



AGENDA
LAWTON YOUTH SPORTS TRUST AUTHORITY
SPECIAL MEETING
LAWTON CITY HALL- 212 SW 9th STREET, LAWTON, OKLAHOMA
2ND FLOOR CONFERENCE ROOM
WEDNESDAY, JUNE 28, 2023– 10:00AM

AGENDA

I. CALL TO ORDER/ ROLL CALL

II. BUSINESS ITEMS:

- A. Consider Awarding the Scope of Work Bid for Mowing and Weed Eating at Eastside Park, McMahon Park and Ahlschlager Park for FY 2023-2024 to the lowest bidder - Red River Lawn and Landscape.**

III. ADJOURNMENT

"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

Contractor	Annual Cost
Garza's Green Grass	\$ 113,580.00
KWL Landscape	Written, no bid
Madigan's Lawn Care	Written, no bid
Red River Lawn & Landscaping	\$ 41,250.00

ESTIMATE

Garza's Green Grass of Lawton, LLC

P.O. Box 3629
Lawton, OK 73502
(580) 591-3821



To:
Lawton Youth Sports Authority (Matt Elliot)
212 Southwest 9th Street
Lawton, OK 73501

Estimate #	3251
Estimate Date	06/12/2023
Total Amount	\$113,580.00

Item	Quantity	Price	Tax1	Tax2	Line Total
Eastside Park	36.0	\$1,000.00			\$36,000.00
McMahon Park	36.0	\$1,125.00			\$40,500.00
Ahlschlager Park	36.0	\$1,030.00			\$37,080.00

Subtotal:	\$113,580.00
Tax:	\$0.00
Past Due Amount:	\$0.00
Total Amount:	\$113,580.00

Notes

Thank you for choosing Garza's Green Grass! We appreciate your business!

Description of Work

Services in Grounds Maintenance include:

A. Weekly Mowing, without bagging clippings, Weed eating around fences, poles, stands, structures, and edging of walkways of property grounds during growing seasons: Approximately 36 times per year, weather permitting.

B. Supervisor Survey of Grounds.

*** All services above are performed at their regular intervals weather-permitting.

Service Information

OPTIONAL SERVICES. This estimate does not include the optional services not provided for in the scope of work above. It is understood that we (Garza's Green Grass, LLC.) agree to perform these optional services at a negotiated rate on an as-needed basis with property owner or designee. Owner or manager of Garza's Green Grass, LLC. agrees to survey property regularly for quality control and to address the need for these services by notifying property owner or designee by phone (primary) or email (secondary) upon discovery. These optional services include:

1. Removal and replacement of grass, shrubs, or trees due to damage, disease, or other unforeseeable event that necessitates removal and replacement.
2. Major clean-up of debris from storms, high winds, hail, or other acts of nature wherein trees or shrubs are damaged or downed and require trimming, removal, stump-grinding, etc.
3. Treatment of insect infestation or mitigation of potential insect infestation of plants, shrubs, or trees such as bagworms.
4. Snow Plow Service.
5. Christmas Light Installation.

DELAY OF SERVICE: If weather prevents crews from working on your scheduled day, service will resume the following week on your regularly scheduled day. Please make sure crews have access to grounds on your scheduled day of service to prevent delays.

PAYMENTS \$113580.00 per year with monthly payments of \$9465.00 per month for twelve months. A 5% discount will be applied if services are paid for in full for the year. Services are billed at the end of each month and are due upon receipt. We offer convenient email invoicing and online bill payment or traditional paper invoicing, if preferred. If payment has not been received within 30 days, services will be suspended and account will be placed on hold until payment is made. If payment is not made after 60 days, services will be canceled, account will be closed, and invoices will be turned over to collection. Please notify us ASAP if you are having trouble paying your bill. We make every effort to work with our customers to avoid service suspension and collections.

As you know, your service agreement automatically renews with no action on your part. Unless you desire to make changes to your program, you will receive the same services the next year(s) with the same terms and conditions. However, the pricing for next year(s) includes a modest 5% increase.

COMPANY INFORMATION

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- Fully insured and licensed as required by Oklahoma State Law to include Worker's Compensation and Liability.
- Accredited by the Better Business Bureau and maintains an A+ rating.
- Excellent references from clients for whom large-scale, ongoing lawn care and landscaping work has been performed available upon request.
- Awards:
 - 2016 "Award of Excellence" Outstanding Feature Landscape Display at OKC Spring Remodel & Landscape Show .
 - 2016 - OKC Home & Garden Show "Best Use of a Small Space" - Awarded to a single vendor out of hundreds present with an outstanding booth design.
- Named top 20 service providers of 292 in Oklahoma City by Expertise.com 2016.
- TLC Landscaper Showcase - National Finalist, 2016 • Voted Favorite Lawncare & Landscaper in Lawton by community, 2016.
- * Voted Lawton Constitution Best of Southwest Oklahoma Reader's Choice Best Lawncare & Landscape Company, 2019, 2020, 2021, & 2022.

Certificates of insurance and Letters of Reference are available and will be submitted upon request by notifying office by phone or lawns@garzasgreengrass.com.

Acceptance of Contract

The Client (Lawton Youth Sports Authority / Matt Elliot) and Contractor (Garza's Green Grass of Lawton, LLC.) hereby agree and promise to the following terms:

The Contractor will provide the services as detailed above. An invoice with description of services rendered will be supplied at the end of each month to Client and will pay all charges as specified above.

This contract is for grounds maintenance service for the property located at:

Eastside Park
McMahon Park
Ahlschlager Park

Contract start date: 07/01/2023

Contract end date: 06/30/2024

Either the Client or Contractor may cancel this contract at any time with a thirty day written notice.

In agreement with the above mentioned terms the Client and Contractor sign below:

Client: _____ Date: _____

Contractor: _____ Date: _____

Red River Lawn & Landscaping Contract

This agreement is made and entered into between:

Full Legal Names: Lawton Youth Sports Authority

(Hereinafter referred to as "the Client")

AND

Full Legal Names: Cullen Stahl – Red River L&L

(Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services at the following address: Red Ahlschlager Park (17&G), McMahon Park, & Eastside Park

("Address")

The services provided at the Address must be in accordance to the scope of the work detailed and priced on the **Lawn Care Schedule** which is attached hereto and forms part of this Lawn Care Contract.

- ☒ - Mowing
- ☒ - Edging
- ☐ - Trimming Hedges and Bushes
- ☐ - Flower Bed Maintained
- ☐ - Mulching
- ☐ - Annual Flowers

☒ - Other: Services include everything stated in Youth Sports Authority bid proposal

_____.

Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- ☐ - \$____ / Hour
- ☐ - \$____ / per Job. A "Job" is _____.
- ☒ Monthly: \$3,437.50 (paid each month)

☐ Other: _____.

The term of this Agreement shall commence on July 1, 2023,
And terminate on June 30, 2024.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.

2. Invoices shall be issued at the end of every month with payment due within **10** days from the date of invoice. Returned checks for whatsoever reason shall incur a \$20 fee and overdue accounts shall accrue interest at a rate of **5%** per every 14 days. The Contractor reserves the right to suspend services if payments are not made on time.

3. Obligations of the Contractor

3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.

3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.

3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

4. Obligations of the Client

4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.

4.2. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.

4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.

4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

4.5. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.

5. Liability

5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants

6. Whole Agreement

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties in regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 14 days prior to taking effect.

7. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

8. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Oklahoma and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

To break contract client must pay remaining balance left within the length of terms.

Client's Signature: _____

Contractor's Signature: Cullen Stahl 6/23/23