

From: [Mercurio, Jim](#)
To: [Christine Jung](#); [Compliance Manager](#)
Cc: [Deanna Santana](#); [Brian Doyle](#); [Kenn Lee](#)
Subject: RE: Levi's Signage Repairs
Date: Monday, August 30, 2021 4:59:54 PM
Attachments: [image003.png](#)
[image004.png](#)
[image002.png](#)
[Exhibits for NRA Repair 2021 08 30.pdf](#)

Hi Christine:

My responses below in *italics*.

- Quote from Bear Electrical for the interim Levi's signage repairs:
 - *Attached as Exhibit A is the quote for this work.*
- Copy of the proposed Work Order
 - *Attached as Exhibit B is the Task Order Request for this work.*
- Statement to explain why the Stadium Manager requires an amendment for the Bear Electrical Agreement
 - *The interim repair of the NRA signage was not contemplated in the FY21/22 SCSA Capital Expenditure or Operating Budget because the Stadium Manager anticipated complete replacement of all four signs.*
 - *The Bear agreement has an NTE of \$250K for FY21/22, which did not anticipate this interim repair. It's important to increase the Bear NTE from \$250K to \$500K to create headroom to cover this interim NRA signage repair, and still leave room in the Bear contract for other repairs. Bear is already working on approximately \$50K worth of repairs.*
- Draft Amendment to the Bear Electrical Agreement
 - *Attached as Exhibit C.*

In your email this afternoon, you asked for labor classifications for this work. Please note that labor classifications and rates for the Bear Electric team will be in accordance with their contract (Exhibit D). The contractor will have a better feel for the specific classifications required for this work after they mobilize and examine the job. Bear may need to bring on a few additional trades for this project, but the extent of the work will not be known until they mobilize and examine the project. Any and all workers employed on this project will be paid prevailing wage and all prevailing wage requirements will be complied with by Bear and any subcontractors, as is required under the terms of the On-Call Repair contract.

Please let us know if you have any questions/comments on this material. If there is any way for you to get Board approval before 9.7.21 it would be appreciated. We will begin planning to mobilize this work on 9.8.21, but that leaves the contractor a very tight window to complete the repairs before 9.26.21.

Thanks,

JIM

JIM MERCURIO

Executive Vice President & General Manager
Forty Niners Stadium Management Company
T 408.562-4944 | M 650 642-4909
Levi's® Stadium

4900 Marie P. DeBartolo Way
Santa Clara, CA 95054



#FTTB
49ers.com

From: Christine Jung <CJung@SantaClaraCA.gov>
Sent: Monday, August 30, 2021 3:04 PM
To: Mercurio, Jim <jim.mercurio@49ers.com>; Compliance Manager <compliancemanager@49ers-smc.com>
Cc: Deanna Santana <DSantana@SantaClaraCA.gov>; Brian Doyle <BDoyle@SantaClaraCA.gov>; Kenn Lee <KLee@SantaClaraCA.gov>
Subject: RE: Levi's Signage Repairs

Hi Jim

We are still waiting for the quote from Bear Electrical and a copy of the proposed Work Order to make sure that the labor classifications are identifiable in order to complete the agenda report.

Please remember to send those two documents by close of business today.

Thank you,
Christine

From: Christine Jung
Sent: Friday, August 27, 2021 12:12 PM
To: Mercurio, Jim <jim.mercurio@49ers.com>; Compliance Manager <compliancemanager@49ers-smc.com>
Cc: Deanna Santana <DSantana@SantaClaraCA.gov>; Brian Doyle <BDoyle@SantaClaraCA.gov>; Kenn Lee <KLee@SantaClaraCA.gov>
Subject: Levi's Signage Repairs

Hi Jim,

The purpose of this email is to respond to your request for an urgent \$250,000 budget amendment and amendment to the Bear Electrical agreement **relative to the repair work** for the Levi's signage.

To proceed with the repair work under your current contract, you need to quickly submit the following items as soon as possible but no later than close of business, Monday, August 30:

- Quote from Bear Electrical for the interim Levi's signage repairs
- Copy of the proposed Work Order
- Statement to explain why the Stadium Manager requires an amendment for the Bear Electrical Agreement
- Draft Amendment to the Bear Electrical Agreement

If all of the required documents are timely submitted and in order, we will agendize the request for the September 7 meeting.

Thank you,

Christine Jung | Assistant to the Executive Director

1500 Warburton Avenue | Santa Clara, CA 95050

D: 408.615.2218 | www.santaclaraca.gov/scsa

Exhibit A



Contractors License No. 982079
A - General Engineering
C-10 High Voltage Electrical
C-31 - Work Zone Traffic Control
D-31 Pole Installation and Maintenance
DIR# 1000002158
SBE# 1752478

1341 Archer Street, PO Box 924, Alviso, CA 95002-0924
Tel: 408-449-5178 Fax: 408-449-5147

Quote

DATE: 8/30/2021	TO: Ryan Van Maarth
FROM: Brent Paulson	COMPANY: FORTY NINERS STADIUM MANAGEMENT
PHONE: (408) 449-5178	COMPANY LLC ("Stadium Manager")
FAX: (408) 449-5147	PHONE: (206) 550-8030
BID/PROJECT: Levi's Stadium Naming Rights Illuminated Sign Repair	EMAIL: ryan.vanmaarth@49ers.com
PROPOSAL# WO-00185977	

Our quote is valid for: 30 days, expiring on: 09/29/2021

We are pleased to offer our quotation for the above referenced project as follows:

Site: Levi's Stadium

Scope Summary: -Levi's Stadium has primary naming rights signage at (4) locations on the stadium listed below: -East Grandstands -West Facade -North Scoreboard -South Scoreboard All (4) of the naming rights signs are experiencing light outages and are in need of urgent repair to restore illumination lighting Bear Electrical Solutions to mobilize and provide comprehensive cost and scope fee with associated schedule within (7) business days of Stadium Manager issuing a notice to proceed with the intent of performing all necessary repairs by 9/25. - BES to investigate, troubleshoot and perform repairs to existing illuminated naming rights stadium signs prior to 9/26 event - Proposal subject to terms and conditions of Contract No. 10050-B

Exclusions: -Per existing contract No.10050-B

ESTIMATE

Item	Description	Estimated Quantity	Estimate Price Per Unit	Total Estimated Price
TOTAL LABOR, MATERIALS, AND EQUIPMENT	Not to exceed limit	1	\$250,000.00	\$250,000.00
Subtotal:			\$250,000.00	

**Customer
Signature:**

Date: _____

TERMS AND CONDITIONS

Terms and Conditions of this proposal are per the existing maintenance agreement.

BES would like to thank you for the opportunity to provide you with this proposal.

Exhibit B



FORTY NINERS STADIUM MANAGEMENT COMPANY

Request Date:	8/30/2021
Response Required from Contractor (DATE/TIME):	8/30/2021
Contract:	Electrical Maintenance and Repair Services Agreement
Request # / Name:	0013 – Levi's Naming Rights Signage Repair Request
Request Point of Contact:	Ryan van Maarth 4900 Marie P. DeBartolo Way Santa Clara, CA 95054 Ryan.vanmaarth@49ers.com 206.550.8030

Summary:

Levi's Stadium has primary naming rights signage at four locations of the stadium, which are:

1. East grandstands
2. West façade
3. North scoreboard
4. South scoreboard

The naming rights signs are all experiencing light outages and are in need of urgent repair to restore the lighting.

Scope of Work:

The Stadium Manager is seeking a Contractor to investigate, troubleshoot and perform repairs to existing illuminated stadium signs. Contractor shall develop a plan to complete repairs on the signs by 9/25/21. Contractor shall expect to provide all lifts, scaffolding or other equipment necessary for accessing the signs. Additionally, the Contractor shall include all labor, materials, and equipment necessary to perform repairs.

This task order shall have a Not to Exceed (NTE) amount. Within seven business days of mobilization, Contractor shall provide Stadium Manager with a preliminary cost estimate to complete the repairs, and the proposed sequencing of the work, with a goal of having all four signs evenly illuminated by 9/25/21. Contractor and Stadium Manager will then decide on the sequencing of the work, and may adjust the NTE.



FORTY NINERS STADIUM MANAGEMENT COMPANY

The Contractor shall notify the Stadium Manager once the Contractor reaches 80% of the task order NTE budget limit and shall not exceed the NTE limit without prior written approval of the Stadium Manager.

DocuSigned by:
Ryan van Maarth
42F64393205F42F...

RYAN VAN MAARTH

Vice President, Stadium Operations and Strategic Planning
Forty Niners Stadium Management Company

Cc: Jim Mercurio, Executive Vice President & General Manager
Roger Elu, Chief Engineer
Mary Pires, Administrative Engineering Coordinator

Exhibit C

AMENDMENT NO. 1
TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR
CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

BEAR ELECTRICAL SOLUTION, INC.

1. Parties and Date.

This Amendment No. 1 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this *****INSERT DAY***** day of *****INSERT MONTH*****, 2021, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 **Contractor.** The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 **Amendment Purpose.** The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 **Amendment Authority.** This Amendment No. 1 is authorized pursuant to Section 3.7.1 of the Agreement.

3. Terms.

3.1 **Amendment.** Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 **Amount of Compensation.** As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term and Two Hundred Fifty Thousand Dollars (\$250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO LEVI'S STADIUM ON-CALL
ELECTRICAL MAINTENANCE AND REPAIR CONTRACT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC
AND BEAR ELECTRICAL SOLUTION, INC.**

**FORTY NINERS STADIUM
MANAGEMENT COMPANY, LLC**

BEAR ELECTRICAL SOLUTION, INC.

Approved By:

Signature

[INSERT NAME]
[INSERT TITLE]

Name

Date

Title

Attested By:

Date

[INSERT NAME]
[INSERT TITLE]

Exhibit D

EXHIBIT "G"**RATE SCHEDULE**

	Billable Labor Rates	Straight Time/Weekday	Daily	Saturday	Sunday & Holiday
A	Journey Level:				
1	COMM & System Installer	\$120.00	\$148.00	\$148.00	\$176.00
2	COMM & System Tech	\$128.00	\$161.00	\$160.00	\$195.00
3	Inside Wireman, Technician	\$182.00	\$230.00	\$230.00	\$275.00
4	Cable Splicer	\$195.00	\$250.00	\$250.00	\$305.00
5	Material Handler	\$101.00	\$125.00	\$125.00	\$145.00
6	Material Handler – Fourth Six Months	\$94.00	\$115.00	\$115.00	\$135.00
7	Material Handler – Third Six Months	\$90.00	\$107.00	\$107.00	\$125.00
8	Material Handler – Second Six Months	\$85.00	\$100.00	\$100.00	\$115.00
9	Material Handler – First Six Months	\$63.00	\$77.00	\$77.00	\$91.00
B	Apprentice Level:				
1	Electrician, Inside Wireman – 5 th period	\$136.00	\$197.00	\$197.00	\$197.00
2	Electrician, Inside Wireman – 6 th period	\$142.00	\$207.00	\$207.00	\$207.00
3	Electrician, Inside Wireman – 7 th period	\$148.00	\$218.00	\$218.00	\$218.00
4	Electrician, Inside Wireman – 8 th period	\$155.00	\$229.00	\$229.00	\$229.00
5	Electrician, Inside Wireman – 9 th period	\$160.00	\$240.00	\$240.00	\$240.00
6	Electrician, Inside Wireman – 10 th period	\$167.00	\$250.00	\$250.00	\$250.00
C	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
D	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				