

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: August 17, 2026

**RE: Agreement with Turbo Link International, Inc. for
Safety Wall Padding Replacement at Joker Marchant
Stadium**

Attached for your consideration is an Agreement with Turbo Link Construction, Inc. (Turbo Link) for the replacement of safety wall padding at Joker Marchant Stadium.

Turbo Link will remove the deteriorated, old safety wall padding along the stadium's block walls and install new padding, constructed of plywood, foam, and vinyl, in accordance with Major League Baseball and Professional Development League (PDL) requirements. The padding was last replaced in 2021 and has a lifespan of approximately four years. The existing padding has deteriorated and does not fully extend to ground levels, as required by PDL.

Removal and installation will begin following conclusion of the current Flying Tigers season and is anticipated to take four to six weeks to complete.

The City's Purchasing Division issued Request for Proposal #2025-RFP-098 for the project and received proposals from four firms, listed below in the order in which they were ranked by the Selection Committee based on their experience, pricing proposal, and proposed project schedule:

- | | |
|---|--------------|
| 1. Turbo Link International, Inc., Clearwater, FL | \$138,000.00 |
| 2. Hiline SC LLC, Walnut Cove, NC | \$109,200.00 |
| 3. Mathis Construction, Inc., Lakeland, FL | \$211,780.00 |
| 4. Tadeos Engineering, LLC, Miami Lakes, FL | \$218,400.00 |

Turbo Link's not-to-exceed pricing proposal of \$138,000.00 includes all labor, material, and equipment necessary to complete the work in accordance with project specifications and requirements. This project is funded from the FY2026 Public Improvement Fund.

Staff recommends that the City Commission authorize the award of RFP No. 2025-RFP-098 to Turbo Link, approve the Agreement with Turbo Link for the removal and installation of safety wall padding at Joker Marchant Stadium, and authorize the appropriate City officials to execute all corresponding documents necessary for the project.

Attachment

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2026, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and Turbo Link International, Inc. a Florida corporation, located at 1452 Crestview Street, Clearwater, Florida 33755-5003 hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for wall padding replacement services for Joker Marchant Stadium; and

WHEREAS, City solicited competitive bids/issued a Request for Proposal for such services pursuant to City of Lakeland RFP No. 2025-RFP-098 (hereinafter RFP); and

WHEREAS, City awarded the Proposal to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the City with wall padding replacement services for Joker Marchant Stadium, as requested and more specifically outlined in the RFP, this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the RFP.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of _____ (months/years) from _____ (the "Effective Date") and any extension thereof.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this 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 Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this 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 contractor which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

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

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

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 the period of time stated in the (bid/proposal), or if no such time is stated, 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 Contractor of such occurrence and the City shall terminate this 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 its Agreement with Contractor if Contractor 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 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement. In the event of

breach of this provision, the City shall have the right to terminate this 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 Contractor ONE-HUNDRED-THIRTY-EIGHT-THOUSAND DOLLARS AND ZERO CENTS (\$138,000.00) upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the RFP and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Exhibit "B"**. 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. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Exhibit "C"**.

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 Contractor or its subcontractors in rendering services pursuant to this 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 Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

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

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor 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 Contractor.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor 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, Contractor 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. Contractor 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 Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "D"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorney's

fees, and hold Harmless the City as set forth in **Exhibit “E”**, 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 this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

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

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this 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 “F”**, 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 this 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, this 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. The Contract shall include this Agreement for wall padding replacement services for Joker Marchant Stadium services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland Request for Proposal and all of its addenda and attachments, including Exhibit “A”, Scope of Services; and
- b. City of Lakeland’s Cost Proposal Letter, Exhibit “B”;

- c. City of Lakeland's Consultant Expense Reimbursement Policy, Exhibit "C";
- d. Contractor's Certificate of Insurance as required in Exhibit "D";
- e. Contractor's Indemnification and Hold Harmless as required in Exhibit "E";
and
- f. Affidavit Regarding the Use of Coercion for Labor and Services as set forth
in Exhibit "F".
- g. Contractor's Proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

21. NOTICES. All Notices pursuant to this 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:

Contractor:

1452 Crestview Street

Clearwater, Florida 33755-5003

As to City:

228 South Massachusetts Avenue

Lakeland, Florida 33801

IN WITNESS WHEREOF, the parties herein have executed this Agreement for wall padding replacement services for Joker Marchant Stadium, pursuant to City RFP No. 2025-RFP-098 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

Sara Roberts McCarley, Mayor

CONTRACTOR



President (Signature)

GREGORY MEEKS

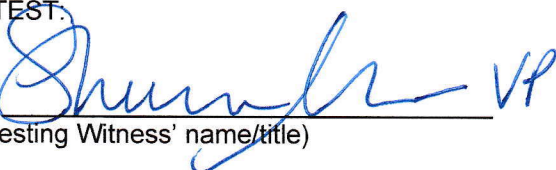
President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
Kelly S. Koos, City Clerk

ATTEST:

By:  VP

(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Palmer C. Davis, City Attorney