



Date: June 28, 2016

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Approve Agreement with FieldTurf USA, Inc. for Purchase and Installation of Replacement FieldTurf on Youth Soccer Park Field 2

EXECUTIVE SUMMARY

In September 2013, Council adopted a goal to "Enhance Community Sports and Recreational Assets" and appointed a Council Ad Hoc Committee on Sports & Athletic facilities. In February 2015, the City contracted with LPA, Inc. to work with the Ad Hoc Committee, community and stakeholders to develop plans for additional youth soccer fields and athletic facilities. As part of the FY2015-16 Capital Improvement Project (CIP) budget approval process, Council established Youth Soccer Park (YSP) Field #2 Replacement Project that is at the end of its useful life as verified by site assessments and impact attenuation data and added the conversion of YSP Field #3 from natural grass to synthetic turf to the project scope.

Since then, a single project design of Youth Soccer Park Field #2 and #3 has been completed by LPA, Inc. Additionally, YSP natural grass Field #1 & Field #3 have been completely replaced as part of the Super Bowl 50 post use restoration. After extensive soccer user group input to the Ad Hoc Committee and Parks & Recreation Commission, and a thorough review of synthetic turf systems and manufacturers, fibers, infill materials, backing, drainage, shock pads, cooling systems, base material, safety issues, studies on synthetic turf, warranty and general cost information, staff recommends delaying the conversion of Field #3 and the completion of Field #2 as a distinct maintenance project. Approaching the YSP in this manner allows for: the separate completion of the more complex YSP Field #3 engineering and design project at a later date; the least amount of impact on user groups schedules; and, the purchase benefits and timely installation afforded by the California Multiple Award Schedule (CMAS) agreement process. Field Turf was selected by use of the DGS's California Multiple Award Schedules (CMAS) process which fulfills the City's formal bidding requirement for general service procurement under the City's Purchasing Code 2.105.330(e)(3) where the services are provided by a contractor included on a prequalified list.

FieldTurf USA, Inc. uniquely provides the current improved generation of synthetic turf originally specified for Youth Soccer Park and the coordinated purchase and installation of a new Brock shock attenuation system as selected by the Ad Hoc Committee and recommended by the Parks & Recreation Commission. The negotiated, not to exceed contract price of \$861,000 includes the removal and proper disposal of the existing materials, fine grading, and supply and installation of the synthetic turf and infill materials (coated rubber, cool play coated cork, sand) and shock pad. The price includes an 8 year warranty on FieldTurf and 20 year warranty on the shock pad, grooming equipment, Gmax testing, tax and bonds, and project contingency of approximately \$10,000. The project cost is higher than the original 2015 estimate due to cost escalation, inclusion of higher quality infill material, and addition of the shock pad for increased impact attenuation. In addition, a price guarantee on the materials will be honored for future purchase

and installations through April 2018. The project schedule anticipates mobilization in December 2016 and construction completion by March 2017, to minimize disruption to user groups.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Approval of the contract will complete replacement of YSP Field #2 by March 2017 with minimal disruption to soccer user group schedules. The contract includes higher quality infill material, additional shock pad, product warrantee, new field grooming maintenance equipment, and a price guarantee on materials for other City synthetic turf installations through April 2018.

ECONOMIC/FISCAL IMPACT

Project funding allocated by Council for the not to exceed contract amount of \$861,000 is available in the Parks & Recreation Department CIP Project 3180 (532-1132-80300-3180). While additional funding will be needed at a later date to complete the additional design and engineering to convert Field #3 from natural grass to synthetic turf, the materials price will remain the same through April 2018.

RECOMMENDATION

That the Council:

- 1) Approve the Agreement with FieldTurf USA, Inc. for purchase and installation of replacement FieldTurf on Youth Soccer Park Field #2 in an amount not to exceed \$861,000; and,
- 2) Authorize the City Manager to execute all necessary documents and to make minor, non-substantive modifications, as necessary.

James Teixeira

James Teixeira
Director of Parks & Recreation

Certified as to Availability of Funds: *OK*

532-1132-80300-3180 \$861,000.00

APPROVED:

Rajeev Batra

Rajeev Batra
Acting City Manager

Gary Ameling

Gary Ameling
Director of Finance/
Assistant City Manager

Majority vote of Council

Documents Related to this Report:

- 1) *Agreement with FieldTurf USA, Inc.*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FIELDTURF USA, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between FieldTurf USA, Inc., a Florida corporation, with its principal place of business located at 7445 Cote de Liesse Rd. Suite 200, Montreal, QC H4T 1G2 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2019.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks & Recreation Dept.
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 260-9719

And to Contractor addressed as follows:

Name: Lindsay Agattas, Field Turf USA, Inc.
Pricing and Project Manager
Address: 15129 Kimberley Court
Houston TX 77079
or by facsimile at +1 281-531-4720

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. LIQUIDATED DAMAGES.

It is mutually agreed by Contractor and City that, in the event completion of the Services to be provided by the Contractor under this Agreement for Youth Soccer Park Field # 2 replacement is delayed beyond February 28, 2017, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of three thousand five hundred dollars (3,500.00) per day in liquidated damages for each and every calendar day such delay in completion of said Services continues beyond February 28, 2017. In the event that said liquidated damages are not paid, Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth below.

Santa Clara Youth Soccer Park Field #2 Replacement Project CIP#3180		
On-Site Mobilization	December 1-31, 2016	
Installation	January 2, 2017 to February 25, 2017	
Site clean up	February 26-28, 2017	

[Signature page follows]

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

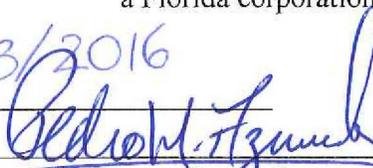
RAJEEV BATRA
Acting City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

FIELDTURF USA, INC.
a Florida corporation

Dated: 6/3/2016
By: 
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Pedro Azevedo
Title: CFO & Treasurer

Local Address: 7445 Cote de Liesse Rd. suite 200
Montreal, QC H4T 1G2

Email Address: Lindsay.Agattas@fieldturf.com

Telephone: (281) -531-4720

Fax: ()

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FIELDTURF USA, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "CMAS Quotation" dated 27 April 2016, which is attached to this Exhibit A.



CMAS QUOTATION

CA LICENSE # 849044

This QUOTATION is dated this 27th day of April 2016.

Between: Santa Clara Youth Soccer Park (The "Customer")
5020 Stars and Stripes Dr.
Santa Clara, CA 95054

And: FieldTurf USA, Inc. (The "Supplier")
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as FieldTurf Revolution 360 2.25" and Brock Powerbase YSR for use as an outdoor field measuring approximately 107,104 sq ft. to the Customer located at Santa Clara Youth Soccer Park at 5020 Stars and Stripes Dr. Santa Clara, CA 95054.

WHEREAS the Customer wishes to purchase same on the preliminary terms and conditions set out below;

QUOTATION / ESTIMATE DETAILS:

THE PRODUCT

The Supplier hereby agrees to sell, to supply and to install FieldTurf Revolution 360 (FTRV360-57), 2.25 inches thick outdoor artificial grass in-filled playing surface and Brock Powerbase YSR for use as a soccer field measuring approximately 107,104 sq. ft. (the "Product") to be installed on a suitable existing base at the Site. The field will include sewn seams.

SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.





The Supplier requires a minimum of 6 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.

SITE PREPARATION WORK

The Supplier shall provide the site preparation work (limited to minor touch-ups of the base surface) in accordance with the specifications provided in this Letter of Commitment. The site preparation work will be subject to the same conditions and requirements indicated in Section 7 "Installation" hereof. Notwithstanding, any work regarding the base and ensuring its planarity is specifically excluded from the Supplier's scope of work. On occasion, a base will present unique issues, once uncovered upon removal of the existing turf, which may require the import of additional materials and/or the provision of labor to remedy planarity or other deflections in the existing surface. In the event this becomes necessary at the Site, FieldTurf can assist with this process at an additional cost.

PRICE

The purchase price for the Product fully installed shall be \$849,659 (the "Purchase Price"), as set out below, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs.

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

***FieldTurf will honor the per square foot price as noted below for the FTRV360-57 and Brock PowerBase YSR products for all upcoming FieldTurf installations purchased by the Customer through April 2018.**

A 2.25 Inch, FieldTurf Revolution 360 (FTRV360-57) series turf:

Turf Cost per square foot (approximately)	\$4.20/SF
Coated Rubber	\$0.20/SF
CoolPlay	\$0.40/SF
Sub Total:	\$513,943
Removal/Disposal/Fine Grading	\$62,641
Supply and installation of Brock PowerBase YSR	\$220,634
Inlaid soccer markings	INCLUDED
Maintenance Equipment (GroomRight and SweepRight)	\$5,750
8 year 3 rd Party Insured Warranty	INCLUDED
20 Year Brock Warranty	INCLUDED





FieldTurf

A Tarkett Sports Company

Gmax testing at completion (1 total)	\$1,000
CMAS Fees	INCLUDED
Sales Tax on materials only (8.75%)	\$36,572
Total Contract Cost	\$840,740

*Payment and performance bonds are an additional cost of \$9,559 to the Purchase Price.

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's cheque in accordance with the following payment schedule:

- i) Thirty five percent (35%) of the Purchase Price due upon Customer's execution of the Supplier's Sales Agreement;
- ii) Thirty-five percent (35%) of the Purchase Price on delivery and receipt of the components of the Product to the Site;
- iii) Twenty percent (20%) of the Purchase Price upon completion of the work;
- iv) Remaining balance ten percent (10%) upon the signing of the Certificate of Completion.

The Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within 10 days following the date to the applicable invoice.

Any unpaid balance bears interest at a rate of 10% per year.

ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;

The Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier.





Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is 12,850 square feet and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.



7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 • Website: <http://www.fieldturf.com>



THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPPLIER'S STANDARD SALES AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.

THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 3 MONTHS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.

FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN NORTHERN CALIFORNIA; ANDREW ROWLEY BY TELEPHONE (707) 586-2066, EMAIL INFO@FIELDTURFNORCAL.COM, OR FAX (707) 313-0167.

ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:

1- DEPARTMENT OF GENERAL SERVICES (DGS), PROCUREMENT DIVISION, DATA MANAGEMENT, 707 THIRD STREET, 2ND FLOOR, WEST SACRAMENTO, CALIFORNIA, 95605-2811 (IMS#Z-1).

AND

2- FIELDTURF USA, INC. 7445 COTE-DE-LIESSE ROAD, SUITE 200, MONTREAL, QUEBEC, H4T 1G2, TELEPHONE (514) 340-9311, FAX (514) 340 9374
ATTENTION: LINDSAY AGATTAS, PRICING AND PROJECT MANAGER.



Manufacturer's Limited Warranty

FieldTurf warrants that if FieldTurf FTRV360-57 (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, UV degradation, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf provides its written authorization, within eight (8) years from the date of completion of installation (as indicated in this Warranty), FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. FieldTurf warrants that all materials installed meet or exceed the product specifications and further warrants that replacement material will be available through the Warranty period. FieldTurf will verify that their representative has inspected the installation and that the work conforms to FieldTurf's requirements and further warrants that the installation was done in accordance with both FieldTurf's recommendations and any written directives of FieldTurf's representative. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. FieldTurf warrants that the G-max to maintain a value of below 135 at installation and no greater than 185 for the life of the warranty, as per ASTM 1936 and F-355 standards, providing that the customer has performed the regular maintenance as outlined in the maintenance guidelines. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourse which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

Field Markings: Soccer

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.

Furthermore, this Manufacturer's Limited Warranty does not cover:

1. Damage resulting from accident, *force majeure*, misuse, intentional and unintentional abuse, infill displacement, and neglect or from other than normal play and ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas of, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and may require regular replacement.

This warranty is insured by a third party.

For more information please contact Customer Service at FieldTurf at the number listed below.
7245 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •





Manufacturer's Limited Warranty

2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.
3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf or an authorized FieldTurf distributor or authorized FieldTurf maintainer.
4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty, wear and tear depends on, without limitation, the construction of synthetic turf (fiber face weight, stitch rate, fiber, pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field can be found in the "Field Settling" document, provided in the FieldTurf after-sales service package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product is used for purposes other than the sporting activities provided herein or any other uses for which FieldTurf gives its written authorization, it being understood that FieldTurf has tested the Product for use in connection with these sporting activities and may not have tested it for other uses, FieldTurf shall not be responsible for any and all damages incurred and the Manufacturer's Limited Warranty, as well as all legal warranties, shall become null and void. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser:	Santa Clara Youth Soccer Park	Sporting Activities:	Soccer
Date of completion:		Installed by:	FieldTurf USA Inc.
Location:	Santa Clara Soccer Park	City:	Santa Clara
Address:	5020 Stars and Stripes Drive	Zip:	95054
State:	CA	Fax:	
Tel:		(Please Print Name):	Darren Gill
Signature:		Reference:	2880
Date:	April 26, 2016		

This warranty is insured by a third party.
 For more information please contact Customer Service at FieldTurf at the number listed below.
 7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •





Brock PowerBase™ YSR Limited Product and Performance Warranty



Brock International LLC ("Brock") warrants to the owner of the playing field or fields at which Brock PowerBase™ YSR panels ("Panels") have been installed ("Owner") that the Panels are warranted against warping, cracking, shattering, splitting or deflection in excess of limits described below, under normal and proper use as an underlayment for an artificial turf sports surface and shall be free from defects in material and workmanship for a period of twenty (20) years after the date of installation ("Warranty Period"). Brock also warrants that the Panels will continue to act as a shock absorbing and drainage layer during the Warranty Period, as long as they are not subjected to compressive static stress in excess of 35 pounds per square inch (psi) for a period greater than 30 minutes, or dynamic compressive impact in excess of 106 psi.

Brock will indemnify, defend (with counsel of Brock's choice or Brock's insurance carrier's choice) and hold harmless the owner against any loss, liability or claim arising from breach of the warranty, to the extent set forth below. If Brock determines that any Panels do not conform to this Warranty, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area. Brock shall have reasonable discretion as to whether to repair or make replacement of the artificial turf. Owner shall give Brock reasonable advance notice of replacement of the entire turf surface (for reasons other than breach of Brock Warranty) so that a Brock representative will be present at the time of turf replacement to inspect the Brock panels for lack of damage which would void the Warranty. The Warranty will not continue in effect after turf replacement if such notice is not given.

Restrictions

This Limited Product Warranty ("Warranty") shall be effective only if (1) The owner signs and returns this warranty to Brock International; (2) the Owner gives Brock written notice of a claim under this Warranty within thirty (30) days after the Owner discovers the existence of the condition that gives rise to the claim, and an opportunity to then inspect the Panels (in place as originally installed) with respect to which the claim is made.

Exclusions

There shall be no warranty as to any permanent depression of the surface of Brock PowerBase™ YSR panels which is less than 7 millimeters. This Warranty shall not apply to any Panels which have once been installed and thereafter removed to a new location. Notwithstanding anything to the contrary in this Warranty any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of Brock and is NOT covered by this Warranty:

1. Improper handling or use of Panels after delivery to the job site, including, but not limited to, imposition of excessive static loads (in excess of 35 psi for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 psi) or breaking or improper cutting of Panels during the installation process;
2. Improper or inadequate site preparation, including, without limitation, improper or inadequate base material, improper or inadequate base material grading or compaction, improper material usage in perimeter drain collectors, or improper design or installation of drainage facilities or field edging that would impede drainage;
3. Improper installation of Panels, including, without limitation, failure to comply with Brock installation instructions;
4. Floods, fires, winds, lightning, accident, vandalism, terrorism, war, malicious mischief, or other causes outside the control of Brock;
5. Improper use or protection after installation, including, without limitation, imposition of excessive static loads (in excess of 35 psi for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 psi), or cutting of panels by any cause after installation;
6. Soil expansion or contraction, subsidence, shifting, compression, erosion or any other condition related to the soil, base or subsurface upon which the Panels are installed;
7. Improper installation, maintenance, repair or replacement of the field's artificial turf system;
8. Extended exposure of the Panels to sunlight or other source of ultraviolet light;
9. Brock makes no warranty regarding the drainage of the field as a system, and shall not be responsible for the drainage of the field.

Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE, EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED AND REPAIR OR REPLACEMENT OF OVERLYING ARTIFICIAL TURF. IN NO EVENT SHALL BROCK BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD.

No person other than the Owner or Brock or a signatory purchaser shall have any rights to enforce any term of this Warranty. Brock shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of Brock or to any financially responsible party in connection therewith. Any dispute or claim arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of Brock PowerBase™ YSR panels shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event of the arbitration (or litigation) of any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorneys' fees, expert witness fees, and other costs associated with the particular claim.

Location or Identification of Playing Field or Fields covered by this Warranty:

Agreed and Accepted with respect to Playing Fields above described.

Field Owner: _____

By: _____ Date: _____

Title: _____ (Authorized Representative of Owner)

Purchaser (if Not the Owner): _____
Purchaser agrees to be bound by the foregoing Warranty, and is entitled to the obligations of Brock thereunder.

Purchaser's Name: _____

By: _____ Date: _____

Title: _____ (Authorized Representative of Owner)



THE ULTIMATE
SURFACE EXPERIENCE

Warranty Service

FieldTurf USA Inc. Customer Service Department is available to each of our customers for any field repairs, at no charge to the customer, that may be required during the remainder of your field still covered under your 8 year warranty and confirmed to be related to your warranty.

We are also available for any non-warranty repairs which would include a charge fee relative to the nature of the repair. This is available both for fields that no longer have an active warranty as well as those repairs required that are caused by actions or events not covered under your warranty.

Warranty Service Plan is briefly outlined below:

- Customer makes initial warranty call to sales or customer service
- Customer submits pictures and details of nature of repairs
- FieldTurf Customer Service contacts repair crew to schedule
- FieldTurf Customer Service confirms dates and contact details with customer and crew assigned to repair.
- Repair is completed
- Customer signs off on completion of repair

FieldTurf endeavors to complete all warranty repairs in a very timely manner. However timing is dependent on location / time of year / nature of repair and availability of repair crew.

FieldTurf maintains crews on the West Coast that would be available for any warranty repair work required at **Santa Clara Youth Soccer Park**.

FieldTurf also offer maintenance programs at an additional charge. Please see attached FieldCare brochure for further details.

FieldTurf – 8088 Montview Road – Montreal, QC H4P 2L7 – Tel 1-800-724-2969 - Fax (514) 340-9374
www.fieldturf.com
Sender's Address: 9757 Pine Lake Drive #4019 Houston, TX 77055 (713) 461-8236 (281) 596-0127 - FAX



REGARDING: SUBCONTRACTORS AND SUPPLIERS

To Who it May Concern:

FieldTurf USA Inc. has carefully researched and selected its subcontractors and suppliers.

For Santa Clara Youth Soccer Park, FieldTurf USA Inc. has chosen to work with the following suppliers:

Brock USA, LLC
2840 Wilderness Place
Boulder, CO 80301
Tel.: (877) 276-2597
www.brockusa.com

O.C. Jones & Sons, Inc
1520 Fourth Street
Berkeley, CA 94710
Tel.: (510) 526-3424
www.ocjones.com

If you have any concerns or comments, please do not hesitate to contact us.

Thank you for your cooperation.

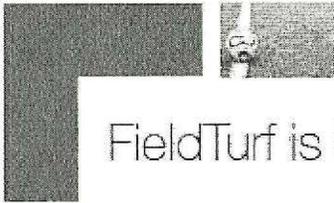
Sincerely,

Lindsay Agattas
Pricing and Project Management



Brock Powerpad Installation Reference List (2012-2016)

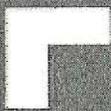
Cunha Intermediate School	2012	Yes	173585	Soccer	FTRV-25	Half Moon Bay	CA	USA	Other
Cunha Intermediate - Indoor	2012	Yes	3500	Soccer	XTR-50	Half Moon Bay	CA	USA	Other
Ingraham HS - Utility	2012	Yes	215429		XTR-50	Seattle	WA	USA	NFHS
Cosumnes River College	2012	Yes	113961	Football	FTRV-1F	Sacramento	CA	USA	NCAA
Folsom Lake College	2012	Yes	97067	Soccer	FTRV-25	Folsom	CA	USA	NCAA
Baranof Park Sports Fields	2012	Yes	82599	Football, Soccer	XT-50	Kodiak	AK	USA	Park & Rec
South Ridge High School	2012	Yes	93467	Football, Soccer	FTOSIR-1	Beaverton	OR	USA	NFHS
Sacramento City College	2012	Yes	83890	Football	FTRV-1F	Sacramento	CA	USA	NCAA
Baranof Park - Baseball	2012	Yes	24501	Baseball	XT-50	Kodiak	AK	USA	Park & Rec
West View High School	2012	Yes	93467	Football, Soccer	FTOSIR-1	Portland	OR	USA	NFHS
Centennial Middle School	2012	Yes	73908		FTOSI 25	Snohomish	WA	USA	NFHS
Mahany Park	2012	Yes	101400	Football, Soccer	FTRV-57	Roseville	CA	USA	Park & Rec
Hillview Middle School	2012	Yes	87196	Soccer	FTRV-1F	Menlo Park	CA	USA	Other
City of Paramount Fitness Pa	2012	Yes	47924		FTRV-25	Paramount	CA	USA	Park & Rec
Malaysia Logos 2 and 3	2012	Yes	1112	Soccer	FTRV-15	NA	SGP	Singapore	Other
Stevenson - line REPL	2013	Yes	1005	Football, Soccer	FTRV-25	Lincolnshire	IL	USA	NFHS
Liberty HS Football	2013	Yes	82202	Football, Soccer	FTRV-2F	Hillsboro	OR	USA	NFHS
Arroyo High School	2013	Yes	78056	Football	FTRV-1F	San Lorenzo	CA	USA	NFHS
Thousand Oaks High School	2013	Yes	78378	Football, Soccer, Lacrosse	30429	Thousand Oaks	CA	USA	NFHS
Contra Loma Park	2013	Yes	161746	Soccer	FTRV-25	Antioch	CA	USA	Park & Rec
Mills HS	2013	Yes	12173		30166	Millbrae	CA	USA	NFHS
El Camino HS	2013	Yes	81105	Football, Soccer	30444	South San Francisco	CA	USA	NFHS
Southwestern College Stadium	2014	Yes	84105	Football, Soccer	FTRV-57	Chula Vista	CA	USA	NCAA
Carmel HS Track and Field	2014	Yes	86991	Football, Soccer, Field Hockey, Lacrosse	FTRV-2F	Carmel	CA	USA	NFHS
Minnie and Lovie Field	2014	Yes	233896	Football, Rugby, Volleyball	30249	San Francisco	CA	USA	Other
Edgewater Park	2014	Yes	80900	Softball, Soccer	FTRV-2B	Foster City	CA	USA	Park & Rec
Christopher High School	2014	Yes	87298	Football, Soccer, Field Hockey, Lacrosse	30276	Gilroy	CA	USA	NFHS
Mountain View High School	2014	Yes	88673	Football, Soccer, Lacrosse	30122	Mountain View	CA	USA	NFHS
Westlake High School	2014	Yes	88612	Football, Soccer, Lacrosse	30429	Westlake Village	CA	USA	NFHS
Archbishop Mitty HS Football	2014	Yes	78989	Football, Soccer, Lacrosse, Shot Put	30162	San Jose	CA	USA	NFHS
Newbury Park High School	2014	Yes	88004	Football, Soccer, Lacrosse	30429	Newbury Park	CA	USA	NFHS
Aloha High School	2014	Yes	80401	Football, Soccer	XT-85	Aloha	OR	USA	Other
Los Altos High School	2014	Yes	90314	Football, Soccer, Lacrosse	30122	Los Altos	CA	USA	NFHS
South San Francisco HS	2014	Yes	80725	Football, Soccer	30162	South San Francisco	CA	USA	NFHS
Capital Christian HS	2014	Yes	85722	Football, Soccer	FTRV-57	Sacramento	CA	USA	NFHS
EMERSON HIGH SCHOOL	2014	Yes	93214	Football, Lacrosse, Soccer	FTRV-1F	Emerson	NJ	USA	
LEGION FIELD RENOVATION	2014	Yes	101954	Football, Soccer, Lacrosse	30422	Weymouth	MA	USA	
Latimer Elementary School	2014	Yes	28096	Soccer	30005	San Jose	CA	USA	Elementary School
HARVARD UNIVERSITY-REPL	2015	Yes	111279	Football, Soccer, Lacrosse	31180	Boston	MA	USA	
ST. ALBANS SCHOOL - FOOTB	2015	Yes	77783	Football, Lacrosse, Soccer	31131	WASHINGTON	DC	USA	NFHS
SNOW HILL HIGH SCHOOL	2015	Yes	101995	Soccer, Field Hockey, Football	30275	SNOW HILL	MD	USA	NFHS
Beach Chalet Soccer	2015	Yes	312332	Soccer, Lacrosse	30249	San Francisco	CA	USA	NFHS
La Costa Canyon REPL	2015	Yes	89257	Football, Soccer, Lacrosse, Fi	31223	Carlsbad	CA	USA	NFHS
Foothill De Anza Football	2015	Yes	97323	Football	FTRV-2F	Los Altos Hills	CA	USA	NCAA
Salmon Bay Playfield REPL	2015	Yes	32965	Soccer	31227	Seattle	WA	USA	NFHS
Greenwich Academy [CT]	2015	Yes	81796	Field Hockey, Soccer, Women LAX, Soft	31129	Greenwich	CT	USA	
Bear Creek HS	2015	Yes	85417	Football, Soccer	FTRV-2F	Stockton	CA	USA	NFHS
Greater ATL CS Practice Field	2015	Yes	83446	Football, Soccer, Lacrosse	FTRV-1F	Norcross	GA	USA	
Prince William - Godwin MS	2015	Yes	95866	Football, Soccer, Lacrosse	30378	Woodridge	VA	USA	NFHS
Prince William - Woodbridge	2015	Yes	93434	Football, soccer, lacrosse	30378	Woodridge	VA	USA	NFHS
Prince William - Lake Ridge N	2015	Yes	93568	Football, Soccer, Lacrosse	30378	Woodridge	VA	USA	NFHS
Facebook Campus HQ	2015	Yes	20230	Soccer	30166	Menlo Park	CA	USA	Other
Miller Creek Middle School	2015	Yes	60210	Soccer	30166	San Rafael	CA	USA	NFHS
STUART HOBSON MS	2015	Yes	27140	Football, Soccer, Running Track	FTRV-1F	Washington D.C.	DC	USA	NFHS
Francis Parker School Lower I	2016	Yes	9901		31284	San Diego	CA	USA	NFHS
WVU - Milan Puskar Stadium	2016	Yes	115415	Football	FTRV-1F	Morgantown	WV	USA	NCAA



FieldTurf is **Football**

FieldTurf is the choice of football around the globe. It is the choice of top clubs such as FC Barcelona, Ajax, Arsenal, Liverpool, West Ham United, Paris Saint Germain, Olympique Lyonnais, Werder Bremen, and Seattle Sounders.

Why is FieldTurf the #1 choice for football? Independent studies show that FieldTurf has grass-like playability. FieldTurf is ideal for football because of its fibre technology (ball roll and performance), heavyweight infill system (energy restitution and shock absorption), and wide gauge tufting (playability and safety).



"Their turf is good! It's different from any other turf you play in the league. That's an amazing one."

Thierry Henry

Forward, FC Barcelona
Black and White French
Head of Team member
consequently in 100 clubs
FieldTurf



FIFA Preferred

FieldTurf is a select member of the FIFA Preferred Producer Program, having met the rigid obligations and reporting requirements. A FIFA Preferred Producer goes beyond the traditional supplier / installer scenario by continually improving the quality of their product and assuming responsibility for the production, installation and maintenance of the turf from inception to completion.

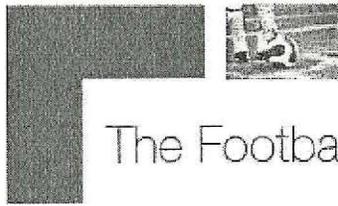


The **World Leader** in FIFA Recommended Pitches

No other company in the world has more FIFA Recommended Pitches than FieldTurf. The quality of our products and installations is proven worldwide.



*as of August 15, 2013



The Football Reference

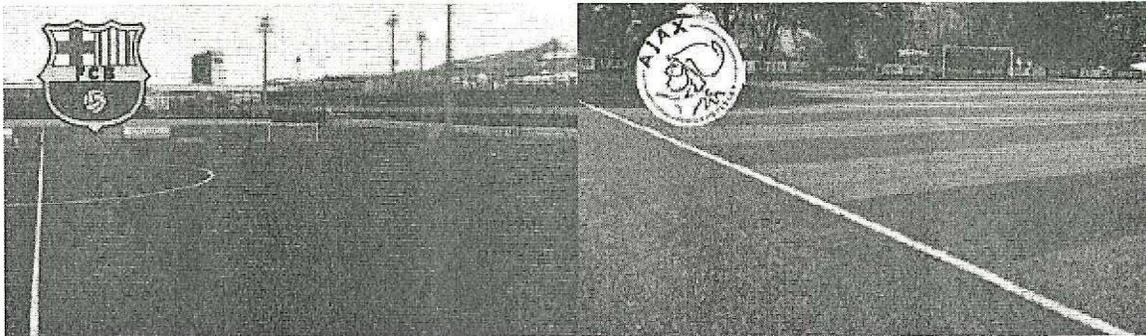
FieldTurf is the football reference worldwide. No other company has a stronger history in football or more high profile installations. Teams that play and/or practice on FieldTurf are champions – having won 867 trophies, including 370 first division championships, 306 national cups and 85 European trophies (28 UEFA Champions League).

FC BARCELONA

FieldTurf and FieldTurf Iberica have been working with FC Barcelona for over 20 years. Most recently, FieldTurf became the "Official Sports Surfaces Supplier" of FC Barcelona installing four new pitches at the Ciutat Esportiva Joan Gamper, home of the famed development program "La Masia". Emili Sabadell, FC Barcelona's Director of Operations, was quoted as saying that "the agreement with FieldTurf is very beneficial for FC Barcelona, as we will replace the current artificial turf, which was installed ten years ago, with new turf of a quality that is appropriate for our youth football."

AJAX

When Ajax needs artificial turf, they turn to FieldTurf. FieldTurf is installed at Amsterdam ArenA (surrounding the pitch) as well as on 5 pitches at their training facility, including the revolutionary "Powerhill" facility. According to Henri van der Aal, CCO of Ajax, "We have had a very good experience with FieldTurf football turf systems for many years and that is one of the reasons why we have chosen FieldTurf again. After examining all the most advanced football turf systems on the market, we are sure that FieldTurf is one of the best solutions".



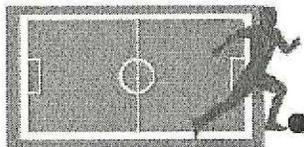
Most Grass-Like Playability

The 2012 study conducted by Prozone, an independent consulting firm specializing in football performance, confirms that there are "No Major Differences" in playability on FieldTurf or natural grass. Prozone installed a player tracking system on two fields – one at Luzhniki Stadium (FieldTurf) and the other at Khimki Arena (natural grass). Luzhniki has had FieldTurf installed for their pitch since 2006 and the results in key playability categories indicate that FieldTurf is equal to natural grass when it comes to playing football.



Criteria	FIFA 2 Star	FieldTurf Revolution
1- Ball Roll	4m - 6m	6.8m
2- Ball Rebound	0.60m - 0.65m	0.79m
3- Shock Absorption	60% - 70%	68%
4- Vertical Deformation	4mm - 10mm	8.0mm
5- Rotational Resistance	30Nm - 45Nm	35Nm

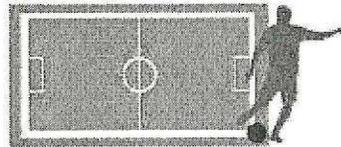
Same km run during match.



113.9 vs 112.1
FIELDTURF NATURAL GRASS

Indicating teams are confident to play very similar styles on both surfaces.

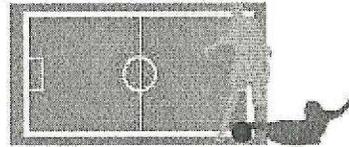
Same ball touches per player.



2.01 vs 2.06
FIELDTURF NATURAL GRASS

Indicating players are as comfortable with possession of the ball on both surfaces.

Increased tackles per player.



3.90 vs 3.20
FIELDTURF NATURAL GRASS

Indicating players are as secure about defending and tackling on both surfaces.



High Profile Installations

HIGH PROFILE STADIUM PITCHES

Atlético Bucaramanga (Colombia)
 Deportivo Saprissa (Costa Rica)
 Dundalk FC (Ireland)
 FSC Gutersloh 2009 (Germany)
 L'Hospitalet de Llobregat (Spain)
 Liga Deportiva Alajuelense (Costa Rica)
 New England Revolution (USA)
 Nicaragua National Team (Nicaragua)
 Portland Timbers (USA)
 Real Santander (Colombia)
 SC Cambuur (Netherlands)
 Seattle Sounders (USA)
 Terrassa FC (Spain)
 Volendam FC (Netherlands)
 WV-Venlo (Netherlands)
 Xolos de Tijuana (Mexico)

TRAINING PITCHES

England (Premiership)
 Arsenal
 Fulham
 Liverpool
 Newcastle United
 West Ham United

Spain (La Liga)
 Atlético Madrid
 FC Barcelona
 Getafe
 Sevilla

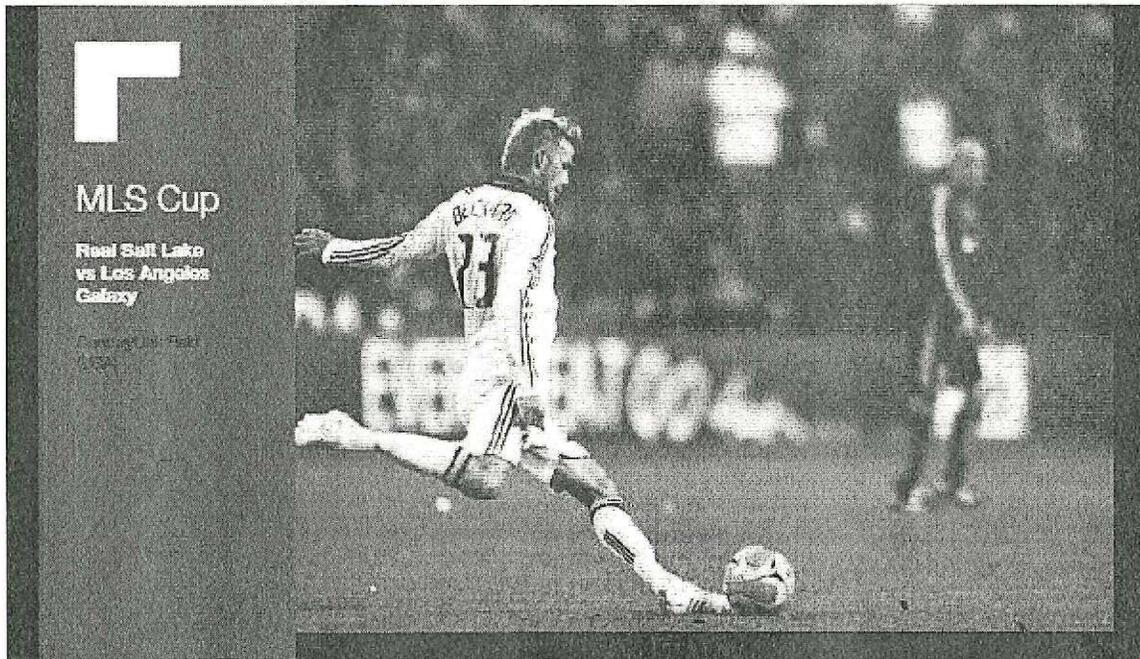
France (Ligue 1)
 FC Lorient
 FC Nantes
 FC Sochaux
 Girondins de Bordeaux
 Montpellier HSC
 OGC Nice
 Olympique Lyonnais
 Paris Saint Germain
 Stade Rennais
 Toulouse FC
 Valenciennes FC

North America (Major League Soccer)
 Chicago Fire
 Columbus Crew
 Houston Dynamo
 Montreal Impact
 New York Red Bulls
 Philadelphia Union
 Sporting KC

Others
 Ajax (Netherlands)
 Colo Colo (Chile)
 Cruz Azul (Mexico)
 FC Basel (Switzerland)
 FC Luzern (Switzerland)
 FC Wil (Switzerland)
 Hamburg HSV (Germany)
 Panathinaikos (Greece)
 Shakhtar Donetsk (Ukraine)
 Sporting Lisbon (Portugal)
 Werder Bremen (Germany)

STADIUM SURROUNDINGS

AC Milan & Inter Milan (Italy)
 Ajax (Netherlands)
 Borussia Dortmund (Germany)
 Feyenoord Rotterdam (Netherlands)
 Schalke 04 (Germany)



MLS Cup

Real Salt Lake
 vs Los Angeles
 Galaxy



The Company that Revolutionized the Industry

FieldTurf comes from humble beginnings. Its debut in the sports surfacing industry was in 1988, with the introduction of a synthetic grass system for tennis courts and a synthetic grass surface used to minimize wear and tear around golf practice tees. The company then began developing synthetic turf surfaces for other sports installations, including football, American football and baseball. FieldTurf focused on perfecting a sports field system with a sand and rubber infill, which provided superior athlete safety, high performance and extreme durability. The infilled artificial turf industry was born in 1984, when FieldTurf installed its first full-size football field.

Quality Manufacturing

During the manufacturing process there are three aspects to turf construction – Fibre Production, Tufting and Coating. It is important to know that FieldTurf controls all three aspects of the value chain. Nothing is left to a third party. Nothing is left to chance. This provides FieldTurf clients with a level of quality assurance that simply cannot be matched.

Fibre Production: FieldTurf's fibres are produced at our very own facility in Germany. This state-of-the-art facility was opened in 2010 and as a result has turned FieldTurf into one of the most vertically integrated companies in the world. The quality control process at the facility includes stringent testing of the yarn properties (tensile strength, uniformity and colour verification).

Tufting and Coating: Once the fibre is produced it is ready for tufting and coating which takes place at FieldTurf's 46,000 square-metre facility in Calhoun, Georgia. Our triple ISO certification ensures rigorous quality control and inspection under World Class Manufacturing (WCM) principles.



ISO 9001:2008
FM 06/1004



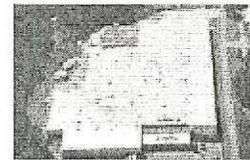
ISO 14001:2004
EMS 06/1007



OHSAS 18001:2007
OHS 06/1008



FieldTurf Fibre Production Plant -
Absteinach, Germany



FieldTurf Tufting & Coating Plant -
Calhoun, GA

Peace of Mind

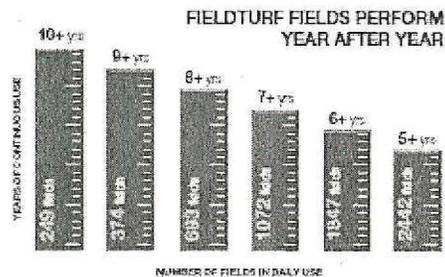
Even though you will probably never need to use it, you can rest easy knowing that you're protected by the industry's best third-party insured warranty. In the unlikely event something goes wrong with your field, it is peace of mind that sets FieldTurf apart.

- Yearly Aggregate Claim Limit of \$32,000,000
- Per Claim Limit of \$32,000,000
- Pre-Paid for 8 years



Proven Durability

Since its inception, FieldTurf has proven to be the most durable turf system in the world, with more fields that are 8 years or older than all other competitors combined. All of FieldTurf's components are made from the highest quality materials. FieldTurf fields are manufactured and installed with a level of attention to quality control that has changed the industry forever. No other artificial turf manufacturer in the world can measure up.



FieldTurf CoolPlay: High Performance. Low Temperature.



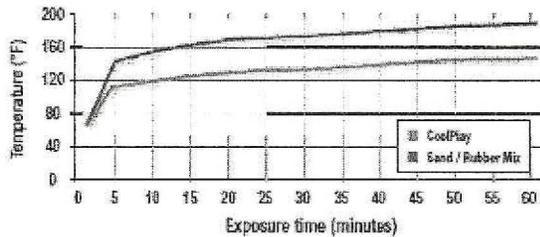
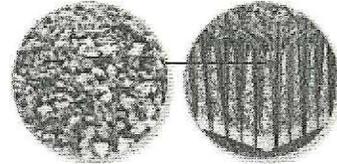
FieldTurf's exclusive cork top dressing performs just like the very best FieldTurf Elite system, found in the world's most famous stadiums.

The CoolPlay system delivers the same behavior and overall stability as FieldTurf's patented layered system.

CoolPlay takes nothing away from performance...except the heat!

-35°F

Laboratory tested to be 35°F cooler than traditional sand/rubber systems.



Alternative Infill Offering

In addition to our standard crumb rubber infill, FieldTurf also offers a complete line of turf systems with the following alternative infill options:

Nike Grind: Consists of recycled athletic shoes and Nike manufacturing scrap which are ground up and turned into infill crumb. Nike Grind is also a non-marking rubber, leaving balls, shoes and uniforms clean from any markings.

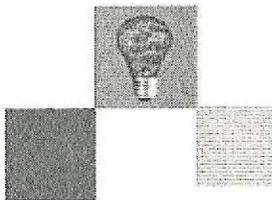
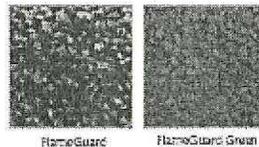
TPE: Produced by using prime raw materials which offer a stable shock absorption for synthetic turf fields. FieldTurf offers an innovative high grade, high performance TPE option.

Cork: Cork, a totally organic product harvested from cork oak trees, is 100% recyclable with no waste by-products. Due to its natural structure, cork's low thermal conductivity will allow the turf to remain cooler.

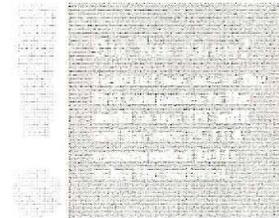


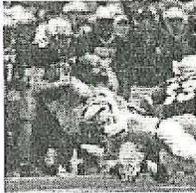
FieldTurf Fire Fighters

FieldTurf's revolutionary fire retardant materials and systems can meet and exceed any indoor or outdoor flame test or building code. FieldTurf's fire retardant offering includes a fire retardant fiber (FieldTurf FR), along with two infill options (FlameGuard and FlameGuard Green).



Innovation





THE SAFEST TURF SYSTEM.



The Ultimate In Safety, Performance And Durability

The most important attributes of a turf system are Safety, Performance, and Durability. FieldTurf is proud to be at the top of the class in all 3 categories. Independent testing proves its safety; player preference confirms its performance; and its durability is proven day in and day out at thousands of installations around the world.

What makes FieldTurf the safest system?

The answer is simple. FieldTurf works just like natural grass.

On a natural grass field the athletes cut, plant and release in the earth – not in the blades of grass. On an artificial turf field, the infill is the earth. FieldTurf's infill provides the same biomechanical properties as natural grass, as athletes cut, plant and release. Like in natural grass, athletes play in the infill, not on the turf fibers.

FieldTurf's infill system contains up to 9.2 lbs. per square foot. It's the "heavyweight" in the turf industry. All other turf systems contain a lightweight infill system, typically no more than 6 lbs. per sq. ft.

Stitch "gauge" refers to the distance between the rows of fibers in a turf carpet. FieldTurf is a "wide gauge" turf system. The rows of fiber are $3/4$ " apart for ideal cleat interaction. This spacing allows for proper cleat penetration of the infill. Proper penetration enables the athlete to plant, twist and release just like they do on natural grass - without undue torque transmitted to the knees and ankles. As a result, chances of injuries are greatly reduced.

All other turf systems use a very "narrow gauge" usually $3/8$ " or $1/2$ ". This narrow gauge results in turf that is overly dense, preventing the same penetration and positive biomechanical functions found on FieldTurf and natural grass.

The result is that the athlete plays on or in the fibers - not in the infill. This causes the fibers to wear faster and makes it more difficult for the athlete to get solid footing, causing slippage. We call this "The Skate Effect."

FieldTurf was built by athletes for athletes. Our team has taken the time to design and produce a patented turf system that is engineered and quite unlike any other. The combination of our heavyweight infill system and our wide gauge turf spacing are two unique inventions that set FieldTurf apart from the rest. The result is proven player safety and performance that is simply unmatched.

FieldTurf's performance enhancing artificial turf provides a surface that allows athletes to focus on skill and execution.

Playing In The Safety Zone

Long term study of FieldTurf fields provides evidence of the proven safety of the heavyweight infill system.

Data collected from 11 FieldTurf fields located in California confirmed the long term safety of FieldTurf fields as it relates to field hardness (Gmax).

FieldTurf fields with heavyweight infill systems maintain safe Gmax ratings over time, dispelling any myth of field compaction. In accordance with MSP (Maximum Safety and Performance) fields must be within a Gmax range of 120-180 to be considered safe. All the FieldTurf fields analyzed were in this range. Published reports have indicated that lightweight turf systems can achieve Gmax levels above 200.

Heavyweight infill systems have a minimum of 8 pounds of infill per sq. ft. while lightweight systems typically have a high face weight (high fiber density) a term commonly described as "Fiber Loading" and only 3 to 6 pounds of infill per square foot.

School	Field Age	Gmax
Francis Parker High School	7	127
Sycamore Valley Park	6	165
Mission Hill Middle School	6	149
Riverside Comm. College	6	131.9
Piner High School	7	136
Montgomery High School	7	122

School	Field Age	Gmax
Tamalpais High School	7	128
Granada High School	6	142
Andrew Hill High School	7	134
Piedmont Hills High School	7	143
Milpitas High School	7	163

Independent Testing Proves FieldTurf's Safety

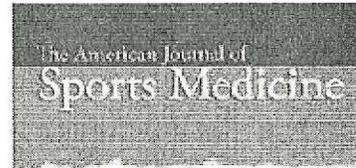
With FieldTurf, safety is not an empty claim or marketing jargon. We've put our product to the test in the most accurate testing possible - real life epidemiological testing of athletes. Here are the highlights of two published, peer reviewed studies:



FieldTurf was proven safer than natural grass in a 5-year high school football safety study:

- 44% Fewer Concussions
- 33.4% Lower ACL Trauma
- 26.6% Fewer Severe Injuries
- 33.4% Fewer Ligament Tears

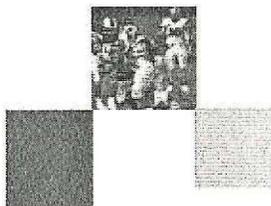
SOURCE: American Journal of Sports Medicine
HIGH SCHOOL FOOTBALL SAFETY STUDY: FIELDTURF VS. NATURAL GRASS,
A 5-YEAR PROSPECTIVE STUDY



FieldTurf was proven safer than natural grass in a 3-year college football safety study:

- 12% Fewer Concussions
- 40% Lower ACL Trauma
- 20.6% Fewer Severe Injuries
- 31.4% Fewer Ligament Tears

SOURCE: American Journal of Sports Medicine
COLLEGE FOOTBALL SAFETY STUDY: FIELDTURF VS. NATURAL GRASS,
A 3-YEAR PROSPECTIVE STUDY



FieldTurf's heavyweight infill system and wide gauge design result in fewer concussions and reduced lower extremity injuries.

"For the last 8 years FieldTurf has been part of Wesley College athletics and we could not be more satisfied with our decision. Over the time, our 47-0 home record is not only a testament to our players and coaches, but also to the surface we play on - FieldTurf!"

Mike Drass - Athletics Director and Head Football Coach, Wesley College

Keys To A Long-Lasting Turf System

There are 4 keys to a long-lasting turf system – a durable fiber system, high quality infill materials, proper infill depth and strong seam technology.

1 Durable Turf Fibers

While an artificial turf system's infill performs well for up to twenty years, it is the fiber system that wears first. Finding a durable fiber system is key when selecting your turf system. Independent testing on the durability of various fiber types is available at Penn State University. For more information on the study, contact your FieldTurf representative.

2 High Quality Infill Materials

Low grade rubber materials can cause premature wear of a turf field. There are two types of rubber material – high grade cryogenic rubber and low grade ambient rubber. Cryogenic rubber works to promote effective and consistent drainage by eliminating the potential for migration caused by water. The cryogenic rubber's smooth and rounded shape facilitates a consistent flow of water through the infill without raising and displacing any rubber. The loose and jagged rubber strands found in ambient rubber make it vulnerable to migration and floatation caused by the air bubbles in water.

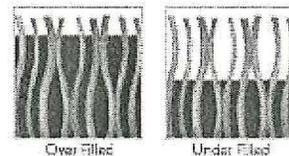
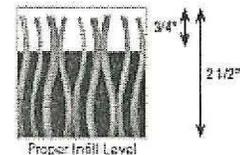
3 Proper Infill Depth

Infill depth will ensure proper playability and longevity of the fiber, while also maintaining a grass-like appearance. The infill is the athlete's source for cutting, planting, shock absorption and energy restitution. The critical mistake regardless of the type of infill used, is the under filling or over filling of the turf system.

Proper Infill Level: Infill at approximately 2/3 (two-thirds) depth of the fiber height will provide the necessary fiber support for a longer lasting field along with less maintenance and a very minimal amount of infill displacement.

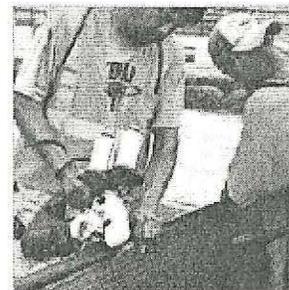
Over Filled: Too much infill depth in a turf system leads to rooster tails following ball roll and running, along with the potential for severe infill displacement.

Under Filled: An infill level that is too low can cause wrinkling and/or buckling of the turf surface and fails to protect the turf fibers from premature wear and abrasion.



4 Strong Seam Technology

When it comes to the longevity of field seams, there is only one answer – FieldTurf's heavy duty sewn seams. Simply put, glued seams will not stand the test of time. The number one maintenance problem associated with synthetic fields is that of loose unglued turf seams. Glued seams may be easier to install and less expensive as they require no special equipment or expertise. But sewn seams are the only way to ensure a trouble-free seam and a long-lasting, safe field. FieldTurf's panel seams are sewn with a double lock stitch. FieldTurf fields do not experience seam problems because FieldTurf settles for nothing less than the best materials and most thorough seam installation.





THE WORLD CLASS SOCCER SURFACE.



Designed For Soccer

The FieldTurf product was designed for soccer by focusing on four key soccer-related requirements: Ball Performance, Energy Restitution, Shock Absorption and Playability. FieldTurf is ideal for soccer because of its fiber technology (ball performance), heavyweight infill system (energy restitution and shock absorption) and wide gauge tufting (playability).

Why Is FieldTurf The Best Surface For Soccer?

Most Grass-Like Playability

The 2012 study conducted by Prozone, an independent consulting firm specializing in soccer performance, confirms that there are "No Major Differences" in playability on FieldTurf or natural grass.

Prozone installed a player tracking system on 2 fields – one at Luzhniki Stadium (FieldTurf) and the other at Khimki Arena (natural grass). Since 2006 Luzhniki has had FieldTurf installed for their pitch and the results in key playability categories indicate FieldTurf is equal to natural grass when it comes to playing soccer.

- Distance run during match was 13.9 km on FieldTurf vs. 12.1 km on grass, indicating teams are confident to play very similar styles on both surfaces.
- Ball touches per player were 2.01 on FieldTurf vs. 2.06 on grass, indicating players are just as comfortable with the possession of the ball on FieldTurf as on natural grass.
- Passes played forward increased on FieldTurf, indicating more offense and more entertaining games are played on it.
- Tackles per player rose by 0.70 on FieldTurf, illustrating that players are just as comfortable defending on FieldTurf and do not feel a greater risk of playing on the surface.

The Soccer Reference

With over 3,000 FieldTurf soccer installations, FieldTurf has the most FIFA Recommended fields in the world! Some of the most prestigious clubs worldwide practice or play on FieldTurf, including Real Madrid, FC Barcelona, and Manchester United. In the U.S., FieldTurf is the choice for 16 MLS teams for practice facilities, with New England Revolution, Portland Timbers and Seattle Sounders picking FieldTurf for their stadiums as well.



New England Revolution - Gillette Stadium

Soccer-Smart System Design

FieldTurf has invested in developing the ideal system for soccer with the following soccer specific attributes:

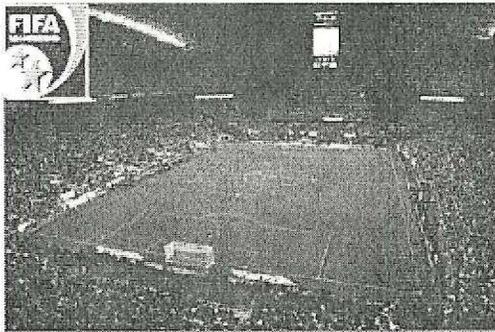
The Most Natural Ball Performance: The knock on synthetic turf has been unrealistic ball roll. On competitors' fields, fibers have laid over or become matted within just 1 or 2 years, causing the ball to roll too rapidly - informally referred to as "quickroll". FieldTurf has solved this problem with the introduction of our FieldTurf Revolution fiber. With unmatched memory to return each fiber to the upright position, ball roll remains natural, even over time.

Ball bounce on an artificial turf field is another concern that only FieldTurf has been able to properly address. Ball bounce is linked to the infill composition of the turf system. FieldTurf's patented layered infill system provides the right amount of softness to absorb the ball's impact in a natural way for the life of the field.

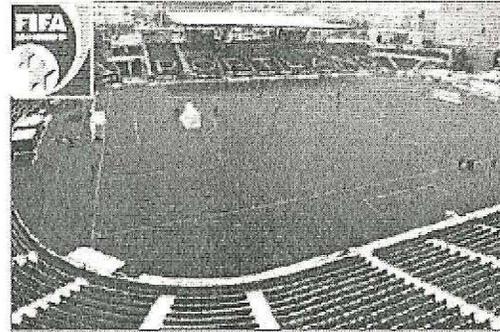
Optimal Energy Return: Energy restitution is the amount of energy that goes back into your legs when running on a surface. FieldTurf's layered system of sand and rubber provides the optimum level of energy restitution. Other all-rubber or lightweight surfaces are spongier which accelerate fatigue and muscle / joint stress. This effect is magnified on fields that will be used for both training and matches.

Proven Safety: During the Men's 2007 FIFA U20 World Cup in Canada, where the majority of the matches on artificial turf were played on FieldTurf, medical officer Dr. Rudy Gitens noted... "There were an average of 2.8 injuries per game through the first 48 games - 3.3 per game on natural grass and 2.4 on artificial turf. From these particular figures it would appear that artificial turf might be safer."

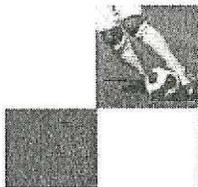
FIFA Preferred Producer: FieldTurf is a select member of the FIFA Preferred Producer Program having met the rigid obligations and reporting requirements. A FIFA Preferred Producer goes beyond the traditional supplier / installer scenario by continually improving the quality of their product and assuming responsibility for the production, installation and maintenance of the turf from inception to completion.



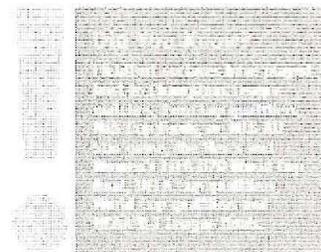
Seattle Sounders - CenturyLink Field



Portland Timbers - Jeld-Wen Field



SOCCER





VERTICAL INTEGRATION = QUALITY ASSURANCE.

The Quality Standard

FieldTurf, the worldwide leader in quality, remains focused on three pillars, all of which are supported by our triple ISO certification.

- 1 - **Better Materials**
- 2 - **Manufacturing Excellence**
- 3 - **World Class Installations**

Better Materials

Better materials make better fields. It's that simple. The two main materials in a turf system are fiber and infill and FieldTurf has invested heavily in selecting only the highest grade materials.

Fiber

For years, the belief throughout the industry has been that the shape of the fiber dictates its performance and durability. While this is partly true, the real key to fiber performance is a combination of Polymer, Process, and Geometry. This is FieldTurf's PPG philosophy. FieldTurf has spared no expense in using the best – and now exclusive – polymer and processing technology available on the market today.

Here are the three keys to producing high quality artificial turf fibers:

- Polymer** Proprietary polymer formulation to resist splitting and degradation, complete with an industry leading ultraviolet inhibitor technology.
- Process** State-of-the-art extrusion process for precision manufacturing that ensures the production of an exceptionally strong fiber with a radical reflection feature built into each artificial grass blade.
- Geometry** Intricate concave and ridged construction eliminates breaking points and provides the most natural looking fiber.



Infill

Cryogenic rubber is a rare grade of clean and finely rounded rubber. For improved safety and performance, cryogenic rubber is the only grade of rubber that FieldTurf uses in its Elite system fields. Others use ambient rubber, a cheaper grade of mass produced rubber. Ambient rubber is a jagged grade of particle and has the propensity to migrate resulting in low filled areas which can be more dangerous to athletes and contribute to premature fiber wear.

While most turf companies use low grade sand products, FieldTurf uses a more expensive washed silica sand. This silica sand has the ideal shape and hardness to ensure proper performance and long term durability. Before being installed, our washed silica sand and cryogenic rubber is tested for shape, size, safety, consistency and durability.



Manufacturing Excellence

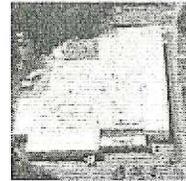
During the manufacturing process there are three aspects to turf construction – Fiber Production, Tufting, and Coating. What's important to know is that FieldTurf controls all three aspects of the value chain. Nothing is left to a third party. Nothing is left to chance. This provides FieldTurf clients with a level of quality assurance that simply cannot be matched.

Fiber Production: FieldTurf's fibers are produced at our very own facility in Germany. This state-of-the-art facility was opened in 2010 and as a result has turned FieldTurf into one of the most vertically integrated companies in the world. The quality control process at the facility includes stringent testing of the yarn properties (tensile strength, uniformity, color verification).

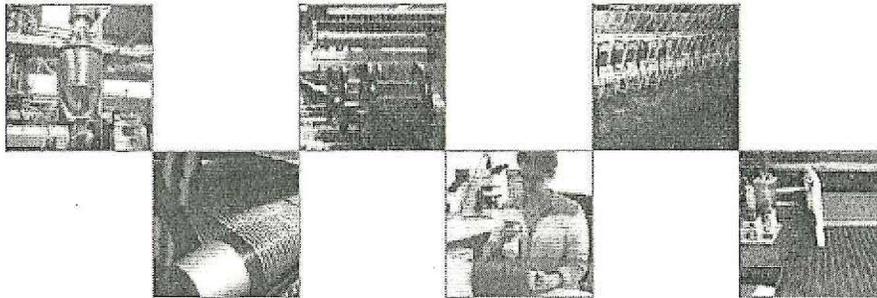
Tufting and Coating: Once the fiber is produced it is ready for tufting and coating which takes place at FieldTurf's 500,000 square-foot facility in Calhoun, Georgia. Our triple ISO certification ensures rigorous quality control and inspection under World Class Manufacturing (WCM) principles.



FieldTurf Fiber Production Plant - Abensdorf, Germany



FieldTurf Tufting & Coating Plant - Calhoun, GA



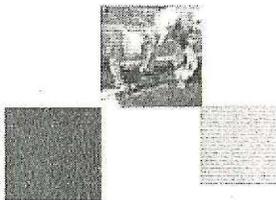
World Class Installations

In the turf industry, good materials aren't enough. A world class installation team is needed to assemble the materials properly. FieldTurf ensures the longevity and overall quality of our surfaces by taking the following measures:

Experienced Installation Crews - By using only crews who have experience with the FieldTurf products, FieldTurf is able to assure its customers that only those who fully understand the product and its construction requirements handle the installation.

Sewn Seams - With so much riding on the quality of the seam construction job, FieldTurf has chosen to invest in sewn seams rather than the cheaper glued alternative. FieldTurf's panel seams are sewn with a double lock stitch and FieldTurf has a proven record for fields without seam problems.

When it comes to the quality and safety of your field, you can be certain that FieldTurf settles for nothing less than the best materials and most thorough seam installation around. There is no compromise for quality.



Make sure that your supplier meets the following criteria:

- Self performs all fiber manufacturing, tufting, and coating
- Is ISO 9001, ISO 14001, OHSAS 18001 certified
- Sews all turf seams



THE WORLD LEADER IN ARTIFICIAL TURF.

1

Why Do Customers Choose FieldTurf?

Doing business with FieldTurf is more than just about a high end product. It's about dealing with a company that goes above and beyond to provide its clients with a service and peace of mind that is unmatched by any other company in the industry. This is achieved through:

- **Financial Strength**
- **The Best Warranty Protection**
- **A Strong Commitment to the Environment**
- **Leadership in Innovation**
- **First Class Customer Service**
- **Turf Purchasing Made Simple**

■ Financial Strength

With one of the strongest equity bases in the industry, there is no better partner than FieldTurf. Through Tarkett, in operation since 1872, FieldTurf enjoys a bonding capacity of over \$75,000,000 and has the financial strength of a company with over 130 years of experience in the surfacing business. In 2008, renowned investment firm KKR (Kohlberg, Kravis, & Roberts Co.) purchased 50% of Tarkett. KKR, with over \$60 billion in assets, is known in all circles of the world as a company that is among the world's elite in strengthening businesses and creating value.

■ The Best Warranty Protection

Even though you'll probably never need to use it, you can rest easy knowing that you're protected by the industry's best third-party insured warranty in the unlikely event something goes wrong with your field. It's peace of mind that sets FieldTurf apart.

- Yearly Aggregate Claim Limit of \$32,000,000
- Per Claim Limit of \$32,000,000
- All fields are automatically covered upon issuance of the Warranty Certificate
- Pre-Paid for 8 years

"After having FieldTurf for 10 years, we can honestly say that this is the best turf system on the planet. FieldTurf obviously spends a lot of time on R&D as their newest product that will be installed on our field is expected to last even longer than the previous field we had which is incredible. In our words FieldTurf is the safest and most durable turf on the market."

Brother Murphy - President,
Bergen Catholic High School

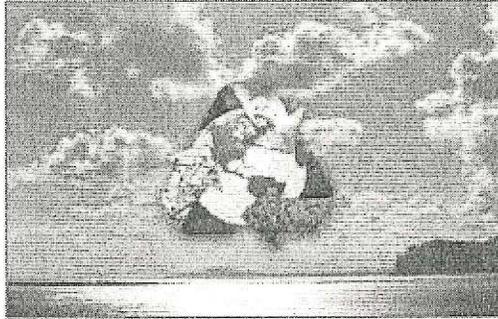
"The savings in time and money that were promised to us from the start continue to remain true today. Even after 10 years we continue to see a return on our investment as we maximize usage out of our all-weather FieldTurf field. We have gone from a philosophy of keeping people off our field to save the grass, to a philosophy of putting everything on the field that we can."

Tex Nolan - Longtime Athletic Director,
Amarillo ISD

Strong Commitment to the Environment

The environmental benefits of artificial turf have been well documented for years. Hundreds of studies have been completed to discover the truth about any potential risks of artificial turf. In every case, new generation artificial turf has been found to be completely safe.

FieldTurf was one of the first companies to introduce "lead free" products and to this day continues to use only lead free fibers.

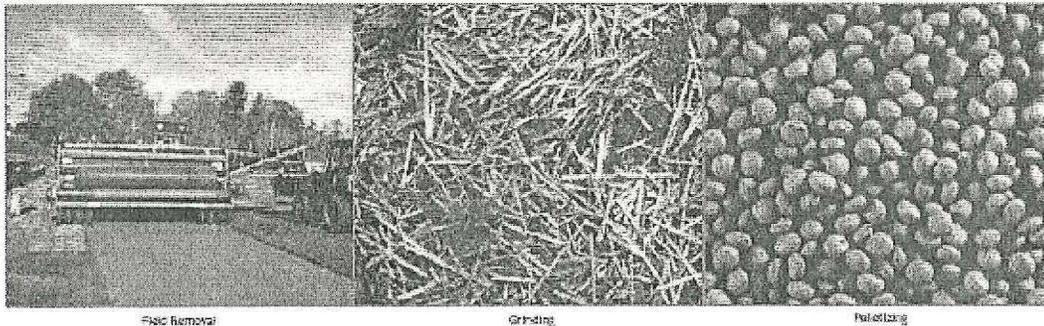


FieldTurf Recycles

FieldTurf is 100% recyclable. When a FieldTurf installation finally comes to the end of its long life - it continues to help our planet. FieldTurf was the first company in the industry to remove entire turf systems and recycle them. After removal, old turf fields can now be turned into new turf infill and backing, as well as other products, such as crude oil, custom bi-products and artificial lumber.

FieldTurf proudly offers a "Take Back" program for both sports fields and landscape applications, whereby FieldTurf will provide customers with the option, in writing, that fields will be recycled at the end of their useful life when replaced with another FieldTurf system.

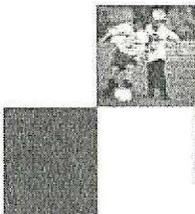
FieldTurf's 3-step recycling process



Field Removal

Grinding

Recycling



Commitment



THE WORLD LEADER IN ARTIFICIAL TURF.

■ Leadership In The Field Of Innovation

It's no secret that FieldTurf pioneered what is now commonly accepted as "artificial turf." What started with our invention of long pile, infilled artificial turf has continued with numerous industry-changing innovations. FieldTurf has introduced engineered products that are tailor made for each segment of the business and owns more than 30 patents that protect the company's product offering for sporting and non-sporting applications.



FieldTurf Innovation & Performance Center

All of FieldTurf's systems are tested using the latest equipment in our Innovation and Performance Center. Located at the company's headquarters the center ensures that any and all of FieldTurf's existing and new systems set superior standards for performance in their respective classes.



Penn State Center for Sports Surface Research

FieldTurf & Penn State University joined forces to mark a historic industry first in sports surface research. The Center for Sports Surface Research is an intercollegiate program managed within the Department of Crop and Soil Sciences in Penn State's College of Agricultural Sciences. It is headed by Dr. Andrew McNitt, who is regarded as a pioneer in the world of sports surface research, particularly as it relates to natural and synthetic turf. For more information on the Penn State Center for Sports Surface Research, please visit: ssrc.psu.edu

■ First Class Customer Service

Providing a high quality product and outstanding customer service has been a part of FieldTurf's successful business model since day one. Our customers are our number one priority, which is why we have taken the time to assemble an experienced and dedicated customer service department. We follow up with each and every one of our customers to ensure complete and consistent satisfaction.

In addition, our customer service department has assembled a comprehensive manual that covers all field care issues. Each FieldTurf customer receives a main guide that covers everything from field maintenance to field protection. Our devotion to our customers and their fields can be further confirmed by the extensive line of field care products and equipment designed and catered specifically for a FieldTurf field.



FieldCare

The 'FieldCare' national maintenance program is geared towards making our synthetic turf field systems perform at their optimal level for even longer. The FieldCare program is comprised of complete field inspections and regular maintenance done by FieldTurf authorized maintainers. The company's large network of skilled maintainers has enabled us to focus on longer lasting fields, greater savings and an expanded potential for our customers to generate revenue from their fields.

"Using the SmartBuy Purchasing Program was a big time saver for our staff. We did not have to use our time to write specifications and do all the extra research. We got the Bowen running track and FieldTurf field we wanted and saved time."

Janice Essenberg - Director of Administrative Services, David Douglas School District

■ Turf Purchasing Made Simple

Aside from finding the right products for our customers, we've also taken the necessary steps to make the turf purchasing process as easy as possible.

Just follow the 4 key steps to our Simplified Purchasing Program:

SmartBuy Purchasing Program: With our SmartBuy purchasing program, our customers get what they want without the expensive and time-consuming bid process.

Experienced Project Administrators: FieldTurf's in-house project administrators take responsibility for guiding our customers through the construction process.

On-Site Construction Managers: With over 4,000 fields worth of experience, our construction team is responsible for building your field of dreams.

Exceptional Customer Service: Contrary to how some of our competitors operate, we pride ourselves on being a partner with our clients for the life of their field.

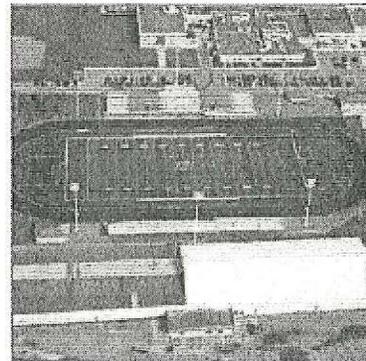


School and municipal improvement projects can be a very long and costly process, with many unforeseen delays. Organizations have to go through the hassle of advertising, investigating, obtaining designs, writing specifications, conducting bid meetings and dealing with potentially inexperienced contractors - all while managing and coordinating the installation process. Due to the countless steps associated with the bid process, it is not unusual for six months to go by before even breaking ground on a facility improvement project.

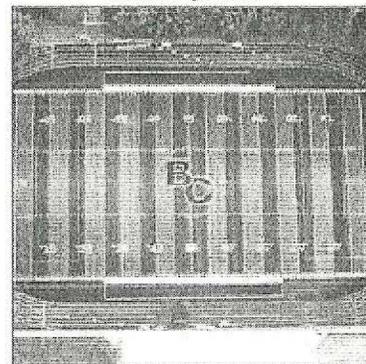
Our objective has not only been to make the best sports surfaces in the world, but also to improve the purchasing process. With that in mind, we are proud to introduce The SmartBuy Purchasing Program. This program encompasses the highest quality sports surfacing products in the industry from FieldTurf and Beynon. Whether it's artificial turf, running tracks or court surfaces, it has never been as simple or cost-effective to obtain the highest quality sports surfacing products.

Hundreds of organizations have chosen to purchase through one of the cooperatives under the SmartBuy Purchasing Program because it:

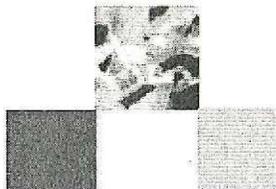
- Simplifies the ordering process
- Prevents duplication of the bid process
- Carries the industry's best products
- Guarantees the best value
- Satisfies bid laws in many states
- Provides owner with project control
- Provides turnkey product solutions
- Offers preferential pre-negotiated pricing



Cosco Senior High School, MI



Bergen Catholic High School, NJ



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EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Eight Hundred Sixty One Thousand Dollars (\$861,000.00), subject to budget appropriations.

Item Description	Cost
1. Youth Soccer Park Field #2	
2.25 inch, Field Turf Revolution 360 (FTRV360-57) series turf	\$4.20/SF
Coated Rubber	\$0.20/SF
CoolPlay System	\$0.40/SF
Sub Total	\$513,943
Removal/Disposal/Fine Grading	\$62,841
Supply and installation of Brock Power Base YSR	\$220,634
Maintenance Equipment (GroomRight & SweepRight)	\$5,750
8 Year Warranty (3 rd Party Insured)	Included
20 Year Brock Warranty	Included
Gmax testing at completion (1 test) to include minimum of 11 points in field of play including goal mouths, mid and quarter field lines	\$1,000
CMAS Fees	Included
Sales Tax on Materials only (8.75%)	\$36,572
Sub Total	\$840,740
Performance bonds	\$9,559
Field 2 Total	\$850,299
2. Additional City of Santa Clara Athletic Fields. Field Turf will honor the per square foot price noted for FTRV360-57 and Brock Power Base YSR products for Field Turf installations purchased by City of Santa Clara through April 2018.	TBD
3. Contingency (For City determined items at the City's sole discretion)	\$10,701
Contract not to exceed Total	\$861,000

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

FIELDTURF USA, INC.

a California corporation

By: _____

Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.