

AMENDMENT NO. 1

**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. 1 to the Levi's Stadium On-Call Mechanical and Plumbing Maintenance and Repair Services Contract is made and entered into as of this 5th 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. Contractor will perform the Temporary Domestic Boiler Emergency Project ("Project") under the Contract. The Project requires a separate budget allocation to be added to the Contract. The Stadium Manager and Contractor desire to amend the Contract to establish the additional budget and not-to-exceed compensation amount allocated for the Project.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Sections 3.7.1 and 3.7.18 of the Contract.

3. Terms.

3.1 Amendment. Pursuant to Section 3.7.1 of the Contract, the Parties agree to establish a not-to-exceed compensation amount of Two Hundred Fifty Four Thousand Nine Hundred Twenty Two Dollars (\$254,922.00) for the Project ("Project Cost"), which amount shall supplement the existing Total Contract Price for year three of the Contract term. Payment of the Project Cost will be in accordance with and conditioned upon Stadium Manager's issuance of a task order for performance of the Project. The total aggregate compensation amount under years one, two, and three of the

Contract shall not exceed One Million Four Thousand Nine Hundred Twenty Two Dollars (\$1,004,922.00) without the approval of Stadium Manager.

3.2 Continuing Effect of Contract. Except as amended by this Amendment No. 1, all other provisions of the Contract 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 "Contract" appears in the Contract, it shall mean the Contract as amended by 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
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:

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Francine Hughes
EVP & General Manager

8/6/2024

Date

O.C. MCDONALD CO., INC.

DocuSigned by:

69639E29504549F...
Matt McDonald
Senior Vice President

8/6/2024

Date