# Contract Committee Review Request MUST BE COMPLETED IN FULL

Summary

Contract/Agreement Vendor:

Sports Surface Management, LLC - Taylor Estes Name of Vendor & Contact Person taylor@sportsurfacemgt.com

Vendor Email Address

Maintenance, repairs and g-max testing at sport fields for the 2024-2025 school year

Date: 04/15/2024

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

4/15/2024

**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: Does this Contract/Agreement utilize technology? YES/NO If yes, Technology Admin: Cabinet Team Member Funding Source: Building Fund 041-2620-438-000-0000-000-044 Fund/Project Renewal Agreement providing turf maintenance, repairs and g-max testing at Broken Arrow Public Schools sport fields beginning July 1, 2024 and ending June 30, 2025 in the amount of \$12,600.00 Consent Service description includes professional field and turf care, advanced field and turf care, repairs and g-max testing Action

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.

This area must be complete with full explanation of contract



Name: James Butler DATE 3-13-2024

Position: Director of Maintenance School: Broken Arrow High School

Address: 1901 E Albany St Broken Arrow, OK 74012 Phone: (918) 906-4905

Fax:

Email: idbutler@baschools.org

# 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 sport season. The originating dates of service will commence within the July 2024- June 2025 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 maximize 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.

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### 4. Field Maintenance Service

# a. Single Shot - August 2024 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)

0	Memorial Stadium field	\$ 1,320.00
0	Indoor field	\$ 1,320.00
0	Softball field (NO G-MAX)	\$ 1,320.00
0	Track field	\$ 1,320.00
0	BAFA field	\$ 1,320.00

# 5. G-max Test Service - August 2024 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.

0	Memorial Stadium field	\$ 300.00
0	Indoor field	\$ 300.00
0	Track field	\$ 300.00
0	BAFA field	\$ 300.00

# 6. Single Shot - March 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

0	Baseball field (NO G-MAX)	\$ 1,800.00
0	Kirkland Soccer field	\$ 1,200.00
0	Kirkland Practice field	\$ 1,200.00

# 7. G-max Test Service - March 2025

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.

0	Kirkland Soccer field	\$ 300.00
0	Kirkland Practice field	\$ 300.00

This proposal is accepted by the undersigned and the program for the July 2024-June 2025 school year is indicated below:

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☐ a. August 2024 Si☐ b. August 2024 G	\$ 6,600.00 \$ 1,200.00 Invoice Amount \$7,800.00
<ul><li>□ c. March 2025 Sir</li><li>□ d. March 2025 G-</li></ul>	March 2025 Totals \$ 4,200.00 \$ 600.00 Invoice Amount \$4,800.00

August 2024 Totals

#### 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 agreement is committed to writing and signed by both parties. Termination by the client without cause will not entitle client to any reimbursement of monies paid.
- c) Termination for Cause. In the event that 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. 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.
- 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

**Signatures** 

SSM will also include at the acceptance of this agreement:

- a) Copy of insurance for any damages 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".

# Taylor Estes Sports Surface Management, LLC 3-13-2024 Date Date 10810 E 45<sup>th</sup> Street Suite 300



#### 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 infilt as needed to high traffic areas (up to 250 lbs.)
- Treat and/or remove all weeds and grass form 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 form 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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