

A
REQUEST FOR PROPOSAL
FOR
CONCRETE PAVEMENT REPLACEMENT

AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WISCONSIN 53214

ISSUED BY:
SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT
("DISTRICT")

January 27, 2023

INTRODUCTION

The Southeast Wisconsin Professional Baseball Park District (“District” or “Owner”) is a special district that is a local unit of government, a body corporate and politic that is separate, distinct and independent from the state. The District is comprised of Milwaukee, Ozaukee, Racine, Washington and Waukesha Counties and is charged with the oversight and monitoring of planning, financing, designing, constructing, commissioning, operating and maintaining a major league baseball facility, American Family Field, that is the home of the Milwaukee Brewers (“Team”), in Milwaukee, Wisconsin.

The District is seeking bids from qualified contractors (“Contractor”) to replace sections of concrete at the North and South loading docks at American Family Field in accordance with all terms and conditions specified herein (“Work”). Supply and installation shall be in full accordance with the documents within this RFP, including any addenda and written response to questions issued. See **Appendix A** for photos of the locations and identification of areas to be removed and replaced.

OVERVIEW

Bids should be submitted using the Bid Forms included in this RFP. Bidding contractors are required to visit the site and observe and measure all areas as part of this bid. The Sigma Group will serve as Project Administrator on this project. Access to the site can be obtained through:

Shannon Schwingle, Project Administrator
414-550-9830
sschwingle@thesigmagroup.com

Bids should be written to the attention of:
Southeast Wisconsin Professional Baseball Park District
Attn: Shannon Schwingle
American Family Field
1 Brewers Way
Milwaukee, WI 53214

Bids can be emailed to: sschwingle@thesigmagroup.com

Contractors will receive an email confirming receipt of the bid.

Bids are due on February 24, 2023 by 5:00 pm (CDT).

This RFP may be amended by the District in response to need for further clarification, specifications and/or requirement changes, new opening date, etc. Amendments will be posted on the District’s website at www.wibaseballdistrict.com. It is the responsibility of the bidding Contractors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. Failure to do so may result in your bid being rejected. The District reserves the right to (i) reject any and all bids for any reason or no reason at all; (ii) disregard all non-conforming, non-responsive or conditional bids; or (iii) waive any and all bid irregularities or informalities and make an award as if the irregularities or informalities did not exist. Contractors will not be compensated for any costs or expenses incurred in the preparation of their bid.

Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CDT), February 15, 2023, to the Project Administrator, Shannon Schwingle, at sschwingle@thesigmagroup.com.

Responses to questions will be posted on the District's website (www.wibaseballdistrict.com) no later than 5:00 pm (CDT) on February 16, 2023. **Please check the website periodically since a preliminary response to questions may be posted sooner than February 16, 2023.**

A copy of the Southeast Wisconsin Professional Baseball Park District standard General Conditions is included in **Appendix B**. The Project Administrator on this project shall review all submittals and approve all invoices. In addition, the Project Administrator will be performing a punchlist review and follow-up punchlist closeout inspection.

SCOPE OF WORK AND SPECIFICATIONS

Detail on the location and construction limits are found in **Appendix A**. All work and materials shall conform in every detail to the scope, drawings and specifications. Follow Wisconsin Department of Transportation 2023 Standard Specifications for this work. A courtesy copy of the following sections are included in **Appendix C**:

- Sections 204: Removing Pavements
- Section 305 Dense-Graded Base
- Section 415 Concrete Pavement
- Section 416 Concrete Pavement Appurtenant Construction
- Section 501 Concrete
- Section 690 Sawing
- Part 700 Quality Management Program

As an Alternate to Section 501 Concrete – Contractor is allowed to submit an alternate mix design with reinforced fibers at their recommended dosing for review.

BID #1 includes saw cutting; removal of approximately 6,000 square feet of concrete in the South Dock; excavation below subgrade where needed; base course as needed; drilling and installation of tie bars and dowel bars; placement of concrete pavement and required sawing and curing.

BID #2 includes saw cutting; removal of approximately 6,900 square feet of concrete in the North Dock; excavation below subgrade where needed; base course as needed; drilling and installation of tie bars and dowel bars; placement of concrete pavement and required sawing and curing.

All quantities are to be field measured and verified by the Contractor. A plan for steel installation, concrete mixture design, and quality control plan will be submitted by the Contractor prior to starting construction operations for review and concurrence by the Project Administrator.

Unit Price Bid

Bidders shall provide a unit price for any EBS encountered that is approved by the Project Administrator. All items associated with the work shall be included in the unit price, including

but not limited to excavation, removals, hauling away of excavated material, and final compaction prior to placement of base course. Unit price shall be listed per cubic yard.

Bidder shall provide a unit price for base course that is approved by the Project Administrator. All items associated with the work shall be included in the unit price, including but not limited to hauling and furnishing the base course required, placement and compaction prior to placement of concrete. Unit price shall be listed per ton.

TAXES

This project is Sales & Use Tax Exempt (CES Number 008-0000051268-04). A Wisconsin Sales and Use Tax Exemption Certificate will be provided to the selected Contractor.

SCHEDULE

The Southeast Wisconsin Professional Baseball Park District anticipates awarding a contract the week of February 27, 2023. Work is expected to be completed no later than September 30, 2023. Work shall be coordinated around the Milwaukee Brewers home baseball schedule and concerts. Schedule verification is to be coordinated through the Project Administrator.

BIDDING CONTRACTOR'S REPRESENTATION

By submitting a bid, each Contractor certifies that it has examined and fully comprehends the requirements and intent of this RFP. By submitting a bid, each Contractor further certifies that, prior to submitting its bid, it has visited the site and examined all conditions affecting the Work and proposes to furnish all labor, materials, equipment and supplies necessary for, or incidental to, the proper execution of the Work.

CONDITIONS OF WORK

Access to American Family Field will be subject to standard building access regulations in place at that time. The selected Contractor will be provided with parking at American Family Field.

PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of all work from damage and shall protect Owner from injury or loss arising in connection with the Contract. Contractor shall make good any such damage, injury, or loss and shall adequately protect adjacent property.

Contractor shall take all necessary precautions for the safety of employees on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Contractor shall erect, and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against, without limitation, hazards created by such features of construction as protruding nails, hoists, scaffolding, and falling materials. Contractor shall provide and maintain flags, danger signs, barricades, rails, etc., as required to for safety. Job site safety is the sole responsibility of the Contractor.

DIVERSE FIRM PARTICIPATION

The District has a goal of achieving 15% Diverse Firm participation in construction contracts as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found in **Appendix D** and on the Project Participation Committee tab on the Southeast Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com). Contractors must review and complete the

form(s) as appropriate and submit with their bid. Failure to do so may result in your response being rejected.

WARRANTY

Included in the cost of the work, the Contractor shall provide a guarantee on all workmanship to be free of defects for a period of one year from the time of project final completion.

CLOSEOUT REQUIREMENTS

The contractor shall submit the following to the Project Administrator as part of project closeout. The Project Administrator must receive and approve these items prior to recommending final payment to the owner.

1. Final lien waiver
2. Warranty
3. Completion of all punchlist items

BID FORMS

NAME OF COMPANY _____ (Affix Corporate Seal if Applicable)

STREET ADDRESS _____

CITY STATE ZIP CODE _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPE NAME AND TITLE _____

DATE _____

I. LUMP SUM BID #1 – CONCRETE REPLACEMENT AT SOUTH DOCK

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required for sawing, pavement removals and concrete pavement repair and replacement as shown in Appendix A in the South Dock at American Family Field:

Lump Sum
Amount \$ _____ Dollars \$ _____
(Words) U.S. Funds (Figures) U.S. Funds

II. LUMP SUM BID #2 – CONCRETE REPLACEMENT AT NORTH DOCK

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required for sawing, pavement removals and concrete pavement repair and replacement as shown in Appendix A in the North Dock at American Family Field:

Lump Sum
Amount \$ _____ Dollars \$ _____
(Words) U.S. Funds (Figures) U.S. Funds

III. UNIT COST/CY – EXCAVATION

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide a unit price for excavation below subgrade. All items associated with the work shall be included in the unit price.

Unit Amount		
Per Cubic Yard \$	Dollars \$	
<hr/>		
(Words) U.S. Funds		(Figures) U.S. Funds

IV. UNIT COST/TON – BASE COURSE

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide a unit price for base course. All items associated with the work shall be included in the unit price.

Unit Amount		
Per Ton \$	Dollars \$	
<hr/>		
(Words) U.S. Funds		(Figures) U.S. Funds

V. UNIT COST/SF – CONCRETE REPLACEMENT

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide a unit price for additional square feet of concrete replacement. All items associated with the work shall be included in the unit price.

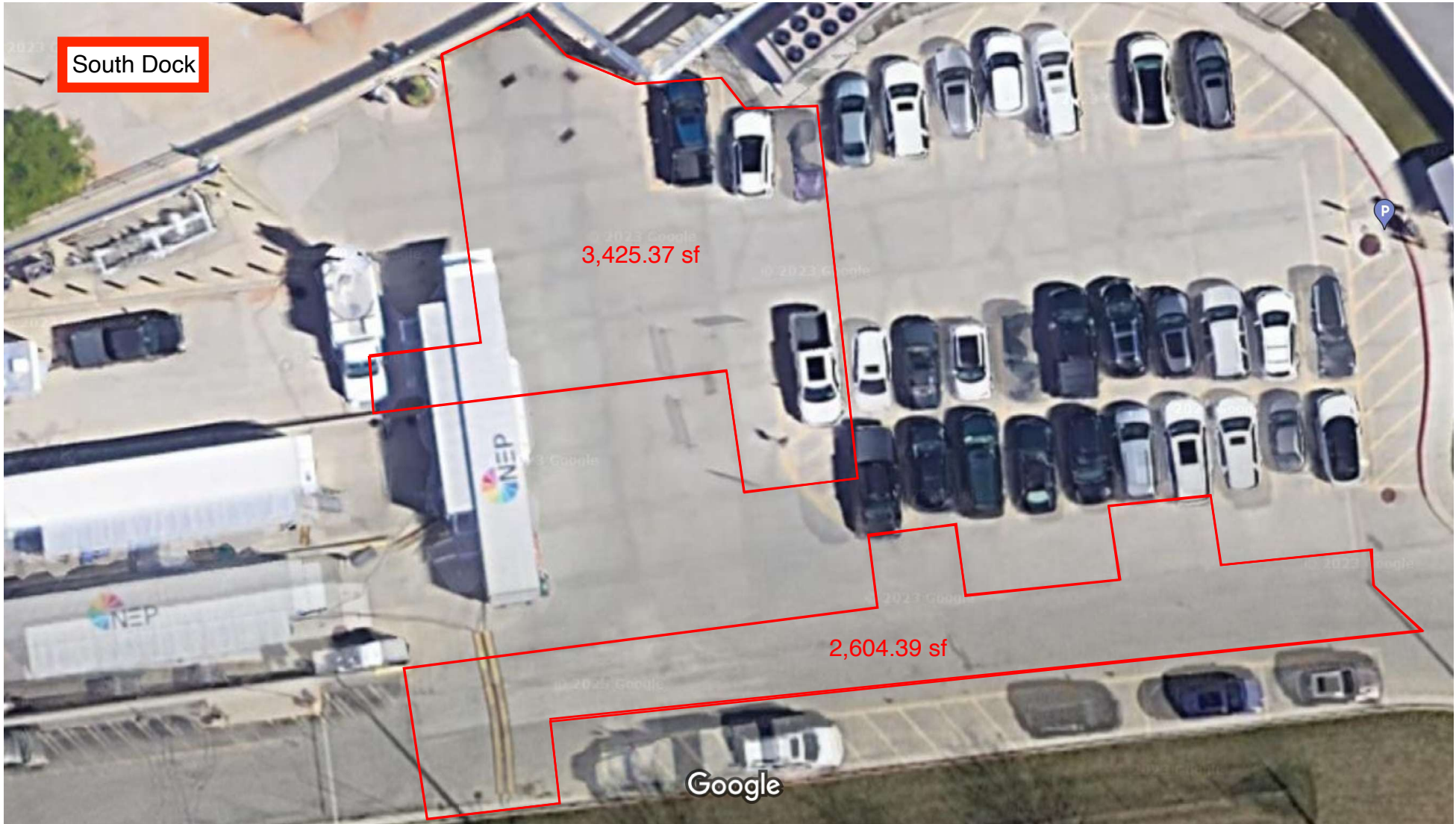
Unit Amount		
Per Square Foot \$	Dollars \$	
<hr/>		
(Words) U.S. Funds		(Figures) U.S. Funds

VI. DIVERSE FIRM PARTICIPATION

Attach a completed “Diverse Firm Utilization Plan” and, if necessary, the “Exemption Certification” and “Certification of Good Faith Effort” to this bid form. Forms can be found in **Appendix D**.

APPENDIX A

Loading Dock Drawings



South Dock

3,425.37 sf

2,604.39 sf

Google



North Dock

6,888.39 sf

9'-6"

Google

APPENDIX B

Southeast Wisconsin Professional Baseball Park District
General Conditions

**GENERAL CONDITIONS TO
CONSTRUCTION SERVICES CONTRACT
SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**

Article 1 GENERAL PROVISIONS

1.1 The Contract

The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification signed by authorized representatives of both parties.

1.2 The Contract Documents

The Contract shall consist of these General Conditions, a signed Purchase Order issued by the District, a signed accepted bid or proposal, drawings, shop drawings, specifications, schedule and addenda, as applicable (collectively, the "Contract Documents"). The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Where there is conflict in provisions between general provisions in individual contract documents, the terms and conditions of these General Conditions shall control. In case of any conflict in provisions in the individual contract documents that are specific to the Work, e.g., specifications, deadlines, etc., the most stringent specification and earliest deadlines shall govern.

1.3 The Ownership of Contract Documents

All drawings, specifications and other contract documents prepared for performance of the Work shall be Instruments of Service, and are for use solely with respect to this Project. The District shall receive and retain all rights of possession of the Instruments of Service during construction and upon completion, and are not to be used by Contractor or any subcontractor on any other project without written consent of the District.

Article 2 THE DISTRICT

2.1 Duties

The District shall provide any site information in its possession related to the construction site. Except for Permits as defined in Section 3.8 below, the District shall obtain and pay for all necessary approvals, easements, special assessments and charges. The furnishing of any information by the District shall not relieve Contractor of any duty under the Contract Documents. Contractor shall notify the District within three (3) business days following discovery of any discrepancy between the information provided and actual site conditions. Failure to notify the District within such time shall constitute a waiver of any claim relating to the condition so discovered.

2.2 Right To Stop Work

If Contractor fails to correct Work that is not in accordance with the Contract Documents, or has failed to carry out Work in accordance with the Contract Documents, the District may direct Contractor in writing to stop the Work, or any part thereof, until the correction is made.

2.3 Right To Carry Out The Work

If Contractor neglects or fails to carry out the Work in accordance with the Contract Documents, after notice as set forth in Section 10.7 hereof, in addition to any other rights the District has, the District may enter into contracts with other parties to complete, repair or replace the incomplete or defective Work, and may deduct from payments then or thereafter due Contractor the cost of correcting the deficiencies, including compensation for additional architectural services, legal fees, and other expenses that may be made necessary by the default of Contractor. If payments then or thereafter due Contractor are not sufficient to cover the costs of correcting the deficiencies, Contractor shall pay the District the difference no later than ten (10) days after the District's demand. Any amount not paid by Contractor when and as due shall be subject to interest at the rate of 18% per annum from the due date.

Article 3 CONTRACTOR

3.1 Duties

Contractor shall be responsible for providing all labor and materials as set forth on the accepted bid/proposal and in the Contract Documents (Work). Unless specifically excluded from the scope of the Work, Contractor shall be responsible for paying for all labor, materials, tools, utilities, transportation, as well as taxes thereon, and other facilities and services necessary to properly complete the Work. Execution of this agreement by Contractor is a representation that Contractor has studied the Contract Documents, visited the site, become familiar with the local conditions, and verified the grades, dimensions, elevations, and locations of existing conditions at the site.

3.2 Subcontracts and Subcontractors

Contractor shall contract with subcontractors as Contractor deems necessary for completion of the Work, and shall be responsible for the Work performed by such subcontractors as though the Work was performed by Contractor. The District will provide in writing any reasonable objection to the subcontractors. The foregoing notwithstanding, the District shall have no responsibility for the acts, omissions or breach of contract of any subcontractor. Every Subcontract shall require the Subcontractor to be bound by the terms of the Contract Documents, and to assume to the Contractor all obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor assumes herein to the District.

3.3 Supervision

The Contractor shall be responsible for all means and methods of construction of the Work, and shall supervise and direct its own employees and all subcontractors, using its best skill and attention. Timely completion of the Work in accordance with the terms of the Contract Documents is of crucial importance, and therefore, TIME IS OF THE ESSENCE in the performance of Contractor's duties under the Contract Documents. Contractor shall be responsible for ensuring the Work, including the Work performed by all subcontractors, strictly complies with the Contract Documents.

3.4 Coordination

Certain portions of the Work may be completed by contractors hired directly by the District. Contractor shall be responsible for coordinating its Work on the Project, including coordinating deliveries, storage, installations, and use of utilities with such contractors.

3.5 Safety and Security

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including all applicable safety laws, standards, rules and regulations, and shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent injury to, or loss to all persons, the Work, materials, equipment, and other property at the site or adjacent thereto. Contractor shall, in the performance of its duties, be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law or in conjunction with any governmental authority. Contractor shall promptly report to Project Administrator and the District all accidents arising out of or in connection with the performance of the Work, giving full details including statements of witnesses. Contractor shall promptly remedy any damage, injury or loss to property, as well as any condition posing undue threat of damage, injury or loss, at the site caused by the Contractor, subcontractors, or anyone else directly or indirectly associated with the such condition. Contractor shall secure the construction site, limiting access to authorized personnel only.

3.6 Quality

Unless specifically provided in the Contract Documents, all materials incorporated into the Work shall be new and meet the specifications for the Project. Upon the District's request, Contractor shall promptly provide the product labels and delivery slips for materials incorporated into the Work.

3.7 Warranty

Contractor warrants to the District that (1) materials furnished will be new and of good quality unless otherwise permitted under the Contract Documents; (2) the Work will be free from defects; and (3) the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements shall be considered defective, and will be promptly replaced by Contractor if Contractor discovers such defective Work or if the District gives notice of the defective Work to Contractor during the course of construction or during the one year period after substantial completion of the Project, regardless of the date the defective Work was provided. Correction of all defective Work shall be at Contractor's sole expense. If Contractor fails to correct defective Work within a reasonable time after notice is given, the District may carry out the Work as provided in Section 2.3 herein. Establishment of this one year period for correction of defective Work does not affect the applicable limitations periods. This express warranty is in addition to any and all implied warranties accompanying the performance of the Work, and is in addition to other rights and remedies available to the District.

3.8 Permits

Contractor shall pay for and obtain all building permits, governmental fees, licenses and inspections necessary for proper completion of the Work (collectively, "Permits"). Contractor shall give all required notices to all governmental agencies having jurisdiction over the Work.

3.9 Hot Work

Contractor acknowledges and agrees that if any Hot Work (any operation involving open flames or producing heat and/or sparks conducted outside a Hot Work Designated Area) is required as part of the Work, a Hot Work Permit provided by FM Global will be required. Contractor further acknowledges and agrees that it will be required to either: (1) bring a completed Hot Work Permit to

American Family Field, or (2) complete a Hot Work Permit at American Family Field on the date which Work is to be provided.

3.10 Construction Site Pollution Control

Prior to any land disturbance Work commencement, Contractor shall supply an erosion and sediment control plan, details, notes, and necessary sequencing plan to the District that Contractor shall implement to comply with the Construction Site Erosion & Sediment Control Standards applicable to the Work. The plan shall outline all necessary DNR approved technical standards related to erosion/sediment control and/or storm water management that the Contractor will implement, maintain, and inspect as required throughout the duration of construction until final restoration (as needed) is achieved. The Contractor shall be responsible for the proper design; and the Contractor shall be responsible for the proper installation, inspection and repair/maintenance of the erosion/sediment control measures and/or storm water management measures and shall document records of inspections (on DNR inspection reports: <http://dnr.wi.gov/topic/stormwater/construction/forms.html>) and records of repair/maintenance activities in daily logs during the Work in accordance with ch. NR 151 and ch. NR 216, Wisconsin Administrative Code. The inspection reports and repair/maintenance logs shall be kept on-site in an accessible location along with the approved erosion and sediment control plan, details, notes and sequencing plan.

3.11 Schedule

If indicated in the Signed Purchase Order or as otherwise required by the Contract Documents, before it starts construction, Contractor shall provide to the District and obtain the District's approval of a schedule of performance of the Work, showing the critical path and milestones for completion of the Work according to the Contract Documents. The District shall note any deficiencies in scheduling prior to accepting the schedule.

3.12 Clean-Up

Contractor shall keep the premises and surrounding area free from debris and trash related to the Work. Contractor shall be responsible for daily clean-up of construction materials, debris and dust control. Upon completion of the Work, Contractor shall provide a final clean-up of all surfaces.

3.13 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, the Project Administrator, its directors, officers, employees, representatives and their respective successors and assigns from and against all losses, claims, liabilities, costs, damages, payments, judgments and expenses, including but not limited to attorney's fees and other costs of litigation, sustained as a result of bodily injury or property damage to any person whomsoever, including employees of the Contractor or its subcontractors, or arising out of relating to the performance of the Work by the Contractor or any of the other duties assumed hereunder by the Contractor, including, without limitation, any violation of applicable safety laws as described in Section 3.5 above. This obligation is in addition to any other obligations set forth herein or under applicable law.

Article 4 PROJECT ADMINISTRATOR

The District's Project Administrator, or such other person or entity designated by the District ("Project Administrator"), will provide administration of the Contract. The Project Administrator will visit the site at regular intervals, and based upon the observations made, will evaluate Contractor's invoice and certify the amount due. The Project Administrator will have the authority to reject non-conforming or defective Work. The Project Administrator will promptly interpret and advise concerning the Contractor's performance of the requirements of the Contract Documents.

Article 5 TIME AND SCHEDULE

TIME IS OF THE ESSENCE as to completion of the Work according to the Contract Documents. If Contractor is delayed at any time in the progress of the Work by any cause that could not have been anticipated and that was beyond the Contractor's control, the time for performance may be extended by a revised Purchase Order. No other extensions of time shall be approved. The date of commencement of the construction ("Commencement Date") and the date upon which Contractor shall substantially complete the Work ("Substantial Completion Date") are set forth in the Purchase Order.

Article 6 COSTS, PAYMENT AND COMPLETION

6.1 Contract Sum

The Contract Sum is the total amount payable by the District to the Contractor for the full and complete performance of the Work under the Contract Documents. Without limitation, the Contract Sum includes: (i) all subcontractors' Work (including any mark-up on subcontractors' Work) (ii) all self-performed work; (iii) the costs of all materials and supplies; (iv) the costs of all equipment; (v) all labor necessary to perform the Work; (vi) the costs of all bonds and insurance required to be furnished and/or provided by Contractor under the Contract Documents; (vii) the costs of all Permits; (viii) any and all other direct or indirect costs; and (ix) Contractor's fee, profit and/or recoverable overhead. As indicated in the Purchase Order, the Contract Sum shall either be in the form of a "Lump Sum", "Actual Cost - Not to Exceed", or such other method of payment as agreed upon by the District and Contractor.

6.2 Invoicing

Contractor shall submit invoice(s) to the District that shall be on a form acceptable to the District. Each invoice shall be supported by work logs and other data substantiating the Contractor's right to payment. Contractor shall submit with each invoice a conditional waiver and release of lien for the Contractor and for each subcontractor and material supplier who has furnished labor, equipment, materials, or services to the Project for the period covered by the invoice. The Project Administrator will review the invoice as set forth in Article 4 above, and will authorize payment as long as there are no outstanding liens or claims and so long as the Work has been performed in accordance with the Contract Documents. Contractor shall further warrant that, upon submittal of an invoice: (i) title to all Work covered by the invoice will pass to the District no later than the time of payment; and (ii) all Work for which invoices have previously been paid by the District shall be paid to all subcontractors to whom payments are due and that the Project is free and clear of any and all liens, claims, security interests or other encumbrances adverse to the District.

6.3 Progress Payments

Neither the District nor the Project Administrator shall be responsible for direct payment of any monies to subcontractors or material suppliers. Issuance of a Certificate for Payment, or occupancy or use of

the Project by the District, shall not constitute acceptance of Work that is not in conformance with the requirements of the Contract Documents. Notwithstanding the above, the District reserves the right to make payments in the event of any default by the Contractor to any subcontractor in such amount as the District determines necessary to protect the District's interests from lien or other claim. Payment of any such amounts directly to a subcontractor shall be credited against amounts otherwise due Contractor.

6.4 Substantial Completion

Substantial Completion occurs when the Work or a portion thereof is sufficiently complete in accordance with the Contract Documents such that the District can occupy or use the Work for its intended purpose and when all required occupancy permits have been issued and delivered to the District. Upon Substantial Completion, as determined by the Project Administrator, the District shall make payment, excepting only such Work or a portion of the Work as required to complete the punch list.

6.5 Final Completion

Upon receipt of a final invoice, the Project Administrator will inspect the Work, and if the Project Administrator finds the Work acceptable and the Contract fully performed, will approve final payment. Final payment shall not become due until the Contractor submits to the District release and final lien waivers satisfying all obligations, claims, security interests, or other encumbrances arising out of the Contract, together with all warranties, guarantees, record documents including all drawings, plans, specifications, maintenance manuals, or other documents provided by the Contractor or material suppliers. Acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor except those previously made in writing and unsettled as of the time of the final invoice submittal.

Article 7 CHANGES IN THE WORK

Changes in the Work shall be accomplished only through a revised Purchase Order. Contractor shall provide documentation justifying the adjustment to the Contract Sum before commencement of any Work specified in the revised Purchase Order. Any request for an extension of Contract Time shall be accompanied by a revised schedule for performance of the Work, showing both the original schedule and revisions, as well as the effect of the requested extension. Contractor shall not be entitled to compensation for additional work performed prior to receipt of a fully executed revised Purchase Order.

Article 8 INSURANCE AND BONDS

Contractor shall provide the insurance as required in Exhibit A attached hereto.

Article 9 TERMINATION

9.1 Termination By Contractor

Contractor may terminate the Contract upon occurrence of any of the following:

1. issuance of a court or other public authority order stopping all Work;
2. an act of government declaring all Work is to stop; or

3. failure of the District to make payment upon an invoice validly approved by the Project Administrator within thirty (30) days of approval, which failure continues for a period of seven (7) days after notice from Contractor to the District.

Upon such termination, the Contractor shall be compensated for all Work completed to the date of termination. Contractor shall not be entitled to any anticipated profits, consequential damages, or mobilization expenses.

9.2 Termination By the District For Cause

The District may terminate the Contract if the Contractor:

1. repeatedly refuses or fails to adequately supply properly skilled labor or materials;
2. fails to make payments to subcontractors for materials or labor in accordance with the respective subcontract agreements;
3. disregards laws, ordinances, rules regulations or orders of any public authority having jurisdiction over the Project;
4. substantially breaches any provision of the Contract Documents;
5. becomes insolvent; or
6. becomes the subject of a bankruptcy filing, a receivership, voluntary or involuntary, a composition or any other proceeding designed for the benefit of creditors generally or specifically that is not dismissed within 60 days of filing.

Without regard to the remedies at law or as stated herein, after seven (7) day notice to Contractor of any cause set forth above, the District may terminate the Contract and exercise its rights as set forth within Article 2 herein.

9.3 Termination By The District For Convenience

Notwithstanding any other provision to the contrary in the Contract Documents, the District may terminate the services of the Contractor and the Work by giving Contractor seven (7) days prior written notice. In such event, the Contractor shall be entitled to payment for all Work completed, but for no other compensation or damages.

9.4 Suspension By The District

The District may order the Contractor to suspend, delay or interrupt the Work for a period of time as the District may direct. In such event, the Contract Sum and Contract Time shall be adjusted if necessary pursuant to the provision of Article 7 herein.

9.5 No Suspension by Contractor

Under no circumstances shall the Contractor suspend the Work without the prior, written consent of the District.

Article 10 MISCELLANEOUS PROVISIONS

- 10.1 Applicable Law. The Contract is entered into and shall be interpreted in accordance with the laws of the State of Wisconsin, without regard for conflict of laws principles.
- 10.2 The exclusive forum for the resolution of any and all disputes arising out of or relating to this Contract shall be litigation in the Circuit Court for Milwaukee County, Wisconsin. The parties hereby waive any claims or defenses that venue in such jurisdiction is inappropriate, inconvenient or wrongful.
- 10.3 If any term shall be found to be invalid or unenforceable, the remaining portion of the Agreement shall remain in force and effect.
- 10.4 No waiver by any party of any provision hereof shall be deemed a waiver of any other provision or right of enforcement of such provision at a later date.
- 10.5 Except as set forth herein, this Agreement shall be binding upon all successors and heirs of the respective parties. The foregoing notwithstanding, other than the right to subcontract the Work, the Contractor may not assign the Contract Documents to any third party without the prior written consent of the District, which the District may withhold in its absolute discretion.
- 10.6 Remedies
- In addition to all rights and remedies available under law, the District may set off any and all damages for which Contractor is liable under the Contract Documents. The prevailing party in any dispute between the District and Contractor shall be awarded its costs and expenses, including reasonable attorney's fees.
- 10.7 Notice
- Where required under the terms and conditions of this Agreement, notice shall be given in writing through (1) delivery in person to the individual or member of the firm for which it is intended; or (2) delivery through registered or certified mail to the address set forth in the Contract.
- 10.8 The Contract may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.
- 10.9 Each person signing the Contract, including these Terms and Conditions, represents and warrants: (i) they have read and understand the Contract; and (ii) they are duly authorized to sign the Contract and to bind the party they purport to represent to its terms.

Article 11 DISPUTE RESOLUTION

Should a dispute arise between the District and Contractor during the performance of the Contract or thereafter, the parties shall make a good faith attempt to resolve the dispute between themselves within ten (10) days of notice of dispute having been given.

Article 12 DEFINITIONS

12.1 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

12.2 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

EXHIBIT A

- A. Commercial General Liability** – Occurrence Basis (including equipment overload):
- | | Limits |
|-------------------------------------------|---------------|
| General Aggregate (per project) | \$2,000,000 |
| Products – Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
- B. Business Auto Liability** – All Autos including Hired and Non-Owned Autos:
- | | |
|-------------------------------------------------------|-------------|
| Bodily Injury & Property Damage-Combined Single Limit | \$1,000,000 |
|-------------------------------------------------------|-------------|
- C. Worker’s Compensation and Employers Liability:**
- | | |
|-------------------------------------------|-----------|
| Workers Compensation | Statutory |
| Employers Liability | |
| Bodily Injury by Accident (each accident) | \$100,000 |
| Bodily Injury by Disease (policy limit) | \$500,000 |
| Bodily Injury by Disease (each employee) | \$100,000 |
- D. Excess or Umbrella Liability** – All Contractors except for the General Contractor:
- | | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
- E. Pollution Liability** – Applicable if your work involves the use, disposal or transportation of pollutants or other hazardous materials:
- | | |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
| Aggregate | \$2,000,000 |
- F. Contractor’s Equipment** – All Contractors will be responsible for insuring their own equipment. The District will bear no responsibility for equipment used, rented or leased by contractors on or off-site. If cranes are used, Contractors should be certain to obtain special endorsements for loss by exceeding lifting capacity (i.e., overload).
- G. Rigger’s & Erector’s Liability** – If your work involves rigging or erecting, special liability limits are required:
- | | |
|-----------------|--------------|
| Each Occurrence | \$20,000,000 |
| Aggregate | \$20,000,000 |
- H. Additional Insured:** The Southeast Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, L.P. shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies.
- I. Certificate of Insurance:** The District shall receive a Certificate of Insurance evidencing compliance with these insurance requirements prior to commencing any work, and a renewal Certificate of Insurance prior to the expiration or cancellation of any policy.
- J. Coverage Term:** All insurance must remain in force for the duration of the project and three years following project completion.
- K. A.M. Best Rating:** All insurers must be rated A- or better by A.M. Best & Company.

APPENDIX C

General Requirements for Concrete Pavement Replacement

SEE SEPARATE DOCUMENT FOR APPENDIX C

APPENDIX D

Southeast Wisconsin Professional Baseball Park District
Diversity Contracting Program



DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

Does your firm maintain one of the socio-economic status certifications listed at the top of the page 2 in the District's Diverse Contracting Program? Please note, registration based solely on NAICS code and number of employees with the U.S. Small Business Administration does not qualify your firm as a Diverse Firm under the District's program.

Does your firm's address (location bidding the work) fall within an "at risk" or "distressed" community in the Distressed Communities Index? To check if your firm is located in an Economically Distressed Community please search by zip code at this link https://eig.org/dci/interactive-map.

YES!

You are done! Please submit proof of Diverse Firm qualification with your bid/ proposal.

NO

The District maintains a Diverse Firm participation goal of 10 % for professional services and 15 % for improvement projects. Please review Diverse Firm contracting options and continue below.

Will your firm be utilizing a Diverse Firm subcontractor for this project?

YES!

We will be utilizing a Diverse Firm subcontractor. Continue to the "Using a Diverse Firm" section below.

NO

We were unable to secure a Diverse Firm subcontractor. Continue to the "Not Using a Diverse Firm" section below.

Using a Diverse Firm

OR

Not Using a Diverse Firm

Utilization Plan

If your firm will be utilizing a Diverse Firm subcontractor, please complete this Utilization Plan. Submit this form with your bid/ proposal. To access this form, please use the following link.

https://wibasealldistrict.com/wp-content/uploads/2022/10/Diverse_Firm_Utilization_plan.pdf

Exemption Certification

If the project was unable to include Diverse Firm participation, please review the Exemption Certification. Determine if your project qualifies for an exemption. If your project or a portion of your project qualifies for an exemption, please indicate this on the form. Submit this form with your bid/proposal. To access this form, please use the following link.

https://www.wibasealldistrict.com/wp-content/uploads/2022/10/Exemption_Certification.pdf

After your firm is awarded a bid or contract

Utilization Form

Complete the Utilization Form and submit it with each invoice that includes payments to the Diverse Firm subcontractor. To access this form, please use the following link.

https://www.wibasealldistrict.com/wp-content/uploads/2022/10/Diverse_Firm_Utilization_Form.pdf

If your project does not qualify for an exemption or you selected exemption category 3 or 4, please complete Certification of Good Faith Effort.

Certification of Good Faith Effort

Review the checklist and initial and date each item your firm performed in an effort to obtain Diverse Firm participation. Be sure to sign and date the form. Return this form with your bid/proposal. To access this form, please use the following link.

https://www.wibasealldistrict.com/wp-content/uploads/2022/10/Certification_of_Good_Faith_Effort.pdf

Southeast Wisconsin Professional Baseball Park District Diversity Contracting Program

Adopted: June 9, 2020

Program Overview

The Southeast Wisconsin Professional Baseball Park District (the “District”) is a special district that is a body corporate and politic, and a local governmental unit, separate and independent of the State of Wisconsin. Under Sec. 229.67, Wis. Stats., the jurisdiction of the District includes Milwaukee, Racine, Waukesha, Washington, and Ozaukee Counties (collectively, the “Jurisdiction”). The following policies and procedures (the “Program”) will be utilized for the inclusion of Diverse Firms in ongoing completion of improvements to the District’s baseball park facilities (“Improvement Projects”), as well as in its needs for professional, administrative and operations services (“Service Projects”) for the District (collectively, the “Operations”).

It is the District’s intent to utilize Contractors reflective of the diversity of its entire Jurisdiction. The District, therefore, notifies all Contractors that no one will be discriminated against in the awarding of any Operations contract on the grounds of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status.

While the District has no statutory obligation mandating participation in its Operations contracting, the District’s policy will be to enforce full, good faith compliance with this Program by all Contractors, and to provide Diverse Firms a meaningful opportunity for substantive participation in ongoing District Operations. This Program has been designed to promote and encourage open competition and participation in Operations activities and to enhance opportunities for Diverse Firms to successfully compete in Operations contracting.

It is the intent of this policy to widen opportunities for participation, increase competition, and establish procedures designed to assure Diverse Firms access to information and opportunities available to all Vendors. It is not the policy of the Southeast Wisconsin Professional Baseball Park District or its Board of Directors to provide information or other opportunities to Diverse Firms that will not be available to all other business enterprises.

Vendor commitments to District

Vendors shall take all reasonable steps necessary to ensure that Diverse Firms have a full and fair opportunity to compete for the performance of contracts. As a condition of submitting a bid or proposal, each Vendor hereby agrees to:

1. not discriminate against any person or business on the basis of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status;
2. ensure that Diverse Firms have fair opportunity to compete for and substantively perform with them in completing contracts;
3. commit best efforts to meet Diverse Firm procurement and contracting goals (inclusive of all accepted alternates, actual allowance values, change orders, modifications and amendments) through Diverse Firms’ participation; and
4. acknowledge that they have not required Diverse Firms to engage in exclusive relationships with them as a condition to their participation in the bid or proposal.

The District places all Vendors on notice that the District will not hire those that engage in restraint of trade or attempts to monopolize utilization of Diverse Firms.

Diverse Firm Participation Level Goal

It is the goal of the District to provide an equal opportunity for Diverse Firms to participate in the performance of contracts. For qualifying Operations, the District will maintain goals that:

- 10% of the aggregated dollar value of Service Projects, and
- 15% of the aggregated dollar value of Improvement Projects contracts awarded on District Operations shall be made to Diverse Firms (collectively, the “Participation Level”).

A Diverse Firm is a firm fulfilling at least one of the following:

- Maintains one or more of the socio-economic status certifications from a federal, state or local government agency or by a third-party certifier (Minority Supplier Diversity Council, National Women Business Owners Corporation, Disability: IN, National LGBT Chamber of Commerce, etc.) including, but not limited to the following:
 - Disabled-Owned Business Enterprise (DOBE)
 - Disadvantaged Business Enterprise (DBE)
 - Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE)
 - Minority-Owned Business Enterprise (MBE)
 - Service -Disabled Veteran-Owned Small Business (SDVOSB)
 - Small Business Enterprise (SBE)
 - Women-Owned Business Enterprise (WBE)
 - Veteran-Owned Small Business Enterprise (VOSB)
 - Historically Underutilized Business Zone (HUBZone)
 - 8(a) Business Development Program (8(a))
- Maintains a physical business location in an Economically Distressed Community.
- Can produce other documentation verifying it qualifies as a Diverse Firm. This is designed to cover sole proprietorships, small partnerships, closely held corporations and companies that do not have the resources to seek a governmental or third-party certification.

The District and Contractors will use best efforts to utilize Diverse Firms that have provided written evidence confirming their status as a Diverse Firm for their performance of Operations contracts consistent with the District’s Participation Level goals. No credit will be given for the dollar value of materials, equipment, supplies and/or services provided by a Diverse Firm that operates as a pass-through broker. The District reserves the right to set specific Diverse Firm percentage goals for each Operations project bid package, based on availability of Diverse Firms to perform the work necessary for the project.

Process

Reasonable efforts will be made by the District and Vendors to seek out Diverse Firms for the procurement of goods or services and, in particular, Diverse Firms from the Jurisdiction.

Bidding process

In submitting a bid/proposal, Vendors shall comply with the following submittal requirements. Failure to submit complete information and/or provide documents in accordance with this section shall entitle the District to reject the Vendor’s bid/proposal as non-conforming.

Vendors that are Diverse Firms must submit written evidence confirming their status as a Diverse Firm.

Vendors that are not themselves a Diverse Firm must submit with their bid/proposal to the District a sworn statement committing them to use specific, listed Diverse Firms if their bid is accepted (a “Utilization Plan”). Except in cases where the bidder/proposer has submitted an Exemption Certification in accordance with this Program, the Diverse Firm Utilization Plan must commit to the expenditure of a specific dollar amount or

percentage of final contract amount of participation by each such Diverse Firm included in the Utilization Plan. The Utilization Plan may include a reduction or exemption request, supplying information as required in this Policy.

Process after the contract is awarded

Upon approval and award of a contract, the Contractor will maintain the Participation Level approved in its contract, as may be amended from time to time in writing by the District, during Contractor's performance of the Operations work or services.

If the contract includes a Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. Failure to submit the required form to the District may result in delay of payments.

Any changes in the qualifying status of the Diverse Firm under this program shall be reported to the District immediately.

The District shall be entitled to request, and the Contractor will submit to the District, a copy of its executed Diverse Firm subcontract within fifteen (15) days after the District makes a written request.

If, during the performance of an Operations contract, the Contractor is not in compliance with the Participation Level approved in its contract, fails to provide adequate documentation of compliance, or submits any documentation regarding a Diverse Firm that contains false, misleading or fraudulent information, the District may take one or more of the following actions:

1. Withhold payments on the contract and/or pay Contractor's subcontractors directly while withholding overhead and profit of the Contractor.
2. Terminate the Contractor's contract, in whole or in part, for cause.
3. Deny participation on other portions of the Operations and/or in any future contracts awarded by the District.
4. Any other remedy available to the District at law or in equity.

If any document or statement submitted to the District or Contractor by a Diverse Firm contains false, misleading or fraudulent information, the District will require the Contractor to terminate the Diverse Firm and make reasonable efforts to identify and engage a qualified Diverse Firm as its replacement.

Exemption Certification

The District and Vendors will make every effort to include as much Diverse Firm participation as possible. However, if any of the following criteria identified below are met, the project/contract dollars or portion of a project/contract dollars will be exempt from Participation Level goals.

1. The procurement of insurance and office necessities, including, but not limited to, software, hardware, and technology, or other services and the payment of government-imposed fees, taxes, and permitting.
2. The procurement of materials, labor, equipment or goods uniquely designed for the needs of the baseball park facility.
3. The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
4. Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

If any of the criteria in categories 2 – 4 above are met, the Vendor is responsible for submitting the Exemption Certification form, a Certification of Good Faith Effort and, if requested by the District, supporting documentation which demonstrated the identified Good Faith Efforts attempted. The supporting documentation may include e-

mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc. demonstrating the lack of response, or detail justifying why the Diverse Firm respondents were not capable of performing the work or that the costs were excessive.

Definitions

In addition to those definitions set forth elsewhere in this document, when used in this Program, the following terms (whether used in singular or plural tense) shall have the meanings identified below:

Bid / Proposal: Offer to provide goods and/or services for a specified price.

Contractor: All construction contractors and Service Providers hired directly by the District for any Improvement Projects and/or any Service Projects related to the Operations.

Economically Distressed Community: A geographic area within an “At Risk” or “Distressed” zip code as identified by the Distressed Communities Index (DCI) or an equivalent database.

Participation Levels: The percentage level goals for aggregate participation of Diverse Firms established within this Program.

Reasonable efforts/ good faith efforts: All commercially reasonable efforts necessary and practicable to increase the opportunities available in order to meet the applicable Diverse Firm Participation Levels.

Service Provider: Any architect, engineer, surveyor, environmental analyst, developer, legal, accounting and audit, marketing/public communications or other professional service consultant, including District management and administrative staff, retained to perform services related to the Operations.

Vendor: A person or company offering the District a good and/or service for sale.

Forms

- Diverse Firm Utilization Plan (submitted with Vendor Bid/Proposal)
- Diverse Firm Utilization Form (submitted with Contractor invoices or pay applications)
- Exemption Certification (submitted with Vendor Bid/Proposal, if necessary)
- Certification of Good Faith Effort (submitted with Vendor Bid/Proposal, if necessary)

Southeast Wisconsin Professional Baseball Park District Diverse Firm Utilization Plan

Purpose: Please complete this form and return with your bid/proposal. Complete a section for each Diverse Firm anticipated to contribute to the project.

Diverse Firm Name		Contact Name	
Diverse Firm Address			
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm
Brief description of work to be performed by the Diverse Firm			

Diverse Firm Name		Contact Name	
Diverse Firm Address			
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm
Brief description of work to be performed by the Diverse Firm			

Diverse Firm Name		Contact Name	
Diverse Firm Address			
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm
Brief description of work to be performed by the Diverse Firm			

Signature

Title

Typed or Printed Name

Date

Southeast Wisconsin Professional Baseball Park District Diverse Firm Utilization Form

Purpose: When a contract includes a Diverse Firm Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. For questions please contact Lisa Wozny at (414) 902-4043 or lwozny@wibaseballdistrict.com.

Company Name	
P.O. #	

Diverse Firm Name	
Services provided by Diverse Firm	
Amount Paid to Diverse Firm	

Diverse Firm Name	
Services provided by Diverse Firm	
Amount Paid to Diverse Firm	

Signature

Title

Typed or Printed Name

Date

Southeast Wisconsin Professional Baseball Park District Exemption Certification

To request an exemption, please initial and date the box to the left of the applicable category, identify the qualifying whole project or phase of project, and record the dollar amount associated with each applicable section.

Please submit a "Certification of Good Faith Effort" form, if the cost to utilize a Diverse Firm would be unreasonably higher, there were no Diverse Firms which responded, or there were Diverse Firms which responded but were not capable of performing the work requested.

<input type="checkbox"/>	Category 2	Identify whole project or applicable portion of project.	Dollar Amount
	Materials, labor, equipment or specialized goods unique for the needs of the baseball park facility.	<input type="checkbox"/> Entire project.	
		<input type="checkbox"/> Portion(s) of project Description:	
		<input type="checkbox"/> Portion(s) of project Description:	
		<input type="checkbox"/> Portion(s) of project Description:	
		<input type="checkbox"/> Portion(s) of project Description:	

FOR CATEGORIES 3 – 4 PLEASE SUBMIT CERTIFICATION OF GOOD FAITH EFFORT.

<input type="checkbox"/>	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
<input type="checkbox"/>	Category 4	Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

Signature

Title

Typed or Printed Name

Date

Southeast Wisconsin Professional Baseball Park District Certification of Good Faith Effort

By submitting the signed, the Vendor certifies that the Vendor took the following steps to attempt to obtain sufficient Diverse Firm participation to achieve the Participation Level goals.

Upon request, the Vendor shall also submit documentation which demonstrates the identified Good Faith Efforts attempted. Documentation includes, but is not limited to, e-mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc.

Initial and date the box to the right of each effort that was undertaken.

Good Faith Efforts	Initial
Delivered written notice of subcontracting opportunities on eligible contracts to the appropriate and industry-specific Diverse Firms.	
Utilized local or targeted newspapers, periodicals and diverse firm focused associations and websites for notice purposes regarding subcontracting opportunities.	
Responded to requests for information from Diverse Firms regarding the bid / proposal.	
Divided tasks within the eligible contract, in accordance with normal industry practice, into small, economically feasible segments that can be performed by Diverse Firms.	
Developed internal management policies and procedures within the company that are designed to assist in achieving Diverse Firm participation on contracts.	
Attempted to negotiate, in good faith, with a Diverse Firm to provide goods or services related to this contracting opportunity.	
Documented and maintained accurate and accessible records of such Good Faith Efforts to utilize Diverse Firms.	
Ensured that written notices contain the following:	
<ul style="list-style-type: none"> • adequate information about the plans, specifications, and relevant terms and conditions of the contract and about the work to be subcontracted to, or the goods to be obtained from, subcontractors and suppliers; • a contact person with the proposer's office to answer questions; • information regarding the proposer's bonding and insurance requirements; and • the last date for receipt by the proposer of Diverse Firm price quotations. 	
OTHER:	

Signature

Title

Typed or Printed Name

Date