LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
STADIUM MANAGER
AND
ABM INDUSTRY GROUPS, LLC

This Agreement for the Performance of Services ("Agreement") is made and entered into on April 1, 2025 ("Effective Date") by and between ABM INDUSTRY GROUPS, LLC, a California corporation with its principal place of business at 1005 S. Olive Street, Suite 1900, Los Angeles, CA 90015 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of janitorial services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by

Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

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

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2028 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

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

8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of

persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material

breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

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

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. <u>Personnel</u>.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement

and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and

subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

15. NO THIRD-PARTY BENEFICIARY.

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

16. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. OWNERSHIP OF MATERIAL.

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

for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

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

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

22. FAIR EMPLOYMENT.

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

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as required in **Exhibit C**.

25. AMENDMENTS.

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

26. INTEGRATED DOCUMENT.

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

27. SEVERABILITY CLAUSE.

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

28. WAIVER

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

29. NOTICES.

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

Attention:	Francine Hughes, Executive Vice President and General Manager
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	Art Rodriguez, Vice President – Sports and Entertainment
Address:	ABM Industry Groups, LLC 1150 South Olive Street, Suite# 1900 Los Angeles, CA 90015

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated

confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

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

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

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

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours) provided the Parties may mutually agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code

Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

35. LABOR COMPLIANCE REQUIREMENTS.

A. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Services are being performed as part of 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. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at 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 claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

B. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

C. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

D. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. 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.

E. 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. 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. 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.

F. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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.

G. 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.

i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor 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 Services performed under this Agreement or ten (10) days of Agreement execution.

ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor 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 Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.

iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor 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.

iv. 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 Services, 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.

v. 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 Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the 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 Authority, prior to full release of payment.

vii. 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.

[***Signatures continued on next page***]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By:_____

Name: Francine Hughes

Title: Executive Vice President and General Manager

CONTRACTOR:

[INSERT CONTRACTOR NAME]

By:_____

Name: [insert name]

Title: [insert title]

EXHIBIT A

SCOPE OF SERVICES

1. OVERVIEW

Contractor shall provide the following services at the Stadium, as directed by Stadium Manager. These services encompass various critical components:

a. Year-Round Maintenance: Continuously provide janitorial services throughout the stadium.
b. Event Cleaning: Comprehensive cleaning services for Levi's® Stadium, including football games, soccer matches, concerts, and special events. This involves pre-event, event, and post-event cleaning, ensuring the stadium is meticulously maintained.
c. Special Event Support: Cleaning assistance for special (catered) events organized by the Special Events team, such as proms, parties, and receptions. This includes pre-events, events, and post-event cleaning services.
d. Ancillary Services: Additional cleaning tasks as required, which is further outlined below. (Quote additional services as requested before the commencement of work)
e. Quarterly, biannual and annual cleaning services are also part of this category.

Janitorial duties entail various responsibilities, including pressure washing designated areas within the Stadium, trash collection, recycling, and floor care maintenance. These services must adhere to stringent guidelines, ensuring:

- Effective and efficient staffing
- Implementation of professional and standardized processes
- Reliable and responsive services
- Focus on health, safety, and environmental sustainability
- Delivery of a positive customer experience
- Transparent pricing and billing practices
- Embracing innovation for continual improvement

Furthermore, all contractor employees and subcontractors are expected to maintain a neat and professional appearance by wearing the uniforms provided. The contractor must execute services with the standard of care, skill, and diligence expected in the industry, taking full responsibility for the accuracy and quality of their work and materials supplied.

2. EVENTS AT LEVI'S® STADIUM

Levi's® Stadium typically hosts approximately twenty major events per year.

a. Ten National Football League, San Francisco 49ers, home football games or more
b. Two to six major concert acts
c. Two to four national and international sporting events

Levi's® Stadium also hosts more than 500 small to medium-sized special events annually. Examples are:

- Field Events
- Trade Shows
- Expositions
- Galas
- Food and Beverage Fairs
- High School Proms
- Corporate Events

3. MINIMUM QUALIFICATIONS

Through the contract term, Contractor must demonstrate experience as a prime contractor providing full-service janitorial services at a sports facility or other large commercial facility that has achieved or is in the process of achieving the LEED Existing Building (EB) certification. Familiarity with the requirements for achieving and maintaining LEED certification is required.

4. GENERAL REQUIREMENTS

a. All contractors' employees shall be fully trained and qualified to perform services as specified in the RFP.

b. Stadium Manager assumes no responsibility for loss or damage to equipment owned or operated by the contractor, its agents, or employees.

c. The contractor shall assign an account service/support representative responsible for managing services, including escalation as applicable.

d. The contractor's account representative and Stadium Manager shall meet, as scheduled and as needed, to review work and ensure compliance with contract requirements and obligations.

e. The contractor shall be responsible for obtaining all necessary permits and licenses, etc. required for performance, providing all the necessary notices, paying all fees required by law, and complying with all laws, ordinances, rules, and regulations relating to the work and preservation of the public health and safety.

5. DETAIL CLEANING BY TYPE

Exhibit A-1, Detail Cleaning by Type, provides general guidance regarding the scope of Services under each category/type of cleaning performed by Contractor on a routine or as-needed basis. **Exhibit A-3**, Cleaning Services Detail, provides additional details on the daily, event, and ancillary type Services required by Stadium Manager.

6. LICENSES AND PERMITS

Contractor shall obtain and maintain all necessary licenses and/or permits to operate a cleaning service within the City of Santa Clara, Santa Clara County, and the State of California. Contractor must also comply with all applicable state and federal employment laws. Copies of all valid licenses and permits must be made available to Stadium Manager.

7. SAFETY AND TRAINING

Contractor shall accomplish all work in accordance with the requirements and in conformance with all applicable Occupational Health and Safety Administration (OSHA) standards, rules and regulations, and orders established by the federal, State of California, County of Santa Clara, and the City of Santa Clara.

Contractor shall provide ongoing comprehensive documented training for its employees. All Contractors' employees shall be trained in methods and materials for general cleaning. Training programs shall include, but not be limited to, workplace safety, material safety data sheets, Cal-OSHA regulations, bio-hazard cleanup, and all other applicable safety regulations.

8. ACCOUNT MANAGEMENT AND INVOICING REQUIREMENTS

Contractor shall be required to provide customized account management and adhere to invoicing requirements as required by the Stadium Manager under the agreement to facilitate various types of payments based on the type of cleaning services provided. Stadium Manager has multiple entities

and utilizes both private and public funds. The ability to accurately track the time for each Event and each location is critical.

Stadium Manager is using Coupa, a business spends management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Contractor shall work with Stadium Manager to establish all account information necessary to process payments under this Agreement via the Coupa Supplier Portal.

9. MANAGEMENT PLAN

Contractor must deliver Services that exemplify high quality and professionalism, surpassing industry standards. Detailed Services requirements are outlined in **Exhibit A-1** – Detail Cleaning by Type and **Exhibit A-3** Cleaning Services Detail. Contractor must clearly articulate their strategy for meeting the quality assurance and performance standards set forth in this Agreement.

a. Description

Contractor shall execute the management strategy in collaboration with Stadium Manager detailing key personnel and their respective responsibilities within the on-site team and supporting contract personnel. Contractor is required to provide a list of expected full-time positions.

b. Policies and Procedures

Contractor must maintain company's personnel policies and procedures, encompassing employee conduct guidelines and fan assistance protocols. Time and attendance procedures must be documented and maintained.

c. Reporting Processes

Outline labor reporting and billing procedures for daily work, event-based, annual, bi-annual, and quarterly services. Outline labor reporting and billing procedures for ancillary services not covered by fixed prices.

11. OPERATIONS PLAN

a. Staffing Plan

Contractor shall furnish a comprehensive staffing plan, inclusive of organizational charts, detailing the following as a baseline. Stadium Manager will work with Contractor to review and approve prior to each event during the planning and forecasting period:

Daily Coverage (Core Staff and Service): Present the number of positions, their assignments, and supervision structure for year-round cleaning operations encompassing offices, common areas, and exterior spaces from gates to the building for Levi' Stadium core staff.

Pre-Event Staffing: Proposed number of personnel and supervisors and a comprehensive breakdown of duties for a pre-event prep service attended by 68,500 guests and for an event of 35,000 guests, lower bowl only.

Event Staffing: Proposed number of staff and supervisors along with their respective assignments for an event expecting an attendance of 68,500, utilizing all building areas, including seating sections, suites, clubs, and premium areas. Additionally, Contractor shall provide number of staff and supervisors for an event of 35,000 guests, lower bowl only.

Post-Event Staffing: Proposed number of personnel and supervisors and a comprehensive breakdown of

duties following an event attended by 68,500 guests and one for an event for 35,000 guests, lower bowl only.

Staffing and Management for Special Events (F&B Event): Proposed number of personnel and supervisors, alongside a detailed account of duties, for handling pre-event, event, and post-event cleaning of designated club spaces used for special events. (Contractor will provide a quote in advance for Stadium Manager approval on an event-by-event basis based on the specifications of each event)

Staffing and Management for Annual, Bi-Annual, and Quarterly Services: Contractor shall outline the proposed number of personnel alongside a detailed account of duties for these services.

Staffing and Management for Ancillary Services: Proposed number of personnel and supervisors alongside a detailed account of duties for Ancillary Services. Ancillary services include but are not limited to the following:

- Parking lot cleaning which may include trash pickup and removal, sweeping of each parking lot at least by specified hours prior to the start of the following day
- Window washing (Quote additional services as requested prior to commencement of work)
- Concert flooring set-up and strike as needed (Quote additional services as requested prior to commencement of work)
- Concert chair set-up and strike as needed (Quote additional services as requested prior to commencement of work)
- Confetti clean-up as needed (Quote additional services as requested prior to commencement of work)
- Clean and wash Public Safety vehicles (Quote additional services as requested prior to commencement of work)
- Additional detailed work as defined by the Stadium Manager (Quote additional services as requested before commencement of work)

2. <u>Cleaning Methodology</u>

a. Develop and maintain, as approved by Stadium Manager, a detailed description of your proposed methodology and timeline for clean-up after each event.
b. Ongoing carpet care and hard surface floor maintenance, including products, equipment, and processes.

Note: Levi's® Stadium is LEED Gold certified. Contractor must comply with janitorial, cleaning, and purchasing requirements to maintain that certification. Contractor shall adhere to the sustainability practices, including approach to recycling and how LEED certification would affect the operation.

3. <u>Equipment</u>

Contractor shall supply all equipment necessary for executing janitorial services, responsible for maintaining and replacing this equipment and providing any additional equipment needed to fulfill the contract's requirements. **Exhibit B-1** sets forth a list of equipment furnished by Contractor for providing Services under this Agreement.

All equipment listed in **Exhibit B-1** must be new at the outset prior to its initial use for providing Services under this Agreement. The Stadium Manager retains the authority to approve all equipment. Contractors must itemize each piece of equipment, specify quantities, and include the purchase price per item.

Contractor must ensure that all gas and electric-powered equipment, including machines and portable tools, complies with current Federal, State, Local, and OSHA regulations. Additionally, all equipment must be maintained in optimal operating condition at all times and be available for inspection by the Stadium Manager as part of their due diligence process.

Stadium Manager retains the authority to condemn the Contractor's equipment if it is deemed unsafe for use or poses a health and safety risk.

In the event of damage that could compromise the safe operation of the contractor's equipment, said machine(s) must not be used on the premises until properly repaired. Warning signs indicating the damaged status of the machine(s) must be affixed, and the equipment should be removed from the premises until repaired or replaced.

Floor machines and vacuums must be equipped with rubber bumper guards. Whenever feasible, all equipment should be electric-powered.

4. Uniforms

Contractor shall provide uniforms and maintain standards regarding the appearance of managers, supervisors, and workers, as required by Stadium Manager.

5. Quality Control Plan

To ensure effective operations and ongoing enhancements, Contractor must submit and maintain a written Quality Control Plan, subject to further refinement in collaboration with the Stadium Manager. This plan will serve as the foundation for assessing service quality and identifying areas for improvement. It will also obligate the Contractor to achieve the service level defined by the Stadium Manager.

At a minimum, the Plan should encompass the following elements:

a. Scheduling of work, including inspection processes and the use of inspection forms
b. Staffing for quality control purposes
c. Internal communication channels and mechanisms for accountability
d. Communication and coordination protocols with arena operations staff

A detailed description of Contractor's Safety Program, including policies and procedures, ensuring comprehensive coverage of safety assurance measures must also be maintained and provided to Stadium Manager.

6. Training

Contractor shall provide a detailed description of the Training Program, including Customer Service, Safety, Job Specific, and Supervisor Training for review and approval by Stadium Manager.

7. Smart Technology

Contractor will be responsible for deploying approved smart technology throughout the Stadium, wherever feasible. This technology will give the Stadium Manager essential feedback on various aspects, including overall cleanliness, customer satisfaction, encountered issues, time of day, traffic counts, and the most utilized areas. The technology will also incorporate Employee Wayfinding or a similar system to track staffing areas, excluding cleaning staff from people counting software. The data collected by this installed technology will equip the Stadium Manager with the necessary feedback to address repairs promptly, make timely decisions, and surpass customer expectations.

Additionally, Contractor shall propose options that are not listed but would prove advantageous in a stadium environment. Contractor shall describe the system's reporting capabilities, including available "out of the box" reports and actual reports generated. Contractor will be responsible for the maintenance and support of the smart technology and associated equipment throughout the Term, including any option years.

All sensor technology if acquired under this Agreement shall remain the property of the Stadium Manager upon the expiration of the Term. Furthermore, any information generated by the sensor technology is strictly prohibited from being sold, transferred, or shared with any party outside the Stadium Manager.

The Stadium Manager reserves the right to request alternative solutions and will collaborate with the Contractor to determine pricing accordingly.

8. Supplemental Materials

Contractor shall submit narrative and supplemental materials detailing the recruitment, hiring, performance evaluation systems, and any other monitoring or practices to ensure competent, motivated, and well-trained management and employees.

EXHIBIT A-1
DETAIL CLEANING BY TYPE

The information covers various aspects of cleaning operations, including pre-event, event, and post-event cleaning, routine daily cleaning, ancillary services, and special events. This provides a clear understanding of the scope of Services expected from the Contractor on a routine or as-needed basis.

1. **DAILY CLEANING DUTIES**
   Additional Clarifications:
   - Ensure all high-touch surfaces are sanitized with EPA-approved disinfectants.
   - Regularly monitor cleaning inventory levels and replenish supplies proactively.

   a. Shared Stadium Operations Areas S.C.S.A. Office, Concessionaire offices, Concessionaire locker room, bank vault (upon request with supervision), West Field Club, East Field Club, Restrooms, Turf Management (Office), Security, Safety Command, Multi-Purpose Room, Visiting Team Locker room, Auxiliary Locker room A & B, officials Locker room, Ball Person Locker room, Paper Goods Storage, Guest Services Room, Field Photographers, Green Room, High Bay Storage (upon request), Santa Clara Police Department briefing and Holding cell, Trash and Recycling Room, Engineering (Office), Ticket Box Office, Tower Atrium, 300-level West club, 400-level West club, Press Box, Press dining, and Rooftop deck.
      i. Vacuum carpet, shampoo, and extract if necessary.
      ii. Dust and polish all furniture and fixtures as needed
         1. Contractor will not move business or personal items from employee desks or cubicles.
      iii. Empty all trash, recycling, and compost receptacles and bring them to the trash room for disposal in the proper compactor.
      iv. Clean all restrooms and shower areas as necessary.
      v. Clean all kitchenettes & break areas as necessary
         1. Appliances not included in daily cleaning but can be cleaned upon request
         2. Refrigerator cleaning requests require advance scheduling & removal of all food & beverages before cleaning
      vi. When necessary, sweep and mop all resilient/hard floors, including V.C.T., concrete, and tile.
      vii. Wipe down all walls when necessary.
      viii. Clean/Disinfect all doors and door handles daily.
      ix. Clean air registers are available in office spaces, locker rooms, and break rooms when necessary.
      x. Clean surrounding ceiling tiles around air registers as necessary.
      xi. Spider web cleaning throughout the offices, locker rooms, and shops up to arm's reach in height as necessary.

   b. **Service Level Corridor, Concourses, Lobbies, Entryways, Elevators, Escalators**
      i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
      ii. Sort all event trash into proper waste streams: landfill, recycle, and compost.
      iii. Clean and polish drinking fountains as necessary.
      iv. Vacuum carpet and mats, shampoo, and extract if necessary.
      v. As necessary, sweep and mop all resilient/hard floors, including concrete and tile.

vi. Machine scrub as needed or as directed by 49ers Stadium Management Company.
vii. Damp wipe all flat surfaces and rails as necessary.
viii. Wipe down all walls and clean doors and door handles.
ix. Clean glass windows and doors as necessary.
x. Remove Stickers when needed.
xi. Remove and clean spider webs as necessary.
xii. Clean all stainless steel per the manufacturer's specification as necessary.

c. <u>Restrooms, Showers, Auxiliary A &B, Visitors' Locker Room</u>

i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
ii. Damp wipe/disinfect waste containers as necessary.
iii. Restock dispensers as necessary.
iv. Change batteries in dispensers when needed.
v. Damp wipe/disinfect dispensers and sinks.
vi. Clean and disinfect urinals, toilets, and toilet seats.
vii. Clean all mirrors as necessary.
viii. Clean sinks as necessary.
ix. Clean fixtures and furnishings as necessary.
x. Clean all shower stalls and fixtures and ensure they are disinfected as necessary.
xi. Clean the hydrotherapy room and ensure it is disinfected.
xii. Clean medical and rehabilitation rooms and disinfect them.
xiii. Wipe down all walls and partitions.
xiv. Empty and clean sanitary napkin boxes and re-line them with new wax bags.
xv. Clean all stainless.
xvi. Sweep and mop floors with disinfectant.
xvii. Wipe down and dust all vents as necessary.
xviii. Dusting of all fixed and movable furniture cleaned, and spots removed if necessary.
xix. Lockers shall be cleaned on the exterior and interior, as needed or requested.
xx. All carpets shall be vacuumed, extracted if needed, and spot-cleaned by the manufacturer's specifications.
xxi. The ball-person locker room was cleaned, and surfaces were wiped and disinfected.
xxii. Women's Locker Room cleaned, surfaces wiped and disinfected.
xxiii. Equipment Locker Room cleaned, surfaces wiped and disinfected.

d. <u>Loading Dock, Ramps, Trash Rooms</u>

i. Machine scrub where applicable
ii. Clean and remove debris in drains to ensure they work correctly.
iii. Wipe down all walls, rails, and flat surfaces bi-weekly.
iv. Clean glass windows of the Safety and Security Command Center
v. Ensure areas are free of debris, empty containers, and bins.
vi. Adhere to Sustainability/Recycling Procedures with agreed-upon trash diversion.

e. <u>Atrium walkway, Sidewalks, Bridges A, B, C, and Gold Lot 4 & 5 (Parking Lot)</u>

i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
ii. Pick up debris and sweep as necessary.
iii. Pick up trash and cigarette butts from the landscape up to the creek bed.

iv. Wipe down benches and architectural features as necessary.
v. Remove stickers, ensuring that all adhesive residue is gone.
vi. Remove gum from concrete and hardscape if necessary.
vii. Remove graffiti from bridges, buildings, or wherever else necessary.
viii. Power wash and machine scrub as necessary

f. <u>Utility Rooms – Mechanical, Electrical, Data/Communications, Storage, Janitorial, Trade Shops</u> (Contractor will maintain all Janitorial Storage Rooms, Trash Rooms, & Janitorial Closets daily; Mechanical, Electrical, Data/Communications, Storage, & Trade Shops would be considered an additional service to be quoted separately as requested)

i. Sweep floors and machine scrub as necessary (treat and remove stains)
ii. Remove debris and empty waste containers.
iii. Wipe surfaces as necessary.
iv. Clean Doors and Door handles

2. <u>DAILY CLEANING DUTIES – TENANT EXCLUSIVE AREAS</u>

Additional Clarifications:
- Ensure all high-touch surfaces are sanitized with EPA-approved disinfectants.
- Regularly monitor cleaning inventory levels and replenish supplies proactively.

a. Stadium Operations, Museum Hall of Fame, Cheer Leading Locker Room, Working Local Media, Tailgate Restaurant, Auditorium, Football Home Locker Room, Football Equipment Room, Football Washing Room, Coaches Locker Room, Family Room, Football Communications office, Stadium Audio/Video 100 service level, Game Day presentation control room, Game Day 800 level office, T.V.T.V. & Radio studio space, Owner's Club 500 level, North/South Club 500 level, Suite Tower's 500,600,700 and 800 level 6 suites (08.51.02 49ers Admin, 815,816,817,818,819).

i. Vacuum carpet, shampoo, and extract if necessary.
ii. Dust and polish all furniture and fixtures.
iii. Empty all trash, recycling, and compost receptacles and bring them to the trash room for disposal in the proper compactor.
iv. Clean all restrooms and shower areas as necessary.
v. When necessary, sweep and mop all resilient/hard floors, including V.C.T., concrete, and tile.
vi. Wipe down all walls when necessary.
vii. Clean/Disinfect all doors and door handles daily.
viii. When necessary, clean air registers in office spaces, locker rooms, and break rooms.
ix. Clean surrounding ceiling tiles around air registers as necessary.
x. Spider web cleaning throughout the offices, locker rooms, and shops up to arm's reach in height as necessary.
xi. Service Level Corridor, Concourses, Lobbies, Entryways, Elevators, Escalators
xii. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
xiii. Sort all event trash into proper waste streams: landfill, recycle, and compost.
xiv. Clean and polish drinking fountains as necessary.
xv. Vacuum carpet and mats, shampoo, and extract if necessary.
xvi. Sweep and mop the black rubber floor between the Football locker Room and the Family Room.
xvii. Machine scrub as needed or as directed by 49ers Stadium Management Company.
xviii. Damp wipe all flat surfaces and rails as necessary.

xix. Remove Stickers when needed.
xx. Clean all stainless steel per the manufacturer's specification as necessary.
xxi. Restrooms, Showers, Football, and Coach's Locker Room.
xxii. Clean wet room therapy and ensure no visible signs of mold.
xxiii. Clean the hot, dry therapy room and ensure it is disinfected.
xxiv. Damp wipe/disinfect waste containers as necessary.
xxv. Restock dispensers as necessary.
xxvi. Change batteries in dispensers when needed.
xxvii. Damp wipe/disinfect dispensers and sinks.
xxviii. Clean and disinfect urinals, toilets, and toilet seats.
xxix. Clean all mirrors as necessary.
xxx. Clean sinks as necessary.
xxxi. Clean fixtures and furnishings as necessary.
xxxii. Clean all shower stalls and fixtures and ensure they are disinfected as necessary.
xxxiii. Clean medical and rehabilitation rooms and disinfect them.
xxxiv. Empty and clean sanitary napkin boxes and re-line them with new wax bags.
xxxv. Clean and wipe down the Kitchenette/Break Room and check the dishwasher to see if it needs cleaning.
xxxvi. Sweep and mop floors with disinfectant.
xxxvii. Wipe down and dust all vents as necessary.
xxxviii. Dusting of all fixed and movable furniture cleaned and spots removed if necessary.
xxxix. Lockers shall be cleaned on the exterior and interior, as needed or requested.
xl. The Women's Locker Room was cleaned, and surfaces were wiped and disinfected.
xli. The equipment locker room was cleaned, and the surfaces were wiped and disinfected.
xlii. The equipment washing room was cleaned, and the surfaces were wiped and disinfected.

3. <u>PRE-EVENT CLEANING</u>

Additional Considerations:
- Conduct final inspections to identify any areas requiring re-cleaning before gates open.
- Coordinate closely with event staff to ensure cleaning schedules align with setup times.

a. Most of the cleaning takes place in the Post Event Cleaning. However, there are areas where the janitorial Contractor will be required to clean after the event setup before the Event starts. If the post-event cleaning is complete, most pre-event cleaning requires touching up spaces that have already been cleaned.
b. The primary areas needing attention are floors, glass surfaces, and restrooms set up for staff use.
c. The seating bowl will be pressure washed as part of the post-event cleaning after every major ticketed event. Before each event, Contractor will inspect the seating bowl & provide recommendations to 49ers on whether a seat wipe or full pressure wash is needed to restore the bowl to event-ready condition, since weather, time between events, & other uncontrollable factors could dictate the service required
d. The service level tunnel must be scrubbed and cleaned before the Event.
e. Public inner and exterior concourses must be scrubbed and cleaned before stanchion placement. (Stanchion placement schedule will be provided to Contractor for each event)

f. All Plazas, public concourses, atrium walkways, sidewalks, and entryways will be swept and scrubbed on the event day to ensure a clean look before gate opening and the Event.
g. All stainless steel is to be smudge-free before premium gates open.
h. The exterior of all permanent concession stands will be cleaned before the Event. Food & Beverage is responsible for cleaning everything from the front of the counter into the concession stand.
i. The exterior of concession concrete masonry unit blocks must be clean and free of dirt, spider webs, and debris.
j. Waste removal will also be paramount as food, beverage, and merchandise are unpacked before an event. Contractor will place tilt trucks in designated areas of the concourses for Food & Beverage/Merchandise to utilize for disposal of materials from stocking their stands. Contractor will be responsible for transporting full tilt trucks to the compactor room & disposing of trash in the appropriate waste stream.
k. All trash, recycling, and compost bins will be tightened up and lined up with the brand partner name and logo on the middle receptacle facing walkways.
l. All trash and debris will be cleaned up from exterior fencing and other railings in and around the Stadium, concourses, plazas, sidewalks, loading docks, television broadcasting compound, playing field, parking lot, and Employee check-in area.
m. Bridges designated A, B & C need sweeping, trash picked up, and any stickers or graffiti removed.
n. Gate A needs all seating cleaned and wiped free of dirt, debris, or bird droppings.
o. All exterior handrails and metal thresholds on escalators must be cleaned and free of grease, debris, or other substances.
p. Pressure wash all stairwells of debris and bird droppings throughout the Stadium quarterly
q. Museums need to be mopped and vacuumed where necessary to ensure clean presentations when planned to be opened for an event.
r. Cleaning of eleven (11) police vehicles used at the Stadium before the Event.
s. Locker Rooms, if activated, need to be cleaned and event-ready.
t. Ensure all restrooms are re-stocked with paper supplies, liners, & hand soap

4. <u>EVENT CLEANING</u>

Expanded Responsibilities:
- Provide real-time response teams to address cleaning issues during live events.
- Assign dedicated personnel to premium and VIP areas for consistent cleanliness.

a. Maintain and stock all Restrooms.
b. Sweep all elevator tracks.
c. 11+ Parking Lots cleaned and maintained during large-scale events and trash removal into open-top containers. Hot coals will be disposed of into designated hot coal bins.
d. Continually monitor suites, clubs, and premium areas.
e. Remove trash, recyclables, and compost from all areas of the Stadium and site.
f. Atrium walkway and walkway/concourse operations will commence before the opening of the stadium doors to support pre-event-hosted activities at the Plaza entrances.
g. Pick up trash and cigarette butts from the landscape up to the creek bed.
h. Operate the Trash Room
    i. Adhere to Sustainability/Recycling Procedures
    ii. Trash diversion to proper compactors before tossing trash in compactors by hand.
i. Monitor public and private concourses and keep them free of debris and spills.

j. Monitor ramps and stairways used for public egress and keep them free of debris and spills.
k. Monitor loading dock and service corridor to V.I.P. Parking
l. Provide a Housekeeping Dispatcher to staff the Event Command Center (ISS 24/7)
    i. Sufficient staffing to support at-scale stadium events and staff to respond to Housekeeping Incidents throughout Levi's Stadium

5. <u>POST-EVENT CLEANING TASKS</u>

Expanded Responsibilities:
- Provide real-time response teams to address cleaning issues during live events.
- Assign dedicated personnel to premium and VIP areas for consistent cleanliness.

a. <u>Plaza and Sidewalks</u>
    i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
    ii. Sort all trash into proper waste streams in the trash room: compost, recycle, and landfill.
    iii. Pick up all debris on hardscape and landscape around the Stadium (incl cigarette butts)
    iv. Sweep Plaza, stairs, and sidewalks.
    v. Machine scrub stains throughout where necessary.
    vi. Power wash where necessary.
    vii. Remove stickers, ensuring that all adhesive residue is gone.
    viii. Remove gum from concrete and hardscape if necessary.

b. <u>Concourse Restrooms</u>
    i. Pick and sweep restroom floors.
    ii. Scrub, mop, and disinfect restroom floors.
    iii. Scrub, wipe down, and disinfect toilet bowls.
    iv. Scrub, wipe down, and disinfect sinks.
    v. Wipe down walls.
    vi. Wipe and clean mirrors.
    vii. Wipe down air vents.
    viii. Wipe down doors.
    ix. Restock restroom dispensers and verify proper function. If not functioning properly, replace batteries and report the issue to ISS 24/7

c. <u>Concourses</u>
    i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
    ii. Sweep, mop, and machine scrub floors.
    iii. Clean escalators, treads, comb plates, and stainless/glass balustrades
    iv. Clean stairways, wipe down handrails, wipe stair support steel.
    v. Clean Restrooms
        a. Pick and sweep the restroom floor.
        b. Scrub, mop, and disinfect the restroom floor.
        c. Scrub, wipe down, and disinfect toilet bowls.
        d. Scrub, wipe down, and disinfect sinks.
        e. Wipe down walls.
        f. Clean mirrors
        g. Wipe down air vents.
        h. Wipe down doors.

i. Restock restroom dispensers.
j. Clean tables and stools
k. Wipe down the front of the concessions.
l. Clean glass doors and windows.
m. Clean drink rails, handrails, and bump rails.
n. Remove stickers, ensuring that all adhesive residue is gone.
o. Remove gum.
p. Wipe down concrete and steel columns and beams within arm's reach
q. Clean entrances, lobbies, and vestibules.
r. Vacuum and machine scrub mats, shampoo, and extract as necessary.
s. Wipe handles and door hardware.

d. <u>Service Level</u>

i. Empty all trash, recycling, and compost receptacles and bring them to the Service Level Trash Room.
ii. Sort by trash liner color all trash in the trash room into proper waste streams: compost, recycle, landfill.
iii. Sweep, mop, and machine scrub floors.
iv. Clean the holding cells.
v. Clean stairways, wipe down handrails, wipe stair support steel.
vi. Clean Restrooms and Locker Rooms.
    1. Pick and sweep floors.
    2. Scrub, mop, and disinfect floors.
    3. Scrub, wipe down, and disinfect toilet bowls.
    4. Scrub, wipe down, and disinfect sinks.
    5. Scrub, wipe down and disinfect showers.
    6. Wipe down walls.
    7. Clean mirrors.
    8. Wipe down air vents.
    9. Wipe down doors.
    10. Restock restroom dispensers.
    11. Clean Break Rooms.
    12. Wipe and disinfect tabletops and flat surfaces.
    13. Wipe chairs and furniture.
    14. Clean glass surfaces.
    15. Clean appliances.
    16. Vacuum carpets and mats, shampoo, and extract if necessary.
    17. Clean glass doors and windows.
    18. Remove stickers, ensuring that all adhesive residue is gone.
    19. Remove gum.
    20. Wipe down concrete and steel columns and beams.

e. <u>Elevators</u>

i. Clean and wipe all flat surfaces.
ii. Sweep and mop floors.
iii. Clean doors and jambs
iv. Wipe, clean, and disinfect the display and button panel.
v. Use stainless cleaning products where appropriate.

f. <u>Club Areas, Corridors, Press Areas</u>

i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.

ii. All trash must be sorted into respective waste streams 48 hours after large-scale events.
iii. Clean escalators, treads, comb plates, and stainless/glass.
iv. Clean stairways in United Club, wipe down handrails, wipe stair support steel.
v. Clean Restrooms
    1. Pick and sweep the restroom floor.
    2. Scrub, mop, and disinfect the restroom floor.
    3. Scrub, wipe down, and disinfect toilet bowls.
    4. Scrub, wipe down, and disinfect sinks.
    5. Wipe down walls.
    6. Clean mirrors
    7. Wipe down air vents.
    8. Wipe down doors.
    9. Restock restroom dispensers.
vi. Wipe down walls.
vii. Clean furniture and disinfect tabletops.
viii. Wipe down the front of concessions and bars.
ix. Clean glass doors, windows, and partitions.
x. Wipe down lighting within arm's reach, picture frames, and architectural features.
xi. Clean drink rails, handrails, and bump rails.
xii. Remove stickers, ensuring that all adhesive residue is gone.
xiii. Remove gum from the floor.
xiv. Wipe down concrete and steel columns and beams.
xv. Vacuum and machine scrub mats, shampoo, and extract as necessary.
xvi. Sweep, mop, and machine scrub all resilient/hard floors, including concrete and tile.
xvii. Clean stainless surfaces with an appropriate cleaner.
xviii. Clean entrances, lobbies, and vestibules:
    1. Clean glass.
    2. Vacuum and machine scrub mats, shampoo, and extract as necessary.
    3. Wipe handles and door hardware.

g. <u>Player Locker Rooms</u>

i. Empty all trash, recycling, and compost receptacles and bring them to the Service-level Trash Room.
ii. Clean Restrooms and Showers
    1. Pick and sweep floors.
    2. Scrub, mop, and disinfect floors.
    3. Scrub, wipe down, and disinfect toilet bowls.
    4. Scrub, wipe down, and disinfect sinks.
    5. Wipe down and disinfect the walls.
    6. Clean mirrors.
    7. Clean the Barber Shop Chair area and mirrors.
    8. Disinfect the Barber Shop Chair area and clean it.
    9. Wipe down air vents.
    10. Wipe down doors.
    11. Restock restroom dispensers.
    12. Clean Hydrotherapy Room.
    13. Disinfect the Hydrotherapy Room.
    14. Clean the Wet Therapy Room.
    15. Disinfect the Wet Therapy Room.
    16. Clean and Dry the Sauna Room.

17. Disinfect the Dry Sauna Room.
18. Clean furniture and disinfect tabletops.
19. Clean and disinfect athletic training and rehabilitation rooms.
20. Clean glass doors, windows, and partitions.
21. Wipe down lighting within arm's reach, picture frames, and architectural features.
22. Wipe down concrete and steel columns and beams.
23. Vacuum and machine scrub carpets and mats, shampoo, and extract as necessary.
24. Sweep, mop, and machine scrub all resilient/hard floors, including concrete and tile.
25. Clean stainless surfaces with an appropriate cleaner.

h. <u>Suites, Booths, Corridors, Lobbies</u>

i. Empty all trash, recycling, and compost receptacles and bring them to the Trash Room.
ii. Dust and wipe all surfaces.
iii. Clean escalators, treads, comb plates, and stainless/glass balustrades
iv. Clean stairways, wipe down handrails, wipe stair support steel.
v. Clean Suite
vi. Vacuum and machine scrub carpets, shampoo, and extract as necessary.
vii. Sweep, mop, and machine scrub all resilient/hard floors, including concrete and tile.
viii. Clean furniture and disinfect tabletops and flat surfaces.
ix. Clean appliances
    1. Appliances not included in post-event cleaning but can be cleaned upon request
    2. Refrigerator cleaning requests require advance scheduling & removal of all food & beverages before cleaning
x. Clean glass and mirror surfaces.
xi. Clean stainless surfaces.
xii. Wipe walls and fixtures.
xiii. Wipe bowl seating, bump rails, drink rails, and handrails.
xiv. Clean Restrooms
    1. Pick and sweep the restroom floor.
    2. Scrub, mop, and disinfect the restroom floor.
    3. Scrub, wipe down, and disinfect toilet bowls.
    4. Scrub, wipe down, and disinfect sinks.
    5. Wipe down walls.
    6. Clean mirrors.
    7. Wipe down air vents.
    8. Wipe down doors.
    9. Restock restroom dispensers.
xv. Wipe down lighting within arm's reach, picture frames, and architectural features.
xvi. Clean drink rails and handrails.
xvii. Wipe down concrete and steel columns and beams.
xviii. Clean TVs and tablets with an appropriate cleaner.

i. <u>Seating Bown/Sections</u>

i. Seating and material separation.
    1. Compostable material.
    2. Recyclable material.

3. Trash (Landfill) material.

ii. Sweep and/or air blow the seating sections.
iii. Pressure wash seating sections, hard plastic chairs, and concrete stadia/stairs (areas that can be used).
iv. Machine scrub and water extract concrete in the Stadium.
v. Damp wipe handrails, drink rails, and rails.
vi. Clean stainless surfaces with an appropriate polisher.
vii. Clean glass railings throughout the bowl.
viii. Remove debris from seating bowl drains and grates.
ix. Wipe columns and beams.
x. Wipe field padding.
xi. As necessary, pick, sweep, and mop in stadium dugouts on the east and west sides of the field.
xii. Wipe support steel as necessary.
xiii. Clean A.D.A. platforms and chairs.
xiv. Wipe Wi-Fi and D.A.S. antennas below seating as necessary.

6. <u>ANNUAL CLEANING DUTIES</u>

Additional Actions:
- Perform detailed inspections to assess wear and tear on facility surfaces.
- Document and report any maintenance issues requiring escalation.

a. Annual Deep Cleaning of All Stadium Restrooms

I. Scrub, disinfect and rinse floors.
II. Wipe down and disinfect the walls.
III. Scrub, disinfect, and rinse urinals.
IV. Scrub, disinfect and rinse toilets.
V. Scrub, disinfect and rinse sinks.
VI. Wipe down and disinfect dispensers.
VII. Clean mirrors

b. Deep cleaning of the following spaces:

i. All suites (Inclusive of window system tracks)
ii. All locker rooms (Home, Visitor, Auxiliary A, Auxiliary B, Coaches, Officials, Cheerleaders, Ball Person, Administrative Office, Engineering, Stadium Operations.
iii. All clubs
iv. Clean All HVAC Louvers, Supply and Return Grilles (Annual)
v. Wipe down and dust.
vi. Exterior Louvers need to be pressure washed and cleaned.
vii. Clean All Trashcans and Tilt Trucks (Annual)
    1. Gather all trashcans and tilt trucks at a central location on all levels.
    2. Remove the plastic liner and clean and disinfect thoroughly.
    3. Thoroughly clean all metal, removing all surface rust from cans.
    4. Redistribute trash and recycling cans to their original location.
viii. Grout Cleaning (Annual)
    1. Scrub grout using a steam cleaner and grout brush in the following locations:
        a. All restrooms and shower areas
        b. Dining areas
        c. Offices and break rooms
        d. Suite and club spaces
ix. High and Low Element Cleaning (Annual)

x. Protect all electrical devices.
xi. Steel columns and beams.
xii. Gates and roll-up doors.
xiii. Utility racks on service level or where exposed.
xiv. Piping, conduit, cable trays, and ductwork.
xv. Concession stands on the roofs.
xvi. Light fixtures.
xvii. Gate and wayfinding signage.
xviii. Railings.
xix. Wall of Honor hard hat monument.
xx. Outdoor TV monitors
xxi. Concession Stand Cleaning (front of Concession stand only) (Annual)
    1. Scrub and rinse the concrete face of the Concession Stand
    2. Scrub and rinse the front floor space between the overhead door and countertop.
    3. Scrub and rinse the overhead door front
xxii. Exterior Wayfinding Signage Cleaning (Annual)
xxiii. Pressure wash and wipe down all signage.
xxiv. DAS Antenna Dusting in Service Level Tunnel, Concourse, and Suites (Annual)
xxv. Exterior Tower Glass Cleaning (Annual)
    1. East-side glass cleaning.
    2. West-facing tower glass cleaning.
    3. North and South side glass cleaning
xxvi. Interior Tower Atrium Cleaning (Annual)
xxvii. West-facing Atrium glass cleaning.
    1. Steel support beams and columns must be dusted.

7. <u>BIANNUAL CLEANING DUTIES</u>

Additional Actions:
- Perform detailed inspections to assess wear and tear on facility surfaces.
- Document and report any maintenance issues requiring escalation.

i. All break and dining rooms
    1. Wax and reseal of flooring (Bi-Annual)
ii. Deep Clean All Utility, Mechanical, Electrical, IT, Trade Shops and Cleaning Rooms (Bi-Annual)
    1. Sweep the floor.
    2. Machine scrub floors and ensure that all water is removed.
    3. Remove stains on the floor or equipment pads.
    4. Remove any large debris.
    5. Wipe down surfaces and equipment, including exposed piping and ductwork.

8. <u>QUARTERLY CLEANING DUTIES</u>

i. Clean and refinish all vinyl tile areas throughout the stadium.
ii. Sweep all elevator tracks.
iii. Dust 100-level fixtures/signage/doors & detail edge floor.
iv. Vacuum NW Tunnel metal exhaust vents.

9. <u>ANCILLARY SERVICES</u>

Expanded Offerings:
- Offer specialized event cleaning for high-profile occasions.

- Implement enhanced sustainability practices to minimize environmental impact.

    i. Parking lot cleaning, sweeping each parking lot at least by specified hours before the start of the event the following day, trash/glass pickup
    ii. Window washing. (Quote additional services as requested before commencement of work)
    iii. The concert flooring was set up and torn down. (Quote additional services as requested before commencement of work)
    iv. Confetti removal. (Quote additional services as requested before commencement of work)
    v. The concert chair was set up and teardown. (Quote additional services as requested before commencement of work)
    vi. Clean and wash public safety vehicles. (Quote additional services as requested before commencement of work)
    vii. Additional detailed work is required as defined by the stadium manager. (Quote additional services as requested before commencement of work)

EXHIBIT A-2
LEVI'S STADIUM SPACE SQUARE FOOTAGE DETAILS

Space	Total Square Feet
100 Level	
Playing Field	104,966
Auditorium	2,885
Auxiliary LR A (Minus Operations Room)	1,073
Auxiliary LR B (Minus Operations Room)	1,070
BNY Mellon West (Visitor)	8,541
BNY Mellon East (Home)	6,288
Foxconn Industrial	19,189
Home Team Locker Room	3,650
Multi Purpose Space	5,102
Visitors interview media room	2,500
Visiting Team Locker Room	2,835
Museum	16,964
Cache Creek	912
Lexus Lounge	1,078
Photography Workroom	1,080
Service level tunnel	33,500
200 Level	
Dignity Health Plaza (Gate C)	34,057
Intel Plaza (Gate A)	33,382
Toyota Plaza (Gate F)	23,808
SAP Atrium (Exterior)	21,600
SAP Atrium (Interior)	11,958
300 Level	
United Club	25,896
Total 300 level concourse(does not include concessions/clubs)	213,487
400 Level	
Levi's 501 Club (East)	19,195
Yahoo Club	13,292
Yahoo North Sports Zone	5,061
Yahoo South Sports Zone	5,074
500 Level	

Citrix Owners Club	13,500
Cisco (includes Suite Hallways)	7,677
WebEx (includes Suite Hallways)	8,555
OC Suites x 33	11,550
Suites x30	10,500
600 Level	
Suites x33	11,550
700 Level	
Bud Light Deck (South)	17,661
Pepsi Deck (North)	18,497
Suites x34	11,900
Total 700 level concourse(does not include concessions/clubs)	81,080
800 Level	
Press Dining Room (Elevator Bank/Hallways)	17,821
Press Seats (Field Facing)	
900 Level	
NRG Roof Deck (+Sky Boxes & Walkways)	6,462
Total Square Feet	**835,196**

EXHIBIT A-3
CLEANING SERVICES DETAIL

1. BASE BUILDING CLEANING STAFF (DAILY SERVICE)

Base building staff refers to a dedicated team responsible for maintaining the cleanliness and upkeep of a building's common areas, infrastructure, and essential services. This team includes workers who ensure that places such as lobbies, hallways, restrooms, stairwells, and elevators are consistently clean, safe, and presentable. Their duties encompass regular cleaning tasks like sweeping, mopping, vacuuming, dusting, trash removal, and sanitizing surfaces. The base building staff is crucial for creating a hygienic and welcoming environment for employees and visitors, thus enhancing the overall appeal and functionality of the stadium. This team often works closely with the stadium managers to ensure and to promptly address any cleaning or maintenance concerns that arise.

These areas include:
Loading Dock
Compactor Room
Levy Offices
SST Command
Engineering Shop & Offices
AV Shop
Stadium Operations
Local Media Room
49ers Locker Room
49ers PR Offices
Community Room
Museum
Ticketing Office
Community Impact & Foundation Offices
Service Tunnel
Gate F

2. PRE-EVENT, EVENT, AND POST-EVENT CLEANING

Pre-event and post-event cleaning for a janitorial contractor involves specialized services designed to prepare and restore the stadium before and after events. **Pre-event cleaning** focuses on ensuring the stadium is immaculate and ready for guests. This includes thoroughly cleaning all areas, such as floors, carpets, restrooms, suites, seating areas, service areas, and concourses. Tasks may involve dusting surfaces, sanitizing restrooms, polishing fixtures, arranging furniture, and ensuring all equipment is functional and correctly set up. The aim is to create a pristine and inviting environment that meets the specific requirements of the stadium managers.

Conversely, post-event cleaning involves returning the stadium to its original state once the event concludes. This can be more intensive due to significant debris and wear potential. It includes removing trash, dismantling, and storing event equipment, cleaning spills and stains from carpets and upholstery, disinfecting surfaces, and conducting a deep clean of restrooms and high-touch areas. The janitorial team may also handle concert floor cleaning and chair break-down tasks. Effective post-event cleaning ensures the stadium is quickly and efficiently restored and ready for its subsequent use and helps maintain Levi's Stadium standards of cleanliness and hygiene.

a. Event Cleaning

Janitorial staff remain on-site to manage ongoing cleaning needs, such as promptly addressing spills, emptying trash bins, restocking restrooms, and ensuring all areas remain tidy and presentable for guests.

This real-time maintenance helps prevent any buildup of dirt or clutter, ensuring the event runs smoothly.

b. Pressure Washing

Power washing at Levi's Stadium involves high-pressure water to clean and maintain various surfaces within and around the stadium. This task is essential for removing accumulated dirt, grime, mold, mildew, and stains from hard surfaces such as concrete walkways, seating areas, walls, and exterior facades. Given the high foot traffic and exposure to the elements that stadiums endure, power washing helps maintain a clean and visually appealing environment. It can also be used to clean seating, concession areas, and restrooms, ensuring these spaces are sanitary and inviting for fans and visitors.

The process begins with a thorough assessment to identify areas that require attention, followed by specialized power washing equipment that can deliver water at various pressures and temperatures tailored to the specific cleaning needs. For example, hot water might be used for greasy stains, while lower pressure may be applied to more delicate surfaces to prevent damage. Power washing at a stadium also includes cleaning exterior surfaces such as entranceways and surrounding sidewalks, contributing to overall maintenance, and enhancing safety by removing slippery substances and potential hazards.

This comprehensive cleaning approach improves the stadium's aesthetic appeal, helps protect surfaces from long-term damage, extends the facility's lifespan, and ensures a pleasant experience for attendees. Regular power washing is a key component of the stadium's maintenance plan, addressing cosmetic and sanitary concerns and supporting the stadium's reputation for cleanliness and professionalism.

c. Staff Position Detail

Event cleaning staff positions for a janitorial contractor encompass a variety of responsibilities to ensure the stadium is clean, safe, and presentable before, during, and after events. Pre-event duties involve preparing the stadium for attendees by sweeping and mopping floors, vacuuming carpets, dusting surfaces, sanitizing restrooms, and ensuring seating areas are clean and debris-free. Staff also stock supplies such as toilet paper and hand sanitizers/soap and perform last-minute touch-ups to create a welcoming environment.

During the event, cleaning staff are strategically stationed throughout the stadium to provide continuous maintenance and support. They are tasked with promptly addressing spills, emptying overflowing trash bins, restocking restrooms, and ensuring high-traffic areas remain tidy. Their presence is crucial for maintaining cleanliness standards, responding to any immediate cleaning needs, and minimizing disruptions to the event experience.

Post-event responsibilities include a thorough cleanup to restore the stadium to its pristine condition. This involves collecting and disposing of trash, removing leftover food and drinks, deep-cleaning restrooms, wiping down seats and handrails, and performing a comprehensive sweep of the entire stadium. Additionally, staff may handle more intensive tasks such as pressure washing concourses, cleaning graffiti, and addressing any damages during the event. The goal is to ensure the stadium is ready for its next event, maintaining high standards of cleanliness and hygiene to enhance the overall experience for future guests and visitors.

3. SPECIAL SVENTS (F&B EVENTS)

Special Events (F&B) event cleaning for a janitorial contractor involves meticulous and specialized tasks to ensure that areas, where food and drinks are prepared, served, and consumed, remain hygienic and presentable. **Pre-event cleaning** prepares these areas by thoroughly sanitizing surfaces, including countertops, tables, chairs, and food preparation zones. Additionally, floors in these areas are swept and mopped, and trash receptacles are emptied and lined.

During the event, the cleaning staff must be proactive and responsive, continually maintaining cleanliness and order. This involves promptly clearing spills, wiping down surfaces, emptying trash bins, and ensuring that restrooms and high-touch areas remain sanitary. Cleaning personnel also manage waste by regularly collecting and disposing of food waste, recyclables, and general trash to prevent overflow and maintain a tidy environment.

Post-event cleaning is extensive and aims to restore the stadium space to its original state. Tasks include removing all trash and food waste, deep-cleaning floors to eliminate food or beverage stains and sanitizing all surfaces. Restocking supplies and ensuring that all waste has been properly disposed of are essential for post-event cleaning. With this comprehensive cleaning approach, stadium areas are left spotless, hygienic, and ready for future events, maintaining high cleanliness and safety standards.

4. ANNUAL DEEP CLEANING/MAINTENANCE/ANCILLARY SERVICES

a. Parking Lots

Parking lot cleaning involves a comprehensive range of services to maintain parking lots' cleanliness, safety, and overall appearance. This includes routine and deep cleaning tasks to ensure that the parking lot remains free of debris, dirt, and hazards. Routine tasks typically involve sweeping and blowing away loose trash and other debris from the surface. Your staff may use specialized equipment such as power sweepers and blowers to cover large areas efficiently. Pressure washing is often employed to remove stubborn stains, oil spills, and grime buildup from the pavement.

Beyond these tasks, parking lot cleaning includes emptying and sanitizing trash receptacles, removing graffiti, and addressing any spills or hazards that could pose safety risks to pedestrians and vehicles. Effective parking lot cleaning improves the property's aesthetic appeal, enhances safety, extends the pavement's lifespan, and creates a positive first impression for visitors and customers.

Parking lots should be turned over to Levi's Stadium in event-ready condition, so pre-event touch-ups should be minimal.

b. Confetti (Quote additional services as requested prior to commencement of work)

Confetti involves a thorough and systematic approach to removing all traces of confetti, which can be challenging due to its small size and tendency to scatter widely. Pre-event planning includes preparing the necessary equipment and tools, such as industrial vacuums, brooms, dustpans, and specialized confetti removal tools. Post-event cleaning begins with a comprehensive sweep of stadium areas to collect visible confetti from floors, seats, and other surfaces. Industrial vacuums with solid suction capabilities extract confetti from carpets, upholstery, and hard-to-reach places like under-seats.

c. Complete Interior Window Washing (Quote additional services as requested prior to commencement of work)

Complete interior window washing at a stadium involves a detailed and methodical approach to ensure all glass surfaces inside the stadium are spotless and free of streaks. This process starts with thoroughly assessing all interior windows, including those in suites, offices, press boxes, lounges, concession areas, and shared spaces. The cleaning team uses specialized tools such as squeegees, microfiber cloths, extendable poles, and eco-friendly cleaning solutions to remove dust, fingerprints, smudges, and other residues.

The procedure typically begins by removing loose dirt and dust with a dry cloth or duster, then applying a cleaning solution to break down grime and stains. Squeegees are then used systematically to wipe away the cleaning solution, ensuring a streak-free finish. Attention to detail is crucial, especially around edges and corners where dirt can accumulate. For hard-to-reach areas, such as high windows or behind fixtures, the team employs ladders, scaffolding, or extendable poles to clean every surface thoroughly.

Additionally, the cleaning staff inspects and cleans windowsills, frames, and tracks to remove any accumulated dirt or debris, ensuring the entire window area is pristine. This comprehensive cleaning enhances the stadium's aesthetic appeal and improves visibility and natural light, creating a more pleasant environment for fans, staff, and visitors. Regular interior window washing is essential for maintaining the stadium's cleanliness and professional appearance.

d. <u>Complete Exterior Window Washing</u> (Quote additional services as requested prior to commencement of work)

Complete exterior window washing involves a meticulous and comprehensive cleaning process designed to maintain all external glass surfaces' clarity, appearance, and longevity. This task begins with a detailed assessment of the stadium's exterior to identify the various types of windows, their locations, and any specific challenges such as height or accessibility. Given Levi's Stadium's large scale and architectural complexity, this often requires specialized equipment such as water-fed poles, cherry pickers, scaffolding, or even rope access techniques for high or hard-to-reach windows.

The cleaning process typically starts with pre-washing to remove loose dirt, dust, and debris, which may involve using water-fed poles that spray purified water to break down and rinse surface grime. Next, a cleaning solution is applied to the windows to dissolve stubborn dirt, bird droppings, pollution residues, and other contaminants. High-quality squeegees are then used to remove the cleaning solution, ensuring a streak-free finish. For heavily soiled or difficult areas, scrapers or more intensive scrubbing tools may be employed.

Throughout the process, the cleaning team pays close attention to detail, ensuring that all edges, corners, and frames are thoroughly cleaned and residual grime-free. Additionally, gutters and ledges surrounding the windows are checked and cleaned to prevent buildup that could affect window cleanliness. A post-cleaning inspection ensures that all windows meet the highest standards of cleanliness and transparency.

Safety is critical to exterior window washing at a stadium, requiring harnesses, safety lines, and other protective gear to ensure worker safety during high-altitude tasks. Regular complete exterior window washing enhances the stadium's aesthetic appeal and protects the glass from long-term damage caused by environmental factors, ensuring a clear and welcoming view for visitors and improving the facility's overall maintenance.

e. **<u>Complete Building Cleaning Detail</u>** (Quote additional services as requested prior to commencement of work)

Complete stadium cleaning involves a comprehensive and systematic approach to ensure the entire facility is immaculate, sanitized, and ready for use. This extensive cleaning process covers all stadium areas, including seating sections, concourses, restrooms, concession stands, locker rooms, VIP suites, press boxes, offices, and exterior spaces. The cleaning team removes all visible debris, trash, and litter from floors, seats, and common areas using industrial-grade vacuums, sweepers, and trash receptacles.

Next, surfaces are thoroughly sanitized and disinfected to eliminate germs, bacteria, and viruses, with particular attention given to high-touch areas such as handrails, door handles, elevator buttons, and restroom fixtures. Restrooms undergo a deep cleaning, including scrubbing and sanitizing toilets, sinks, mirrors, and floors.

The cleaning team also addresses any specific cleaning challenges unique to stadiums, such as cleaning of specialized equipment and facilities for athletes and performers. Exterior spaces, including parking lots and sidewalks, are also included in the cleaning detail, with tasks such as power washing, graffiti removal, and litter pickup.

Attention to detail is paramount throughout the process, ensuring that every surface, corner, and crevice is thoroughly cleaned and inspected. Full stadium cleaning detail aims to create a safe, welcoming, and hygienic environment for players, staff, performers, and fans. Regular maintenance of this caliber enhances the stadium's appearance and reputation and contributes to the overall health and well-being of everyone who visits or works at the facility.

f. Furniture Cleaning

Furniture cleaning details encompass a comprehensive approach to maintaining the cleanliness and appearance of all furniture throughout the stadium. This includes seating in various areas such as seating sections, VIP suites, lounges, press boxes, and other types of furniture such as tables, chairs, benches, and countertops. The process begins with thoroughly assessing the furniture's condition to identify any stains, spills, or damage that requires attention.

Cleaning staff utilize appropriate cleaning solutions and techniques tailored to the material and finish of each piece of furniture, whether it's fabric upholstery, leather, vinyl, wood, or metal. Upholstered furniture undergoes deep cleaning to remove dirt, stains, and odors, often utilizing steam or specialized upholstery cleaning equipment. Leather surfaces are gently cleaned and conditioned to maintain appearance and suppleness, while wood and metal furniture are polished and treated to restore their luster and protect them from wear and tear.

Additionally, attention is given to cleaning and sanitizing high-touch areas such as armrests, table surfaces, and chair backs to ensure a hygienic environment for stadium visitors.

The furniture cleaning detail extends beyond the visible surfaces, including thoroughly cleaning undersides, corners, and crevices where dirt and debris accumulate. Regular maintenance of this caliber enhances the appearance and comfort of the stadium's furniture and contributes to a positive experience for fans, visitors, and staff, ensuring the stadium remains welcoming and inviting.

g. Concert Chair Setup and Strike (Quote additional services as requested prior to commencement of work)

Chair setup and striking for stadium events involves carefully arranging and removing seating arrangements before and after events to ensure efficient use of space and a seamless experience for attendees. Chair setup begins with the deployment of seating arrangements according to the event layout plan. This includes arranging chairs in designated sections and ensuring proper spacing and alignment to accommodate the expected number of attendees while adhering to safety regulations. The setup process may involve transporting chairs from storage areas to the event space, arranging them in rows or sections, and securing them to prevent movement during the event.

On the other hand, chair striking involves the systematic removal and storage of chairs once the event concludes. This process requires coordination and efficiency to dismantle seating arrangements quickly and safely. Cleaning staff carefully stack chairs, often utilizing carts or dollies for transportation, and return them to designated storage areas. Throughout both setup and striking processes, janitorial contractors may also be responsible for inspecting chairs for damage or cleanliness issues and making any necessary repairs or cleaning to ensure the chairs are in optimal condition for future events. Effective chair setup and striking services are essential for facilitating smooth event operations and maintaining the stadium's reputation for professionalism and efficiency.

h. Floor Care

Floor care involves a comprehensive approach to maintaining the cleanliness, safety, and appearance of all flooring surfaces throughout the stadium. This includes a variety of tasks tailored to each type of

flooring material, such as concrete, tile, vinyl, hardwood, carpet, and synthetic turf. The floor care regimen typically begins with routine maintenance tasks such as sweeping, vacuuming, and mopping to remove loose dirt, debris, and spills from the floors.

Additional steps for hard flooring surfaces such as tile or concrete may include scrubbing with specialized floor scrubbers or buffers to remove embedded dirt and stains, followed by polishing or sealing to enhance shine and protect the surface. For carpeted areas, regular vacuuming is supplemented with periodic deep cleaning methods such as hot water extraction or dry cleaning to remove dirt, stains, and allergens from the carpet fibers.

Special attention is given to high-traffic areas, entrances, and corridors, where dirt and wear are most pronounced. These areas may require frequent cleaning and maintenance to ensure they remain clean, safe, and presentable for stadium visitors. The cleaning team also addresses any specific challenges unique to the stadium environment, such as turf care for outdoor stadiums or specialized cleaning and maintenance for athletic facilities.

Floor care for a stadium also encompasses preventive maintenance measures to prolong the lifespan of the flooring and minimize the need for costly repairs or replacement. This may include routine inspections to identify and address issues such as cracks, uneven surfaces, or worn-out areas before they escalate.

Effective floor care is essential for maintaining a positive impression of the stadium, ensuring the safety and comfort of visitors and staff, and protecting the investment in its flooring surfaces. Regular and thorough floor care services help to uphold the stadium's reputation for cleanliness, professionalism, and excellence in facility management.

i. Carpet Extraction

Carpet extraction involves a thorough and specialized cleaning process to remove deep-seated dirt, stains, and allergens from carpets throughout the stadium. This method utilizes powerful carpet extraction machines injecting hot water and cleaning solution deep into the carpet fibers under high pressure. The solution loosens dirt and debris trapped within the carpet while the machine simultaneously extracts the dirty water and dissolved contaminants, leaving the carpet clean and refreshed.

Before beginning the extraction process, the cleaning team typically pre-treats any heavily soiled or stained areas to help break down tough stains and improve cleaning effectiveness. This may involve applying specialized spot treatments or pre-sprays tailored to the stain and carpet material type.

Throughout the extraction process, attention is given to high-traffic areas, spots where spills occur every day, and any areas with visible stains or odors. The extraction machines are maneuvered systematically across the carpeted surfaces, ensuring thorough coverage and optimal cleaning results. The cleaning team may also use carpet grooming tools to fluff and lift the carpet fibers, restoring their appearance and texture.

The carpet extraction process improves the overall cleanliness and appearance of the stadium's carpets and contributes to a healthier indoor environment by removing allergens, dust mites, and other contaminants that can accumulate over time. Regular carpet extraction services help extend the lifespan of the carpets, maintain a professional appearance, and enhance the comfort and satisfaction of stadium visitors and staff.

j. Strip and Wax / Buff Floors

Strip and wax and floor buffing are essential components of floor maintenance, particularly for hard flooring surfaces such as vinyl, linoleum, or terrazzo. Strip and wax involve the removal of old wax layers

and dirt buildup from the floor surface, followed by applying fresh wax to protect and rejuvenate the floor's appearance. The process begins with applying a stripping solution that breaks down the existing wax and grime, which is then scrubbed away using specialized floor scrubbing equipment. Once the old wax is removed, the floor is thoroughly rinsed and allowed to dry before applying multiple layers of new wax. This provides a protective sealant that enhances the floor's durability, shine, and resistance to stains and scratches.

On the other hand, floor buffing is a maintenance technique used to restore the luster and smoothness of waxed floors between stripping and waxing treatments. Buffing involves using a high-speed rotary buffer equipped with a soft pad or brush to polish the floor's surface and remove minor scratches, scuffs, and imperfections. This process also helps to redistribute the wax evenly across the floor, maintaining a consistent shine and appearance.

Both strip and wax and floor buffing are typically performed in high-traffic areas of the stadium, such as concourses, entrances, and corridors, where floors are subject to heavy wear and tear. These treatments not only enhance the stadium's aesthetic appeal but also protect the flooring from damage and extend its lifespan. Regular strip and wax and floor buffing services are essential for preserving the integrity and appearance of the stadium's hard flooring surfaces, contributing to a safe, clean, and welcoming environment for visitors and staff alike.

EXHIBIT A-4
CONTRACTOR RULES OF ENGAGEMENT

1. *Notice* – Contractor schedules daily, pre-event, event, & post-event staffing 2-weeks in advance. Notice of event booking should be sent to Contractor Leadership via email as soon as it is known. 2 weeks prior to each event, Contractor requires information on event timing (gates, show start, estimated show end), projected attendance levels, areas of the stadium in use/closed, parking lots in use, & any additional services that could be needed. Contractor acknowledges event plans can be fluid & flexibility is needed for change orders. However, final event notes are required 72 hours prior to the event, so Contractor can finalize all staffing & work plans in time for pre-event cleaning to begin.

2. *Operational Business Review* – Contractor Regional & Site Leadership will meet no less than monthly with Stadium Manager to review performance from most recent events, plans for upcoming events, projects scheduled, new innovation topics, & any other issues or concerns that need to be addressed.

3. *Quarterly Business Review* – Contractor National, Regional, & Site Leadership will meet no less than quarterly with Stadium Manager to review business performance, key financial metrics, key performance indicators (KPI's), service level agreements (SLA's), industry best practices, operational performance metrics, and other cost containment items. Any other issues or concerns that need to be addressed may also be addressed between Contractor and Stadium Manager.

4. *Escalation* – All notices to Contractor regarding Daily, Event, & Parking Services should be directed to the Project Manager via email with the Regional Manager copied for visibility. If escalation is required for areas of concern outside of Daily, Event, & Parking Services, communication should be sent to the Regional Manager, National Director, & Vice President in that order. A Contractor Leadership hierarchy is provided below.

All communication between Contractor and Stadium Manager will begin with the Senior Manager Stadium Operations, Facilities (or other staff member designated by Stadium Manager in writing) with the VP, Stadium & Event Operations copied for visibility. This communication will include all of the daily, event, and parking related operational and initial financial communication. Should escalation or additional discussion be necessary between the parties, Contractor will engage or communicate directly with VP, Stadium & Event Operations and copy Executive Vice President and General Manager for transparency.

EXHIBIT A-5
PERFORMANCE METRICS AND SERVICE LEVEL AGREEMENT

SLA	Measurement	Service Level	Performance Credit
Work Order Resolution Time	Work order resolution time is defined as CONTRACTOR resolving all work orders within a given month submitted by Stadium Manager or CONTRACTOR within the time and budget for labor specified on the work order.	Greater than 90% resolution time	At 85%-89.9% is a 2% revenue reduction from the monthly reoccurring invoice. 80%-84.9% is 3% reduction. Below 80% is 4%. Minimum of 20 work orders in a month.
Quality and Performan ce Audits	Quality audits will be performed by the Stadium Manager operations team based on mutually agreed upon criteria on a regular basis (including both pre and post event). These will be defined based off of a list of required cleaning items. Items missed or not completed will be considered against the 90% overall quality score	Greater than 90% scoring on all event quality and performance audits	Credit of 2% for the event specific bill if 90% service items are not met. A credit of 3% for the event specific bill if 80% service items are not met. Any remediation items caused by the CONTRACTOR deficiencies will be completed at the cost of the CONTRACTOR within 24 hours.
Event Tiered Staffing Levels	Staffing and Labor Reports will be generated for the pre/event/post event shifts at the end of each shift and provided to the Stadium Manager by the CONTRACTOR. These reports will be defined and compared with the	Greater than 85% of attendance compared to staffing provided in RFP for total pre-event and event staff.	Credit of 2% for the event specific bill if 85% attendance are not met. A credit of 3% for the event specific bill if 75% attendance are not met.

	provided staffing level in the RFP for each of these functions.		
Seating Bowl Audits	Quality audits of the seating bowl will be completed at the conclusion of any event utilizing the seating bowl. These audits will be conducted by the Stadium Manager operations staff after the CONTRACTOR has confirmed completion to be no longer than 48 hours after the event. Items measuring larger than 2”x2”x2” or collections of small debris spread over more than 6 linear feet of aisle space will be considered against the percentage completed.	Number of remediation items totaling less than .2% of total attendance for event. (ex. 70,000 = 140 items)	Credit of 2% for the event specific bill if Service Level is not met to the .2% level of total attendance. Credit of 3% to the event specific bill if service level is below .3% level of total attendance. Any remediation caused by the contractor deficiencies will be completed at the cost of the CONTRACTOR within 24 hours. Performance better than .1% of attendance will result in a 1% incentive from the event cost to the contractor.
Onsite Project Manageme nt	CONTRACTOR’s onsite project manager shall attend all reoccurring and relevant meetings conducted by Stadium Manager, collaborate and integrate into Stadium Manager’s organization. This includes weekly	Greater than 95% meeting participation in a given month	Credit of 2% of the recurring bill for the month if the service level is not met.

	operational and event meetings		
Staffing Management	CONTRACTOR shall maintain the hiring of all supervisory and management positions in a timely manner. All positions will be hired or replaced within 60 days.	All supervisory staffing positions filled within 60 days of opening.	Credit of 5% of the bill for the month if the service level is not met.

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Compensation by Services Type

Compensation amounts for the Services Types specified in **Exhibit A** are set forth in **Exhibit B-1**, which is attached hereto and incorporated herein by this reference. For Services performed by Contractor under the following Types, the process set forth below shall apply:

1. Daily

    a. Contractor's provision of Daily Services shall be compensated at the monthly fee amount specified in **Exhibit B-1** as it may be amended from time to time.

2. Events (Full and Partial/Lower)

    a. Prior to the event and associated performance of Services, Contractor must provide a proposal to Stadium Manager detailing staffing levels and associated cost. The proposal shall be consistent with the pricing details set forth in **Exhibit B-1**.

    b. Stadium Manager shall review the proposal and may request changes to adjust Services as may be necessary based on event and facility needs. The Parties shall in good faith discuss and agree upon any cost impacts associated with Stadium Manager requested changes to the Services.

    c. Upon Stadium Manager's approval of the proposal, Contractor may proceed with providing the Services for the subject event.

3. Parking (Full and Partial/Lower)

    a. Parking Services may be requested by Stadium Manager as part of the request for Event Services or on an ad hoc basis as needed and requested by Stadium Manager. Parking Services shall be compensated at the per event parking rates specified in **Exhibit B-1**.

4. Ancillary Services (i.e., window washing, etc..)

    a. In the event Stadium Manager requires ancillary services be performed by Contractor on an ad hoc basis, Stadium Manager may make a request to Contractor to perform the ancillary services. Prior to performance of the ancillary services, Contractor must provide a proposal to Stadium Manager detailing the staffing and associated cost for performing the ancillary services.

    b. Stadium Manager shall review the proposal and may request changes as may be necessary to fulfill Stadium Manager's needs. The Parties shall in good faith discuss and agree upon any cost impacts associated with Stadium Manager requested changes to the ancillary services.

    c. Upon Stadium Manager's approval of the proposal, Contractor may proceed with providing the ancillary services.

5. Equipment

    a. Contractor's provision of Equipment will be compensated at the applicable monthly rate specified in **Exhibit B-1** as it may be amended from time to time.

Annual Fee Increases

It is understood and agreed that the fees specified in **Exhibit B-1** shall remain in effect for the first year of the Term of the Agreement. In subsequent years, any fee increases shall be subject to the following requirements:

1. Daily

    a. Any annual fee increase for exempt staff employed in the performance of Daily Services shall be limited to a maximum increase of three percent (3%) per year.

    b. Any annual fee increase for non-exempt staff employed in the performance of Daily Services shall be limited to the corresponding increase memorialized in the then applicable collective bargaining agreement to which Contractor is a party.

2. Event

    a. Any annual fee increase for Contractor's staff employed in the performance of Event Services shall be limited to and mirror increases to the then applicable minimum wage rate applicable in the City of Santa Clara.

3. Parking

    a. Any annual fee increase for Contractor's staff employed in the performance of Parking Services shall be limited to and mirror increases to the then applicable minimum wage rate applicable in the City of Santa Clara.

4. Equipment

    a. No fee increases shall be authorized for equipment specified in **Exhibit B-1**. Any additional equipment that is not reflected in **Exhibit B-1**, which is necessary for Contractor's performance of the Services, shall be added by a written amendment to this Agreement executed by the authorized representatives of both Parties prior to its use by Contractor. Contractor may not charge the Stadium Manager for use of equipment not listed in **Exhibit B-1** or otherwise listed in a fully executed written amendment to this Agreement. Any written amendment or portion thereof addressing additional equipment and the corresponding fee(s) shall not have retroactive effect.

In order to enact a fee increase, Contractor must submit prior written notice to the Stadium Manager a minimum of ninety (90) calendar days in advance of the anniversary date of the Effective Date of this Agreement, and such notice must include the following: (1) the proposed fee increases organized by Services Type and staff position; and (2) an updated billing summary incorporating the proposed fee increases in substantially the same format as set forth in **Exhibit B-1**. Notwithstanding anything to the contrary, it is understood and agreed by the Parties that all fee increases must be memorialized in a written amendment to this Agreement executed by the authorized representatives of both Parties, and such written amendment shall not have retroactive effect.

Invoicing

Contractor shall comply with the following invoicing guidelines as a condition of receiving compensation from Stadium Manager for performance of Services under this Agreement:

1. Daily

    a. Fees for Daily Services must be invoiced on a monthly basis no later than thirty (30) calendar days following the month in which the Daily Services for which payment is sought are performed.

2. Event

    a. Fees for Event Services must be invoiced on a per event basis no later than thirty (30) calendar days after completion of the Event Services for the subject event.

3. Rentals/Equipment Charges

    a. Fees for any rentals and/or equipment must be separately itemized.

4. Performance Credits

    a. In the event Contractor owes any performance credits as a result of its failure to meet service level requirements specified in **Exhibit A-5** of the Agreement, such performance credits must be a separate line item in the invoice in which the performance credit is applied.

5. Tenant Exclusive Spaces

    a. Contractor is made aware of and has been provided a color-coded map depicting the unique spaces at Levi's Stadium categorized as Shared Spaces and Tenant Exclusive Spaces. Contractor shall track its staff time spent in Tenant Exclusive Spaces in the performance of Services requested by Stadium Manager. Contractor must separately invoice Services performed in Tenant Exclusive Spaces, and each invoice must include a summary report of the Services performance period, staff time spent, Services rendered, and area(s) within the Tenant Exclusive Spaces serviced.

    b. Fees for Services rendered in Tenant Exclusive Spaces must be invoiced no later than thirty (30) calendar days following completion of the Services.

Contractor shall comply with reasonable invoice format requirements requested by Stadium Manager and shall make adjustments as-needed to ensure compliance with such reasonable invoice format requirements.

Overtime, Double-Time, and Holiday Pay

The Parties agree to the following with respect to any overtime, double-time, and holiday pay for Contractor staff performing Services under this Agreement:

1. Overtime: Contractor may not charge and Stadium Manager shall not be responsible for any overtime pay for Contractor's staff incurred in the performance of Services under this Agreement without the prior written approval of Stadium Manager. It is Contractor's sole responsibility to manage its staff's overtime in the normal course of performance of Services. Stadium Manager shall only be responsible for overtime pay where such overtime pay is made necessary as a result of extenuating circumstances outside of Contractor's reasonable control such as multiple major

events in the same calendar week, back-to-back events, and force majeure, and in all such cases such overtime pay shall only be the responsibility of Stadium Manager if approved by Stadium Manager in advance following receipt of notice from Contractor of the need to incur overtime.

2. Double-Time - Contractor may not charge and Stadium Manager shall not be responsible for any double-time pay for Contractor's staff incurred in the performance of Services under this Agreement without the prior written approval of Stadium Manager. It is Contractor's sole responsibility to manage its staff's double-time in the normal course of performance of Services. Stadium Manager shall only be responsible for double-time pay where such double-time pay is made necessary as a result of extenuating circumstances outside of Contractor's reasonable control such as multiple major events in the same calendar week, back-to-back events, and force majeure, and in all such cases such double-time pay shall only be the responsibility of Stadium Manager if approved by Stadium Manager in advance following receipt of notice from Contractor of the need to incur double-time.

3. Holidays – Contractor may charge Stadium Manager for any hours worked on the holidays listed below. Prior to January 1 of each year in which this Agreement is in effect, Contractor will provide an updated holiday calendar in substantially the same format as set forth below.

2025 Holiday	Holiday Observed
New Year's Day	Wednesday, January 1, 2025
Martin Luther King Jr Day	Monday, January 20, 2025
President's Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Thanksgiving Day	Thursday, November 27, 2025
Friday after Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025
New Year's Eve	Wednesday, December 31, 2025

Contractor will collaborate with Stadium Manager regarding and strive to minimize additional fees for any overtime, double-time, or holiday pay.

Exhibit B-1

Levi's Stadium - Daily Billing Summary

Position	*# of Staff*	*Hours*	*Hourly Wage*	*Monthly Wages*	*Federal Unemployment Tax (FUTA)*	*State Unemployment Tax (SUTA)*	*Social Security Tax (FICA)*	*Medicare Tax (FICA)*	*Worker's Compensation Insurance*	*General Liability Insurance*	*Background Checks*	*Health and Welfare*	*Vacation and Sick Time*	*Uniforms*	*Equipment and Supplies*	*Recruiting, Screening, Training, and Retention*	*Total Other Costs*	*Total Montly Costs*
Project Manager	1	173.33	$ 45.50	$ 7,886.52	$ 473.19	$ 5.52	$ 488.96	$ 114.35	$ 394.33	$ 394.33	$ 26.81	$ 315.46	$ 177.45	$ 64.67	$ 230.29	$ 115.14	$ 2,800.50	$ 10,687.02
Assistant Manager	1	173.33	$ 40.71	$ 7,056.26	$ 423.38	$ 4.94	$ 437.49	$ 102.32	$ 352.81	$ 352.81	$ 23.99	$ 282.25	$ 158.77	$ 57.86	$ 206.04	$ 103.02	$ 2,505.68	$ 9,561.94
Locker Room		346.66	$ 25.97	$ 9,002.76	$ 540.17	$ 6.30	$ 558.17	$ 130.54	$ 450.14	$ 450.14	$ 30.61	$ 360.11	$ 202.56	$ 73.82	$ 262.88	$ 131.44	$ 3,196.88	$ 12,199.64
Locker Room OT/Holiday	2	-	$ 38.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Locker Room DT		-	$ 51.94	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Utility		519.99	$ 24.97	$ 12,984.15	$ 779.05	$ 9.09	$ 805.02	$ 188.27	$ 649.21	$ 649.21	$ 44.15	$ 519.37	$ 292.14	$ 106.47	$ 379.14	$ 189.57	$ 4,610.67	$ 17,594.82
Utility OT/Holiday	3	-	$ 37.46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Utility DT		-	$ 49.94	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Cleaner		173.33	$ 23.47	$ 4,068.06	$ 244.08	$ 2.85	$ 252.22	$ 58.99	$ 203.40	$ 203.40	$ 13.83	$ 162.72	$ 91.53	$ 33.36	$ 118.79	$ 59.39	$ 1,444.57	$ 5,512.62
General Cleaner OT/Holiday	1	-	$ 35.21	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Cleaner DT		-	$ 46.94	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Daily Labor (Regular)		1,386.64		$ 40,997.74	$ 2,459.86	$ 28.70	$ 2,541.86	$ 594.47	$ 2,049.89	$ 2,049.89	$ 139.39	$ 1,639.91	$ 922.45	$ 336.18	$ 1,197.13	$ 598.57	$ 14,558.30	$ 55,556.04
Base Daily Labor (OT/Holiday)	8	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Daily Labor (DT)		-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		1,386.64		$ 40,997.74	$ 2,459.86	$ 28.70	$ 2,541.86	$ 594.47	$ 2,049.89	$ 2,049.89	$ 139.39	$ 1,639.91	$ 922.45	$ 336.18	$ 1,197.13	$ 598.57	$ 14,558.30	$ 55,556.04

Profit (8%)	$ 3,279.82
Total Daily Fee	$ 58,835.86

Exhibit B-1

Levi's Stadium - Event Billing Summary (Full Stadium)

Position	*# of Staff*	*Hours*	*Hourly Wage*	*Monthly Wages*	*Federal Unemployment Tax (FUTA)*	*State Unemployment Tax (SUTA)*	*Social Security Tax (FICA)*	*Medicare Tax (FICA)*	*Worker's Compensation Insurance*	*General Liability Insurance*	*Background Checks*	*Health and Welfare*	*Vacation and Sick Time*	*Uniforms*	*Equipment and Supplies*	*Recruiting, Screening, Training, and Retention*	*Total Other Costs*	*Total Montly Costs*
Pre-Event Supervisor	5	40.00	$ 22.00	$ 880.00	$ 52.80	$ 0.62	$ 54.56	$ 12.76	$ 26.40	$ 26.40	$ 10.82	$ -	$ 2.20	$ 9.86	$ 26.66	$ 20.77	$ 243.85	$ 1,123.85
Pre-Event Supervisor OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Supervisor DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Lead/Utility	10	80.00	$ 21.00	$ 1,680.00	$ 100.80	$ 1.18	$ 104.16	$ 24.36	$ 50.40	$ 50.40	$ 20.66	$ -	$ 4.20	$ 18.82	$ 50.90	$ 39.65	$ 465.53	$ 2,145.53
Pre-Event Lead/Utility OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Lead/Utility DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Cleaner	50	400.00	$ 20.00	$ 8,000.00	$ 480.00	$ 5.60	$ 496.00	$ 116.00	$ 240.00	$ 240.00	$ 98.40	$ -	$ 20.00	$ 89.60	$ 242.40	$ 188.80	$ 2,216.80	$ 10,216.80
Pre-Event Cleaner OT/Holiday	-	-	$ 30.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Cleaner DT	-	-	$ 40.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Supervisor	10	80.00	$ 22.00	$ 1,760.00	$ 105.60	$ 1.23	$ 109.12	$ 25.52	$ 52.80	$ 52.80	$ 21.65	$ -	$ 4.40	$ 19.71	$ 53.33	$ 41.54	$ 487.70	$ 2,247.70
Event Supervisor OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Supervisor DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Lead/Utility	15	120.00	$ 21.00	$ 2,520.00	$ 151.20	$ 1.76	$ 156.24	$ 36.54	$ 75.60	$ 75.60	$ 31.00	$ -	$ 6.30	$ 28.22	$ 76.36	$ 59.47	$ 698.29	$ 3,218.29
Event Lead/Utility OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Lead/Utility DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Cleaner	150	1,200.00	$ 20.00	$ 24,000.00	$ 1,440.00	$ 16.80	$ 1,488.00	$ 348.00	$ 720.00	$ 720.00	$ 295.20	$ -	$ 60.00	$ 268.80	$ 727.20	$ 566.40	$ 6,650.40	$ 30,650.40
Event Cleaner OT/Holiday	-	-	$ 30.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Cleaner DT	-	-	$ 40.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Supervisor	15	120.00	$ 22.00	$ 2,640.00	$ 158.40	$ 1.85	$ 163.68	$ 38.28	$ 79.20	$ 79.20	$ 32.47	$ -	$ 6.60	$ 29.57	$ 79.99	$ 62.30	$ 731.54	$ 3,371.54
Post-Event Supervisor OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Supervisor DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Lead/Utility	67	536.00	$ 21.00	$ 11,256.00	$ 675.36	$ 7.88	$ 697.87	$ 163.21	$ 337.68	$ 337.68	$ 138.45	$ -	$ 28.14	$ 126.07	$ 341.06	$ 265.64	$ 3,119.04	$ 14,375.04
Post-Event Lead/Utility OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Lead/Utility DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Cleaner	200	1,600.00	$ 20.00	$ 32,000.00	$ 1,920.00	$ 22.40	$ 1,984.00	$ 464.00	$ 960.00	$ 960.00	$ 393.60	$ -	$ 80.00	$ 358.40	$ 969.60	$ 755.20	$ 8,867.20	$ 40,867.20
Post-Event Cleaner OT/Holiday	-	-	$ 30.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Cleaner DT	-	-	$ 40.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Event Labor (Regular)	522	4,176.00		$ 84,736.00	$ 5,084.16	$ 59.32	$ 5,253.63	$ 1,228.67	$ 2,542.08	$ 2,542.08	$ 1,042.25	$ -	$ 211.84	$ 949.04	$ 2,567.50	$ 1,999.77	$ 23,480.35	$ 108,216.35
Base Event Labor (OT/Holiday)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Event Labor (DT)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	522	4,176.00		$ 84,736.00	$ 5,084.16	$ 59.32	$ 5,253.63	$ 1,228.67	$ 2,542.08	$ 2,542.08	$ 1,042.25	$ -	$ 211.84	$ 949.04	$ 2,567.50	$ 1,999.77	$ 23,480.35	$ 108,216.35

Profit (8%)	$ 6,778.88
Total Event Fee	$ 114,995.23

Exhibit B-1

Levi's Stadium - Event Billing Summary (Lower Bowl)

Position	*# of Staff*	*Hours*	*Hourly Wage*	*Monthly Wages*	*Federal Unemployment Tax (FUTA)*	*State Unemployment Tax (SUTA)*	*Social Security Tax (FICA)*	*Medicare Tax (FICA)*	*Worker's Compensation Insurance*	*General Liability Insurance*	*Background Checks*	*Health and Welfare*	*Vacation and Sick Time*	*Uniforms*	*Equipment and Supplies*	*Recruiting, Screening, Training, and Retention*	*Total Other Costs*	*Total Montly Costs*
Pre-Event Supervisor	5	40.00	$ 22.00	$ 880.00	$ 52.80	$ 0.62	$ 54.56	$ 12.76	$ 26.40	$ 26.40	$ 10.82	$ -	$ 2.20	$ 9.86	$ 26.66	$ 20.77	$ 243.85	$ 1,123.85
Pre-Event Supervisor OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Supervisor DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Lead/Utility	10	80.00	$ 21.00	$ 1,680.00	$ 100.80	$ 1.18	$ 104.16	$ 24.36	$ 50.40	$ 50.40	$ 20.66	$ -	$ 4.20	$ 18.82	$ 50.90	$ 39.65	$ 465.53	$ 2,145.53
Pre-Event Lead/Utility OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Lead/Utility DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Cleaner	36	288.00	$ 20.00	$ 5,760.00	$ 345.60	$ 4.03	$ 357.12	$ 83.52	$ 172.80	$ 172.80	$ 70.85	$ -	$ 14.40	$ 64.51	$ 174.53	$ 135.94	$ 1,596.10	$ 7,356.10
Pre-Event Cleaner OT/Holiday	-	-	$ 30.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pre-Event Cleaner DT	-	-	$ 40.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Supervisor	8	64.00	$ 22.00	$ 1,408.00	$ 84.48	$ 0.99	$ 87.30	$ 20.42	$ 42.24	$ 42.24	$ 17.32	$ -	$ 3.52	$ 15.77	$ 42.66	$ 33.23	$ 390.16	$ 1,798.16
Event Supervisor OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Supervisor DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Lead/Utility	10	80.00	$ 21.00	$ 1,680.00	$ 100.80	$ 1.18	$ 104.16	$ 24.36	$ 50.40	$ 50.40	$ 20.66	$ -	$ 4.20	$ 18.82	$ 50.90	$ 39.65	$ 465.53	$ 2,145.53
Event Lead/Utility OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Lead/Utility DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Cleaner	105	840.00	$ 20.00	$ 16,800.00	$ 1,008.00	$ 11.76	$ 1,041.60	$ 243.60	$ 504.00	$ 504.00	$ 206.64	$ -	$ 42.00	$ 188.16	$ 509.04	$ 396.48	$ 4,655.28	$ 21,455.28
Event Cleaner OT/Holiday	-	-	$ 30.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Event Cleaner DT	-	-	$ 40.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Supervisor	12	96.00	$ 22.00	$ 2,112.00	$ 126.72	$ 1.48	$ 130.94	$ 30.62	$ 63.36	$ 63.36	$ 25.98	$ -	$ 5.28	$ 23.65	$ 63.99	$ 49.84	$ 585.24	$ 2,697.24
Post-Event Supervisor OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Supervisor DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Lead/Utility	50	400.00	$ 21.00	$ 8,400.00	$ 504.00	$ 5.88	$ 520.80	$ 121.80	$ 252.00	$ 252.00	$ 103.32	$ -	$ 21.00	$ 94.08	$ 254.52	$ 198.24	$ 2,327.64	$ 10,727.64
Post-Event Lead/Utility OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Lead/Utility DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Cleaner	150	1,200.00	$ 20.00	$ 24,000.00	$ 1,440.00	$ 16.80	$ 1,488.00	$ 348.00	$ 720.00	$ 720.00	$ 295.20	$ -	$ 60.00	$ 268.80	$ 727.20	$ 566.40	$ 6,650.40	$ 30,650.40
Post-Event Cleaner OT/Holiday	-	-	$ 30.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Event Cleaner DT	-	-	$ 40.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Event Labor (Regular)	386	3,088.00		$ 62,720.00	$ 3,763.20	$ 43.90	$ 3,888.64	$ 909.44	$ 1,881.60	$ 1,881.60	$ 771.46	$ -	$ 156.80	$ 702.46	$ 1,900.42	$ 1,480.19	$ 17,379.71	$ 80,099.71
Base Event Labor (OT/Holiday)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Event Labor (DT)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	386	3,088.00		$ 62,720.00	$ 3,763.20	$ 43.90	$ 3,888.64	$ 909.44	$ 1,881.60	$ 1,881.60	$ 771.46	$ -	$ 156.80	$ 702.46	$ 1,900.42	$ 1,480.19	$ 17,379.71	$ 80,099.71

Profit (8%)	$ 5,017.60
Total Event Fee	$ 85,117.31

Exhibit B-1

Levi's Stadium - Parking Lot Billing Summary (Full Stadium)

Position	*# of Staff*	*Hours*	*Hourly Wage*	*Monthly Wages*	*Federal Unemployment Tax (FUTA)*	*State Unemployment Tax (SUTA)*	*Social Security Tax (FICA)*	*Medicare Tax (FICA)*	*Worker's Compensation Insurance*	*General Liability Insurance*	*Background Checks*	*Health and Welfare*	*Vacation and Sick Time*	*Uniforms*	*Equipment and Supplies*	*Recruiting, Screening, Training, and Retention*	*Total Other Costs*	*Total Montly Costs*
Supervisor	5	40.00	$ 23.00	$ 920.00	$ 55.20	$ 0.64	$ 57.04	$ 13.34	$ 46.00	$ 46.00	$ 50.32	$ -	$ 11.50	$ -	$ -	$ 36.80	$ 316.85	$ 1,236.85
Supervisor OT/Holiday	-	-	$ 34.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supervisor DT	-	-	$ 46.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lead/Utility	8	64.00	$ 22.00	$ 1,408.00	$ 84.48	$ 0.99	$ 87.30	$ 20.42	$ 70.40	$ 70.40	$ 77.02	$ -	$ 17.60	$ -	$ -	$ 56.32	$ 484.92	$ 1,892.92
Lead/Utility OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lead/Utility DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parking Picker	46	368.00	$ 21.00	$ 7,728.00	$ 463.68	$ 5.41	$ 479.14	$ 112.06	$ 386.40	$ 386.40	$ 422.72	$ -	$ 96.60	$ -	$ -	$ 309.12	$ 2,661.52	$ 10,389.52
Parking Picker OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parking Picker DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Parking Labor (Regular)	59	472.00		$ 10,056.00	$ 603.36	$ 7.04	$ 623.47	$ 145.81	$ 502.80	$ 502.80	$ 550.06	$ -	$ 125.70	$ -	$ -	$ 402.24	$ 3,463.29	$ 13,519.29
Base Parking Labor (OT/Holiday)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Parking Labor (DT)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	59	472.00		$ 10,056.00	$ 603.36	$ 7.04	$ 623.47	$ 145.81	$ 502.80	$ 502.80	$ 550.06	$ -	$ 125.70	$ -	$ -	$ 402.24	$ 3,463.29	$ 13,519.29

Equipment, Supplies, Uniforms Cost	$ 5,596.16
Profit (15.28%)	$ 1,537.28
Total Parking Fee	$ 20,652.73

Exhibit B-1

Levi's Stadium - Parking Lot Billing Summary (Lower Bowl)

Position	*# of Staff*	*Hours*	*Hourly Wage*	*Monthly Wages*	*Federal Unemployment Tax (FUTA)*	*State Unemployment Tax (SUTA)*	*Social Security Tax (FICA)*	*Medicare Tax (FICA)*	*Worker's Compensation Insurance*	*General Liability Insurance*	*Background Checks*	*Health and Welfare*	*Vacation and Sick Time*	*Uniforms*	*Equipment and Supplies*	*Recruiting, Screening, Training, and Retention*	*Total Other Costs*	*Total Montly Costs*
Supervisor	4	32.00	$ 23.00	$ 736.00	$ 44.16	$ 0.52	$ 45.63	$ 10.67	$ 36.80	$ 36.80	$ 40.26	$ -	$ 9.20	$ -	$ -	$ 29.44	$ 253.48	$ 989.48
Supervisor OT/Holiday	-	-	$ 34.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supervisor DT	-	-	$ 46.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lead/Utility	6	48.00	$ 22.00	$ 1,056.00	$ 63.36	$ 0.74	$ 65.47	$ 15.31	$ 52.80	$ 52.80	$ 57.76	$ -	$ 13.20	$ -	$ -	$ 42.24	$ 363.69	$ 1,419.69
Lead/Utility OT/Holiday	-	-	$ 33.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lead/Utility DT	-	-	$ 44.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parking Picker	38	304.00	$ 21.00	$ 6,384.00	$ 383.04	$ 4.47	$ 395.81	$ 92.57	$ 319.20	$ 319.20	$ 349.20	$ -	$ 79.80	$ -	$ -	$ 255.36	$ 2,198.65	$ 8,582.65
Parking Picker OT/Holiday	-	-	$ 31.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parking Picker DT	-	-	$ 42.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Parking Labor (Regular)	48	384.00		$ 8,176.00	$ 490.56	$ 5.72	$ 506.91	$ 118.55	$ 408.80	$ 408.80	$ 447.23	$ -	$ 102.20	$ -	$ -	$ 327.04	$ 2,815.81	$ 10,991.81
Base Parking Labor (OT/Holiday)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Base Parking Labor (DT)	-	-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	48	384.00		$ 8,176.00	$ 490.56	$ 5.72	$ 506.91	$ 118.55	$ 408.80	$ 408.80	$ 447.23	$ -	$ 102.20	$ -	$ -	$ 327.04	$ 2,815.81	$ 10,991.81

Equipment, Supplies, Uniforms Cost	$ 4,549.94
Profit (15.28%)	$ 1,249.88
Total Parking Fee	$ 16,791.64

Exhibit B-1

Levi's Stadium - Equipment Summary

Equipment List (Amortized over 36 months per item)	*Year 1*	*Year 2*	*Year 3*
Vacuum - Standard Upright - 886E	$ 378.65	$ 757.30	$ 757.30
Upright Vac V-BP-6 6 Quart Backpack Vacuum	$ 210.41	$ 420.81	$ 420.81
E5 - Cord Electric 5-gallon Extractor	$ -	$ 824.74	$ 824.74
20" Dust Control Burnisher- 2000 RPM BR-2000-DC Model 2370	$ 414.88	$ 414.88	$ 414.88
T350 24" Disk, Insta-Click, Conventional, 220AH AGM Batteries	$ 3,669.94	$ 3,669.94	$ 3,669.94
Cold Water Pressure Washer HD Aluminum Series 3.4/35	$ 4,000.00	$ 8,000.00	$ 8,000.00
Tilt Truck Utility Duty 1.5 Cu Yd	$ 4,166.67	$ 4,166.67	$ 8,333.33
T12 Ride On Autoscrubber	$ 7,623.04	$ 7,623.04	$ 7,623.04
Freight	$ 1,068.50	$ 1,602.75	$ 2,137.00
Tax	$ 1,903.80	$ 2,497.71	$ 2,877.92
ANNUAL TOTALS	$ 23,435.88	$ 29,977.84	$ 35,058.96
MONTHLY TOTALS	$ 1,952.99	$ 2,498.15	$ 2,921.58

In the event the contract is terminated before the equipment is fully amortized, client will be invoiced for remaining amortization balance

EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit E** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars ($1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

6. Umbrella or excess liability insurance in the amount of four million dollars ($4,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above. Coverage under the umbrella/excess liability policy shall be at least as broad as the required primary commercial general liability, automobile liability, and employers liability policies.

7. If the work involves the transport, dissemination, use, or release of pollutants, Contractor shall procure pollution liability insurance, with policy limits of not less than $2,000,000 per claim and annual aggregate.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under required coverages 1, 2 and 4 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, City of Santa Clara, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability

be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

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

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

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

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

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

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

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

EXHIBIT E

CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Services on this Agreement.

Name of Contractor: _____

By: _____
Signature

_____
Name (Print)

_____
Title (Print)