FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

CONSTRUCTION CONTRACT

INSULATION CAPPING PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Stadium Manager on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing insulation sheeting (capping) related construction services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: Class C-2 - Insulation and Acoustical, Class A - General Engineering, or Class B - General Building.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Insulation Capping Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Procurement and Contract Process Integrity and Conflict of Interest Guidelines (Exhibit "G")

- Levi's Stadium Jobsite Rules (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2021 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than seven (7) calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected or submitted untimely, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions and/or Services/Schedule exhibits attached hereto (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 120 calendar days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Stadium Manager. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Stadium Manager will suffer damage.

3.3.2 Force Majeure. Neither Stadium Manager nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this Section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages the sum of one hundred dollars ($100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Stadium Manager agrees to pay Contractor the Total Contract Price of _____ Dollars ($_____.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Stadium Manager.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Stadium Manager will arrange for payment of the Total Contract Price upon completion and approval by Stadium Manager of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Stadium Manager will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Stadium Manager an itemized application for payment in the format supplied by the Stadium Manager indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence

which is required by this Contract and such other documentation as the Stadium Manager may require including, without limitation, the prevailing wage compliance documentation specified herein. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Stadium Manager and in such detail and form as the Stadium Manager shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Stadium Manager, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Deductions and Withholdings. In addition to Contract retentions, the Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; (11) the failure to comply with and timely submit all necessary prevailing wage compliance documentation as required under this Contract; and (12) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities

substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager at the time of payment. To the extent that title has not previously been vested in the Stadium Manager by reason of payments, full title shall pass to the Stadium Manager at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.9 Prevailing Wages. 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 Contract 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 (defined below) 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.

3.7.10 Apprenticeable Crafts. 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.

3.7.11 Hours of Work. 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.

3.7.12 Payroll Records. 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.

3.7.13 Contractor and Subcontractor Registration. 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. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.7.14 Proof of Compliance. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

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

3.7.14.2 DAS 142 Form (applicable if Total Contract Price is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Work involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications

are for Work involving an apprenticeable craft or trade classification not covered under the first application for payment.

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

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

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

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

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

3.7.15 Labor Compliance; Stop Orders. This Project 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 Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless

from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties for any alleged violations. In addition, Stadium Manager may seek damages from

Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. Stadium Manager shall further comply with all requirements specified in the Stadium Manager's Procurement and Contract Process Integrity and Conflict of Interest Guidelines, which are attached hereto as Exhibit "G" and incorporated herein by this reference. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Stadium Manager may be subject to certain provisions of the Health & Safety Code, Government Code, Public Contract

Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Stadium Manager permits, Contractor shall pay the Stadium Manager's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the

Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. A “Claim” does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor’s request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16-point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

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

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code Section 12650 *et seq*.

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

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

3.10.4.2 Within 30 days of receipt of a claim, Stadium Manager may request in writing additional documentation supporting the claim or relating to defenses or claims Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor.

3.10.4.3 Stadium Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Stadium Manager shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Stadium Manager issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Stadium Manager and the Contractor sharing the associated costs equally. Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

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

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

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

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

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

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

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

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

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

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

Manager's failure to respond shall not waive Stadium Manager's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of Stadium Manager's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this Section that may be brought or instituted against the Indemnified Parties. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Indemnified Parties for the cost of any settlement paid by the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium

Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

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

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on

its behalf and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

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

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 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 that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal

law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Stadium

Manager all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Stadium Manager tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

[***INSERT CONTRACTOR NAME AND ADDRESS***]
Attn: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

STADIUM MANAGER:

Forty Niners Stadium Management Company LLC
4900 Marie DeBartolo Way
Santa Clara, CA 95054
Attn: [***INSERT STADIUM MANAGER REP. NAME AND TITLE***]

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to

interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Levi's Stadium Jobsite Rules. Contractor and its subcontractors of every tier and their officers, employees, workers, consultants, volunteers, agents shall comply with the Levi's Stadium Jobsite Rules attached hereto as Exhibit "H" and incorporated herein by this reference. Failure to comply with the Levi's Stadium Jobsite Rules may lead to dismissal of any violating parties from the Project site. Contractor shall be solely responsible for any time and cost impacts arising out of any failure to comply with the Levi's Stadium Jobsite Rules.

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND [*INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM
MANAGEMENT COMPANY LLC

By: _____
[INSERT NAME]
[INSERT TITLE]

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

Printed Name:_____

License No.:_____

EXHIBIT "A"

SERVICES / SCHEDULE

Insulation Capping Project

1.1 SUMMARY

1.1.1 Contractor to furnish and install new insulation sheeting above concourse and concession areas, as described herein, at Levi's Stadium where the existing sheeting is separating from the existing insulation. The existing insulation will remain in place, but new sheeting will be installed to improve the appearance and extend the life of the existing insulation.

1.1.2 Contractor shall furnish and install new insulation sheeting (also known as "Capping") on approximately 61,996 SF of existing exposed Thermafiber Versa Board above the 300 level concourse. The current facing on the existing Thermafiber Versa Board is delaminating, which is causing an unsightly condition. The current Thermafiber Versa Board was installed in 3-ft x 4-ft boards with 3-4 hangers per sheet. The new facing will use existing anchors to install Capping. Contractor shall use larger sheets of Capping as to cover several 3-ft x 4-ft boards with a single Capping sheet.

1.1.3 The Contractor shall provide all tools, materials, equipment, labor, project management and supervision necessary to complete the Project, including any necessary lifts or other access equipment to access the existing Thermafiber Versa Board. Contactor is responsible for obtaining all permits and approvals from authorities having jurisdiction as may be necessary to complete the Project.

1.1.4 The diagrams attached as Exhibit "A-1" indicate the location of the Work.

1.2 PERFORMANCE REQUIREMENTS

1.2.1 Contractor shall perform the following services:

1.2.1.1 Furnish and install Capping. Capping shall be WMP-50 BLACK polypropylene scrim with metallized polyester, or equal.

1.2.1.2 Capping must comply with ASTM E84 and UL 723 requirements and be a UL classified product.

1.2.1.3 Capping must meet or exceed the specifications described in Exhibit "A-2"

1.2.2 Contractor shall provide all access equipment and lifts necessary to complete the Project. There are several areas where Capping is required that are located over the top of concessions stands and restrooms. It is the responsibility of the Contractor to evaluate and select the proper type of lift and/or other means of access necessary to install all Capping.

1.2.3 Contractor shall determine the appropriate method for installing and securing the Capping material consistent with any applicable manufacturer requirements.

Existing hangars can be used so long as the Contractor uses reasonable means and methods to securely install the Capping material. Contractors may consider the use of additional washers or other equivalent methods to securely install the Capping material. Renderings and details of the existing Thermafiber VersaBoard are provided in Exhibit "A-1".

1.2.4 Contractor shall tape all seams and secure the edges of all Capping material. Contractor shall tape around all utility penetrations and all rips, cuts or other loose edges on the Capping material. Tape shall be an adhesive tape used primarily to seal and seam Capping material. The tape shall be recommended by the manufacturer for all weather installations. The tape shall have a tensile strength of 40 lbs/in or greater. The tape shall be black and match the color of the Capping material. Installation must provide a clean and aesthetic appearance and withstand high winds and rain.

1.2.5. Contractor shall clean-up work areas each day and following completion of Work. The Project site shall be maintained in a neat and orderly condition.

1.2.6. Contractor shall provide as-built and other Project documentation upon completion of Project.

1.2.7. Alternate installation methods of the Capping will be reviewed and approved if acceptable, at the sole discretion of the Stadium Manager.

1.3 SCHEDULE AND DELIVERY

1.3.1 Delivery and installation of materials is required within the Contract Time specified in the Contract Documents. The Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

1.3.2 The Project site is Levi's Stadium, which is located at the following address:

Levi's Stadium
4900 Marie P. DeBartolo Way
Santa Clara, CA 95054

1.4 SUBSTITUTION

1.4.1 Contractor may offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents including this Exhibit "A." Substitution requests, if any, shall be made within the time specified and otherwise in accordance with the requirements of the Contract. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor shall provide protection for all existing building components beneath and around the Work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at Contractor's sole

expense in a manner acceptable to and approved by Stadium Manager.

2.1.2 In all active work areas, Contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the Work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis.

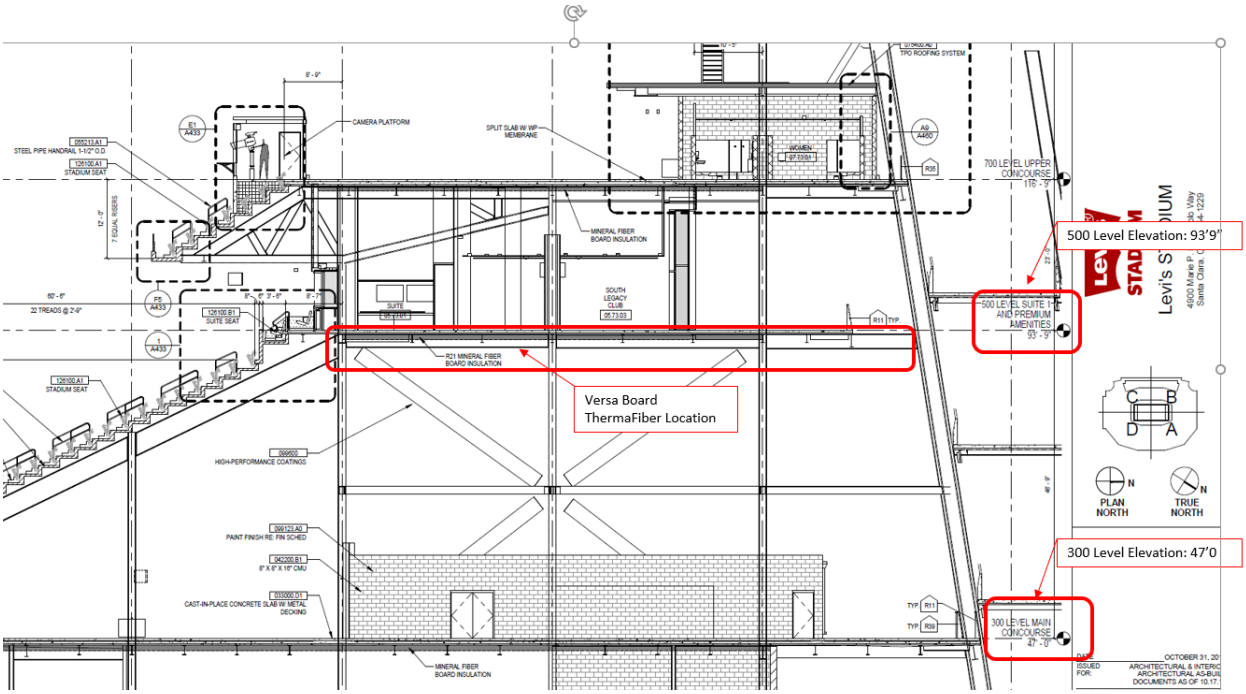
2.1.3 Cleaning and Protection

2.1.3.1 At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

2.1.3.2 Protect all adjacent surfaces as required by field conditions.

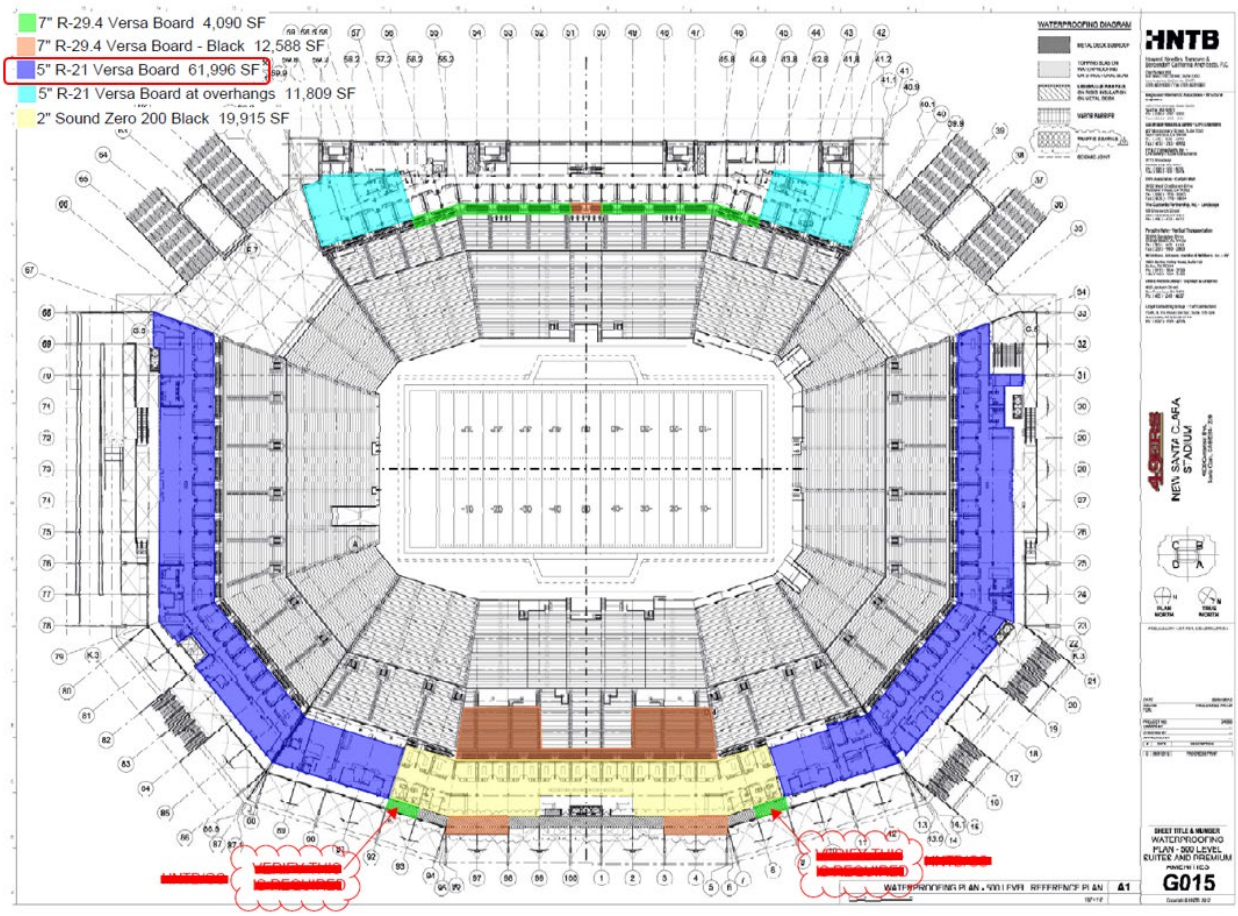
Exhibit "A-1"

Building Section shown below to provide representative elevations above concourse, concession and restroom facilities.

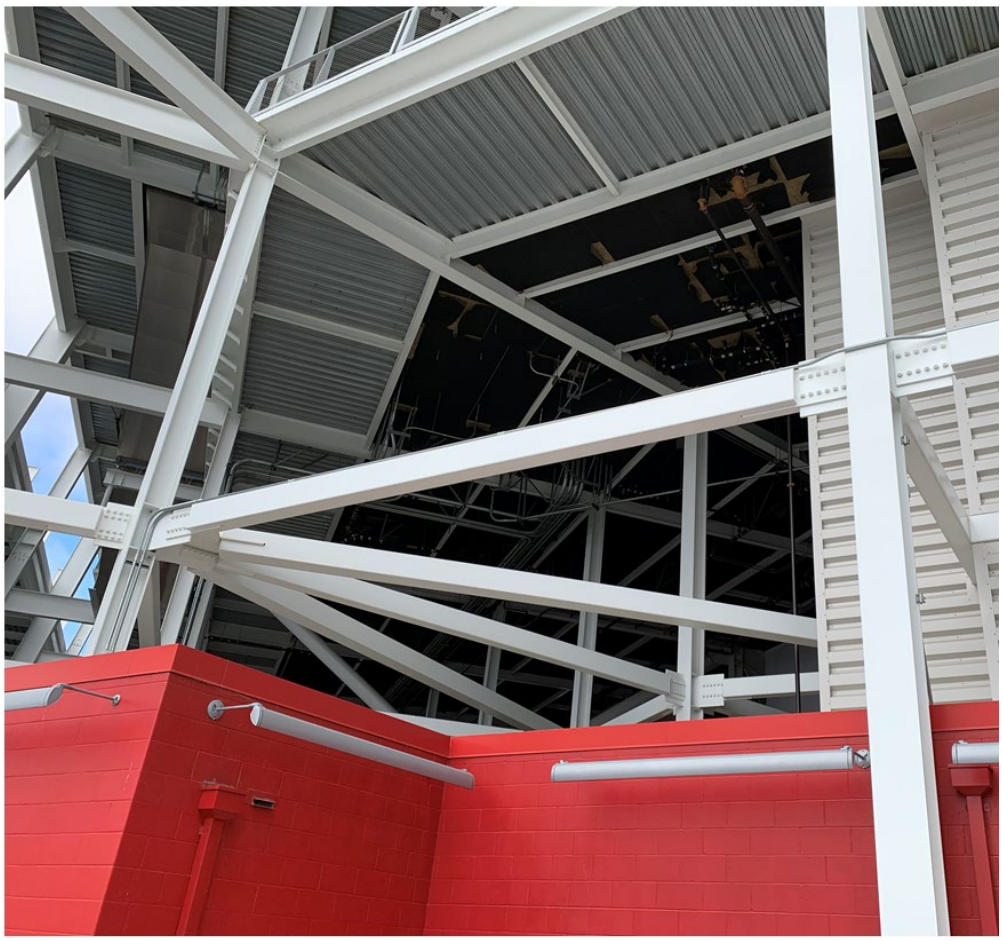


83666.00001\33224312.4

Layout drawing shown below to represent area of Capping installation (shown in purple) above concourse, concession and restroom facilities.



Existing Photos: Images below show the existing condition of the current capping sheets delaminating from the existing insulation.



FORTY
NINERS
SUPER BOWL
XXIX
JANUARY 29, 1995
49ERS VS. CHARGERS
49-26
123-101
226-201
Emergency Exit Gate D
Dignity Health First Aid
Zenni Zone
SUPER XXIV BOWL
JANUARY 28, 1990
49ERS VS. BRONCOS
55-10

10
JIMMY GAROPPOLO #10

Exhibit "A-2"

www.lamtec.com

LAMTEC®
CORPORATION

WMP-50 BLACK

BLACK COATING / POLYPROPYLENE / SCRIM / CORE / METALLIZED POLYESTER

Meets ASTM C1136, Type I, II, III, IV

FACING COMPOSITION	DESCRIPTION	VALUES (ENGLISH)	VALUES (METRIC)
Black Coated Film	Polypropylene	17.2 lbs / 3000 ft²	28 g / m²
Adhesive	Flame Resistant		
Reinforcing	Tri-directional Fiberglass/Polyester	5 / inch (MD) 5 / inch (XD)	20 / 100 mm (MD) 20 / 100 mm (XD)
Core	Proprietary	30 lbs / 3000 ft²	49 g / m²
Adhesive	Polymeric		
Film	Metallized Polyester	0.0005 inch	12.7 micron

PHYSICAL PROPERTIES	TEST METHOD	VALUES (ENGLISH)	VALUES (METRIC)
Basis Weight	Scale	34 lbs / 1000 ft²	166 g / m²
Permeance (WVTR)	ASTM E96 Procedure A	0.02 perm (grains/hr·ft²·in Hg)	1.15 ng / N·s
Bursting Strength	ASTM D774	120 psi	8.4 kg / cm²
Puncture Resistance	ASTM C1136	125 beach units	3.7 Joules
Tensile Strength	ASTM C1136	65 lbs/inch width (MD) 60 lbs/inch width (XD)	11.4 kN / m (MD) 10.5 kN / m (XD)
Caliper / Thickness	Micrometer	0.011 inch	279 micron
Accelerated Aging	30 Days @ 95% RH, 120°F (49°C)	No Corrosion No Delamination	No Corrosion No Delamination
Low Temperature Resistance	ASTM D1790 -40°F (-40°C)	Remains Flexible No Delamination	Remains Flexible No Delamination
High Temperature Resistance	4 hours @ 240°F (116°C)	Remains Flexible No Delamination	Remains Flexible No Delamination
Water Immersion	24 hours @ 73°F (23°C)	No Delamination	No Delamination
Mold Resistance	ASTM C665 / C1338	No Growth	No Growth
Dimensional Stability	ASTM D1204	0.25%	0.25%

FIRE TESTING

	ASTM E84 / UL 723		CAN ULC-S102M	
	Polypropylene Side	Polyester Side	Polypropylene Side	Polyester Side
Flame Spread	5	5	5	5
Smoke Developed	30	20	30	20

Physical Properties based upon statistical averages, Weight / Thickness +/- 10%

"LAMTEC" AND "WMP" ARE REGISTERED TRADEMARKS OF LAMTEC CORPORATION

5010 River Road Mount Bethel, Pennsylvania 18343-5610 U.S.A.
Phone: (570) 897-8200 Fax: (570) 897-6081 Web: www.lamtec.com

04/20

EXHIBIT “B”

PLANS AND SPECIFICATIONS

CONTRACTOR SHALL REFER TO EXHIBIT “A” – SERVICES/SCHEDULE FOR THE PROJECT PLANS AND SPECIFICATIONS.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

ARTICLE 2. STADIUM MANAGER'S REPRESENTATIVE DESIGNEE

For purposes of this Project, the Stadium Manager's Representative Designee shall be: Vice President, Stadium Operations and Strategic Planning

ARTICLE 3. LOCATION OF THE PROJECT

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

ARTICLE 4. SCHEDULE CONSTRAINTS

It is anticipated that the Contractor will be unable to perform Work on the Project site at least 48 hours prior to and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager. Specific known dates for these events at this time include the following dates:

Good Friday – April 15
Memorial Day - Last Monday in May
Juneteenth – June 20
Independence Day - July 4
Labor Day - First Monday in September

Contractor is assumed to have accounted for such events during the duration of the Project as part of its bid and may not claim any time or cost impacts and will not be granted any time extensions or additional compensation as a result of these events.

Contractor shall ensure that any Work performed on the Project site is scheduled with the Stadium Manager in advance.

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

ARTICLE 5. NOISE RESTRICTIONS

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

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

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

ARTICLE 6. SAFETY PROGRAMS

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

Stadium Manager has considered these safety programs when determining the Contract Time and no additional time or compensation will be added to the Contract due to these safety programs.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

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 Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate)

Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

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

(Telephone number of Surety and Agent or Representative for service of process in California) _____

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

83666.00001\33224312.4

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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EXHIBIT "G"

PROCUREMENT AND CONTRACT PROCESS INTEGRITY AND CONFLICT OF INTEREST GUIDELINES

1 PURPOSE

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

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

2 DEFINITIONS

2.1 PURCHASING MANAGER

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

2.2 ELECTED OFFICIAL

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

2.3 COUNCIL APPOINTEES

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

2.4 SOLICITATION

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

3 GENERAL PROVISIONS

3.1 COMMUNICATION PROTOCOL

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

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

3.1.3 After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement

contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

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

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

4 RESPONDENT'S CODE OF CONDUCT

By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

5 CONFIDENTIALITY DURING EVALUATION PROCESS

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

6 CONFLICT OF INTEREST

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

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

- authors of specifications
- paid and unpaid evaluators
- paid and unpaid consultants who assist in the procurement process

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

7 ALLEGATIONS OF CONFLICT OF INTEREST

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

8 ALLEGATIONS OF MISCONDUCT

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

EXHIBIT "H"

LEVI'S STADIUM JOBSITE RULES

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

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e., glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. NO children (under 18 years old) are allowed on site.
12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium

Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

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

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

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

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third-party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

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