Effective Date and continue until _____, 20, unless earlier terminated in accordance with this Agreement. The Agreement may be renewed by written agreement of the Parties and approval by the City as required by law.

4. Scope of Services

Contractor shall furnish all labor, supervision, equipment, tools, vehicles, fuel, materials, supplies, and incidentals necessary to perform the services described in this Agreement and **Exhibit A** (the "Services").

Contractor shall perform the Services:

1. In a good and workmanlike manner;
2. In accordance with industry standards for commercial mowing and grounds maintenance;
3. In compliance with all applicable federal, state, and local laws, ordinances, regulations, and codes; and
4. In accordance with schedules, locations, and directions issued by the City.

The City may add, remove, or modify service locations by written notice, with equitable adjustment to compensation if appropriate.

5. Standard of Performance

Contractor shall:

1. Mow turf areas to a reasonably uniform height specified by the City or, if none is specified, to a commercially reasonable maintained height for the type of property involved;
2. Trim and edge around fences, signs, poles, trees, structures, monuments, sidewalks, curbs, drainage structures, and other obstacles as needed to maintain a neat appearance;
3. Remove grass clippings, debris, trash, and vegetation accumulations from sidewalks, curbs, driveways, parking lots, trails, and other hard surfaces before leaving the site;
4. Control mowing patterns and equipment operation so as to avoid rutting, scalping, erosion, blowing clippings into streets or storm drains, or damage to turf, landscaping, irrigation, utilities, signs, fencing, vehicles, or improvements;
5. Immediately report unsafe conditions, damage, vandalism, standing water, erosion, washouts, exposed utilities, hazardous materials, or other unusual conditions observed on-site;
6. Perform the Services in a manner that minimizes interference with public use and City operations; and
7. Comply with any site-specific instructions issued by the City.

6. Schedule and Response Time

Contractor shall perform routine mowing cycles and any additional requested services according to the schedule established by the City. Time is of the essence.

If weather conditions prevent performance, Contractor shall notify the City as soon as practicable and shall resume work promptly when conditions permit. Weather delays do not excuse Contractor from maintaining the properties in acceptable condition unless the City agrees otherwise in writing.

For any location identified by the City as requiring priority attention, Contractor shall commence service within ____ hours after notice, unless otherwise approved by the City.

7. City Representative

The City designates _____ or designee as the City's representative for day-to-day coordination under this Agreement. The City may change its representative by written notice.

8. Compensation

The City shall pay Contractor in accordance with **Exhibit B** for Services properly performed and accepted by the City.

Unless otherwise provided in Exhibit B:

1. Contractor shall submit invoices no more frequently than weekly;
2. Each invoice shall identify the service period, location(s), date(s) of service, unit price(s), and total amount due;
3. Payment is contingent upon the City's verification and acceptance of the Services; and
4. The City shall have the right to withhold payment for deficient, incomplete, unperformed, or disputed Services until corrected or resolved.

No additional compensation shall be due unless authorized in writing by the City.

9. Appropriations; Fiscal Funding

Notwithstanding any other provision of this Agreement, the City's obligations are subject to the availability and appropriation of lawfully budgeted funds. In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the City may terminate this Agreement without penalty upon written notice to Contractor.

10. Independent Contractor

Contractor is and shall remain an independent contractor and not an employee, agent, partner, or joint venturer of the City. Contractor shall have exclusive control over its employees, subcontractors, methods, and operations, subject to the requirements of this Agreement. Contractor is solely responsible for wages, taxes, insurance, benefits, and all other obligations relating to its workforce.

11. Personnel and Subcontracting

Contractor shall provide sufficient qualified personnel to perform the Services safely and competently. The City may require removal from City property of any individual who is unsafe, disruptive, unqualified, or otherwise unacceptable to the City.

Contractor shall not subcontract all or any material portion of the Services without the City's prior written consent. Approval of a subcontractor shall not relieve Contractor of any duty or liability under this Agreement.

12. Equipment and Safety

Contractor shall maintain all equipment in safe, operable condition and use equipment appropriate for the terrain and conditions of each location. Contractor shall comply with all applicable OSHA and safety requirements and shall take all necessary precautions to protect persons and property.

Contractor shall provide appropriate traffic control, cones, warning devices, and safety measures whenever work occurs near streets, sidewalks, trails, parking areas, or public access points.

13. Damage to Property

Contractor shall be responsible for damage to real or personal property caused by Contractor or its employees, agents, or subcontractors in the performance of the Services, to the extent caused by their negligent acts or omissions or willful misconduct. Contractor shall promptly notify the City of any such damage and shall, at the City's election, either repair the damage to the City's satisfaction or reimburse the City for the cost of repair.

14. Inspection and Acceptance

All Services are subject to inspection by the City. If the City determines that any Services are deficient or not performed in accordance with this Agreement, the City may require Contractor to re-perform or correct the Services at no additional cost within the time specified by the City.

If Contractor fails to timely cure deficient performance, the City may, in addition to any other remedy, perform or obtain the work from another source and deduct the resulting cost from amounts due to Contractor.

15. Termination

15.1 Termination for Convenience

The City may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days' written notice to Contractor.

15.2 Termination for Cause

Either Party may terminate this Agreement for material breach if the other Party fails to cure such breach within ten (10) days after written notice, or within such longer cure period as may be reasonable if the breach is not reasonably curable within ten (10) days and the breaching Party promptly begins and diligently pursues cure.

Without limiting the foregoing, the City may terminate for cause for repeated deficient performance, failure to maintain insurance, failure to comply with safety requirements, abandonment of work, insolvency, or violation of law.

15.3 Effect of Termination

Upon termination, Contractor shall immediately stop work except as directed by the City, protect work in progress, and deliver to the City any records or materials relating to the Services requested by the City. The City shall pay Contractor for Services properly performed and accepted through the effective date of termination, less any offsets or damages to which the City is entitled.

16. Insurance

Contractor shall maintain the insurance described in **Exhibit C** throughout the term of this Agreement and shall furnish certificates of insurance acceptable to the City before beginning work. Contractor shall provide at least thirty (30) days' prior written notice to the City of cancellation or material reduction in coverage, to the extent such notice is available from the insurer.

17. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City of Broken Arrow, Oklahoma, and its officers, employees, and agents from and against claims, demands, damages, losses, liabilities, judgments, fines, penalties, and costs, including reasonable attorney fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by them in connection with the performance of this Agreement.

Nothing in this Agreement shall be construed as requiring the City to indemnify, defend, or hold harmless Contractor or any third party, or as a waiver of any rights, defenses, immunities, or limitations available to the City under the Oklahoma Governmental Tort Claims Act or other applicable law.

18. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and rules in performing the Services, including those relating to employment, immigration, taxes, safety, environmental matters, traffic safety, and licensing.

If applicable under Oklahoma law, Contractor shall register and participate in the Status Verification System and comply with all affidavit and verification requirements relating to employee work authorization.

19. Immigration Compliance

Contractor shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the

Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

20. Nondiscrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, veteran status, or any other status protected by applicable law.

21. Nondiscrimination Against Firearm Entities and Firearm Trade Associations

If and to the extent applicable under 21 O.S. § 1289.31, Contractor hereby verifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined by Oklahoma law, and Contractor further verifies that Contractor will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

22. Records; Audit

Contractor shall maintain complete and accurate records relating to the Services, including schedules, work logs, invoices, payroll records if requested as permitted by law, equipment records, and documentation supporting amounts billed, for at least three (3) years after final payment or longer if required by law. Upon reasonable notice, the City may inspect and copy such records to the extent relevant to this Agreement.

23. Notices

All notices required under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

If to City:

City of Broken Arrow

Attention: _____

220 South First Street

Broken Arrow, Oklahoma 74012

With a copy to:

City Attorney's Office

City of Broken Arrow

220 South First Street

Broken Arrow, Oklahoma 74012

If to Contractor:

Attention:

A Party may change its notice address by written notice to the other Party.

24. Assignment

Contractor shall not assign this Agreement or any right or obligation hereunder without the City's prior written consent. Any attempted assignment without consent is void.

25. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and does not create any right in or benefit for any third party.

26. Force Majeure

Neither Party shall be liable for delay caused by events beyond its reasonable control, including acts of God, severe weather, fire, flood, war, terrorism, epidemic, governmental action, labor disputes, or other similar causes, provided that the affected Party gives prompt notice and uses reasonable efforts to resume performance. This provision does not excuse Contractor's obligation to maintain adequate staffing, equipment, supplies, or ordinary weather planning.

27. Sovereign Immunity; No Waiver

Nothing in this Agreement shall be construed as a waiver of the City's rights, defenses, immunities, or limitations under the Oklahoma Governmental Tort Claims Act, the Oklahoma Constitution, or other applicable law.

28. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Oklahoma, without regard to conflicts of law principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Tulsa County, Oklahoma, or Wagoner County, Oklahoma, as applicable.

29. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties and approved by the City as required by law.

30. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

31. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures transmitted electronically or in PDF format shall be deemed effective to the fullest extent permitted by law.

32. Authority to Execute

Each person signing this Agreement represents that he or she has full authority to bind the Party on whose behalf the Agreement is executed.

CITY OF BROKEN ARROW, OKLAHOMA

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR [ENTITY NAME]

By: Goodacre Lawn Care LLC

Name: Nathan Goodacre 

Title: Owner

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide mowing and related grounds maintenance services for the locations identified by the City, which may include parks, drainage areas, detention ponds, lift station sites, rights-of-way, easements, vacant parcels, public facilities, and other City-designated properties.

Unless otherwise directed by the City, the Services shall include:

1. **Mowing:** Cut all designated turf and grassy areas to a reasonably uniform height acceptable to the City.
2. **String Trimming/Weed Eating:** Trim around signs, poles, trees, fences, buildings, headwalls, inlets, riprap edges, mailboxes, utility appurtenances, benches, playground edges, and other obstacles not accessible by mower.
3. **Edging:** Edge sidewalks, curbs, medians, trails, drives, parking islands, and similar hardscape areas as requested by the City.
4. **Blowing/Cleanup:** Remove clippings and debris from paved surfaces, sidewalks, curbs, trails, and structures after mowing.
5. **Litter Pickup:** Pick up conspicuous litter and debris in the immediate work area before or during mowing as necessary for safe and acceptable performance.
6. **Brush/Overgrowth Control:** Cut light overgrowth or volunteer growth in routine service areas to the extent included in the pricing; heavier brush removal shall be performed only if specifically authorized.
7. **Special Requests:** Perform call-out or extra services, including priority mowing, overgrown lot cleanup, storm cleanup-related mowing, or re-service, when authorized by the City.

Performance Requirements

- Contractor shall inspect each assigned location before beginning work.
- Contractor shall avoid damage to fencing, trees, bark, landscaping, irrigation systems, utilities, headwalls, culverts, signs, markers, and structures.
- Contractor shall not blow grass clippings into streets, storm drains, private property, vehicles, or pedestrians.
- Gates shall be left in the same open/closed position in which they were found unless otherwise directed.

- Contractor shall immediately notify the City if access is blocked, a site condition is unsafe, or a location appears to require services outside the agreed scope.

Service Frequency

Routine service frequency shall be as directed by the City, which may vary by season, growth conditions, weather, and site type. The City may increase or decrease mowing frequency by written or emailed direction.

Locations

The City shall provide a list, map, route sheet, task order, or similar written identification of service locations. The City may revise the list from time to time.

EXHIBIT B

COMPENSATION AND PAYMENT

Choose one of the following pricing structures, or revise as needed:

Hourly and Equipment Rates for Call-Out Work

Labor & Equipment Category Rate

Laborer/Grounds Crew \$ _____/hour

Zero-turn mower with operator \$ _____/hour

Tractor/brush hog with operator \$ _____/hour

String trimmer/blower crew \$ _____/hour

Lump Sum

The total compensation shall be payable per area according to the bid value provided under the Project Areas in the bid documents.

Invoicing Requirements

Each invoice shall include at a minimum:

- Agreement number, if any;
- Invoice date and number;
- Dates of service;
- Location(s) serviced;
- Description of work performed;
- Applicable unit prices or rates; and
- Total amount due.

Invoices shall be submitted to: _____

The City shall not be obligated to pay late fees, finance charges, interest, mobilization charges not expressly approved, fuel surcharges not expressly approved, or minimum service fees unless specifically authorized in this Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Before beginning work, Contractor shall furnish Certificates of Insurance evidencing the following minimum coverages with insurers licensed or authorized to do business in Oklahoma and reasonably acceptable to the City:

1. **Commercial General Liability** – not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
2. **Automobile Liability** – not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles.
3. **Workers' Compensation** – statutory limits as required by Oklahoma law.
4. **Employers' Liability** – not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

The City may require higher limits for particular locations or services.

The Commercial General Liability policy shall name the City of Broken Arrow, Oklahoma, and its officers, employees, and agents as Additional Insureds for ongoing operations, to the extent commercially available.

All policies shall be primary and non-contributory to the extent of Contractor's negligence and to the extent commercially available, except that nothing herein shall expand Contractor's indemnity obligations beyond what is permitted by law.

Contractor shall require any approved subcontractor to maintain insurance appropriate to the subcontractor's work.