Docusign Envelope ID: 9D73465A-F700-4E31-AE64-4EE32CB32061



# CONTRACT

This CONTRACT, No. 10309 is made and entered into this 16th day of December, 2024, by and between Forty Niners Stadium Management Company LLC, sometimes hereinafter called "Stadium Manager," and Jones Sign Co., Inc., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

**Levi's Stadium Levi's Naming Rights Signage Refurbishment/Replacement Project**

The Contractor and its surety shall be liable to the Stadium Manager for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Stadium Manager's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within three hundred eighty five (385) from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The Stadium Manager shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three Million Nine Hundred Seventy-Eight Thousand Five Hundred Fifty-Five Dollars and Eighty-Seven Cents ($3,978,555.87). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code Section 53069.85, it is agreed that the Contractor will pay the Stadium Manager the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Stadium Manager may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form

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Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
General Requirements
Technical Specifications
Addendum No. 1 and all other Addenda
Plans and Specifications
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Procurement and Contract Process Integrity and Conflict of Interest Guidelines
Levi's Stadium Jobsite Rules
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES; PROOF OF COMPLIANCE.** It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

1. Division of Apprenticeship Standards (DAS) 140 Form (applicable if Contract Price is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Work performed under this Contract or ten (10) Days of Contract execution.

2. DAS 142 Form (applicable if Contract Price is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Work involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence

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of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Work involving an apprenticeable craft or trade classification not covered under the first application for payment.

3. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if Contract Price is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

4. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Work, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

5. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Work covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

6. Demand for Compliance Records. At any time during or subsequent to the full performance of the Work under this Contract and in addition to the obligations set forth above, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Santa Clara Stadium Authority, prior to full release of payment.

7. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

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IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

| | |
|---|---|
| FORTY NINERS STADIUM MANAGEMENT COMPANY LLC | JONES SIGN CO., INC. |
| By: DocuSigned by: Francine Hughes D00025FBC0A74A3... | By: |
| Francine Hughes<br>EVP & General Manager | Its: Chief Executive Officer |
| | Printed Name: Todd Patrickus |

**END OF CONTRACT**

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Wisconsin
COUNTY OF Brown

On December 11, 2024, before me, Kari A Van Lanen, Notary Public, personally appeared Todd R. Patrickus, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KARI A. VAN LANEN NOTARY PUBLIC STATE OF WISCONSIN

WITNESS my hand and official seal.

Signature of Notary Public exp. Aug 9, 2025

## 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.*

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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## 00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC, (hereinafter referred to as "Stadium Manager") has awarded to Jones Sign Company, Inc. (hereinafter referred to as the "Contractor") an agreement for the **Levi's Stadium Levi's Naming Rights Signage Refurbishment/Replacement Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Jones Sign Company, Inc, the undersigned Contractor and Endurance Assurance Corporation as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of Three Million Nine Hundred Seventy Eight Thousand Five Hundred Fifty Five and (87/100) DOLLARS, ($ 3,978,555.87), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Stadium Manager in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

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Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the Stadium Manager to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of December, 20 24.

(Corporate Seal)

Jones Sign Company Inc
Contractor/ Principal

By Cheri Pemberton

Title Sec / Treas.

JONES SIGN CO., INC. ★ STATE OF WISCONSIN ★ Corporate SEAL

(Corporate Seal)

Surety Endurance Assurance Corporation

By _____
Attorney-in-Fact Anne M. Gliedt

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

The rate of premium on this bond is $15 per thousand. The total amount of premium charges is $ 59,678.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) Sompo International
12890 Lebanon Road, Mount Juliet, TN 37122

(Name and Address of Agent or Representative for service of process in California, if different from above) N/A

(Telephone number of Surety and Agent or Representative for service of process in California) 615-553-9500

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Wisconsin
COUNTY OF Brown

On December 10, 2024, before me, Kari A Van Lanen, Notary Public, personally appeared Cheri Perrault, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KARI A. VAN LANEN NOTARY PUBLIC STATE OF WISCONSIN

WITNESS my hand and official seal.

Signature of Notary Public exp Aug 9 2025

## 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.*

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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# Notary Acknowledgment

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STATE OF MISSOURI
COUNTY OF St. Louis

On December 10th, 2024, before me, Tamara Bowser, Notary Public, personally appeared Anne M. Gliedt, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.

Tamara Bowser
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires September 19, 2025
Commission #21361595

WITNESS my hand and official seal.

Tamara Bowser
Signature of Notary Public — Tamara Bowser

## 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.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

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1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed December 3, 2024, has awarded to Jones Sign Company, Inc. hereinafter designated as the "Principal," a contract for the work described as follows: **Levi's Stadium Levi's Naming Rights Signage Refurbishment/Replacement Project** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Endurance Assurance Corporation as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of Three Million Nine Hundred Seventy Eight Thousand Five Hundred Fifty Five and (87/100) Dollars ($3,978,555.87) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Stadium Manager in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, 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 or work of improvement herein above described, nor by any rescission or attempted 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

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otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of December, 2024.

(Corporate Seal)

Jones Sign Company Inc.
Contractor/ Principal
By Cheri Peraud
Title Sec / Treas

JONES SIGN CO., INC. Corporate SEAL STATE OF WISCONSIN

(Corporate Seal)

Surety Endurance Assurance Corporation
By Anne M. Gliedt
Attorney-in-Fact Anne M. Gliedt

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Docusign Envelope ID: 9D73465A-F700-4E31-AE64-4EE32CB32061



# Notary Acknowledgment

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STATE OF ~~CALIFORNIA~~ Wisconsin
COUNTY OF Brown

On December 10, 2024, before me, Kari AVanLanen, Notary Public, personally appeared Cheri Renrault, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KARI A. VAN LANEN NOTARY PUBLIC STATE OF WISCONSIN

WITNESS my hand and official seal.

Signature of Notary Public exp. Aug 9 2025

## 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.*

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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STATE OF MISSOURI
COUNTY OF St. Louis

On December 10th, 20 24, before me, Tamara Bowser, Notary Public, personally appeared Anne M. Gliedt, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tamara Bowser
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires September 19, 2025
Commission #21361595

Signature of Notary Public — Tamara Bowser

## 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.*

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

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SOMPO INTERNATIONAL
INSURANCE

# POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Anne M. Gliedt, DeAnna M. Maurer, Kevin McDaniel, Lauren Blair, Mark R. Duggan, Meredith McMillen, Nancy Singleton, Roxanne Avila, Stephanie L. Klearman, Tamara Bowser**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**
By:
**Richard Appel; SVP & Senior Counsel**

**Endurance American Insurance Company**
By:
**Richard Appel; SVP & Senior Counsel**

**Lexon Insurance Company**
By:
**Richard Appel; SVP & Senior Counsel**

**Bond Safeguard Insurance Company**
By:
**Richard Appel; SVP & Senior Counsel**

## ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of DECEMBER, 20 24

By: Daniel S. Lure, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

**Any reproductions are void.**

**Surety Claims Submission: LexonClaimAdministration@sompo-intl.com**
**Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870**

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# 00 72 13 – GENERAL CONDITIONS

## ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

**A.** Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

**B.** Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

**C.** Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Stadium Manager's Representative determines that it is not covered by the Contract.

**D.** Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

**E.** Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

**F.** Bidder -- The individual or entity who submits a Bid directly to the Stadium Manager.

**G.** Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

**H.** Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

**I.** Claim -- A demand or assertion by the Stadium Manager or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

**J.** Contract -- The entire integrated written agreement between the Stadium Manager and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior

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negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

**K.** Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the Stadium Manager to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

**L.** Contract Price -- Amount to be paid by the Stadium Manager to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs.

**M.** Contract Times -- The number of days or the dates stated in the Contract Documents to achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

**N.** Contractor -- The individual or entity with which the Stadium Manager has contracted for performance of the Work.

**O.** Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified during the preconstruction conference pursuant to Article 3 in Section 00 72 13 and shall not be changed without prior written consent of the Stadium Manager.

**P.** Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

**Q.** Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the Stadium Manager's unreasonable delay to the Project that was not contemplated by the parties.

**R.** Day -- A calendar day of 24 hours measured from midnight to the next midnight.

**S.** Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

**T.** Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

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**U.** Drawings -- That part of the Contract Documents prepared by the Stadium Manager which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

**V.** Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

**W.** Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of governmental authorities with jurisdiction over the Project.

**X.** Green Book -- The current edition of the Standard Specifications for Public Works Construction.

**Y.** Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

**Z.** Holiday – The Holidays occur on:

New Year's Day - January 1
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

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If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

**AA.** Indemnified Parties – The Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them.

**BB.** Notice of Award -- The written notice by the Stadium Manager to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Stadium Manager will sign and deliver the Contract.

**CC.** Notice of Completion -- The form which may be executed by the Stadium Manager and recorded by the county where the Project is located constituting final acceptance of the Project.

**DD.** Notice to Proceed -- A written notice given by the Stadium Manager to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

**EE.** Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

**FF.** Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

**GG.** Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

**HH.** Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

**II.** Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

**JJ.** Stadium Manager -- The Forty Niners Stadium Management Company LLC.

**KK.** Stadium Manager's Representative -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the Stadium Manager acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the

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acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Stadium Manager's Representative, duly authorized by the Stadium Manager, shall be binding and final upon both parties.

**LL.** Stop Payment Notice -- A written notice as defined in Civil Code Section 8044.

**MM.** Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the Stadium Manager for performance of any portion of the Work at the Site.

**NN.** Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

**OO.** Successful Bidder -- The Bidder submitting a responsive Bid to whom the Stadium Manager makes an award.

**PP.** Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

**QQ.** Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

**RR.** Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

**SS.** Warranty -- A written guarantee provided to the Stadium Manager by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

**TT.** Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 2. CONTRACT DOCUMENTS

**A. Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

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**B. Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Stadium Manager's Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders, most recent first
2. Addenda, most recent first
3. Procurement and Contract Process Integrity and Conflict of Interest Guidelines
4. Levi's Stadium Jobsite Duties
5. Special Conditions
6. General Requirements
7. Technical Specifications
8. Plans (Contract Drawings)
9. Contract
10. General Conditions
11. Instructions to Bidders
12. Notice Inviting Bids
13. Contractor's Bid Forms
14. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
15. Standard Drawings
16. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

**C. Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

**D. Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

## ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the Stadium Manager, Contractor, Stadium Manager's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the Stadium Manager and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities

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under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

The authorized representatives of Stadium Manager, Contractor and others as appropriate must meet weekly at the Project site at a location designated by Stadium Manager to keep abreast of construction activities and maintain familiarity with the progress of the Work as well as address any other Project related issues. Stadium Manager may waive the scheduled weekly meeting in Stadium Manager's discretion. Contractor is responsible for writing and distributing meeting minutes, which shall at a minimum include information regarding the following: (1) Project name and location; (2) Name of preparer of the minutes and position in Contractor's organization; (3) Meeting number, time and date; (4) List of attendees and what entity each represents; (5) total contract time elapsed since Notice to Proceed – to be reported in calendar days; (6) anticipated date of completion of the Work; (6) a summary of each item addressed in the meeting organized chronologically based on when it was discussed during the meeting; and (7) any other information Stadium Manager deems appropriate to be included in the meeting minutes. The meeting minutes shall be submitted by Contractor to Stadium Manager for review and verification within two (2) business days of the date of the meeting. Stadium Manager may direct Contractor to revise the meeting minutes to the extent there are factual inaccuracies or inconsistencies therein.

## ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished free of charge, an electronic copy of the Contract Documents. Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

## ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

**A. Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Stadium Manager's Representative of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

**B. Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Stadium Manager's Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

**C. Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

**D. Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including

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the requirement to comply with all applicable laws, ordinances, rules and regulations, the Stadium Manager's Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

## ARTICLE 6. MOBILIZATION

**A.** When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

**B.** Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Stadium Manager's Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, if applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Stadium Manager's Representative (if specified), complete, with all specified furnishings and utility services.

7. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

8. Arranging for and erection of Contractor's work and storage yard.

9. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

10. Full-time presence of Contractor's superintendent at the job site as required herein.

11. Submittal of Construction Schedule as required by the Contract Documents.

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## ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

**A.** The Stadium Manager has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

**B.** Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the Stadium Manager in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

**C.** If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

**D.** Notwithstanding the above, pursuant to Section 4215 of the Government Code, the Stadium Manager has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the Stadium Manager shall assume the responsibility for their timely removal, relocation, or protection.

**E.** Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Stadium Manager, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Stadium Manager has been given the identification number by the Contractor.

## ARTICLE 8. SOILS INVESTIGATIONS

**A.** Reports and Drawings. The Special Conditions identify:

1. those reports known to the Stadium Manager of explorations and tests of subsurface conditions at or contiguous to the site; and

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2. those drawings known to the Stadium Manager of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

**B.** Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the Stadium Manager or Stadium Manager's Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

## ARTICLE 9. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the Stadium Manager. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

## ARTICLE 10. WORKERS

**A.** Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

**B.** Any person in the employ of the Contractor whom the Stadium Manager may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

## ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the Stadium Manager and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of Stadium Manager and are not entitled to benefits of any kind normally provided employees of Stadium Manager, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

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## ARTICLE 12. SUBCONTRACTS

**A.** Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the Stadium Manager for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the Stadium Manager.

**B.** The Stadium Manager reserves the right to accept all subcontractors. The Stadium Manager's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

**C.** Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code Section 4100 et seq.

## ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the Stadium Manager to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## ARTICLE 14. REQUESTS FOR SUBSTITUTION

**A.** For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

**B.** Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

**C.** Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract

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Documents. However, the Stadium Manager has adopted uniform standards for certain materials, processes, and articles.

**D.** The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than the amount of calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the Stadium Manager, the Contractor shall provide the material, method or service specified herein. The Stadium Manager shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Stadium Manager's Representative has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

**E.** Substantiating data as described above shall include, at a minimum, the following information:

1. A signed Request Approved Equals Form from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the form.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the Contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

**F.** Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Stadium Manager's Representative is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

**G.** Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

**H.** The Contractor shall bear the costs of all Stadium Manager work associated with the review of substitution requests.

**I.** If substitution requests approved by the Stadium Manager's Representative require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

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## ARTICLE 15. SHOP DRAWINGS

**A.** Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Stadium Manager's Representative. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

**B.** Contractor shall make any corrections required by the Stadium Manager's Representative, and file with the Stadium Manager's Representative six (6) corrected copies each and furnish such other copies as may be needed for completion of the Work. Stadium Manager's Representative's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Stadium Manager's Representative's attention to such deviations at time of submission and has secured the Stadium Manager's Representative's written acceptance. Stadium Manager's Representative's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

## ARTICLE 16. SUBMITTALS

**A.** Contractor shall furnish to the Stadium Manager's Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

**B.** Contractor will provide samples and submittals, together with catalogs and supporting data required by the Stadium Manager's Representative, to the Stadium Manager's Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.

**C.** These requirements shall not authorize any extension of time for performance of this Contract. Stadium Manager's Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## ARTICLE 17. MATERIALS

**A.** Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

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**B.** Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

**C.** Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

**D.** No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the Stadium Manager free from any claims, liens, or charges.

**E.** Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the Stadium Manager or any independent contractor.

**F.** Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the Stadium Manager shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Stadium Manager's Representative for consideration before proceeding with the Work.

## ARTICLE 18. PERMITS AND LICENSES

**A.** Contractor shall obtain all necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Stadium Manager.

**B.** On some projects, the Bid Form contains an allowance for the Contractor's cost of acquiring all permits and construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by Stadium Manager to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

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## ARTICLE 19. TRENCHES

**A. Trenches Five Feet or More in Depth.** Contractor shall submit to the Stadium Manager's Representative at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Stadium Manager's Representative. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

**B. Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the Stadium Manager in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The Stadium Manager shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the Stadium Manager and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

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## ARTICLE 20. TRAFFIC CONTROL

**A.** Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. If a Permit and Inspection Allowance is included within the Bid Form, it includes the cost of required traffic control permit(s) by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

**B.** All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.

**C.** The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled rights-of-way after working hours unless otherwise approved by the Stadium Manager's Representative.

## ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable Stadium Manager's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by Stadium Manager or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

## ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report

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the condition to the Stadium Manager in writing. The Stadium Manager shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the Stadium Manager and Contractor.

## ARTICLE 23. SANITARY FACILITIES

Contractor shall coordinate with the Stadium Manager for access and use of stadium restroom facilities during performance of the Work on the Project site.

## ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

## ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

## ARTICLE 26. TESTS AND INSPECTIONS

**A.** If the Contract Documents, the Stadium Manager's Representative, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Stadium Manager's Representative at least four (4) calendar days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Stadium Manager, Contractor shall promptly inform the Stadium Manager of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for Stadium Manager testing, and Stadium Manager inspection shall be paid by the Stadium Manager. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

**B.** If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

**C.** Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Stadium Manager, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

**D.** In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Stadium Manager so that the Stadium Manager may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

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**E.** If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the Stadium Manager, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

**F.** Reexamination of Work may be ordered by the Stadium Manager. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Stadium Manager shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## ARTICLE 27. PROTECTION OF WORK AND PROPERTY

**A.** The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the Stadium Manager. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

**B.** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Stadium Manager's Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Stadium Manager's Representative or the Stadium Manager. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the Stadium Manager and the Contractor.

## ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

## ARTICLE 29. AUTHORIZED REPRESENTATIVES

The Stadium Manager shall designate representatives, who shall have the right to be present at the Project site at all times. The Stadium Manager may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

## ARTICLE 30. HOURS OF WORK

**A.** As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a

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legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**B.** The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the Stadium Manager and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

**C.** The Contractor shall pay to the Stadium Manager a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

**D.** Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the Stadium Manager.

**E.** No Work will be allowed on the Project site 48 hours prior and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager.

**F.** Stadium Manager will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval, the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

**G.** It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the Stadium Manager-observed holidays, unless otherwise approved by the Stadium Manager:

1. Powered Vehicles
2. Construction Equipment
3. Loading and Unloading Vehicles
4. Domestic Power Tools

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## ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE

**A.** Pursuant to Labor Code Section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

**B.** In accordance with Labor Code Section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

**C.** Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

**D.** The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Stadium Manager. The Contractor shall also provide the following:

1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

**E.** Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

**F.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Stadium Manager, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's

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name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

**G.** In addition to requirements associated with submission of labor compliance records under state laws and regulations, the Contractor and each of its subcontractors performing work on the Project shall submit the labor compliance records required herein via the LCPTracker platform as directed by the Stadium Manager.

**H.** In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the Stadium Manager for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

**I.** The responsibility for compliance with this Article shall rest upon the Contractor.

## ARTICLE 32. PREVAILING RATES OF WAGES

**A.** The Contractor is aware of the requirements of Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the Stadium Manager's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

**B.** The Contractor shall forfeit as a penalty to the Stadium Manager not more than Two Hundred Dollars ($200.00), pursuant to Labor Code Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for

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which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**C.** Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

## ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

## ARTICLE 34. EMPLOYMENT OF APPRENTICES

**A.** Contractor and all subcontractors shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

**B.** Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**C.** Knowing violations of Labor Code Section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code Section 1777.7.

**D.** The responsibility for compliance with this Article shall rest upon the Contractor.

## ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment

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of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the Stadium Manager or its representatives for inspection and copy at any time during normal business hours. The Stadium Manager shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Stadium Manager to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any money for performing work as a subcontractor on a public works contract. Any money that is paid or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Stadium Manager. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

## ARTICLE 37. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services

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for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the Stadium Manager prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the Stadium Manager Standards. Contractor shall adhere to the Stadium Manager's lock out tag out program.

## ARTICLE 38. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required hereunder. Contractor shall cause each subcontractor to purchase and maintain such required insurance. Contractor is also responsible for assuring that all subcontractors' insurance policies required herein comply with the additional insured, primary and non-contributory and waiver of subrogation requirements. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Stadium Manager. If requested by Stadium Manager, Contractor shall provide Stadium Manager with certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements for the insurance required for all subcontractors. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The Stadium Manager, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 07 04 and 20 37 07 04 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). The Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers shall be named as additional insureds on Contractor's and its subcontractors' policy/ies of Automobile Liability insurance and Commercial General Liability insurance. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds herein. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of all additional insured parties noted above.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract,

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on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the Stadium Manager certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Stadium Manager, if in the form and coverage as set forth in the Contract Documents.

**C. Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide Stadium Manager with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Stadium Manager.

**D. Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Stadium Manager and shall not preclude the Stadium Manager from taking such other actions available to the Stadium Manager under other provisions of the Contract Documents or law. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Stadium Manager from taking such other actions as is available to it under any other provisions of the Contract Documents. To the extent Contractor maintains insurance greater than these minimum requirements,

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Contractor agrees that such insurance shall be applicable to any of Contractor's liability obligations under the Contract Documents.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Stadium Manager may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents and shall be at least as broad as the primary coverage it supplements.

5. All policies of general liability insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**E. Automobile Liability Insurance**. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Stadium Manager. All policies of automobile insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**F. Contractor's Equipment Insurance**. Contractor shall provide Contractor's Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

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## ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE

**A.** Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Stadium Manager's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the Stadium Manager the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the Stadium Manager indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

**B.** Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, its officials, officers, agents, employees, and volunteers.

**C.** The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Stadium Manager prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Stadium Manager may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the Stadium Manager receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Stadium Manager has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

**D.** The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Stadium Manager's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

**E.** Stadium Manager reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the Stadium Manager's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

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**F.** Contractor shall report to the Stadium Manager, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

## ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

**A. Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within fourteen (14) calendar days of the date stated in the Stadium Manager's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The Stadium Manager is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the Stadium Manager's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the Stadium Manager (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the Stadium Manager will suffer damage. In accordance with Government Code Section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Stadium Manager as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

**B. Inclement Weather.** Contractor shall abide by the Stadium Manager's Representative's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

**C. Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the Stadium Manager in writing of causes of delay. The Stadium Manager shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

**D. No Damages for Reasonable Delay.** The Stadium Manager's liability to Contractor for delays for which the Stadium Manager is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Stadium Manager be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Stadium Manager delay, including delays caused by items that are the responsibility of the Stadium Manager pursuant to Government Code Section 4215, shall be based on

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actual costs only, no proportions or formulas shall be used to calculate any delay damages.

## ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the Stadium Manager:

**A.** Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.

**B.** A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the Stadium Manager to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

**C.** Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Stadium Manager's Representative, for unit price items listed, if any, in the Bid Form.

**D.** Following the Stadium Manager's Acceptance of the Work, the Contractor shall submit to the Stadium Manager a written statement of the final quantities of unit price items for inclusion in the final payment request.

**E.** The Stadium Manager shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

## ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT

**A.** By the tenth (10th) Day of the following calendar month, Contractor shall submit to Stadium Manager's Representative a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the Stadium Manager has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

**B.** The Stadium Manager may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

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1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Stadium Manager for claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Failure to comply with and timely submit all necessary prevailing wage compliance documentation as required under the Contract Documents.

10. Site cleanup.

11. Failure to comply with Contract Documents.

12. Liquidated damages.

13. Legally permitted penalties.

**C.** The Stadium Manager may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Stadium Manager shall be deemed the agent of Contractor and any payment so made by the Stadium Manager shall be considered as a payment made under contract by the Stadium Manager to Contractor and the Stadium Manager shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The Stadium Manager will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

**D.** Upon receipt, the Stadium Manager's Representative shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Stadium Manager shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code Section 8132. The number of days available to the

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Stadium Manager to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Stadium Manager's Representative exceeds the seven (7) Day requirement.

**E.** A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the Stadium Manager.

## ARTICLE 43. SECURITIES FOR MONEY WITHHELD

Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor may request the Stadium Manager to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the Stadium Manager to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in Section 22300 of the Public Contract Code.

## ARTICLE 44. CHANGES AND EXTRA WORK.

**A. Contract Change Orders**.

1. The Stadium Manager, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. Contractor shall promptly execute changes in the Work as directed in writing by the Stadium Manager even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed

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with performance of the work, including Additional Work, promptly and expeditiously.

6. Contractor shall make available to the Stadium Manager any of the Contractor's documents related to the Project immediately upon request of the Stadium Manager, as set forth in Article 52.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

**B. Contract Price Change**.

1. Process for Determining Adjustments in Contract Price.

   a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the Stadium Manager, unless the Stadium Manager requests that proposals be submitted in less than seven (7) Days.

   b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

   c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Stadium Manager.

   d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the Stadium Manager, including but not limited to estimates and quotations from subcontractors or material suppliers, as the Stadium Manager may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

   e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the Stadium Manager has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the Stadium Manager's estimate. If the change is issued based on the Stadium Manager's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the Stadium Manager's estimate was in error.

2. Unit Price Change Orders.

   a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

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b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in Stadium Manager's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

e. The Stadium Manager or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

ii. there is no corresponding adjustment with respect to any other item of Work; and

iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the Stadium Manager believes that the Stadium Manager is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease.

3. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the Stadium Manager. The Stadium Manager will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line-item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

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b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

   Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Stadium Manager shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to “non-cash” discounts, trade discounts, free material credits, and/or volume rebates. “Cash” discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the Stadium Manager if the Contractor is provided the Stadium Manager funds in time for Contractor to take advantage

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of any such “cash” discounts. The portion of any “cash” discounts greater than 2% will not be considered “non-cash” discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than $750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work.

g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal.

h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office

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overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than $750.

j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted, and the markup percentage adjustments will be applied to the net amount.

k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the Stadium Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items.

b. Timely and Final Documentation.

i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Stadium Manager’s Representative for an approval signature **each day** Additional Work is performed. Failure to get the Stadium Manager’s Representative’s approval signature each Day shall result in a waiver of Contractor’s right to claim these costs. The Stadium Manager’s Representative’s signature on time sheets only serves as verification that the Work was performed and is not indicative of Stadium Manager’s agreement to Contractor’s entitlement to the cost.

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ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of Stadium Manager approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

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d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

i. Trade discounts available to the purchaser shall be credited to the Stadium Manager notwithstanding the fact that such discounts may not have been taken by Contractor.

ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Stadium Manager's Representative.

iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

iv. If, in the opinion of the Stadium Manager's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

v. The Stadium Manager reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on Stadium Manager furnished materials.

e. Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

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(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the Stadium Manager for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the Stadium Manager's Representative. Contractor may furnish cost data which might assist the Stadium Manager's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then Stadium Manager shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the Stadium Manager that the equipment could be actively used on another project.

iv. All equipment shall, in the opinion of the Stadium Manager's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Stadium Manager's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct

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power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the Stadium Manager's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the Stadium Manager's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the Stadium Manager determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

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v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide Stadium Manager with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as Stadium Manager may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

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v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by Stadium Manager exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the Stadium Manager the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Stadium Manager a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the Stadium Manager's change order form in an attempt to reserve additional rights.

10. If the Stadium Manager disagrees with the proposal submitted by Contractor, it will notify the Contractor and the Stadium Manager will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the Stadium Manager, a Change Order will be issued by the Stadium Manager. If no agreement can be reached, the Stadium Manager shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings

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in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the Stadium Manager within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the Stadium Manager may require.

**C. Change of Contract Times**.

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless Stadium Manager's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. Stadium Manager may elect, at Stadium Manager's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. <u>Use of Float and Critical Path.</u>

   a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the Stadium Manager or the Contractor.

   b. Contractor shall not be entitled to compensation, and Stadium Manager will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a Stadium Manager-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the Stadium Manager-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

   a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable

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to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

b. If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event, acts or failures to act of utility owners not under the control of Stadium Manager, or other causes not the fault of and beyond control of Stadium Manager and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

i. Contractor shall immediately notify in writing the utility owner and Stadium Manager's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

a. Stadium Manager's liability to Contractor for delays for which Stadium Manager is responsible shall be limited to only an extension of time unless such delays

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were unreasonable under the circumstances. In no case shall Stadium Manager be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

b. Damages caused by unreasonable Stadium Manager delay that impact the critical path, including delays caused by items that are the responsibility of the Stadium Manager pursuant to Government Code Section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

c. Stadium Manager and Stadium Manager's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices Stadium Manager's and Stadium Manager's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

## ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT

**A.** The acceptance of the Work on behalf of the Stadium Manager will be made by the Stadium Manager's Representative. Such acceptance by the Stadium Manager shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the Stadium Manager from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the Stadium Manager has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code Section 9356. If the Contractor has placed securities with the Stadium Manager as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the Stadium Manager under the terms of the Contract.

**B.** Unless Contractor advises the Stadium Manager in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the Stadium Manager has adopted a finding of substantially complete, or the return of

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securities held as described herein, said acceptance shall operate as a release to the Stadium Manager of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the Stadium Manager and for all other claims relating to or arising out of this work. If Contractor advises the Stadium Manager in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the Stadium Manager may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the Stadium Manager with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

**C.** In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the Stadium Manager to the extent necessary to repay the Stadium Manager any excess in the cost of the Work above the contract price.

**D.** Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the Stadium Manager or the date of occupation, beneficial use and enjoyment of the Work by the Stadium Manager including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code Section 8136. In the event of a dispute between the Stadium Manager and the Contractor, the Stadium Manager may withhold from the final payment an amount not to exceed 150% of the disputed amount.

**E.** Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

## ARTICLE 46. OCCUPANCY; BENEFICIAL USE

The Stadium Manager reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

## ARTICLE 47. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Stadium Manager's choosing), indemnify and hold harmless the Indemnified Parties from and against:

**A.** Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner

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directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Indemnified Parties (including passive negligence), except the sole negligence, active negligence or willful misconduct of the Indemnified Parties.

**B.** Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

**C.** Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

**D.** Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Parties. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties in any such suit, action or other legal proceeding. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

## ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

**A. Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes

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on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

**B. Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to a Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the Claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

**C. Supporting Documentation.** The Contractor shall submit all Claims in the following format:

1. Summary of Claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to Claim:

    a. Specifications

    b. Drawings

    c. Clarifications (Requests for Information)

    d. Schedules

    e. Other

3. Chronology of events and correspondence

4. Analysis of Claim merit

5. Analysis of Claim cost

6. Time impact analysis in CPM format

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7. If Contractor's Claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the Claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

**D. Stadium Manager's Response.** Upon receipt of a Claim pursuant to this Article, Stadium Manager shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the Stadium Manager issues its written statement.

1. If the Stadium Manager needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Stadium Manager's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Stadium Manager shall have up to three Days following the next duly publicly noticed meeting of the Stadium Manager's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the Stadium Manager may request in writing additional documentation supporting the Claim or relating to defenses or claims the Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor. The Stadium Manager's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

**E. Meet and Confer.** If the Contractor disputes the Stadium Manager's written response, or the Stadium Manager fails to respond within the time prescribed, the Contractor may so notify the Stadium Manager, in writing, either within 15 Days of receipt of the Stadium Manager's response or within 15 Days of the Stadium Manager's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Stadium Manager shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

**F. Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the claim remains in dispute, the Stadium Manager shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the Stadium Manager issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation,

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with the Stadium Manager and the Contractor sharing the associated costs equally. The Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the Stadium Manager and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

**G. Procedures After Mediation.** If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

**H. Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

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2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**I. Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Stadium Manager. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Stadium Manager may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

**J. Non-Waiver.** The Stadium Manager's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

## ARTICLE 49. STADIUM MANAGER'S RIGHT TO TERMINATE CONTRACT

### A. Suspension of Work by the Stadium Manager:

1. Stadium Manager in its sole and absolute discretion for any reason or no reason whatsoever may at any time, with or without cause, suspend performance of all or any part of the Work by giving not less than five (5) Days written notice to the Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue Work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent

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required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Stadium Manager of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and (4) continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Stadium Manager shall not be liable for any additional costs, damages or anticipated profits incurred by Contractor or its Subcontractors and the Contract Price shall not be increased during the period of suspension, except the actual costs incurred by Contractor, excluding overhead and profit for (a) the purpose of safeguarding the Work and material and equipment in transit or at the Site during the period of suspension, (b) Contractor's or its Subcontractor's rented equipment which are maintained at the Site, or (c) other reasonable and unavoidable costs of shutting down the Work, or reassembling personnel and equipment resulting directly from such suspension. Contractor shall be granted an extension of the Contract Time equal to the number of days performance of Work is suspended; provided, however, that no actual costs or extension of Contract Time shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

**B. Termination for Cause by the Stadium Manager:**

1. In the sole estimation of the Stadium Manager, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the Stadium Manager may serve written notice upon the Contractor and its Surety of the Stadium Manager's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the Stadium Manager have been made for correction of said violations.

2. In the event that the Stadium Manager serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the Stadium Manager written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the Stadium Manager's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the Stadium Manager's service of said notice upon Surety; then the Stadium Manager may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

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3. In the event that the Stadium Manager elects to obtain an alternative performance of the Contract as specified above: (1) the Stadium Manager may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the Stadium Manager in the event of such suspension is hereby created against any property of Contractor taken into the possession of the Stadium Manager under the terms hereof and such lien may be enforced by sale of such property under the direction of the Stadium Manager without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the Stadium Manager against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the Stadium Manager for any cost or other damage to the Stadium Manager necessitated by the Stadium Manager securing an alternate performance pursuant to this Article.

**C. Termination for Convenience by the Stadium Manager:**

1. The Stadium Manager may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the Stadium Manager determines that a termination is in the Stadium Manager's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Stadium Manager, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the Stadium Manager's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

    a. Stop Work as specified in the Notice.

    b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

    c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

    d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

    e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

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f. Submit to the Stadium Manager's Representative, within ten (10) Days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Stadium Manager's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Stadium Manager's Representative no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the Stadium Manager's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. In the event that the Stadium Manager exercises its right to terminate this Contract pursuant to this clause, the Stadium Manager shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

   a. All actual reimbursable costs incurred according to the provisions of this Contract.

   b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Stadium Manager's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

   c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

**D.** Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Stadium Manager may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Stadium Manager, or the Contract is terminated.

**E.** Stadium Manager shall not be liable for any costs other than the charges or portions thereof which are specified and permitted herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

## ARTICLE 50. WARRANTY AND GUARANTEE OF WORK

**A.** Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided

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will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the Stadium Manager, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the Stadium Manager, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

**B.** For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as Stadium Manager may require, to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder immediately upon demand.

**C.** In addition to the warranty set forth in this Article, Contractor shall obtain for Stadium Manager all warranties that would be given in normal commercial practice and assign to Stadium Manager any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the Stadium Manager with all warranty and guarantee documents prior to final Acceptance of the Project by the Stadium Manager as required.

**D.** When specifically indicated in the Contract Documents or when directed by the Stadium Manager's Representative, the Stadium Manager may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the Stadium Manager for installation by the Contractor to be voided or reduced, Contractor shall indemnify Stadium Manager from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the Stadium Manager for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

**E.** The Contractor shall remedy at its expense any damage to Stadium Manager-owned or controlled real or personal property.

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**F.** The Stadium Manager shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the Stadium Manager shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

**G.** In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Stadium Manager may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

**H.** Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the Stadium Manager prefers to accept it, Stadium Manager may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Stadium Manager's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Stadium Manager shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Stadium Manager.

3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Stadium Manager.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to Stadium Manager.

**I.** Stadium Manager May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from Stadium Manager's Representative to correct Defective Work, or to remove and replace rejected Work as required by Stadium Manager, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Stadium Manager may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, Stadium Manager may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for

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which Stadium Manager has paid Contractor but which are stored elsewhere. Contractor shall allow Stadium Manager and Stadium Manager's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Stadium Manager to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Stadium Manager correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and Stadium Manager shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

5. If the Change Order is executed after all payments under the Contract have been paid by Stadium Manager and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Stadium Manager.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to Stadium Manager.

7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Stadium Manager correcting Defective work.

**J.** Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to Stadium Manager at law or in equity, including, but not limited to, Code of Civil Procedure Section 337.15.

## ARTICLE 51. DOCUMENT RETENTION & EXAMINATION

**A.** In accordance with Government Code Section 8546.7, records of both the Stadium Manager and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

**B.** Contractor shall make available to the Stadium Manager any of the Contractor's other documents related to the Project immediately upon request of the Stadium Manager.

**C.** In addition to the State Auditor rights above, the Stadium Manager shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Stadium Manager, for a period of four (4) years after final payment.

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## ARTICLE 52. SEPARATE CONTRACTS

**A.** The Stadium Manager reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

**B.** To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Stadium Manager's Representative any problems with the Work in place or discrepancies with the Contract Documents.

**C.** Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Stadium Manager in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Stadium Manager's Representative shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The Stadium Manager shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

## ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to Stadium Manager shall be addressed to the Stadium Manager as designated in the Notice Inviting Bids unless Stadium Manager designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## ARTICLE 54. NOTICE OF THIRD-PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the Stadium Manager shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The Stadium Manager is entitled to recover reasonable costs incurred in providing such notification.

## ARTICLE 55. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A

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complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## ARTICLE 56. INTEGRATION

**A. Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

**B. Contract Documents Represent Entire Contract.** The Contract Documents are fully integrated and represent the entire agreement of the Stadium Manager and Contractor.

## ARTICLE 57. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the Stadium Manager. Any assignment or change of Contractor's name of legal entity without the written consent of the Stadium Manager shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

## ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Stadium Manager in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect Stadium Manager's rights under the Contract, including but not limited to the bonds.

## ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the Stadium Manager all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, 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 the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the Stadium Manager tenders final payment to the Contractor, without further acknowledgment by the parties.

## ARTICLE 60. PROHIBITED INTERESTS

No Stadium Manager official or representative who is authorized in such capacity and on behalf of the Stadium Manager to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection,

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construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

## ARTICLE 61. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

## ARTICLE 62. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

## ARTICLE 63. LAWS AND REGULATIONS

**A.** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Stadium Manager's Representative in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Stadium Manager's Representative, it shall bear all costs arising therefrom.

**B.** Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

## ARTICLE 64. PATENTS

Contractor shall hold and save the Stadium Manager, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

## ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the Stadium Manager are Stadium Manager property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the Stadium Manager on request at completion of the Work.

## ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

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## ARTICLE 67. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

**END OF GENERAL CONDITIONS**

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# 00 73 13 – SPECIAL CONDITIONS

1.1 Stadium Manager's Representative.

A. For purposes of this Project unless otherwise modified by the Stadium Manager, the Stadium Manager's Representative shall be: Stadium Manager's Vice President, Stadium Projects and Planning or designee.

1.2 Location of the Project.

A. The Project is located at Levi's Stadium, 4900 Marie P. DeBartolo Way, Santa Clara, CA.

1.3 Reserved.

1.4 Status of the Project Area and Rights-of-Way.

A. Stadium Manager, at its expense, will provide all rights-of-way or related right-of-way permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Santa Clara Valley Transit Authority (VTA), Santa Clara Valley Water District or City of Santa Clara, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

B. Stadium Manager has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide Stadium Manager's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by Stadium Manager.

E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide Stadium Manager's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by Stadium Manager.

1.5 Site Data.

A. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

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1.6 Pre-Purchased or Pre-Negotiated Material.

NOT USED.

1.7 Modification of Hours of Work.

NOT USED.

1.8 Project Retention.

In accordance with Public Contract Code Section 7201, Stadium Manager will withhold 5% of each progress payment as retention on the Project.

1.9 Reserved.

1.10 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, Stadium Manager will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code Section 53069.85, Stadium Manager shall therefore be entitled to $500.00 per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent Stadium Manager, in case of Contractor's default, from terminating the Contractor.

1.11 Utility Outages – Notices to Residents.

A. Should Contractor’s operations require interruption of any utility service, Contractor shall notify Stadium Manager at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by Stadium Manager at least seven (7) Days prior to the scheduled outage.

B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.12 Schedule Constraints and Milestones.

A. The Work at the Project site must be completed during the following periods unless otherwise authorized in writing by the Stadium Manager:

1. South Videoboard Sign (X-03A)

a. January 27, 2025, to June 13, 2025.

2. North Videoboard Sign (X-03B)

a. January 27, 2025, to June 13, 2025.

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3. East Exterior Sign (X-01)

    a. January 27, 2025, to December 31, 2025.

4. West Exterior Sign (X-02)

    a. January 27, 2025, to December 31, 2025

B. Major Event Schedule Constraints

1. On-site Work may not occur during any of the following periods.

    a. June 14, 2025 – June 23, 2025

    b. June 24, 2025 – July 3, 2025

    c. July 4, 2025 – July 20, 2025

    d. July 28, 2025 – August 4, 2025

    e. September 10, 2025 – September 13, 2025

    f. September 29, 2025 – October 5, 2025

2. In addition to the known Schedule Constraints and Milestones outlined in Section 1.12.A and 1.12.B above, additional events may be scheduled during the Project timeline. Such dates include, but are not limited to:

    a. Two (2) non-NFL events, dates to be determined

    b. Ten (10) NFL home games, dates to be determined

3. On-site Work shall not occur 72 hours prior to and 24 hours after any major events without Stadium Manager's prior written approval.

4. Existing or replacement/new Levi's signage must be complete and functioning for all major events.

C. Project Milestones

1. South Videoboard Sign (X-03A) (Base Bid Item No. 3) – Subject to the schedule constraints noted herein, all Work associated with the South Videoboard Sign must be completed by no later than June 13, 2025.

2. North Videoboard Sign (X-03B) (Base Bid Item No. 4) – Subject to the schedule constraints noted herein, all Work associated with the North Videoboard Sign must be completed by no later than June 13, 2025.

3. East Exterior Sign (X-01) (Base Bid Item No. 1) – Subject to the schedule constraints noted herein, all Work associated with the East Exterior Sign must be completed by no later than December 31, 2025.

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4. West Exterior Sign (X-02) (Base Bid Item No. 2) – Subject to the schedule constraints noted herein, all Work associated with the West Exterior Sign must be completed by no later than December 31, 2025.

D. Stadium Manager has considered these schedule constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these constraints.

1.13 Noise Restrictions

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.14 Safety Programs.

A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with Cal/OSHA safety requirements at all times during the completion of the Work.

B. Stadium Manager has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

1.15 Coordination with Other Contractors.

A. In addition to the Contract requirements relating to other work at the Site, Stadium Manager anticipates that other contractors will be performing work within the Site.

B. Stadium Manager has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

1.16 Levi's Stadium – Jobsite Rules.

A. The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

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1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.

2. No smoking, drugs, or alcohol permitted on site.

3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.

4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.

5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.

6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).

7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.

8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.

9. Personal Protective Equipment (“PPE”), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This includes office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.

10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.

11. NO children (under 18 years old) are allowed on site.

12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.

13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.

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14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

    - Contractor's Company Name
    - Contractor's Equipment Contact
    - Contact Phone Number
    - Duration On-Site (i.e. 06/02/25- 06/15/25)

    Equipment requiring this information includes, but is not limited to, the following types of equipment:

    - Material Handling Equipment (such as Forklifts and Pallet Jacks)
    - Golf Carts
    - Flatbeds
    - Manlifts
    - Vehicles
    - Job Boxes
    - Trailers
    - Other Equipment

    Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

B. **Social Media Policy.** This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy. The Contractor (and all employees) are prohibited from the following:

    1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.

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2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third-party rights.

3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.

4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

**Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.**

1.17 Procurement and Contract Process Integrity and Conflict of Interest Guidelines

A. **PURPOSE**

1. The purpose of these Guidelines is to ensure integrity in the Stadium Manager's procurement and contract processes, to educate Stadium Manager employees, consultants, uncompensated outside parties and any person involved in the decision to award a contract about potential Conflicts of Interest, and to establish guidelines for procedural screening of Conflicts of Interest.

2. The Stadium Manager desires to provide a fair opportunity to participants in competitive processes for the award of Stadium Manager contracts by promulgating integrity and removal of Conflicts of Interest in all competitive solicitations.

B. **DEFINITIONS**

1. PURCHASING MANAGER

"Purchasing Manager" is the Stadium Manager representative designated by the Stadium Manager to be responsible for the Stadium Manager's procurement process.

2. ELECTED OFFICIAL

"Elected Official" means the City of Santa Clara Mayor, Council Members, City Clerk, and Chief of Police.

3. COUNCIL APPOINTEES

"Council Appointees" means the City of Santa Clara City Manager, City Attorney, and City Auditor.

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4. SOLICITATION

"Solicitation" means, but is not limited to, specification development, preparation and issuance of requests for proposals, quotes, qualifications or bids, evaluation of responses and submissions, and other evaluations which lead to an award of a Stadium Manager contract.

C. **GENERAL PROVISIONS**

1. COMMUNICATION PROTOCOL

a. Prior to Issuance of Solicitations: Prior to the issuance of Solicitations, contact between prospective respondents and Stadium Manager staff, consultants or City of Santa Clara elected officials is permissible.

b. After Issuance of Solicitations and prior to Submission deadline for Solicitations: After issuance of Solicitations, all contact between prospective respondents and the Stadium Manager with regard to the Solicitation must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries with regard to the Solicitation to the procurement contact. All requests for clarification, objections to the structure, content, or distribution of a Solicitation, or other inquiries must be made in writing and the Stadium Manager shall answer to these clarifications, objections, and inquiries in writing via addenda to the Solicitation.

c. After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

d. After Issuance of a Notice of Intended Award: The Stadium Manager will issue a notice of intended award to all respondents including the basis for selection and instructions for filing a protest. All respondents shall follow the procedures for protest as indicated in the Solicitation document. During the protest period, Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

e. After Completion of Protest Period: After completion of the protest period contact between prospective respondents and Stadium Manager staff, consultants and City of Santa Clara elected officials is permissible.

D. **RESPONDENT'S CODE OF CONDUCT**

1. By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or

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evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

E. **CONFIDENTIALITY DURING EVALUATION PROCESS**

1. Stadium Manager staff, consultants, and outside evaluators who are participants in the evaluation process are required to sign a confidentiality agreement which binds the participants not to share any information about responses received and the evaluation process until the Stadium Manager issues a notice of intended award.

F. **CONFLICT OF INTEREST**

1. Elected officials, appointed officials, their staffs, and Stadium Manager employees and consultants are expected to avoid any conflicts of interest. Further, such individuals should avoid the appearance of conflicts of interest in order to ensure that Stadium Manager decisions are made in an independent and impartial manner. In general, the designated Stadium Manager procurement contact, in consultation with the Stadium Manager's Chief Financial Officer ("CFO") shall take measures to ensure that the Stadium Manager avoid any conflict of interests in procurement processes of Stadium Manager contracts. Specifically, these measures include that:

a. Persons who may not be regularly involved in Stadium Manager procurements review this Exhibit and other ethical standards and elicit such information from them to enable the Stadium Manager to determine if the person's participation would create a conflict of interest. Such persons shall include, but are not limited to:

(i) authors of specifications

(ii) paid and unpaid evaluators

(iii) paid and unpaid consultants who assist in the procurement process

b. The CFO shall discuss any potential conflict of interest identified with Stadium Manager's legal department and document the resulting determination, and take appropriate action including, but not limited to, removal of an employee, consultant, or outside uncompensated party from the procurement activity or cancellation of a Solicitation.

G. **ALLEGATIONS OF CONFLICT OF INTEREST**

1. Prior to the Solicitation release, up to award of contract, any allegations of conflict of interest by a Stadium Manager employee, consultant, or other participant in the pre- Solicitation and Solicitation process shall be reported to the CFO. The CFO shall investigate the alleged conflict of interest in consultation with the Stadium Manager's legal department and document the resulting determination.

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## H. ALLEGATIONS OF MISCONDUCT

1. At any time during a Solicitation process, any misconduct by a Stadium Manager employee, consultant, or other participant in the pre-Solicitation and Solicitation process, shall be reported to the CFO. The CFO shall investigate the alleged misconduct, in consultation with the procurement contact, and others, as appropriate. Nothing in these guidelines is intended to prohibit anyone from communicating with the CFO or legal department about any alleged misconduct.

**END OF SPECIAL CONDITIONS**

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# 01 00 00 – GENERAL REQUIREMENTS

## PART 1 -- GENERAL

1.1 DESCRIPTION

A. This Project involves the replacement of the current Levi's Stadium naming rights signage with a new signage package encompassing an enhanced design and electrical system.

## PART 2 -- PRODUCTS (NOT USED)

## PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

Stadium Manager and/or the Stadium Manager's Representative has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the Stadium Manager Representative of any discrepancies.

B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period and shall perform all surveys necessary for the Stadium Manager Representative to determine final quantities of Work in place. The Stadium Manager Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the Stadium Manager Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of Stadium Manager's Representative. Unless waived by Stadium Manager's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of Stadium Manager's Representative.

C. Surveying

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1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

   (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

   (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.

   (c) Cross-Section points shall be located within 0.1 foot, horizontally and vertically.

   (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Stadium Manager's Representative for Approval. The receipt or Approval of any schedules by the Stadium Manager's Representative or the Stadium Manager shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Stadium Manager's Representative.

B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

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C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Stadium Manager's Representative monthly when requested to do so by Stadium Manager's Representative. Contractor shall also submit schedules showing a three-week detailed look-ahead at bi-weekly meetings conducted with the Stadium Manager. The Stadium Manager's Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

NOT USED.

3.4 PROTECTION OF WORK AND PROPERTY

A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the Stadium Manager with reasonable notice of the need for such repair or replacement, it shall be performed by the Stadium Manager. If the Contractor fails to provide the Stadium Manager with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the Stadium Manager, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the Stadium Manager at no expense to the Contractor, provided the Stadium Manager is notified at least 48 hours before the property line monuments are damaged.

B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project site over a route designated by the Stadium Manager's Representative.

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4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the Stadium Manager shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Stadium Manager's Representative. Contractor shall not unreasonably encumber the Project site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the Stadium Manager, at no cost to the Stadium Manager.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the Stadium Manager.

8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Project site in a clean, safe condition.

10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the Stadium Manager.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made, therefore.

E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Stadium Manager shall be entitled to inspect and copy any such documentation, video, or photographs.

## 3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

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B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.

3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public rights-of-way, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Stadium Manager's Representative. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

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1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

5. The Stadium Manager's Representative shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Stadium Manager's Representative concurrence prior to beginning the condition survey. The Stadium Manager's Representative reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Stadium Manager's Representative with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

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1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the Stadium Manager. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which should be the bottom of the pavement Section; and at the top of the aggregate base prior to pavement construction.

## 3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to Stadium Manager in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by Stadium Manager’s operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification Section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

(1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

(1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:

a. Installation

b. Adjustment

c. Startup

d. Location of controls, special tools, equipment required, or related instrumentation needed for operation

e. Operation procedures

f. Load changes

g. Calibration

h. Shutdown

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i. Troubleshooting

j. Disassembly

k. Reassembly

l. Realignment

m. Testing to determine performance efficiency

n. Tabulation of proper settings for all pressure relief valves, low- and high-pressure switches, and other protection devices

o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

(1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.

(2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

(1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.

(2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

(1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

(1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

(1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

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(1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

3. The Contractor shall furnish to Stadium Manager six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List - The Contractor shall furnish to Stadium Manager six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by Stadium Manager in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist Stadium Manager in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to Stadium Manager's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to Stadium Manager's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to Stadium Manager, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall

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be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by Stadium Manager's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to Stadium Manager's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform Stadium Manager's Representative, in writing, the date the material is to be manufactured.

3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to Stadium Manager's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate Stadium Manager's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by Stadium Manager.

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3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to Stadium Manager's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Stadium Manager's Representative to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. All connections to the Stadium Manager's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the Stadium Manager. The Stadium Manager-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Stadium Manager's Representative. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the Stadium Manager's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the Stadium Manager four (4) calendar days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the Stadium Manager.

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2. At the option of the Stadium Manager's Representative, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The Stadium Manager will perform all notification to existing customers regarding temporary loss of service.

3. Contractor shall submit a request on Stadium Manager's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the Stadium Manager Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify Stadium Manager as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.

2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

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3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the Stadium Manager may do so and the cost of such clean up shall be charged back to the Contractor.

## 3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints.

2. Stadium Manager has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

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4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the Stadium Manager Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Stadium Manager within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

   If directed by the Stadium Manager Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any Stadium Manager directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by Stadium Manager or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the Stadium Manager Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or Stadium Manager within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

   If directed by the Stadium Manager Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits,

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laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the Stadium Manager Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Stadium Manager directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Stadium Manager pursuant to the Contract Documents.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

NOT USED.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Stadium Manager and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project and assumes any and all risks and liabilities arising therefrom.

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2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the Stadium Manager Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in Stadium Manager stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

   (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with Stadium Manager's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the Stadium Manager Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. Stadium Manager will file the Notice of Intent and pay the filing fee.

   (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:

      (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

      (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling,

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grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

(3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

(4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of Section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

(5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.

(6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on-stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

(8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

(9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by Stadium Manager.

(d) Stadium Manager retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other

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Permit related document or fails to proceed in a manner that is satisfactory to Stadium Manager. Stadium Manager reserves the right to implement its own SWPPP at the Project site and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be Stadium Manager's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by Stadium Manager in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

(e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify the Indemnified Parties as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Indemnified Parties. Stadium Manager may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

6. Oil storage tanks management.

(a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

(b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

(c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.

(d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Stadium Manager's Representative at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

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7. Underground tank prohibition. The Contractor shall not use underground storage tanks.

8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication “Reclamation Safety and Health Standards.”

9. Other Permits.

   (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

   (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

   (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

10. Cost. Except as specified herein, the cost of complying with this Section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

H. Federal Aviation Association (FAA) Notice and Coordination.

1. Any temporary construction activity that exceeds 200 feet above ground level limitation requires the Contractor to give notice, coordinate and schedule the temporary construction activity with the FAA in advance of the activity. The Stadium Manager recommends two (2) weeks advance notice to the FAA, but it is the responsibility of the Contractor to obtain approval from the FAA prior to the activity. An example of an activity that might exceed the 200-foot elevation ceiling is a temporary crane operation to lift signs into place. The permanent location of any part of any sign installed as part of the Project may not exceed the 200-foot elevation ceiling above ground level in accordance with FAA restrictions.

I. Playing Surface Restriction.

1. Contractor’s field access plan including, without limitation, any crane use on the playing field at the Project site must be approved in writing by the Stadium Manager in advance of Contractor accessing the playing field for any reason. Except as otherwise expressly approved by the Stadium Manager, all construction operations shall be conducted outside the limits of the playing field at the Project site.

**END OF GENERAL REQUIREMENTS**

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# TECHNICAL SPECIFICATIONS

## SUMMARY

This Project replaces the current Levi's Stadium naming rights signage with a new signage package encompassing an enhanced design and electrical system as indicated in the Plans and Specifications.

## SCOPE OF WORK

1. **Base Bid Scope**
   a. Scope Summary
      i. Base Bid Item No. 1 – Contractor shall complete all Work necessary to complete the East Exterior Sign (denoted as Sign X-01 in the Plans and Specifications) and all associated demolition, disposal, improvements and requirements in accordance with the Contract Documents.
      ii. Base Bid Item No. 2 – Contractor shall complete all Work necessary to complete the West Exterior Sign (denoted as Sign X-02 in the Plans and Specifications) and all associated demolition, disposal, improvements and requirements in accordance with the Contract Documents.
      iii. Base Bid Item No. 3 – Contractor shall complete all Work necessary to complete construction of the South Videoboard Sign (denoted as Sign X-03A in the Plans and Specifications) and all associated demolition, disposal, improvements and requirements in accordance with the Contract Documents.
      iv. Base Bid Item No. 4 – Contractor shall complete all Work necessary to complete construction of the North Videoboard Sign (denoted as Sign X-03B in the Plans and Specifications) and all associated demolition, disposal, improvements and requirements in accordance with the Contract Documents.
   b. Contractor shall purchase and install pre-approved products (or approved or-equal substitutes) as per the Plans and Specifications. Contractor shall ensure proper demolition and disposal and/or recycling of old signage, electrical materials, and other waste generated as part of the Project.
   c. Contractor shall comply with all requirements of the Contract Documents in the performance of the Work.
   d. Contractor is informed the Base Bid Scope shall include a new signage package that encompasses:
      i. The East Exterior Sign (denoted as Sign X-01 in the Plans and Specifications), West Exterior Sign (denoted as Sign X-02 in the Plans and Specifications), South Videoboard Sign (denoted as Sign X-03A in the Plans and Specifications), and North Videoboard Sign (denoted as Sign X-03B in the Plans and Specifications), all with dimmable LED lighting with master-controlled and synchronized dimming modules;
      ii. Sign cabinets, integrated letters, channel form letters, secondary framing, edge beams, fastenings, additional supports, etc., that shall be engineered by Contractor. Shop drawings must be submitted to the Stadium Manager for approval prior to fabrication and installation;

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iii. The electrical system shall encompass the addition of new loads to the existing panelboard, installation of new panelboards, a new transformer, and new feeders, per the Plans and Specifications.

e. Contractor shall be responsible for making the necessary adjustments and coordination of all work between trades and existing conditions, including but not limited to mechanical, electrical, plumbing, architectural, structural, and fire protection systems, and design and installation Work performed under the Project may impact these building systems.

f. Contractor shall retain and pay for the services of an independent testing firm to perform inspections and tests as required through startup, certification, energization and final acceptance by Stadium Manager.

g. Contractor shall avoid and immediately correct lighting output spillage during construction and throughout any applicable warranty periods.

h. Contractor shall coordinate with Stadium Manager personnel to ensure there are no power and communication interruptions to any scheduled events.

2. The Contractor shall provide all materials, equipment, tools, labor, supervision and project management necessary to complete the Project. Except as otherwise specified herein, Contractor is responsible for obtaining all permits and approvals from authorities having jurisdiction over the Project as may be necessary to complete the Project.

3. Refer to the Plans and Specifications referenced below for additional information.

## PLANS AND SPECIFICATIONS

1. Follow the hyperlink to download the following Plans and Specifications and permit card for this Project:

   **https://49ers.egnyte.com/fl/YDKBBrCsRW**

## PERMITS

The Stadium Manager has submitted the Plans and Specifications for the Project to the City of Santa Clara for permit**.** Contractor shall retrieve the building permit at the City of Santa Clara Permit Center, located at 1500 Warburton Avenue, Santa Clara, CA 95050, prior to starting the Work. Contractor is required to coordinate with City building officials, testing firm, and Stadium Manager for required inspections and commissioning for the Project.

## GENERAL REQUIREMENTS

1. Contractor shall provide protection for all existing building components beneath and around the Work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at Contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

2. In all active Work areas, Contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected Work area. This not only includes areas surrounding the Work, but also includes areas below the Work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis.

3. Cleaning and Protection

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a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

b. Protect all adjacent equipment, material, and property.

c. Upon completion of the Work, remove unused materials, debris, containers, footing forms and equipment from the Project site. Remove protective coverings and clean the exposed surfaces of the Work to remove dirt, stains and other substances, by methods as recommended by manufacturers.

## MATERIALS

1. Contractor shall perform the Work in accordance with the requirements specified in the Technical Specifications and Plans and Specifications.
2. Refer to the Notice Inviting Bids regarding requirements associated with “or-equal” substitutions. Contractor shall be solely responsible for ensuring and verifying the parts, equipment, and materials required to complete all Work on the Project, including any approved “or-equal” substitutes, are compatible with existing equipment and systems.

## SUBMITTALS

1. Contractor shall submit parts and pieces identified in the “Materials” section of this document to the Stadium Manager or its designee for review and approval.

## INSTALLATION

1. The Contractor is responsible for the installation of material and equipment per the manufacturer requirements. Contractor shall provide all tools, labor, materials, and accessories necessary to complete the installation per the manufacturer requirements.
2. The Project site is Levi’s Stadium, which is located at the following address:

   Levi’s Stadium
   4900 Marie P. DeBartolo Way
   Santa Clara, CA 95054

## SCHEDULE

1. Delivery and installation of materials is required within the Contract Time specified in the Contract Documents. Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

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**EXHIBIT "A"**
**CHANGE ORDER FORM**

***Forty Niners Stadium Management Company LLC***

*4900 Marie DeBartolo Way*
*Santa Clara, CA 95054*

## *Contract Change Order #*

| | | | | |
|---|---|---|---|---|
| **Project:** | | **Change Order No.:** | | |
| | | **Orig. Contract Amt.:** | $ | Days |
| **Contract No.:** | | | | |
| **Contractor:** | | **Prev. Appvd. Changes:** | $ | Days |
| **Owner:** | Forty Niners Stadium Management Company LLC | **This Change:** | $ | Days |
| | | **Revised Contract Amt.:** | $ | Days |

This Change Order covers changes to the subject Contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Forty Niners Stadium Management Company LLC, otherwise referred to as Owner.

| Item No. | Description of Changes | Increase/ (Decrease) in Contract Amount | Contract Time Extension, Days |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| | **Totals** | **$** | |

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The amount of the Contract will be increased by the sum of $_____ and the Contract Time shall be extended by ____ calendar days. The undersigned Contractor approves the foregoing Change Order #___ as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #___. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

| | |
|---|---|
| (Signature) Contractor's Authorized Representative | Date |

Recommended:

| | |
|---|---|
| (Signature) [**INSERT NAME, TITLE**] | Date |

Approved:

| | |
|---|---|
| (Signature) [**INSERT NAME, TITLE**] | Date |

| Item No. | Justification for Change(s) |
|---|---|
| 1 | |
| 2 | |

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JONES SPORTS
Prime Time. Accomplished.

Response to Request for Proposal

# LEVI'S STADIUM

Bid Scope Package

# FY24-0069- NAMING RIGHTS SIGNAGE REPLACEMENT PROJECT

Presented by:

RICH ONGIRSKI & DIKRAN VARTAN

Date: 10/31/2024

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# 00 41 43 – BID FORMS

## 1.1 BID.

Bids will be received by the Forty Niners Stadium Management Company LLC via its eProcurement Portal, https://49ers.bonfirehub.com/portal until 1:00 p.m. (PT) on October 29, 2024.

**NAME OF BIDDER: Jones Sign Co., Inc.**

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**Levi's Stadium Levi's Naming Rights Signage Refurbishment/Replacement Project**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addendum No. 1[1] and Addenda No. 2 dated 10/23/2024

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed List of Subcontractors form.
3. Attached is the completed Bidder Information and Experience form.
4. Attached is the fully executed Non-Collusion Declaration form.
5. Attached is the completed Iran Contracting Act Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

[1] Addendum No. 1 is issued concurrently with this RFB-FY24-0069 and made a part hereof by this reference.

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## A. BID SCHEDULE

| BASE BID SCHEDULE | | | |
|---|---|---|---|
| **NO.** | **ITEM DESCRIPTION** | **UNIT OF MEASURE** | **ITEM COST** |
| **1.** | East Exterior Sign (X-01) – See Section 1.a.i of the Technical Specifications for Base Bid Item No. 1 scope summary.* | Lump Sum (LS) | $1,016,200.48 |
| **2.** | West Exterior Sign (X-02) – See Section 1.a.ii of the Technical Specifications for Base Bid Item No. 2 scope summary.* | Lump Sum (LS) | $923,012.92 |
| **3.** | South Videoboard Sign (X-03A) – See Section 1.a.iii of the Technical Specifications for Base Bid Item No. 3 scope summary.* | Lump Sum (LS) | $1,022,192.62 |
| **4.** | North Videoboard Sign (X-03B) – See Section 1.a.iv of the Technical Specifications for Base Bid Item No. 4 scope summary.* | Lump Sum (LS) | $1,017,149.85 |
| ***BIDDERS ARE ADVISED THE BID ITEMS SPECIFIED IN THE SCHEDULE ABOVE ARE INCLUSIVE OF ALL WORK REQUIRED TO COMPLETE EACH BID ITEM INCLUDING, <u>WITHOUT LIMITATION</u>, ALL GENERAL CONDITIONS, MOBILIZATION, METALS/STRUCTURAL STEEL, FINISHES (COATINGS), SPECIALTIES (ELECTRIC SIGNS), MOCKUPS, ELECTRICAL, TRANSPORTATION, MATERIAL PROCESSING AND HANDLING EQUIPMENT, MATERIALS, DEMOLITION, DISPOSAL, SUPERVISION, AND PROJECT MANAGEMENT.** | | | |
| **BASE BID AMOUNT (SUM OF ALL LINE ITEMS ABOVE)** | | | $3,978,555.87 |

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Item Cost and Bid Amount, the Item Cost shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as an Item Cost is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth as the Bid Amount shall prevail.

The estimated quantities for items, if any, are for purposes of comparing Bids only and the Stadium Manager makes no representation that the actual quantities of work performed will not

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vary from the estimates. Final payment shall be determined by the Stadium Manager's Representative from measured quantities of work performed based upon the Item Cost.

**B. TOTAL BID PRICE**

The Total Bid Price is the amount specified below, which shall be used to determine the lowest Bid. The Total Bid Price includes the Base Bid Amount only.

TOTAL BID PRICE: $ 3,978,555.87

For purposes of evaluating Bids, the Stadium Manager will correct any apparent errors in the extension of unit prices, any apparent errors in the addition of lump sum and extended prices, and any apparent errors in calculating the Total Bid Price.

**C. TERMS OF BID:**

The undersigned agrees that this Bid Form constitutes a firm offer to the Stadium Manager which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Stadium Manager and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) calendar days after the Stadium Manager provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the Stadium Manager, after which the Stadium Manager will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within fourteen (14) calendar days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Santa Clara County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file with the Stadium Manager and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to Forty Niners Stadium Management Company LLC as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or

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certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Forty Niners Stadium Management Company LLC.

Bidder is an individual _____, or corporation __X___, or partnership _____, organized under the laws of the State of __Wisconsin_____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

CA License – 959771; Expiration- 6/30/2025; C45 Electrical Signs

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) calendar days from the date the Stadium Manager provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Stadium Manager, the Stadium Manager may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

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I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Jones Sign Co., Inc. 1711 Scheuring Rd, De Pere, WI, on this 30th day of October , 2024.

(Corporate Seal)

(Bidders Name – Print or Type)

Todd Patrickus | Chief Executive Officer
(Name and Title)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Todd Patrickus Title Chief Executive Officer

Complete Address 1711 Scheuring Road, De Pere, WI 54115

Phone 920-425-9823 FAX 920-983-9145

Name Cheri Perrault Title Controller

Complete Address 1711 Scheuring Road, De Pere, WI 54115

Phone 920-425-9843 FAX 920-983-9145

Name N/A Title

Complete Address

Phone FAX

Name N/A Title

Complete Address

Phone FAX

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## 1.2 BID BOND

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, Jones Sign Co., Inc., as Principal, and Endurance Assurance Corporation, as Surety and are held and firmly bound unto the Forty Niners Stadium Management Company LLC, hereinafter called the Stadium Manager, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Stadium Manager for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated October 31st, 20 24, for the **Levi's Stadium Levi's Naming Rights Signage Refurbishment/Replacement Project.**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Stadium Manager as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Stadium Manager and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Stadium Manager in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 28th day of October, 20 24, the name and corporate seal of each corporation.

(Corporate Seal)

Jones Sign Co., Inc.
Contractor/ Principal

By _____

Title Chief Executive Officer

(Corporate Seal)

Endurance Assurance Corporation
Surety

By _____
Attorney-in-Fact Anne M. Gliedt

(Attach Attorney-in-Fact Certificate)

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Wisconsin
COUNTY OF Brown

On October 28, 2024, before me, Kari A Vanlaanen, Notary Public, personally appeared Todd R Patrickus, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KARI A VANLAANEN NOTARY PUBLIC STATE OF WISCONSIN

WITNESS my hand and official seal.

Signature of Notary Public exp 8.9.2025

## 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.*

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MISSOURI
COUNTY OF St. Louis

On October 28th, 20 24, before me, Tamara Bowser, Notary Public, personally appeared Anne M. Gliedt, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tamara Bowser
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires September 19, 2025
Commission #21361595

Signature of Notary Public Tamara Bowser

## 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.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF BID BOND**

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SOMPO INTERNATIONAL
INSURANCE

# POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **DeAnna M. Maurer, Anne M. Gliedt, Kevin McDaniel, Stephanie L. Klearman, Mark R. Duggan, Lauren Blair, Jane M Dew, Tamara Bowser, Roxanne Avila, Nancy Singleton, Meredith McMillen** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**
By:
**Richard Appel; SVP & Senior Counsel**

**Endurance American Insurance Company**
By:
**Richard Appel; SVP & Senior Counsel**

**Lexon Insurance Company**
By:
**Richard Appel; SVP & Senior Counsel**

**Bond Safeguard Insurance Company**
By:
**Richard Appel; SVP & Senior Counsel**

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC

**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of October, 2024

By: Daniel S. Lupe, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

**Any reproductions are void.**

**Surety Claims Submission: LexonClaimAdministration@sompo-intl.com**
**Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870**

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## 1.3 LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of Work |
|---|---|---|---|---|---|
| Electrical | Cupertino Electric Inc. | 1132 North Seventh St. San Jose, CA 95112 | #174637 | 1000003692 | 10% |
| | | | | | |
| | | | | | |
| | | | | | |

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| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of Work |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

(Attach additional sheets if necessary)

Name of Bidder Jones Sign Co., Inc.

Signature 

Name and Title Todd Patrickus | Chief Executive Officer

Dated 10/30/2024

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## 1.4 BIDDER INFORMATION AND EXPERIENCE FORM

### A. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

**NOTE**: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: Jones Sign Co., Inc.

2.0 Type, if Entity: S- Corporation

3.0 Bidder Address: 1711 Scheuring Road De Pere, WI 54115

920-983-9145 (Facsimile Number) 920-983-6700 (Telephone Number)

dvartan@jonessign.com or rongirski@jonesign.com
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 114 years

5.0 How many years has Bidder's organization been in business under its present name? 114 years

5.1 Under what other or former names has Bidder's organization operated? N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 12/29/1975

6.2 State of Incorporation: Wisconsin

6.3 President's Name: Todd Patrickus

6.4 Vice-President's Name(s): Sara Ledvina

6.5 Secretary's Name: Cheri Perrault

6.6 Treasurer's Name: N/A

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7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:
N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.
Jones Sign is legally qualified to do business in all 50 states.

10.0 What type of work does the Bidder normally perform with its own forces?

Fabrication and installation- We are a turnkey provided for signage and architectural elements.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No, we have never failed to complete any work that was awarded to us.

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No officer or partner of Jones Sign has failed to complete a contract.

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13.0 List Trade References:

Fastenal- Contact Mark Frieberg- #920-983-9900

Piedmont Plastics- Contact Becky Hazle- Jones - #704-816-1954

Liebovich Steel & Aluminum- Contact Credit Dept- #920-759-3525

N. Glantz & Son – Contact Brandon Cook- #502-568-4439

14.0 List Bank References (Bank and Branch Address):

Nicolet National Bank

111 North Washington St.

Green Bay, WI

Contact: Michael Vogel, Vice President, Commercial Banker

15.0 Name of Bonding Company and Name and Address of Agent:

Endurance Assurance Corp, member of Sompo International Insurance Companies

Agent- Lockton Companies- Three CityPlace, Ste 900, St. Louis, MO 63141

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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## B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

| Project | Description of Bidder's Work | Completion Date | Cost of Bidder's Work |
|---|---|---|---|
| 222 Orange Facade-Orlando, FL | Canopies | 11/29/24 | $148,857.00 |
| Alo Yoga - Repair UTC-San Diego, CA | Storefront | 11/29/24 | $142,404.00 |
| Arco San Jacinto-San Jacinto, CA | Exterior Signage | 12/30/24 | $214,381.00 |
| Ashley Furniture - Spring Valley, NV-Spring Valley, NV | Pylon | 11/08/24 | $1,043,441.00 |
| Ashley Furniture - Spring Valley, NV-Spring Valley, NV | Exterior Signage | 11/30/2024 | $313,395.00 |
| Bay Park Square-Ahswaubenon, WI | Exterior Signage & Wayfinding Package | 11/01/24 | $490,956.00 |
| Beer Union-Las Vegas, NV-Las Vegas, NV | Storefront | 11/29/24 | $306,374.00 |
| Bethesda North Hopsital | Exterior LED Lighting | 12/31/24 | $299,830.00 |
| Bleutech Park - 3D Pylon - Las Vegas, NV-Las Vegas, NV | Pylon | 01/09/25 | $675,000.00 |
| Bus Rapid Transit-Miami, FL | Pylons | 11/15/24 | $3,286,592.00 |
| Chevron - Renaissance-Rialto, CA | Exterior Signage | 12/13/24 | $201,776.00 |
| Clear Creek Crossing - Wheatridge, CO-Wheatridge, CO | Exterior Signage & Wayfinding Package & Pylons | 12/31/24 | $1,459,475.00 |

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| | | | |
|---|---|---|---|
| Common Spirit- St Francis | Exterior Signage & Wayfinding Package | 11/01/24 | $674,364.00 |
| Common Spirit St Mary Corwin- | Exterior Signage & Wayfinding Package | 11/29/24 | $453,618.00 |
| Corewell Health - SH Big Rapids Hospital-Big Rapids, MI | Exterior Signage & Wayfinding Package | 11/29/24 | $243,113.00 |
| Corewell Health-CH053,058,059,077- | Exterior Signage & Wayfinding Package | 11/29/24 | $230,838.00 |
| Corewell Health - CH343, 344, 347- | Exterior Signage & Wayfinding Package | 11/29/24 | $278,142.00 |
| Corewell Health - CH345,350,352,355 - SH Family- | Exterior Signage & Wayfinding Package | 11/29/24 | $171,110.00 |
| Corewell Health - CH348, 365 - Rochester Hills Health- | Exterior Signage & Wayfinding Package | 11/29/24 | $182,360.00 |
| Dior- Austin, TX | Storefront | 11/08/24 | $321,839.00 |
| Dior- San Antonio, TX | Storefront | 11/08/24 | $330,334.00 |
| Easton Town Center-Columbus | Monument Sign | 11/15/24 | $392,717.00 |
| Intuit Dome-Inglewood, CA | Stadium Portals | 11/30/24 | $2,012,822.00 |
| General RV- Ashland, VA | Exterior Building Signage & Pylon | 11/15/24 | $601,859.00 |
| HCA- HealthONE-Lakewood, CO | Exterior Campus Signage | 02/20/25 | $121,285.00 |
| HCA- HealthONE-Lonetree, CO | Exterior Campus Signage | 01/02/25 | $1,225,905.00 |
| La Jolla Village Square-La Jolla, CA | Exterior Signage & Wayfinding Package | 01/17/25 | $391,967.00 |

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| | | | |
|---|---|---|---|
| Louis Vuitton-Glendale, CA | Storefront | 10/30/24 | $323,996.00 |
| Louis Vuitton- San Antonio, TX | Storefront | 11/29/24 | $152,526.00 |
| Madewell- Short Hills Mall - Millburn, NJ | Storefront | 10/30/24 | $158,328.00 |
| Market and Main Shopping Center - Bedford, NH-Bedford, NH | Pylons | 11/22/24 | $248,600.00 |
| Marketplace at River Park - Fresno, CA-Fresno, CA | Exterior Signage & Wayfinding Package | 11/08/24 | $459,531.00 |
| Miami World Center-Signage & Wayfinding-Phase 1-Miami, FL | Exterior Signage & Wayfinding Package | 12/06/24 | $1,438,222.00 |
| Shops at River Park - Fresno, CA Monument-Fresno, CA | Monument Sign | 11/08/24 | $224,989.00 |
| Shops at River Park - Fresno, CA Signage-Fresno, CA | Exterior Signage | 11/08/24 | $875,036.00 |
| STK - Exterior Signage-Boston, MA | Exterior Signage | 11/15/24 | $113,744.00 |
| STK- Architectural Elements- Adventura, FL | Exterior Ribbons | 11/22/24 | $228,428.00 |
| STK- Architectural Elements- Denver, CO | Exterior Ribbons | 10/30/24 | $590,736.00 |
| STK- Architectural Elements- Topanga, CA | Interior Ceiling Ribbon & Exterior Ribbons | 12/31/24 | $816,341.00 |
| STK- Architectural Elements- Topanga, CA | Interior Ceiling Ribbon & Exterior Ribbons | 12/31/24 | $816,341.00 |

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| | | | |
|---|---|---|---|
| The Palms at Indio-Indio, CA | Exterior Building Signage | 12/17/24 | $350,000.00 |
| Confidential Theme Park Project-Orlando, FL | Signage & Wayfinding / Directionals | 12/25/24 | $5,302,215.00 |
| Confidential Theme Park Project-Orlando, FL | Canopies | 11/29/24 | $1,644,330.00 |
| Confidential Theme Park Project-Orlando, FL | Exterior Signage & Wayfinding Package | 12/31/24 | $1,389,531.00 |
| Confidential Theme Park Project-Orlando, FL | Signage & Wayfinding / Directionals | 11/29/24 | $1,500,844.00 |
| Confidential Theme Park Project-Orlando, FL | Signage & Wayfinding / Directionals | 01/31/25 | $613,475.00 |
| UW Milwaukee Panthers Arena-Milwaukee, WI | Exterior Building Signage | 11/15/24 | $271,058.00 |
| VAI Hotel - LED Repair-Glendale, AZ | Digital Display | 11/08/24 | $568,211.00 |
| Westpark Corporate Center - Tysons, VA-Tyson's, VA | Exterior Building Signage | 12/31/24 | $407,853.00 |

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# ATTACHMENT 1

## C. LIST OF COMPLETED PROJECTS – LAST TEN YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work. Bidders must include at least two (2) projects each involving an internally illuminated sign of 1,000 square feet or more comparable in type and complexity to the Project completed in the last ten (10) years to be considered responsive. Bidders may satisfy the foregoing requirement through a subcontractor listed in the List of Subcontractors form (Section 00 41 43-1.3 of the Contract Documents).

| Project | Description of Bidder/Subcontractor's Work[1] | Completion Date | Cost of Bidder/Subcontractor's Work[1] | Owner Reference Name and Contact Information (Phone Number and Email) |
|---|---|---|---|---|
| Empower Field-<br><br>Denver, Co | Exterior Signage Rebranding- (9) nine signs and over 13,000 sq. ft. of ACM work. The project included an 87'w x 45'h primary identification sign on the south end of the stadium | 10/2023 | $2.9 million | Zach Myhra- Director of Facilities<br><br>720.258.3151<br><br>Zach.myhra@broncos.nfl.net |
| BMO Center Field-<br><br>Los Angeles, CA | Exterior Naming Rights-<br><br>30' rooftop "roundel" Sign and internally illuminated exterior channel letters and logo | 3/2023 | $2,350,000 | Corey Mintz<br><br>Sr. Experiential Designer, Associate Principal<br><br>314.276.4553 |
| Climate Pledge-<br><br>Seattle, WA | Rooftop Signage-<br><br>(4) four faux neon letters that face all 4 directions on top of the new home of the Seattle Kraken | December 2020 | $500,000 | Brian Byrne<br><br>213.271.3904<br><br>Brian.byrne@caaicon.com |
| Chase Center-<br><br>San Francisco, CA | Interior & Exterior Signage Packages- over 3,000 wayfinding and directional signs throughout the entire facility.<br><br>Also signage on the glass curtain wall and 47' high "Chase Center" rooftop sign | 2019 | $4.3 million | Jim Mclamb<br><br>Clark Construction<br><br>949.751.8509 |

[1] If Bidder is utilizing a listed subcontractor to satisfy the minimum project experience requirements specified in this form, please provide the subcontractor's name, a description of the subcontractor's work, and the cost of the subcontractor's work.

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| | | | | |
|---|---|---|---|---|
| Fiserv Forum- Milwaukee, WI | Interior & Exterior Signage Package<br><br>1200 interior and exterior signs, graphics, and specialty elements. Most notable sign is the 3,682 sqft face lit "Fiserv Forum" rooftop sign | September 2019 | $3.5 million | Mike Abrams- Director<br><br>303.210.7860<br><br>mabrams@iconvenue.com |
| Little Caesars Arena-<br><br>Detroit, MI | Interior and exterior branding with signage and specialty design elements. Over 1,000 custom signs, integrated lighting, outdoor digital video displays, and a signature marquee blade sign with 20ft x 20ft vintage ghost neon head. | December 2016- August 2017 | $5.8 million | Sean Hollister- Project Exec.<br><br>248.996.0013<br><br>Sean.hollister@bartonmalow.com |
| Daytona International Speedway-<br><br>Daytona, FL | Interior & Exterior Signage- manufactured and installed more than 3,500 signs including the iconic 14 ft tall Daytona International Speedway programmable RGB channel letters that extend longer than a football field, massive LED displays, thousands of square feet of graphics, wayfinding, custom specialty exhibits and illuminated elements for all the tracks sponsors. | February 2014 – January 2016 | $14 million | Jason McFadden- Project Director<br><br>404.978.5078<br><br>j.mcfadden@superiorrigging.com |
| Allianz Field-<br><br>St. Paul, MN | Exterior & Interior Signage packages-<br><br>The package included stadium naming, sponsor branding, concessions, wayfinding, ADA signage, pylon signs, and 12ft tall custom fabricated letters | September 2017 – September 2018 | $1.5 million | Jemma Radnick- Senior Associate<br><br>913.305.6976<br><br>Jemma.radnick@popoulous.com |

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## D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

***Subcontractors/Vendors:***

The Bidder shall ensure its subcontractors and vendors (i.e., manufacturers and suppliers) meet all minimum subcontractor and vendor requirements set forth in the Contract Documents.

1. Bidder is informed there are minimum subcontractor and vendor requirements set forth in the Contract Documents including, without limitation, certain specified years of experience as further set forth in Sections 05 12 00-1.5A; 10 14 00-1.4B; 26 05 26-1.4A, B; 26 05 33-1.4D, E; 26 05 48-1.2C; and 26 09 43-1.4D. Do all subcontractors and vendors that Bidder intends to use in the performance of the Work meet the applicable minimum subcontractor and vendor requirements set forth in the Contract Documents?

X_____ YES

_____ NO

NOTE: A no response may result in the Bidder being deemed non-responsible for failure to demonstrate the quality, fitness, capacity, and experience to satisfactorily perform the project.

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

**Dan Caruso**- Senior Project Manager- 50%

**Matt Humphrey**- Assistant Project Manager- 25%

**Neil Oelklaus**- Lead Manufacturer Engineer- 25%

2. Summarize each person's specialized education:

**Dan Caruso**- LEED, Architectural Design Management, Green Building Sustainable Design, and AutoCAD

**Matt Humphrey**- Project Management, Operations Managemenet / Scheduling, and Adobe Illustrator.

**Neil Oelklaus**- Manufacturing Engineered, Project Management, Estimating

3. List each person's years of construction experience relevant to the project:

**Dan Caruso**- Industry Experience since 2003

**Matt Humphrey**- Industry Experience since 2006

**Neil Oelklaus**- Industry Experience since 2001

4. Summarize such experience:

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**Dan Caruso**- Dan leads our Jones Sports Project Management Team with a project experience that includes Empower Field at Mile High, Acrisure Stadium, Intuit Dome, Allianz Field, Cleveland Browns Stadium and Frost Arena among many others.

**Matt Humphrey**- Matt came to Jones Sports with a background in operations Management. He has been in the metal fabrication industry since 2006 and is now responsible for assisting in the coordination of trades accounts.

**Neil Oelklaus**- Neil is our lead manufacturing engineer and estimator. He has estimated similar projects for example TQL Stadium, Lower.com field, Wells Fargo Center, Gateway at Wynnewood, Metropolitan, BMO Stadium, Chase Center, Empower Field at Mile High, Climate Pledge Arena and many others.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Stadium Manager.

***Changes Occurring Since Prequalification***

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred. If no prequalification was conducted for this Project, Bidder may leave this blank or insert “N/A”.

N/A

***Additional Bidder’s Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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Jones Sign is uniquely qualified to execute this project having delivered on 17 Naming rights projects across the nation. The Jones Sign Team for Levi's Stadium will be comprised of engineers, project managers, installation manager, superintendent and tradespeople who have each completed multiple sports venue naming rights projects.

## E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Jones Sign Co., Inc.

Signature 

Name Todd Patrickus

Title Chief Executive Officer

Contractor's License No.: CA License- 959771

Date 10/30/2024

Docusign Envelope ID: 9D73465A-F700-4E31-AE64-4EE32CB32061

## 1.5 NON-COLLUSION DECLARATION

The undersigned declares:

I am the Chief Executive Officer of Jones Sign Co., Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/30/2024 [date], at De Pere [city], Wisconsin [state].

Name of Bidder Jones Sign Co., Inc.

Signature Todd A. Patrickus

Name Todd Patrickus

Title Chief Executive Officer

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## 1.6 IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The Stadium Manager has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Stadium Manager will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: _____

Printed Name: Todd Patrickus

Title: Chief Executive Officer

Firm Name: Jones Sign Co., Inc.

Date: 10/30/2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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## 1.7 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[2]

Name of Bidder: Jones Sign Co., Inc.

DIR Registration Number: PW-LR-1000367824

DIR Registration Expiration: 6/30/2025

Small Project Exemption: _____ Yes or __X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Jones Sign Co., Inc.

Signature Todd A. Patrickus

Name and Title Todd Patrickus | Chief Executive Officer

Dated 10/30/2024

[2] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

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## 1.8 CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.

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.

Name of Bidder Jones Sign Co., Inc.

Signature 

Name Todd Patrickus

Title Chief Executive Officer

Dated 10/30/2024

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## 1.9 REQUEST FOR APPROVED EQUALS FORM.

### REQUEST FOR APPROVED EQUALS FORM

| | |
|---|---|
| **Bidder** | N/A |
| **Bid Number and Title** | |
| **Bid Item Identification Information** | |
| **Specified Item #** | |
| **Description** | |
| **Specification Section #** | |
| **Proposed Alternate Information** | |
| **Manufacturer** | |
| **Make/Model** | |
| **Description** | |
| | |
| **Additional Information:** | |
| | |
| | |
| **Signature** | |
| **Title** | |
| **Name** | |
| **Date** | |
| **Telephone** | |
| **Email** | |

**REQUIRED ATTACHMENTS:**

1. Attach manufacturer's data sheets, catalogues, product literature, etc. in sufficient detail to allow verification that the requested product meets or exceeds all specifications as listed in the Contract Documents. List each product specification and provide a cross-reference showing where each specification can be verified with the information provided.

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# FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

## BID ADDENDUM NO. 2

## Levi's Naming Rights Signage Refurbishment/Replacement Project

## RFB-FY24-0069

## ISSUE DATE: October 23, 2024

NOTE: PLEASE INCLUDE SIGNED BID ADDENDUM WITH YOUR BID

BID OPENING: October 31, 2024
2:00 p.m. (PT)

I acknowledge receipt of this Bid Addendum No. 2 ("Addendum"). I further acknowledge that the Bid submitted for the above titled project ("Project") incorporates the information contained in this Addendum.

Bidder Name: Jones Sign Co., Inc.

Signature: Todd A. Jones

Title: Chief Executive Officer

Date: 10/30/2024

In the event of any conflict between the provisions of the Contract Documents and this Addendum, this Addendum shall govern. Where any provision of the Contract Documents is modified by this Addendum, the unaltered provisions shall remain in effect. The paragraph/section/article numbers used and referred to herein correspond to and supplement the provisions of the Contract Documents, unless otherwise indicated. Defined terms in the Contract Documents shall have the same meaning in this Addendum, and vice versa.

The following information is provided in accordance with "Instructions to Bidders," Section 3, "Interpretation of Contract Documents":

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**Item #1:**

**Question 1:** We would like to express our concerns regarding the recently introduced bidding requirement, which mandates that bidders must have completed projects valued at $2 million or more within the last 10 years.

“Please include only those projects which, are similar enough to demonstrate Bidder’s ability to perform the required Work. Bidders must include a minimum of two (2) projects of $2,000,000 or more in value completed in the last ten (10) years to be considered responsive – at least one (1) project of $2,000,000 or more in value must be provided involving the provision and installation of signage at a sports venue comparable in size, type, and complexity to the Project”

While this may seem like a reasonable criterion for ensuring the capability of bidders, it also seems to be a very specific requirement and it inadvertently excludes many qualified, licensed mid-sized sign companies with proven track records in public projects. These companies have successfully executed projects valued around $1.5 million, but will now be disqualified from submitting proposals, even if they submit a competitive bid for, say, $3 million. Further narrowing down the previous experience to a sports facility, means that any other similar sign installed at another facility will be irrelevant.

This new requirement could have the unintended consequence of discouraging competition, which is essential to securing the best value for public funds. As a result, the bidding process may favor companies with higher bid amounts, potentially leading to unnecessary increases in project costs. For example, a company with a $6 million bid may be awarded the project solely based on this specific requirement, while a company submitting a $3 million bid—without meeting the requirement of referencing two $2,000,000 or more in value projects—could be unjustly excluded.

We believe this could also create an uneven playing field and raise concerns about the proper use of public funds. It is important to ensure that the bidding process remains competitive, transparent, and open to qualified companies of all sizes.

We strongly suggest revising the requirements to allow sign companies that have the necessary facilities, equipment, and personnel, but may not meet the $2 million project threshold, to submit their proposals. This would ensure a fair and open bidding process. You could then review the proposals, check references, and make an informed decision on awarding the bid based on all relevant factors, rather than automatically disqualifying companies.

By doing so, the competitive process would be enhanced, and potential abuses in public procurement could be avoided. If there is an intent to work exclusively with companies

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meeting the requirement of two $2,000,000 projects in sports facilities, this should be done through a direct procurement method rather than imposing restrictive criteria that limit competition.

We would like to raise an additional concern regarding the eligibility of Class A (General Engineering) and Class B (General Building) contractors for this project, particularly as it relates to the signage scope of work. According to the Contractor's State License Board, these classifications are not licensed or specialized for signage work. Therefore, allowing Class A and B contractors to bid on a signage project without the necessary qualifications could lead to unqualified contractors being considered responsible and responsive bidders, which may compromise the integrity of the project.

For this reason, we respectfully request that it be made mandatory for Class A and Class B contractors to involve a C-45 licensed contractor (who is specifically qualified for signage work) in order to bid on this project. This would ensure that all bidders have the required expertise to execute the signage portion of the project successfully. Specialty licenses provided by State Contractor's Board become useless if A and B can conduct specialty work without holding these licenses.

Furthermore, if Class A and Class B contractors are presenting projects to meet the $2 million experience requirement, we request that they demonstrate that these projects are specifically related to signage work and that they directly implemented the signage scope without subcontracting to a specialized signage contractor. Simply showing experience in general construction projects or presenting signage projects where the signage work was subcontracted does not demonstrate their qualifications to complete the signage scope in this project.

We believe it is essential to clearly state these additional qualifications in the bidding requirements so that Class A and B contractors understand that:

1. For this project, they must involve a C-45 licensed contractor for any signage work.
2. If presenting project experience, the projects must be directly related to signage scope and must have been completed by the bidding contractor themselves, without the use of signage subcontractors.

These steps will ensure that only qualified and responsible bidders are considered for the project, and that the work is performed by those with the proper expertise, in compliance with fair and transparent bidding practices.

In summary, we are expressing our concerns about the fairness of the bid requirements. The specifications for project experience—particularly the stipulation that bidders must provide at least two projects of $2,000,000 or more in value, with one involving signage installation at a sports venue of comparable size and complexity—appears overly restrictive,

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potentially limiting the pool of eligible bidders. These requirements could be seen as tailored to favor a specific company with niche experience, which discourages fair competition and transparency in the bidding process.

In such cases, we would like to argue that the bidding criteria should remain broad enough to ensure a level playing field for all qualified companies, without excluding capable bidders who may have relevant experience but don't meet every specific criterion. If a particular company is already preferred, we suggest working directly with that company rather than structuring the bid in a way that limits competition.

We request that these new additional qualification requirements are annulled based on the above statements to ensure the requirements promote fairness and open competition.

> **Stadium Manager Response to Question 1:** Please see the revised List of Completed Projects form attached hereto as Attachment 1 and incorporated by reference under Item #2, below.

**Item #2:**

The Stadium Manager hereby deletes the existing List of Completed Projects form (Section 00 41 43-1.4.C of the Contract Documents) and replaces it with the revised List of Completed Projects form attached hereto as Attachment 1.

**Item #3:**

The Stadium Manager hereby extends the following deadlines listed in the Contract Documents to the dates and times listed in the table below:

| Event | Date/Information |
|---|---|
| **Bid Due Date and Time** | October 31, 2024 @ 1:00 p.m. (PT) |
| **Bid Opening Date and Time** | October 31, 2024 @ 2:00 p.m. (PT) via Zoom |
| **End of Protest Period** | November 7, 2024 |

The revised deadlines set forth in the table above shall supersede any conflicting deadlines set forth in the Contract Documents.

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## RICH ONGIRSKI

SR. Vice President- Sports Division

rongirski@jonessign.com

610-389-222

## DIKRAN VARTAN

Vice President- West

dvartan@jonessign.com

818-967-4814