

CONTRACT SERVICES AGREEMENT FOR

PROJECT NO. BP-06310

**BIG LEAGUE DREAMS
BASEBALL FACILITY CONSTRUCTION**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 29th day of June 2006, by and between the CITY OF WEST COVINA, a municipal corporation, (herein "City") and MALLCRAFT, INC. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION services. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the Notice to Contractors and Instructions to Bidders, Bid Documents, Proposal Schedule, Bid Bond (Bidder's Guarantee), Designation of Sub-contractors, Non-collusion Affidavit, Certification of Principal, Supplemental Information, Specifications, plans, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 **Compliance with Law** - All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 **Licenses, Permits, Fees and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section 1.4.

1.5 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 **Care of Work** - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 **Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

1.8 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of

the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.9 **Prevailing Wage Laws** - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of **THIRTY-FOUR MILLION FIVE HUNDRED NINETY THOUSAND FOUR HUNDRED EIGHTY THREE and NO/100 Dollars (\$34,590,483.00)** (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. If, after fifty percent (50%) of the work is complete and, the City is satisfied with the progress and quality of work, the City may retain ten percent (10%) of the value of the first fifty percent (50%) of work as a performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "**Scope of Services**" attached hereto as **Exhibit "A"**, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

3.3 **Force Majeure** - The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 **Term** - Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Gerry Fishbein, Chairman of the Board
Beth Hansen, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 **Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 **Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

| Coverage (Check if applicable) | | Minimum Limits |
|--------------------------------|---|---|
| X | Comprehensive General Liability Insurance (including premises and operations) | \$3,000,000 per occurrence combined single limit |
| | Contractual Liability Insurance Products Liability Insurance | \$3,000,000 limit |
| X | Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard) | \$3,000,000 per occurrence combined single limit |
| | Professional Liability Insurance (providing for a one year discovery period) | \$3,000,000 limit |
| X | Workers' Compensation/Employers' Liability Insurance | Statutory \$3,000,000 per occurrence (or per State Law) |

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" minus or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of West Covina, 1444 West Garvey Avenue South, West Covina, California 91790.

Any insurance maintained by the City of West Covina shall apply in excess of and not combined with insurance provided by this policy.

The City of West Covina, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 **Indemnification** - Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to

arise out of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

5.3 Labor and Materials and Performance Bonds - Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed

under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 **Substitution of Securities** - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 **Records** - Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 **Retention of Funds** - Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. If after fifty percent (50%) of the work is complete and, the City is satisfied with the progress and quality of work, the City may retain ten percent (10%) of the value of the first fifty percent (50%) of work as a performance security. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 **Waiver** - No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 **Rights and Remedies are Cumulative** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Two Thousand dollars (\$2,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A"). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit "A"). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

7.9 **Attorneys' Fees** - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, California 91790
Attention: City Engineer

To Contractor: Mallcraft, Inc.
2225 North Windsor Avenue
Altadena, CA 91001
Attention: Gerry Fishbein

9.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability** - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Hiring of Illegal Aliens Prohibited** - Contractor shall not hire or employ any person to perform work within the City of West Covina or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Project No. BP-06310

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF WEST COVINA,
a municipal corporation

By: *Suzanne Luon, Assistant*
City Clerk

By: *[Signature]*
Public Works Director/City Engineer

APPROVED AS TO FORM:

/s/Arnold M. Alvarez-Glasman
City Attorney

CONTRACTOR:

By: *L.E. Hansen*
(Print)

By: _____
(Print)

Signature: *[Signature]*

Signature: _____

Title: *President*

Title: _____

Address: *2225 N. Windsor Ave.*
Altadena, CA 91001

Address: _____

Project No. BP-06310

Executed in Triplicate
Bond No. 104239742
Premium: \$205,311.00

Page 1 of 2
(Use of City Bond Form is Required)

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 29th day of June, 2006 referred to and made a part hereof for BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION and all appurtenant work in accordance with PROJECT NO. BP-06310, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, MALLCRAFT, INC., as Principal, and Travelers Casualty and Surety Company of America, a Corporation organized under the laws of Connecticut, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Oblige, in the sum of thirty four million five hundred ninety** Dollars (\$ 34,590,483.0000), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**Thousand four hundred eighty three and no/100s

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 10th day of July, 2006.

(Corporate Seal)

Mallcraft, Inc.

Principal

By [Signature]

Title President

(Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

By [Signature]

Margareta T. Thorsen

Attorney-in-Fact

Title

APPROVED AS TO FORM:

/s/ Arnold M. Alvarez-Glasman
City Attorney

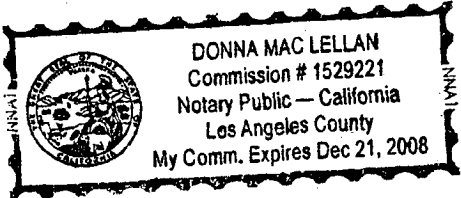
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } ss.

On JUL 10 2006, before me, DONNA MAC LELLAN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARGARETA T. THORSEN
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna Mac Lellan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

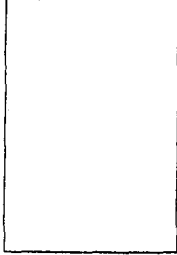
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Project No. BP-06310

Executed in Triplicate

Bond No. 104239742

Premium: Included in Performance Bond

Page 1 of 2

(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mallcraft, Inc., as Principal, has entered into a contract dated June 29, 2006, with the City of West Covina (Obligee) referred to and made a part hereof to perform the following work, to wit: BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION and all appurtenant work in accordance with PROJECT NO. BP-06310, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, Mallcraft, Inc., as Principal, and Travelers Casualty and Surety Company of America corporation organized under the laws of Connecticut and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Obligee, and all sub-contractors, laborers, materialpersons and other persons employed in the performance of the referenced agreement, in the sum of thirty four million five hundred ninety** Dollars (\$ 34,590,483.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**thousand four hundred eighty three and no/100s

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 10th day of July, 2006.

(Corporate Seal)

Mallcraft, Inc.

Principal

By

President

Title

Travelers Casualty and Surety Company of America

Surety

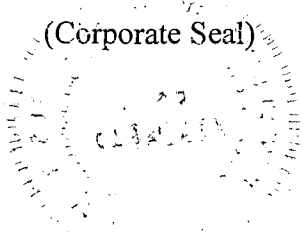
By

Margareta T. Thorsen
ATTORNEY-IN-FACT

Title

(California Civil Code Sections 3248, 3225)

(Corporate Seal)



APPROVED AS TO FORM:

/s/ Arnold M. Alvarez-Glasman
City Attorney

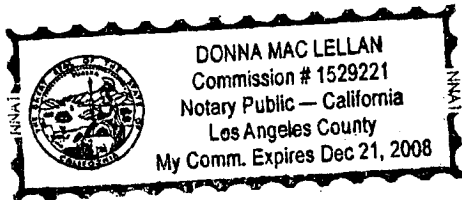
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } SS.

On JUL 10 2006, before me, DONNA MAC LELLAN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARGARETA T. THORSEN
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna Mac Lellan

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Marshall Rose, and Margareta T. Thorsen, of Arcadia, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 8th day of February, 2006.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By

George W. Thompson
Senior Vice President

On this 8th day of February, 2006 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this _____ day of _____,

20



By

Nicholas Seminara
Senior Vice President

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Mailcraft, Inc.
L.E. Hansen, President
J.M. Garber, Secretary/Treasurer

Business Address: _____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____

**GUARANTEE
TO THE CITY OF WEST COVINA**

PROJECT NO. BP-06310

**BIG LEAGUE DREAMS
BASEBALL FACILITY CONSTRUCTION**

As a material inducement to the City to award the contract for Project No. BP-06310 to **MALLCRAFT, INC.**, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: **BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION** ("the work").

Guarantor guarantees that the materials and equipment used by itself and its sub-contractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which the contract for the work is accepted by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor

7-10-06
Date

Mailcraft, Inc.
Contractor

By [Signature]

President
Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of West Covina) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of West Covina and/or the West Covina Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF WEST COVINA FINANCE DEPARTMENT
P. O. Box 1440
West Covina, CA 91793

Exempt: Yes ___ No Telephone (626) 398-3598

CORPORATION: 95-2466700

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF W.C. EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

[Handwritten Signature]
Signature

7/12/00
Date

[Handwritten Title]
Title

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: _____

7/12/20



Signature of Principal

APPROVED AS TO FORM:

/s/Arnold M. Alvarez-Glasman
City Attorney

**EXHIBIT "A" - SCOPE OF SERVICES
SPECIAL PROVISIONS**

PROJECT NO. BP-06310

**BIG LEAGUE DREAMS
BASEBALL FACILITY CONSTRUCTION**

SECTION 1. SPECIFICATIONS, PLANS AND DEFINITIONS

The work embraced herein shall be done in accordance with the Standard Specifications dated July 1995, Sections 1-1.01 through 9-1.09, 12, and 86 of the State of California Department of Transportation, hereinafter called "State Specification", the Standard Specifications for Public Works Construction, Latest Edition, Part 2, Construction Materials, and Part 3, Construction Methods, hereinafter called "Standard Specification".

In case of conflict between the State Specification, Standard Specifications and these Special Provisions and Instructions to Bidders, the Special Provisions and Instructions to Bidders shall take precedence over and be used in lieu of such conflicting portions of the State Specifications and/or Standard Specifications.

Definition of Terms: Wherever in the Special Provisions, Notice to Contractors, Proposal, Contract, State Specification, Standard Specification, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

| Term | Intent and Meaning |
|--|--|
| State | City of West Covina, California, which is the party of the first part to the contract. |
| Department or Dept. of Transportation | City of West Covina Building and Engineering Department |
| Director or Director of Transportation | City Engineer of the City of West Covina |
| Engineer | City Engineer of the City of West Covina or his duly authorized representative |
| Council | The duly elected Council of the City of West Covina, California |

| Term | Intent and Meaning |
|-----------------------|---|
| Apprentice | <ol style="list-style-type: none">(1) A person employed and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or(2) A person in his first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice. |
| Contract | The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The contract shall include the Notice to Contractors, Instructions to Bidders, Proposal, Plans, Standard Plans, State Specification, Standard Specification, Special Provisions, Hold Harmless Agreement, Proposal Schedule, Questionnaire, Non-Collusion Affidavit, Agreement, Supplemental Information to be completed by Contractor, Certification of Contractor, Employment of Apprentices, Guarantees and Contract Bonds; also, any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements or written agreements covering alterations, amendments, or extensions to the contract shall be incorporated in the contract and include contract change orders. |
| Surety | The corporate body bound with the contractor for the faithful performance of the contract that is awarded under these specifications. |
| Official Publications | The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in the prescribed manner, and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these publications are the statutes vested with all the force and effect of contract obligations. |

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions", of the State Specifications and these special provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, will be found following the signature page of the Proposal annexed hereto.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract", of the State Specifications for the requirements and conditions concerning award and execution of contract.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions of Section 8-1.03, "Beginning of Work", in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the State Specifications and these Special Provisions.

Liquidated damages for this project shall be in accordance with Section 8-1.07 and shall be set at Two Thousand Dollars (\$2,000.00) per calendar day.

The Contractor shall begin work within ten (10) working days after receiving the Notice to Proceed.

The Contractor shall diligently prosecute the work to completion before the expiration of ~~Three Hundred (300)~~ **Four Hundred Twenty Six (426)** calendar days after the official start of work date of the contract.

The following departments of the City of West Covina shall be notified by the Contractor before doing any work:

**West Covina Fire Department - Notify Dispatcher
Telephone: (818) 939-8583**

**West Covina Police Department - Notify Watch Commander
Telephone: (626) 939-8556
(If Watch Commander is not available, notify Dispatcher at
(626) 939-8500**

**West Covina Building and Engineering Department - Notify Project Engineer
Telephone: (626) 939-8425**

**West Covina Maintenance Department - Notify Maintenance Director
Telephone: (626) 939-8458**

SECTION 5. GENERAL

5-1.01 SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS

Pursuant to Section 4590 of the Government Code of the State of California, securities may be substituted for any money withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

5-1.02 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.011, "Sound Control Requirements", of the State Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 db at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.03 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting", of the State Specifications and these Special Provisions.

The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) applies to all items of work and requires subcontractors, if used for such work, to be listed in the prime Contractor's proposal; prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act.

Each bidder shall, with respect to all items of work, list in his Proposal:

- a. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State

of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one (1) percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- b. The portion of work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

A sheet for listing the subcontractors, as required by the Subletting and Subcontracting Fair Practices Act, is included in the Proposal.

5-1.04 CONTRACT BONDS

The two (2) contract bonds required by Section 3-1.02, "Contract Bonds", of the State Specifications may be reduced as provided in said Section 2-1.12.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

5-1.05 PUBLIC CONTRACTS

The disputes of construction claims up to \$375,000 on public works contracts shall be processed in accordance with the provisions of "Resolution of Construction Claims", Section 20104, 20104.2, 20104.4, 20104.6 and 20104.8 of the California Public Contract Code.

I. Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20104) dealing with the mediation and arbitration of public works claims are incorporated herein and by this reference made a part hereof.

II. Claims Proceedings

Pursuant to Public Contract Code Sections 20104 et seq. Claims by contractors against a municipality are subject to the following procedural requirements:

- (a) Claims must be in writing and include documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.

Note that there is no effect on time limits of notice requirements otherwise contained in the contract (e.g. if under the contract the contractor must notify the City within 10 days of the necessity of a change order, that requirement is not abrogated).

- (b) For claims of less than \$50,000, the City must respond in writing to any written claim (it need not respond to oral claims) within 45 days of receipt of the claim. Alternatively, the City may request in writing, within 30 days of receipt of a claim, any additional documentation supporting the claim or relating to defenses or claims it may have against the contractor. If such additional documentation is requested, the City's written response to the claim must be submitted to the contractor within 15 days after receipt of this further documentation, or within a period of time no greater than that taken by the contractor in producing the additional information, whichever time frame is greater.
- (c) For claims of over \$50,000 but less than or equal to \$375,000, the City must respond in writing to any written claims within 60 days of receipt of the claim. Alternatively, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims it may have against the contractor. If such additional documentation is requested, the City's written response to the claim must be submitted to the contractor within 30 days after receipt of the additional documentation, or within a period of time no greater than that taken by the contractor in producing the additional information, whichever time frame is greater.
- (d) If a contractor disputes the City's written response to its claim, or if the City fails to respond within the time prescribed by the new statute, the contractor may, within 15 days of receipt of the response, or 15 days of the City's failure to respond, demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the City must schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) If after a meet and confer conference the claim, or any portion, remains in dispute, the contractor may file a claim pursuant to the requirements of the Tort Claims Act. **(See Government Code Sections 900 et. seq.)** Note that the statute of limitations within which a claim may be filed under the Tort Claims Act is tolled from the time the contractor submits a written claim pursuant to P.C.C. Section 20104, **et. seq.**, until the time that claim is denied, including the period covered by the meet and confer procedures.

Procedures Created for Civil Actions.

Pursuant to Public Contract Code Section 20104.4, the following procedures to resolve civil actions filed as a result of public works contract disputes.

- a) Within 60 days, but no earlier than 30 days, after the filing of responsive pleadings, the matter shall be submitted by the court to **non-binding** mediation unless waived by both parties. The mediation shall be commenced within 30 days and shall be concluded within 15 days of its commencement.
- b) If after mediation the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to the Code of Civil Procedure.
- c) Notably, any party who appeals an arbitration award and does not thereafter obtain a more favorable judgment, be it the contractor or the City, is required to pay costs and fees as well as attorney's fees incurred in appealing the arbitration.

IV. Payment of Money Due and Interest

Pursuant to Public Contract Code Section 20104.6, the City is to pay money as due on any portion of a claim which is undisputed, except as otherwise provided for in a contract. Additionally, it requires the City to pay interest on any arbitration award or court judgment. The interest is to begin to accrue on the date a civil suit is filed (as opposed to the date any claims are filed).

SECTION 6. MATERIALS

Bidder's attention is directed to Section 6, "Control of Materials" of the State Specifications, Part 2, "Construction Materials" of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this contract shall be furnished and installed by the contractor (except where herein noted).

All materials to be of new manufacture and in original containers.

Ship and store all materials in compliance with manufacturer's recommendations.

SECTION 7. DESCRIPTION OF WORK

A. **Description of Work** - The purpose of this description is to denote work that is to be done at 2100 South Azusa Avenue, West Covina. That work will include the construction of the following structures and built features:

1. Six (6) Lighted Baseball/Softball Fields complete with
 - a. Regulation Baseball diamonds with natural surfaces
 - b. Natural turf grass infields and outfields
 - c. Complete automated irrigation and subsurface drainage systems
 - d. Semi recessed players' dugouts (2 dugouts per each field)
 - e. Major League Baseball Replica Outfield structures, graphics and accessories.
 - f. Grounds Maintenance Facility complete with shops, offices, employee areas and materials storage yards.
 - g. Fencing
 - h. Automated Exterior Lighting Systems
 - i. Other features and accessories as described in the bid documents
2. Two (2) Restaurant/Concession Structures complete with Health Department approved full commercial kitchens, customer counters, restrooms, lighted and air conditioned bar and dining areas
3. Exterior Public Areas including stadium seating, picnic terraces, two tot lot playgrounds, landscaping, fencing and lighting.
4. Eight (8) station Token Operated Batting Cages.
5. Three (3) Outdoor Lighted Volleyball Courts.
6. One (1) Indoor Soccer Multi-purpose Pavilion and facilities complete with synthetic field, dasher boards, Lighting, Fire Protection, Seating and Accessories.
7. An Administration Facility
8. Security Fencing and Gates
9. New 350+ Car Parking Lot.
10. Landscaping with Automated Irrigation System and Drainage
11. On-site improvements including Precise Grading,
12. Off-site improvements including Public access and traffic control
13. Utilities including Electrical, Domestic Water, Sanitary, and Fire Service
14. Other Miscellaneous Equipment, Fixtures and Accessories.

The Contractor shall examine the specifications and shall visit the project site to determine the full extent of the project work. All conditions affecting the work of this contract shall be verified by the Contractor at the project site.

B. **Scope of Work** - Furnish all labor, equipment, materials and supervision to perform Project No. BP-06310 as described herein including, but not limited to, BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION and all appurtenant and incidental work.

- C. **Order of Work** - Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the State Specifications and these Provisions.
- D. **Plans** - The following plan(s) showing location, character of work and detail of BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION are attached hereto as a part of these Specifications:

"City of West Covina Sportsplex, Big League Dreams"; Numbered drawings prepared by Rossetti Architects, with all shown revisions to June 3, 2006, as hereby listed:

T0.00; T0.01; GB0-02; GB0-03; GB0-04; GB0-05; GB0-06; GB0-07; GB0-08;
C-001; C-002; C-003; C-101; C-102; C-103; C-104; C-105; C-106; C-107; C-108; C-
201; C-202; C-203; C-204; C-205; C-206; C-207; C-208; C-301; C-302; C-303; C-304;
C-305; C-401; C-402; C-403; C-404; C-405; C-406; C-407; C-408; C-501
L-001; L-101; L-102; L-103; L-104; L-105; L-106; L-107; L-108; L-109; L-201; L-301;
L-302; L-401; L-402; L-403; L-404; L-405; L-406; L-407; L-408; L-409; L-501; L-502;
L-601; L-602; L-603; L-604; L-605; L-606; L-607; L-608; L-609; L-701; L-702
GC-1.0; GC-1.1; GC-2.0; GC-3.0; GC-3.1; GC-4.0; GC-4.1; GC-4.2; GC-5.0; GC-5.1;
GC-5.2; GC-6.0; GC-6.1; GC-6.2; GC-6.3; GC-6.4; GC-6.5; GC-7.0
1A1.01; 1A1.02; 1A2.01; 1A3.01; 1A7.01; 1A8.01; 1A8.02
2A1.01; 2A1.02; 2A3.01; 2A4.01; 2A5.01; 2A5.02
3A1.01; 3A1.02; 3A2.01; 3A3.01; 3A8.01
4A1.01; 4A1.02; 4A2.01; 4A2.02; 4A3.01; 4A4.01; 4A7.01; 4A8.01; 4A8.02; 4A8.03;
4A8.04
4K0.00; 4K1.01; 4K1.02; 4K1.03; 4K1.04; 4K2.01; 4K5.01; 4K6.01; 4K6.02; 4K6.03;
4K6.04;
5A1.01; 5A1.02; 5A2.01; 5A5.01
6A1.01; 6A1.02; 6A1.03; 6A1.04; 6A1.05; 6A1.06; 6A1.07; 6A2.01; 6A2.02; 6A2.03;
6A2.04; 6A2.05; 6A2.06; 6A2.07; 6A3.01; 6A3.02; 6A4.01; 6A4.02; 6A5.01; 6A5.02
9A1.00; 9A1.01; 9A1.02; 9A1.03; 9A1.04; 9A1.05
0S0.01; 0S0.02; 0S0.03; 0S0.04; 0S0.05; 0S0.06
1S1.01; 1S1.02; 1S5.01
4S1.01; 4S1.02; 4S1.03; 4S1.04; 4S5.01; 4S5.02; 4S5.03; 4S5.04
6S1.01; 6S1.02; 6S1.03; 6S1.04; 6S1.05; 6S1.06; 6S1.07; 6S2.01; 6S2.02; 6S2.03;
6S2.04; 6S2.05; 6S2.06; 6S2.07; 6S3.01; 6S3.02; 6S3.03; 6S3.04; 6S3.05; 6S3.06;
6S3.07; 6S5.01; 6S5.02;
0M0.01; 0M0.02; 0M0.03;
1M1.01; 1M1.02
4M1.01; 4M1.02; 4M5.00; 4M5.01; 4M5.02; 4M5.03
0E0.01; 0E0.02; 0E0.03; 0E0.04; 0E0.05; 0E0.06; 0E0.07; 0E0.08; 0E0.09;
0E1.01; 0E1.02; 0E1.03; 0E1.04; 0E1.05
1E1.01; 1E1.01A; 1E1.02; 1E1.03
2E1.01
3E1.01; 3E1.02
4E1.01; 4E1.02; 4E1.03; 4E1.04; 4E1.05
5E1.01; 5E2.02

0P0.01
1P1.01; 1P1.02
3P1.01
4P1.01; 4P1.02
5P1.01

E. **Execution** - The Contractor shall furnish all materials, labor and equipment required to perform all work identified or described in these specifications to include the following:

- Perform all work shown on the project plans (see Paragraph D above), and as modified by all previously issued project addenda.
- Perform all work described in the project specification (see separate specification titled "City of West Covina Sportsplex, Big League Dreams" prepared by Rossetti Architects"), and as modified by all previously issued project addenda (Addendum Nos. 1 through 5).
- Contractor to obtain all required jurisdictional agency permits, approvals and reports.

All work shall be subject to approval of the City representative and all work in need of correction due to improper preparation, poor workmanship, or as a result of failure to comply with these specifications, shall be corrected to the satisfaction of the City representative at Contractors expense.

All Quality Control testing and special inspections that must be redone due to the failure of the initial, or subsequent, test or inspection, shall be done at Contractor's expense.

F. **General** -

Maintain job site in a safe and clean manner free of hazards.

Remove all debris daily and as otherwise directed from work area.

Barricade all potential hazards from access by public or other workers.

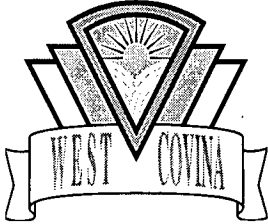
Protect all finish materials in place from damage.

Patch, repair or replace as necessary all new and existing materials damaged during course of construction.

All work to comply with City of West Covina Ordinances, the 2001 California Construction Codes and these specifications.

G. **Office, Phones, and Emergencies** - Contractor is asked to maintain an office at the project work site or within a 50 mile radius of the job site, and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting the contractor by radio or pager.

H. **Emergency Call Out** - Regardless of the location of the contractor's office, the contractor is required to provide City with a 24-hour phone number for emergency call out and contact outside normal working hours. Contractor's response to the project site following an emergency call out shall not be more than one hour after notification. **Failure to comply with this on-call / emergency call out requirement or failure to report to the project site within one-hour after notification may result in liquidated damages in the sum of \$500.00 for each occurrence.**



Statement of Non-Collusion By Contractor

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 7-10-06 at Altadena California.
Firm Mallcraft, Inc.
Street 2225 N. Windsor Ave.
City Altadena State CA Zip 91001

L.E. Hansen
(Signature)
(Print Name & Title) President

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/20/2006

PRODUCER Phone: (626) 294-1009 Fax: 626-445-4521

M W R INSURANCE SERVICES
 51 E. HUNTINGTON DRIVE
 ARCADIA CA 91008

 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 0B93657

 INSURED
MALLCRAFT, INC.
 P.O. BOX 91983
 PASADENA CA 91109
INSURER A: **Great American Assurance Company**INSURER B: **National Union Fire Insurance Co. Of PA**

19445

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADDL INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------------------------------|---|---------------------|----------------------------------|-----------------------------------|---|--------------|
| A | | GENERAL LIABILITY | GLP554993501 | 10/01/05 | 10/01/06 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| | <input type="checkbox"/> | CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED. EXP (Any one person) | \$ Excluded |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input type="checkbox"/> | POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LDC | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS-COMP/OP AGG. | \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | <input type="checkbox"/> HIRED AUTOS | | | | | |
| | | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| B | | EXCESS / UMBRELLA LIABILITY | BE7227421 | 10/01/05 | 10/01/06 | EACH OCCURRENCE | \$ 3,000,000 |
| | <input checked="" type="checkbox"/> | OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ 3,000,000 |
| | <input type="checkbox"/> | DEDUCTIBLE | | | | | \$ |
| | <input checked="" type="checkbox"/> | RETENTION \$ 10,000 | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS | OTHER |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | OTHER: | | | | | |

 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION
CERTIFICATE HOLDER**CANCELLATION**
 CITY OF WEST COVINA
 PUBLIC WORKS DIRECTOR/CITY ENGINEER
 P.O. BOX 1440
 WEST COVINA, CA. 91793

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


 Araceli Gutierrez

ACORD 25 (2001/08)

Certificate # 29183

© ACORD CORPORATION 1988

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #29183

DATE
JUL 20 06

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE:BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION PROJECT NO. BP-06310; THE CITY OF WEST COVINA, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS SHALL BE NAMED AS AS ADDITIONAL INSURED AS RESPECTS TO LIABILITY ARISING OUT OF THE NAMED INSUREDS' OPERATIONS PER THE ATTACHED CG2010 1093.

This certificate cancels and supercedes prior certificate issued on 07/10/06 CERT # 29103.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



GREAT AMERICAN INSURANCE COMPANIES
Subsidiaries of American Financial Corporation
580 WALNUT STREET, CINCINNATI, OHIO 45202

CG 20 10
(Ed. 10 93)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED--OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
07/20/2008
 PRODUCER Phone: (828) 294-1009 Fax: 828-445-4521
M W R INSURANCE SERVICES
 51 E. HUNTINGTON DRIVE
 ARCADIA CA 91006

 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 0B93657

 INSURED
MALLCRAFT, INC.
 P.O. BOX 91983
 PASADENA CA 91109
INSURER A: **Peerless Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADDL LTR/INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------------------|--|---------------|-------------------------------------|--------------------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BA8117562 | 01/11/06 | 01/11/07 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ |
| | OTHER: | | | | |

AMENDED CERTIFICATE
 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION
CERTIFICATE HOLDER**CANCELLATION**
 CITY OF WEST COVINA
 PUBLIC WORKS DIRECTOR/CITY ENGINEER
 P.O. BOX 1440
 WEST COVINA, CA. 91793

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Araceli Gutierrez
 Araceli Gutierrez

Attention:

ACORD 25 (2001/08)

Certificate # 29182

© ACORD CORPORATION 1988

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #29182

DATE
JUL 20 06

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: BIG LEAGUE DREAMS BASEBALL FACILITY CONSTRUCTION PROJECT NO. BP-06310. THE CITY OF WEST COVINA, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED AS RESPECTS TO THE VEHICLE LISTED ABOVE, PER THE ATTACHED GECA 812.

This certificate cancels and supercedes prior certificate issued on 07/10/06 CERT # 29102

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Forming a part of

| | |
|--|--|
| Policy Number: BA8117562 | |
| Coverage Is Provided In Peerless Insurance Company | Agent: The Rule Company, Inc. |
| Named Insured Mallcraft, Inc. | Agent Code: 4295144 Agent Phone: 626-294-1009 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

The person or organization shown in the Schedule is an insured to the extent of their liability for the conduct of an insured under Section II - Liability Coverage of this policy.

SCHEDULE

THE CITY OF WEST COVINA, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS

ENDORSEMENT NO. 30

This endorsement, effective 12:01 AM: October 1, 2005

Forms a part of policy no.: BE 7227421

Issued to: MALLCRAFT, INC.

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Revised Schedule of Underlying Insurance

TYPE OF POLICY
OR COVERAGE

LIMITS

GENERAL LIABILITY

\$1,000,000
EACH OCCURRENCE
\$2,000,000
GENERAL AGGREGATE
\$2,000,000
DESIGNATED PROJ GEN AGG
\$2,000,000
PRODUCTS COMPLETED OPS AGG

Defense Expenses are in addition to the limit

AUTO LIABILITY

\$1,000,000
COMBINED SINGLE LIMIT

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

\$1,000,000
EACH ACCIDENT
\$1,000,000
DISEASE EACH EMPLOYEE
\$1,000,000
DISEASE POLICY LIMIT


Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY

\$1,000,000
EACH CLAIM
\$1,000,000
ANNUAL AGGREGATE

Defense Expenses are in addition to the limit

All other terms, conditions and exclusions of the policy remain unchanged.



Authorized Representative
or countersignature (where required by law)

POLICYHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-10-2008

GROUP: 000471
POLICY NUMBER: 0000838-2008
CERTIFICATE ID: 122
CERTIFICATE EXPIRES: 10-01-2008
10-01-2008/10-01-2008

**PUBLIC WORKS DIRECTOR CITY ENGINEER
CITY OF WEST COVINA
PO BOX 1440
WEST COVINA CA 91793-1440**

SC

**JOB: BIG LEAGUE DREAMS BASEBALL FACILITY
CONSTRUCTION PROJECT NO. BP-09310
NO WOS IS REQUIRED**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

J. Andor
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

**MALLCRAFT INC AND/OR MALLCRAFT BUILDERS INC
PO BOX 91983
PASADENA CA 91109**