



Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

**Date:** July 24, 2013  
**To:** Recreation and Park Commission  
**From:** Lisa Bransten  
Director of Partnerships  
**Re:** Rolph Baseball Diamond Renovations

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### **Agenda Item Wording**

Discussion and possible action to 1) to retroactively accept from the Giants Community Fund a grant-in-place of goods and services valued at approximately \$40,000 to renovate the baseball field at James Rolph Jr. Playground, and 2) authorize staff to enter into a grant-acceptance agreement to govern the design and installation of the baseball field improvements on terms consistent with the Department's other in-kind grant agreements.

### **Background**

"Diamonds and Dreams" is a contest run by Chevrolet in partnership with Major League Baseball "MLB" that awards baseball field renovations to communities all over the US. Earlier this year, MLB awarded a \$40,000 grant for a field renovation to the Giants Community Fund, which is the non-profit arm of the San Francisco Giants baseball team. The Community Fund uses baseball as a forum to encourage underserved youth and their families to lead healthy, productive lives.

As part of the Diamonds and Dreams program, Chevrolet contracted with Ripken Management and Design LLC "Ripken" – a national athletic field designer and consultant – and Sport Fields Inc. "Fields" – a national field construction firm – to develop and execute on a scope of work for each local baseball field project.

### **FIELD SELECTION**

Rolph Playground near the intersection of Cesar Chavez Street and Potrero Avenue in San Francisco's Mission District features two baseball diamonds and was one of two sites selected by Department staff as a field where a \$40,000 grant would allow for solid improvements and would benefit a large number of youth in San Francisco. After evaluating both sites, the Community Fund selected Rolph in part because a summer project there would be the least disruptive to fall baseball programming. The diamonds at Rolph are very heavily used during the school year.

The Department worked with Ripken and Fields to develop and execute the scope of work for Rolph. Due to timing constraints of both the department and the contractor, the project at Rolph began the week of July 22. The General Manager notified the Commission of this project and it was well received at the July 18 Commission meeting.

### ROLPH CONDITIONS

The two infields at Rolph were worn from heavy use and some damaged irrigation. Over the years the infield dirt has become very compacted and rock-like and a large "lip" has developed where the infield dirt meets the outfield grass.

### THE PROJECT

On June 27, 2013, Department staff met on site with representatives from Ripken to develop a scope of work for the project. Ripken staff agreed with Department staff's assessment of field conditions and all parties agreed upon the following preliminary scope of work to be performed under the grant, subject to budget constraints:

1. Strip the infield grass and resod to regulation with West Coaster Fescue Blue (per request of RPD).
2. Scarify and grade stripped infield with drag-behind grading attachment to make a softer playing surface.
3. Topdress the infield with new mix and/or soil conditioner
4. Strip, re-grade and sod a 10' arch of outfield turf adjacent to the infield.

This project was time sensitive because Department permits and turf management staff determined that the renovation had to begin by July 29 at the latest in order to provide adequate time for the field improvements before the start of fall athletic programming.

### AGREEMENT

In order to undertake the project expediently, Department staff developed a grant acceptance agreement nearly identical to the agreement signed by all parties involved in the Larsen field renovation undertaken in July by Ripken and Fields. This agreement ensures that the contractor(s) performing the field renovation meets all City and Department requirements including but not limited to maintenance of insurance, ensuring public safety and posting appropriate signage. The grant agreement is subject to approval by the Recreation and Parks Commission at its August 15<sup>th</sup> meeting.

### **Financial Impact**

Approximately \$40,000 in-kind grant

### **Recommendation**

Department management and staff recommend that the Commission accept the grant-in-place from San Francisco RBI valued at \$40,000 for the renovation of Rolph baseball diamonds, and authorize staff to execute a grant acceptance agreement governing construction of the improvements.

### **Supported by**

Giants Community Fund  
San Francisco Little League Baseball

### **Opposed By**

No known at this time

### **Attachment**

- Project Grant agreement (including scope of work)

**People to contact:**

Lisa Bransten

Director of Partnerships

[lisa.bransten@sfgov.org](mailto:lisa.bransten@sfgov.org)

415.831.2704



**GRANT AGREEMENT AND PERMIT TO ENTER**

Between  
Sports Fields Inc.

and

Ripken Management and Design LLC

and

San Francisco Recreation and Park Department  
(dated July 23, 2013 for reference purposes)

WHEREAS, The Recreation and Park Department ("Department" or "RPD") operates and maintains real property owned by the City and County of San Francisco ("City") on Potrero Avenue and Cesar Chavez Street, commonly known as the James Rolph Jr. Playground ("Park"); and

WHEREAS, The San Francisco Giants Community Foundation ("the Giants") is a youth-serving non-profit organization that brings a baseball and life-skills programming to underserved youth in San Francisco; and

WHEREAS, "Diamonds and Dreams" is a contest run by Chevrolet in partnership with Major League Baseball "MLB" that awards baseball field renovations to communities all over the US that are developed by Ripken Management and Design LLC ("RMD") and executed by Sports Fields Inc. ("Fields"); and

WHEREAS, In 2013 MLB awarded the Giants a Diamonds and Dreams grant consisting of a renovation of a baseball field in San Francisco valued at \$40,000, and the Giants have proposed to award this grant to the Department as a grant-in-place (the "Grant"); and

WHEREAS, Due to budget and staffing constraints, the Department's Turf Management division may be unable to implement all desired field upgrades at the Park in the near future; and

WHEREAS, Department staff have determined that the Grant would be best used at the baseball fields at James R. Rolph Jr. Playground (the "Field"); and

WHEREAS, Fields and RMD have developed a scope of work valued at approximately \$40,000 to perform a renovation of the Field and the Department has reviewed and approved the scope of work set forth in Exhibit A ("the Field Renovation"); and

WHEREAS, The Department's acceptance of the Grant is subject to and contingent upon approval by the Recreation and Park Commission. The Commission is scheduled to consider taking action to accept the Grant at its next public meeting on August 15, 2013.

Now, therefore, it is agreed as follows:

Subject to and contingent upon approval by the San Francisco Recreation and Park Commission, the Department accepts the Grant from the Giants and grants RMD and Fields (collectively, "Contractors") permission to design and perform the Field Renovation subject to the following conditions:

July 18, 2013 San Francisco draft

1. **Permission to Enter.** The Department confers to Contractors a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Park for the limited purpose of conducting the Field Renovation subject to the terms, conditions and restrictions set forth below.
2. **Costs.** Contractors shall be responsible for all costs or expenses of any kind or nature in connection with the Field Renovation.
3. **Scope of Work/Timeline.** RMD will design and Fields will perform the Field Renovation in general accordance with the document titled, "Approved Scope of Work," dated July 17, 2013 attached hereto as **Exhibit A**, including any changes or modifications thereto agreed to by the Parties. Contractors and the Department will create a timeline for the Field Renovation. Following the Department's approval of the final Field Renovation plan and timeline, Contractors will execute the Field Renovation in accordance with the approved timeline and plan.
4. **Contractor/Installation Requirements.** Contractors may conduct the Field Renovation only upon satisfaction of the following conditions, which are for the sole benefit of the City. RMD, Fields, and all other entities or individuals providing design, engineering or architectural services for the Field Renovation shall comply with the following requirements and require any such other contractors or agents it procures for the Field Renovation to comply with the following requirements in performing work at the Park:
  - a. Obtain any and all necessary City permits and comply with applicable laws including disability access laws.
  - b. Maintain for the duration of the Field Renovation informational signs and/or banners in the Park to be posted by the Department alerting the public to the date and time the field renovation will take place.
  - c. Work with RPD to implement appropriate measures to ensure public safety while working in the Park, including, but not limited to, erecting safety barriers and caution signage and/or tape.
  - d. Pay its workers the prevailing rate of wage for the craft or classification of work performed.
  - e. Adhere to Occupational Safety & Health Administration standards related to landscape contractor and general engineering services.
  - f. Ensure that any and all improvements to the Park comply with all applicable laws, statutes, ordinances and governmental rules and regulations, and, without limitation, all federal and state laws governing disability access. Before beginning any work, Contractors shall obtain all permits, licenses and approvals of any regulatory agencies required to commence and complete the field renovation.



except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

To the fullest extent permitted by law, RMD shall indemnify, defend, save and hold harmless the San Francisco Recreation and Park Department, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from claims by persons other than the foregoing described indemnitees due to the performance of the design and construction described in this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of RMD., its Contractors, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

To the fullest extent permitted by the laws of the State of California, Sports Fields Inc. and RMD and each of them hereby forever waive, relinquish, defend, discharge and hold harmless the Department, its commissioners, officers, employees, agents and volunteers, from any and all claims of every nature whatsoever, which either of them may have at any time against the Department, its commissioners, officers, employees, agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by either Sports Fields Inc. or RMD, or any person claiming by, through or under the Sports Fields Inc. or RMD, relating directly or indirectly to the Sports Fields Inc.'s or RMD's work to refurbish the Field.

6. **Termination.** The Department may terminate this Agreement and the Field Renovation to be performed by Contractors or any other entity associated with the Grant or the Field Renovation project for any reason and without cause, upon not less than seven (7) days written notice to Contractors. This Agreement is for the benefit of the Department and Contractors only and there are no third party beneficiaries.

7. **Contacts/Notices:**

SF Recreation and Park Department: Partnerships Division, McLaren Lodge in Golden Gate Park, 501 Stanyan Street San Francisco, CA 94117

Fields: 3760 Sixes Rd. Suite 126-331 Canton, GA 30114

RMD: 1427 Clarkview Rd., Suite 100, Baltimore, MD 21209

8. **Miscellaneous.**

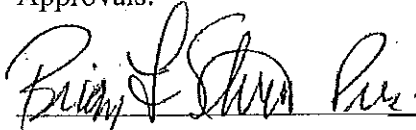
- a. This Agreement may be amended or modified only in writing signed by Fields, RMD, and the Department.





July 18, 2013 San Francisco draft

- b. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
- c. All actions described herein including but not limited to the performance of the Field Renovation as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- d. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.

Approvals:

  
\_\_\_\_\_  
Sports Fields Inc.                      Date

                      7/23/2013  
\_\_\_\_\_  
Ripken Management and Design, LLC                      Date

                      7-23-13  
\_\_\_\_\_  
Phil Ginsburg, General Manager                      Date  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

Attachments:

- Exhibit A:    Approved Scope of Work
- Exhibit B:    Insurance Requirements
- Exhibit C:    Professional Liability Insurance

## **Exhibit A: Approved Scope of Work**



## **Field Renovation Recommendations for Bayview Park at KC Jones Playground and James Rolph Jr. Playground**

**June 28, 2013**

*Revised v1 July 9, 2013; v2 July 17, 2013*

### **Introduction**

Through the Chevrolet "Diamonds and Dreams Program," San Francisco, CA was selected to be the beneficiary of a field makeover awarded to San Francisco RBI on the occasion of San Francisco Giants players winning both the All Star Game and World Series MVP Awards in the 2012 season. Through coordination between the San Francisco Giants, Chevrolet and Major League Baseball, Rolph Park was selected for review to receive the makeover prize.

On Thursday June 27<sup>th</sup>, Dan Taylor (Ripken Design) met representatives of the City of San Francisco, Recreation and Parks to discuss the needs of City and to take a tour of the fields. A series of priorities were identified that will be discussed later in this report. The opinions of everyone involved have been carefully considered when crafting these recommendations.

### **Rolph Park**

Rolph Park is one of the most highly visible park locations in San Francisco. Located in the mission district, the field represents one of the most heavily used fields in the City, with excellent visibility from multiple highways. The park features two baseball infields with shared outfield space and is adjacent to a recreation center and across the street from a skate park. It represents an uncommonly large amount of recreational open space in the Mission District, considering the high land values in the area. Because of its heavy use, the field shows signs of significant wear throughout the infield and outfield areas, made the more difficult to repair by the difficulty of scheduling appropriate field recovery time after improvements have been made. In conversation with on-site park management, a number of potential improvements were discussed that would make an immediate impact on the quality of the field and the ability to maintain it over time.



Ripken Design made the following observations about the condition of the field during the site visit:

1. There are two infields split by shared outfield space. The condition of the two infields are comparable and the fields are used equivalent amounts.
2. The irrigation pressure pump is broken and in need of replacement
3. There 1-2 valve leaks in the irrigation that has required manual watering/overwatering
4. Irrigation heads around shortstop and second base are damaged
5. Infield mix is heavily compacted with a light top layer. In need of scarification to decompact
6. Quick coupler in the infield of Diamond #2 is leaking
7. There is a huge lip between the infield and outfield of Diamond #2 that extends for approximately 20' beyond the infield
8. Existing fencing is in relatively good condition but extends beyond the top rail and has begun to roll up at the bottom
9. Light pole padding is missing from three (3) light standards and is heavily worn on a fourth
10. Backstop boards are heavily worn and in need of replacement
11. Infield has been dragged to the point where the infield grass is a circle and is no longer regulation shape. This is the case on both fields.
12. The pitcher's circle (no mound) has worn extensively and the dirt area now vastly exceeds regulation size
13. Home plate on both diamonds is noticeably worn
14. Outfield grass coverage is ok, with presence of weeds but minimal patches of dead grass.

### **Renovation Options**

Ripken Design and FIELDS Inc. have developed a set of recommendations, with estimated budgetary ranges, that would renovate the fields in such a way as to maximize 1) safety, 2) playability 3) aesthetic appeal and 4) short- and long-term benefit. Using these recommended renovations and budget constraints as a guide, Ripken Design will make a final recommendation for field selection and project scope to maximize the per-dollar impact of the project.



Rolph Field Could benefit by performing the following items:

- Replace damaged pressure pump
- Strip grass from both infields and re-sod to regulation
- Topdress and overseed outfield
- Scarify infield and topdress with new material
- Replace old/damaged irrigation heads (~8-10)
- Reshape pitchers circle
- New home plate on both diamonds
- Cut 20' collar between infield edge of Diamond #2 and outfield and regrade to fix major lip issue, especially behind 3B
- Install new light pole padding
- Replace backstop boards
- Cut off excess chain link at top of wing fencing and tie-down damaged fencing at the bottom pole
- Replace damaged quick coupler
- Replace damaged valves (1-2)

### **Field Selection Recommendation and Award**

Ripken Design, based on the preference of the San Francisco Giants as expressed on July 9<sup>th</sup>, recommends that Rolph Field be awarded the field makeover. This recommendation is contingent upon the field being ready and available for construction beginning July 19<sup>th</sup>, 2013. If this is not the case, then Ripken Design will revert to its initial recommendation of improving Bayview Park (alternative scope included). The proposed scope of work for Rolph Field is included below.

### **Scope of Work – Rolph Field**

The following scope of work will be performed on the field, in accordance with observations of the site and discussions with representatives of San Francisco Parks & Recreation. The scope of work applies to **both infields** at Rolph Field, unless otherwise specified



1. Strip infield grass and resod to regulation with West Coaster Fescue Blue (per SF Rec and Parks request)
2. Scarify and grade stripped infield with drag behind grading attachment
3. Topdress infield with new mix and/or soil conditioner
4. Strip, Re-grade, and Sod 10' arch surrounding infield

### **Timeline**

Ripken Design and FIELDS Inc., will seek preliminary approval by email or phone of these recommendations by San Francisco Recreation and Parks no later than July 9, 2013. Construction will then be scheduled to begin on July 19<sup>th</sup> so as to minimally interfere with existing department programming on the field, and to coincide with other area projects, if possible. Renovations will take five (5) to seven (7) days to complete. It is anticipated that this project will be formally approved on July 18<sup>th</sup> with construction occurring as early as July 19<sup>th</sup>.

### **Approvals**

It is the recommendation of Ripken Design and FIELDS Inc. that the "Diamonds and Dreams" renovation prize be used on the existing field in San Francisco. We believe that this renovation, as outlined above, will have the greatest impact across the four (4) assessment criteria (safety, playability, aesthetics, short-/long-term benefit).

Given the collaborative effort to be made between the Diamonds and Dreams program and the efforts of San Francisco Recreation and Parks and the San Francisco Giants, it is important that all parties be comfortable with the proposed scope of work. Upon receiving written or verbal approval of this scope, Ripken Design and FIELDS will begin the approval, scheduling and mobilization procedures, as appropriate.

## **Exhibit B: Insurance Requirements**



FIELDS0-01

BRAP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta, GA 30345	(404) 633-4321	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Mutual Insurance Company	NAIC # 23396
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**INSURED**  
 Sports Fields, Inc. DBA FIELDS  
 3760 Sixes Road  
 Suite 126-331  
 Canton, GA 30114

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CPP2073140	11/11/2012	11/11/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA20731390202	11/11/2012	11/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB			CU20731410202	11/11/2012	11/11/2013	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ ZERO						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WC2073142-02	11/11/2012	11/11/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: The baseball field at Carl Larsen Park 19th and Vicente Streets in San Francisco

San Francisco Recreation & Parks Dept., is additional insured in regards to General Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

San Francisco Recreation & Parks Dept.  
 McLaren Lodge  
 501 Stanyan St.  
 San Francisco, CA 94118-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **Exhibit C: Professional Liability Insurance**



# INSURANCE BINDER

OP ID: MY

DATE (MM/DD/YYYY)  
12/3/2012

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

<b>AGENCY</b> Diversified Insurance Industries, Inc. Suite 155 West, 2 Hamill Road Baltimore, MD 21210-1873 Wurfl & Carroll		<b>COMPANY</b> Underwriters At Lloyds*		BINDER # 19928	
PHONE (A/C, No, Ext): 410-433-3000 CODE:		FAX (A/C, No): 410-433-3440 SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Construction mgmt consulting/development sports facilities	
AGENCY CUSTOMER ID: RIPKE-2 INSURED Ripken Mgmt & Design LLC Dan Taylor 1492 Clarkview Road, Ste #100 Baltimore MD 21209		DATE EFFECTIVE TIME 12/09/12 12:01 X AM PM		EXPIRATION DATE TIME 12/09/13 X 12:01 AM NOON	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:				ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS/OTHER COVERAGES</b> Professional Liability \$1,000,000 Each Claim/Aggregate Deductible \$5,000 Prior Acts Coverage - 12/9/2011				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

<b>NAME &amp; ADDRESS</b>		MORTGAGEE		ADDITIONAL INSURED	
		LOSS PAYEE			
		LOAN #			
		AUTHORIZED REPRESENTATIVE			

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.