

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

CONSTRUCTION CONTRACT

**RUST PROTECTION MITIGATION PROJECT
BENT STEEL AT STADIUM PERIMETER – LEVEL 300**

1. PARTIES AND DATE.

This Contract is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR***** by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“Stadium Manager”) and R. Brothers Painting, Inc., a Corporation with its principal place of business at 707 W. Hedding Street, San Jose, CA 95110 (“Contractor”). Stadium Manager and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Stadium Manager on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing lighting related construction 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. The following license classifications are required for this Project: Class B - General Building or Class C-33 – Painting and Decorating

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Rust Protection Mitigation Project, Bent Steel at Stadium Perimeter – Level 300 (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Procurement and Contract Process Integrity and Conflict of Interest Guidelines (Exhibit “G”)

- Levi's Stadium Jobsite Rules (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2021 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than 7 calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected or submitted untimely, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

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The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions and/or Services/Schedule exhibits attached hereto (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 60 calendar days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Stadium Manager. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Stadium Manager will suffer damage.

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

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages the sum of \$100 per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the

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

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor 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 under this Contract 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, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Stadium Manager agrees to pay Contractor the Total Contract Price of [REDACTED] Dollars (\$[REDACTED].00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Stadium Manager.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Stadium Manager will arrange for payment of the Total Contract Price upon completion and approval by Stadium Manager of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Stadium Manager will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Stadium Manager an itemized application for payment in the format supplied by the Stadium Manager indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done

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and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Stadium Manager and in such detail and form as the Stadium Manager shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Stadium Manager, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Deductions and Withholdings. In addition to Contract retentions, the Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

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3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager at the time of payment. To the extent that title has not previously been vested in the Stadium Manager by reason of payments, full title shall pass to the Stadium Manager at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification,

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straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. 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.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.7.14 Proof of Compliance. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Proof of such compliance may include proof of Contractor and subcontractor registration with the Department of Industrial Relations, California certified payroll form A-131, statements of non-performance for work not undertaken at any point during the Project, DAS 140/142 forms for all apprenticeable crafts or trades, proper fringe benefits statements, and any other such documents that may be required under this Section 3.7. At any time during or subsequent to the full performance of the services under this Agreement, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce complete and adequate compliance records, subject to Stadium Manager and/or the Santa Clara Stadium Authority's satisfaction, prior to release of payment.

3.7.15 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, 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

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subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties 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.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work 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); local 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.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified

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Parties for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. 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 paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** 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 Contract or the Work, 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 Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. Stadium Manager shall further comply with all requirements specified in the Stadium Manager's Procurement and Contract Process Integrity and Conflict of Interest Guidelines, which are attached hereto as Exhibit "G" and incorporated herein by this reference. If 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

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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 Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Stadium Manager permits, Contractor shall pay the Stadium Manager's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 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). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to

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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.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work,

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and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code Section 12650 *et seq.*

3.10.4 Stadium Manager's Response. Upon receipt of a claim pursuant to this Section, Stadium Manager shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Stadium Manager issues its written statement.

3.10.4.1 If Stadium Manager needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Stadium Manager shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires

to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Stadium Manager may request in writing additional documentation supporting the claim or relating to defenses or claims Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor.

3.10.4.3 Stadium Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Stadium Manager's written response, or Stadium Manager fails to respond within the time prescribed, the Contractor may so notify Stadium Manager, in writing, either within 15 days of receipt of Stadium Manager's response or within 15 days of Stadium Manager's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Stadium Manager shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Stadium Manager shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Stadium Manager issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Stadium Manager and the Contractor sharing the associated costs equally. Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

3.10.6.3 Unless otherwise agreed to by Stadium Manager and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is

earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. 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 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. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. Stadium Manager's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Stadium Manager's failure to respond shall not waive Stadium Manager's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, 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, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct 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. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 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 covered by this Section that may be brought or instituted against the Indemnified Parties. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties as part of any such claim, suit, action or other proceeding. 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. 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract 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. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

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

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, 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. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident 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 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized

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volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) 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, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. 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, its officials, employees, agents and authorized volunteers.

3.13.5 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, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this

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Contract 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 supplied or approved by the Stadium Manager. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 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 Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of two years (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, 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, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("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 Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

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3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Stadium Manager all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Stadium Manager tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

R. Brothers Painting, Inc.
707 W. Hedding Street
San Jose, CA 95110
Attn: Rod Rodriguez, President
Valentin Rosas, Estimator

STADIUM MANAGER:

Forty Niners Stadium Management Company LLC
4900 Marie DeBartolo Way
Santa Clara, CA 95054
Attn: Ryan Van Maarth, VP of Stadium Operations & Strategic Planning

With copy to:

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

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium

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Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Levi's Stadium Jobsite Rules. Contractor and its subcontractors of every tier and their officers, employees, workers, consultants, volunteers, agents shall comply with the Levi's Stadium Jobsite Rules attached hereto as Exhibit "H" and incorporated herein by this reference. Failure to comply with the Levi's Stadium Jobsite Rules may lead to dismissal of any violating parties from the Project site. Contractor shall be solely responsible for any time and cost impacts arising out of any failure to comply with the Levi's Stadium Jobsite Rules.

3.17.14 Solicitation. 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 Contract. Further, Contractor warrants that it has not 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 Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. 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 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 Contract, 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 Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

Contract #: XXXXX

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

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

[SIGNATURES ON NEXT PAGE]

Contract #: XXXXX

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND R. BROTHERS PAINTING, INC.**

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

R. BROTHERS PAINTING, INC.

By: _____
Jim Mercurio
EVP & General Manager

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SERVICES / SCHEDULE

PURPOSE:

This Project requires preparing and painting existing steel structure along the 300 level concourse of Levi's Stadium. Rust stains are beginning to show on the existing steel at this location. This Project will apply paint to improve the aesthetic appearance and extend the useful life of the facility.

GENERAL:

1. All work shall be performed in accordance with the Contract Documents including, without limitation, the Sherwin-Williams specifications as provided in Exhibit "A-2".

BASE BID SCOPE:

1. Contractor shall prepare, prime, apply sealant and apply two finish coats to the bent steel between Column Line 96 and Column Line 5 (approximately 288 l.f.) as shown in Exhibit "A-1".
2. **Preparation / Pre-Primer Coat:** Contractor shall prepare steel for painting in accordance with SSPC 2 (hand tool) or SSPC 3 (power tool cleaning) standards to remove the existing coating of loose rust and mill scale from the steel in accordance with manufacturer recommendations.
3. **Pre-Primer Coat:** Contractor shall apply one coat of VpCI CorrVerter as recommended in the attached manufacturer specifications.
4. **Primer:** Contractor shall apply one primer coat of MAC 5000 WHT.
5. **Sealant:** Contractor shall apply a bead of Polyurethane (Loxon SI, SL1 Self-Leveling sealant) to the concrete and metal railing support to divert away water from the metal prior to applying finish coat.
6. **Finish:** Contractor shall apply two finish coats of Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating Ultradeep/Clear Tint Base of the custom manual match titled "49ERS WHITE".

ADDITIVE ALTERNATE BID ITEM NO. 1 SCOPE:

1. Additive Alternate No. 1 involves adding I-beam surfaces as shown in Exhibit "A-1" between Column Line 96 and Column Line 5 to the Project scope. Contractor shall prepare, prime, apply sealant and apply two finish coats to the additional I-beam surfaces as shown in Exhibit "A-1".
2. **Preparation / Pre-Primer Coat:** Contractor shall prepare steel for painting in accordance with SSPC 2 (hand tool) or SSPC 3 (power tool cleaning) standards to remove the existing coating of loose rust and mill scale from the steel in accordance with manufacturer recommendations.
3. **Pre-Primer Coat:** Contractor shall apply one coat of VpCI CorrVerter as recommended in the attached manufacturer specifications.
4. **Primer:** Contractor shall apply one primer coat of MAC 5000 WHT.
5. **Sealant:** Contractor shall apply a bead of Polyurethane (Loxon SI, SL1 Self-Leveling sealant) to the concrete and metal railing support to divert away water from the metal prior to applying finish coat.
6. **Finish:** Contractor shall apply two finish coats of Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating Ultradeep/Clear Tint Base of the custom manual match titled "49ERS WHITE".

ADJUSTMENT OF BID QUANTITIES:

Stadium Manager reserves the right to increase or delete actual quantities of work by up to 25% of the estimated quantities reflected in the bid schedules (base bid and alternate) without any change to the unit price costs bid and without liability of any kind at its sole discretion. Any additional work shall be of the same character as the work specified herein and will be located adjacent to or near the location of the work specified herein.

GENERAL REQUIREMENTS:

1. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.
2. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.
3. Cleaning and Protection
 - a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.
 - b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.
 - c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.
 - d. Protect all adjacent surfaces as required by field conditions.

MATERIALS:

1. Pre-primer coat shall be Sherwin-Williams 100501824 – CORRVERTER.
2. Primer shall be Sherwin-Williams I58W00020 – MAC 5000 WHT 1G.
3. Polyurethane Sealant shall be Sherwin Williams LX41L4143 – LOXON 1SL White 28.
4. Finish shall be Sherwin-Williams B66T00354 – Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating Ultradeep/Clear Tint Base.

INSTALLATION:

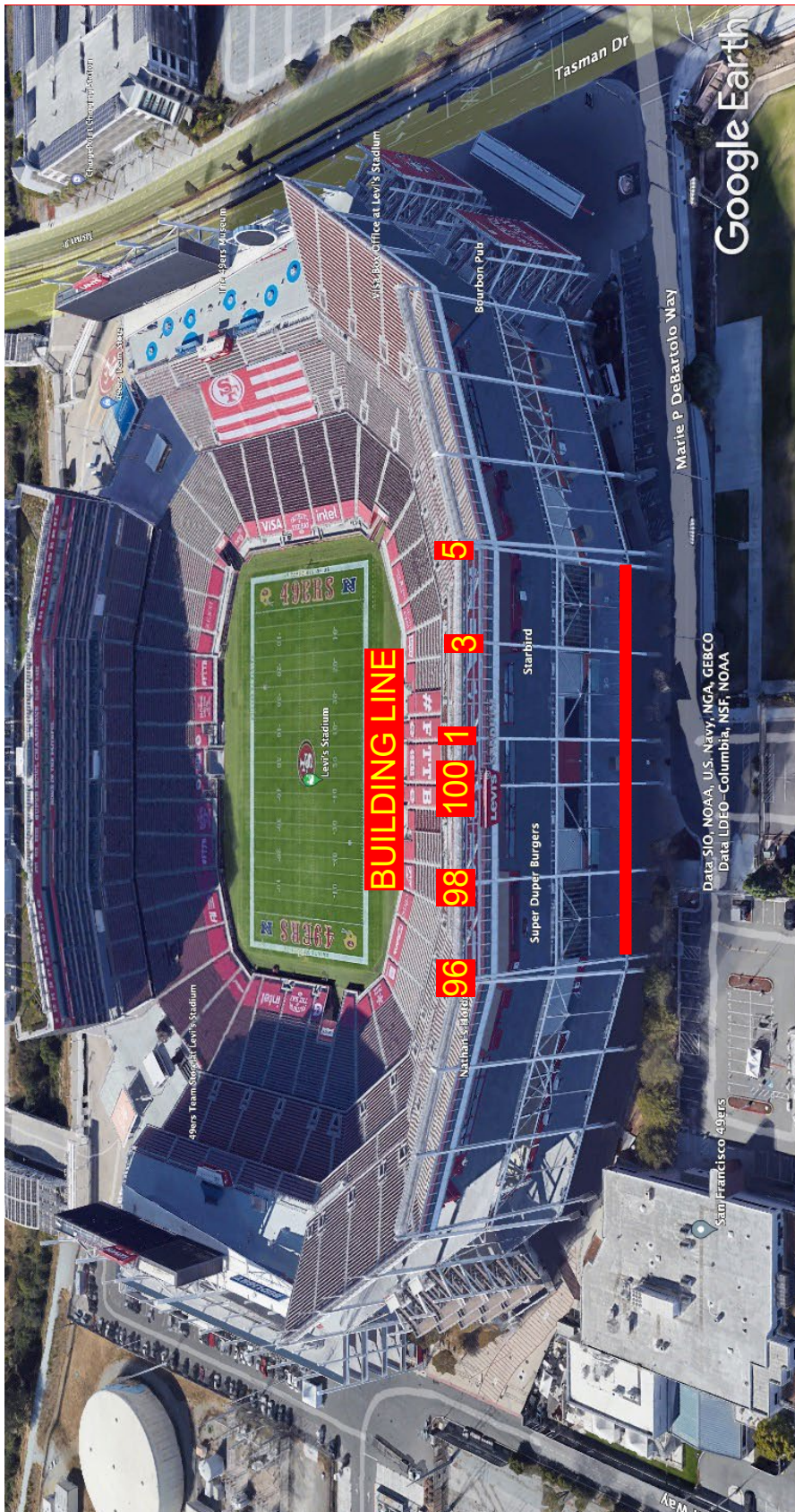
1. The Contractor is responsible for preparing all surfaces and supplying and applying all material required per the manufacturer requirements. Contractor shall provide all tools, labor, materials, and accessories necessary to complete the work per the manufacturer requirements.
2. The Project site is Levi's Stadium, which is located at the following address:

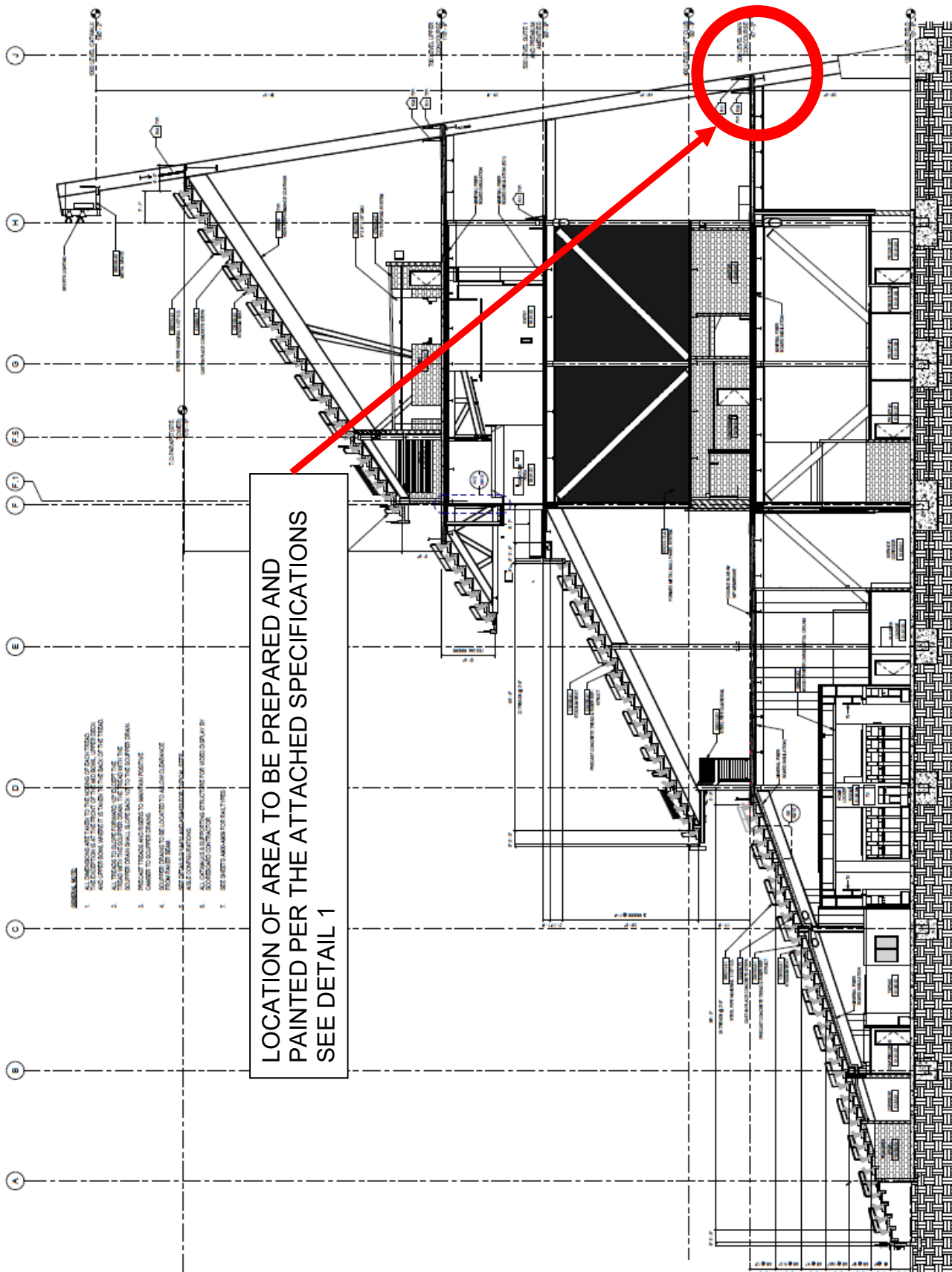
Levi's Stadium
4900 Marie P. DeBartolo Way
Santa Clara, CA 95054

SCHEDULE:

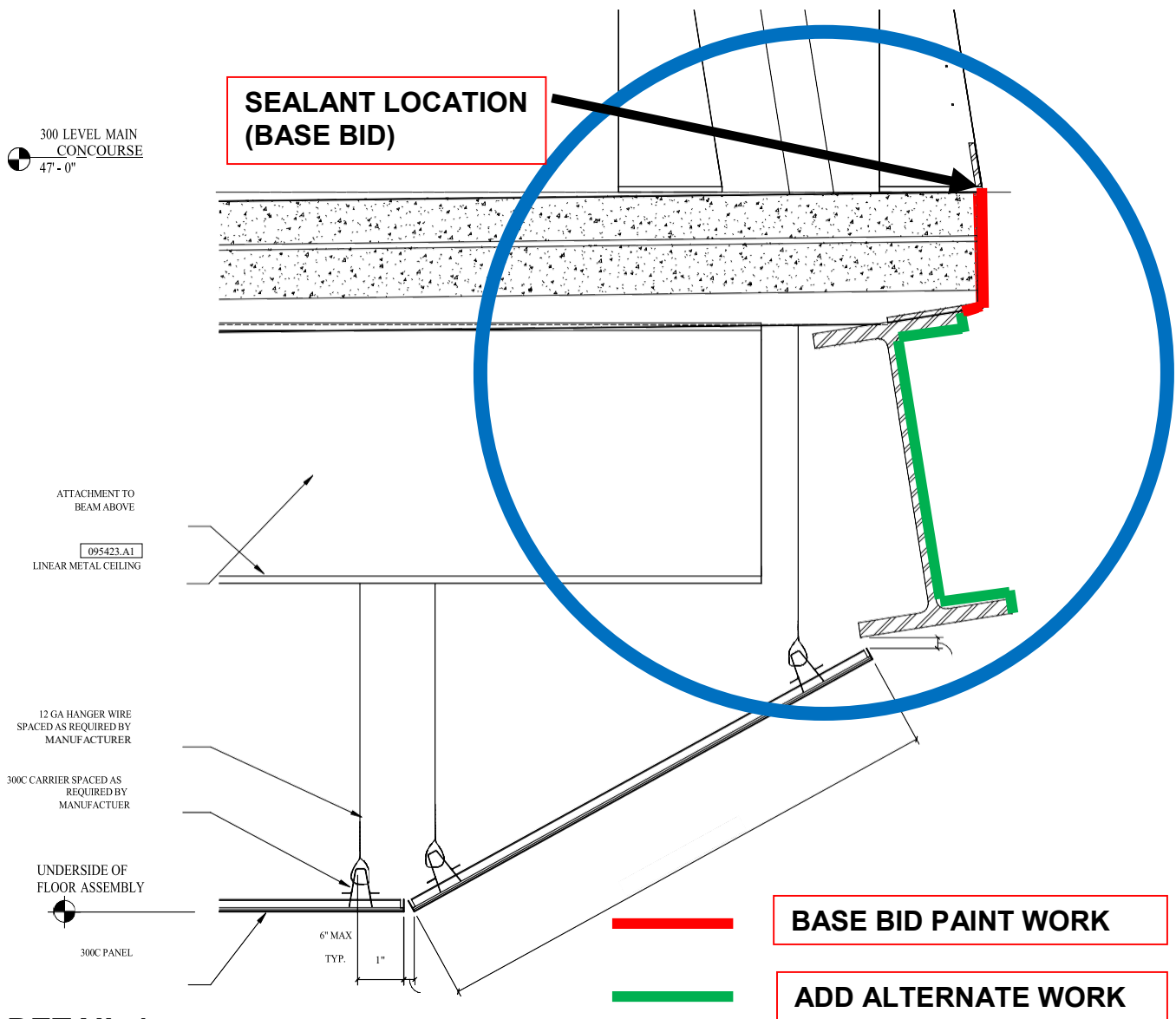
Performance of the Project is required within the Contract Time specified in the Contract Documents. Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and performance of the work.

EXHIBIT "A-1" Work Location





300 LEVEL MAIN
CONCOURSE
47'-0"



DETAIL 1:

LOCATIONS OF AREA TO BE PREPARED AND PAINTED PER THE ATTACHED SPECIFICATIONS. BASE BID WORK IN RED, ADD ALTERNATE WORK IN GREEN.



EXHIBIT "A-2"
PRODUCT SPECIFICATIONS



SHERWIN-WILLIAMS®

4.

**FORTY NINER STADIUM
MANAGEMENT**

Presented By:

Michael Barden

Sales Representative

408 460 7697

michael.p.barden@sherwin.com

SHERWIN-WILLIAMS

1717 EL CAMINO REAL

SANTA CLARA, CA 95050 4160

(408) 244-2352

June 15, 2021



Product Submittal

Project: LEVI STADIUM BENT STEEL
4900 Marie P De Bartolo Way, SANTA CLARA , CA, 95054

Customer: FORTY NINER STADIUM MANAGEMENT
4900 MARIE P DEBARTOLO WAY, SANTA CLARA, CA,
950541155

**LEVI
STADIUM**



***FORTY NINER STADIUM MANAGEMENT
LEVI STADIUM BENT STEEL
June 15, 2021***

Dear Chuck Robinette:

On Monday, June 14, 2021 You and I performed a site inspection of the Levi's Stadium.

The primary purpose of my site visit was to (1) observe and document deficiencies of the metal s railing, concrete walkway.(2) provide a recommendation on how to properly prepare the metal to prevent further corrosion.

Based on my visual examination, the metal showed reddish-brown stains on the painted surface caused by rust and oxidation. When steel meets air and moisture, often it will look like this.

Fortunately, if there is an interruption in the oxidation process, the entire process stops.

One way to create such an interruption is to create a barrier coat that does not allow air and/or moisture to contact the steel.

This can be achieved by properly preparing the metal in accordance with SSPC 2 (hand tool) or SSPC 3 (power tool cleaning) standards to remove the existing coating of loose rust and mill scale from the steel and then apply a coat of VpCI CorrVerter.

This is a water-based rust converter and primer recommended for application to rusty or poorly prepared steel surfaces where further corrosion protection is required and good surface preparation is difficult to achieve. VpCI CorrVerter is formulated to penetrate rust, eliminate further rust, penetrate to the bare metal, and stop further rusting.

A wet film thickness of 3.0-5.0 mils (75-125 microns) is suggested to achieve a proper dry film thickness and to convert all the corrosion present on the surface. It is recommended that film thickness is monitored in critical areas to make certain a minimum of 2 mils (50 microns) dry film thickness is obtained.

Since the objective to prevent future corrosion, my recommendation would be to apply a bead of Polyurethane (Loxon SL or SL1 Self-Leveling sealant) to the concrete and metal railing support to divert away water from the metal before apply finish coat. The product may be top coated within 24 hours using a coat.

Should you require assistance or have any questions or concerns, please contact me at or e-mail me.

Thanks,

Mike

Michael Barden
Sales Representative
408 460 7697
michael.p.barden@sherwin.com
SHERWIN-WILLIAMS
1717 EL CAMINO REAL,
SANTA CLARA, CA 95050 4160



Exterior Finishes

Steel/Ferrous Metal

Pre primer coat : 100501824 - CORRVERTER

Notes: This is a water-based rust converter and primer recommended for application to rusty or poorly prepared steel surfaces where further corrosion protection is required and good surface preparation is difficult to achieve. VpCI CorrVerter is formulated to penetrate rust. A wet film thickness of 3.0-5.0 mils (75-125 microns) is suggested to achieve a proper dry film thickness.

Primer: I58W00020 - MAC 5000 WHT 1G

Notes: Notes: A wet film thickness of 3.0-5.0 mils (75-125 microns) is suggested to achieve a proper dry film thickness.

after primer and before finish : LX41L4143 - LOXON 1SL WHITE 28

Notes: my recommendation would be to apply a bead of Polyurethane (Loxon SL or SL1 Self-Leveling sealant) to the concrete and metal railing support to divert away water from the metal before apply finishcoat. The product may be top coated within 24 hours using a coat.

Finish: B66T00354 - Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating Ultradeep/Clear Tint Base

Notes: A wet film thickness of 3.0-5.0 mils (75-125 microns) is suggested to achieve a proper dry film thickness. Apply 2 coats.



Basic Surface Preparation

Coating performance is directly affected by surface preparation. Coating integrity and service life will be reduced because of

The majority of paintable surfaces are concrete, ferrous metal, galvanizing, wood and aluminum. They all require protection to keep them from deteriorating in aggressive environments. Selection of the proper method for surface preparation depends on

the substrate, the environment, the coating selected, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation,

Repair and Painting and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations. Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women.

Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless the products to be used are designed to be used in those environments.

Galvanized Metal – S-W 10: Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

Steel/Ferrous Metal Substrates

SSPC-SP1- Solvent Cleaning: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. Follow manufacturer's safety recommendations when using solvents. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.1. (Refer to each product's cleaning instructions. Many acrylic coatings will state; When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**)

SSPC-SP2 - Hand Tool Cleaning: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.2.

SSPC-SP3 - Power Tool Cleaning: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel

Structures Paint Council Surface Preparation Specification No.3.

SSPC-SP5 / NACE 1 - White Metal Blast Cleaning: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in

SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP5/NACE No.1.

SSPC-SP6 / NACE 3 - Commercial Blast Cleaning: A Commercial Blast Cleaned surface, when viewed without

magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods

specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP6/NACE No.3.

SSPC-SP7 / NACE 4 - Brush-Off Blast Cleaning: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Mill scale, rust, and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard

SSPC-SP7/NACE No.4.

SSPC-SP10 / NACE 2 - Near-White Blast Cleaning: A Near White Blast Cleaned surface, when viewed without

magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods

specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP10/NACE No.2.

SSPC-SP11 - Power Tool Cleaning to Bare Metal: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is

pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC

-SP 1, Solvent Cleaning, or other agreed upon methods. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.11.

SSPC-SP12 / NACE 5 - Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating: High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation

Standard SSPC-SP12/NACE No.5.

SSPC-SP13 / NACE 6 or ICRI 03732 - Surface Preparation of Concrete: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place

concrete floors and walls, precast slabs, masonry walls and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate

suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP13/NACE No.6 or ICRI 03732

SSPC-SP14 / NACE 8 – Industrial Blast Cleaning: This standard gives requirements for industrial blast cleaning of

unpainted or painted steel surfaces by the use of abrasives. This joint standard allows defined quantities of mill scale and/or oldcoating to remain on the surface. An industrial blast cleaned surface, when viewed without magnification, shall be free of all

visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residue are permitted to remain on 10% of each unit area of the surface. The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals: This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal

surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.

High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials:

SSPC-SP WJ-1/NACE WJ-1: Clean to Bare Substrate (WJ-1) is intended to be similar to the degree of surface cleanliness of SSPC-SP 5/NACE 1, except that stains are permitted to remain on the surface. This standard is used when the objective is to remove every trace of rust and other corrosion products, coating and mill scale.

SSPC-SP WJ-2/NACE WJ-2: Very Thorough Cleaning (WJ-2) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove almost all rust and other corrosion products, coating, and mill scale.

SSPC-SP WJ-3/NACE WJ-3: Thorough Cleaning (WJ-3) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove much of the rust and other corrosion products, coating, and mill scale, leaving tightly adherent thin films.

SSPC-SP WJ-4/NACE WJ-4: Light Cleaning (WJ-4) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to allow as much of the tightly adherent rust and other corrosion products, coating, and mill scale to remain as possible, Discoloration of the surface may be present.

Water Blasting NACE Standard RP-01-72: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

Previously Coated Surfaces – S-W 12: Maintenance painting will frequently not permit or require complete removal of all oldcoatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old

paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of

the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

Touch-Up, Maintenance and Repair

For a protective coating system to provide maximum long-term protection, regularly scheduled maintenance is required.

Maintenance includes inspection of painted areas, cleaning of surfaces to remove oils, chemicals, and other contaminants, and touch-up of areas where the coatings have been damaged. Highly corrosive areas, such as those subjected to frequent chemical spillage, corrosive fumes, and/or high abrasion or temperature areas should be inspected frequently – every six months, for example. Areas exposed to less severe conditions, such as interiors and exteriors of potable water tanks, may be inspected annually to assess the condition of the coating system.

The SSPC-VIS 2, Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces, can be used as a guide to

determine appropriate touch-up and repairs maintenance schedules. Touch-up would be suggested when the surface resembles Rust Grade 5-S (Spot Rusting), 6-G (General Rusting), or 6-P (Pinpoint Rusting). Surface preparation would generally consist of SSPC-SP2, SP3, SP11, or SP12. Overcoating a well protected, but aged steel surface showing no evidence of rusting, may be achieved by Low Pressure Water Cleaning per SSPC-SP12/WJ4, and applying an appropriate coating system.

Full removal of the existing coating system by abrasive blasting would be recommended when the surface resembles Rust Grade 3-S (Spot Rusting), 4-G (General Rusting), or 4-P (Pinpoint Rusting). When the coating system has deteriorated to encompass approximately 33% of the surface area, it is always more economical to consider full removal and reapplication of the appropriate protective coating system.

Mildew –Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.



SHERWIN-WILLIAMS®

Reference Pages



Protective & Marine Coatings

MACROPOXY® 5000 PENETRATING EPOXY PRIMER / SEALER FOR CONCRETE & STEEL

PART A B58W20 TRANSLUCENT WHITE
PART A B58C20 CLEAR
PART B B58V20 HARDENER

Revised: March 1, 2021

PRODUCT INFORMATION

4.85

CONCRETE PRODUCT DESCRIPTION

MACROPOXY 5000 is an ultra high solids, penetrating epoxy primer / sealer designed for priming and sealing concrete prior to the application of coatings and linings. It has excellent wetting properties and penetrates deeply into concrete to aide in controlling outgassing and to provide a firm anchor for subsequent topcoats.

- A penetrating primer / sealer for concrete and masonry surfaces
- Excellent wetting properties
- VOC less than 50 g/L
- Suitable for application to SSD concrete

CONCRETE RECOMMENDED USES

For use as a primer / sealer over prepared concrete surfaces.

- Wastewater & Sewer collection systems
- Chalky surfaces in atmospheric conditions
- Industrial applications
- Suitable for use in USDA inspected facilities
- Suitable for use on floors and tanks
- Suitable for immersion when topcoated with a Sherwin-Williams approved lining

CONCRETE PRODUCT CHARACTERISTICS

Color: Clear*, Translucent White

*for immersion applications, only use Clear

Recommended Spreading Rate per coat:

	Minimum	Maximum
~Coverage sq ft/gal (m ² /L)	400 (9.8)	500 (13.0)

Drying Schedule @ 400-500 sq ft/gal (9.8-13.0 m²/L):

	@ 40°F/4.5°C	@ 77°F/25°C	@ 100°F/38°C
	50% RH		
To touch:	when fully penetrated / no surface film		
To recoat:	minimum: when fully penetrated / no surface film		
maximum**:	7 days	7 days	7 days
maximum***:	30 days	30 days	30 days
To cure:	refer to topcoat curing schedule		
<i>Drying time is temperature, humidity, and film thickness dependent.</i>			

**for immersion applications with acceptable topcoats (see Recommended Systems on page 3)

***for atmospheric applications with acceptable topcoats (see Recommended Systems on page 3)

STEEL PRODUCT DESCRIPTION

MACROPOXY 5000 is a rust-inhibitive, pigmented, ultra high solids, penetrating epoxy primer / sealer designed for use over marginally prepared steel and aged coatings. It has excellent wetting properties and penetrates tight rusted steel to provide a firm anchor for subsequent topcoats. In addition, Macropoxy 5000 can be used to overcoat aged coatings and act as barrier coat for a variety of topcoats without the need for an intermediate coat.

- A penetrating primer / sealer for tight rusted surfaces and aged coatings
- Excellent wetting properties
- VOC less than 50 g/L
- Barrier coat for a broad range of topcoats

STEEL RECOMMENDED USES

For use as a primer / sealer over prepared steel surfaces.

- Over white rusted and zinc rich coatings
- Petrochem exploration and offshore platforms
- Chalky surfaces in atmospheric conditions
- Tanks, piping, structural steel and vessels
- Industrial applications
- Marine applications
- Over marginally prepared steel when abrasive cleaning is not possible
- Suitable for use in USDA inspected facilities
- Ideal for corrosion mitigation in maintenance coating programs
- Suitable for use in the Mining & Minerals industry

STEEL PRODUCT CHARACTERISTICS

Color: Clear, Translucent White

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	1.0 (25)	1.5 (40)
Dry mils (microns)	1.0 (25)	1.5 (40)
~Coverage sq ft/gal (m ² /L)	800 (19.6)	1050 (25.7)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1600 (39.2)	

Drying Schedule @ 2.0 mils wet (50 microns):

	@ 40°F/4.5°C	@ 77°F/25°C	@ 100°F/38°C
	50% RH		
To touch:	4 days	16 hours	12 hours
Dry to handle:	7 days	24 hours	16 hours
To recoat:	minimum: 4 days*		
maximum:	30 days	30 days	30 days
To cure:	14 days	7 days	7 days

* For brush or roll. Minimum recoat by spray application is 2 days. If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.



Protective & Marine Coatings

MACROPOXY® 5000 PENETRATING EPOXY PRIMER / SEALER FOR CONCRETE & STEEL

PART A	B58W20	TRANSLUCENT WHITE
PART A	B58C20	CLEAR
PART B	B58V20	HARDENER

Revised: March 1, 2021

PRODUCT INFORMATION

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CONCRETE PERFORMANCE CHARACTERISTICS

- Designed for industrial environments
- A high performance primer/sealer for masonry surfaces
- Suitable for immersion when topcoated with a Sherwin-Williams approved lining
- Deeply penetrates concrete surfaces to aide in outgassing control
- Designed to completely penetrate concrete surface, does not form a surface film
- Formation of surface film may require sweep blasting prior to application of liners for immersion
- Epoxy coatings may darken or yellow following application and curing

CONCRETE SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3 (Atmospheric) CSP 3-6 (Immersion). Surfaces should be thoroughly clean and free of contaminants. New concrete must be cured at least 28 days @ 75°F (24°C). A.W. Cook and Sherwin-Williams mortars shall cure for a minimum 24 hours @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with an approved A.W. Cook or Sherwin-Williams approved cementitious or epoxy mortar, or Steel-Seam FT910.

Follow the standard methods listed below when applicable:
ASTM D4258 Standard Practice for Cleaning Concrete
ASTM D4259 Standard Practice for Abrading Concrete
ASTM D4260 Standard Practice for Etching Concrete
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete
SSPC-SP 13/Nace 6 Surface Preparation of Concrete
ICRI No. 310.2R Concrete Surface Preparation

STEEL PERFORMANCE CHARACTERISTICS

- Designed for industrial and marine environments
- Penetrates existing, tightly adhered rust to provide a "tight" substrate prior to subsequent coats
- Eliminates the need for intermediate coats
- Can also be used as a high performance primer/sealer for masonry surfaces
- Not for immersion service
- Dry heat resistance up to 200°F (93°C)
- Epoxy coatings may darken or yellow following application and curing

STEEL SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (1.0-2.0 mils / 25-50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this products attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

Condition of Surface	ISO 8501-1	Swedish Std.	SSPC	NACE
White Metal	B37079-A1	Sa 3	SP 5	1
Near White Metal	Sa 3	Sa 3	SP 5	1
Commercial Blast	Sa 2.5	Sa 2.5	SP 6	2
Brush-Off Blast	Sa 1	Sa 1	SP 7	3
Hand Tool Cleaning	OC St 2	OC St 2	SP 8	4
Rusted	OC St 2	OC St 2	SP 8	4
Pitted & Rusted	OC St 2	OC St 2	SP 8	4
Power Tool Cleaning	OC St 3	OC St 3	SP 9	5
Rusted	OC St 3	OC St 3	SP 9	5
Pitted & Rusted	OC St 3	OC St 3	SP 9	5



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PRODUCT CHARACTERISTICS		APPLICATION EQUIPMENT	
Finish:	Gloss	The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.	
Volume Solids:	96% ± 2%, mixed	Reducer	Not recommended
Weight Solids:	97% ± 2%, mixed	Clean-Up	Xylene, R2K4
VOC (Calculated):	<50 g/L; 0.42 lb/gal, mixed	Airless Spray*	
Mix Ratio:	2 components, 3:1 ratio	Pressure.....	2200 - 2500 psi
Pot Life, at 50% RH:	2 hours at 40°F/4.5°C 1 hour at 77°F/25°C 20 minutes at 100°F/38°C	Hose.....	1/4" ID
Sweat-in-Time:	None required	Tip.....	.015"
Shelf Life:	24 months, unopened, store indoors at 40°F (4.5°C) to 100°F (38°C)	Filter.....	60 mesh
Flash Point:	75°F (24°C), PMCC, mixed	*Airless spray is acceptable for application; however, the product should be backrolled to eliminate excessive millage and puddles	
Reducer:	Not recommended	Conventional Spray	
Clean Up:	Xylene, R2K4	Gun	Binks 95
		Tip	66
		Cap	63 PB
		Atomization Pressure.....	50 psi
		Fluid Pressure.....	10 psi
TINTING		Brush	
Do not tint.		Brush.....	High quality nylon/polyester bristle
APPLICATION CONDITIONS		Roller	
Temperature:	40°F (4.5°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point	Cover (for Steel).....	1/4" or less woven with solvent resistant core
Relative humidity:	85% maximum	Cover (for Concrete).....	3/8" or more woven with solvent resistant core
ORDERING INFORMATION		If specific application equipment is not listed above, equivalent equipment may be substituted.	
Packaging:		CLEAN UP INSTRUCTIONS	
Part A:	3 quarts (2.8L) in a 1 gallon (3.78L) container 3 gallons (11.3L) in a 5 gallon (18.9L) container	Clean spills and spatters immediately with Xylene, R2K4. Clean tools immediately after use with Xylene, R2K4. Follow manufacturer's safety recommendations when using any solvent.	
Part B:	1 quart (0.94L) and 1 gallon (3.78L) 1 gallon (3.78L) and 4 gallons (15.1L) mixed	SAFETY PRECAUTIONS	
Weight:	9.40 ± 0.2 lb/gal ; 1.1 Kg/L, mixed	Refer to the SDS sheet before use.	
APPLICATION PROCEDURES		Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.	
Surface preparation must be completed as indicated.		DISCLAIMER	
Use low speed mechanical agitation to mix Part A and Part B separately, then add 1 part by volume of Part B to 3 parts by volume of Part A. Mix the combined parts using low speed power agitation for at least 5 minutes. Mixed material will generate heat and should be handled appropriately, using all material before pot life expiration, and cleaning lines and equipment immediately after use. Higher temperatures will decrease working pot life, while lower temperatures will increase it.		The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.	
If reducer solvent is used, add only after both components have been thoroughly mixed.		WARRANTY	
Apply paint at the recommended film thickness and spreading rate.		The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.	
Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.			



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CONCRETE RECOMMENDED SYSTEMS			STEEL RECOMMENDED SYSTEMS		
Dry Film Thickness / ct.			Dry Film Thickness / ct.		
	Mils	(Microns)		Mils	(Microns)
Concrete & Masonry, Immersion Thick Film / Severe Service***:					
1 ct. Macropoxy 5000 (Clear) - 400-500 sq ft/gal (9.8-13.0 m ² /L)			Steel:		
1 ct. Acceptable topcoat:			1 ct. Macropoxy 5000	1.0-1.5	(25-38)
Dura-Plate 6100*	80.0-125.0+	(2000-3125+)	2 cts. Macropoxy 646	5.0-10.0	(125-250)
Dura-Plate 6000*	80.0-250.0	(2000-6250)	Steel, zinc rich primer:		
Dura-Plate 6000 Mortar*	125.0-500.0	(3125-12500)	1 ct. Zinc Clad IV	3.0-5.0	(75-125)
Poly-Cote 115**	80.0-250.0	(2000-6250)	1 ct. Macropoxy 5000	1.0-1.5	(25-38)
			2 cts. Acrolon 218	3.0-6.0	(75-150)
Concrete & Masonry, Immersion Medium Film / Moderate Service***:					
1 ct. Macropoxy 5000 (Clear) - 400-500 sq ft/gal (9.8-13.0 m ² /L)			Overcoat System for Aged Coatings:		
1 ct. Acceptable topcoat:			1 ct. Macropoxy 5000	1.0-1.5	(25-38)
Dura-Plate 6100*	40.0-80.0	(1000-2000)	Overcoat System for Steel Bridges:		
Dura-Plate 6000*	40.0-80.0	(1000-2000)	1 ct. Macropoxy 5000	1.0-1.5	(25-38)
Poly-Cote 115**	40.0-80.0	(1000-2000)	1 ct. Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
			1 ct. Acrolon 218	3.0-6.0	(75-150)
Concrete & Masonry, Atmospheric:					
1 ct. Macropoxy 5000* - 400-500 sq ft/gal (9.8-13.0 m ² /L)			or		
1 ct. Macropoxy 646	5.0-10.0	(125-250)	1 ct. Hi-Solids Polyurethane 250	3.0-5.0	(75-125)
*Optional for outgassing control					
**Primer required					
Additional topcoat options:					
***Dura-Plate 8200, Sherflex, Dura-Plate UHS, and Sher-Glass FF					
Macropoxy 5500LT - for atmospheric service					
Tank Clad HS - for atmospheric service					
***consult your Sherwin-Williams representative for immersion suitability					
The systems listed above are representative of the product's use, other systems may be appropriate.					
CONCRETE PERFORMANCE TIPS			STEEL PERFORMANCE TIPS		
When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.			When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.		
Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.			Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.		
No reduction of material is recommended as it can affect film build, appearance, and adhesion.			No reduction of material is recommended as it can affect film build, appearance, and adhesion.		
Do not apply the material beyond recommended pot life.			Do not apply the material beyond recommended pot life.		
Do not mix previously catalyzed material with new.			Do not mix previously catalyzed material with new.		
To avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Xylene, R2K4.			To avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Xylene, R2K4.		
Only use Clear version of Macropoxy 5000 for concrete substrates for immersion.			For better performance in severely corrosive environments, or over heavily rusted/pitted steel or porous concrete and masonry, two coats may be required.		
Apply material when concrete temperature is decreasing.			Roll out any puddles.		
Avoid application in direct sunlight.			Airless spray is acceptable for application; however, the product should be backrolled to eliminate excessive millage and puddles.		
Airless spray is acceptable for application; however, the product shall be backrolled to eliminate excessive millage and puddles.			Gloss may vary depending on substrate and film thickness.		
Designed to completely penetrate concrete surface, do not form a surface film. Formation of Surface film may require sweep blasting prior to application of liners for immersion.					

LOXON™ SL1

One Component Self Leveling Polyurethane Sealant



**SHERWIN
WILLIAMS.**

PRODUCT DESCRIPTION

Loxon™ SL1 is a one component, self-leveling, moisture cure, elastomeric polyurethane sealant. It is designed for expansion joints in concrete floors and decks. After curing, Loxon™ SL1 exhibits flexibility and abrasion / puncture resistance. It cures to a solid, rubber-like consistency, providing up to 50% total joint movement and is especially effective in joints between dissimilar substrates. Loxon™ SL1 is VOC compliant in all 50 states.

APPLICATIONS

Horizontal, expansion joints, interior / exterior, driveways / garages, control joints, sidewalks, decks, pavers, industrial floors, plaza decks, parking structures and pitch pans

SUBSTRATES

Concrete and metal

Meets or exceeds the following specifications:

- ASTM C-920, Type S, Grade P, Class 25, Use: NT, A, M, O, T
- Federal Specification TTS-00230C, Type I, Class A,
- CAN/CGSB-19.13-M87

PRODUCT AVAILABILITY*

Sales #	SKU / Rex	Color	Size
6508-44301	SU41L4143	Limestone	28 oz Cartridge

*Not all products are stocked in all DSCs.

ASTM TEST DATA

TABLE 1: TYPICAL UNCURED PROPERTIES*

Property	Value	Test Method/Note
Tack free Time	Passes (less than 72 hours)	TT-S-00230C/ASTM C679
Curing Time @75°F, 50% relative humidity	skins <24hrs, full cure approx one week	Varies with relative humidity

TABLE 2: TYPICAL PROPERTIES (After full cure at 75°F & 50% RH)

Property	Value	Test Method/Note
Hardness (Shore A)	25+/- 2	ASTM D2240/ASTM C661
Tensile Strength	300 psi	ASTM D412
Elongation	800%	ASTM D412
Ozone Resistance	Good	
Joint Movement Capability	+ or - 25%	TT-S-00230C/ASTM
UV Resistance	Good	C719 ASTM C793

*Values given above are not intended to be used in specification preparation.

The physical properties of fully cured Loxon™ SL1 will remain relatively unchanged over a temperature range of -40°F to 180°F.

LOXON™ SL1 One Component Self Leveling Polyurethane Sealant

LIMITATIONS

Not recommended for:

- Porous substrates subjected to continuous water immersion.
- Joints contaminated with grease, wax, corrosion, bitumen or cement laitance.
- Special architectural finishes without proper testing.

The surface of LOXON™ SL1 sealant, when exposed to UV rays and sunlight, will yellow and not retain its gloss. This may occur within a few weeks after exposure. The change of color is limited to the surface layer of the seal and should not compromise the sealing properties of the LOXON™ SL1 if the dimensions of the joint are proper and the sealant is otherwise properly applied. LOXON™ SL1 will remain tacky for a few hours and attract dust and dirt from the jobsite which may affect the appearance of the sealant. Check tack-free time to prevent dirt pickup. Dampness and porous substrates with high moisture will trigger extensive curing of the sealant within a very short period of time. This may cause an excess of bubbling and foaming within the sealant and at the bottom of the bead.

During the cure time of LOXON™ SL1, do not expose to curing silicone sealants, alcohol based materials or solvents, acids, or solvent-based materials.

Until the sealant is fully cured, do not expose the sealant to any mechanical stress. Uncured sealant will not respond properly to cyclic expansion and contraction of the joint specified for the cured sealant only.

Lower relative humidity and temperature will significantly extend the curing time. Confined areas, deep joints and moisture barrier substrates may also extend the cure time.

TECHNICAL DATA:

LOXON™ SL1 exhibits excellent weatherability when exposed to ultraviolet radiation, atmospheric hydrocarbons and extremes in temperature. Joints designed to accommodate 50% total joint movement will not affect the seal or adhesion bond.

Joints properly designed and sealed will extend and compress a total of 50% of the installation width with no more than 25% movement in a single direction.

Cured sealant can be painted with emulsion or synthetic enamel paints. LOXON™ SL1 will be virtually unaffected by contact with water after cure on non-porous substrates.

On porous substrates, priming is recommended if the sealant will be subjected to prolonged periods of immersion.

PRECAUTIONS: IF THIS PRODUCT IS USED IN DIRECT CONTACT WITH ANY OTHER SEALANT OR ELASTOMER A COMPATIBILITY TEST MUST BE CONDUCTED, BY PURCHASER OR USER, PRIOR TO ACCEPTANCE. LOXON™ SL1 SEALANT IS NOT COMPATIBLE WITH OXIME CONTAINING SILICONE SEALANTS.

INSTALLATION: JOINT DESIGN AND PREPARATION

Joint design depends on a variety of factors, such as the maximum expansion and contraction of the substrate from thermal change. Recommended maximum joint width should not exceed 1-1/2" (1.50") (3.81cm) and the maximum joint depth should not exceed 1/2" (0.500") (12.69mm). Minimum joint width should not be less than 1/4" (0.250") (0.34mm). The sealant depth should be 1/4" (0.34mm) for joints 1/4" in width. For joints over 1/4" in width, depth should be 1/2 of the joint width but should not exceed 1/2" (0.500") (12.69mm) in depth. In order to obtain the recommended sealant mass, the joint should be filled with closed cell backer rod first, leaving the proper depth to be filled with sealant. Polyethylene non-gassing foamed rod is the desirable backer rod material. Do not prime or puncture the closed cell structure of polyethylene rod as bubbles could form and migrate to the surface of the curing sealant. The use of open cell backer rod is not recommended. In situations where joint depth does not allow for use of backer rod, bond breaker (polyethylene strip) should be used to prevent three-sided adhesion.



SURFACE PREPARATION:

Old sealant should be completely removed. Concrete and masonry surfaces must be free of foreign matter and contaminants. Dust and loose particles should be blown out of joints. A clean, dry, sound and uncontaminated surface is mandatory. Stone surfaces must be cohesively sound, dry and free of contaminants. Granite, limestone, marble and sandstone must be pre-tested for adhesion prior to sealant installation.

Mill finish aluminum may contain an invisible oil film or oxide. Clean with an appropriate solvent. The use of solvents may be hazardous to your health. Use only in well ventilated areas. KEEP AWAY FROM OPEN FLAME.

Read all labeling before use and follow solvent manufacturer's recommendations and instructions for safe handling. Many high-performance coatings or unusual surface treatments may require abrasion of the surface with steel wool or fine emery paper during preparation.

PRIMING:

Certain situations or substrates may require a primer. Ensure compatibility *before* using primers. See primer PDS for details (SUPRIQD13).

- Priming of masonry or other porous substrate joints is recommended only if the joints will be subjected to prolonged immersion. Joints subjected to intermittent immersion should perform without the need of a primer.
- It is recommended that all surfaces be pre-tested with LOXON™ SL1 sealant to determine if cleaning will be necessary to remove surface contamination. In the case of some exotic coatings, priming or other surface treatment may be necessary.

LOXON™ SL1 One Component Self Leveling Polyurethane Sealant

- c) LOXON™ SL1 sealant is compatible with most coatings and treatments, but due to the vast numbers of, and types of surface coatings available, Sherwin-Williams recommends pre-testing LOXON™ SL1 sealant on the surface in question. Follow manufacturer's recommended recoat times for application of LOXON™ SL1 sealant to primers or treatments. Check primer or treatment for surface contaminants prior to application of sealant.

METHOD OF APPLICATION:

All surfaces must be structurally sound, clean, dry, and fully cured. A field adhesion (pull test) in test joints is recommended, before application. Apply LOXON™ SL1 sealant in a continuous operation, using a professional grade caulking gun and positive pressure adequate to properly fill and seal the joint.

PAINTING:

Exercise caution if painting. When painting over LOXON™ SL1 sealant with primers, top-coats or treatments, cracking or peeling of these coatings could occur because of joint movement. In general, oil-based paints are not recommended because of their relatively poor elastic properties and because of their potential interaction with the sealant chemistry, which may create non-curing conditions for the painted sealant. Do not paint over LOXON™ SL1 sealant until it has fully cured. Cure is dependent on temperature and humidity and may take 7 or more days.

LOXON™ SL1 sealant when applied in a typical 1/2" x 1/4" bead and backed with a suitable bond-breaker at 75°F and 50% RH, will be acceptable for painting with breathable coatings within 48 hours and non-breathable coatings after 72 hours. Warmer, more humid conditions will allow LOXON™ SL1 sealant to cure more quickly and conversely, cooler and/or drier conditions will lengthen the cure time. A small test area is strongly recommended.

CLEANING:

Cured sealant is very difficult to remove. Excess sealant and smears should be dry-wiped from all surfaces while still uncured, followed with a commercial solvent such as xylol, toluol or methyl ethyl ketone. The use of these solvents (or other solvents) may be hazardous to your health.

KEEP AWAY FROM OPEN FLAME. Read all labeling before use, and follow solvent manufacturer's recommendations and instructions for safe handling. Tool and application equipment may also be cleaned with the same solvents. The dried sealant can be removed by cutting with a sharp-edged tool; thin films by abrading.

CAUTIONS

Danger. Harmful if inhaled. May cause an allergic skin reaction. May cause allergy or asthma symptoms or breathing difficulties if inhaled. May cause cancer. May damage fertility or the unborn child. May cause damage to organs through prolonged or repeated exposure.

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use only outdoors or in a well-ventilated area. Do not breathe dust. Avoid breathing vapors. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves. Use personal protective equipment as required. In case of inadequate ventilation wear respiratory protection. **Response: IF ON SKIN:** Wash with plenty of soap and water. Wash contaminated clothing before reuse. **IF INHALED:** If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. IF exposed or concerned: Get medical attention. Get medical attention if you feel unwell. If skin irritation or rash occurs: Get medical attention. If experiencing respiratory symptoms: Call a **POISON**

CENTER or physician. **Storage:** Store locked up. **Disposal:** Dispose of contents and container in accordance with all local, regional, national and international regulations. Please refer to the SDS for additional information. Do not transfer contents to other containers for storage. **VAPOR AND SPRAY MIST HARMFUL.** Gives off harmful vapor of solvents and isocyanates. **DO NOT USE IF YOU HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS, OR IF YOU HAVE EVER HAD A REACTION TO ISOCYANATES. USE ONLY WITH ADEQUATE VENTILATION. WHERE OVERSPRAY IS PRESENT, A POSITIVE PRESSURE AIR SUPPLIED RESPIRATOR (NIOSH approved) SHOULD BE WORN TO PREVENT EXPOSURE. IF UNAVAILABLE, AN APPROPRIATE PROPERLY FITTED APPROVED NIOSH VAPOR/ PARTICULATE RESPIRATOR MAY BE EFFECTIVE.**

Follow directions for respirator use. Wear the respirator for the whole time of spraying and until all vapors and mists are gone. If you have any breathing problems during use,

LEAVE THE AREA and get fresh air. If problems remain or happen later, **IMMEDIATELY** call a doctor - If not available get emergency medical treatment. Have this label with you.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **FOR INDUSTRIAL USE ONLY.** Percentage of the mixture consisting of ingredient(s) of unknown toxicity: 97.9%.

LOXON™ SL1 One Component Self Leveling Polyurethane Sealant

SHELF LIFE:

LOXON™ SL1 sealant will exhibit a 12 month shelf life from the date of manufacture when stored at room temperature.

LIMITED WARRANTY

LIMITED WARRANTY: Sherwin-Williams warrants for one year from date of use if used as directed and within product shelf life (as set forth in the current Sherwin-Williams Product Data Sheet (the "PDS") for this product) that this product will be free from manufacturing defects and meet the specifications set forth in the product PDS. Sherwin-Williams makes no warranty as to appearance or color. If this product fails to meet the foregoing warranty, as your sole remedy, upon proof of purchase, we will replace the product at no cost or refund the original purchase price. Labor or costs associated with labor not included. This warranty is made to the original purchaser and is not transferable. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, WHICH ARE ALL DISCLAIMED AND/OR LIMITED IN DURATION TO THE EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE WHATSOEVER.

Performance Tips:

- Prevent Loxon™ SL1 from coming into contact with oil-based sealants, uncured silicone sealants, polysulfides, or fillers that contain oil, tar or asphalt.
- LOXON™ SL1 sealant will not adhere to previously applied silicone sealants.
- Protect unopened containers from direct sunlight and heat.
- In cool or cold weather, store container(s) at room temperature for at least 24 hours, before using.
- Loxon™ SL1 can be applied below freezing temperatures only if: substrates are completely dry and free of moisture, and clean.
- Do not apply over freshly treated wood; treated wood must have been weathered for at least six months.
- Do not use in swimming pools or other submerged conditions where the sealant will be exposed to strong oxidizers/chlorine. Avoid submerged conditions where water temperatures will exceed 120° F (50° C).

Coverage in Lineal Feet One cartridge (28fl. Oz)				
Depth in Inches				
Width in inches		1/4"	3/8"	1/2"
	1/4"	72'	-	-
	3/8"	48'	-	-
	1/2"	36'	-	-
	5/8"	28'	19'	-
	3/4"	-	18'	12'
	7/8"	-	13'	10'
	1"	-	12'	8'

When using this reference chart, you MUST consider the physical limitations of the product you are using. Not all products can be used in the gap sizes shown.

Sher-Cryl™ HPA

High Performance Acrylic

B66-300 Series Gloss, B66-350 Series Semi-Gloss


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

SHER-CRYL HPA is a higher performing ambient cured, one component acrylic coating with excellent performance properties.

Features:

- Chemical Resistant
- Outstanding humidity resistance
- Outstanding application characteristics
- Flash rust-early rust resistant
- Corrosion resistant
- Fast dry
- Suitable for use in USDA inspected facilities

Recommended for use in:

- Buildings & Warehouses
- Equipment & Machinery
- Storage Tanks & Piping & Structural Steel
- Manufacturing Facilities & New Construction
- Interior or Exterior

For use on properly prepared:

Steel, Galvanized & Aluminum, Concrete and Masonry, Wood, Previously Painted & Zinc rich primers

Finish: 80°+@60° Gloss
35-45°@60° Semi-Gloss

Color: Most colors

Recommended Spreading Rate per coat:

Extra White B66W00311 (may vary by base)

Wet mils: 6.0-10.0

Dry mils: 2.0-3.3

Coverage: 160-264 sq.ft. per gallon

Theoretical Coverage: 529 sq. ft. per gallon
@ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@110°F
To touch	1 hour	30 minutes	5 minutes
To handle	8 hours	5 hour	15 minutes
To recoat	8 hours	5 hour	15 minutes
To cure	30 days	30 days	30 days

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-4	SherColor
Ultra Deep base	10-12	SherColor

Extra White B66W00311

(may vary by base)

V.O.C. (less exempt solvents): As mixed
239 grams per litre; 1.99 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 33 ± 2%

Weight Solids: 42 ± 2%

Weight per Gallon: 9.44 lb

Flash Point: N/A

Vehicle Type: Acrylic

Shelf Life: 36 months, unopened

COMPLIANCE

As of 04/09/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	No
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Product Lens Certified	No
MPI-(Gloss)	Yes

APPLICATION

Temperature: air, surface, and material
minimum 50°F / 10°C
maximum 120°F / 49°C

At least 5°F above dew point
Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

R8K10 - WB Hot Weather Reducer up to 10%

Airless Spray:

Pressure 1500 p.s.i.

Hose 1/4 inch I.D.

Tip .017 - .021 inch

Filter 60 mesh

Conventional Spray:

Gun Binks 95

Fluid Nozzle 66

Air Nozzle 63 PB

Atomization Pressure 50 p.s.i.

Fluid Pressure 15-20 p.s.i.

Reduction: As needed up to 12.5% by volume

Brush Nylon-polyester

Roller Cover 3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build.

Application temperature above 95°F (35°C) may cause dry spray, uneven sheen, and poor adhesion. Application temperature below 50°F (10°C) may cause poor adhesion and lengthen the drying and curing time.

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

During the early stages of drying, the coating is sensitive to rain, dew, high humidity and moisture condensation. Plan painting schedules to avoid these influences during the first 16-24 hours of curing.

SPECIFICATIONS

Steel:

1 coat Pro Industrial Pro-Cryl Primer
or Pro Industrial DTM Primer/Finish
or Kem Bonds HS
or Zinc Clad XI
2 coats Sher-Cryl HPA

Aluminum:

2 coats Sher-Cryl HPA

Aluminum:

1 coat Pro Industrial Pro-Cryl Primer
2 coats Sher-Cryl HPA

Concrete Block (CMU):

1 coat Pro Industrial Heavy Duty Blockfiller
or Loxon Acrylic Block Surfacers
2 coats Sher-Cryl HPA

Concrete-Masonry:

1 coat Loxon Concrete & Masonry Primer
or Loxon Conditioner
2 coats Sher-Cryl HPA

Drywall:

1 coat ProMar 200 Zero V.O.C. Primer
2 coats Sher-Cryl HPA

Galvanizing:

2 coats Sher-Cryl HPA

Pre-Finished Siding: (Baked-on finishes)

1 coat DTM Bonding Primer
2 coats Sher-Cryl HPA

Previously Painted:

2 coats Sher-Cryl HPA

Wood, exterior:

1 coat Exterior Wood Primer
2 coats Sher-Cryl HPA

Wood, interior:

1 coat Premium Wall & Wood Primer
2 coats Sher-Cryl HPA

The systems listed above are representative of the product's use, other systems may be appropriate. Other primers may be appropriate.

Sher-Cryl™

High Performance Acrylic

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance. Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP18 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surface. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13-Naace 6-ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations. Primer required.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile.

SURFACE PREPARATION

Prefinished Siding (baked-on finishes) - Remove oil, grease, dirt, oxides, and other contaminants from the surface by cleaning per SSPC-SP1 or water blasting per NACE Standard RP-01-72. Always check for compatibility of the previously painted surface with the new coating by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion. DTM Bonding Primer is required.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

Sher-Cryl HPA Gloss - 2 coats @ 3.0 mils D.F.T per coat
(unless otherwise noted)

Abrasion Resistance:
Method: ASTM D4060, CS17
Wheel, 1000 cycles, 1
kg load
Results: 59.1 mg loss

Adhesion:
Method: ASTM D4541
Results: 947 psi

Corrosion Weathering¹:
Method: ASTM D5894, 7 cycles
Results: Corrosion 8, Blistering 10

Direct Impact Resistance:
Method: ASTM D2794
Results: greater than 176 in. lb

Dry Heat Resistance:
Method: ASTM D2485 Method A
Results: 300°F/149°C

Flexibility:
Method: ASTM D522, 180° bend,
1/8" mandrel
Results: Pass

Humidity Resistance¹:
Method: ASTM D4585, 2186 hours
Results: Corrosion 10, Blistering 10

Pencil Hardness:
Method: ASTM D3363
Result: 4B

¹ 1 coat Sher-Cryl HPA over 1 coat Pro Industrial Pro-Cryl Universal Primer
Provides performance comparable to products in lieu of the Federal Specification: AA50570, and Paint Specification: SSPC-Paint 24.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW	04/09/2021	B66W00311	24 239
HOTW	04/09/2021	B66T00304	21 224
HOTW	04/09/2021	B66W00351	24 235
HOTW	04/09/2021	B66T00354	24 241
FRC			

EXHIBIT “B”

PLANS AND SPECIFICATIONS

Contractor shall refer to Exhibit “A” – Services/Schedule for the Project Plans and Specifications.

EXHIBIT “C”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit “F” to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

ARTICLE 2. STADIUM MANAGER’S REPRESENTATIVE DESIGNEE

For purposes of this Project, the Stadium Manager’s Representative Designee shall be: Vice President, Stadium Operations and Strategic Planning

ARTICLE 3. LOCATION OF THE PROJECT

The Project is located at Levi’s Stadium, 4900 Marie P. DeBartolo Way, Santa Clara, CA

ARTICLE 4. SCHEDULE CONSTRAINTS

It is anticipated that the Contractor will be unable to perform Work on the Project site at least 48 hours prior to and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager. Specific known dates for these events at this time include the following dates:

1. November 7, 2021
2. November 15, 2021
3. November 28, 2021
4. December 19, 2021
5. January 2, 2022
6. April 23, 2022
7. July 29, 2022

Contractor is assumed to have accounted for such events during the duration of the Project as part of its bid and may not claim any time or cost impacts and will not be granted any time extensions or additional compensation as a result of these events.

Contractor shall ensure that any Work performed on the Project site is scheduled with the Stadium Manager in advance.

Stadium Manager has considered these schedule constraints when determining the Contract Time and no additional time or compensation will be added to the Contract due to these schedule constraints.

ARTICLE 5. NOISE RESTRICTIONS

Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in this Contract, including hours of operation requirements.

No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 6. SAFETY PROGRAMS

In addition to all other safety requirements of the Contract, Contractor must comply with Cal/OSHA safety requirements at all times during the performance of the Work.

Stadium Manager has considered these safety programs when determining the Contract Time and no additional time or compensation will be added to the Contract due to these safety programs.

ARTICLE 7. SOLE SOURCE FINDINGS

Stadium Manager has made findings designating the following materials, methods or services by specified brand or trade names, which must be used for the Project:

1. Pre-primer coat shall be Sherwin-Williams 100501824 – CORRVERTER.
2. Primer shall be Sherwin-Williams I58W00020 – MAC 5000 WHT 1G.
3. Polyurethane Sealant shall be Sherwin-Williams LX41L4143 – LOXON 1SL White 28.
4. Finish shall be Sherwin-Williams B66T00354 – Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating Ultradeep/Clear Tint Base.

Stadium Manager finds the foregoing materials, methods or services are required for the Project because Sherwin-Williams is the original paint brand selected for exterior finishes at Levi's Stadium. In order to ensure compatibility related to color, finish and matching of the existing exterior, continued use of Sherwin Williams brand and associated products designated by Sherwin Williams is warranted.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

R. BROTHERS PAINTING, INC.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the two-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of two (2) years after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "G"

PROCUREMENT AND CONTRACT PROCESS INTEGRITY AND CONFLICT OF INTEREST GUIDELINES

1 PURPOSE

1.1 The purpose of these Guidelines is to ensure integrity in the Stadium Manager's procurement and contract processes, to educate Stadium Manager employees, consultants, uncompensated outside parties and any person involved in the decision to award a contract about potential Conflicts of Interest, and to establish guidelines for procedural screening of Conflicts of Interest.

1.2 The Stadium Manager desires to provide a fair opportunity to participants in competitive processes for the award of Stadium Manager contracts by promulgating integrity and removal of Conflicts of Interest in all competitive solicitations.

2 DEFINITIONS

2.1 PURCHASING MANAGER

"Purchasing Manager" is the Stadium Manager representative designated by the Stadium Manager to be responsible for the Stadium Manager's procurement process.

2.2 ELECTED OFFICIAL

"Elected Official" means the City of Santa Clara Mayor, Council Members, City Clerk, and Chief of Police.

2.3 COUNCIL APPOINTEES

"Council Appointees" means the City of Santa Clara City Manager, City Attorney, and City Auditor.

2.4 SOLICITATION

"Solicitation" means, but is not limited to, specification development, preparation and issuance of requests for proposals, quotes, qualifications or bids, evaluation of responses and submissions, and other evaluations which lead to an award of a Stadium Manager contract.

3 GENERAL PROVISIONS

3.1 COMMUNICATION PROTOCOL

3.1.1 Prior to Issuance of Solicitations: Prior to the issuance of Solicitations, contact between prospective respondents and Stadium Manager staff, consultants or City of Santa Clara elected officials is permissible.

3.1.2 After Issuance of Solicitations and prior to Submission deadline for Solicitations: After issuance of Solicitations, all contact between prospective respondents and the Stadium Manager with regard to the Solicitation must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries with regard to the Solicitation to the procurement contact. All requests for clarification, objections to the structure, content, or distribution of a Solicitation, or other inquiries must be made in writing and the Stadium Manager shall answer to these clarifications, objections, and inquiries in writing via addenda to the Solicitation.

3.1.3 After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement

contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.4 After Issuance of a Notice of Intended Award: The Stadium Manager will issue a notice of intended award to all respondents including the basis for selection and instructions for filing a protest. All respondents shall follow the procedures for protest as indicated in the Solicitation document. During the protest period, Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.5 After Completion of Protest Period: After completion of the protest period contact between prospective respondents and Stadium Manager staff, consultants and City of Santa Clara elected officials is permissible.

4 RESPONDENT'S CODE OF CONDUCT

By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

5 CONFIDENTIALITY DURING EVALUATION PROCESS

5.1 Stadium Manager staff, consultants, and outside evaluators who are participants in the evaluation process are required to sign a confidentiality agreement which binds the participants not to share any information about responses received and the evaluation process until the Stadium Manager issues a notice of intended award.

6 CONFLICT OF INTEREST

6.1 Elected officials, appointed officials, their staffs, and Stadium Manager employees and consultants are expected to avoid any conflicts of interest. Further, such individuals should avoid the appearance of conflicts of interest in order to ensure that Stadium Manager decisions are made in an independent and impartial manner. In general, the designated Stadium Manager procurement contact, in consultation with the Stadium Manager's Chief Financial Officer ("CFO") shall take measures to ensure that the Stadium Manager avoid any conflict of interests in procurement processes of Stadium Manager contracts. Specifically, these measures include that:

6.1.1 Persons who may not be regularly involved in Stadium Manager procurements review this Exhibit and other ethical standards and elicit such information from them to enable the Stadium Manager to determine if the person's participation would create a conflict of interest. Such persons shall include, but are not limited to:

- authors of specifications
- paid and unpaid evaluators
- paid and unpaid consultants who assist in the procurement process

6.1.2 The CFO shall discuss any potential conflict of interest identified with Stadium Manager's legal department and document the resulting determination, and take appropriate action including, but not limited to, removal of an employee, consultant, or outside uncompensated party from the procurement activity or cancellation of a Solicitation.

7 ALLEGATIONS OF CONFLICT OF INTEREST

7.1.1 Prior to the Solicitation release, up to award of contract, any allegations of conflict of interest by a Stadium Manager employee, consultant, or other participant in the pre- Solicitation and Solicitation process shall be reported to the CFO. The CFO shall investigate the alleged conflict of interest in consultation with the Stadium Manager's legal department and document the resulting determination.

8 ALLEGATIONS OF MISCONDUCT

8.1.1 At any time during a Solicitation process, any misconduct by a Stadium Manager employee, consultant, or other participant in the pre-Solicitation and Solicitation process, shall be reported to the CFO. The CFO shall investigate the alleged misconduct, in consultation with the procurement contact, and others, as appropriate. Nothing in these guidelines is intended to prohibit anyone from communicating with the CFO or legal department about any alleged misconduct.

EXHIBIT “H”

LEVI’S STADIUM JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment (“PPE”), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. NO children (under 18 years old) are allowed on site.
12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium

Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

Social Media Policy

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.