WAIVER REQUEST TO EXCEED COOPERATIVE PURCHASING FOR CONSTRUCTION SERVICES AGGREGATE AMOUNT IN ACCORDANCE WITH § 19-11-249 (d)

Name of School District of Open Enrollment Public Charter School:

Jonesboro Public School District

Name and Title of Person Submitting Report:

Dr. William Cheatham, Assistant Superintendent
Email: william.cheatham@jonesboroschools.net
870-933-5800
2506 Southwest Square, Jonesboro, AR 72401

Misty Doyle, Superintendent
Email: misty.doyle@jonesboroschools.net
870-933-5800
2506 Southwest Square, Jonesboro, AR 72401

Vendor:

Geo Surfaces/Tencate

Vendor Contract #

#26020101

Location of Project (school campus, etc...):

The Academies at Jonesboro High School, and Annie Camp Junior High School

Reason for Waiver Request (Timeline for Completion, Preferred Contractor, etc...)

The waiver request is based on the district's positive experience with both the vendor and the proposed system. The project base carries a longer warranty than comparable systems and has consistently proven to be a reliable, high-quality solution for projects of this type. The vendor has an extensive track record of successful installations for high schools, colleges, municipalities throughout Arkansas and other states, as well as professional sports organizations across the country.

The contractor has consistently been responsive to the district's needs and has established a strong working relationship with the district. Based on our previous experience with this same system, we expect to receive a high-quality installation, excellent service, and competitive pricing, all of which are important to the district. We value working with proven, dependable vendors and believe that the use of Geo Surfaces/TenCate is in the district's best interest. If the waiver request is approved, we anticipate beginning work in late September 2026 and completing the project in December 2026.

Description and Scope of Project:

The Jonesboro High School baseball and softball fields, located on the Annie Camp Junior High School campus, will be converted from natural grass to synthetic turf. In addition, the Jonesboro High School band practice field, located on the Jonesboro High School campus, will also be converted from a natural grass surface to synthetic turf.

Total Estimated Cost of Project:

The total cost of the project is $2,330,925.00.

Start Date of Construction:

Approximate start date would be September 2026

Total Estimated Amount of Cooperative Construction Services Prior to this Waiver:

$0.00

Signature: Dr. Wilbur Cheatham Date 7/14/2026

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Date: June 17, 2026

Arkansas License #0383350626
TIPS #26020101

Project Name: Jonesboro School District Baseball field, Softball field and Band Field
To: Jonesboro School District
Attn: Mrs. Misty Doyle, Superintendent
2506 Southwest Square
Jonesboro, AR 72401

GeoSurfaces Inc. (herein called ***GeoSurfaces***) will provide all materials, labor and equipment necessary to install a ***GeoGreen™*** 'replicated grass' on a ***GeoFlo+™*** attenuation blanket on a base and anchor system provided by ***GeoSurfaces*** on baseball, softball and band fields for Jonesboro School District (actual field dimensions, turf panel configuration and resulting square footage of purchase and/or amount of material shipped, to be determined). ***GeoSurfaces*** will install the replicated grass and pad on a ***GeoBase™*** structural grid base and perimeter anchor consistent with the requirements in the ***GeoGreen™/GeoFlo+™ Installation Guide Specifications***. Warranty details are included in this proposal under each scope of work. One pull behind groomer is included in this proposal.

Commencement of the shipment of materials and installation shall be in conformance with project specifications and completion of installation shall be per the project schedule agreed to by the parties. Installation will commence following the availability and access to the site by ***GeoSurfaces*** TBD by both parties. Manufacturing of materials is 6-8 weeks.

Scope of Work – Fields – Baseball / Softball
-Remove existing spoils and haul offsite.
-Laser grade to match elevations including dugouts and backstop wall.
-Install drainage system to tie into existing outflow provided by Others.
-Install **GeoBase** Structural base system (25 year warranty)
-Install Bullpens as seen on design. (3 concrete mounds for baseball)
-Install Perfect Mound Portable mound on baseball game mound
-Install anchors provided by Others
-Install **GeoFlo+** ball bounce and drainage blanket (25 year warranty)
-Install **GeoGreen/GeoTrax** turf as seen on design (8 year warranty)
-**GeoTrax** is softball specific infield with no rubber infill.

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-Install warning track system as seen on design
-Install inlays as seen on design
-Install sand and rubber infill system
-Final Groom and clean up

Scope of Work – Band Field
-Remove organics and haul offsite
-Laser grade to match sidewalk on indoor side.
-Laser grade slope to minimize big elevation drop
-Install perimeter drains that tie into outflow provided by Owner
-Build 490LF of 6"x 8"curb.
-Install GeoBase Structural base system (25 year warranty)
-Install GeoFlo+ shock and drainage blanket (25 year warranty)
-Install GeoGreen turf as seen on design on 120'wide x 250'feet long. (8 year warranty)
-Install all inlays as seen on design (Since field is not required width, hashes and tics will be placed as if field is regulation so band will have real markings and distances to practice in middle of field.
-Install sand and GeoCool cooling agent infill
-Final Groom and clean up
-

Full Field Baseball
TOTAL COST for materials, labor and equipment provided by ***GeoSurfaces per Scope above***
Includes Tax TIPS and performance bond.....$1,355,075.00

ADD Alternate....Two (2) 8'x30' logos scripted "CANES" in black outlined in White and Gold installed between home plate circle and Coaching box.....+$6,850.00

Full Field Softball-
TOTAL COST for materials, labor and equipment provided by ***GeoSurfaces per Scope above***
Includes Tax TIPS and performance bond.....$500,000.00

Band Practice Field (120'wide x 250'long)
TOTAL COST for materials, labor and equipment provided by ***GeoSurfaces per Scope above***
Includes Tax TIPS and performance bond.....$469,000.00

*****The Total Cost of this project may increase depending on permitting and engineering fees.***

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TERMS:

- The cost of permits, city engineering fees, engineering fees, water management fees or other license fees, if applicable, will be provided by others.
- Perimeter drainage provided by contractor will tie into outflow provided by Owner.
- Base anchors will be installed per the direction of the Owner. Owner will provide base anchors, softball/baseball rubbers, anchors and home plates with anchors.
- Installation dates must be agreed upon by both parties.
- Installation shall not be interrupted or delayed by Purchaser for any reason without prior written approval from GeoSurfaces.
- Installation will commence within 15 days of Purchaser's written notice. Completion will be within the agreed upon good weather working days. "Good weather working days" are defined in the Contract Agreement.
- A certificate of insurance will be issued to Purchaser upon mobilization to the project site.
- Utility or fiber optic lines of any kind that are not marked are the responsibility of the owner.
- Owner is responsible for full access. GeoSurfaces is not responsible for fencing, sod, asphalt, or concrete as it pertains to access.
- GeoTech report is the responsibility of the Owner. Not required but recommended.
- Removing unsuitable soils and bringing in select fill is not included in this proposal.
- No stabilization is included in this proposal.
- Bullpens included as seen on design.
- Advertisement logo pricing is not included in this proposal.
- No work outside of this proposal is included in pricing.

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Acceptance of Offer to Sell: This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSurfaces. If the Acceptance of Proposal is not received by GeoSurfaces on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Signed,

Charles C. Dawson

Signature:_____

Date:_____

Proposal Expiration Date: July 31, 2026

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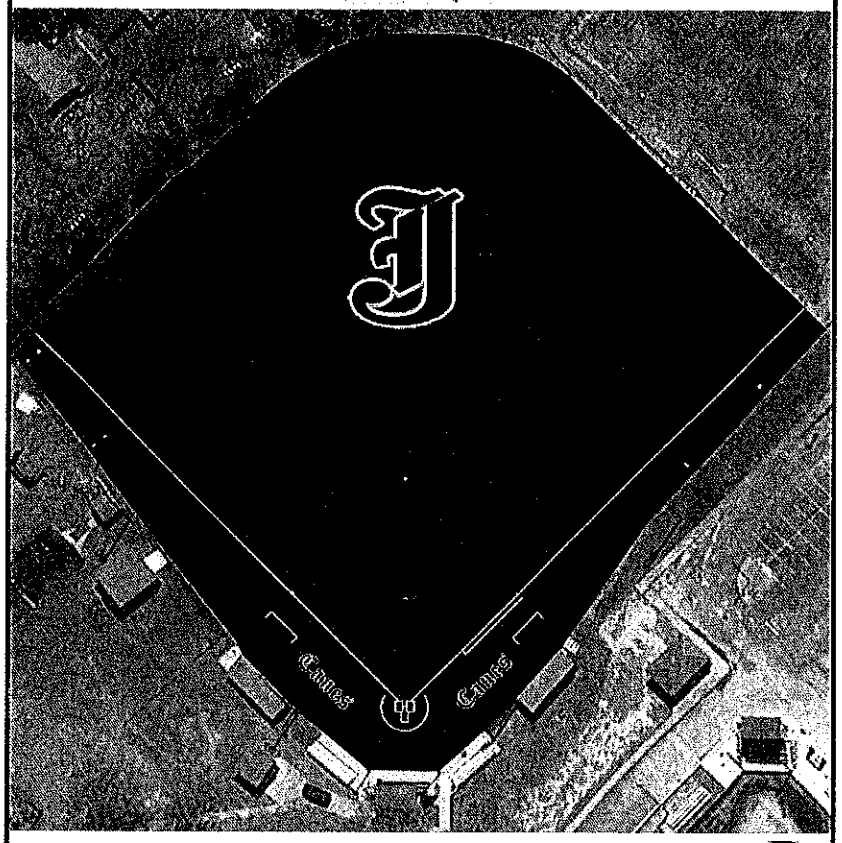
Jonesboro, AR High School

Baseball Field Layout Plan #2

Scale: 1" = 60'

Date: June 17, 2026



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Dwg. No. 0801856-1

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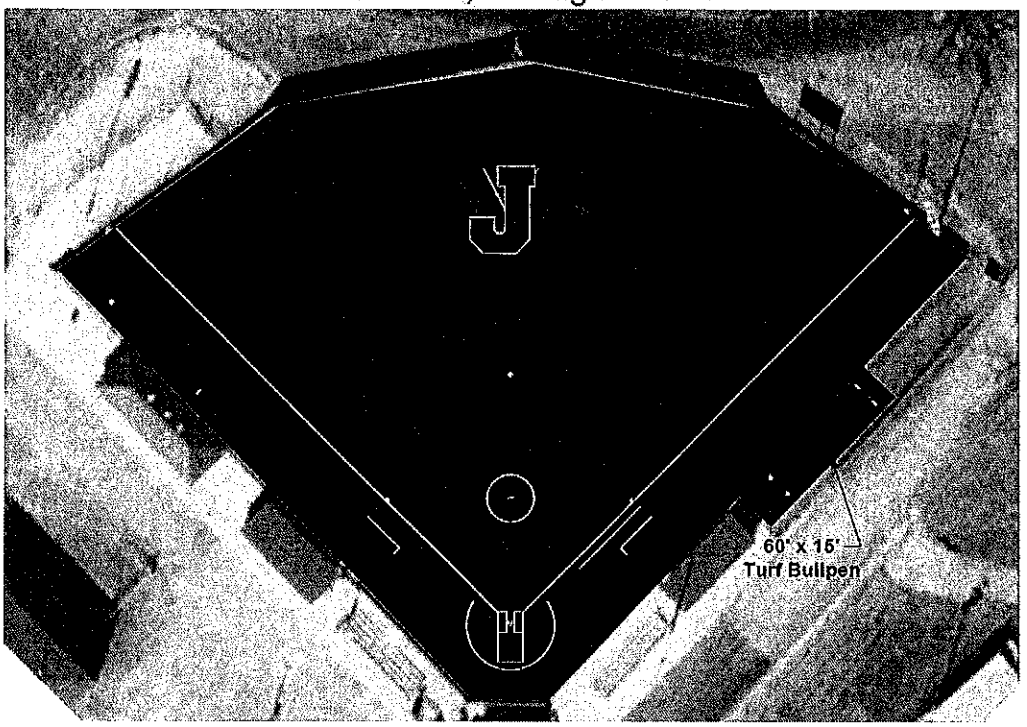
Jonesboro, AR High School



Softball Field Layout Plan #2

Scale: 1" = 40'

Date: June 17, 2026

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A TENCATE COMPANY

Dwg. No. 08018561

GEO SURFACES

7080 St. Gabriel Ave. Suite A, St. Gabriel, LA 70776

tencategrass.us

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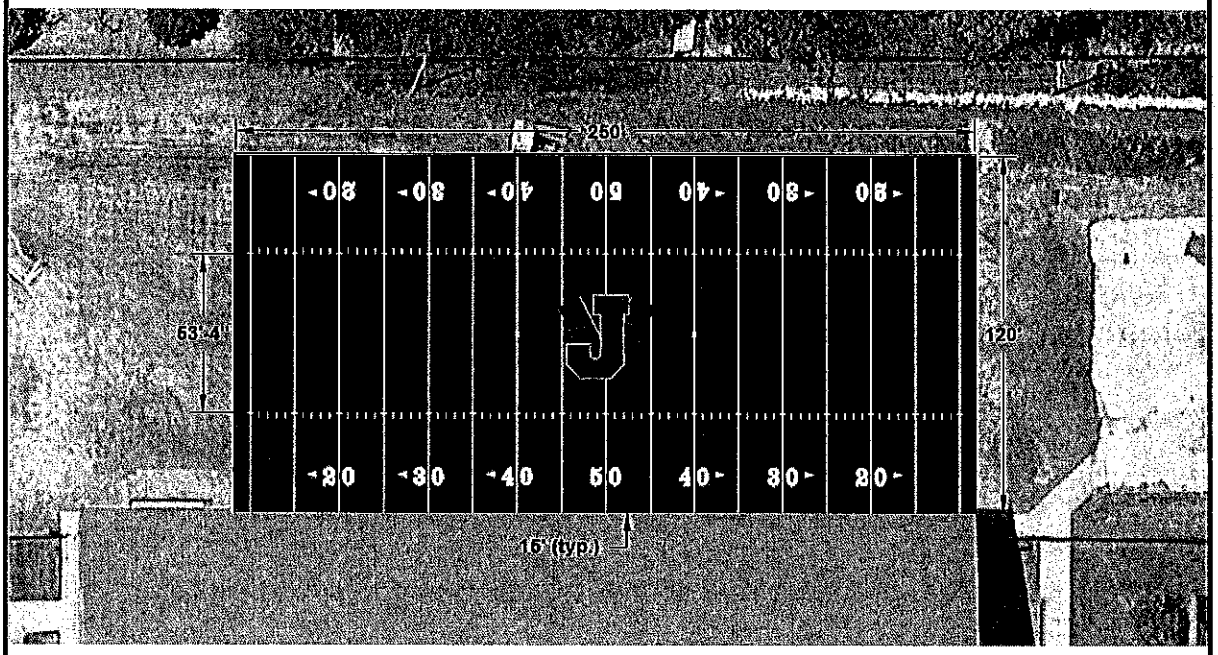
Jonesboro, AR High School



Band Field Layout Plan #2

Scale: 1" = 40'

Date: June 17, 2026

Dwg. No. 08018561

GEO SURFACES
A TENCATE COMPANY

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CONTRACT
AGREEMENT

PARTIES: THIS AGREEMENT (the "Agreement") is made and entered into between **GeoSurfaces, Inc**, herein GeoSurfaces, a Louisiana limited liability company, with its principal business office located at 7080 St. Gabriel Avenue – Ste A, St. Gabriel, LA, 70776; and the undersigned Purchaser ("Purchaser"),**Jonesboro School District** located at **2506 Southwest Square, Jonesboro AR 72401.** GeoSurfaces and Purchaser are sometimes herein jointly referred to as the "Parties". The effective date of this Agreement and all other Contract Documents will be the date upon which this Agreement is executed by the last party signing as noted in the signature section of this Agreement.

PURPOSE: Purchaser and GeoSurfaces hereby enter into this Agreement and all other Contract Documents for the purpose of authorizing and providing terms of performance by and compensation to GeoSurfaces or its authorized construction groups and subcontractors to provide the labor and materials necessary to construct an artificial turf sports baseball field surface for the Purchaser (the "Project"), all as more fully defined in the **GeoSurfaces Proposal dated June 17, 2026,** and incorporated herein by reference as Exhibit A.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The term "CONTRACT DOCUMENTS" refers to this Agreement, *Exhibit A,* GeoSurfaces Proposal; *Exhibit B,* GeoGreen® & GeoFlo® Installation Guide Specifications; and *Exhibit C,* GeoSurfaces Warranty, all of which are incorporated herein by reference and shall be construed together as the Contract Documents.

2. GEOSURFACES SHALL FURNISH all materials, labor, and supervision necessary for the construction and installation of the Project contemplated by this Agreement (along with the other Contract Documents) in a proper, efficient and workmanlike manner. GeoSurfaces shall make all reasonable efforts to perform work and materials on the Project in a timely and diligent manner within the delays and deadlines provided in this Agreement and the other Contract Documents.

   GeoSurfaces and Purchaser shall maintain on the Project site from the effective date until completion of the Project, competent supervisors, who shall be the knowledgeable and authorized representatives of GeoSurfaces and Purchaser respectively; and the identity of those supervisors shall at all times during the Project be made known to the other
   Party. Directions and communications to the supervisor of Purchaser from GeoSurfaces or any third party in connection with the Project shall be treated as notice received by Purchaser for all purposes. The Purchaser shall maintain on the Project site during the progress of the Project, a competent

representative authorized to act and make decisions on behalf of the Purchaser, including with the authority to execute binding Change Orders if applicable.

3. PAYMENT SCHEDULE: The payment due for this Project payable by Purchaser to GeoSurfaces shall be paid according to the following schedule:

    a. As agreed on by the parties

    b. All change orders to be paid upon completion of change order work.

    All payments shall be made by means of checks, wire transfers, or other instruments of payment with immediately available funds.

4. For the WORK described in the Contract Documents, the Purchaser will pay GeoSurfaces the total sum of money set forth in the attached GeoSurfaces Proposal, which sum of money shall be paid in the manner and according to the schedule described in Section 3 hereinabove. Any payment not received when due shall bear interest at the rate of 1 1/2 percent per month on the unpaid balance until paid in full. GeoSurfaces shall additionally have the right to suspend or terminate all work on the Project in the event that any payment is not paid in full by Purchaser within 10 days of its due date, which suspension or termination shall be at the sole discretion of Geo-Surfaces and shall not be considered to be a breach of this Agreement. In the event of any Work subsequently agreed to between the Parties beyond the original scope of work described in the Contract Documents ("extras"), payment for such extras shall either be due and payable before the extra work is commenced, unless otherwise mutually agreed to by the Parties.

5. ACCEPTANCE BY PURCHASER of the completed Project shall be deemed to have occurred and to be effective for all purposes, either upon execution by Purchaser of a written Act of Acceptance of the Project, or upon first use of the Project for any purpose by Purchaser or its authorized designee, whichever first occurs. Either manner of Acceptance shall be applicable to all payment obligations owed by Purchaser to GeoSurfaces. Upon either such means of acceptance, GeoSurfaces' obligations to satisfy warranty obligations arising out of its Work as specified in the Warranty Section of the Contract Documents shall promptly commence strictly in accordance with the terms of the express written Warranty. For the avoidance of doubt, the failure of GeoSurfaces to insert an effective date on the written Warranty for commencement of the term of the Warranty shall not invalidate or suspend commencement of the Warranty, which warranty period shall commence immediately upon Acceptance of the Project in either manner as defined above. There shall be no other Warranty of any nature or kind by GeoSurfaces arising from the Project except as expressly stated in the written Warranty of and signed by the authorized representative of GeoSurfaces; and any other warranties which would otherwise be provided or applicable by law are hereby expressly waived and

acknowledged by the Parties not to exist, which are replaced entirely by the Written Warranty as part of the essential consideration for that Written Warranty. The one-year limitation for claims found in, arising from, or associated with, any payment and performance bonds shall in no way shorten or limit the product warranty (if any) provided by any manufacturer.

6. COMPLETION: GeoSurfaces schedule, including time for completion for its Work under this Agreement, is based upon the herein defined "Good Weather Working Days". Good Weather Working Days means that none of the following conditions exist on the day(s) at issue: (i) no snow or rain that impacts the surface to the extent that the work is inhibited due to the instability of the prepared surface; (ii) no day wherein the rainfall within 24 hours exceeds one- eighth of an inch; (iii) no fog or other high humidity condition that results in deposits of water on the surface; (iv) no winds in excess of 20 miles per hour; or (v) no ambient air temperature below 35 degrees F.

7. EXCEPT TO THE EXTENT GeoSurfaces is required to purchase (and as expressly provided in) any policies of

8. insurance as set forth herein, GeoSurfaces shall not be responsible for direct, indirect, or otherwise consequential (in any manner) damages of any nature or kind (including for alleged loss of revenues allegedly arising from inability to use the field), monetary or otherwise, for delays in completion of the Project caused by any reason or person, whether GeoSurfaces, the Purchaser, or the Purchaser's agents, acts of God, unavailability or shortages or delays of raw material, or finished materials/elements of the field, unavailability or shortage of carriers, acts of any governmental agency, unusual delays in transportation, abnormal weather conditions, labor disputes, or other causes, including as attributable wholly or partially to GeoSurfaces, its Members, Managers, agents, employees, subcontractors or suppliers, all of whom are hereby released from any and all such liability. Nevertheless, GeoSurfaces shall give the Purchaser good faith written notice of any foreseeable delay within a reasonable time of the occurrence or commencement of a cause of delay. Failure to give notice of delay within a reasonable time shall not create a claim whatsoever by Purchaser against GeoSurfaces. GeoSurfaces notice may include an estimate of the probable effect of the delay on the progress of the Work. GeoSurfaces shall, upon termination of the delay, continue its performance and completion of the Work, and the completion date of the Project shall be adjusted to reflect the delay.

9. The VALIDITY, INTERPRETATION, AND PERFORMANCE of this Agreement shall reside in and be governed by the substantive laws of the State of Louisiana. There are no understandings or representations of any kind whatsoever, either express or implied, except as expressly set forth in this Agreement. No modification or waiver of the terms and conditions of this Agreement shall be binding on GeoSurfaces unless approved in writing by an authorized officer of GeoSurfaces. The terms and conditions of this Agreement and the other Contract documents shall not be altered by

the terms and conditions contained in any acknowledgment or acceptance of any Purchase Order issued by the

Purchaser. Both Parties have equally participated in the negotiation, preparation, and execution of this Agreement and other Contract Documents, and any ambiguity that may exist in this Agreement and other Contract Documents shall be construed and interpreted equally between the Parties.

10. IN THE EVENT OF LITIGATION arising from the subject matter of this Agreement and other Contract Documents, the prevailing party shall be entitled to recover all of its attorney fees and other litigation costs of any nature from the non- prevailing party in the form of a monetary Judgment.

11. The Parties' DULY AUTHORIZED REPRESENTATIVES HEREBY EXECUTE this Agreement, effective on the date of execution by the party last signing. Execution of this Agreement may be evidenced by a facsimile or scanned signed email copy transmitted to the other party; and this Agreement may be executed by the respective Parties in one or more counterparts, each of which shall constitute valid execution, and all of which, when taken together, shall constitute and be construed as one instrument.

TENCATE

GeoSurfaces, Inc.

By: _____
Charles C. Dawson, Chief Executive Officer

Address: 7080 St. Gabriel Avenue – Ste. A, St. Gabriel, LA 70776
EMAIL: info@geosurfaces.com

Date: _____

PURCHASER: _____

By: _____

Print Name and Title: _____

Address: _____

_____

Email: _____

Date: _____