

# THE CITY OF BROKEN ARROW AND AMERICAN SERVICES, INC. AGREEMENT

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 **American Services, Inc.**, of Tulsa, Oklahoma.

**WHEREAS**, said American Services, Inc., 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 ground maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay American Services, Inc., 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 Quotation hereinafter know as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of American Services, Inc.: American Services, Inc. hereby agrees to complete the work identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES** identified in Exhibit "A". American Service, Inc. will provide all necessary equipment to perform such duties. Any ruts and/or damages caused by American Services, Inc. will be repaired by American Services, Inc. as soon as practicable at no cost to the City. The dates during which the work shall be completed shall be determined by a City of Broken Arrow Department designee based on active growing conditions and available funding.

III. Compensation: American Services, Inc. agrees to perform the tasks as identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES**, in accordance with the bid previously submitted and included in Exhibit "A". More specifically, American Services, Inc. shall be paid \$1073.06 per completed grounds maintenance cycle. American Services, Inc. shall submit an invoice to the City weekly, at the completion of each grounds maintenance cycle, with the date and services provided to each project site.

IV. Duties of the City: In consideration of the agreement on the part of American Services, Inc. the City agrees to pay American Services, Inc. in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until September 30<sup>th</sup> 2025.

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: American Services, Inc. shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: American Services, Inc. hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City

IX. Indemnify: American Services, Inc. shall defend, 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 arising from any act or omission by American Services Inc., or its contractors or agents, in the performance of, or the failure to perform, its duties under this agreement.

X. Complete Agreement and Amendment: American Services Inc. 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 at the sole discretion of the City of Broken Arrow at any time, without prior notice.

**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.

**AMERICAN SERVICES, INC.:**

**CITY OF BROKEN ARROW:**

By: Logan Hendrix

By: Michael Spurgeon

Title: VP

Title: City manager

Date: 4/2/2025

Date: 4/2/2025

ATTEST:

Secretary

(SEAL}

ATTEST: Curtis

(Seal) City Clerk



APPROVED AS TO FORM:

Rachel Fields

Attorney for the City





# Exhibit A

**LOGISTICS DIVISION**  
1700 W. Detroit, Broken Arrow. OK 74012  
Office (918) 259-7000 ext 7368 Fax (918) 259-8376

## QUOTE

Due Date      Time  
3/21/2025 12:00 PM

Fax 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
		*Provide a unit cost for the required maintenance services as outlined in the attached "Grounds Maintenance Specs" (Price per Individual Cycle)		
1	EA	Jackson Park	413.64	413.64
1	EA	Castlegate Detention Facility	121.26	121.26
1	EA	City Hall & Annex Building Grounds and Lots	175.18	175.15
1	EA	Rockwood East Park	60.64	60.64
1	EA	Timberbrook Park	67.36	67.36
1	EA	Main Place Complex	60.64	60.64
1	EA	Battle Creek Pocket Park	60.64	60.64
1	EA	Seniors Activiety Center	113.69	113.69
		Contact Park Maintnace at (918) 455-8004 for any questions.		
		Vendor MUST provide Insurance Certificate that meets the City of Broken Arrow's minumum insurance requirements.		

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

GRAND TOTAL 1073.06

**Important Notice:** The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City. The City reserves the right to accept by item, groups of items or all items.

**Bidder must complete the following section:**

Quote is valid for 30 days

Name of bidder:

Address:

American Services inc  
10323 E 50th St Tulsa OK 74146  
Street City State Zip

Attention:

Phone# / Fax#

918-624-1091

[Signature]  
Signature of Bidder's Authorized Representative

3/17/25  
Date



## Grounds Maintenance Specs

### PROJECT SITES:

- 1) Jackson Park: 4800 W. Washington St.; Approx 11 acres
- 2) Castlegate Detention Facility: 4800 W. Washington St. (North of Jackson Park) Approx 1.5 acres
- 3) City Hall Complex: 200 S. 1<sup>st</sup> St., All turf areas around building and associated parking lots
- 4) Rockwood East Park: 901 W Queens St., Approx .50 acre
- 5) Timberbrook Park: 1200 N 52<sup>nd</sup> St., Approx .75 acre
- 6) Main Place: 1800 S. Main St., Approx .75 acres (includes Main Street frontage area between curb and sidewalk)
- 7) Battle Creek Pocket Park: 3200 N Battle Creek Drive, Approx .50 acre
- 8) Senior Activity Center: 1811 S. Main St., All turf around building, fencing, parking lot and medians

### SCOPE OF WORK:

Furnish all labor, equipment, and materials to provide the specified Grounds Maintenance services as outlined in the "Required Service" section for the following project sites. Project #1 and #2 sites are adjacent to each other, and ground maintenance should be completed jointly. Each project area shall be quoted separately on a per maintenance cycle cost basis. The services to be contracted will be determined based upon each project site's need and funds available and there is no guaranteed amount of work. The City of Broken Arrow reserves the right to award quote by item, one or more groups of items or all the items in the quote, whichever is most advantageous for the City of Broken Arrow.

### REQUIRED SERVICES:

Contractor shall provide the following services during each maintenance cycle:

- 1) All litter should be removed from the mowing areas prior to services.
- 2) Grounds maintenance cycle shall include mowing, trimming, edging, dispersal of excessive clippings and power blowing all hard surfaces. *Chemical edging sidewalk cracks may be used with prior approval from the Parks Department's designee. Chemical applications shall not be made to vegetation growing within or near aquatic areas.*

### ANTICIPATED GROUNDS MAINTENANCE SCHEDULE:

The anticipated ground maintenance period will run May 2025 through September 2025. The City of Broken Arrow Parks Department's designee will determine beginning and ending dates based on active growing conditions and available funding. The grounds maintenance season will have a maximum of 20 maintenance cycles per site. There will be no guaranteed minimum number of mowing cycles per site, per maintenance season. The City of Broken Arrow may stop services at any time without notice due to lack of budget funding, lack of services needed, poor service or any other unspecified reason. A maintenance cycle will typically be required weekly during active growing season. The weekly maintenance cycle will begin on Monday and end on Sunday. Mowing cycles typically should have a minimum 6-day period between cycles and a maximum of 10 days allowed between cycles, unless authorized by the City of Broken Arrow Park's designated inspector. Maintenance cycles should be scheduled in a manner to provide the least amount of disruption to park or building activities.

The Contractor should take appropriate work measures needed for the safety of the park patrons during each grounds maintenance cycle. Contractor shall immediately notify the City of Broken Arrow Parks Department designee of any damages that occurs to City property or to private property adjacent to a project site.

It shall be mandatory that a review of each site area be conducted prior to the beginning of the first maintenance cycle. The Contractor and the City of Broken Arrow Parks Department's designee shall attend such a review. The review of the project area will outline which sections, if not all, will receive the required services.

The Contractor will be required to notify the City of Broken Arrow Parks Department's designated inspector when a maintenance schedule has been determined for each site and notify the inspector if there are any changes in the maintenance schedule. The Contractor shall provide the City of Broken Arrow a service invoice weekly for all completed work during a maintenance cycle. The City of Broken Arrow Parks Department's designated inspector will check all project sites before signing off for payment.