

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/15/2024

Contract/Agreement Vendor: ServPro of South Tulsa County - Mace Ward

Name of Vendor & Contact Person

mace@servprosouthtulsa.com

Vendor Email Address

Provide full service emergency restoration services for the 2024-2025 school year

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Renewal/District Sites

Reason/Audience to benefit

4/15/2024

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review: James Butler

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *James Butler*

Does this Contract/Agreement utilize technology? YES/NO NO

If yes, Technology Admin: _____

Cabinet Team Member: *[Signature]*

Funding Source: Building Fund 041-2620-438-000-0000-000-041

Fund/Project OCAS Coding

Provide full service emergency restoration services for the 2024-2025 school year including: fire, smoke and soot; water removal; drying and dehumidification; mold mitigation and remediation; catastrophic storm response; move outs; contents restoration; electronics and equipment; document drying; contents claim inventory services. Cost will vary depending on the damage incurred and services needed.

Consent

Action

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



Fire & Water - Cleanup & Restoration™

SERVPRO® Disaster Recovery Team
Team Jones

Tulsa Office: 14690 E Pine Street, Tulsa, OK

Master Service Agreement ("MSA")

This Master Service Agreement ("MSA" or "Agreement") is made by and between **Mill Ave., Inc.** doing business as SERVPRO® of South Tulsa County, with an address at 14690 E Pine Street, Tulsa, OK 74116 ("SERVPRO®" or "Provider") and **Broken Arrow Public Schools (BAPS", or "Client")**, a public school district, with a principal location at 701 S. Main St., Broken Arrow, OK 74012.

As a result of the mutual execution of this MSA, SERVPRO® agrees to provide **BAPS** with Emergency Ready Profile (ERP) on all existing sites, as well as any future building sites that may add and/or acquire. At this time, SERVPRO® will agree to provide this service to at no cost to **BAPS**.

SERVPRO® Emergency Ready Profile - Rather than simply reacting to disaster situations, most clients prefer proactive measures to establish a relationship with a restoration services company. By working with SERVPRO® of Fayetteville, Springdale South, North Washington County to develop a personalized ERP, will receive the benefit of digital data that serves as a quick reference of important building and contact information and can also be an ideal supplement to any well-designed emergency preparedness or contingency program.

"Client" has multiple facilities located throughout Broken Arrow, Oklahoma, and desires SERVPRO® to provide services in accordance with the following agreed upon terms and conditions:

Terms and Conditions:

1. **Term.** This Agreement shall commence on July 1, 2024 and continue for 1 year or until terminated by either party upon thirty (30) days' prior written notice to the other party in accordance with the notice provision herein. This Agreement may be terminated immediately for cause.
2. **Compensation.** BAPS agrees to compensate SERVPRO® for the authorized services rendered in accordance with the agreed upon amount for the disaster site, based on the severity of the disaster and services requested. The amount of compensation for the services will be determined following declaration of the disaster and SERVPRO's evaluation; SERVPRO® will provide a good faith estimated quote for the services prior to or upon commencement of the Services. SERVPRO® will invoice BAPS for the amounts due with sufficient detail to identify the services rendered and the location of where the services were rendered. BAPS will render payment of invoice within thirty (30) days following BAPS' receipt of invoice, subject to any good faith disputed amounts, unless otherwise agreed to in writing. BAPS will communicate any disputed amount on any invoice within fifteen (15) days of BAPS' receipt of invoice and the parties agree to amicably attempt to resolve any disputed amounts within fifteen (15) days of notice. All undisputed amounts on invoices will be paid by the due date.

3. Response Time. In the event of a disaster related call from BAPS, SERVPRO® will take the call and dispatch technicians within one (1) hour of receiving the call and arrive at the disaster site within two (2) hours barring a naturally occurring extenuating factor or conditions beyond SERVPRO's reasonable control, and further provided that the BAPS disaster site is within a fifty (50) mile radius from the SERVPRO® of South Tulsa County, Oklahoma SERVPRO facility. Emergency calls for disaster recovery assistance may result from a storm, fire, flood, or other non-man-made disaster, but such emergency calls can include biohazard, crime scene, vandalism cleanup, or other man-made disasters.

4. Services. SERVPRO® will clean, contain, and/or mitigate the loss caused by the emergency reported, by supplying tools, equipment, materials, labor and other necessary items and sub trades as needed. SERVPRO® agrees to perform all the services in a skilled, qualified, professional, and workmanlike manner in accordance with industry standards and the standards set forth in this Agreement. The services will be performed in a manner acceptable in all respects to BAPS and in compliance with the terms and conditions set forth in this Agreement and applicable federal, state, and local law, rules, codes, ordinances, and regulations. The services include, but are not limited to:

SERVPRO® of South Tulsa County does full-service restoration including:

Fire, Smoke, and Soot
Water Removal
Drying & Dehumidification
Mold Mitigation and Remediation
Catastrophic Storm Response
Move Outs
Contents Restoration
Electronics and Equipment
Document Drying
Contents Claim Inventory Services

SERVPRO® of South Tulsa County offers the following cleaning services:

Air Ducts and HVAC
Biohazard, Crime Scene, and Vandalism
Carpet and Upholstery
Ceilings, Walls, and Hard Floors
Deodorization

24 HOUR EMERGENCY SERVICE

5. Insurance. SERVPRO® represents and warrants that it is fully and sufficiently insured with worker's compensation insurance in an amount set forth by state statutes where the services are to be performed. SERVPRO® also represents and warrants that it shall maintain for the term of this Agreement automobile liability insurance, commercial general liability, and pollution liability insurance with limits of not less than \$1,000,000 per occurrence to cover its employees, and the acts or omissions of itself and its employees, representatives, or agents, with a \$2,000,000 minimum aggregate. SERVPRO® represents that its insurance is carried and shall be maintained through an A or better rated insurance agency and SERVPRO® agrees to waive (and cause its insurance carrier and subcontractors waive) any rights of subrogation

against BAPS for any third party, SERVPRO®, or its employees, representatives, or agents claims arising from the services to be performed under this Agreement, except where BAPS is grossly negligent or engages in willful misconduct. Prior to the commencement of any work or services, (unless specifically waived by BAPS), and upon any annual request for the term of this Agreement, SERVPRO® agrees to provide a certificate of insurance to reflecting the insurance coverage requirements herein, showing proof of insurance, any bond coverage requirements, and shall evidence and identify any exclusions or retentions to coverage. The certificate of insurance will be in a form satisfactory to BAPS. All costs and expenses of insurance requirements and coverage shall be borne by SERVPRO®. SERVPRO® shall at all times remain liable and responsible for the acts and omissions of its employees, agents, invitees, or representatives in connection with the services being performed on BAPS' premises and at BAPS' locations. Notwithstanding the foregoing, BAPS at BAPS' expense, will maintain sufficient property insurance coverage, covering the designated property and location from losses resulting from fire, tornado, and other natural or man-made disasters and the acts and omission of BAPS, or its employees, representatives, or agents.

6. Confidentiality. SERVPRO® and its team members, including but not limited to employees, agents, representatives, and subcontractors will keep any and all information pertaining to the emergency situation confidential or any information to which such persons may come into contact with in connection with the services confidential, unless otherwise required by law, or to protect life, safety or health. SERVPRO® agrees that during this Agreement and performance of services for BAPS that it may receive or be privy to confidential and proprietary information of BAPS, its parent, affiliates, divisions, or subsidiaries (collectively included in the term BAPS). SERVPRO® agrees to use reasonable security precautions to protect against the unauthorized disclosure, release, access, use, or dissemination of such confidential and proprietary information and agrees not to take or remove any "Confidential Information" (as defined below) from BAPS premises without its written consent. Confidential information includes, but is not limited to all files, records, data, reports, financial information, employee information, affiliate information, systems, networks, products, schedules, marketing, correspondence, lists, trade names, trademarks, copyrights, policies, procedures, operations, disaster recovery information, property status, and other similar documentation and information, regardless of format or confidentiality markings thereon, ("Confidential Information"). SERVPRO® will ensure that all its employees, representatives, agents, and subcontractors are fully aware of the confidentiality obligations herein and agree to be bound by these provisions of confidentiality. In the event of any breach or default of this provision or unauthorized use or disclosure of Confidentiality Information, SERVPRO® will immediately notify BAPS and reasonably assist BAPS in the mitigation of any damages. BAPS shall be entitled to seek injunctive relief in addition to other remedies available at law or in equity for any default of this section. Confidential information shall at all times remain the property of BAPS and any authorized Confidential Information provided to SERVPRO® shall be returned or destroyed, at BAPS' option, upon any request of BAPS or any termination of this Agreement.

7. Security. If unsafe conditions occur while SERVPRO® is performing services, or if directed by federal, state or local law or regulatory officials, either SERVPRO® or the emergency coordinator will have the right to stop work on the project and SERVPRO® will immediately notify BAPS. In

addition, all SERVPRO® employees, sub-contractors, and associates will have current background checks available upon request.

8. Indemnity. SERVPRO® agrees that in consideration of services rendered and to be rendered to BAPS under this Agreement, SERVPRO® will indemnify, save and hold harmless BAPS, its parent, affiliates and subsidiaries, their successors, assigns, directors, officers, employees, agents and representatives from and against all damages, loss, liability, claims, judgments, causes of actions, expenses, or lawsuits of whatever nature or character caused by, attributable to, or resulting from any act or omission of SERVPRO®, or any of its affiliates, subsidiaries, suppliers, employees, agents, or representatives performing work duties or services under this Agreement.

9. Entire Agreement. This Agreement contains the complete and exclusive understanding of the parties and supersedes all prior agreements, statements, or representations either written or oral. This Agreement may not be changed, modified, amended, except by written document signed by an authorized representative of each party.

10. Notices. Any written notice required to be given by one party to the other party hereunder shall be deemed effective if sent by registered or certified US mail, (postage prepaid with return receipt), reputable overnight courier, or hand delivered to the addresses first provided above or at any other address, which may be provided during the term of this Agreement by either party to the other in the manner provided above. Facsimile and electronic mail may be an acceptable form of communication between the parties but shall not be an acceptable method of notice for legal purposes.

11. Counter Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute the same instrument.

12. Electronic Signatures. This Agreement may be signed and transmitted by facsimile or scanned and electronically sent as a pdf document or image. Such signatures shall be deemed to have the same force and effect as an original "ink" signed document.

13. Assignment. SERVPRO® shall not assign any rights, obligations, or interest under this Agreement, without BAPS' prior written consent.

14. Independent Contractor and Contractor Obligations. This Agreement shall not create or purport to create any fiduciary relationship, a relationship of principal and agent, employer and employee, partnership, joint venture, or any other similar relationship between the parties and SERVPRO shall always be deemed an independent contractor for services. The parties agree that SERVPRO shall at all times remain responsible for its officers, employees, invitees, agents, and representatives on ' property and SERVPRO® will be solely responsible and liable for compensating its workers and employees, including, but not limited to, compliance with (i) withholding and payment of employee, income, and business taxes, (ii) any other withholdings, payments, or deductions required as employer; (iii) providing worker's compensation; (iv) providing other insurance as specified in this Agreement; (v) any employee related benefits; (vi) obtaining any all required permits or business licenses; (vii) complying with applicable local,

state and federal laws; and (viii) doing any and all other things necessary as required under applicable local, state, and federal laws and regulations. SERVPRO® acknowledges that it is solely responsible for the supervision, direction, and control of its workers and employees on the disaster sites or any other BAPS property.

15. Authority. Each signatory executing this Agreement on behalf of SERVPRO and BAPS represents and warrants that they have full power and authority to execute this Agreement on behalf of their respective parties and that by the execution hereof a binding and legal obligation of the parties is created.

16. Subcontractors. If SERVPRO® engages any subcontractors in the performance of any work or services under this Agreement, SERVPRO® shall identify and provide information on such subcontractors to upon request. BAPS shall have the right to approve any subcontractors and perform reasonable due diligence on such subcontractors. SERVPRO® shall remain liable for all subcontractor's work, services, and performance and ensure that any subcontractor fully complies with the terms of this Agreement, including but not limited to licensing and insurance requirements.

17. Representations. SERVPRO® represents and warrants that it is fully bonded and has and will maintain the appropriate licenses and permits in accordance with applicable law, rules, codes, ordinances, and regulations. SERVPRO® further represents that it shall comply with all applicable laws, rules, codes, ordinances, and regulations applicable to the services and work performed on behalf of BAPS.

18. Force Majeure. Neither party shall be responsible for any delays in the work or services, which are beyond their direct and reasonable control.

19. Governing Law. This Agreement shall be interpreted and governed by the laws of the state of Arkansas. Any claims, legal proceedings, or causes of action shall be brought exclusively in the State of Oklahoma., Tulsa County, and the Northern District of Oklahoma.

20. Audit & Inspections. BAPS shall have the right at any time to visit and inspect SERVPRO's place of business or services for purposes of compliance with the terms of this Agreement. Annually, upon any request of BAPS, SERVPRO® shall provide a copy of applicable business continuity plans, testing results of such plans, and any third party audit reports (e.g. SSAE 16 SOC II or such equivalent) for BAPS' review to ensure compliance with the terms of this Agreement and that adequate controls are in place with respect to SERVPRO's operations.

General. No failure by BAPS in exercising any right or privilege hereunder shall operate as a continuing waiver of any such right or privilege or any other right or privilege. No single or partial excuse of a right or privilege provided herein shall preclude BAPS from any other or further exercise of such right or privilege. If any provision of this Agreement is deemed invalid or unenforceable, then the parties agree to reasonably agree upon (in writing) a new binding replacement provision, which most closely resembles the parties' original intent. The new replacement binding provision together with the remaining terms and conditions shall have full force and effect.

The undersigned represent and warrant that they are duly authorized and legally authorized to bind the respective parties to the terms of this Agreement. This Agreement is signed as of the Effective Date by the parties' duly authorized undersigned officers.

Broken Arrow Public Schools

By: _____

Printed Name & Title _____

Dated: _____

SERVPRO® of South Tulsa County

By:  _____

Mace Ward, COO
Printed Name & Title _____

Dated: 3-15-24 _____