



FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: April 2, 2026

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award - RFP-FY25-0087 for Levi's Stadium
On-Call General Contractor Services

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. (collectively, the "Agreements") to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi's Stadium for an initial term of three (3) years commencing April 1, 2026, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. The total aggregate amount payable under all agreements shall not exceed \$250,000 per contract year, \$750,000 over the initial three-year period, and \$1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority (SCSA) approving the applicable fiscal year's budget, including amounts due under the Agreements.
2. Approve a contingency in the amount of one hundred twenty-five thousand dollars (\$125,000), which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., \$250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations.
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of \$250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous

year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (c) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed \$1,506,408 – see Table 1 below for details.

4. Authorize the Stadium Manager to issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Reasons for Recommendation

Forty Niners Stadium Management Company LLC (Stadium Manager) is responsible for the year-round management, operations, and maintenance of Levi's Stadium, a 1.85-million-square-foot facility. Due to the size, age, and complexity of the stadium and its systems, Stadium Manager determined it is necessary to establish a pool of qualified contractors to provide repair, maintenance, and restoration services on an on-call as-needed basis.

Stadium Manager has not previously maintained on-call agreements with general contractors for as-needed repair, restoration, and maintenance services at Levi's Stadium; however, as the facility ages, the need for repair, restoration, and maintenance is expected to increase. General contractors can coordinate multiple trades, which is essential when responding to incidents such as fire damage, water intrusion from a burst pipe, or other conditions requiring immediate repair, restoration, and/or maintenance. Without a general contractor capable of coordinating multiple trades, Stadium Manager would need to independently procure and mobilize multiple trade providers, which could delay response times and increase the risk of additional damage and operational disruption.

For example, during the kitchen fire at Levi's Stadium, Stadium Manager needed to quickly engage a contractor who could coordinate the necessary trades to address water damage caused by the sprinkler system. Staff spent valuable time and resources identifying and securing a contractor capable of timely performing the necessary repair work – time that could be saved had there been an on-call contractor in place capable of responding expeditiously at pre-determined rates. Establishing on-call agreements will allow the Stadium Manager to mobilize qualified contractors more quickly and maintain better oversight of project scope, contractor qualifications, and pricing.

Maintaining agreements with three contractors allows Stadium Manager to obtain competitive quotes, match contractor expertise to project needs, and reduce the risk of delays by ensuring that at least one contractor is available to timely respond to repair, restoration, and maintenance needs including unexpected emergencies.

RFP Process:

On August 18, 2025, Stadium Manager issued a Request for Proposals (RFP) to select multiple qualified firms to provide on-call, as-needed, repair, restoration, and maintenance services at Levi's Stadium from appropriately qualified and licensed general contractors. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal. In addition to inviting firms from our established supplier list, Stadium Manager also invited suppliers registered on the portal with specific commodity codes that offer these services. On September 11, 2025, Stadium Manager conducted a non-mandatory Pre-Proposal Conference and site visit at the Stadium. On September 19, 2025, Addendum #1 to the RFP was issued, providing answers to proposer questions. The RFP closed on October 9, 2025, at 3:00 p.m. (PT).

Five proposals were received from the following firms by the RFP due date and time.

1. City Building, Inc. (City Building)
2. Devcon Construction, Inc. (Devcon)
3. Nation Restoration
4. Rudolph Commercial Interiors, Inc. (RCI)
5. SC Builders, Inc. (SC Builders)

Evaluation Process:

An evaluation committee (EC) consisting of subject matter experts from Stadium Manager was formed. An Evaluator's Guide outlining the roles and responsibilities was provided to each EC member. Each EC member executed the following forms:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. Nation Restoration was deemed non-responsive and therefore eliminated from the review process. Four other firms met the basic requirements of the RFP submissions.

Consensus scores were utilized to compute an “average score,” summarized below:

Evaluation Criteria	City Building	Devcon	RCI	SC Builders
Proposal Responsiveness	Pass	Pass	Pass	Pass
Firm Experience and Qualifications (40)	29.67	38.67	36.33	35.33
Organizational and Technical Capability (40)	30	38.67	35.33	35.33
Cost (20 Points)	10.83	11.50	20	16.96
Total	70.50	88.84	91.66	87.62

Devcon, RCI, and SC Builders (each, a “Vendor,” and collectively, the “Vendors”) were all determined to be within the competitive range, and each satisfied the requirements set forth in the RFP.

The Stadium Manager negotiated various rates and costs with each Vendor based on their specific proposals. This included obtaining competitive billable labor rates, along with percentage markups for materials, equipment rentals, subcontractors, and other costs. All business, legal, and cost discussions were conducted in accordance with Section 15 of the RFP.

Notice of Intended Award:

A notice of intended award (NOIA) was issued on March 16, 2026, announcing Stadium Manager’s recommended Vendors. The RFP process includes a ten-day protest period, which commenced with the issuance of the NOIA. No protests were received.

Submission of Post-Award Submittals:

Once Stadium Manager receives approval from the SCSA Board, the agreements will be executed by all parties, and a copy will be forwarded to the SCSA. Supporting documentation has been provided for review and approval.

Fiscal Impact:

The cost for this service is included in the proposed FY26/27 SCSA Budget under the Engineering Department’s Outside Services as a shared expense. As a shared stadium expense, the Stadium Authority is responsible for fifty percent (50%) of the cost of this service.

Although the Agreements will be executed with three vendors, the annual not-to-exceed compensation of \$250,000 will be calculated on an aggregate basis (not per vendor) each

year. Language in the agreements allows contractors to negotiate rate increases for contract years two through five (April 1, 2027 - March 31, 2031). Many of the labor positions covered by these agreements are unionized and subject to collective bargaining agreements that include built-in wage and fringe benefit escalation provisions set by the Department of Industrial Relations.

To address this, and to ensure consistent service levels across all contract years, a delegation of authority is requested, authorizing the Executive Director to approve contract amendments to adjust the rates and to increase the not-to-exceed amounts of the Agreements for contract years two through five by up to five percent (5%) over the prior year’s amounts. Any increase remains subject to available Stadium Authority budget appropriations.

Additionally, a contingency of up to \$125,000, equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amounts payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., \$250,000 per year x 5 years) is requested and may be used as necessary in any contract year to promptly address unexpected project and service costs, ensuring business continuity and completion of needed repair, restoration, and maintenance of Levi’s Stadium without disruption. Use of contingency funds is subject to Executive Director approval and appropriation of funds.

These Agreements do not guarantee any minimum amount of work for any Vendor. All services will be performed as needed through task orders issued by the Stadium Manager and within the approved budget.

The chart below summarizes the projected costs over the five-year term of the Agreements, assuming a five percent (5%) rate increase for contract years 2 through 5.

Table 1 Cost Summary

Description	“Combined” NTE
Year 1 (4/1/26-3/31/27)	\$250,000
Year 2 (4/1/27-3/31/28) + 5% increase	\$262,500
Year 3 (4/1/28-3/31/29) + 5% increase	\$275,625
Year 4 (4/1/29-3/31/30) + 5% increase	\$289,406
Year 5 (4/1/30-3/31/31) + 5% increase	\$303,877
Contingency	\$125,000
Total Not-to-Exceed Maximum Compensation	\$1,506,408