



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



A
REQUEST FOR PROPOSALS
FOR
BROADCAST INFRASTRUCTURE REPLACEMENT

AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WISCONSIN 53214

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

JUNE 24, 2024



INTRODUCTION

The 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 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 proposals from qualified contractors (“Contractor”) to remove and replace broadcast cabling 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. Please see **Appendix A** for RFP instructions and general conditions and **Appendix B** for a detailed scope of work, including drawings and specifications.

The Sigma Group (Milwaukee, WI) will serve as Project Administrator and Anthony James Partners (“AJP”) (Richmond, VA) will serve as the Owner’s Consultant (“Owner’s Consultant”) to the District for this project.

OVERVIEW

The following provides an overview of some key milestone dates. The District anticipates awarding a contract by the week of August 19, 2024. The selected Contractor can begin initial design and submittal work immediately upon contract execution. There shall be no disruption to normal building operations or occupancy. A copy of the 2024 Milwaukee Brewers Baseball schedule can be found in **Appendix E**. The selected Contractor will have full access to begin all Work at the completion of the 2024 baseball season, including post-season play.

Milestone	Date
Mandatory pre-bid meeting	July 22, 2024
RFP questions due	July 25, 2024
RFP response to questions posted	July 29, 2024
RFP bids due	July 31, 2024
Interviews / Scoping Meetings (Virtual)	Week of August 5, 2024
Contract awarded to selected Contractor *	Week of August 19, 2024
Full access to begin Work	Completion of baseball season
Contract Substantial Completion Date	February 21, 2025
Contract Guaranteed Completion Date	March 21, 2025
Contract Final Acceptance Date	May 15, 2025

* A copy of the form of contract can be found in **Appendix C**.

Bids are due by **5:00 PM (CT) on Wednesday, July 31, 2024**. Bids must be submitted using the Bid Forms included in this RFP. 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 response being rejected. The District reserves the right to (i) reject any and all responses, or any part thereof, for any reason or no reason at all; (ii) disregard all non-conforming, non-responsive or conditional proposals; (iii) waive any and all bid irregularities or informalities and make an award as if the irregularities or informalities did not exist; or (iv) to accept any one response, or any part thereof; when they are deemed in the best interest of the District. Contractors will not be compensated for any costs or expenses incurred in the preparation of their submissions, further negotiations and/or time and expense commitments to arrive at a contract execution between the parties.

Bids should be written to the attention of:

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.

A copy of the Wisconsin Professional Baseball Park District standard Terms and Conditions is included in **Appendix C**. A contract with these terms and conditions will be presented to the selected Contractor for signature. Bidding Contractors must return any exceptions to these standard Terms and Conditions with their bid.

PREBID MEETING

While the District has provided certain drawings as part of this RFP, they should not be relied upon for completeness. Bidding Contractors are required to visit the site and observe and measure all areas as part of this bid. A **mandatory pre-bid meeting and walkthrough** will be held at American Family Field on **Monday, July 22, 2024 at 10:00 am (CT)**. Email the Project Administrator, Shannon Schwingle, at sschwingle@thesigmagroup.com no later than Thursday, July 18, 2024, to receive the pre-bid meeting details.

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

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.

ACCURACY

This RFP may include errors, omissions, or deficiencies, and the accuracy and completeness of this document and related documents are not guaranteed. In the event such errors, omissions, or deficiencies are discovered by the Contractor, the Contractor shall promptly notify the District in writing within seventy-two (72) hours of discovery. The Contractor shall abide by and comply with the true intent and meaning of the requirements as stated herein and shall not avail itself of any apparent error or omission, should any exist. Further, by submitting a Bid, Contractor warrants that all items to be supplied under any resultant contract shall, unless otherwise agreed in writing by the Owner, meet the performance requirements set forth in this RFP.

SCOPE OF WORK

See **Appendix A** for general conditions and **Appendix B** for drawings and specifications. All work and materials shall conform in every detail to the scope, drawings and specifications. If there is a conflict within or between the any of the RFP documents involving an obligation, a duty, or the quality or quantity of Work required, then the document imposing the most stringent obligation or duty and the highest quality or greatest quantity shall control.

CONDITIONS OF WORK

Access to American Family Field both during and after the baseball season 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.

The selected Contractor shall be responsible for the proper disposal of all equipment and materials related to this project in Owner-supplied dumpsters.

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.



PERMITS AND REGULATIONS

Bidder shall include in their bid all costs necessary to comply with all applicable laws, ordinances, rules and regulations. All work for the project must be performed in accordance with all federal, state, and local laws, ordinances, and rules and regulations relating to the Work. Where the bid documents exceed these requirements, the bid documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

DIVERSE FIRM PARTICIPATION

The District has a goal to achieve 15% participation by Diverse Firms 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 Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com). Bidding Contractors must review and complete the form(s) as appropriate and submit with their bid documents. Failure to do so may result in your response being rejected.

QUESTIONS

Any and all questions related to this RFP must be submitted in writing to Shannon Schwingle at sschwingle@thesigmagroup.com no later than **5:00 pm CT July 25, 2024**. Written responses to questions will be posted on the District's website (www.wibaseballdistrict.com) no later than **5:00 pm CT on July 29, 2024**. Please check the website periodically since a preliminary response to questions may be posted sooner than July 29, 2024.

WARRANTY

Minimum warranty period for labor for the Work shall be two (2) year from final commissioning and acceptance of the entire system and shall include all labor, material, and travel time. As part of its bid, the Contractor shall submit sample warranty documents to the District from the Contractor (labor) and all applicable sample manufacturer warranties (parts).

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.

CLOSEOUT REQUIREMENTS

The selected Contractor shall submit the following to the Project Administrator as part of project closeout, in addition to completing the closeout items as listed in the specifications. The Project Administrator must approve these items prior to recommending final payment to the District.

1. Final lien waiver
2. As-built drawings
3. O&M manuals
4. Contractor's labor warranty
5. Manufacturer's warranty
6. Completion of all punch-list items and training



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDICES

- A. RFP Instructions and General Conditions
- B. Scope of Work
- C. General Terms & Conditions Contract
- D. Diversity Contracting Program
- E. 2024 Milwaukee Brewers Baseball Schedule



BID FORM

This bid form must be signed by a person authorized to legally bind the Contractor. By submitting this bid, the Contractor agrees that the fixed price contained herein shall remain firm for a period of 60 days from the due date (September 30, 2024).

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 BASE BID – BROADCAST INFRASTRUCTURE REPLACEMENT

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 to replace the broadcast infrastructure at American Family Field that meet the performance requirements as outlined in the bid documents and, if this bid is accepted, will execute a formal contract equal in form to that found in **Appendix C**.

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



II. LUMP SUM BASE BID – ALTERNATE #1 – BROADCAST INFRASTRUCTURE REPLACEMENT

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 to replace the broadcast infrastructure with Bidding Contractor recommended alternates at American Family Field that meet the performance requirements as outlined in the bid documents and, if this bid is accepted, will execute a formal contract equal in form to that found in **Appendix C**.

Lump Sum		
<u>Amount \$</u>	<u>Dollars \$</u>	
	(Words) U.S. Funds	(Figures) U.S. Funds
	(Words) U.S. Funds	(Figures) U.S. Funds

III. EXCEL BID FORM – Attach an Excel Bid Form for your LUMP SUM BASE BID and LUMP SUM BASE BID – ALTERNATE #1 (if applicable).

IV. SAMPLE WARRANTIES – Attach Contractor’s sample labor warranty and all applicable manufacturer warranties.

V. 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

RFP Instructions and General Conditions

RFP INSTRUCTIONS AND GENERAL CONDITIONS

TITLE: American Family Field Broadcast Infrastructure Replacement
ISSUED BY: Wisconsin Professional Baseball Park District
DATE OF ISSUE: June 24, 2024

1. SECTION 00 1000 – RFP INSTRUCTIONS AND GENERAL CONDITIONS

1.1 INTRODUCTION

The Request for Proposal represents the minimum requirements to furnish complete turnkey system(s) as described in this RFP.

The Contractor will provide the Work described in the RFP Documents on a 'turnkey basis'. Work covered by this Agreement includes, unless otherwise indicated, the manufacture, installation, supply, delivery, labor, testing and documentation of all structure, equipment, and materials necessary to operate the system(s) as described in the Contract Documents and the specifications to the Agreement.

Proposers responding to this RFP must provide pricing for a complete turnkey installation, including pricing for the provision and installation of all items necessary to provide finished and fully operational system(s). Materials or equipment required for the provision and installation of such a system(s), not expressly addressed in this RFP, is understood to be the responsibility of the Contractor.

1.2 GENERAL DESCRIPTION

The Contractor shall provide a complete, workable, and operational system(s) including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits and bonds to engineer, manufacture and install a fully integrated and operational system(s), including all noted peripheral elements highlighted by the following system(s) categories:

- A. Facility Broadcast Cable

1.3 DEFINITIONS

- A. "Proposer" or "Bidding Contractor" shall mean each vendor that has received the RFP and will be providing a bid for the project.
- B. "Contractor" shall mean the vendor that has been selected to provide products or services or both to Owner.
- C. "Owner" and "Purchaser" shall mean the "Wisconsin Professional Baseball Park District."
- D. "Contract" shall mean any written contract entered into between the Wisconsin Professional Baseball Park District and Contractor following the award of proposal with respect to this project as set forth in Section 1.11.
- E. "Code Authority having Jurisdiction" shall mean the office or Agency responsible for assuring the Work's compliance with the State Building Code.
- F. "Substantial Completion" – shall be defined as all Work under the Contract has been completed and the provided system(s) are fully operational, meet all required performance specifications outlined in the technical specifications and are ready for the intended use. The project is ready for final punch list by the Owner and/or Owner's Consultant.
- G. "Guaranteed Completion" – shall be defined as all Substantial Completion punch list items have been completed and all Work under the Contract and all system(s) are ready for acceptance events.
- H. "Final Acceptance" – shall be defined as the project close-out. Requirements for Guaranteed Completion have been completed and three (3) consecutive problem free events have been completed as defined by Section

3.9.E of the Technical Specifications. The three events will be in three separate home stands as selected by the Owner. Training and as built drawings are required upon Final Acceptance.

- I. "Work" – shall be defined as all requirements of the Contractor defined within this RFP and under the Contract.

1.4 SITE VISITS

- A. The Proposer shall, upon request and scheduling, have access to the site to examine the site and take note of all conditions affecting the conduct and completion of the Work.
- B. Submission of a Bid will be deemed confirmation that the Proposer has complied with these requirements.
- C. Proposers are clearly advised that any drawings, plans and work-product describing aspects of the site provided as part of this document are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Proposer during a formal Site inspection.

1.5 BIDS SHALL BE SENT TO:

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

Bidding Contractors will receive an email confirming receipt of the bid.

1.6 GENERAL

- A. Bids must be received at the above email address by 5:00 pm Central Time on July 31, 2024.
- B. Bids must be valid through September 30, 2024.
- C. Proprietary Information - All material submitted becomes the property of the Owner and will be returned only at their option. Bids submitted become the property of the Owner and may be reviewed and evaluated by any person at the discretion of the Owner. The Owner has the right to use any or all concepts presented in any response to the RFP. Selection or rejection of the proposal does not affect this right.
- D. Proposer's response to this RFP shall become part of the final Contract with the Owner.
- E. Proposers must provide a bid on the complete package including all required structure, equipment, installation and functional connection of all equipment as described in this document. A bid submitted in response to this RFP signifies the Proposer agrees to sell to Purchaser the indicated products, in whole or in part, at the sole discretion of Purchaser.
- F. It shall be the Contractor's responsibility to research the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the system(s). Contractor is required to provide a proposed project schedule to determine if Work will be required on weekends or if extended shifts will be required. The Contractor will not be allowed to increase their costs because of the Contractor's failure to research this aspect of their bid.
- G. Change orders will not be accepted for errors in estimating the cost of the Work. It is the responsibility of the Proposer to confirm the existing and new structural, electrical and data conditions. Proposers are required to view on-site conditions, where applicable, prior to submitting a bid.
- H. The RFP shall act as a description of the minimum system(s) desired by the Owner and Proposers are required to provide a solution for the base bid. Proposers are encouraged to offer viable alternatives.

1.7 SUBMISSIONS

- A. The following items must be submitted in the bid:
 1. Introductory letter with contact information clearly labeled.

RFP INSTRUCTIONS AND GENERAL CONDITIONS

2. Completed Excel Bid Form submitted as an Excel file. Base Excel document provided. Price and associated data must be provided on Bid Form supplied with this RFP.
3. Fully executed copy of the Bid Form included within the RFP. The total should match the Excel Bid Form.
4. Proposer's qualifications.
5. A complete list of references for similar installations performed in the past 3 years with name of facility, photo of installation, scope of work provided, contact name, title, address and direct phone number.
6. Project team and resumes of key personal including project manager.
7. Proposed equipment/technical drawings, renderings and cut sheets.
8. Product cut sheets and technical data for each item proposed.
9. Warranty information for each application.
10. Services provided as part of the required two (2) year labor warranty.
11. Spare parts list: List to include spare parts provided.
12. Letter of surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the selected Contractor.
13. Proposed timeline for completing the work (Gantt chart format).

1.8 PROJECT SCHEDULE SUMMARY:

A. Issue RFP to vendors:	June 24, 2024
B. Mandatory Pre-bid Meeting:	July 22, 2024
C. RFP Questions Deadline:	July 25, 2024
D. RFP Answers to Questions:	July 29, 2024
E. Proposer RFP Bids Due:	July 31, 2024 @ 5:00 pm (CT)
F. Proposer Interviews:	Week of August 5, 2024
G. Best and Finals Responses Due:	August 9, 2024
H. Anticipated Award Date:	Week of August 19, 2024
I. Substantial Completion Date:	February 21, 2025
J. Guaranteed Completion Date:	March 21, 2025

Should Contractor fail to achieve Substantial Completion by February 21, 2025, as that Contract Substantial Completion Date may be revised by Change Order pursuant to the terms of the Contract, the Contractor shall pay to Owner, as liquidated damages, Ten Thousand Dollars (\$10,000) per day for each calendar day between the Contract Substantial Completion Date and the date Contractor achieves Substantial Completion as defined herein or until the Contract Guaranteed Completion Date, whichever is earlier. In addition, should Contractor fail to achieve Contract Guaranteed Completion by March 21, 2025, the Contract Guaranteed Completion Date as that date may be revised by Change Order pursuant to the terms of the Contract, the Contractor shall pay the Owner, as liquidated delay damages, Twenty-Five Thousand Dollars (\$25,000) per day for each calendar day between the Contract Guaranteed Completion Date and the date Contractor achieves Guaranteed Completion as defined herein. Under no circumstances shall the Contractor allow Work to occur that would prevent the District from having, in all

material respects, a fully functioning broadcast system at American Family Field by March 21, 2025. In the event the Contract Guaranteed Completion Date is not met and the broadcast system is not operational for the 2025 Brewers baseball season, Contractor shall supply at its own cost the use of a temporary broadcast system until functionality in the system occurs. This is in addition to any other damages outlined in the RFP documents.

1.9 PROPOSAL EVALUATION

- A. The following are some of the criteria that the Owner will use to evaluate proposals (in no specific order):
1. Ability of Contractor to supply all equipment and or structure as described in RFP.
 2. Contractor capacity, capability and overall competency to perform the specified Work.
 3. Contractors' Sub-Contractor(s) capacity, capability and overall competency to perform the specified Work.
 4. Work history and references.
 5. Level of integration between all system(s) components.
 6. Ability to meet specified timelines.
 7. Pricing and terms.
 8. Non-Compliance document on Proposer letterhead per Section 1.13.B.
 9. Warranty and service provisions.

1.10 PROPOSAL REJECTION

- A. Owner may reject or accept, at its sole option, any incomplete or incorrect proposal.
- B. Due to the unique nature of the equipment and work described herein, objective comparisons may not be possible, and Owner reserves the right, at its sole and absolute discretion, to determine the compliance of any Proposal with the requirements set out herein or any accompanying documents or the merits of one Proposal over another.
- C. Owner reserve the right to:
1. Cancel this process at any time prior to execution of a definitive contract and such cancellation will be without any Purchaser and Owner liability.
 2. Make all decisions regarding this RFP, including, without limitation, the right to accept, reject, or negotiate changes to any of the products or terms outlined herein.
 3. Award the bid as a whole or in part based on unit pricing provided in the Excel Bid Form.
 4. Award sections of the bid to separate Contractors.
 5. To reject any or all bids received.

1.11 CONTRACT FORM

- A. The Proposer is advised that this RFP contains the information that will be incorporated in whole or part, into the Contract, which will be executed between Owner and the selected Contractor.
- B. The terms of any Contract will be subject to the approval of Owner, in its sole discretion.
- C. The Contract, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, General Terms and Conditions, Functional Specifications and a complete Scope of Work, and any other Schedules as may be required to fully describe the work under the Contract.

1.12 PROPOSAL OF ALTERNATE SOLUTIONS

- A. In addition to proposing specifically what is specified in this RFP, the Proposer is encouraged to furnish alternate solutions that shall satisfy, complement and/or reduce the overall cost without hindering the performance of the system(s) or deviating from its intended use.

1.13 COMPLIANCE

- A. The Proposer is required to carefully review all of the components of this RFP in its entirety.
- B. Unless the Proposer specifically cites, in writing, where they are "Not Compliant" it shall be deemed that the Proposer understands, agrees to and accepts all matters. All "Non Compliant" or exclusions shall be clearly identified in a separate Non-Compliance document on Proposers letterhead and submitted with their bid. Any statements of non-compliance or exclusions listed in the body of the proposal narrative shall be considered unrecognized by the Owner, unless clearly identified in the Non-Compliance document.
- C. In a case of non-compliance, the Proposer is to indicate all relevant qualifications or alternatives that the Proposer wishes Owner to consider.

1.14 CONSTRUCTION SAFETY

- A. The Contractor shall comply with applicable laws, rules and regulations regarding the conduct of work at the site. Job site safety is the sole responsibility of the Contractor.
- B. Contractor agrees to defend, indemnify, and hold harmless the Owner and its directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses"), arising out of or in connection with any act or omission, or intentional misconduct, on the part of Contractor or any of its employees or agents.
- C. Contractor acknowledges that neither it nor any person under its employ is covered by the Owner's workers' compensation insurance and represents to Owner that it has in effect and will continue to carry its own such insurance.
- D. Contractor agrees to indemnify and hold Owner harmless from any and all claims, demands, damages, actions, suits, liabilities and losses of any kind or character (including attorney fees) arising out of or connected in any way with its failure to carry such insurance.
- E. Contractor shall be responsible for day-to-day premises and facilities clean-up, including temporary storage, removal and disposal of debris, trash and rubbish caused by its employees, subcontractors, or installation forces. All tools, equipment and materials shall be secured upon completion of the day's work. Surplus materials shall be removed from the work site and stored in their appropriate location.
- F. Contractor shall not drive nor operate a vehicle, equipment, or machinery upon any of Owner's, grounds, pathways or interbuilding walkways without having first obtained concurrence of the activity and approval for operating the vehicle, equipment, or machinery from Owner. Requests for approval will be submitted through Owner's assigned Project Administrator.
- G. Contractor's personnel will follow Owner's standards and personal conduct codes while on Owner's premises. A copy of those standards and codes will be provided to Contractor on request. Personnel found violating these standards or regulations shall be asked to leave the work site and shall not be allowed to return.
- H. OSHA Regulations: It is Contractor's responsibility to guarantee that all items of hardware, services rendered or working environments meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act (OSHA).
- I. Safety: Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property and their protection from damage, injury, or loss.
- J. Emergencies: In any project related emergency affecting the safety of persons or property, Contractor shall act with all due haste to prevent further threatened damage, injury, or loss, and will immediately notify Owner.
- K. Protection of Owner's Facilities: Contractor shall be responsible for replacing, restoring, or bringing to original condition any property or facilities damaged by Contractor's personnel or operations. Any damage or disfigurement must be reported promptly to Owner and restored by Contractor at its own expense.

1.15 DELIVERY, STORAGE AND SECURITY

- A. The Contractor shall deliver all system(s) components and related materials to the site at their own expense.
- B. The Contractor shall receive, unload, uncrate, assemble, and transport each component to its desired location for installation and install the system(s) on-site in accordance with site regulations.
- C. The Owner will not accept or receive any Contractor equipment or materials delivered to the site.
- D. The Contractor will be responsible for the clean-up and disposal of all packaging materials and debris.
- E. The Owner will make its best effort to work with the Contractor and provide any temporary on-site storage for equipment and materials.
- F. Owner is not responsible for security or insurance related to equipment or materials stored at the site.
- G. Any temporary storage requirements must be coordinated with the Owner.

1.16 NO PROMOTION OR ADVERTISING BY CONTRACTOR.

- A. The Contractor shall not display its trademarks or insignia upon any equipment.
- B. The Contractor shall not name the equipment or the fact that the equipment is installed at the site in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the equipment or maintains same) without the consent of the Owner, which consent may be withheld by the Owner in its sole and absolute discretion.

1.17 INSURANCE

- A. Contractor must provide proof of insurance coverage as required in the General Terms & Conditions Contract (Appendix C).

1.18 TAXES

- A. Payment of applicable taxes shall be the responsibility of Contractor. The Owner is sales and use tax exempt and will provide a certificate of exemption to the selected Contractor.

1.19 TERMS & CONDITIONS

- A. At no time, including, without limitation, upon substantial performance and when title to the equipment passes to Owner, will the Owner be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of the Owner's ownership, use or enjoyment of the equipment or resulting from the replacement of broken or worn-out parts of the equipment.

1.20 RELATIONSHIP OF THE PARTIES

- A. The relationship between Contractor and Owner is strictly that of an independent contractor. Contractor shall have no authority to enter into any contracts or incur any obligations binding upon Owner.
- B. Contractor shall ensure their sub-contractors, suppliers, manufacturers, subconsultants, and anyone associated with or related to the Work, is subject to and complies with the provisions of this RFP, the bid and the Contract, as applicable.

1.21 NO RELIANCE ON INFORMATION

- A. Unless as otherwise stated, the Owner does not represent or warrant the accuracy or completeness of any information set out in the RFP documents, their appendices, schedules or of any other background or reference information or documents prepared by the Owner or by third parties and which may be made available to Proposers by or through the Owner. Proposers shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proposers on any and all of such information shall be at the Proposer's sole risk and without recourse against the Owner. Without limiting the generality of the foregoing, any use of or reliance upon any

RFP INSTRUCTIONS AND GENERAL CONDITIONS

information by Proposers shall be and is subject to all express disclaimers of liability provided with the information, as well as all disclaimers of liability in the Contract.

- B. By submitting a bid, each Bidding Contractor acknowledges, represents and warrants that its proposal is based on and relies solely upon the Contractor's own examination, knowledge, information, judgment and investigations and not upon any statement, representation or information made, furnished or given by or on behalf of any of the Owner or its directors, officers, employees, consultants or agent, except where expressly made in the body of the RFP (excluding the appendices to the RFP) and warranted in the body of the RFP to be accurate by the Owner for purposes of reliance by the Contractor.

1.22 WARRANTIES

- A. Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by a request for payment, whether originally incorporated in the project or not, will pass to Owner, upon the receipt of full payment by Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, material, or equipment covered by a request for payment will have been acquired by Contractor, or by any person performing work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained or otherwise imposed by Contractor or any other third person.
- B. Contractor shall warrant and guarantee to Owner, without limitations or qualification, that all equipment, components, materials, workmanship and the system(s) as an entity shall conform to and perform in accordance with local building codes.
- C. Contractor shall be fully responsible for any work knowingly performed contrary to said laws, codes and/or regulations, and shall fully indemnify Owner against loss and bear all costs and penalties arising therefrom.

1.23 THE OWNER RIGHT TO AMEND OR CANCEL RFP

- A. The Owner reserves the right at its sole discretion at any time without reason, and without liability to the Proposers or anyone else, by addenda to modify, amend or otherwise change, to extend any schedule or time periods specified within, and to suspend, postpone or cancel, the RFP. All such addenda shall be issued by the Owner in writing and shall be expressly identified as an addendum to this RFP.
- B. The Owner reserves the right to cancel this RFP and issue a new request for proposals for any or all parts of the provision of the Work at its discretion. In such case, the Owner may proceed in such manner as the Owner, at its sole discretion, considers appropriate to obtain the best overall value for the Owner.

END – RFP INSTRUCTIONS AND GENERAL CONDITIONS



APPENDIX B

Scope of Work

SEE SEPARATE DOCUMENTS FOR ATTACHMENT B



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX C

General Terms & Conditions Contract

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into as of this XX day of XX, 2024 by and between **WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT** (the “District”) and XX (the “Service Provider”).

WITNESSETH

WHEREAS, the District deems it advisable to engage the services of the Service Provider to provide broadcast infrastructure replacement services in connection with American FamilyField, and the Service Provider has signified its willingness to furnish such services to the District; and

WHEREAS, the District and the Service Provider desire to enter into a Contract to provide such services and to clarify certain provisions of the Contract.

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages which are annexed hereto and made a part hereof (page 1 to page 11, inclusive).

IN WITNESS WHEREOF, the District and the Serviced Provider have executed this Contract effective as of the above date.

DISTRICT:

WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT

SERVICE PROVIDER:

XX

By: _____
Name: Kristi Kreklow
Title: Associate Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**GENERAL CONDITIONS TO
CONSTRUCTION SERVICES CONTRACT
WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT (“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 and associated RFP documents, 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 five (5) 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. Notwithstanding the foregoing, Contractor will only be responsible for the portion of the Work for which it has been found to be liable. Contractor will not be held responsible for the negligent acts or omissions of the District, or any of its affiliates, or other third parties.

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 for the portion of 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, for which the Contractor has been found to be liable. 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 thirty (30) days after the District's demand.

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 negligent 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. If manufacturer, shipment, or other delays outside of Contractor's control occur, the substantial completion date of the Work may be extended. Under no circumstances shall the Contractor allow work to occur that would prevent the District from having, in all material respects, a functioning broadcast system at American Family Field by March 21, 2025. 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 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 as defined in the Contract Documents. Upon the District's request, Contractor shall promptly provide the product labels and delivery slips for materials incorporated into the Work. Contractor shall deliver all products and equipment F.O.B. destination. Contractor shall be responsible for any and all damage caused to persons or property in connection with the installation for which the Contractor is responsible.

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 two year period after substantial completion of the Project. Correction of all defective Work shall be at Contractor's sole expense and Contractor will provide necessary labor required to repair or replace defects in workmanship and all other "non-equipment" related systems. 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 two 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. All equipment contained within Contractor's proposal and thereafter incorporated into a Scope of Work includes and is governed by a manufacturer's warranty. The warranties provided by each manufacturer may differ as to the length of the warranty period. All manufacturers' warranties are honored and serviced by Contractor.

3.8 Permits

Unless otherwise indicated in the Contract Documents, 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 the ballpark on the date which Work is to be provided.

3.10 Schedule

Before commencement of Work, 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.

3.11 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.

3.12 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, due to negligent acts, errors, or omissions the Contractor 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, which results in damages. 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 was beyond the Contractor's control, the time for performance may be extended by a revised Purchase Order. 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 or RFP documents.

In the event the Contract Substantial Completion Date is not met and the broadcast system is not operational for the 2025 Brewers baseball season, Contractor shall supply at its own cost the use of a temporary broadcast system until Substantial Completion occurs. This is in addition to any other damages outlined in the RFP documents.

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 be in the 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 and per the payment terms and schedule listed below. 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.

Payment Schedule

Line Item	Invoice	Payment Due Date
<i>Equipment</i>	Equipment Fee / Less 5% retainage	Due upon delivery of Equipment to Owner's site
<i>Labor</i>		
Progress Payments	Labor Fee / Less 5% retainage	Due Net-30 days of receipt of invoice and required documentation
Substantial Completion	20% of retainage	Due Net-30 days of receipt of invoice and required documentation
Final Acceptance	80% of retainage	Due Net-30 days of receipt of invoice and required documentation

A Schedule of Values shall be prepared by the Contractor and be used to invoice for equipment and labor. Unless authorized through a change order, the total contract sum shall not be increased above the amount indicated on the purchase order.

The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™-1992, Continuation Sheet. A retainage amount of 5% shall be withheld on all Applications for Payment.

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 is due the Subcontractor for the portion of work performed and completed up to time of default 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.

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.

All Change Orders shall be submitted on the AIA Document G701 form. In order to facilitate review of increases or decreases to the contract sum, all proposed Change Orders, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and

materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

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 fifteen (15) days 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 thirty (30) days prior written notice. In such event, the Contractor shall be entitled to payment for all Work performed, ordered or completed, including all costs arising out of such termination including but not limited to manufacturer restocking fees and freight in addition to all costs incurred by Contractor to date and all equipment purchased.

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. Notwithstanding the foregoing, during the course of providing the Services and/or Equipment, events outside the reasonable control of Contractor (collectively, "Force Majeure Events") may impact the completion schedule and Contractor shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include (i) an act of God, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, or (ii) major infrastructure failures that would prevent Contractor from obtaining necessary materials, components, services or facilities.

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. 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 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 D

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.

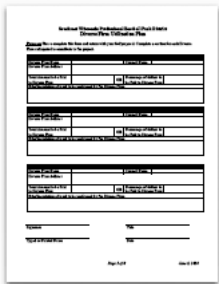
Using a Diverse Firm

OR

Not Using a Diverse Firm

Utilization Plan

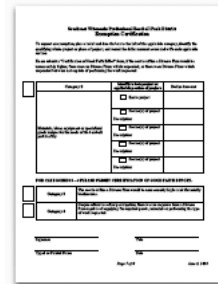
If your firm will be utilizing a Diverse Firm subcontractor, please complete this Utilization Plan. Submit this form with your bid/ proposal. To access this form, please use the following link.



https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diversity-Firm-Utilization-Plan-2024-06.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.

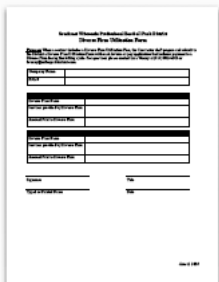


https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diversity-Firm-Exemption-Certification-2024-06.pdf

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.

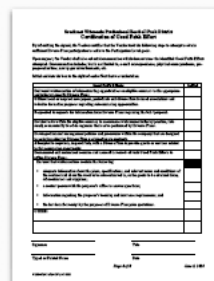


https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diverse-Firm-Utilization-Form-2024-06.pdf

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 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://wibaseballdistrict.com/wp-content/uploads/2024/06/Diverse-Firm-Certification-of-Good-Faith-Effort-2024-06.pdf

Wisconsin Professional Baseball Park District Diversity Contracting Program

Adopted: June 9, 2020

Program Overview

The 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 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)

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

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

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

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



APPENDIX E

2024 Milwaukee Brewers Baseball Schedule



2024 SCHEDULE

MARCH/APRIL

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

MAY

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

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
						1 CWS 3:10
2 CWS 1:10	3 PHI	4 PHI	5 PHI	6	7 DET	8 DET
9 DET	10 TOR 7:10	11 TOR 7:10	12 TOR 1:10	13	14 CIN 7:10	15 CIN 3:10
16 CIN 1:10	17 LAA	18 LAA	19 LAA	20 SD	21 SD	22 SD
23 SD	24 TEX 7:10	25 TEX 7:10	26 TEX 1:10	27	28 CHC 7:10	29 CHC 3:10
30 CHC 1:10						

JULY

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

AUGUST

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

SEPTEMBER

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

● HOME ○ AWAY All times CT. Game dates subject to change.

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