

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
GENERAL SERVICES AGREEMENT
COMMAND POST WINDOW TREATMENT PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, 2021 by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“Stadium Manager”) and MGC Inc., DBA Mission Glass Company, a Corporation with its principal place of business at 200 Valley Drive, Unit 17, Brisbane, CA 94005 (“Contractor”). Stadium Manager and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain general services required by the Stadium Manager on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing window treatment 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. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Stadium Manager. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

Stadium Manager desires to engage Contractor to render such services for the Command Post Window Treatment project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the window treatment services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE*****, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Stadium Manager retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Stadium Manager and 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 of Services under this Agreement 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, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Stadium Manager shall respond to Contractor's submittals in a timely manner. Upon request of Stadium Manager, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Stadium Manager.

3.2.4 Stadium Manager's Representative. The Stadium Manager hereby designates Vice President, Stadium Operations and Strategic Planning, or his or her designee, to act as its representative for the performance of this Agreement ("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 Agreement. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with Stadium Manager staff in the performance of Services and shall be available to Stadium Manager's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards

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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 Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services 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 Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance

3.2.8.1 Performance Time. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Stadium Manager will suffer damage.

3.2.8.2 Force Majeure. Neither Stadium Manager nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, 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 Agreement. Contractor's exclusive remedy in the event of delay covered under this Section shall be a non-compensable extension of the Performance Time.

3.2.8.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages, and not as a penalty, the sum of \$100 per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the Stadium Manager. If Contractor disputes the Stadium Manager's decision, Contractor shall have such

remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 Project or the Services, 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 Services. If the 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 is 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 Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Stadium Manager or its representatives for inspection and copy at any time during normal business hours. The Stadium Manager shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Stadium Manager to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such

requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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.

3.2.10.6 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). Contractor shall specifically be aware of the CARB limits and requirements' 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.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, 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); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the Stadium Manager's 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.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Stadium Manager to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Indemnified Parties (defined below).

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. 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 this Section as they may relate to the Services provided under this Agreement. Upon request, Stadium Manager will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement 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.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the 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 Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) 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 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, 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. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit 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 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Stadium Manager. If such

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coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Stadium Manager evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Stadium Manager has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Stadium Manager will be promptly reimbursed by Contractor or the Stadium Manager may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Stadium Manager may suspend or terminate this Agreement.

(D) Additional Insured. Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects any party named as an additional insured pursuant to this Agreement, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the any party named as an additional insured pursuant to this Agreement, before the additional insured's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the additional insureds shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects any party named as an additional insured pursuant to this Agreement, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any

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insurance or self-insurance maintained by any party named as an additional insured pursuant to this Agreement shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this

Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Stadium Manager, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. 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, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers. All policies shall waive any right of subrogation of the insurer against any party named as an additional insured pursuant to this Agreement, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against any party named as an additional insured pursuant to this Agreement, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 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, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Stadium Manager that they have secured all insurance required under this Section. If requested by Contractor, the Stadium Manager may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the Stadium Manager shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage

at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Stadium Manager.

3.2.11.8 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Agreement 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 provided by the Stadium Manager if requested. 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.

3.2.11.9 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 Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the 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: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Stadium Manager during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Nine Thousand Four Hundred and Twenty-Five Dollars (\$9,425.00) without written approval of Stadium Manager or designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates work completed and hours of Services rendered by

Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Stadium Manager shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Stadium Manager.

3.3.4 Extra Work. At any time during the term of this Agreement, Stadium Manager may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Stadium Manager to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Stadium Manager's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Stadium Manager. Contractor

shall defend, indemnify and hold the Indemnified Parties (defined below) 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.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Stadium Manager may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to Stadium Manager, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Stadium Manager may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

MGC Inc., DBA Mission Glass Company
200 Valley Drive, Unit 17
Brisbane, CA 94005
Attn: Rachel Dallara, Operations Manager

Stadium Manager:

Forty Niners Stadium Management Company LLC
4900 Marie DeBartolo Way
Santa Clara, CA 95054
Attn: Ryan van Maarth, Vice President, Stadium Operations and
Strategic Planning

With copy to:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions 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, except for any claims, demands, causes of action, costs, expenses, liabilities, losses, damage or injuries arising through the sole negligence or willful misconduct of the Indemnified Parties.

3.5.2.2 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, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against the Indemnified Parties. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Stadium Manager or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding, except for any judgments, awards or decrees arising through the sole negligence or willful misconduct of the Indemnified Parties, or its officials, officers, employees, agents or independent contractors. 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, except for any costs of settlements arising through the sole negligence or willful misconduct of the Indemnified Parties. 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, except for any legal expenses and costs arising through the sole negligence or willful misconduct of the Indemnified Parties. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County, California. 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

Contract Number; XXXXX

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.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

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

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Stadium Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Stadium Manager include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. 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

Contract Number; XXXXX

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 Agreement, 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 Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Stadium Manager to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR GENERAL SERVICES AGREEMENT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
MGC INC., DBA MISSION GLASS COMPANY**

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

MGC INC., DBA MISSION GLASS COMPANY

By: _____
Jim Mercurio
Executive Vice President and
General Manager

By: _____
Its: _____
Printed Name: _____

EXHIBIT "A"
SCOPE/SPECIFICATIONS

Contractor shall furnish and install Llumar ATR-15 or "equal", to include any necessary accessories per the Llumar ATR-15 manufacturer specifications, which are included in Attachment A-1 for reference.

INSTALLATION

Contractor is responsible for the installation and material requirements per the manufacturer requirements. Contractor shall provide all tools, labor, materials, and accessories necessary to complete the installation per the manufacturer requirements.

Contractor shall install the solar control film over the entire window. A total of nine (9) windows will receive the solar control film installation. The window sizes are as follows:

DESCRIPTION	QUANTITY	WINDOW WIDTH	WINDOW HEIGHT
Window #1	One (1) Each	20-inches	128-inches
Window #2	Eight (8) Each	47-inches	128-inches

Contractor should note that the windows are installed above a counter, so the bottom height of the windows start at an elevation of 29-inches Above Finished Floor (AFF). Images of the windows with dimensions are shown in Attachment A-2 for reference. It is anticipated that the solar control film will be installed from the inside of room 08.41.01.

Contractor is required to deliver and install the materials at the Levi's Stadium, which is located at the following address:

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

SCHEDULE

Delivery and installation of materials is required within 60 calendar days from receipt of Agreement issued by Stadium Manager. Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

Guide Specifications

Section 08 87 13

EASTMAN

SOLAR-CONTROL FILMS

LLumar® Spectrally-Selective Series

Note: Click on "Show/Hide ¶" button to reveal "Specifier Notes" throughout section. Delete this text when editing is complete.

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS

- A. The General Conditions, Supplementary Conditions, and Division 01 – General Requirements apply.

1.2 SECTION INCLUDES

- A. Solar-control films.
- B. [Insert item description.]

1.3 RELATED SECTIONS

- A. Section 08 80 00 - Glazing: Substrate for application of solar-control film.
- B. Section [xxxxx] – [Section Title]: [Include brief description of work specified in another section that is related to the work of this section.]

1.4 REFERENCES

- A. ASTM International (ASTM):
 1. ASTM E903 - Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.

1.5 DEFINITIONS

- A. Spectrally-Selective Films: Film products that reduce solar heat gain by selectively reducing the transmission of near-infrared solar radiation more than reducing visible light. Films with a Light to Solar Heat Gain Ratio of above 1.00 are spectrally selective.

1.6 PERFORMANCE REQUIREMENTS

- A. Spectrally-selective solar-control film products shall help improve solar heat and UV reduction, glare reduction, privacy, fade protection, and aesthetic characteristics when applied to glass surfaces.
- B. Ultraviolet Transmission: Provide solar-control films with UV absorbing materials that limit the weighted UV Transmission to one (1) percent or less when measured according to ASTM E903.
- C. Provide solar-control films that do not have a masking sheet.

1.7 SUBMITTALS

Project Name
Project Location

Project Number
08-87-13

Date
Solar-control Films

- A. Submit under provisions of Section [01 33 00] [_____].
- B. Product Data: Submit for each product specified indicating:
 - 1. Performance properties.
 - 2. Preparation and installation instructions and recommendations.
 - 3. Storage and handling recommendations.
- C. Samples: For each type of solar-control film specified, two (2) samples, 12 inches square.
- D. Qualification Data: Submit documentation indicating qualifications of solar-control film manufacturer.
- E. Operation and Maintenance Data: Submit for solar-control film to include in maintenance manuals.
- F. Warranty: Submit sample special warranty specified in this section.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that has a minimum of 10 years of documented experience manufacturing solar-control films similar to be used for this project.
- B. Installer Qualifications: A firm that is authorized by solar-control film manufacturer to install film in accordance with guidelines set forth by the manufacturer.
- C. Source Limitations: Obtain each type of solar-control film from same manufacturer.
- D. Mock-ups: Build mock-ups to verify selections made under sample submittals and to evaluate surface preparation techniques and application workmanship.
 - 1. Construct mock-ups in the location and of the size indicated or, if not indicated, as directed by Architect.
 - 2. Approved mock-ups may become part of the completed work if undisturbed at time of Substantial Completion.
- E. Pre-installation Conference: Conduct conference at project site to discuss methods and procedures relating to installation of the solar-control films.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle materials in manufacturer's protective packaging.
- B. Store and protect materials according to manufacturer's written recommendations to prevent damage from condensation, temperature changes, direct exposure to sun, or other causes.

1.10 SITE CONDITIONS

- A. Ambient Conditions: Maintain temperature, humidity, and ventilation within limits recommended by manufacturer.

1.11 LIMITED WARRANTY

- A. Manufacturer's Limited Warranty: Certain restrictions apply. The Manufacturer's Limited Warranty can be viewed in full by [clicking here](#).

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: The design for spectrally-selective solar-control films is based on LLumar® Spectrally-Selective Series Solar-Control Films manufactured by an Eastman Performance Films, LLC, 575 Maryville Centre Drive, St. Louis, Missouri 63141; Telephone: 800-851-7781 (Option 2); <https://northamerica.llumar.com/contact-llumar>; Web Site: www.llumar.com.
- B. Representative: [Insert contact information.]
- C. Substitutions will be considered, subject to compliance with requirements of this section, under provisions of Section 01 60 00.

2.2 SOLAR-CONTROL FILMS

- A. Solar-control Film: Vista™ by LLumar® Spectrally-Selective Performance VS20SRCDF Film with the following performance characteristics when applied to the interior surface of single-pane, 1/4-inch clear glass:

% Total Solar Transmittance	13
% Total Solar Reflectance	45
% Total Solar Absorptance	42
% Visible Light Transmission	23
% Visible Light Reflection – Exterior	45
% Visible Light Reflection – Interior	35
Winter U-Value	0.85
Shading Coefficient	0.27
% Ultraviolet Ray Protection (300nm-380nm)	>99
Emissivity	0.52
Solar Heat Gain Coefficient	0.24
% Total Solar Energy Rejected	76
Light-to-Solar Heat Gain Ratio	0.96
% Summer Solar Heat Reduction	71
% Winter Heat Loss Reduction	17
% Glare Reduction	74
Thickness without Liner	50 μ - 2mil
Film Color	Neutral

- B. Solar-control Film: Vista™ by LLumar® Spectrally-Selective Performance VS30SRCDF Film with the following performance characteristics when applied to the interior surface of single-pane, 1/4-inch clear glass:

% Total Solar Transmittance	16
% Total Solar Reflectance	44
% Total Solar Absorptance	40
% Visible Light Transmission	28
% Visible Light Reflection – Exterior	42
% Visible Light Reflection – Interior	38
Winter U-Value	0.86
Shading Coefficient	0.30
% Ultraviolet Ray Protection (300nm-380nm)	>99
Emissivity	0.53
Solar Heat Gain Coefficient	0.26
% Total Solar Energy Rejected	74
Light-to-Solar Heat Gain Ratio	1.08
% Summer Solar Heat Reduction	68
% Winter Heat Loss Reduction	17
% Glare Reduction	68
Thickness without Liner	50 μ - 2mil
Film Color	Neutral

- C. Solar-control Film: Vista™ by LLumar® Spectrally-Selective Performance VS50SRCDF Control Film with the following performance characteristics when applied to the interior surface of single-pane, 1/4-inch clear glass:

% Total Solar Transmittance	30
% Total Solar Reflectance	35
% Total Solar Absorptance	35
% Visible Light Transmission	50
% Visible Light Reflection – Exterior	29
% Visible Light Reflection – Interior	24
Winter U-Value	0.86
Shading Coefficient	0.44
% Ultraviolet Ray Protection (300nm-380nm)	>99
Emissivity	0.54
Solar Heat Gain Coefficient	0.39
% Total Solar Energy Rejected	61
Light-to-Solar Heat Gain Ratio	1.28
% Summer Solar Heat Reduction	52
% Winter Heat Loss Reduction	17
% Glare Reduction	43
Thickness without Liner	50 μ - 2mil
Film Color	Neutral

- D. Solar-control Film: Vista™ by LLumar® Spectrally-Selective Series VS60SRCDF Film with the following performance characteristics when applied to the interior surface of single-pane, 1/4-inch clear glass:

% Total Solar Transmittance	34
% Total Solar Reflectance	24
% Total Solar Absorptance	42
% Visible Light Transmission	66
% Visible Light Reflection – Exterior	10
% Visible Light Reflection – Interior	10
Winter U-Value	0.87
Shading Coefficient	0.52
% Ultraviolet Ray Protection (300nm-380nm)	>99
Emissivity	0.55
Solar Heat Gain Coefficient	0.45
% Total Solar Energy Rejected	55
Light-to-Solar Heat Gain Ratio	1.47
% Summer Solar Heat Reduction	45
% Winter Heat Loss Reduction	16
% Glare Reduction	25
Thickness without Liner	56 μ - 2mil
Film Color	Light Green

- E. Solar-control Film: Vista™ by LLumar® Spectrally-Selective Series VS61SRCDF Film with the following performance characteristics when applied to the interior surface of single-pane, 1/4-inch clear glass:

% Total Solar Transmittance	41
% Total Solar Reflectance	26
% Total Solar Absorptance	33
% Visible Light Transmission	59
% Visible Light Reflection – Exterior	22
% Visible Light Reflection – Interior	22
Winter U-Value	0.92
Shading Coefficient	0.57
% Ultraviolet Ray Protection (300nm-380nm)	>99
Emissivity	0.64
Solar Heat Gain Coefficient	0.50
% Total Solar Energy Rejected	50
Light-to-Solar Heat Gain Ratio	1.18
% Summer Solar Heat Reduction	39
% Winter Heat Loss Reduction	11
% Glare Reduction	33
Thickness without Liner	41 μ - 1.65il
Film Color	Neutral

- F. Solar-control Film: Vista™ by LLumar® Spectrally-Selective Series VS70SRCDF Film with the following performance characteristics when applied to the interior surface of single-pane, 1/4-inch clear glass:

% Total Solar Transmittance	36
% Total Solar Reflectance	22
% Total Solar Absorptance	42
% Visible Light Transmission	69
% Visible Light Reflection – Exterior	8
% Visible Light Reflection – Interior	8
Winter U-Value	0.87
Shading Coefficient	0.54
% Ultraviolet Ray Protection (300nm-380nm)	>99
Emissivity	0.55
Solar Heat Gain Coefficient	0.47
% Total Solar Energy Rejected	53
Light-to-Solar Heat Gain Ratio	1.47
% Summer Solar Heat Reduction	43
% Winter Heat Loss Reduction	16
% Glare Reduction	22
Thickness without Liner	56 μ - 2mil
Film Color	Light green

2.3 SOLAR-CONTROL FILM ACCESSORIES

- A. General: Provide accessories either manufactured by or acceptable to solar-control film manufacturer for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Adhesive: Films with CDF designation utilize a water- activated, dry-adhesive system that forms a molecular bond between the film and glass. Films with a PS designation utilize a pressure-sensitive adhesive which is activated by pressure and water. It is characterized by its permanently tacky nature and its installation ease. Protect adhesive from contamination by applying a release liner that will be removed and discarded at installation.
- C. Cleaners, Primers, and Sealers: Types recommended by solar-control film manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates for compliance with requirements and for conditions affecting performance of solar-control film including glass that is broken, chipped, cracked, abraded, or damaged in any way.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates thoroughly prior to installation. Provide additional scrubbing of perimeter area with X-100® solution.
- B. Prepare substrates using methods recommended by film manufacturer to achieve the best results for the substrate under project conditions.
- C. Protect window frames and surrounding surfaces to prevent damage during installation.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's written instructions.
- B. Install with no gaps or overlaps.
- C. If seamed, make seams non-overlapping.
- D. Do not remove release liner from film until just before each piece of film is cut and ready for installation.
- E. Custom cut to the glass with neat, square corners and edges to within 1/8-inch of the window frame. **Use Film-On solution for the application of all spectrally-selective films. Do not use X-100 solution.**
- F. Remove air bubbles, blisters, and other defects. Be careful to remove "fingers" to eliminate any contamination or excess water pockets. It is crucial to remove as much water as possible during installation.

3.4 FIELD QUALITY CONTROL

- A. After installation, view film from a distance of 10 feet against a bright uniform sky or background. Film shall appear uniform in appearance with no visible streaks, wrinkles, banding, thin spots or pinholes.
- B. If installed film does not meet these criteria, remove and replace with new film.

3.5 CLEANING AND PROTECTION

- A. Remove excess mounting solution at finished seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended by solar-control film manufacturer.
- C. Replace films that cannot be cleaned.
- D. Protect installed products until completion of project.
- E. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

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For inquiries inside the U.S. and Canada
Eastman Chemical Company
Advanced Materials - Performance Films
P.O. Box 5068
Martinsville, Virginia 24115
1-800-2LLUMAR
www.llumar.com

For inquiries outside the U.S. and Canada
Contact your regional technical services
representative or visit www.llumar.com.

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referenced herein with a ™ or ® symbol are trademarks of Eastman
Chemical Company or its subsidiaries. All other trademarks are the
property of their respective owners. All rights reserved. No liability is
accepted for errors. (09/19)

Project Name
Project Location

Project Number
09-87-13

Date
Solar-control Films

WINDOW FILM PERFORMANCE DATA | Automotive: North America



	% Visible Light Transmission	% Total Solar Energy Rejection	% IR Energy Rejection (IRER)*	% Selective IR Rejection (SIR)***	% Ultraviolet Protection (wavelengths 300-380nm)	% Glare Reduction***	% Visible Light Reflection
ATC Series (Color-Stable Dyed Window Tint)		For good heat rejection, privacy and style					
ATC 05 CH SR HPR (Charcoal)	5	44	22	29	>99	94	5
ATC 15 CH SR HPR (Charcoal)	18	40	22	29	>99	79	5
ATC 20 CH SR HPR (Charcoal)	25	38	22	29	>99	72	6
ATC 30 CH SR HPR (Charcoal)	33	36	22	29	>99	63	6
ATC 35 CH SR HPR (Charcoal)	38	35	22	29	>99	57	6
ATC 40 CH SR HPR (Charcoal)	43	33	22	28	>99	51	6
ATC 50 CH SR HPR (Charcoal)	60	28	22	28	>99	32	7
ATR Series (Metalized Window Tint)		For great heat rejection with a slightly reflective look					
ATR 05 CH SR HPR (Charcoal)	5	61	54	68	>99	94	6
ATR 15 CH SR HPR (Charcoal)	18	48	38	51	>99	80	5
ATR 20 CH SR HPR (Charcoal)	25	47	39	52	>99	71	6
ATR 30 CH SR HPR (Charcoal)	34	44	38	51	>99	61	7
ATR 35 CH SR HPR (Charcoal)	37	44	40	53	>99	59	8
ATR 40 CH SR HPR (Charcoal)	46	41	38	51	>99	48	8
ATR 50 CH SR HPR (Charcoal)	53	35	29	37	>99	40	9
CTX* Series (Ceramic Window Tint)		For excellent heat rejection without blocking electronic signal transmission					
CTX 05 CH SR HPR (Charcoal)	5	60	55	79	>99	94	5
CTX 15 CH SR HPR (Charcoal)	20	53	49	69	>99	78	5
CTX 25 CH SR HPR (Charcoal)*	28	50	47	67	>99	69	5
CTX 30 CH SR HPR (Charcoal)	34	49	48	68	>99	62	6
CTX 35 CH SR HPR (Charcoal)	37	48	48	69	>99	58	6
CTX 40 CH SR HPR (Charcoal)	44	47	49	69	>99	50	6
CTX 50 CH SR HPR (Charcoal)	55	43	48	68	>99	37	7
IRX™ Series (Infrared-Rejecting Ceramic Window Tint)		For our best heat rejection, advanced nanoceramic IR-blocking technology, and no sacrifices					
IRX 05 CH SR HPR (Charcoal)*	5	62	59	85	>99	94	5
IRX 15 CH SR HPR (Charcoal)*	20	59	61	88	>99	77	5
IRX 25 CH SR HPR (Charcoal)*	26	58	61	88	>99	70	5
IRX 30 CH SR HPR (Charcoal)*	32	56	60	87	>99	64	6
IRX 35 CH SR HPR (Charcoal)*	38	54	60	87	>99	56	6
IRX 40 CH SR HPR (Charcoal)*	41	52	60	87	>99	54	6
IRX 50 CH SR HPR (Charcoal)*	53	49	60	87	>99	40	7
AIR Series (Clear Window Film)		For virtually invisible, ceramic protection against heat and harmful UV rays					
AIR 80 BL SR HPR (Clear)	77	43	60	86	>99	13	9
AIR 90 CL SR HPR (Clear)	84	30	40	57	>99	5	9
UV Protection (Clear Window Film)		For excellent UV protection without reduced visibility					
AU 85 UV SR HPR (Clear)	87	20	22	29	>99	1	10

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LLumar.com



*IRER is a more complete measurement of heat experienced from solar infrared radiation (780-2500nm) including absorbed and re-radiated energy. **SIR is a measurement of solar infrared radiation (780-2500nm) not directly transmitted through glass. †Based on data obtained during product development and is subject to change. Data captured using NFRC guidelines for single pane, nominal 1/4" (6mm) clear glass. Reported values are taken from representative product samples and are subject to normal manufacturing variances. Actual performance will vary based on a number of factors, including glass type and properties. ***These are calculated numbers which may differ between similar products due to averaging and rounding. See LLumar.com for technical details. ©2020 Eastman Performance Films, LLC. Product brands referenced herein with a ™ or ® symbol are trademarks of Eastman Chemical Company or its subsidiaries. All other trademarks are the property of their respective owners. All rights reserved. No liability is accepted for errors. L1749 (04/21)

ATTACHMENT A-2
SOLAR CONTROL WINDOW IMAGES

Image below represents the height of the window. This height is the same for all nine (9) windows that will receive the Solar Control Film

Height from top of window to bottom is 128 inches for all 9 windows.



Width of window from metal beam to ½" binding materials is 20 inches. Only applies for one window.



Image above represents the width of just one (1) of the windows that will receive the solar control film.

Width of window from ½" binding material to ½" binding material is 47 inches. Applies to 8 windows.



Image above represents the width of eight (8) of the windows that will receive the solar control film.

Height from floor to ceiling is 157 inches.



Image above represents the highest point Above Finished Floor (AFF) for all nine (9) windows. This information is provided for informational purposes only to assist the Contractor plan their installation.

Height from floor to start of window is 29 inches.



Image above represents the lowest point Above Finished Floor (AFF) for all nine (9) windows. This information is provided for informational purposes only to assist the Contractor plan their installation.

EXHIBIT "B"
SCHEDULE OF SERVICES

Contractor shall refer to Exhibit "A"

EXHIBIT "C"
COMPENSATION

Item No.	Description	Quantity	Unit Price (\$)	Total Price (\$)
1	Furnish and Installation of Windows Treatment Per Project Specifications in Exhibit "A"	1 LOT	\$9,425.00	\$9,425.00
		Subtotal:		\$9,425.00
		Grand Total:		\$9,425.00