



## CITY COUNCIL Agenda

---

222 NE 2<sup>nd</sup> Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | [www.canbyoregon.gov](http://www.canbyoregon.gov)

**MARCH 6, 2024**

The City Council meeting may be attended in person in the Council Chambers at  
222 NE 2<sup>nd</sup> Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the City Recorder;  
[benhamm@canbyoregon.gov](mailto:benhamm@canbyoregon.gov) or call 503-266-0720.

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275;  
[media@wfmstudios.org](mailto:media@wfmstudios.org)

---

### EXECUTIVE SESSION – 6:30 PM

**EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC.** Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

1. **CALL TO ORDER**
  2. **EXECUTIVE SESSION:** Pursuant to ORS 192.660(2)(i) Performance Evaluation of Public Officer.
  3. **ADJOURN**
- 

### REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER**
  - a. Invocation
  - b. Pledge of Allegiance
2. **CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. If you would like to speak virtually,

please contact the City Recorder by 4:30 pm on March 6, 2024 with your name, the topic you'd like to speak on and contact information: [benhamm@canbyoregon.gov](mailto:benhamm@canbyoregon.gov) or call 503-266-0720.

**3. CONSENT AGENDA**

- a. Approval of February 21, 2024 City Council Regular Meeting Minutes. Pg. 1

**4. ORDINANCES & RESOLUTIONS**

- a. Consider **Ordinance No. 1618:** An Ordinance Authorizing the City Administrator to Execute a Contract with Field Turf USA Inc, in the amount of \$1,441,540.50 for Turfing and Lighting Maple Street Park Infields. (*First Reading*) Pg. 4

**5. OLD BUSINESS**

- a. City Attorney Recruitment

**6. MAYOR'S BUSINESS**

**7. COUNCILOR COMMENTS & LIAISON REPORTS**

**8. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

**9. CITIZEN INPUT**

**10. ACTION REVIEW**

**11. ADJOURN**

---

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Maya Benham at 503-266-0720. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).

**CANBY CITY COUNCIL  
REGULAR MEETING MINUTES  
February 21, 2024**

**PRESIDING:** Council President Traci Hensley

**COUNCIL PRESENT:** James Davis, Jason Padden (attended virtually), Scott Sasse, Herman Maldonado, and Daniel Stearns.

**COUNCIL ABSENT:** Mayor Brian Hodson.

**STAFF PRESENT:** Eileen Stein, City Administrator; Maya Benham, Administrative Director/ City Recorder; and David Doughman, City Attorney (attended virtually).

**CALL TO ORDER:** Council President Hensley called the meeting to order at 7:00 p.m.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS:** None.

**CONSENT AGENDA:** **\*\*Councilor Sasse moved to approve the minutes of the February 7, 2024, City Council Work Session and Regular Meeting; OLCC annual liquor license renewals; appointment of Andrew Hale to the Parks and Recreation Advisory Board with a term ending June 30, 2025; reappointment of Jake Hill to the Canby Utility Board with a term ending February 28, 2027; reappointment of Jack Pendleton to the Canby Utility Board with a term ending February 28, 2027; reappointment of Nancy Muller to the Transit Advisory Committee with a term ending March 31, 2027; and reappointment of Greg Perez to the Transit Advisory Committee with a term ending March 31, 2027. Motion was seconded by Councilor Maldonado and passed 6-0.**

**ORDINANCE:** Ordinance 1617 – **\*\*Councilor Davis moved to approve Ordinance 1617, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HARPER HOUF PETERSON RIGHELLIS INC. IN THE AMOUNT OF \$148,500 FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE CANBY AUBURN FARMS PARK DEVELOPMENT. Motion seconded by Councilor Sasse and passed 6-0 by roll call vote.**

**OLD BUSINESS:** City Attorney Recruitment – No update.

**MAYOR'S BUSINESS:** None.

**COUNCILOR COMMENTS & LIAISON REPORTS:**

Councilor Sasse said the Library Board discussed new hours of operation, goals, teen liaison applications, donation policy, and annual report.

Councilor Stearns met with the new director of Bridging Cultures and attended the Bicycle and Pedestrian Committee where they discussed the Logging Road Trail maintenance and property south of 13<sup>th</sup> that would be made into a trail.

Councilor Davis said the Parks and Recreation Advisory Board discussed Community Park bathrooms, Auburn Farms, Legacy Park outdoor exercise court, Maple Street Park, tree and park bench memorial program, and CIP projects. The Adult Center's Valentines Day luncheon was packed and they were taking reservations for their St. Patrick's Day luncheon.

Council President Hensley thanked the Adult Center, VFW, and American Legion for the Iwo Jima ceremony on Saturday. She read a letter from the Chamber of Commerce who supported the proposed sports complex project.

Councilor Davis asked for an update on the sports complex project. Eileen Stein, City Administrator, said they would be scheduling a meeting with City staff to look at the renderings.

**\*\*Councilor Davis moved to direct staff to schedule a Work Session on the sports complex project within the next month. Motion seconded by Councilor Maldonado and passed 6-0.**

There was discussion regarding what items needed to be discussed in executive session, the need for more data, financing, and maintenance. Ms. Stein thought it could go on the March 20 agenda.

Councilor Davis did not think the latest goal setting session was productive. He suggested scheduling another session to review the previous goals and new goals.

**\*\*Councilor Davis moved to direct staff to schedule a Work Session on the Council Goals as soon as possible. Motion seconded by Councilor Stearns and passed 6-0.**

There was discussion regarding the timing of the meeting, especially when other requests to discuss items had not been supported. There was consensus to schedule the meeting for March 13.

Councilor Davis thought there needed to be a conversation on remote work.

There was discussion regarding how this was the City Administrator's decision, adjusting hours of City Hall, and not adding this item to the March 13 goals meeting.

Councilor Sasse gave kudos to Canby Utility for fixing a water pipe on Elm in horrible weather.

**CITY ADMINISTRATOR'S BUSINESS:** Ms. Stein said there was a Leadership Retreat tomorrow. They had received a DEQ notice of non-compliance for failing to conduct an inspection. Kathy Robinson, Adult Center Director, had been working on submitting a grant.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS:** Greg Perez, Canby resident, discussed the poorly executed Council goal setting meeting and the need for a better consultant. He did not think City Hall employees should remote work.

## **ACTION REVIEW:**

1. Approved the Consent Agenda.
2. Adopted Ordinance 1617.
3. Scheduled a Work Session on the sports complex for March 20, 2024.
4. Scheduled a Council goal session for March 13, 2024.

Council President Hensley adjourned the Regular Meeting at 8:09 p.m.

Maya Benham  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes - Susan Wood



## CITY COUNCIL Staff Report

Meeting Date: 3/6/2024

To: The Honorable Mayor Hodson & City Council  
Thru: Eileen Stein, City Administrator  
From: Jerry Nelzen, Public Works Director  
Agenda Item: Consider Ordinance No. 1618: An Ordinance Authorizing the City Administrator to Execute a Contract with Field Turf USA Inc, in the amount of \$1,441,540.50 for Turfing and Lighting Maple Street Park Infields. (*First Reading*)

---

### **Summary**

Consider Ordinance No. 1618: An Ordinance Authorizing the City Administrator to Execute a Contract with Field Turf USA for \$1,441,540.50 for Turfing and Lighting Maple Street Park infields.

Field Turf pricing is based on the Oregon Inter-Mountain ESD (IMESD) cooperative purchasing agency. IMESD is a member of the Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools and public agencies with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024

### **Background**

Maple Street Park is one of the City of Canby's older parks. During the City's recent comprehensive update to its Parks and Recreation Master Plan (adopted in 2022), both residents and members of the Parks and Recreation Advisory Board advocated for turfing and lighting for the infield. Furthermore, the City of Canby has overseen other upgrades to the services of Maple Street Park including a new Splash Pad in 2020 and new Pickleball Courts in 2022.

### **Discussion**

The proposed project will upgrade the two existing softball fields to feature artificial turf infields and pole-mounted light fixtures.

The proposed lighting will allow softball, baseball, and soccer games to be played after dusk, with a proposed cutoff time of 10 pm. As shown in the application materials (see Attachment A to this Staff Report), there would be 10 light poles; seven would be 70 feet tall and three would be 80 feet tall. All poles would direct nighttime illumination toward the playing fields and away from the surrounding neighborhood.

The proposed artificial turf would be limited to the infield areas of both softball fields. The green and rust-colored turf material would be installed on 13,497 square feet of each field, or 26,994 square feet total.

### **Attachments**

Ordinance 1618

Field Turf USA Inc. Proposed Contract for infield lighting and turfing.

### **Fiscal Impact**

The Maple Street Park infield turf and lighting was approved by the City Council for the FY 2023/2024 budget.

### **Recommendation**

City staff recommends Council authorize the City Administrator to execute a contract with Field Turf USA Inc for infield turf and lighting at Maple Street Park.

### **Proposed Motion**

"I move to approve **Ordinance No. 1618**: An Ordinance Authorizing the City Administrator to Execute a Contract with Field Turf USA Inc, in the amount of \$1,441,540.50 for Maple Street Park infield turf and lighting for a second reading on March 20, 2024."

**ORDINANCE NO. 1618**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FIELD TURF USA INC. IN THE AMOUNT OF \$1,441,540.50 FOR TURFING AND LIGHTING MAPLE STREET PARK INFIELDS.**

**WHEREAS**, the City of Canby budgeted to contract for the installation of new lighting and turf for the infields at Maple Street Park;

**WHEREAS**, Field Turf USA Inc. was selected as a qualifying Contractor;

**WHEREAS**, the City of Canby has budgeted for turfing and lighting the infields at Maple Street Park in the adopted FY 2023/24 budget in the amount of \$1,600,000; and

**WHEREAS**, the Canby City Council has reviewed the contract price of \$1,441,540.50 and believes this to be in the best interest of the City to execute a contract with Field Turf USA Inc.

**NOW THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into an agreement with Field Turf USA Inc. in the amount of \$1,441,540.50.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, March 6, 2024, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, March 20, 2024, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

---

Maya Benham, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 20<sup>th</sup> day of March, 2024, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Maya Benham, CMC  
City Recorder

# COOP PRICING PROPOSAL



## MAPLE STREET PARK INFIELDS

February 16, 2024

FieldTurf USA Inc is pleased to present the following proposal. FieldTurf pricing is based on the Oregon Inter-mountain ESD (IMESD) cooperative purchasing agency. IMESD is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024



Click on the following AEPA hyperlink for more information:

[AEPA IFB #24](#)

Field Name / North and South Softball Infields	LUMP SUM
FieldTurf DoublePlay Natural Clay & Vintage40-90 on approx. 23,553 SF total. <b>Price includes:</b> <ul style="list-style-type: none"><li>a) Civil Scope (see detail in inclusions below)</li><li>b) Installation of the artificial in-filled grass surface upon a suitable base for both the North and South fields.</li><li>c) Supply and install of inlaid softball markings on both infields.</li><li>d) 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.</li></ul>	\$ 1,361,961.99
Performance & Payment Bonds	\$ 20,735.87
<b>Total</b>	<b>\$ 1,382,697.86</b>

# COOP PRICING PROPOSAL



A Tarkett Sports Company

## ALTERNATE PRICE

ADD Alternate No. 1: Civil Scope	LUMP SUM
Perimeter Walkway Lighting	\$ 57,960.00
Performance & Payment Bonds	\$ 882.64
<b>Total</b>	<b>\$ 58,842.64</b>

## PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural Clay and Vintage40-90 system, with the following product characteristics:

### VINTAGE-40-90

**Pile Height:** 1.6 Inches  
**Infill Weight:** 5.4lbs sand & 1.5lbs ambient rubber per sq.ft.  
**Pile Weight:** 90 oz/yd<sup>2</sup>

### NATURAL CLAY (XT-50-3/8)

**Pile Height:** 2 Inches  
**Infill Weight:** 5.4bs sand & 1.5lbs ambient rubber per sq.ft.  
**Pile Weight:** 42 oz/yd<sup>2</sup>  
**Total System Weight:** 1059 oz/yd<sup>2</sup>

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

## PRICE INCLUDES:

### CIVIL SCOPE:

- a) Mobilization.
- b) Excavate for 6" stone aggregate base. Excavated materials to be exported to Owner's dump site. Dump and go at no cost to contractor.
- c) Furnish-install flat tile draining into new curtain drain.
- d) Furnish-install non-woven separation fabric.
- e) Furnish-install 2" x 4" PT nailer board, all sides.
- f) Furnish-install two-layer (4" + 2") stone aggregate base for synthetic turf.
- g) Furnish-install stanchion style plates, bases, and pitching rubber.
- h) Civil scope based on HHPR plan set 12/31/2023.

### MUSCO LIGHTING SYSTEM:

- a) Musco Light-Structure System with Total Light Control – TLC for LED Technology
- b) Guaranteed light levels of 35 footcandles (infield) 25 footcandles (outfield) and uniformity of 2:1 (infield) and 2.5:1 (outfield).

# COOP PRICING PROPOSAL



- c) (10) Pre-cast concrete bases with integrated lighting grounding.
- d) (10) 70' and 80' Galvanized steel poles.
- e) (10) Factory wired pole top luminaire assemblies.
- f) Factory wired and tested remote electrical component enclosures.
- g) Pole length, factory assembled wire harness.
- h) (60) Factory aimed and assembled TLC-LED luminaires, including BallTracker™ luminaires.
- i) UL Listed assemblies.
- j) Lighting contractor cabinet to provide onsite on/off control.
- k) Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.
- l) Operation and Warranty services:
  - i. Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.
  - ii. Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

## LIGHTING SCOPE:

- a) Deliver and unload Musco equipment.
- b) Auger and set ten (10) Musco pre-cast foundation (s).
- c) Assemble and stand Musco equipment.
- d) Trenching/boring and backfill.
- e) Furnish-install conduit, wire, and in-ground boxes.
- f) Furnish-install new breakers (as needed), contactors, and control equipment.
- g) Wire, energize, and commission.
- h) Site cleanup.
- i) Testing and train staff.
- j) Transformer/service and trenching conduit, and wire from the service/transformer location to the distribution equipment is included. The installation of the distribution equipment, control cabinet and commissioning are all included,
- k) Electrical and Building permit included.

## TURF INSTALLATION:

- a) Installation of the artificial in-filled grass surface upon a suitable base for both the north and south infields.
- b) Supply and install of inlaid Softball markings.
- c) Prevailing Wages.
- d) 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.

# COOP PRICING PROPOSAL



## PRICE DOES NOT INCLUDE:

- a) Any costs associated with necessary changes relating to the delineation of the field.
- b) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- c) 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.
- d) The design and implementation of a storm water pollution prevention plan.
- e) Site security. Contractor responsible to secure their equipment and materials.
- f) Silt fencing
- g) Signage
- h) Rock (boulder) excavation
- i) Excavation/backfill of unknown underground obstructions.
- j) Dewatering
- k) Excavation, handling, or disposal of contaminated soils
- l) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- m) Any hard surface work, including concrete/asphalt cutting, installation, milling, removal, or replacement not specifically noted in inclusions."
- n) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Batting cage work.
- q) Athletic equipment not noted above.
- r) Fencing. (Existing fence to remain as is).
- s) Work on backstop boards.
- t) Work on natural turf areas.
- u) Concrete curbs.
- v) Remove or salvage existing site furnishings (bases, benches, trash cans to be removed by Owner prior to start of contractor work.)
- w) Cement treated base.
- x) Irrigation (Owner to locate and mark any existing irrigation and other private utilities, and bear sole responsibility for any of those not located, pot-holed, and staked.)
- y) Temporary construction fence (Owner to cordon off areas for pedestrian safety.
- z) Transformer/service and trenching, conduit, and wire from the service/transformer location to the distribution equipment not specifically noted in the inclusions.
- aa) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.

# COOP PRICING PROPOSAL



- bb) Permit fees, Inspection fees other than specifically noted in the inclusions.
- cc) Site grow-in.
- dd) Pre-shipment testing of materials.
- ee) Supply and install of shock pad underlayment (e-layer, brock or other pre-fabricated padding).
- ff) Supply and install of any inlaid turf logos.
- gg) Any post install turf testing (e.g. Gmax, HIC or permeability)
- hh) Maintenance Equipment (e.g. GroomRight or FieldSweep).
- ii) A vehicle to tow FieldTurf maintenance equipment.
- jj) Any maintenance program, post final completion.
- kk) All applicable taxes, union labor and other labor law levies.
- ll) Anything not explicitly noted in the inclusions.

*The price is valid for a period of 90 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 impacts of the 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.*

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

**Robin Ernst**  
Project Manager  
(971) 803-1243  
[Robin.Ernst@fieldturf.com](mailto:Robin.Ernst@fieldturf.com)

**Steve Coury**  
Regional Sales Manager  
(503) 939-1832  
[scouryfieldturf@gmail.com](mailto:scouryfieldturf@gmail.com)

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:   
\_\_\_\_\_  
Marie-Christine Raymond, VP of Customer Operations  
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Printed Name and Title

# COOP PRICING PROPOSAL



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](mailto:Eric.Fisher@smartbuycooperative.com).



# COOP PRICING 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 21 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

