

# THE CITY OF BROKEN ARROW AND GERALD JIMENEZ/DBA ARW CARE AGREEMENT

This agreement made and entered into this 1 day of MAY, 2021, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **GERALD JIMENEZ/ DBA: ARW CARE**, of Broken Arrow, Oklahoma.

**WHEREAS**, said Gerald Jimenez/DBA: ARW Care, 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/DBA: ARW Care, 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 Proposal 19.154 is hereby adopted as part of this agreement.

**II. Duties of Gerald Jimenez/DBA: ARW Care:** Gerald Jimenez/DBA: ARW Care hereby agrees to complete the work as outlined in the Request for Proposal 19.154, for the designated rose plants in the Rose District and. Such areas are outlined in the Request for Proposal 19.154. Gerald Jimenez/DBA: ARW Care will provide all necessary equipment to perform such duties.

**III. Compensation:** Gerald Jimenez/DBA: Gerald Jimenez/DBA: ARW Care will agree to perform the tasks as described in the Request for Proposal 19.154 for the designed areas in the outline in the Proposal 19.154, in accordance with the bid previously submitted, more specifically, Gerald Jimenez/DBA: ARW Care shall invoice the City monthly in the amount of \$2,800.00 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/DBA: ARW Care, the City agrees to pay Gerald Jimenez/DBA: ARW Care in accordance with Request for Proposal 19.154.

**V. Term:** This agreement shall be effective as of May 1, 2021 and shall continue until April 30, 2022. This proposal has the option to renew up to four years. The option to renew must be exercised by a written request, at the option of the City subject to annual appropriation.

**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/DBA: ARW Care shall not delegate or subcontract its duties under this agreement without the prior written consent of the City.

**VIII. Insurance:** Gerald Jimenez/DBA: ARW Care hereby acknowledges it is insured in accordance with the minimum insurance amounts as listed in the Request for Proposal 19.154.

**IX. Indemnity:** Gerald Jimenez/DBA: ARW Care shall indemnify, defend 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/DBA: ARW Care or anyone under agreement with Gerald Jimenez/DBA: ARW Care to perform duties under this agreement.

**X. Complete Agreement and Amendment:** ARW Care 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/DBA: ARW CARE:**

By: Gerald K. Jimenez

Title: Owner

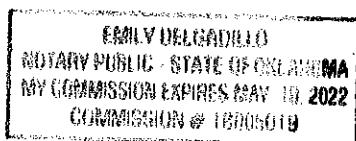
Date: 4/7/2021

**CITY OF BROKEN ARROW:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ATTEST:

(Seal) City Clerk

Secretary

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

3.25.21

Arwcare is a service company specializing in rose care and maintenance.

**Arwcare**  
408 S 50th St  
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:3/20/2019

# Rose Maintenance

June 18, 2018

City of Broken Arrow

\$33,600 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 six years of experience. I specialize in different types of roses, hydride-Teas, floribundas, climbers, miniatures, shrubs roses including the drift types and knock-out roses. I understand the different characteristics and the purpose of theses are not the same from shape and size.



# OKLAHOMA SECRETARY OF STATE

Mike Hunter  
Secretary of State

421 N.W. 13th, Suite 210  
Oklahoma City, OK 73103

Mary Fallin  
Governor

February 6, 2017

## RECEIPT

Page 1 of 1

Attn: GERALD JIMENEZ  
ARW CARE  
408 S 50TH ST  
BROKEN ARROW OK 74014

Client ID: 202895763

Session ID:

Process Date: 02/06/2017

Receive Date: 02/04/2017

Document Number	Document Detail	Filing Number	Entity Name	Page Count	Fee
32654690002	Trade Name Report	3612598133	GERALD JIMENEZ		\$25.00

32654690003 Credit Card Surcharge Document	\$1.00
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Total Document Fees	\$26.00
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Payment Type	Payment Reference	Amount
		\$26.00
	Total Payments Received	\$26.00

**Note:** Any overpayment will be refunded within 15 days of receipt of written request, or an automatic refund will be issued in 60 days.  
Evidence of Filed Document(s) or Orders(s) requested is enclosed.  
Please include Client ID number on all correspondence.

## CLIENT REFERENCES

Organization: Clayton & Pat Woodrum (CPA)  
Address: 4115 S Lewis Ave Tulsa OK 74105  
Contract Person: Pat Woodrum Phone: 918 874-5981  
Date of Services: 2017 - 2019  
Description/Scope of Services: Maintain Rose Beds

Organization: Bob Peterson (CEO Milton Truck Lines)  
Address: 2542 E. 33rd St Tulsa OK 74105  
Contract Person: Bob Peterson Phone: 918 605-3383  
Date of Services: 2018 - 2019  
Description/Scope of Services: Maintain Rose Beds

Organization: Charlene Kaiser  
Address: 4725 E 181st St I Bixby 74008  
Contract Person: Charlene Kaiser Phone: 918 645-6652  
Date of Services: 2017 - 2019  
Description/Scope of Services: Maintain Rose Beds

Organization: Lind Jones Private Investigator  
Address: 19 E 26th Pl Tulsa OK 74114  
Contract Person: Lind Jones Phone: 918 583-4749  
Date of Services: 2017 - 2019  
Description/Scope of Services: Maintain Rose Beds



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Harmon Insurance</b> <b>709 W Washington St</b> <b>Broken Arrow, OK 74012</b>			CONTACT NAME Emily Delgadillo		
				PHONE (918)281-2611	FAX (918)281-2612	
				EMAIL emily@harmonline.com		
				INSURER(S) AFFORING COVERAGE		NAIC #
				<b>INSURER A: Grain Dealers Mutual Ins Co</b>		<b>22098</b>
				<b>INSURER B: CompSource Mutual Ins Co</b>		<b>36188</b>
INSURED	<b>Gerald Jimenez</b> DBA: ARW Care 408 S 50th St Broken Arrow, OK 74014-1674			INSURER C:		
				INSURER D:		
				INSURER E:		
				INSURER F:		

## COVERAGEs

CERTIFICATE NUMBER: 00008912-208080

REVISION NUMBER: 12

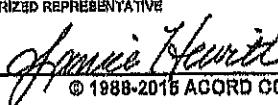
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BLDG INGD. W/D.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MPP0250F	02/22/2021	02/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (as occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - OMP/OP AGG \$ 2,000,000 \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> WIC: <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		B1P9240F	02/22/2021	02/22/2022	COMBINED SINGLE LIMIT (as accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$ \$	
DED	RETENTION						
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	03237410 20 1	07/01/2020	07/01/2021	X PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Broken Arrow Parks Department 485 North Popular Ave Broken Arrow, OK 74012	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>  <div style="text-align: right;">(ELK)</div>
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## PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

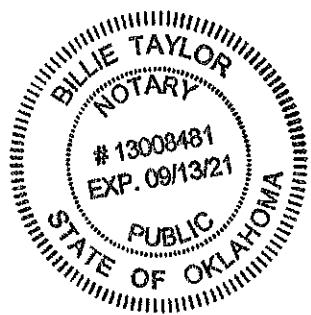
Geabel K. Jimenez, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of ARWCARE, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

x Geabel K Jimenez

Subscribed and sworn to before me this 20<sup>th</sup> day of March, 2019

My Commission Expires: 09/13/21

Bonnie L. Taylor  
Notary Public (or Clerk or Judge)



**THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND  
NOTARIZED**

## INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Gerald K Jimenez, Of lawful age, being first duly sworn, states that s/he is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

No one

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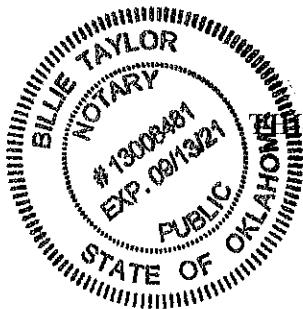
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For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X Gerald K Jimenez  
Subscribed and Sworn to before me this 20th day of March  
2019

My Commission Expires: 09/13/21

Belle Lang  
Notary Public



THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND  
NOTARIZED

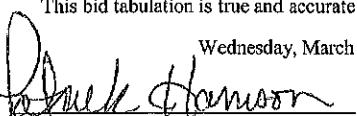
RFP 19.154  
Rose Maintenance  
Bid Date 03/27/2019

Item		ARW Care
Specification	Months	Rose Maintenance
Rose District Maintenance: 62 planters w/440 Rose bushes.	12	\$2,800.00
Total		\$33,600.00

Bids were sent to 8 vendors

This bid tabulation is true and accurate to the best of my knowledge

Wednesday, March 27, 2019



Patrick Harrison

Purchasing Manager

# **CITY OF BROKEN ARROW**

## **REQUEST FOR PROPOSAL**

### **Rose Maintenance**

### **RFP 19.154**

Date: March 1<sup>st</sup> 2019

The City of Broken Arrow, Oklahoma (the “City”), desires to select a firm to perform Rose Maintenance, within the Rose District.

If you or your firm is interested in participating in the solicitation and review process, please **submit your proposal, including a description of your services and fees and return to the City of Broken Arrow, Purchasing Department 1700 West Detroit, Broken Arrow, Oklahoma 74012 on or before 3:30 p.m. CST March 26<sup>th</sup>, 2019. Bid opening will be March 27<sup>th</sup>, 2019 10:30 am at the Broken Arrow Purchasing Office Building 1700 West Detroit, Broken Arrow, Ok, 74012**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the City of Broken Arrow’s City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted the City of Broken Arrow is subject to the Oklahoma Open Records Act (51 O.S. §24.1A et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by bidders. The successful proposer shall understand, however, that their proposal (including any final contracts) will become public record after its acceptance by the City Council.

Phil Hink  
Acting Parks Director  
City of Broken Arrow  
485 North Poplar Ave.  
Broken Arrow, OK. 74012

Notice is hereby given that the City of Broken Arrow is accepting proposals on the following work:

### **Rose Maintenance**

#### **Objective**

Provide monthly rose maintenance to rose planters within the Rose District. Perform maintenance service in order to sustain the healthiest and most aesthetically pleasing rose bushes at said locations.

#### **Quality Assurance:**

All bidders must have minimum 5-years of experience with the field of rose plant maintenance. Bidders should have maintained projects of similar size and quality. References of current or past similar work projects should be provided.

#### **Rose Plant & Bed Maintenance Specifications:**

- Continual deadheading and 4-D pruning must be performed at least every three weeks for the best aesthetic results and health of said rose bushes. Trimming, leaves, branches and dead-headings shall be removed after each maintenance cycle. Any tools and equipment must be disinfected between each and every rose bush using a 1:10 chlorinated bleach solution for the prevention of potential fungal or viral spread. Anvil pruners should never be used to prune, nor should any non-rose purposed gardening tool such as a hedge trimmer.
- Fungicidal and insecticidal schedule must be rotated throughout the growing season to prevent pesticidal resistance. The use of lit microscopes of 20x magnification should be used to prevent an influx of pests such as aphids or mites. Integrated Pest Management processes should be upheld with prevention being the first action of treatment.
- The use of foliar or granular long-term fertilizers should not be used for the upkeep of said roses. Soluble fertilizer application must be performed at least every three weeks via the root system.
- No herbicides shall be used for weed or grass control without prior approval from the City Horticulturist. Soil must be occasionally tested for salinity, pH and bacterium.
- Maintenance agreement will run for an annual term that starts once agreement has been executed. Contract may be renewed up to four years.
- Bidder will be responsible to inspect all rose plants and inform the City Horticulturist of any plant they deem in poor condition prior the start of the maintenance agreement. Bidder will be responsible to replace any rose plant that dies for any reason other than rosettes disease, irrigation related issues, vandalism or a plant that was identified as in poor condition during pre-agreement inspection. Bidder shall replace any plant with a #1 grade plant, in a #3 or #5 pot. Plant must be preapproved by City Horticulturist prior installation. City Horticulturist will provide required planting specs prior to any replacements.
- 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 City Horticulturist.
- The City of Broken Arrow will provide labor and material to replace bed mulch as needed.
- 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.

Rose District Rose Maintenance Monthly Quote:

Provide rose maintenance to all rose bushes within planters in the Rose district between Ft. Worth Street and Detroit Street 62 planters, with 440 rose bushes.

Proposal submitted shall contain the following:

- a) Pages 5-7 of this document, References, and all Affidavits filled out.
- b) Company's proposal of Rose maintenance
- c) Proof of insurance (The City's Minimum Insurance requirements are included in this proposal.)

City of Broken Arrow, Oklahoma  
Minimum Insurance Amounts

**Owners Liability Insurance:**

Comprehensive General Liability (with Broadform GCL endorsement	
Per Accident.....	\$1,000,000.00
Bodily Injury, per person.....	100,000.00
Property Damage, per claimant.....	100,000.00

**Public Liability, Other Than Automobile:**

Personal Injury, per person.....	\$ 100,000.00
Personal Injury, per accident.....	1,000,000.00
Property Damage, per person.....	100,000.00
Property Damage, per occurrence.....	1,000,000.00

**Automobile and Truck; Hired and Non-owned:**

Personal Injury, per person.....	\$ 100,000.00
Personal Injury, per accident.....	1,000,000.00
Property Damage, per person.....	100,000.00
Property Damage, per accident.....	1,000,000.00

**Employers Insurance:**

Employees Liability, per accident.....	\$ 1,000,000.00
Comprehensive General liability per accident.....	1,000,000.00
Bodily Injury, per accident.....	1,000,000.00
Property Damage, per claimant.....	100,000.00

**Workmen compensation:**

Legal limits required by the State of Oklahoma

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**Arwcare**  
408 S 50th St  
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:3/4/2020

# Rose Maintenance

**2020-2021**

To the City of Broken Arrow

It is my intent to continue to avail our service by renewing the contract. I would offer the same exceptional service.

I look forward to providing this exceptional rose maintenance for the City of Broken Arrow.

Sincerely

Gerald Jimenez

A Rose Whisperer

Arwcare