

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: August 17, 2026

RE: **Agreement with FieldTurf USA, Inc. for Artificial Turf Replacement at Tigertown Minor League Complex**

Attached for your consideration is an agreement with FieldTurf USA, Inc. (FieldTurf) for the replacement of artificial turf at the Tigertown Minor League Complex turf field.

FieldTurf will remove and dispose the deteriorated, old turf and infill and provide and install a new Double Play Classic HD2" 3-layer turf system with inlaid baseball markings, in accordance with Major League Baseball and Professional Development League standards. The field in question was converted to artificial turf in 2016. The average lifespan for artificial turf fields is approximately eight years. Replacement of the turf continues the City's efforts to maintain a safe, protective playing surface for all players.

The project is scheduled to begin in September 2026 and is anticipated to take six to eight weeks to complete.

The City's Purchasing Department approved the use of the Sourcewell cooperative purchasing program, of which the City is a member, to procure these goods and services under Sourcewell Contract No. 031622-FTU. By utilizing the Sourcewell contract, the City will receive nine percent off MSRP for the artificial turf and removal and installation services. Sourcewell is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide.

The total cost for the turf materials and removal and installation services is \$896,400.00 after the nine-percent Sourcewell discount is applied. The project is funded from the unappropriated surplus of the Joker Marchant Stadium Capital Reserve Fund.

Staff recommends that the City Commission approve the Agreement with FieldTurf USA, Inc. for the replacement of the artificial turf field at the Tigertown Complex, authorize an appropriation and increase in estimated revenues of the Public Improvement Fund from the unappropriated surplus of the Joker Marchant Stadium Capital Reserve

Fund, and authorize the appropriate City officials to execute all corresponding documents necessary for the project.

Attachment

ADDENDUM TO SOURCEWELL CONTRACT NO. 031622-FTU – FIELDTURF USA, INC.

This Addendum, made and entered into this ____ day of August 2026, by and between the CITY OF LAKE LAND, a municipality organized and existing under the laws of Florida, hereinafter referred to as "CITY", and FIELDTURF USA, INC., a Florida corporation, hereinafter referred to as "VENDOR". The parties agree that the following terms and conditions shall serve as an Addendum to Sourcewell Contract No. 031622-FTU for the procurement of field turf products and services, along with all subsequent documents that form the Agreement.

WHEREAS, the CITY seeks to procure VENDOR's synthetic turf system, including removal and installation services, pursuant to Sourcewell Contract No. 031622-FTU (the "Agreement"); and

WHEREAS, the CITY has determined various terms and/or conditions contained in the Agreement and VENDOR's proposal dated July 8, 2026, attached hereto and incorporated herein by reference as **EXHIBIT "A"**, require modification to acknowledge statutory provisions under Florida law applicable to local government agencies; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree to modify the Agreement as follows:

1. Services to be Performed. The Vendor hereby agrees to provide the City with field turf replacement products and services for Joker Marchant Stadium, as more specifically outlined in the **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for the Agreement.
2. Time of Service. Services shall be performed in a timely manner.
3. Term of Agreement/Option of Renewal. The Agreement shall be in effect for an term of four months from September 1, 2026 (the "Effective Date").
4. Amendment of the Contract. The Agreement may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Vendor shall perform the Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Vendor shall provide written notice to the City within thirty (30) business days of Vendor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate the Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited

to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a proposal to a Vendor which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of the Agreement.

6. Cancellation. City reserves the right to cancel the Agreement, without cause, by providing thirty (30) days prior written notice to the Vendor of its intention to cancel, or with cause if at any time the Vendor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Vendor to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall entitle the City to terminate this Agreement if the Vendor fails to cure such breach within seven (7) days after receipt of written notice thereof..

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Vendor of such occurrence and the City shall terminate the Agreement on the last day of the then current fiscal period without penalty or expense to the City.

Pursuant to Florida Statute §287.135(3)9b)2., as may be amended, the City may terminate the Agreement with Vendor if Vendor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel or is engaged in a boycott of Israel.

7. Prohibition of Contingent Fees. The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of the Agreement. In the event of breach of this provision, the City shall have the right to terminate the Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Vendor EIGHT-HUNDRED-NINETY-SIX THOUSAND FOUR-

HUNDRED DOLLARS AND ZERO CENTS (\$896,400.00) as specified in **Exhibit "A"** upon Vendor's completion of, and City's acceptance of, the services required herein. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Vendor or its subcontractors in rendering services pursuant to the Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Vendor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of the Agreement.

10. Permits/ Licenses. Vendor must secure and maintain any and all permits and licenses required to complete services pursuant to the Agreement.

11. Access to Records/Audit. The Vendor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Vendor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Vendor.

12. Public Records. Vendor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Vendor in performance of services pursuant to the Agreement.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS: KELLY S. KOOS - CITY
CLERK AT: PHONE: 863-834-6210, E-MAIL:
CITYCLERK@LAKELANDGOV.NET, ADDRESS: ATTN: CITY CLERK, 228**

S. MASSACHUSETTS AVE., LAKE LAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Vendor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Vendor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City. Vendor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

13. Minimum Insurance Requirements. The Vendor must provide a Certificate of Insurance in accordance with the Agreement's insurance requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under the Agreement.

14. Indemnification. Vendor shall indemnify, pay the cost of defense, including attorney's fees, and hold Harmless the City as set forth in **Exhibit "B"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to the Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with the Agreement, or breach of the Agreement or any such document or instrument. The laws of the State of Florida shall govern

the Agreement.

16. Independent Vendor Status. The Vendor is and shall remain an independent Vendor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Vendor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of the Agreement.

18. Affidavit Regarding the Use of Coercion for Labor and Services. Florida Statute §787.06(13), requires all nongovernmental entities executing, renewing or extending a contract with a governmental entity to provide an Affidavit, attached hereto as **Exhibit "C"**, signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in the statute.

19. Severability. The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, the Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

20. Documents Comprising Contract. This Addendum to the Agreement shall include the following documents which are incorporated herein by reference.

- a. Exhibit "A": Vendor's proposal;
- b. Exhibit "B": Vendor's Indemnification and Hold Harmless;
- d. Exhibit "C": Affidavit Regarding the Use of Coercion for Labor and Services.

21. NOTICES. All Notices pursuant to the Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Vendor:

175 N. Industrial Blvd. NE

Calhoun, GA 30701

As to City:

228 South Massachusetts Avenue

Lakeland, Florida 33801

IN WITNESS WHEREOF, the parties herein have executed this Addendum to the Agreement (Sourcewell Contract No. 031622-FTU) for procurement of field turf replacement products and services for Joker Marchant Stadium with Vendor as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

VENDOR – FIELDTURF USA, INC.

Sara Roberts McCarley, Mayor



President (Signature)

Darren Gill
Executive Vice President

President (Printed Name)

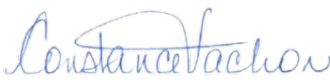
[Corporate Seal]



ATTEST:

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: 

(Attesting Witness' name/title)
Constance Vachon
Senior Paralegal

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Palmer C. Davis, City Attorney

COOP PROPOSAL

Lakeland Flying Tigers



July 8, 2026

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.



Click on the following Sourcewell hyperlink for contract due diligence documentation: [Sourcewell](#)

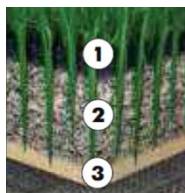
Joker Merchant Stadium Field Replacement		Quantity	Units	Total
	Turf Site work - Removal & Replacement			\$190,478.00
1	Removal and disposal of existing turf and infill	1	LS	
2	Box drag existing base	1	LS	
3	Extend field bullpens synthetic turf 2' into the natural clay area	1	LS	
4	Project / Construction Management	1	LS	
	Synthetic Turf System			\$695,840.00
5	Furnish & Install DoublePlay Classic HD 2" - elite 3 layer turf system	128,841	SF	
6	Inlaid Baseball Markings	1	EA	
7	Maintenance Equipment: 1 FieldSweep	1	EA	
	Subtotal Project			\$886,318.00
8	Performance & Payment Bonds	1	LS	\$10,082.00
	Total Project			\$896,400.00

COOP PROPOSAL

PRODUCT DETAILS

FieldTurf is pleased to offer the **DoublePlay Classic HD 2"** 3 layer turf system with the following product characteristics:

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 3.65 lbs sand & 2.6 lbs Cryo rubber per sq.ft.
- ▶ **Pile Weight:** 30 oz/yd²
- ▶ **Total System Weight:** 951 oz/yd²



3-LAYER SYSTEM

One of the most intricate and meticulous infill systems available today. Designed to provide the best Gmax and energy restitution results, a 3-layer system provides athletes with improved safety and performance.



CLASSIC HD

Our leading slit-film fiber, Classic HD was carefully crafted to maximize durability and safety, as well as be aesthetically pleasing. Designed to deliver ultimate strength, the system is a perfect match for fields with high use. With less abrasion and splash than competitive systems, Classic HD is proven on the field and in the lab. As we say, it's a Beauty and a Beast.

Fiber	Slit-Film
Infill	3-layer
Backing	Finger-unit / SureLock

PRICE INCLUDES:

- a) Mobilization & layout of our work
- b) Removal and disposal of the existing turf system including infill
- c) Extend field bullpens synthetic turf 2' into the natural clay area
 - Excavation of existing mound clay 2' in towards the mound from the toe of each mound. Excavated material to be left for owner to reuse
 - Furnish and install 4 oz. non-woven geotextile fabric lining the entire subgrade or each area
 - Furnish and install 4 oz. non-woven geotextile fabric over exposed subgrade
 - Furnish and install 5" depth of clean #57 stone over top of fabric
 - Furnish and install 1" depth of clean #89 stone over top of #57 stone layer to finish flush with top of 4"x4" curb
 - At the owner's discretion, we will backfill the backside of the 4"x4" curb with owner provided clay/mound mix OR we will leave it for the turf installer to wrap the synthetic turf over the backside of the 4"x4" curb and they can backfill with owner provided clay/mound mix
 - Furnish and install pressure treated 4"x4" timber at back of 2' excavation utilizing rebar for securing to subgrade
- d) Payment and Performance bonds
- e) Furnish and Installation of the artificial in-filled grass surface upon a suitable base.
- f) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.
- a) Inlaid Sports Markings and Maintenance Equipment per COOP breakdown and field layout attached

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the planarity, stability, porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary changes relating to delineation of the field.
- f) Any and all testing including but not limited to G-max testing.
- g) The supply of or adjustment to manholes or clean-outs, grates and supply of the manhole covers.
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- i) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- j) Site restoration, sodding, landscaping or grow-in.
- k) Permit fees, Inspection fees, Site security, Newly imposed tariffs
- l) A vehicle to tow FieldTurf maintenance equipment.
- m) All prevailing wages, union labor and other labor law levies.
- n) Anything not explicitly noted in the inclusions.
- o) Logos/ graphics of any kind

► **Price is based on current square footage shown above in this proposal.** Any changes in square footage, sports markings, or added logos of any kind will result in a change in price and this proposal to be void. The pricing set forth in this proposal is based on applicable tariffs, duties, and taxes in effect as of the proposal date. Any new or increased tariffs, duties, taxes, or similar charges imposed by the United States Government, whether at the federal or state level, on products included in this proposal after the proposal date shall be the sole responsibility of the Customer and will result in an adjustment to the proposed price accordingly. FieldTurf USA, Inc. reserves the right to modify pricing to reflect such additional costs, and the Customer agrees to bear any such increases.

► **The price is valid for a period of 30 days.** The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding. **Turf Delivery Date to be a minimum of 45 days after receiving a fully executed contract and final approvals on shop drawings.**

COOP PROPOSAL



Please feel free to reach out to any member of our project team with questions about our offer:

Kristie Cramer

Project Manager

(423) 645-7533

Kristie.Cramer@FieldTurf.com

Chris Wedge

Regional Sales Manager

(352) 242 7520

Chris.Wedge@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Darren Gill – Executive Vice President
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PROPOSAL

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 45 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING

