

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

PREAMBLE

This Agreement for the Performance of Services (“Agreement”) is made and entered into on this August 1, 2018, (“Effective Date”) by and between DESIGNERS SURFACES, LLC, a California limited liability company d/b/a NEX Systems Surfaces, with its principal place of business located at 235 Frank West Circle, Stockton, CA 95206 (“Contractor”), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company (“Stadium Manager”), with its principal place of business located at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The CITY OF SANTA CLARA, a municipal corporation (“City”) and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the “Authority”), are parties to that certain Ground Lease dated as of March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the “Ground Lease”), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the “Stadium”).
- B. The Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company (“StadCo”), are parties to that certain Amended and Restated Stadium Lease Agreement dated as of March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Stadium Lease”), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.
- C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company (“Team”) are parties to a certain Sublease Agreement dated as of March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the “Team Sublease”), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.
- D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated as of

June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated as of March 18, 2014 (as the same may be, further amended from time to time, the “Stadium Management Agreement”), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

- E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services” (the “Services”).
- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide the Services of the quality and type which meet objectives and requirements of Stadium Manager.
- G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services; and, accordingly, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

- A. Except as and to the extent expressly set forth in this Agreement, Contractor shall furnish all Services necessary to satisfactorily complete the work required by Stadium Manager at Contractor’s own risk and expense. The Recitals above and all of the exhibits referenced in this Agreement are attached and are incorporated by this reference.
- B. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.
- C. Except as expressly provided in Section 10 below, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including

all managerial and Event staff, if applicable), and training. As described in greater detail in Section 7.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

- D. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.
- E. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.
- F. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

3. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall complete the Services during the Term or as mutually determined in writing by the Parties.

4. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills

and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

- B. The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such work shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the drawings shall be that used by Stadium Manager for similar projects.

5. TERM OF AGREEMENT.

The term of this Agreement (the “Term”) shall begin on the Effective Date and terminate on March 31, 2019, provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement.

6. WARRANTY.

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

7. PERFORMANCE OF SERVICES.

- A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, “Stadium Policies”). The term “Applicable Laws” as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter

existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term “Governmental Authority” as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

- B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.*, offsite parking areas) for the performance of all of Contractor’s obligations under this Agreement.
- C. Contractor’s authorized personnel who are scheduled to work at events at the Stadium (“Events”) shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor’s personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.
- D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.
- E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the

loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

- F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building

Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

- G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 22.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

8. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

9. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

10. RESPONSIBILITY OF CONTRACTOR.

- A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.
- B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility

Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

- C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. Personnel.

- i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.*, a Club Area or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager

shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

- ii. Intentionally Left Blank.
- iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.
- iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

11. COMPENSATION AND PAYMENT.

- A. In consideration for Contractor's complete performance of the Services, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor the amount(s) set forth in Exhibit B, entitled "Contractor Compensation and Fees."
- B. Contractor will invoice Stadium Manager for fees as set forth in Exhibit B, subject to verification by Stadium Manager. Except as otherwise expressly

provided in Exhibit B, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of invoice.

12. TERMINATION OF AGREEMENT.

- A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.*, offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 133; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 7.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section 11.A shall be "for cause."
- B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with Section 7.D and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination

or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

- C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a “Casualty Event”), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties’ obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party’s receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

- A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.
- B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a “**transfer**”) this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a “**Manager Assignee**”), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager’s obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor’s knowledge, Stadium Manager is in material breach or violation of this Agreement.

- C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo.

14. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

16. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to the Authority regarding the

Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act.

18. USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

20. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law.

22. **HOLD HARMLESS/INDEMNIFICATION.**

- A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (“**Indemnified Parties**”) from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.
- B. If any claim, demand, action or proceeding is made or commenced by any third party (a “**Third Party Claims**”) against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor’s expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

23. **INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. **AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Attention: Jim Mercurio, Vice President
Address: 4900 Marie DeBartolo Way
Santa Clara, CA 95054

With a copy to: Legal Affairs
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

And to Contractor addressed as follows:

Attention: Legal Department
Address: Designers Surfaces, LLC
235 Frank West Circle, Stockton, CA 95206

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager"; and
- B. Execute Exhibit E, entitled "Affidavit of Compliance with Ethical Standards."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

34. SUPPLEMENTAL PROVISIONS.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. Any terms contained in the attached Schedule 1 that contradict with terms contained elsewhere in this Agreement shall be resolved against the term contained in Schedule 1. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

[Signatures continued on next page]

IN WITNESS WHEREOF, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company

By: _____
Name: Jim Mercurio
Title: General Manager and VP, Stadium Operations

CONTRACTOR:

DESIGNERS SURFACES, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

ADDENDUM ONE

DEFINITIONS

The following terms shall have the meanings set forth below:

Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Additional Indemnitees: shall mean the Authority’s Affiliates (including without limitation, the Authority’s Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (*i.e.*, an additional NFL franchise that plays its “home” games at the Stadium) (and their respective Affiliates), Manager’s Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager’s interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,”

“infectious wastes,” “pollutants” or words of similar import under any environmental law; and
(c) any other chemical or other material or substance, exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the floor coating projects as described in the in four (4) Schedules attached to this Exhibit A and as directed by Stadium Manager and mutually agreed upon by the Parties in additional schedules signed by the Parties. The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium prior to the expiration of the Term.



Schedule 1

DESIGNERS SURFACES LLC
235 FRANK WEST CIRCLE
STOCKTON, CA 95206
CONTRACTOR'S LIC# 998079

Date: August 15, 2018

INVOICE TO:

Levi's Stadium
4900 Marie P. Bartolo Way
Santa Clara, California 95054

PROJECT LOCATION:

Levi's Stadium
4900 Marie P. Bartolo Way, Level 100
Santa Clara, California 95054

SCOPE OF WORK: Initial Proposal for an Epoxy Flooring Project as follows:

Patch Repair & NEx Systems' Urethane Cement Slurry System: (Est. 54,500 Sq.Ft. – Provided by GC)	
1. Prepare the concrete on the Level 100 walkway by bead blasting & grinding edges.	
2. Patch all cracks, divots and joints.	
3. Install NEx Systems' Urethane Cement slurry at an average depth of 1/8".	
4. Broadcast 45 mesh sand until excess.	
5. After curing, seal the floor with (1) heavy coat of NEx Systems' Epoxy Top Coat.	
Patch Repair & NEx Systems' Urethane Cement Slurry System Base Cost: <i>*Pricing is based on 10 move ins.</i>	\$ 495,000.00
Weekday T&M Labor:	\$ 160.00 Per Hr.
Weekend T&M Labor:	\$ 215.00 Per Hr.
The above price does not include mock-up. Job requires a minimum of \$ 5,000.00.	
*Please see attached Exhibit 1 (Term & Conditions)	
Assumptions:	
<ul style="list-style-type: none"> Finished floor will follow the contour of existing substrate. Base bid does not cover repairs for trade damage after floor installation. All areas to be cleared of other trade groups, equipment, furniture and fixtures, and broom swept prior to our arrival. 	
Exclusions:	
<ul style="list-style-type: none"> Holidays Sloping & leveling 	

- Grouting, caulking, major crack or concrete slab repairs.
- Debris box
- Protection of any kind
- Line striping or lettering
- Application to metal surfaces
- Joint Control Systems
- Heating and dehumidification
- Removal of existing Tile, Carpet, Linoleum, Underlayment, Overlayment, self-leveling systems or any other Existing Flooring System. (unless noted)
- Waterproofing and Moisture Mitigation system
- Removal or Moving Equipment
- Door thresholds
- Cove base strips
- Waterproofing
- Moisture Testing (Unless Noted)

Conditions:

1. NEx Systems' Term and Conditions is to be inserted into the Subcontract Agreement as an Exhibit before performing the work.
2. NEx Systems is to have priority over all other trades, and no other trades shall interfere with application.
3. NEx Systems will require a 10" x 10" staging area near the project area with full access to a nearby janitorial closet.
4. General Contractor/Client is responsible for installing 480V three phase pig tail and 240 volt Single phase pigtail. Power source is to be supplies by General Contractor/Owner of the building.
5. NEx Systems will require **one parking space** for more accessible access to the building (loading & unloading).
6. Price is to inclusive of project being completed prior to walls being built.

Work shall commence on or about **TBA** and will be completed in approximately three weeks, subject to changes in the plan approved by the owner and events and conditions beyond our control. All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions. Any deviation or alteration from the above specifications that involves extra costs will be completed only upon executing a written change order, and will require extra charges and time to complete, above and beyond this estimate.

Contractor shall carry General Liability Insurance and Workers Compensation Insurance for all employees. All work to be performed Monday through Friday. Weekend work is at overtime rates. Pricing is based on work done before framing begins. Edging after framing may incur additional man-hours. One-Time mobilizations set-up of \$ 2,500.00 per mobilization. Customer to provide water, trash disposal, and enough heat to ensure a floor temp of 65 degrees or higher. Work areas to be free of all debris or other encumbrances.

Additional Cost: If fills are required, it will be price after initial grinding. The amount of fills can only be determined after thin layer of glue in ground down. All grinding will be done dry with vacuums. All grinders and vacuums use 250v 50amp three phases power. The use of propone grinding will not be use buildings. For ground level buildings we will need to produce a moisture test before we begin. High moisture level will result in a change in the process and man hours related to the project.

Additional Items:

- 1) Due to no fault of NEx Systems, additional costs will incur when return trips are required to complete our service(s). (Facility lock, denied access, installation delays, construction delays, not all areas are available on scheduled entry date, etc.).

- 2) Payment is Due Net 30 Days from completion.
- 3) All proposal prices are based on Monday through Friday service. Weekend service is an additional 25%.
- 4) Specific scheduling dates for service needed less than 2 weeks from our receipt of written approval of the proposal, an additional 25% will apply to price.

Please Provide and Attach If Required For Billing:

- ☐ Purchase Order #: _____
- ☐ Service Agreement: _____
- ☐ Subcontract Agreement: _____
- ☐ Change Order #: _____

Signature of Acceptance and Date

All quotes expire in 30 days

"A minimum cancellation fee of \$250 but not more than \$600 per incident applies if NEx Systems is not given at least a 48-hour notice to cancel or postpone a scheduled service. The cancellation fee also applies when NEx Systems is denied access to a facility more than once a year."

HNTB

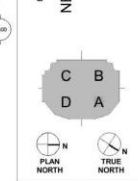
Howard Needles Tammen & Bergendoff California Architects, P.C.
One Bunker Hill
200 West 4th Street, Suite 1000
Los Angeles, California 90012
Tel: (213) 690-1000 Fax: (213) 690-1000

Engineering
100 Fifth Avenue, Suite 3000
New York, NY 10011
Tel: (212) 512-1000 Fax: (212) 512-1000
California Architects & Engineers
401 Montgomery Street, Suite 700
San Francisco, CA 94104
Tel: (415) 398-4000 Fax: (415) 398-4000
PA & CA Consultants, Inc.
1715 Broadway
New York, NY 10019
Tel: (212) 512-1000 Fax: (212) 512-1000
City Associates - Urban Plan
1900 West Coastway Drive
Westborough, MA 01581
Tel: (508) 336-1000 Fax: (508) 336-1000
The Associated Architects, Inc. - Landscape
50 Greenwich Street
New York, NY 10006
Tel: (212) 413-4000

Available Under: Vertical Transportation
2000 Broadway, Suite 1000
New York, NY 10006
Tel: (212) 413-4000 Fax: (212) 413-4000
Vertical Transportation
2000 Broadway, Suite 1000
New York, NY 10006
Tel: (212) 413-4000 Fax: (212) 413-4000
Other Vertical Design - Signage & Graphics
444 Avenue of the Stars
Suite 1000
New York, NY 10006
Tel: (212) 413-4000 Fax: (212) 413-4000

Lloyd Consulting Group - Tilt-Up Consultant
1000 California Street, Suite 1000
San Francisco, CA 94109
Tel: (415) 398-4000

49th Parallel
NEW SANTA CLARA STADIUM
49th Parallel Blvd.
Santa Clara, CA 95050-1200

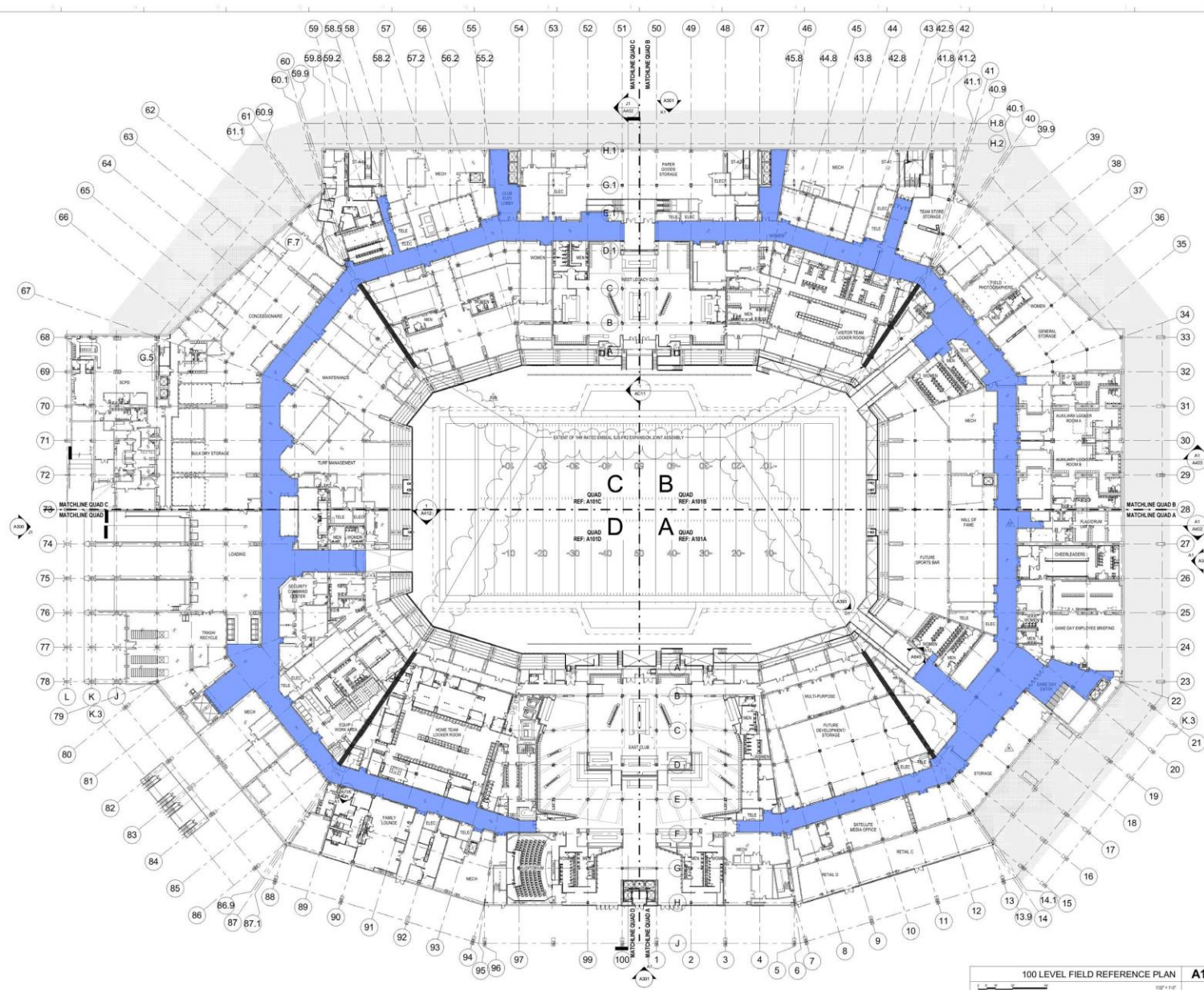


DATE	10/10/12
REVISION	ARCHITECTURAL PERMIT SET
PROJECT NO.	50000
DESIGNED BY	
CHECKED BY	
APPROVED BY	
C.T. NAME	DESCRIPTION
T. T. NAME	DESCRIPTION
U. T. NAME	DESCRIPTION
W. T. NAME	DESCRIPTION
Y. T. NAME	DESCRIPTION
Z. T. NAME	DESCRIPTION
AA. T. NAME	DESCRIPTION
BB. T. NAME	DESCRIPTION
CC. T. NAME	DESCRIPTION
DD. T. NAME	DESCRIPTION
EE. T. NAME	DESCRIPTION
FF. T. NAME	DESCRIPTION
GG. T. NAME	DESCRIPTION
HH. T. NAME	DESCRIPTION
II. T. NAME	DESCRIPTION
JJ. T. NAME	DESCRIPTION
KK. T. NAME	DESCRIPTION
LL. T. NAME	DESCRIPTION
MM. T. NAME	DESCRIPTION
NN. T. NAME	DESCRIPTION
OO. T. NAME	DESCRIPTION
PP. T. NAME	DESCRIPTION
QQ. T. NAME	DESCRIPTION
RR. T. NAME	DESCRIPTION
SS. T. NAME	DESCRIPTION
TT. T. NAME	DESCRIPTION
UU. T. NAME	DESCRIPTION
VV. T. NAME	DESCRIPTION
WW. T. NAME	DESCRIPTION
XX. T. NAME	DESCRIPTION
YY. T. NAME	DESCRIPTION
ZZ. T. NAME	DESCRIPTION

SHEET TITLE & NUMBER
100 LEVEL FIELD
REFERENCE PLAN

A101

Copyright © HNTB Corporation 2013



TERMS AND CONDITIONS/ ESTIMATE ASSUMPTIONS

1. **Quotation:** Valid for 30 days after submission date & does not include bonding costs.
2. **Quotation includes:** Standard insurance and/or participation in CCIP/OCIP if disclosed and does not take into account any special insurance requirements.
3. **Bid includes:** All labor, materials, and supervision to provide work according to construction documents available at date of estimate and excludes any construction or installation of cement or concrete products, other than those specifically identified in proposal. Bid reflects estimated material costs at time of submission.
4. **Estimate includes:** Standard labor rates for Cement Masons International Polishing Union.
5. **Estimate does not include:** Overtimes costs associated with performing scope of work.
6. **Timely Release of Payment:** Estimate takes into account timely release of progress payments (any invoice past 60 days will be submitted for full collection activity.)
7. **Retention:** Quotation assumes when NEx Systems work is substantially completed, 50% of retention will be released and the remainder will be retained until notice of completion is filed.
8. **Documents:** In the event of conflicting information between specification and plans, the specification will determine process and plans will determine work space. Any phasing requirements must be clearly identified in bid documents and included in proposal.
9. **Housekeeping:** Proposal is based on the floor being clean of all debris, materials, movable items, and other trade equipment/tools/materials prior to NEx Systems beginning work on floor. Failure to remove these items may result in an hourly standby charge per man hour and equivalent to current time rate plus equipment rental and if it requires NEx Systems to come back on another day will result in additional mobilization charge.
10. **Stationary Objects:** Bid includes Working around stationary objects in place at time of install.
11. **Mobilizations:** Includes 1 mobilization unless specifically listed as different. Each additional mobilization will be \$1,500 per truck with no trailer and \$2,500 per truck with trailer (excluding Bobcat mounted grinder). Actual work time begins when NEx Systems representatives arrive on site.
12. **Mockups:** Are available at an additional cost per mockup install.
13. **FF Testing:** Does not include testing (if required) to verify flatness and/or levelness of the floor, SCOF, or other testing. If Floor does not meet requirements or cannot/has not been verified, NEx Systems cannot guarantee that it has the capability of leveling the floor and the effected results there of.
14. **Concrete Pour:** NEx Systems will not be held responsible for flattening or leveling any concrete floor, low points in floor due to concrete pouring contractor, or any issue clearly not within the control of NEx Systems.
15. **Power:** Estimate assumes 480v, 220v power, and 110v power is on site within 50 feet of work area. The proposal includes standard move in of equipment on a hard surface that allows for standard castor traffic. Estimate does not include any hoisting of equipment.
16. **Parking:** Space must be available within a reasonable distance for parking of trailers, vehicles, and generators. Indoor overnight storage space for equipment should be provided.
17. **Warranty:** Estimate includes a standard 1 year warranty.
18. **Dust:** The concrete grinding process does involve actual grinding via diamond blades and as a result will create some dust. NEx Systems takes every measure possible to keep dust control in check by way of Heavy Duty HEPA Vacuum Systems. However, by the nature of the fine granular dust created, NEx Systems does not take responsibility for final cleaning costs to the space. NEx Systems does take responsibility to bag up and contain the majority of dust that is created and left on the floor.
19. **Subcontracting:** NEx Systems performs work and also on occasion subcontracts. Exclusively NEx Systems always manages any subcontracted work.
20. **Slip Testing:** If slip testing is required. Customer is responsible for all costs associated for such service. NEx Systems does not slip test in house. It is recommended to use 3rd party verification.
21. **Joint Checks:** NEx Systems reserves the right to request joint check agreements with its vendors.
22. **Fringe Benefits:** NEx Systems is signatory to the cement masons through some of our locations. Should a fringe benefit statement be necessary at any time. NEx Systems provides fringe benefit statements in the form of a "Declaration" followed by a copy of cleared checks for the months in question. Our union does not provide monthly statements to NEx Systems or Customers otherwise.
23. **Waiver of Subrogation:** Pricing not included in Bid Quote.
24. **Deposit:** To be negotiated prior to contract execution
25. **Payment to Subcontractors and Suppliers through joint checks:** NEx Systems expects suppliers to be paid in full for the progress payments within the month of billing. Subcontractors will be paid according to the terms of contract retention.
26. **Sloping, Leveling, Grouting, and Patching:** Nex Systems is not responsible for any Sloping, Leveling, Grouting, Patching unless noted in writing.
27. **Moving Joints, Non Moving Joints, Control Joints, Expansion Joints and or any type of joint filling be it on top of Cove base or flooring system:** NEx Systems does not include anything for any type of joint filler and or Caulking whatsoever unless noted and or asked in writing.

28. **Vapor Barrier, Moisture Mitigation, and Waterproofing:** NEx Systems does not assume every project has or needs a Vapor Barrier, Moisture Mitigation or Waterproofing System; therefore, not included in proposal unless noted in writing.
29. **Moisture Testing or any other testing:** (Unless noted)
30. **Protection of any kind:** NEx Systems does not include in proposal; protection of neither Walls, Ceilings, Windows, Equipment, and or Flooring Systems or any other kind of protection, unless asked for and or noted in writing.
31. **Major Cracking or Slab Repairs:** NEx Systems does not assume or includes Patching of Major Cracking and or repair of Concrete Slab/s and or in any other Flooring substrate that NEx Systems is asked for when installation of new flooring system.
32. **Removal and or Demolition:** NEx Systems does not include in proposal price for demolition of any existing flooring system/s and or self-leveling, underlayments, overlayments, glue, tile, vct, micro topping, feathered edge skim coats, coatings. Unless noted and asked in writing.
33. **Equipment Removal:** NEx Systems does not provide pricing for equipment removal and is not responsible for moving any type of equipment whether it be in place or in wheels.
34. **Door Thresholds, Cove Strips:** NEx Systems does not include Door Thresholds, Cove Strips, and or any other kind of strips unless noted
35. **Installation on Metal Surfaces:** Unless noted and asked for in writing
36. **Debris Box:** NEx Systems does include pricing for Debris Box in proposal.
37. **Safety Stripping, Parking Stripping, Line Stripping, Logos, Stenciling:** Unless noted and asked for in writing
38. **Holidays, Weekends:** Unless noted and asked for in writing
39. **Concrete Contour:** Finished Flooring System will be applied and will follow contour of Existing Substrate
40. **Trade Damage:** Once Install NEx Systems is not responsible for any other trade damaging new Flooring System.
41. **Floor Preparation:** NEx Systems will prep floor by means of Bead Blasting and or Diamond Grinding
42. **Metal Flashing or Flashing of any kind:** Unless noted and asked for in writing
43. **Caulking of any kind:** Unless noted and asked for in writing



Schedule 2

Date: August 24, 2016

INVOICE TO:

Levi's Stadium
4900 Centennial Blvd.,
Santa Clara, California 95054

PROJECT LOCATION:

Levi's Stadium
4900 Centennial Blvd., Tower Level 200 & 400
Santa Clara, California 95054

SCOPE OF WORK: Initial Proposal for a Terrazzo Floor Installation as follows:

Base Scope: (Level 200 & 400-Est. 14,322 Sq.Ft.)	
(Step 1) Exfoliation+ Surface Reconditioning: NEx Systems will apply NEx Exfoliant to strip and remove all existing soil, sealers and wax residues from the Terrazzo flooring. Surface will require at least 3 applications. Terrazzo will be scrubbed and reconditioned with diamond impregnated pads starting at #100 grit and working our way up to #1500 grit. Flooring is to be rinsed with warm clean water in between steps.	
Step 1- Cost (Exfoliation and Re-surfacing @ \$ 2.25 Sq.Ft.):	\$ 32,224.50
(Step 2) Filler application: Apply heavy coat of NEx Systems translucent polymer filler to close air voids (black spots) and other damaged areas throughout Terrazzo floor. Allow 2 hours for filler to cure.	
Step 2-Cost (Install Polymer filler @ \$1.25 Sq.Ft.):	\$ 17,902.50
(Step 3) Performance Coating Installation: Apply first coat of epoxy based performance coatings. Apply second coat of performance coat and allow 24 hours to cure.	
Step 3-Cost (Installation Performance Coating#1 @ .75 Sq.Ft.):	\$ 10,741.50
Step 3-Cost (Installation Performance Coating#2 @ .75 Sq.Ft.):	\$ 10,741.50
(Step 4) Burnish the floor with medium speed swing machine to achieve final level of reflectivity and finish	
Grand Total Job Cost (Level 200 & 400):	\$ 71,610.00
Notes: We estimate the initial project will takes six (6) full work days to be complete.	
Conditions: <ol style="list-style-type: none"> 1. NEx Systems is to have priority over all other trades, and no other trades shall interfere with application. 2. NEx Systems will require a 10" x 10" staging area near the project area with full access to a nearby janitorial closet. 3. General Contractor/Client is responsible for installing 480V three phase pig tail and 240 volt Single phase pigtail. Power source is to be supplies by General Contractor/Owner of the building. 4. NEx will require one parking space for more accessible access to the building (loading & unloading). 	

235 Frank West Circle Stockton, California 95206 - Phone#: (800) 982-0602 Ext.231 - Direct-E-Fax: (209) 888-6681 - Fax#: (209) 982-0624

5. Price is to inclusive of project being completed prior to walls being built.

Work shall commence on or about **TBA** and will be completed in approximately three weeks, subject to changes in the plan approved by the owner and events and conditions beyond our control. All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions. Any deviation or alteration from the above specifications that involves extra costs will be completed only upon executing a written change order, and will require extra charges and time to complete, above and beyond this estimate.

Contractor shall carry General Liability Insurance and Workers Compensation Insurance for all employees. All work to be performed Monday through Friday. Weekend work is at overtime rates. Pricing is based on work done before framing begins. Edging after framing may incur additional man-hours. One-Time mobilizations set-up of \$ 2,500.00 per mobilization. Customer to provide water, trash disposal, and enough heat to ensure a floor temp of 65 degrees or higher. Work areas to be free of all debris or other encumbrances.

Additional Cost: If fills are required, it will be price after initial grinding. The amount of fills can only be determined after thin layer of glue in ground down. All grinding will be done dry with vacuums. All grinders and vacuums use 250v 50amp three phases power. The use of propone grinding will not be use buildings. For ground level buildings we will need to produce a moisture test before we begin. High moisture level will result in a change in the process and man hours related to the project.

Additional Items:

- 1) Due to no fault of NEx Systems, additional costs will incur when return trips are required to complete our service(s). (Facility lock, denied access, installation delays, construction delays, not all areas are available on scheduled entry date, etc.).
- 2) Payment is Due Net 30 Days from completion.
- 3) All proposal prices are based on Monday through Friday service. Weekend service is an additional 25%.
- 4) Specific scheduling dates for service needed less than 2 weeks from our receipt of written approval of the proposal, an additional 25% will apply to price.

Levi's Stadium

Date

All quotes expire in 30 days

"A minimum cancellation fee of \$250 but not more than \$600 per incident applies if NEx Systems is not given at least a 48-hour notice to cancel or postpone a scheduled service. The cancellation fee also applies when NEx Systems is denied access to a facility more than once a year."

Levi's Stadium(Santa Clara-4900 Centennial-Level 200 & 400-Terrazzo).082416

235 Frank West Circle Stockton, California 95206 - Phone#: (800) 982-0602 Ext.231 - Direct-E-Fax: (209) 888-6681 - Fax#: (209) 982-0624



Schedule 3

Date: August 24, 2016

INVOICE TO:

Levi's Stadium
4900 Centennial Blvd.,
Santa Clara, California 95054

PROJECT LOCATION:

Levi's Stadium
4900 Centennial Blvd., Tower Level 300
Santa Clara, California 95054

SCOPE OF WORK: Initial Proposal for a Terrazzo Floor Installation as follows:

Base Scope: (Level 300-Est. 8,212 Sq.Ft.)	
(Step 1) Exfoliation+ Surface Reconditioning: NEx Systems will apply NEx Exfoliant to strip and remove all existing soil, sealers and wax residues from the Terrazzo flooring. Surface will require at least 3 applications. Terrazzo will be scrubbed and reconditioned with diamond impregnated pads starting at #100 grit and working our way up to #1500 grit. Flooring is to be rinsed with warm clean water in between steps.	
Step 1- Cost (Exfoliation and Re-surfacing @ \$ 2.25 Sq.Ft.):	\$ 18,477.00
(Step 2) Filler application: Apply heavy coat of NEx Systems translucent polymer filler to close air voids (black spots) and other damaged areas throughout Terrazzo floor. Allow 2 hours for filler to cure.	
Step 2-Cost (Install Polymer filler in high traffic & damage areas-Est. 4,930 Sq.Ft @ \$1.25 Sq.Ft.):	\$ 6,162.50
(Step 3) Performance Coating Installation: Apply first coat of epoxy based performance coatings. Apply second coat of performance coat and allow 24 hours to cure.	
Step 3-Cost (Installation Performance Coating#1 @ .75 Sq.Ft.):	\$ 6,159.00
Step 3-Cost (Installation Performance Coating#2 @ .75 Sq.Ft.):	\$ 6,159.00
(Step 4) Burnish the floor with medium speed swing machine to achieve final level of reflectivity and finish	
Grand Total Job Cost (Level 300):	\$ 36,957.50
Notes: We estimate the initial project will takes six (6) full work days to be complete.	
Conditions: <ol style="list-style-type: none"> 1. NEx Systems is to have priority over all other trades, and no other trades shall interfere with application. 2. NEx Systems will require a 10" x 10" staging area near the project area with full access to a nearby janitorial closet. 3. General Contractor/Client is responsible for installing 480V three phase pig tail and 240 volt Single phase pigtail. Power source is to be supplies by General Contractor/Owner of the building. 4. NEx will require one parking space for more accessible access to the building (loading & unloading). 	

235 Frank West Circle Stockton, California 95206 - Phone#: (800) 982-0602 Ext.231 - Direct-E-Fax: (209) 888-6681 - Fax#: (209) 982-0624

5. Price is to inclusive of project being completed prior to walls being built.

Work shall commence on or about **TBA** and will be completed in approximately three weeks, subject to changes in the plan approved by the owner and events and conditions beyond our control. All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions. Any deviation or alteration from the above specifications that involves extra costs will be completed only upon executing a written change order, and will require extra charges and time to complete, above and beyond this estimate.

Contractor shall carry General Liability Insurance and Workers Compensation Insurance for all employees. All work to be performed Monday through Friday. Weekend work is at overtime rates. Pricing is based on work done before framing begins. Edging after framing may incur additional man-hours. One-Time mobilizations set-up of \$ 2,500.00 per mobilization. Customer to provide water, trash disposal, and enough heat to ensure a floor temp of 65 degrees or higher. Work areas to be free of all debris or other encumbrances.

Additional Cost: If fills are required, it will be price after initial grinding. The amount of fills can only be determined after thin layer of glue in ground down. All grinding will be done dry with vacuums. All grinders and vacuums use 250v 50amp three phases power. The use of propone grinding will not be use buildings. For ground level buildings we will need to produce a moisture test before we begin. High moisture level will result in a change in the process and man hours related to the project.

Additional Items:

- 1) Due to no fault of NEX Systems, additional costs will incur when return trips are required to complete our service(s). (Facility lock, denied access, installation delays, construction delays, not all areas are available on scheduled entry date, etc.).
- 2) Payment is Due Net 30 Days from completion.
- 3) All proposal prices are based on Monday through Friday service. Weekend service is an additional 25%.
- 4) Specific scheduling dates for service needed less than 2 weeks from our receipt of written approval of the proposal, an additional 25% will apply to price.

Levi's Stadium

Date

All quotes expire in 30 days

"A minimum cancellation fee of \$250 but not more than \$600 per incident applies if NEX Systems is not given at least a 48-hour notice to cancel or postpone a scheduled service. The cancellation fee also applies when NEX Systems is denied access to a facility more than once a year."

Levi's Stadium(Santa Clara-4900 CentennialLevel 3-Terrazzo)082416

235 Frank West Circle Stockton, California 95206 - Phone#: (800) 982-0602 Ext.231 - Direct-E-Fax: (209) 888-6681 - Fax#: (209) 982-0624



Schedule 4

DESIGNERS SURFACES LLC
235 FRANK WEST CIRCLE
STOCKTON, CA 95206
CONTRACTOR'S LIC# 998079

Date: September 6, 2018

INVOICE TO:

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

PROJECT LOCATION:

Levi's Stadium
4900 Marie P. DeBartolo Way, Level 100
Santa Clara, California 95054

SCOPE OF WORK: Initial Proposal for Installation of Semi-Rigid Joint Filler in 6,000 LF of Existing Concrete Joints in Level 100 Epoxy Installation areas as follows:

Base Scope: (Est. 6,000 Ln.Ft.)	
1. Clean and rout all existing joints	
2. Fill all joints with NEx Flex Semi-Rigid Joint Filler for Epoxy Flooring	
Base Cost:	\$ 40,000.00
Weekday T&M Labor:	\$ 160.00 Per Hr.
Weekend T&M Labor:	\$ 215.00 Per Hr.

This proposal does NOT include power. If GC is to provide power, NEx Systems is to have designated house power. The above price does NOT include mock-up. Job requires a minimum of \$ 5,000.00.

Conditions:

1. NEx Systems' Term and Conditions is to be inserted into the Subcontract Agreement as an Exhibit before performing the work.
2. NEx Systems is to have priority over all other trades, and no other trades shall interfere with application.
3. NEx Systems will require a 10" x 10" staging area near the project area with full access to a nearby janitorial closet.
4. General Contractor/Client is responsible for installing 480V three phase pig tail and 240 volt Single phase pigtail. Power source is to be supplies by General Contractor/Owner of the building.
5. NEx Systems will require **one parking space** for more accessible access to the building (loading & unloading).
6. Price is to inclusive of project being completed prior to walls being built.

Work shall commence on or about **TBA** and will be completed in approximately three weeks, subject to changes in the plan approved by the owner and events and conditions beyond our control. All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions. Any deviation or alteration from the above specifications that involves extra costs will be completed only upon executing a written

change order, and will require extra charges and time to complete, above and beyond this estimate.

Contractor shall carry General Liability Insurance and Workers Compensation Insurance for all employees. All work to be performed Monday through Friday. Weekend work is at overtime rates. Pricing is based on work done before framing begins. Edging after framing may incur additional man-hours. One-Time mobilizations set-up of \$ 2,500.00 per mobilization. Customer to provide water, trash disposal, and enough heat to ensure a floor temp of 65 degrees or higher. Work areas to be free of all debris or other encumbrances.

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- 4) Specific scheduling dates for service needed less than 2 weeks from our receipt of written approval of the proposal, an additional 25% will apply to price.

Please Provide and Attach If Required For Billing:

- ☐ Purchase Order #: _____
- ☐ Service Agreement: _____
- ☐ Subcontract Agreement: _____
- ☐ Change Order #: _____

Signature of Acceptance and Date

All quotes expire in 30 days

"A minimum cancellation fee of \$250 but not more than \$600 per incident applies if NEx Systems is not given at least a 48-hour notice to cancel or postpone a scheduled service. The cancellation fee also applies when NEx Systems is denied access to a facility more than once a year."

TERMS AND CONDITIONS/ ESTIMATE ASSUMPTIONS

1. **Quotation:** Valid for 30 days after submission date & does not include bonding costs.
2. **Quotation includes:** Standard insurance and/or participation in CCIP/OCIP if disclosed and does not take into account any special insurance requirements.
3. **Bid includes:** All labor, materials, and supervision to provide work according to construction documents available at date of estimate and excludes any construction or installation of cement or concrete products, other than those specifically identified in proposal. Bid reflects estimated material costs at time of submission.
4. **Estimate includes:** Standard labor rates for Cement Masons International Polishing Union.
5. **Estimate does not include:** Overtimes costs associated with performing scope of work.
6. **Timely Release of Payment:** Estimate takes into account timely release of progress payments (any invoice past 60 days will be submitted for full collection activity.)
7. **Retention:** Quotation assumes when NEX Systems work is substantially completed, 50% of retention will be released and the remainder will be retained until notice of completion is filed.
8. **Documents:** In the event of conflicting information between specification and plans, the specification will determine process and plans will determine work space. Any phasing requirements must be clearly identified in bid documents and included in proposal.
9. **Housekeeping:** Proposal is based on the floor being clean of all debris, materials, movable items, and other trade equipment/tools/materials prior to NEX Systems beginning work on floor. Failure to remove these items may result in an hourly standby charge per man hour and equivalent to current time rate plus equipment rental and if it requires NEX Systems to come back on another day will result in additional mobilization charge.
10. **Stationary Objects:** Bid includes Working around stationary objects in place at time of install.
11. **Mobilizations:** Includes 1 mobilization unless specifically listed as different. Each additional mobilization will be \$1,500 per truck with no trailer and \$2,500 per truck with trailer (excluding Bobcat mounted grinder). Actual work time begins when NEX Systems representatives arrive on site.
12. **Mockups:** Are available at an additional cost per mockup install.
13. **FF Testing:** Does not include testing (if required) to verify flatness and/or levelness of the floor, SCOF, or other testing. If Floor does not meet requirements or cannot/has not been verified, NEX Systems cannot guarantee that it has the capability of leveling the floor and the effected results there of.
14. **Concrete Pour:** NEX Systems will not be held responsible for flattening or leveling any concrete floor, low points in floor due to concrete pouring contractor, or any issue clearly not within the control of NEX Systems.
15. **Power:** Estimate assumes 480v, 220v power, and 110v power is on site within 50 feet of work area. The proposal includes standard move in of equipment on a hard surface that allows for standard castor traffic. Estimate does not include any hoisting of equipment.
16. **Parking:** Space must be available within a reasonable distance for parking of trailers, vehicles, and generators. Indoor overnight storage space for equipment should be provided.
17. **Warranty:** Estimate includes a standard 1 year warranty.
18. **Dust:** The concrete grinding process does involve actual grinding via diamond blades and as a result will create some dust. NEX Systems takes every measure possible to keep dust control in check by way of Heavy Duty HEPA Vacuum Systems. However, by the nature of the fine granular dust created, NEX Systems does not take responsibility for final cleaning costs to the space. NEX Systems does take responsibility to bag up and contain the majority of dust that is created and left on the floor.
19. **Subcontracting:** NEX Systems performs work and also on occasion subcontracts. Exclusively NEX Systems always manages any subcontracted work.
20. **Slip Testing:** If slip testing is required. Customer is responsible for all costs associated for such service. NEX Systems does not slip test in house. It is recommended to use 3rd party verification.
21. **Joint Checks:** NEX Systems reserves the right to request joint check agreements with its vendors.
22. **Fringe Benefits:** NEX Systems is signatory to the cement masons through some of our locations. Should a fringe benefit statement be necessary at any time. NEX Systems provides fringe benefit statements in the form of a "Declaration" followed by a copy of cleared checks for the months in question. Our union does not provide monthly statements to NEX Systems or Customers otherwise.
23. **Waiver of Subrogation:** Pricing not included in Bid Quote.
24. **Deposit:** To be negotiated prior to contract execution
25. **Payment to Subcontractors and Suppliers through joint checks:** NEX Systems expects suppliers to be paid in full for the progress payments within the month of billing. Subcontractors will be paid according to the terms of contract retention.
26. **Sloping, Leveling, Grouting, and Patching:** Nex Systems is not responsible for any Sloping, Leveling, Grouting, Patching unless noted in writing.
27. **Moving Joints, Non Moving Joints, Control Joints, Expansion Joints and or any type of joint filling be it on top of Cove base or flooring system:** NEX Systems does not include anything for any type of joint filler and or Caulking whatsoever unless noted and or asked in writing.

28. **Vapor Barrier, Moisture Mitigation, and Waterproofing:** NEx Systems does not assume every project has or needs a Vapor Barrier, Moisture Mitigation or Waterproofing System; therefore, not included in proposal unless noted in writing.
29. **Moisture Testing or any other testing:** (Unless noted)
30. **Protection of any kind:** NEx Systems does not include in proposal; protection of neither Walls, Ceilings, Windows, Equipment, and or Flooring Systems or any other kind of protection, unless asked for and or noted in writing.
31. **Major Cracking or Slab Repairs:** NEx Systems does not assume or includes Patching of Major Cracking and or repair of Concrete Slab/s and or in any other Flooring substrate that NEx Systems is asked for when installation of new flooring system.
32. **Removal and or Demolition:** NEx Systems does not include in proposal price for demolition of any existing flooring system/s and or sel-leveling, underlayments, overlayments, glue, tile, vct, micro topping, feathered edge skim coats, coatings. Unless noted and asked in writing.
33. **Equipment Removal:** NEx Systems does not provide pricing for equipment removal and is not responsible for moving any type of equipment whether it be in place or in wheels.
34. **Door Thresholds, Cove Strips:** NEx Systems does not include Door Thresholds, Cove Strips, and or any other kind of strips unless noted
35. **Installation on Metal Surfaces:** Unless noted and asked for in writing
36. **Debris Box:** NEx Systems does include pricing for Debris Box in proposal.
37. **Safety Stripping, Parking Stripping, Line Stripping, Logos, Stenciling:** Unless noted and asked for in writing
38. **Holidays, Weekends:** Unless noted and asked for in writing
39. **Concrete Contour:** Finished Flooring System will be applied and will follow contour of Existing Substrate
40. **Trade Damage:** Once Install NEx Systems is not responsible for any other trade damaging new Flooring System.
41. **Floor Preparation:** NEx Systems will prep floor by means of Bead Blasting and or Diamond Grinding
42. **Metal Flashing or Flashing of any kind:** Unless noted and asked for in writing
43. **Caulking of any kind:** Unless noted and asked for in writing

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Contractor shall be paid in accordance with each of the respective Schedules attached to Exhibit A, upon the completion (and verification of the completion by Stadium Manager) of the Services contained in each respective Schedule.

Any and all additional costs, including any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars (\$1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
6. Umbrella or excess liability insurance in the amount of Ten Million Dollars (\$10,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company

LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH STADIUM MANAGER**

Termination of Agreement for Certain Acts.

- A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Applicable Law;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can

¹ For purposes of this Agreement, the word “Consultant” (whether a person or a legal entity) also refers to “Contractor” and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words “convicted” or “conviction” mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, “dishonesty” includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:
1. Stadium Manager determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
DESIGNERS SURFACES, LLC**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, _____, being first duly sworn, depose and state I am _____ of Designers Surfaces, LLC and I hereby state that I have read and understand the language, entitled “Ethical Standards” set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of “Contractor” contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said “Contractor” category (i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.) has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

DESIGNERS SURFACES, LLC, a California limited liability company

By: _____

Name: _____

Title: _____

NOTARY’S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public’s acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity’s complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.