

## General Procedures

### **I. SUPERVISION**

- A. **J & J BOWERS LAWNCARE, LLC** management will stay in close contact with our crew chief, as well as the CLIENT, concerning all work performed.
- B. All **J & J BOWERS LAWNCARE, LLC** personnel will be trained and supervised so as to perform at the best of their ability in order to accomplish the work you, the CLIENT, deserve.
- C. All personnel will be checked regularly as to performance and ability to maintain **J & J BOWERS LAWNCARE, LLC** standards.

### **II. SECURITY PROCEDURES AND INSURANCE**

- A. **J & J BOWERS LAWNCARE, LLC** management will work closely with the CLIENT in regard to the use of acceptable personnel.
- B. A card file will be set up on all **J & J BOWERS LAWNCARE, LLC** personnel utilized on project.
- C. Each **J & J BOWERS LAWNCARE, LLC** employee is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Service Bonding, General Liability, and Workers' Compensation coverages provide protection to our CLIENT's for claims which might arise due to actions by **J & J BOWERS LAWNCARE, LLC** personnel.
- D. **J & J BOWERS LAWNCARE, LLC** personnel will check to insure that facilities are properly secured as appropriate, before they leave the premises.

### **III. WAGE SCALE**

- A. All personnel will be paid no less than minimum scale as required by Federal Law.
- B. Work hours, work week, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

## **Maintenance Agreement**

THIS AGREEMENT is made and entered into effective as of the 6th day of April, 2021, by and between **J & J BOWERS LAWNCARE, LLC** and the **CITY OF BROKEN ARROW**("CLIENT").

WITNESSETH:

WHEREAS: **CLIENT** is desirous of the services of **J & J BOWERS LAWNCARE, LLC**, for the purpose of keeping facilities properly maintained as outlined, and;

WHEREAS: **J & J BOWERS LAWNCARE, LLC** is in the business of providing maintenance and desires to contract and agree with **CLIENT** for the performance of said services to be further set out in this agreement.

NOW THEREFORE: In consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to be paid therefore and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed and the mutual benefits to each of the parties therefore, it is hereby contracted and agreed as follows:

### **I.**

The premises making up the working area of the contract will be known further in the contract as the Named Areas, which are defined as:

The services will be performed at the Named Areas listed on Exhibit A.

**J & J BOWERS LAWNCARE, LLC** agrees to service the Named Areas listed on Exhibit A per the pricing schedule listed on the Exhibit.

## II.

**J & J BOWERS LAWNCARE, LLC** agrees to furnish all equipment, tools, and paraphernalia necessary to the performance of the duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Maintenance Schedule attached hereto and by specific reference made a part hereof.

**CLIENT** warrants that the premises to be serviced by **J & J BOWERS LAWNCARE, LLC** are free of asbestos, hazardous materials and hazardous waste materials and or hold **J & J BOWERS LAWNCARE, LLC** harmless from any and all liability for its personnel's exposure to such hazardous of harmful conditions.

## III.

In consideration of the faithful performance by **J & J BOWERS LAWNCARE, LLC** of the duties hereunder, **CLIENT** agrees to pay the monthly total that is due on the first date of each month for the rendition of the immediately preceding month's service during the term hereof. Services will be provided on an as needed basis. (Credits for nationally recognized holidays are pre-determined and given as part of the monthly charge herein. No adjustments will be made for said holidays.) **J & J BOWERS LAWNCARE, LLC** will provide a monthly invoice (as shown on Exhibit B) listing the areas that were serviced and the amount owed per Named Area.

## IV.

It is expressly agreed that **J & J BOWERS LAWNCARE, LLC** is not and shall not be, during the term hereof, employees of the **CLIENT** but are independent contractors, and in this regard **J & J BOWERS LAWNCARE, LLC** will not be within the protection or coverage of **CLIENT'S** Worker's Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to **J & J BOWERS LAWNCARE, LLC** herein, the same being contract payments and not wages.

**V.**

It is agreed that **J & J BOWERS LAWNCARE, LLC** will select all representatives to perform its obligations hereunder. **CLIENT** warrants covenants and agrees that during the term of this agreement and within one hundred twenty (120) days after termination, that **CLIENT** will not employ any employees, supervisors or members of management of **J & J BOWERS LAWNCARE, LLC**. **J & J BOWERS LAWNCARE, LLC** warrants, covenants and agrees that during the term of this agreement and within one hundred twenty (120) days after termination, it will not employ any employees, agents or representatives of **CLIENT**.

**VI.**

A. The term of this agreement shall be from April 9, 2021 to April 9, 2022, and may at the election of **CLIENT** and **J & J BOWERS LAWNCARE, LLC**, be extended and renewed in writing on successive anniversary dates on the same terms and conditions.

**VII.**

In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees as well as court costs and damages as part of any judgment entered in its favor.

This agreement is not assignable without the written consent of the other party, which may be withheld in such other party's sole discretion. This agreement reflects the entire agreement between the parties with respect to the matters addressed herein and there are no agreements, oral or otherwise, except those expressed herein. The parties agree that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

**Client**

**Mayor**

**City of Broken Arrow**

(Company Name)

**220 South First Pl.**

(Company Address)

**Broken Arrow, OK 74013**

(City, State, Zip)

**Vendor**

**President**

**J & J BOWERS LAWNCARE, LLC**

(Company Name)

**612 South Bristow Avenue**

(Company Address)

**Coweta, OK 74429-2084**

(City, State, Zip)

