



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/14/2025

Contract/Agreement Vendor:

Sports Surface Management, LLC - Taylor Estes

Name of Vendor & Contact Person

taylor@sportssurfacemgt.com

Vendor Email Address

Maintenance, repairs and g-max testing at sport fields for the 2025-2026 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 Sport Fields

Reason/Audience to benefit

4/14/2025

BOE Date

\$ 12,600.00

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

If yes, Technology Admin:

Cabinet Team Member:

Funding Source: Building Fund

Fund/Project

041-2630-438-000-0000-000-041

OCAS Coding



Consent



Action

Renewal Agreement providing turf maintenance, repairs and g-max testing at Broken Arrow Public Schools sport fields beginning July 1, 2025 and ending June 30, 2026 in the amount of \$12,600.00

Service description includes professional field and turf care, advanced field and turf care, repairs and g-max testing

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.



sports surface management llc

Protect Your Kids, Protect Your Investment

Name: James Butler
Position: Director of Maintenance
School: Broken Arrow High School
Address: 1901 E Albany St
Broken Arrow, OK 74012
Phone: (918) 906-4905
Fax:
Email: jdbutler@baschools.org

DATE 3-24-2025

PROPOSAL FOR BROKEN ARROW PUBLIC SCHOOLS

1. Scope of Services

The scope of services under this proposal shall consist of all maintenance visits proposed in Section 2 of this agreement. Description of services is included in Appendix A of this agreement. The recommended customer maintenance suggested would be grooming after 40-80 hours of use. SSM will provide service before, during or after each sport season. The originating dates of service will commence within the July 2025- June 2026 school year.

2. Proposed Maintenance

Each visit performed during the duration of this agreement will include, but not be limited to: Vacuuming/Sweeping, Brushing, Magnetic Removal of debris, Rubber Infill Depth Measurements, Addition of Rubber as necessary, Linear Seam and Inlay Repair not to exceed 20 feet, and Reasonable Weed Control. Other services included on at least one of the three visits will consist of:

- a) Deep decompaction
- b) Static Brushing to rejuvenate fiber and redistribute rubber infill
- c) G-max Study with Standard Deviations (charges may apply)
- d) Degradation Analysis
- e) Disinfecting and Static Control (charges may apply)

Other repairs - Analysis of repairs may find work covered under installation and manufacturers' warranty and/or may not be included in these amounts quoted in this agreement. Damage to the field caused intentionally (vandalism, abuse, neglect) are not included in this agreement.

3. Schedule of Maintenance

On a yearly basis, Sports Surface Management, LLC (SSM) will begin service prior to, or as close as possible, the start of the season for which the field is intended. This Professional Field and Turf Care (See Appendix A for full description) is intended to benefit the customer in two ways: decreasing the injuries to players; and, increasing or maximizing the playability of the field. SSM will provide a Professional Field or Advanced Turf Care treatment to keep the field in its "opening day" condition. Depending on the schedule of the customer and use of the field, SSM will provide another Advanced Field and/or Professional Turf Care treatment if multiple visits are chosen.

10810 E 45th Street Suite 300
Tulsa, OK 74146
918-906-4132

4. Field Maintenance Service

a. Single Shot – August 2025 Service

- One (1) Professional Field and Turf Care Treatment each field
 - Pre and Post Field Inspection with written Field Maintenance Summary
 - Seam and Inlay Repairs, not to exceed repairs up to (20) linear sqft
 - Field Magnet Sweep
 - Infill added (up to 250 lbs.) to High Traffic Areas
 - Anti-microbial spray (indoor only)
- **Memorial Stadium field** **\$ 1,320.00**
- **Indoor field** **\$ 1,320.00**
- **Softball field (NO G-MAX)** **\$ 1,320.00**
- **Track field** **\$ 1,320.00**
- **BAFA field** **\$ 1,320.00**

5. G-max Test Service – August 2025 G-max Test

The scope of services under this proposal shall consist of performing an ASTM certified g-max test to artificial turf fields listed below. Fields will be tested in ten designated areas. SSM will provide comprehensive reports following the test.

- **Memorial Stadium field** **\$ 300.00**
- **Indoor field** **\$ 300.00**
- **Track field** **\$ 300.00**
- **BAFA field** **\$ 300.00**

6. Single Shot – March 2026 Service

- One (1) Professional Field and Turf Care Treatment each field
 - Pre and Post Field Inspection with written Field Maintenance Summary
 - Seam and Inlay Repairs, not to exceed repairs up to (20) linear sqft
 - Field Magnet Sweep
 - Infill added (up to 250 lbs.) to High Traffic Areas
- **Baseball field (NO G-MAX)** **\$ 1,800.00**
- **Kirkland Soccer field** **\$ 1,200.00**
- **Kirkland Practice field** **\$ 1,200.00**

7. G-max Test Service – March 2026

The scope of services under this proposal shall consist of performing an ASTM certified g-max test to artificial turf fields listed below. Fields will be tested in ten designated areas. SSM will provide comprehensive reports following the test.

- **Kirkland Soccer field** **\$ 300.00**
- **Kirkland Practice field** **\$ 300.00**

This proposal is accepted by the undersigned and the program for the July 2025-June 2026 school year is indicated below:

- ☐ a. August 2025 Single Shot
- ☐ b. August 2025 G-max Test

August 2025 Totals
\$ 6,600.00
\$ 1,200.00
Invoice Amount \$7,800.00

- ☐ c. March 2026 Single Shot
- ☐ d. March 2026 G-max Test

March 2026 Totals
\$ 4,200.00
\$ 600.00
Invoice Amount \$4,800.00

8. Term and Termination

- a) **Term of Agreement.** The initial term of this Agreement shall be for one (1) year commencing with the Effective Date referenced above and shall be automatically renewed for successive one (1) year terms throughout/beyond the life of the warranty unless either party shall give the other party notice of termination in accordance with the provisions of this Agreement.
- b) **Termination without Cause.** This Agreement may be terminated by either party at any time, without cause, prior to the expiration of its term, by providing at least thirty (30) days written notice of termination to the other party prior to the date of termination. Both parties may mutually agree to terminate within the thirty (30) day notice period at any time if such an agreement is committed to writing and signed by both parties. Termination by the client without cause will not entitle the client to any reimbursement of monies paid.
- c) **Termination for Cause.** If one party fails or refuses to perform any of its duties, obligations or responsibilities under this Agreement ("breach") and said breach is not corrected or cured within thirty (30) days after receipt of written notice from the other party, the other party shall have the right to terminate this Agreement immediately. The client will have the right to: 1) Receive refund for services paid for but not received; 2) Receive maintenance from another approved provider for no additional fees.

9. Billing

- a) Payment shall be due within thirty (30) days of receipt of invoice and accompanying reports.
- b) Accounts overdue beyond 30 days of billing will be charged at an interest rate of 1.5% per month (19.56% per annum).

10. Other

SSM will also include at the acceptance of this agreement:

- a) Copy of insurance for any damage caused by SSM to the playing surfaces.
- b) Certification of Background checks to assure any school/university/other of SSM's ethical responsibility to ensure the safety of the players/children that may be present during the time of service. No employee/worker/representative shall have on their background check, any violation that would prevent them from working close to children or school.
- c) SSM reserves the right to use the school/university/other logo for promotional purposes (internet, flyers, etc.)
- d) SSM will provide school/university/other letter for parents/players indicating school's dedication to a safe playing surface.

Sports Surface Management, LLC thanks you for the opportunity to partner with you for your maintenance needs and hopes that together we can "Protect Your Kids, and Protect Your investment".

Signatures

Taylor Estes

Sports Surface Management, LLC

3-24-2025

Date

Date

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SERVICE DESCRIPTION

Professional Field and Turf Care

- Deep De-compaction and removal of Debris
- Use static brush to rejuvenate and redistribute infill rubber
- Rotating brush/vacuum (to remove debris)
- Any minor inlay glue downs (up to 20 linear ft.)
- Seam repairs (up to 20 linear ft.)
- Take infill depth measurements in designated areas (before & after)
- Fiber height degradation analysis
- Add infill as needed to high traffic areas (up to 250 lbs.)
- Treat and/or remove all weeds and grass from edges (within reason)
- Magnetic Removal with collection left with client
- Removal of gum/other

Advanced Field and Turf Care

- De-compaction (if needed)
- Use static brush to rejuvenate and redistribute infill rubber
- Rotating brush/vacuum (to remove debris)
- Any minor inlay glue downs (up to 20 linear ft.)
- Seam repairs (up to 20 linear ft.)
- Take infill depth measurements in designated areas (before & after)
- Fiber height degradation analysis
- Add infill as needed to high traffic areas (up to 250 lbs.)
- Treat and/or remove all weeds and grass from edges (within reason)
- Magnetic Removal with collection left with client
- Removal of gum/other

Repairs

- Inlay Repairs – Inlays are the cutouts that are added after installations and can sometimes detach throughout the life of your field (i.e. hash marks, numbers, etc.)
- Seam repairs are necessary when the field becomes detached at the actual seam.
- SSM has the equipment and training to handle almost any other repair that may be specific to your needs other than those listed above

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FELONY COMPLIANCE AFFIDAVIT

STATE OF OKLAHOMA }
COUNTY OF TULSA }

The undersigned, under the penalties of perjury, certifies to the Broken Arrow Public Schools ("School District") as follows:

1. The undersigned:
IE has a contract with the School District; OR
IE is the duly authorized representative of a business ("entity") having a contract with the School District,
to perform work on School District premises on a full-time or part-time basis.
2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.
3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Ruppert Violent Crime Offenders Registration Act.
4. The undersigned, or the entity: _____ has or X has not conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.
5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. 6-101.48 (Supp. 2000) and Title 56 O.S. 589 (Supp. 2004) [the "Acts"]. The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this 19 day of March, 2025

AFFIDENT'S SIGNATURE

Sports Surface Management, LLC
Representing:

Sports Surface Management, LLC
(Name of Entity)

LAURA FLYNN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCT. 18, 2025
COMMISSION # 21013682

Subscribed and sworn to before me this 19 day of March, 2025
Laura Flynn
Notary Public

MAILED 19 (SEAL)

Notary Commission Number: 21013682

My Commission Expires: 10-18-2025