



October 30, 2013

Mr. Bill Henning
Senior District Architect
San Diego USD
4860 Ruffner St
San Diego CA 92111

Dear Bill:

I've been in close contact with Tim Coury regarding the on-going Duraspine field issues at San Diego Unified. He forwarded your concerns expressed to him via e-mail and I wanted to take the opportunity to respond since I have been intricately involved with these issues nationally.

First, I want to stress that San Diego Unified is one of FieldTurf's most valued clients, and at the end of the day, our goal is to have the District completely satisfied with their installations and our service level. The Duraspine fields within the District that are in question will most likely need to be replaced prior to their warranty expiration due to fiber failures subject to what we believe is inadequate UV protection and polymer breakdown. It is important to note however, that these fiber failures in most cases, do not pose any sort of safety or field performance issue. The fibers themselves above the in-fill surface are primarily aesthetic and it is the multi-layer in-fill system that the players are and should be interacting with. We can, and will, evaluate each field for continued playability and will also offer N/C cleaning and grooming solutions where needed.

I know Tim has shared with you the ongoing litigation we are engaged in with the Duraspine fiber manufacturer, Tencate, LLC. The remediation options that are available to our customers at this point are unfortunately fixed until we have a judgment in the litigation. At this point, we expect a trial to take place sometime in the first half of 2014. Once a judgment is issued, the remediation options should expand along with associated costs.

One of the primary reasons the District selected FieldTurf as their standard was the financial strength of the organization and the peace of mind provided by the issued warranties. In the history of this industry, it is unprecedented for a company to undertake even a small number of field replacements when problems arise. FieldTurf has already replaced in excess of 70 fields affected by these issues. We believe the total number of fields impacted is a relatively small percentage of the 5,000 active installs we have in North America. We also have invested heavily in our production capabilities and R&D, where we now produce our own fiber materials and have taken 3rd party material suppliers largely out of the production / installation process – a unique position in the industry.



Please let me know if there is any further detail I can provide or questions I can answer to give you greater peace of mind as we go thru this process.

Again, your satisfaction is our ultimate objective.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Olinger'.

Martin Olinger
Senior VP, Sales

Cc: T Coury

From: Tim Coury <tcfieldturf@cox.net>
Sent: Thursday, October 31, 2013 2:57 PM
To: Henning William
Cc: Stanford Gary; Capano Giovanni; Chico Loren; Higdon Robert
Subject: RE: FieldTurf
Attachments: San Diego USD Letter Bill Henning.doc

Hi Bill:

Thanks for the response and explanation of your concerns. I have attached a letter from Marty Olinger, Senior VP of Sales for FieldTurf. I wanted to make sure that you, Gary and staff there realize that we take the field 'issues' within your district seriously and the Top Management at FieldTurf is engaged with me. Our plan is to do what it takes to 'fix' the problems via the most acceptable means for the district. As agreed during our meeting last week, we will continue to have open communication re: the affected Duraspine fields within the district and will standby ready to take appropriate remedial action when it makes the most sense for each site.

To answer your immediate concern below re is the field at Mira Mesa HS safe ?..... the answer is yes. Marty's letter expands on this as well. **The 'draft' letter that I sent you uses the phrase the 'fiber on the field has failed' to address the condition of the blades of grass.** As you know, the FieldTurf 'system' is made up of over 9.2 lbs per square foot of sand and rubber infill. The blades of grass on fields are aesthetically pleasing, but the safety and playability of our fields comes from the infill. This is where all of the biomechanics, cushion, traction etc comes from during play.

Please let me know if you have any further questions or concerns upon review of Marty's letter. I will be back in touch with you next week with an assessment of the 6 Duraspine fields and which ones require a continued discussion re: remedial action.

Sincerely,
Tim Coury
FieldTurf
760-635-2504

From: Henning William [mailto:bhenning@sandi.net]
Sent: Monday, October 28, 2013 8:41 AM
To: Tim Coury
Cc: Stanford Gary; Capano Giovanni; Chico Loren; Higdon Robert
Subject: RE: FieldTurf

Tim,

Please see my remarks inserted within your E-Mail in **bold, green**, font below. Additionally however, as opposed to the "draft" letter you enclosed and addressed to me, some applicable, additional, comments would be as follows:

1. You originally called Loren Chico, explaining your "offer" and thereafter, met with him to explain in greater detail.

2. You then met with Gary Stanford and me to present the background of your ongoing legal situation with a vendor/supplier/manufacturer to FieldTurf, and the parameters that, as you explained, are obligated to operate and offer thereunder, by dictate of the Court.
3. It was mentioned to you about the ongoing district bond-funded, stadium replacement project that is currently scheduled and how your offer to replace the current FieldTurf product would present a logistical as well as potential "care" problem with such new construction occurring just after a ST replacement occurred.
4. It was then concluded that an immediate replacement of the existing ST product should likely not occur.
5. It was further indicated that replacement with the same (defective) product did not seem like an appropriate direction in which to proceed and/or for the district to accept as a solution, insofar as correcting a faulty product for which the district previously contracted.
6. It was also stated there was concern that a "free replacement" may turn into an additional cost to the district if during such replacement operation there was something of an "additional, non-covered, work nature" that was deemed necessary to be included before the "free replacement" could proceed.
7. In the 2nd paragraph of your "draft" letter to me, you state the following: "*It has been determined the fiber on the field has failed.*" The words, "*has failed*" are different from that which was stated in the meeting with Gary and me. More specifically, we understood you to be indicating that the problem was aesthetic in nature as it created large blotches of black areas where the ballast has become inappropriately visible. That said, the words "*has failed*", now however present an entirely different condition that must be dealt with, it would seem, as such could include the indication that it is unsafe for normally associated activity to occur thereon. In our meeting, you had indicated such was not at all the case; however, in your letter, that reference is not included. It would seem Tim, that you need to either clearly define the use of the words "*has failed*" so it is known exactly what you mean; or, if those words are applicable as stated and that they universally cover all aspects of "failure", it would seem the district needs to consider the need for filing a normal warranty claim.
8. Including but not necessarily limited to the comments above, it would seem the "draft" letter you sent to me is not quite appropriate and/or applicable as written, as it should be addressed to both Gary and me; and too, should be revised accordingly as it does not address the situation as it unfolded and as was discussed in our recent, referenced, meeting.

Thanks and I hope the above input is understandable. Although it is pointed, it is not at all meant to be anything other than representative of the discussion that has occurred; and too, hopefully helpful in promoting the needed further communication on the matter.

Bill

From: Tim Coury [<mailto:tcfieldturf@cox.net>]

Sent: Friday, October 25, 2013 12:49 PM

To: 'gstanford@sandi.net'; 'Henning William'

Subject: FieldTurf

Hi Gary / Bill:

Thanks again for meeting with me this week. As discussed, I will forward a summary of the 6 Duraspine field evaluations to Bill upon completion. **Thanks Tim and I will watch for them accordingly.** In the meantime, I will visit these sites personally and give you my 'unofficial' assessment as well. **That too will be watched-for and appreciated.** The fiber problems have been very inconsistent from field to field. We will continue to monitor the surfaces moving forward and provide additional grooming services as needed.

As mentioned, I have attached the 'wear' report done by Penn State Univ on FieldTurf Revolution vs other turf fibers. The results are powerful. Building and managing our own 'Fiber Extrusion' plant was a critical step in ending our liability with 3rd party suppliers.....and has insured the quality of FieldTurf products that we demand. Now and in the future.

Lastly, I have attached a copy of the 'draft' letter for Mira Mesa HS outlining what we discussed. Please let me know if anything changes in terms of an earlier date to replace this field. **Yes, we will....and in that regard, I have copied both Loren C. (typical ST PM), Gio Capano (Supervisor of bond-funded projects) and Bob Higdon (PM for the stadium improvement project) on this reply so they too are aware of the need to keep you informed of the scheduled project work in this stadium area.**

Sincerely,
Tim Coury
FieldTurf
760-635-2504