

AMENDMENT NO. 2
TO THE LEVI'S STADIUM ON-CALL PLUMBING AND MECHANICAL
MAINTENANCE AND REPAIR SERVICES CONTRACT
BETWEEN
THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC
AND
O.C. MCDONALD CO., INC.

1. Parties and Date.

This Amendment No. 2 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this 28 day of August, 2024, by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and O.C. McDonald Co., Inc., a California corporation with its principal place of business at 1150 W. San Carlos St., San Jose, CA 95126 ("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 Mechanical and Plumbing Maintenance and Repair Services Contract" ("Contract") for the purpose of retaining the services of Contractor to provide on-call stadium mechanical and plumbing maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Consultant desire to amend the Contract to extend the term, make corresponding changes to the not-to-exceed compensation amount, and adjust the rate schedule for the extended term.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Sections 3.3, 3.7.1, and 3.7.18 of the Contract. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Contract.

3. Terms.

3.1 Amendment: In accordance with Section 3.3 of the Contract, the Parties agree to extend the term of the Contract by one (1) additional year commencing September 7, 2024 and expiring September 6, 2025 ("First Extension Term").

3.2 Amendment: In accordance with Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Thousand Dollars (\$250,000)

for the First Extension Term ("First Extension Total Contract Price"). The First Extension Total Contract Price shall be billed at the rates specified in Exhibit "G-1" attached hereto and incorporated herein by reference. The total aggregate compensation amount under years one, two, three, and four of the Contract shall not exceed One Million Two Hundred Fifty Four Thousand Nine Hundred Twenty Two Dollars (\$1,254,922.00) without the approval of Stadium Manager.

3.3 Amendment: With respect to the First Extension Term, Exhibit "G" to the Contract is hereby deleted and replaced in its entirety with Exhibit "G-1", which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by Amendment No. 1 and this Amendment No. 2.

3.5 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. 2.

3.6 Severability. If any portion of this Amendment No. 2 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. 2 TO LEVI'S STADIUM ON-CALL
PLUMBING AND MECHANICAL MAINTENANCE AND REPAIR SERVICES
CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY
LLC AND O.C. MCDONALD CO., INC.**

**FORTY NINERS STADIUM
MANAGEMENT COMPANY LLC**

DocuSigned by:

D00025FBC0A74A3...
Francine Hughes
EVP & General Manager

9/3/2024

Date

O.C. MCDONALD CO., INC.

DocuSigned by:

69639E29504549F...
Matt McDonald
President

8/28/2024

Date

EXHIBIT “G-1”**FIRST EXTENSION RATE SCHEDULE**

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
A	Journeyman Level:	-	-	-	-
1	SHEET METAL WORKER – FOREMAN	\$212.00	\$318.00	\$318.00	\$424.00
2	SHEET METAL WORKER – SHOP	\$203.00	\$305.00	\$305.00	\$406.00
3	SHEET METAL WORKER – FIELD	\$203.00	\$305.00	\$305.00	\$406.00
4	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) – FOREMAN	\$212.00	\$318.00	\$318.00	\$424.00
5	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	\$203.00	\$305.00	\$305.00	\$406.00
6	UNDERGROUND UTILITY PIPEFITTER – FOREMAN	\$212.00	\$318.00	\$318.00	\$424.00
7	UNDERGROUND UTILITY PIPEFITTER	\$203.00	\$305.00	\$305.00	\$406.00
B	Apprentice Level:	-	-	-	-
1	SHEET METAL WORKER - 4TH PERIOD	\$109.00	\$163.00	\$163.00	\$218.00
2	SHEET METAL WORKER - 5TH PERIOD	\$114.00	\$148.00	\$148.00	\$180.00
3	SHEET METAL WORKER - 6TH PERIOD	\$116.00	\$152.00	\$152.00	\$186.00
4	SHEET METAL WORKER - 7TH PERIOD	\$121.00	\$160.00	\$160.00	\$195.00
5	SHEET METAL WORKER - 8TH PERIOD	\$124.00	\$165.00	\$165.00	\$202.00
6	SHEET METAL WORKER - 9TH PERIOD	\$133.00	\$178.00	\$178.00	\$220.00
7	SHEET METAL WORKER - 10TH PERIOD	\$144.00	\$216.00	\$216.00	\$288.00
8	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 4TH PERIOD	\$109.00	\$163.00	\$163.00	\$218.00
9	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 5TH PERIOD	\$114.00	\$148.00	\$148.00	\$180.00
10	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 6TH PERIOD	\$116.00	\$152.00	\$152.00	\$186.00
11	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 7TH PERIOD	\$121.00	\$160.00	\$160.00	\$195.00
12	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 8TH PERIOD	\$124.00	\$165.00	\$165.00	\$202.00
13	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 9TH PERIOD	\$133.00	\$178.00	\$178.00	\$220.00

	Billable Labor Rates	Straight Time Weekday	Daily	Saturday	Sunday & Holiday
14	PLUMBER, STEAMFITTER, REFRIGERATION, (HVAC) - 10TH PERIOD	\$144.00	\$216.00	\$216.00	\$288.00
15	UNDERGROUND / UTILITY PIPEFITTER - 4th PERIOD	\$109.00	\$163.00	\$163.00	\$218.00
16	UNDERGROUND / UTILITY PIPEFITTER - 5th PERIOD	\$114.00	\$148.00	\$148.00	\$180.00
17	UNDERGROUND / UTILITY PIPEFITTER - 6th PERIOD	\$116.00	\$152.00	\$152.00	\$186.00
18	UNDERGROUND / UTILITY PIPEFITTER - 7th PERIOD	\$121.00	\$160.00	\$160.00	\$195.00
19	UNDERGROUND / UTILITY PIPEFITTER - 8th PERIOD	\$124.00	\$165.00	\$165.00	\$202.00
20	UNDERGROUND / UTILITY PIPEFITTER - 9th PERIOD	\$133.00	\$178.00	\$178.00	\$220.00
21	UNDERGROUND / UTILITY PIPEFITTER - 10th PERIOD	\$144.00	\$216.00	\$216.00	\$288.00
C	Laborer Level:	-	-	-	-
1	Laborer – FOREMAN	\$212.00	\$318.00	\$318.00	\$424.00
2	Laborer	\$144.00	\$216.00	\$216.00	\$288.00
D	Operating Engineer Level:	-	-	-	-
1	OPERATING ENGINEER – FOREMAN	\$212.00	\$318.00	\$318.00	\$424.00
2	OPERATING ENGINEER	\$203.00	\$305.00	\$305.00	\$406.00
E	Service Call Fee per Emergency Call / Repair (Per Incident, if applicable) - \$80.00				
F	Materials & Consumables Mark-Up from Actual Cost to Contractor is 18%				
G	Equipment Rentals Mark-Up from Actual Cost to Contractor is 15%				

1. Billable Labor Rates

Contractor may request adjustments to the billable labor rates on each one-year anniversary during the initial three-year term of the agreement, plus any one year options to renew the agreement after the initial term. Contractor must demonstrate to the satisfaction of the Stadium Manager that a price increase is warranted. Price adjustments are subject to Stadium Manager's approval. Increases shall not exceed 3% annually, unless prevailing wage and/or union labor contracts increase by more than 3%.

2. Materials and Consumables

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's

“cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Contractor paid for said materials.
- c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

3. Equipment Rental

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

4. Permit Fees

All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

5. Payment and Performance Bond Fees

Payment and performance bond fees shall be pass through charges billed to the Stadium Manager for actual documented cost charged without markup.