

AMENDMENT NO. 1

**TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR
CONTRACT 10051-B**

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

CUPERTINO ELECTRIC, INC.

1. Parties and Date.

This Amendment No. 1 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this *****INSERT DAY***** day of *****INSERT MONTH*****, 2022, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Cupertino Electric, Inc., a California corporation with its principal place of business at 1132 N. 7th Street, San Jose, CA 95112 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work

to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Seven Hundred Sixty-Four Thousand, Two Hundred Ninety-Eight Dollars (\$764,298) for the second year of the Contract term, and Two Hundred Fifty Thousand Dollars (\$250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO LEVI'S STADIUM ON-CALL
ELECTRICAL MAINTENANCE AND REPAIR CONTRACT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC
AND CUPERTINO ELECTRIC, INC. (10051-B)**

**FORTY NINERS STADIUM
MANAGEMENT COMPANY, LLC**

CUPERTINO ELECTRIC, INC.

Approved By:

Signature

Jim Mercurio
Executive Vice President &
General Manager

Name

Title

Date

Date