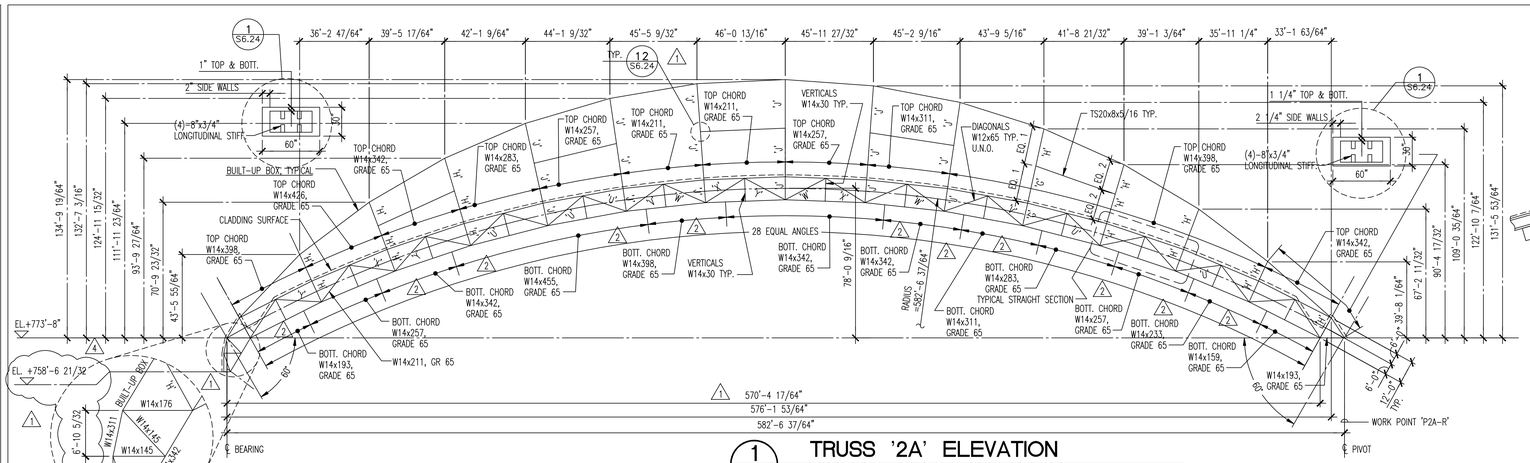
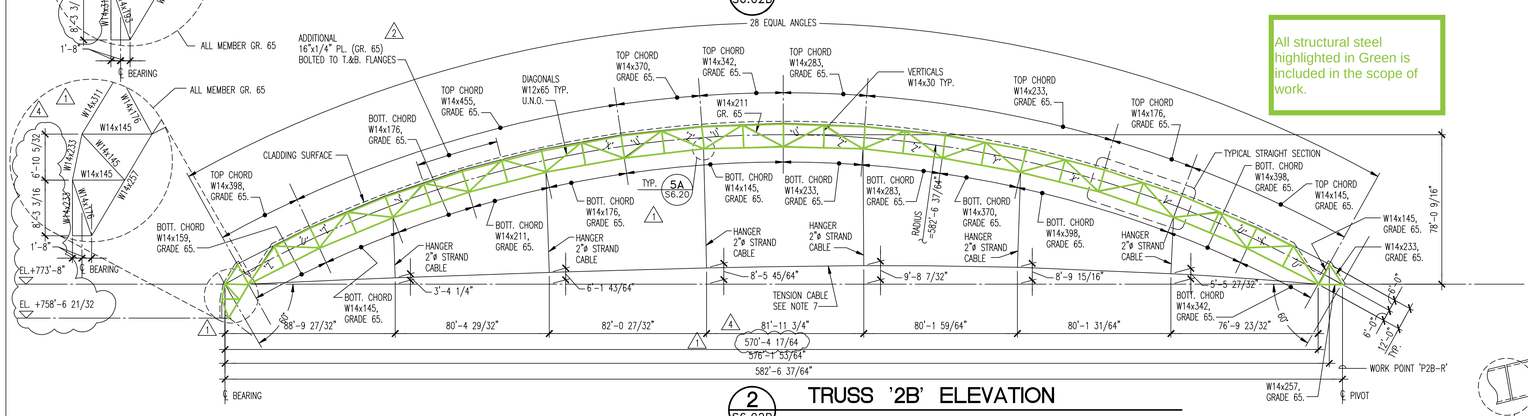
ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 **E-MAIL:** CONTACT@WIBASEBALLDISTRICT.COM **PHONE:** (414)902-4040

APPENDIX A



1 S6.02B

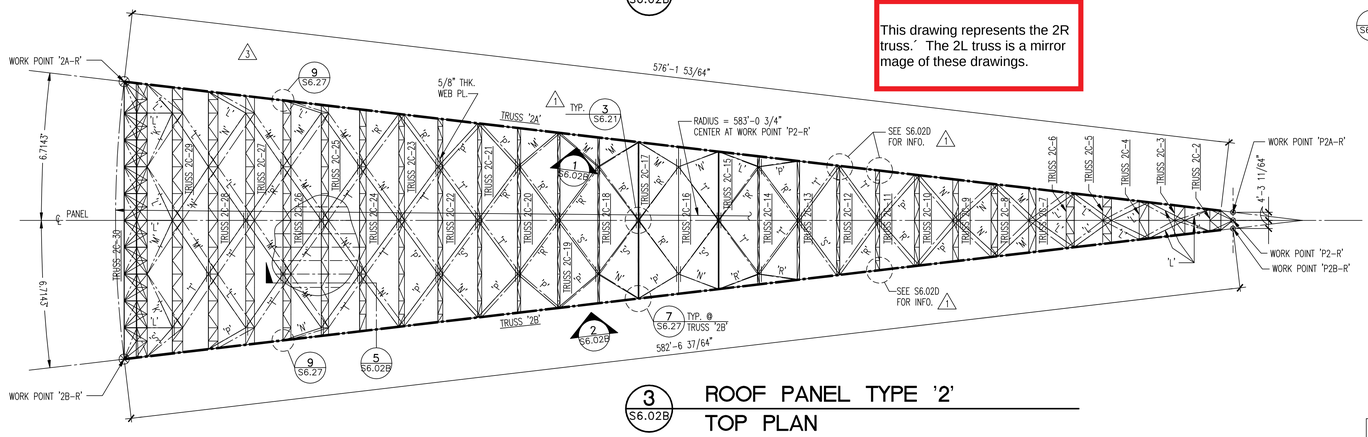
TRUSS '2A' ELEVATION



2 S6.02B

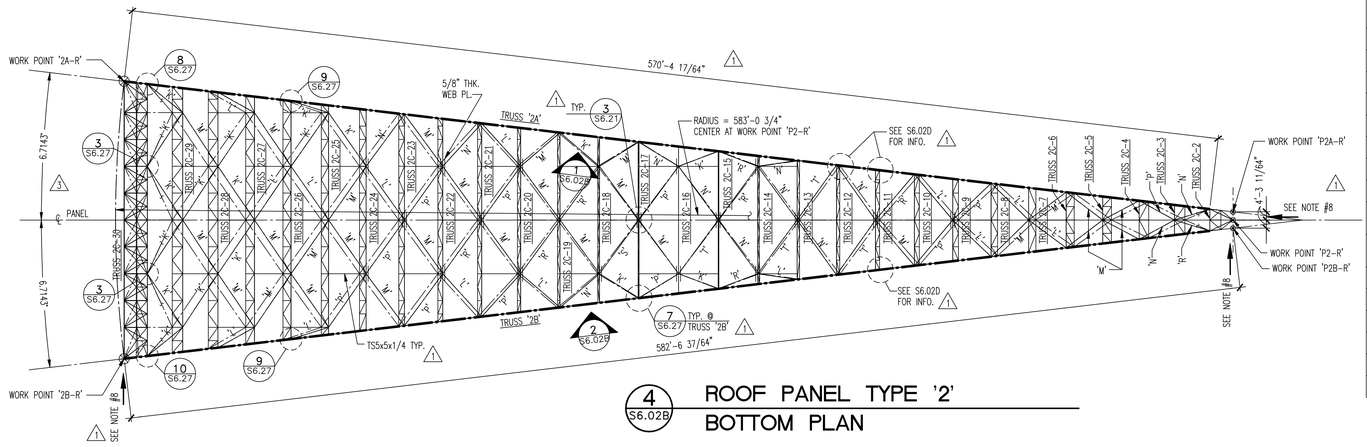
TRUSS '2B' ELEVATION

This drawing represents the 2R truss.' The 2L truss is a mirror mage of these drawings.



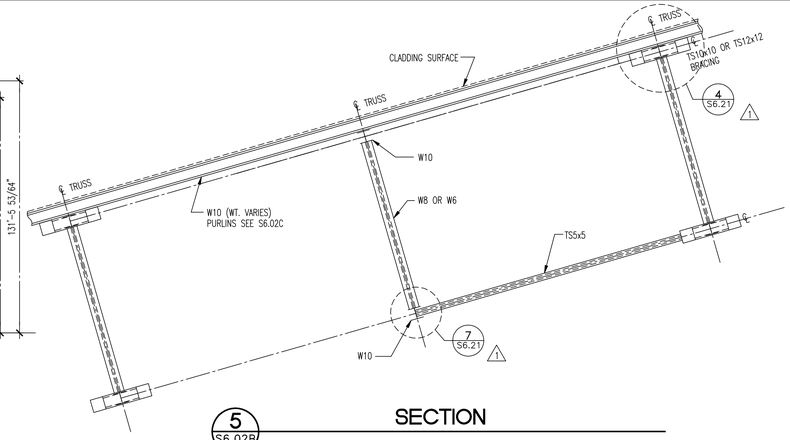
3 S6.02B

ROOF PANEL TYPE '2' TOP PLAN



4 S6.02B

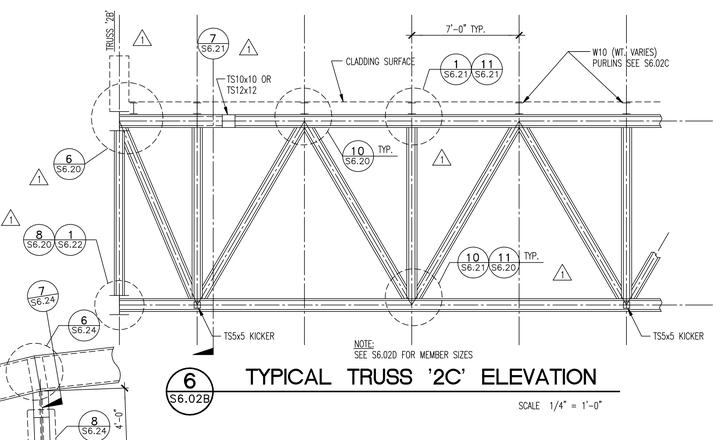
ROOF PANEL TYPE '2' BOTTOM PLAN



5 S6.02B

SECTION

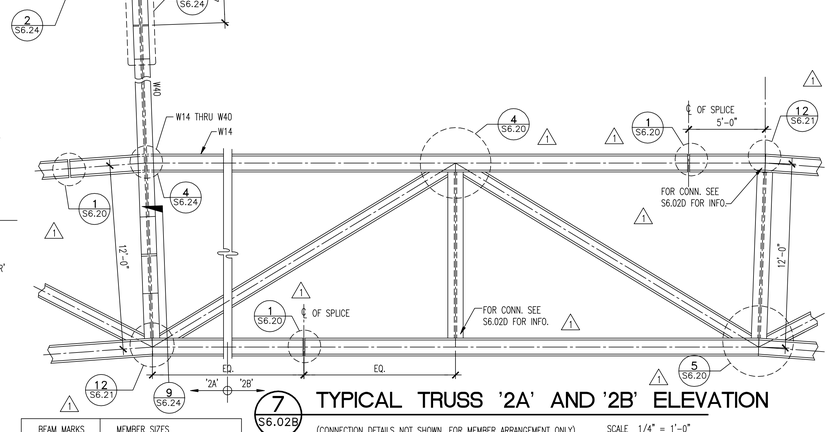
SCALE 1/4" = 1'-0"



6 S6.02B

TYPICAL TRUSS '2C' ELEVATION

SCALE 1/4" = 1'-0"



7 S6.02B

TYPICAL TRUSS '2A' AND '2B' ELEVATION

(CONNECTION DETAILS NOT SHOWN, FOR MEMBER ARRANGEMENT ONLY) SCALE 1/4" = 1'-0"

BEAM MARKS	MEMBER SIZES
'G'	W40x235 (GR. 65. W/ 1/2" WEB PL. @ EA. SIDE GR. 50) 2 3
'H'	W40x235 (GR. 65)
'J'	W44x290 (GR. 65)
'K'	TS10x10x1/4
'L'	TS10x10x5/16
'M'	TS12x12x5/16
'N'	TS12x12x3/8
'P'	TS12x12x1/2
'R'	TS12x12x5/8
'S'	TS10x10x5/8 WITH (2)-16"x3/8" THK. PL 11 S6.24 1
'T'	TS10x10x5/8 WITH (2)-16"x3/4" THK. PL
'U'	W12x79
'V'	W12x96
'W'	W12x106
'X'	W12x120
'Y'	W12x136
'Z'	W12x170

NOTES:
1. PANEL TYPE 2(RF) AS SHOWN, PANEL TYPE 2(LF) SIMILAR HANDED.
2. SEE SHEET S2.07 AND ARCHITECTURAL DRAWINGS FOR OVERALL SETTING OUT.
3. SEE SHEETS S6.02A – 3D VIEWS
   S6.02C – PURLIN LAYOUT
   S6.02D – SECONDARY TRUSSES
   S6.02E – MEMBER SIZE SCHEDULE (TRUSS 2C)
4. ALL STEEL ASTM A572 GRADE 50 UNLESS NOTED OTHERWISE.
5. STEEL TUBES ASTM A500 GRADE B.
6. TRUSS CHORD ASTM A913 GRADE 65 WHERE SHOWN.
7. TENSION CABLE:
   MIN. BREAKING LOAD: = 8,600 K
   MIN. STIFFNESS: ExA = 770,000 (K/in^{2}xin^2)
8. ◄— INDICATES DIRECTION OF LATERAL RESTRAINT.

Southeast Wisconsin Professional Baseball Park District
West Allis, WI 53214
414.607.4045

Milwaukee Brewers Baseball Club
Milwaukee, WI 53214
414.933.4144

Architects:
HKS Inc.
Dallas, TX 75201-7485
214.969.5599

NBBJ Sports and Entertainment
Los Angeles, CA 90014
213.243.1160

Eppstein Uhen Architects
Milwaukee, WI 53201-0728
414.271.5350

Structural Engineers:
Ove Arup & Partners
Los Angeles, CA 90064
310.312.5040

Flad Structural Engineers
Madison, WI 53711
608.238.2661

Roof Consultant:
Mitsubishi Heavy Industries, LTD.
Chicago, IL 60611
312.640.5643

Traffic Engineers:
HNTB
Milwaukee, WI 53224
414.359.2300

Mechanical/Electrical/Plumbing/ Fire Protection
Ove Arup & Partners
Los Angeles, CA 90064
310.312.5040

PSJ Engineering, Inc.
Milwaukee, WI 53217
414.352.2211

The Wilson Firm
Milwaukee, WI 53213
414.771.6222

Audio-Visual/Electronics/Acoustical
Pelton, Marsh, Kinsella
Dallas, TX 75247-4951
800.229.7444

Food Service:
William Caruso & Associates
Englewood, CO 80112
303.649.1600

Sports Lighting:
Flack + Kurtz
New York, NY 10017
212.532.9600

Security:
HMA, Inc.
Arlington, TX 76017
817.572.2300

Telecommunications:
Lewis & Associates
Milwaukee, WI 53212
414.962.7270

Connections Inc.
Brookfield, WI 53005
414.789.8300

Landscape Architecture:
Plant Associates
New Berlin, WI 53151
414.679.1881

Civil Engineering:
Barrientos & Associates
Milwaukee, WI 53225
414.527.2773

Graphics Designer:
Susanna Prejza
Culver City, CA 90232
310.838.3939

KEY MAP

PER RECORD SET

Job No: 5128

Revision:

	B.P. 'L' ADDENDUM #8 10-23-97
1	B.P. 'L' ADDENDUM #10 11-6-97
2	B.P. 'L' ADDENDUM #11 11-11-97
3	B.P. 'L' ADDENDUM #25 3-18-98
4	B.P. 'L' ADDENDUM #27 4-17-98

Date: OCT. 23, 1997
Scale: 1/32" = 1'-0"

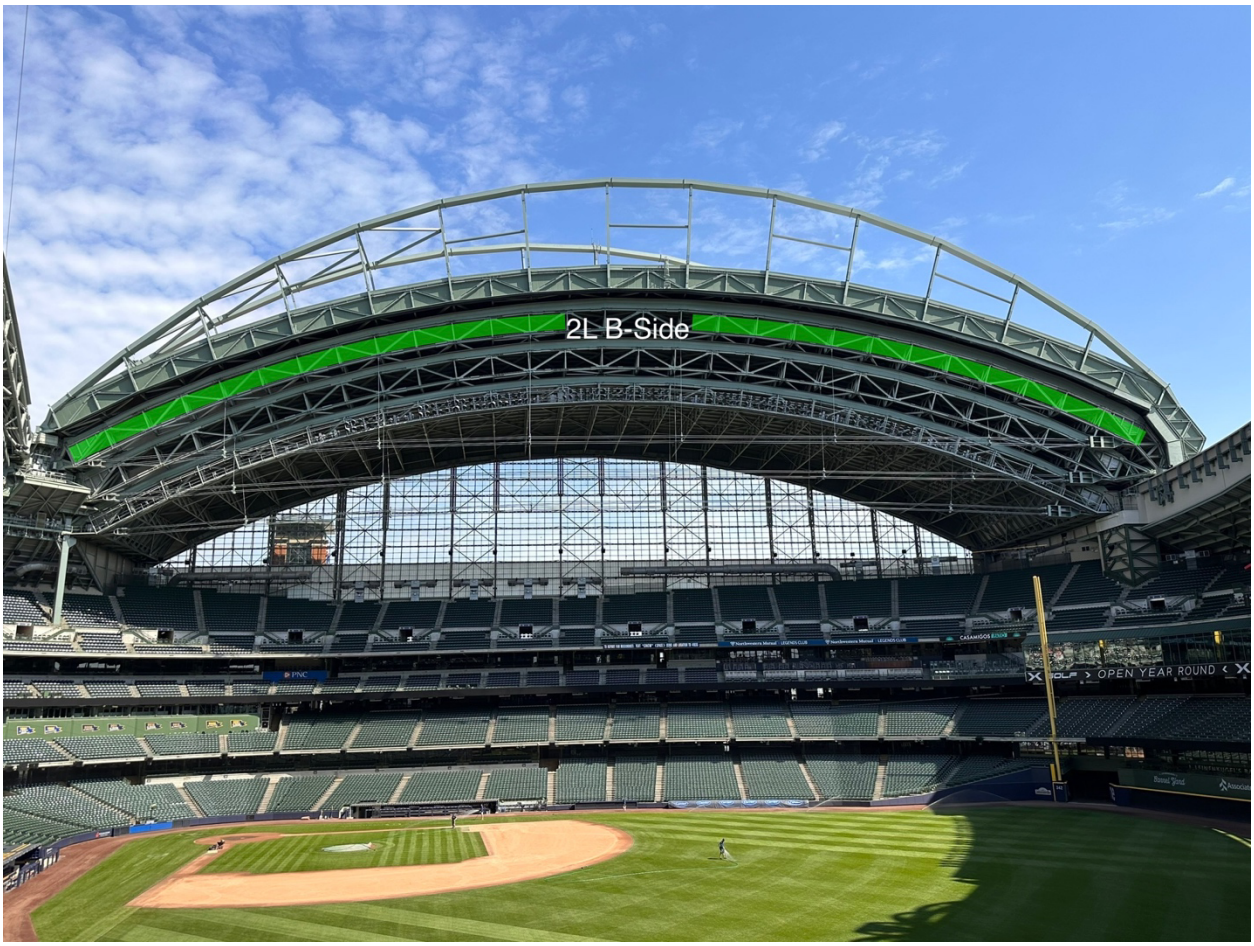
Sheet Title:
STRUCTURAL ROOF PANEL DETAILS PANEL TYPE '2' (RF)

Sheet No:
S6.02B

©1996 HKS Inc.

XRefs: TBLK
File Date:
File: S602.DWG
Plot date:

NAME: G:\30665\S\S602.DWG DATE: MAR 28, 1997 TIME: 1:45 PM


2L B-Side
PNC
OPEN YEAR ROUND

Protective & Marine Coatings

COROTHANE® I HS
ALIPHATIC FINISH COAT

B65W50	Ultra White	B65W51	Extra White Base
B65T54	Ultradeep Base	B65B50	Black
B65R50	Safety Red	B65Y50	Safety Yellow

Revised June 25, 2015

Product Information

5.12

Product Description

COROTHANE I HS is a single component, moisture curing urethane designed for low temperature or high humidity applications while providing UV resistance and chemical resistance equivalent to two part urethane coatings.

- Low temperature application - down to 20°F (-7°C)
- Superior resistance to yellowing, chalking, or degradation by sunlight
- Superior adhesion to most prepared surfaces
- Superior abrasion resistance
- Outstanding chemical resistance
- Outstanding application properties

Product Characteristics

Finish:	Gloss
Color:	Wide range of colors available
Volume Solids:	61% ± 1%, may vary by color
Weight Solids:	77% ± 2%
VOC (EPA Method 24):	Unreduced: <310 g/L; 2.60 lb/gal Reduced 5%: <340 g/L; 2.80 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**3.5** (88)	**5.0** (125)
Dry mils (microns)	**2.0** (50)	**3.0** (75)
~Coverage sq ft/gal (m^2/L)	**326** (8.0)	**489** (12.0)
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**976** (23.9)	

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

Drying Schedule @ 4.0 mils wet (100 microns):

	@ 40°F/4.5°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	4 hours	2 hours	45 minutes
To recoat:			
minimum:	24 hours	12 hours	6 hours
maximum:	14 days	14 days	14 days
To cure:	7 days	3 days	3 days

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C). (Tinted colors must be used within 7 days after tinting)
Flash Point:	101°F (39°C), Seta Flash
Reducer/Clean Up:	Reducer #15, R7K15, R7K100, or R7K111 (VOC exempt)

Recommended Uses

- Color coat where maximum color and gloss retention are required
- Suitable for use in the following industries:
  - Marine
  - Industrial
  - Bridge and Highway
  - Water and Waste Water
  - Petro-Chemical
  - Pulp and Paper
  - Rail
- Suitable for use in USDA inspected facilities.
- Acceptable for use in Canadian Food Processing facilities categories: D1, D2, D3 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative)
- Conforms to AWWA D102-03 OCS #2
- Meets requirements of SSPC Paint 38, Level II

Performance Characteristics

Substrate*: Steel

Surface Preparation*: SSPC-SP6

System Tested*:

1 ct. Corothane I MIO-Aluminum @ 3.0 mils (75 microns) dft
1 ct. Corothane I HS @ 3.0 mils (75 microns) dft

*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	80 mg loss
Adhesion	ASTM D4541	1296 psi
Corrosion Weathering	ASTM D5984, 12 cycles, 4032 hours	Rating 10 per ASTM D610 Rusting; Rating 10 per ASTM D714 Blistering
Direct Impact, topcoat only	ASTM D2794	70 in lb
Dry Heat Resistance	ASTM D2485	250°F (121°C)
Flexibility, topcoat only	ASTM D522, 180° bend, 1/8" mandrel	Passes
Humidity	ASTM-D4585, 1000 hours	Rating 10 per ASTM D610 for Rusting; Rating 10 per ASTM D714 for Blistering
Pencil Hardness	ASTM D3363	HB
Salt Fog Resistance	ASTM B117, 1000 hours	Rating 10 per ASTM D610 for Rusting; Rating 10 per ASTM D714 for Blistering
Thermal Cycling	ASTM D2246, 15 cycles	Passes, no cracking, checking, or blistering; no loss of adhesion, 100% gloss retention

Meets requirements of SSPC Paint 38, Level II.

continued on back

Protective & Marine Coatings

COROTHANE® I HS
ALIPHATIC FINISH COAT

B65W50	Ultra White	B65W51	Extra White Base
B65T54	Ultradeep Base	B65B50	Black
B65R50	Safety Red	B65Y50	Safety Yellow

Revised June 25, 2015

PRODUCT INFORMATION

5.12

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct. Mils	(Microns)
Steel:			
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1-2 cts.	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I GalvaPac Zinc Primer	3.0-4.0	(75-100)
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Steel:			
1 ct.	Corothane I PrePrime	1.0-1.5	(25-40)
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Steel (Epoxy Primer):			
1 ct.	Dura-Plate 235	4.0-8.0	(100-200)
1-2 cts.	Corothane I HS Coat	2.0-3.0	(50-75)
Concrete, smooth:			
1 ct.	Corothane I PrePrime	1.0-1.5	(25-40)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Concrete, rough:			
On deeply profiled or damaged concrete floor:			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer as required to fill voids and provide a continuous substrate.	10.0-20.0	(250-500)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
Previously Painted Surfaces:			
Spot prime bare steel with 1 coat of Corothane I GalvaPac Zinc Primer			
1 ct.	Corothane I HS	2.0-3.0	(50-75)
or			
1 ct.	Corothane I Ironox B	3.0-5.0	(75-125)
1 ct.	Corothane I HS	2.0-3.0	(50-75)
(Check compatibility)			

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

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

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

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

*Iron & Steel:	SSPC-SP6/NACE 3
*Concrete & Masonry:	SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
*Previously Painted	SSPC-SP2 or SP3

*Primer required

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

TINTING

Tint B65W51 and B65T54 only with Maxitoner colorants, 100% tint strength. Must be used within 7 days after tinting.

APPLICATION CONDITIONS

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum Do not apply over surface ice
Relative humidity:	30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight:	11.79 ± 0.2 lb/gal ; 1.4 Kg/L may vary by color

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Protective & Marine Coatings

COROTHANE® I HS
ALIPHATIC FINISH COAT

B65W50	Ultra White	B65W51	Extra White Base
B65T54	Ultradeep Base	B65B50	Black
B65R50	Safety Red	B65Y50	Safety Yellow

Revised June 25, 2015

Application Bulletin

5.12

Surface Preparations

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

Iron & Steel
Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/ NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel the same day as it is cleaned.

Concrete and Masonry
For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

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

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

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

Application Conditions

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum Do not apply over surface ice
Relative humidity:	30% minimum, 99% maximum

Application Equipment

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

Reducer/Clean Up
Brush/Roll .....Reducer #15, R7K15
Spray.....Aromatic 100 Reducer, R2K5
VOC exempt R7K111

Airless Spray
Pump.....30:1
Pressure.....1800 - 2000 psi
Hose.....1/4" ID
Tip .....011" - .015"
Filter.....60 mesh
Reduction.....As needed up to 5% by volume

Conventional Spray

Unit	Graco	Binks
Gun	900	95
Fluid Nozzle	070	66/65
Air Nozzle	947	66PR
Atomization Pressure	60-70 psi	60-70 psi
Fluid Pressure	15-20 psi	15-20 psi

Reduction.....As needed up to 5% by volume

Brush
Brush.....Natural bristle
Reduction.....As needed up to 5% by volume

Roller
Cover .....1/4" natural or synthetic with solvent resistant core
Reduction.....As needed up to 5% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.

continued on back

Protective & Marine Coatings

COROTHANE® I HS
ALIPHATIC FINISH COAT

B65W50	Ultra White	B65W51	Extra White Base
B65T54	Ultradeep Base	B65B50	Black
B65R50	Safety Red	B65Y50	Safety Yellow

Revised June 25, 2015

APPLICATION BULLETIN

5.12

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix paint thoroughly prior to use with a low speed power agitator. Filter slowly through a 55 mesh screen.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**3.5** (88)	**5.0** (125)
Dry mils (microns)	**2.0** (50)	**3.0** (75)
~Coverage sq ft/gal (m^2/L)	**326** (8.0)	**489** (12.0)
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**976** (23.9)	

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

Drying Schedule @ 4.0 mils wet (100 microns):

	@ 40°F/4.5°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	4 hours	2 hours	45 minutes
To recoat:			
minimum:	24 hours	12 hours	6 hours
maximum:	14 days	14 days	14 days
To cure:	7 days	3 days	3 days

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #15, R7K15. Clean tools immediately after use with Reducer #15, R7K15. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

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

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

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15.

Pour a small amount of Reducer #15, R7K15 over the top of the paint in the can to prevent skinning or gelling.

Place a temporary cover over the pail to keep excessive moisture, condensation, fog, or rain from contaminating the coating.

Do not exceed recommended dry film thickness.

When applying Corothane I - HS over dark colors, Corothane I Zinc Primers, or porous surfaces, an intermediate coat or a minimum of 2 finish coats is required for adequate hide and uniformity of appearance.

Tinted colors must be used within 7 days after tinting.

E-Z Roll Urethane Defoamer is acceptable for use. See data page 5.99 for details.

Corothane KA Accelerator is acceptable for use. See data page 5.98 for details.

It is recommend that partially used cans not be sealed/closed for use at a later date.

Do not shake beyond two minutes.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Protective & Marine Coatings

COROTHANE® I MIO-ALUMINUM

B65S14

Revised 2/10

PRODUCT INFORMATION

5.10

PRODUCT DESCRIPTION

COROTHANE I MIO-ALUMINUM is a single component, low VOC, moisture curing, aluminum and Micaceous Iron Oxide (MIO) filled, urethane primer, intermediate coating, or finish. It has excellent surface wetting properties and provides extended recoatability.

- Excellent adhesion to most substrates
- Low temperature application - down to 20°F (-7°C)
- Excellent exterior durability
- Outstanding abrasion resistance
- Excellent corrosion and chemical resistance
- Recoat up to 30 days
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Matte
Color:	Aluminum
Volume Solids:	65% ± 2%
Weight Solids:	77% ± 2%
VOC (EPA Method 24):	Unreduced: <310 g/L; 2.60 lb/gal Reduced 7%: <340 g/L; 2.80 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**3.0** 75	**4.5** 112
Dry mils (microns)	**2.0** 50	**3.0** 75
~Coverage sq ft/gal (m^2/L)	**348** 8.5	**521** 12.8
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**1040** 25.5	

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

Drying Schedule @ 3.5 mils wet (88 microns):

	@ 40°F/4.5°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	4 hours	2 hours	1 hour
To recoat:			
minimum:	16 hours	7 hours	3 hours
maximum:	30 days	30 days	30 days
To cure:	5 days	3 days	1 day

Abrade surface if maximum recoat time is exceeded.
Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	103°F (39°C), PMCC
Reducer/Clean Up:	
Spray:	Reducer #15, R7K15
Brush and Roll:	Reducer #100, R7K100
VOC Exempt:	Reducer R7K111

RECOMMENDED USES

For use over prepared surfaces in industrial environments:

- Heavy duty interior and exterior structural coating
- High performance, one coat or multiple coat, coating for steel, aluminum, concrete, and most plastics in industrial and marine environments
- Universal primer for poorly prepared surfaces, old paint, tightly adherent rust, weathered galvanized steel, and concrete
- Excellent intermediate coat providing superior adhesion of subsequent coats
- Enhanced film strength and edge protection with aluminum and micaceous iron oxide addition

PERFORMANCE CHARACTERISTICS

Substrate*: Steel
Surface Preparation*: SSPC-SP6/NACE 3
System Tested*:
1 ct: Corothane I MIO-Aluminum @ 3.0 mils (75 microns) dft
1 ct: Corothane I IronOx B @ 4.0 mils (100 microns) dft
1 ct: Corothane I Aliphatic @ 3.0 mils (75 microns) dft
*unless otherwise noted below

Test Name	Test Method	Results
Adhesion	ASTM D4541	1000 psi
Corrosion Weathering	ASTM D5894, 1700 hours, 5 cycles	Rating 9 per ASTM D610 for rusting; Rating 9 per ASTM D714 for blistering
Direct Impact Resistance	ASTM D2794	140 in lb
Dry Heat Resistance	ASTM D2485	300°F (149°C)
Flexibility	ASTM D522, 180° bend, 1/8" mandrel	Passes
Moisture Condensation Resistance	ASTM D4585, 100°F (38°C), 300 hours	Passes
Pencil Hardness	ASTM D3363	2B
Salt Fog Resistance	ASTM B117, 2300 hours	Rating 10 per ASTM D610 for Rusting; Rating 10 per ASTM D714 for Blistering

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PRODUCT INFORMATION

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RECOMMENDED SYSTEMS

		Dry Film Thickness / ct. Mils	(Microns)
Steel:			
1 ct.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
1 ct.	Corothane I IronOx B	3.0-5.0	(75-125)
1 ct.	Corothane I Aliphatic Finish Coat	2.0-3.0	(50-75)
or	Corothane I HS	2.0-3.0	(50-75)
or	Corothane I Ironox A HS	2.5-3.5	(63-88)
Steel: (Zinc Primer)			
1 ct.	Corothane I GalvaPac Zinc Primer	3.0-4.0	(75-100)
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Concrete: (Smooth)			
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Concrete: (Rough)			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer as required to fill voids and provide a continuous substrate.	10.0-30.0	(250-750)
2 cts.	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Galvanized:			
1-2 cts. (Check Compatibility)	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Aluminum:			
1-2 cts. (Check Compatibility)	Corothane I MIO-Aluminum	2.0-3.0	(50-75)
Previously Painted Surfaces:			
1-2 cts. (Check Compatibility)	Corothane I MIO-Aluminum	2.0-3.0	(50-75)

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

SURFACE PREPARATION

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

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel:	SSPC-SP2/3
Concrete:	SSPC-SP13/NACE 6, or ICRI 03732, CSP 1-3
Galvanized:	SSPC-SP1
Aluminum:	SSPC-SP1
Previously Painted	SSPC-SP2 or SP3

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum Do not apply over surface ice
Relative humidity:	30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight:	10.5 ± 0.2 lb/gal ; 1.26 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

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SURFACE PREPARATIONS

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

Iron & Steel
Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Hand/ Power Tool per SSPC-
SP2/3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/ NACE 2. Coat any bare steel the same day as it is cleaned or before flash rusting occurs.

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

Galvanized Steel
Allow to weather a minimum of six months prior to coating. Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete and Masonry
For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI 03732, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910.

Always follow the standard methods listed below:
ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI 03732 Concrete Surface Preparation.

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

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:	
air and surface:	20°F (-7°C) minimum, 100°F (38°C) maximum
material:	45°F (7°C) minimum Do not apply over surface ice
Relative humidity:	30% minimum, 99% maximum

APPLICATION EQUIPMENT

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

Reducer/Clean Up
Spray .....Reducer #15, R7K15
Brush and Roll .....Reducer #100, R7K100
VOC Exempt.....Reducer R7K111

Airless Spray
Pump 30:1
Pressure.....1800 - 2000 psi
Hose.....1/4" ID
Tip .....015" - .019"
Filter ..... 60 mesh
Reduction.....As needed up to 10% by volume

Conventional Spray

Unit	Graco	Binks
Gun	900	95
Fluid Nozzle	070	66/65
Air Nozzle	947	66PR
Atomization Press	60-70 psi	60-70 psi
Fluid Pressure	15-20 psi	15-20 psi
Reduction	As needed up to 10% by volume	

Brush
Brush .....Natural bristle
Reduction .....As needed up to 10% by volume

Roller
Cover .....1/4" natural or synthetic with solvent resistant core
Reduction.....As needed up to 10% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.

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APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix material thoroughly prior to use with a low speed power agitator. Filter slowly through a 55 mesh screen.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	**3.0** 75	**4.5** 112
Dry mils (microns)	**2.0** 50	**3.0** 75
~Coverage sq ft/gal (m^2/L)	**348** 8.5	**521** 12.8
Theoretical coverage **sq ft/gal** (m^2/L) @ 1 mil / 25 microns dft	**1040** 25.5	

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

Drying Schedule @ 3.5 mils wet (88 microns):

	@ 40°F/4.5°C	@ 77°F/25°C *50% RH*	@ 100°F/38°C
To touch:	4 hours	2 hours	1 hour
To recoat:			
minimum:	16 hours	7 hours	3 hours
maximum:	30 days	30 days	30 days
To cure:	5 days	3 days	1 day

Abrade surface if maximum recoat time is exceeded.
Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and splatters immediately with Reducer #15, R7K15. Clean tools immediately after use with Reducer #15, R7K15. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

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

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

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15.

Pour a small amount of Reducer #15, R7K15 over the top of the paint in the can to prevent skinning or gelling.

Place a temporary cover over the pail to keep excessive moisture, condensation, fog, or rain from contaminating the coating.

Corothane KA Accelerator is acceptable for use. See data page 5.98 for details.

It is recommended that partially used cans not be sealed/closed for use at a later date.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 **E-MAIL:** CONTACT@WIBASEBALLDISTRICT.COM **PHONE:** (414)902-4040

APPENDIX B

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 the 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.

ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 **E-MAIL:** CONTACT@WIBASEBALLDISTRICT.COM **PHONE:** (414)902-4040

APPENDIX C

2023 SCHEDULE

MARCH/APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
				30 CHC	31	1 CHC
2 CHC	3 NYM 1:10	4 NYM 6:40	5 NYM 12:40	6	7 STL 7:10	8 STL 6:10 ★
9 STL 1:10	10 ARI	11 ARI	12 ARI	13 SD	14 SD	15 SD
16 SD	17 SEA	18 SEA	19 SEA	20	21 BOS 7:10	22 BOS 6:10
23 BOS 1:10	24 DET 6:40	25 DET 6:40	26 DET 12:40	27	28 LAA 7:10	29 LAA 6:10 ★
30 LAA 1:10						

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2 COL	3 COL	4 COL	5 SF	6 SF
7 SF	8 LAD 6:40	9 LAD 6:40	10 LAD 12:40	11	12 KC 7:10	13 KC 6:10
14 KC 1:10 ★	15 STL	16 STL	17 STL	18	19 TB	20 TB
21 TB	22 HOU 6:40	23 HOU 6:40	24 HOU 12:10	25 SF 6:40	26 SF 7:10	27 SF 3:10 ★
28 SF 1:10	29	30 TOR	31 TOR			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				1 TOR	2 CIN	3 CIN
4 CIN	5 CIN	6 BAL 6:40	7 BAL 6:40	8 BAL 1:10	9 OAK 7:10	10 OAK 3:10 ★
11 OAK 1:10	12	13 MIN	14 MIN	15	16 PIT 7:10	17 PIT 3:10
18 PIT 1:10 ★	19 ARI 7:10	20 ARI 7:10	21 ARI 1:10	22	23 CLE	24 CLE
25 CLE	26 NYM	27 NYM	28 NYM	29 NYM	30 PIT	

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1 PIT
2 PIT	3 CHC 1:10	4 CHC 3:10	5 CHC 7:10	6 CHC 1:10	7 CIN 7:10	8 CIN 3:10 ★
9 CIN 1:10	10	11	12	13	14 CIN	15 CIN
16 CIN	17	18 PHI	19 PHI	20 PHI	21 ATL 7:10	22 ATL 6:10 ★
23 ATL 1:10	24 CIN 7:10	25 CIN 7:10	26 CIN 1:10	27	28 ATL	29 ATL
30 ATL	31 WSH					

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		1 WSH	2 WSH	3 PIT 7:10	4 PIT 7:10	5 PIT 6:10 ★
6 PIT 1:10	7 COL 7:10	8 COL 7:10	9 COL 1:10	10	11 CWS	12 CWS
13 CWS	14	15 LAD	16 LAD	17 LAD	18 TEX	19 TEX
20 TEX	21	22 MIN 7:10	23 MIN 1:10	24	25 SD 7:10	26 SD 6:10 ★
27 SD 1:10	28 CHC	29 CHC	30 CHC	31		

SEPT/OCT

SUN	MON	TUE	WED	THU	FRI	SAT
					1 PHI 7:10	2 PHI 6:10 ★
3 PHI 1:10	4 PIT	5 PIT	6 PIT	7	8 NYY	9 NYY
10 NYY	11 MIA 6:40	12 MIA 6:40	13 MIA 6:40	14 MIA 1:10	15 WSH 7:10	16 WSH 6:10 ★
17 WSH 1:10	18 STL	19 STL	20 STL	21 STL	22 MIA	23 MIA
24 MIA	25	26 STL 6:40	27 STL 6:40	28 STL 6:40	29 CHC 7:10	30 CHC 6:10
1 CHC 2:10						

● HOME ○ AWAY ★ Promotional Giveaway

All times CT. Game dates and times subject to change.

BREWERS.COM

ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 **E-MAIL:** CONTACT@WIBASEBALLDISTRICT.COM **PHONE:** (414)902-4040

APPENDIX D

SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ADDRESS: 1 BREWERS WAY, MILWAUKEE WI 53214 **E-MAIL:** CONTACT@MILLERPARKDISTRICT.COM **PHONE:**(414)902-4040

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.

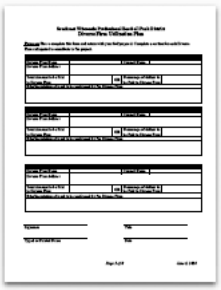
NO
We were unable to secure a Diverse Firm subcontractor. Continue to the "**Not Using a Diverse Firm**" section below.

Using a Diverse Firm

OR

Not Using a Diverse Firm

Utilization Plan

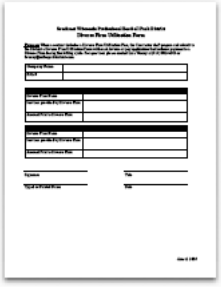


If your firm will be utilizing a Diverse Firm subcontractor, please complete this Utilization Plan. Submit this form with your bid/ proposal. To access this form, please use the following link.

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

After your firm is awarded a bid or contract

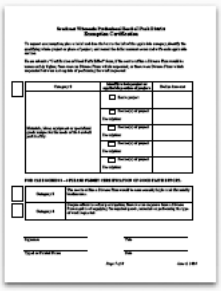
Utilization Form



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.wibaseballdistrict.com/wp-content/uploads/2022/10//Diverse_Firm_Utilization_Form.pdf

Exemption Certification

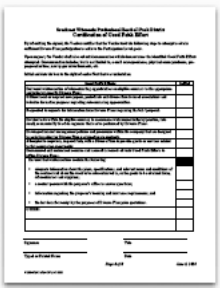


If the project was unable to include Diverse Firm participation, please review the Exemption Certification. Determine if your project qualifies for an exemption. If your project or a portion of your project qualifies for an exemption, please indicate this on the form. Submit this form with your bid/proposal.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

https://www.wibaseballdistrict.com/wp-content/uploads/2022/10/Exemption_Certification.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.wibaseballdistrict.com/wp-content/uploands/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.

	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.	☐ Entire project.	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	
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		☐ Portion(s) of project Description:	

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

	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
	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:	
• 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 _____