



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



A
REQUEST FOR PROPOSALS
FOR
EXPANSION JOINT REPLACEMENT

AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WISCONSIN 53214

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

March 3, 2025



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 bids from qualified contractors (“Contractor”) for Expansion Joint Replacement (“Work”) at American Family Field.

Work shall be in full accordance with the documents within this RFP, including any addenda and written response to questions issued and in full accordance with manufacturer’s instructions. All quantities and measurements are to be field verified. Please see **Appendix A** for detailed scope of Work, including existing conditions drawings, product cutsheet, and photographs.

OVERVIEW

Bids should be submitted using the Bid Forms included in this RFP. The Sigma Group will serve as Project Administrator on this project. Access to the site can be obtained through:

Drew Falkenburg, Project Administrator
414-659-0942
dfalkenburg@thesigmagroup.com

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

Bids can be emailed to: dfalkenburg@thesigmagroup.com

Contractors will receive an email confirming receipt of the bid. Bids are due by **5:00 PM (CT) on Thursday March 27, 2025.**

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



Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CT) on March 17, 2025, to the Project Administrator, Drew Falkenburg, at dfalkenburg@thesigmagroup.com.

Responses to questions will be posted on the District’s website (www.wibaseballdistrict.com) no later than 5:00 pm (CT) on March 19, 2025. **Please check the website periodically since a preliminary response to questions may be posted sooner than March 19, 2025.**

A copy of the Wisconsin Professional Baseball Park District’s standard General Conditions to Construction Services Contract is included in **Appendix B**. A contract with these terms and conditions will be presented to the selected Contractor for signature. Bidding Contractors are required to return any exceptions to these standard Terms and Conditions with their bid.

PREBID SITE VISIT

While the District has provided certain drawings and measurements as part of this RFP, they should not be relied upon for completeness. Bidding Contractors are authorized to visit the site and observe and measure all areas as part of this bid. Email the Project Administrator, Drew Falkenburg, at dfalkenburg@thesigmagroup.com to meet on site.

SCOPE OF WORK

See **Appendix A** for the scope of Work, including plans and photographs of existing conditions and product specifications. All work and materials shall conform in every detail to the scope 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.

SCHEDULE

Milestone	Date
RFP questions due	March 17, 2025
RFP response to questions posted	March 19, 2025
RFP bids due	March 27, 2025
Contract awarded to selected Contractor *	Week of March 31, 2025
Access to begin current system demolition **	April 7, 2025
Substantial completion	July 31, 2025

* A copy of the Wisconsin Professional Baseball Park District standard General Conditions to Construction Services Contract is included in **Appendix B**.

** Work must be coordinated around events at the ballpark and site. The current 2025 Milwaukee Brewers Baseball Schedule is included in **Appendix C**. Work site must maintain appropriate flags, danger signs, barricades, rails, etc. during construction and access must be maintained during events.

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 by the Owner, meet the performance requirements set forth in this RFP.

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.

BIDDING CONTRACTOR’S REPRESENTATION

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

CONDITIONS OF WORK

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

PROTECTION OF WORK AND PROPERTY

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

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

DIVERSE FIRM PARTICIPATION

The District has a goal to achieve 15% participation by Diverse Firms as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found in **Appendix C** and on the Project Participation Committee tab on the Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com). Bidders 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.



WARRANTY

Contractor Warranty

In addition to all applicable manufacturer warranties, Contractor shall supply the Owner with a workmanship warranty that is in effect for a period of one (1) year from the substantial completion date. In the event any work related to the scope of work is found to be defective or otherwise not in accordance with Contract documents within the Contractor warranty term, the Contractor shall repair that defect at no cost to the Owner and within a manner deemed acceptable by the Owner.

A version of this Contractor Warranty shall be provided to the Owner as part of this bid process.

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 conditional lien waiver
2. O&M manuals
3. Contractor's labor warranty
4. Manufacturer's warranty
5. Completion of all punch-list items

APPENDICES

- A. Scope of Work
- B. Wisconsin Professional Baseball Park District standard General Conditions to Construction Services Contract
- C. Current 2025 Milwaukee Brewers Baseball Schedule
- D. Diversity Contracting Program



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



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 30 days from the due date of this RFP.

BID FORMS

NAME OF COMPANY _____ (Affix Corporate Seal if Applicable)

STREET ADDRESS _____

CITY STATE ZIP CODE _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPE NAME AND TITLE _____

DATE _____

I. LUMP SUM BASE BID 1 – REPLACE EXTERIOR EXPANION JOINTS

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required for the expansion joint replacement on the Exterior Left and Right Field Towers at American Family Field.

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

II. LUMP SUM BASE BID 2 – REPLACE NORTH RAMP EXPANION JOINTS (EACH)

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required for EACH (approximate) 20-foot section of the expansion joint replacement on the North Ramp at American Family Field.

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



III. UNIT COST / LF – REPLACE NORTH RAMP EXPANSION JOINTS

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide a unit price for replacing expansion joints on the north ramp. All items associated with the work shall be included in the unit price. Contractor will be required to document any replacement.

Unit Amount

Per Linear Foot \$

Dollars \$

(Words) U.S. Funds

(Figures) U.S. Funds

IV. 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

Scope of Work

STATEMENT OF WORK

EXTERIOR EXPANSION JOINTS

The District is seeking a qualified contractor to provide all necessary tools, equipment, labor, and supervision to remove and replace the existing vertical expansion joint and flashing located at the left (Club Level Express) and right (Clock Tower) field towers from the plaza/field level to the flat roof parapet. Each expansion joint is approximately 83 feet in length and has metal flashing covering the interior faces. Original plans of existing conditions are included in Appendix A. Plans are not guaranteed to be accurate. See photographs in Appendix A. An appropriate Sika EmSeal product for exterior walls should be specified for replacement in like. New flashing shall be installed on the interior sides to match the existing.

INTERIOR RAMP JOINTS

The District is seeking a qualified contractor to provide all necessary tools, equipment, labor, and supervision to remove and replace the existing expansion joints on the North Ramp in left field. Each level contains multiple 20-foot (approximate) sections of expansion joint. Contractor shall replace the expansion joints with the Sika EmSeal product specified for the north ramp, including any necessary mortar repair for a forthcoming quantity of 20-foot intervals. See photographs and cutsheet in Appendix A.



Southeast Wisconsin Professional
 Structural Firm Limited
 West Ave. # 5374
 414.627.5044
 Milwaukee Brewers Baseball Club
 Milwaukee # 53214
 414.333.4144

Architects:
 HKS, Inc.
 Dallas, TX 75201-7485
 214.698.5569
 NBBJ Sports and Entertainment
 Los Angeles, CA 90064
 213.243.1160
 Egotian Urban Architects
 Milwaukee, WI 53201-0728
 414.271.0360
 American Design, Inc.
 Milwaukee # 53212
 414.263.5020

Structural Engineers:
 Ove Arup & Partners
 Los Angeles, CA 90064
 310.312.5040
 Fugro Structural Engineers
 Madison, WI 53711
 Roof Consultant:
 Mitsubishi Heavy Industries, LTD.
 Chicago, IL 60611
 312.640.5643

Mechanical/Electrical/Plumbing/
 Fire Protection:
 Ove Arup & Partners
 Los Angeles, CA 90064
 310.312.5040
 PSL Engineering, Inc.
 Milwaukee, WI 53217
 414.302.2311
 The Wilson Firm
 Milwaukee, WI 53213
 414.771.8222

Audio-Visual/Acoustical/
 Sound/Broadcast:
 Fulton, Marsh, Kinastella
 Dallas, TX 75247-4951
 802.264.7444

Food Service:
 Wilson Carraro & Associates
 Englewood, CO 80112
 303.682.1600

Sports Lighting:
 Rack & Kurtz
 New York, NY 10017
 212.233.2600

Security:
 HMA, Inc.
 Atlanta, GA 76017
 817.879.2300

Telecommunications:
 Lewis & Associates
 Milwaukee, WI 53212
 414.982.7270

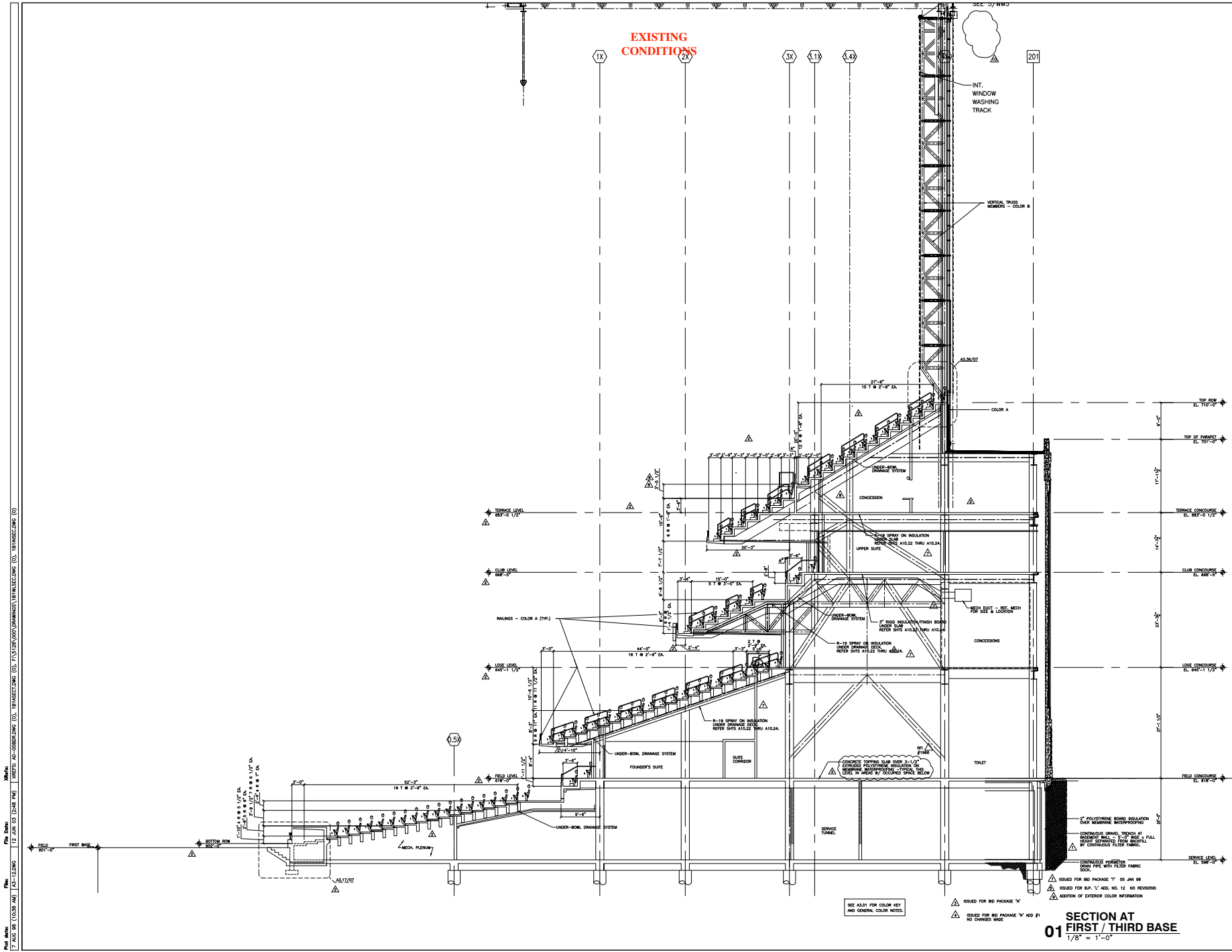
Connections Inc.
 Brookfield, WI 53005
 414.784.8200

Landscape Architecture:
 Barrientos & Associates
 Milwaukee, WI 53225
 414.527.2770

Graphics Designer:
 Susanna Prejso
 Chicago, IL 60632
 310.834.3949

Vertical Transportation:
 Parsons-Turner Associates, Inc.
 Dallas, TX 75279
 972.387.1444

**EXISTING
 CONDITIONS**



SEE A331 FOR COLOR KEY
 AND GENERAL COLOR NOTES.

ISSUED FOR BID PACKAGE 'N'
 ISSUED FOR S.P. 'L', ADD. NO. 12 NO REVISIONS
 ADDITION OF EXTERIOR COLOR INFORMATION

**SECTION AT
 01
 FIRST / THIRD BASE
 1/8" = 1'-0"**

Job No: 5128

Revision	Date
▲ BULLETIN # 11	11 AUG 97
▲ BID PACKAGE 'N' ADD#1	11 AUG 97
▲ BID PACKAGE 'N'	13 SEP 97
▲ BID PACKAGE 'N' ADD#1	30 SEP 97
▲ BID PACKAGE 'L' ADD#12	13 NOV 97
▲ BULLETIN #11	13 DEC 97
▲ BID PACKAGE 'L'	05 JAN 98
▲ BULLETIN #55	06 FEB 98
▲ INT 1201	07-08-98
▲ CONTINUATION ISSUE	18 AUG 98

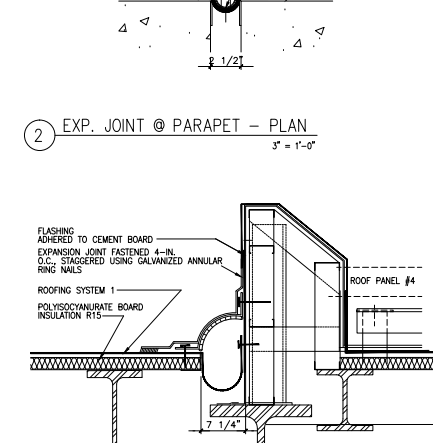
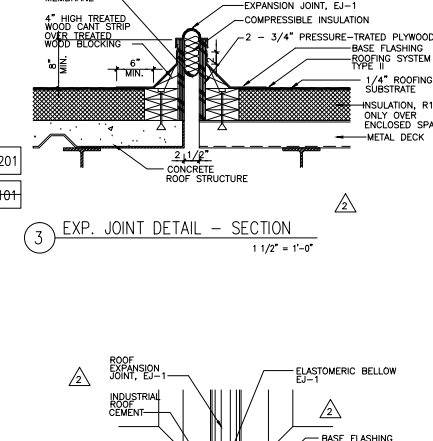
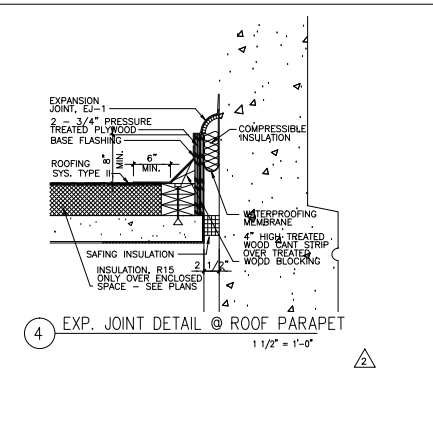
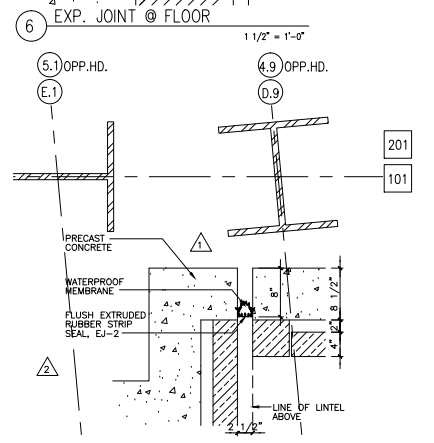
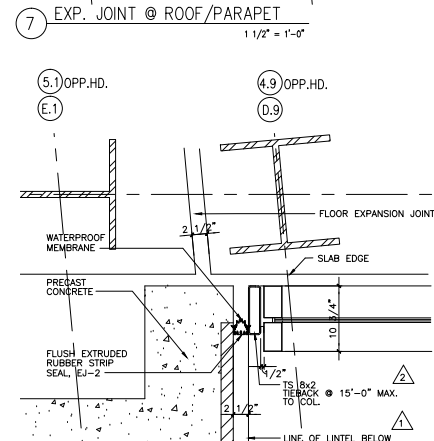
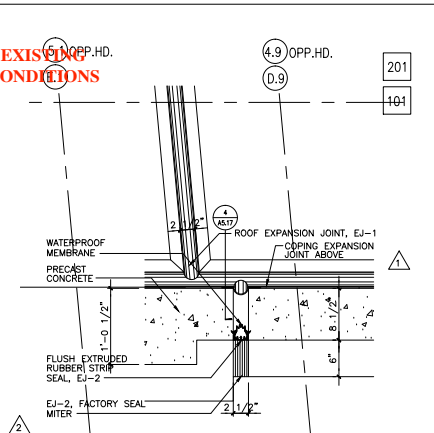
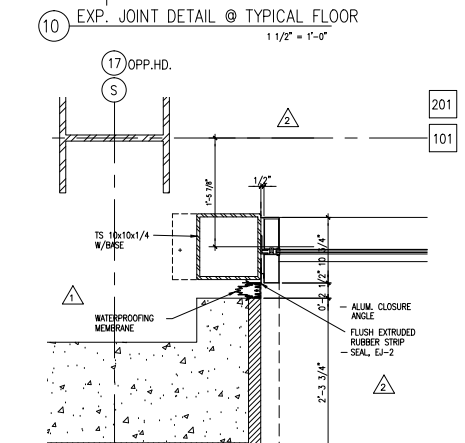
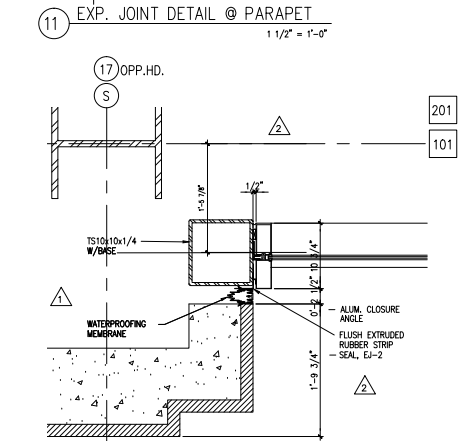
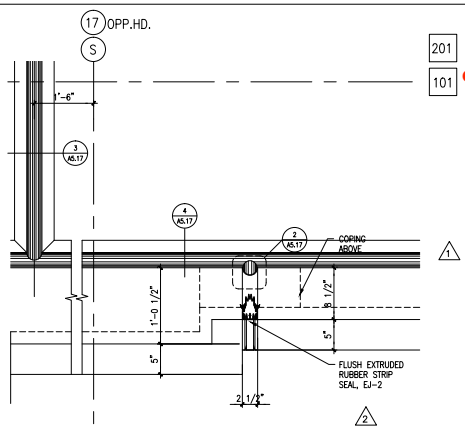
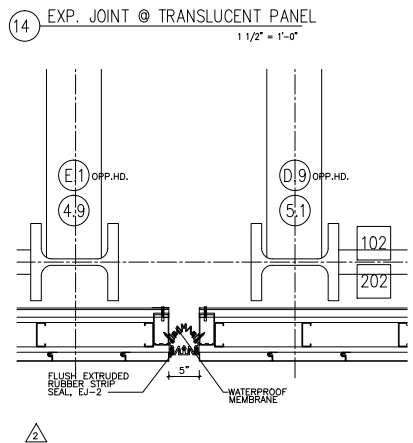
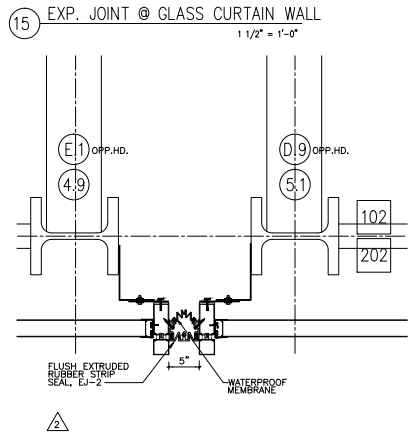
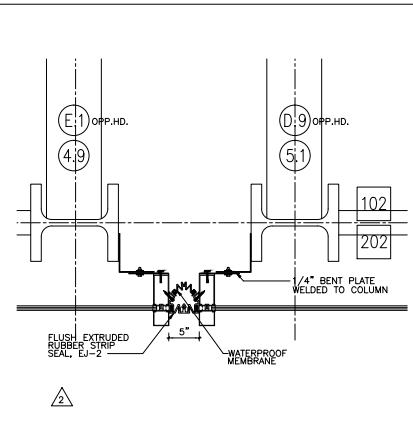
Date: BID PACKAGE 'N' 13 JUL 97

Sheet Title: FIRST BASE SECTION

Sheet No: A3.12

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 User: AL-DOBOSZINSKI
 Plot Scale: 1/8" = 1'-0"
 Plot Device: HP-GL/2

15' 0" 10' 0" 5' 0" 0' 0" 5' 0" 10' 0" 15' 0" 20' 0" 25' 0" 30' 0" 35' 0" 40' 0" 45' 0" 50' 0" 55' 0" 60' 0" 65' 0" 70' 0" 75' 0" 80' 0" 85' 0" 90' 0" 95' 0" 100' 0"



201
101
EXISTING
CONDITIONS



Southeast Wisconsin Professional
 Baseball Field District
 2000 N. 1st St., #1
 Milwaukee, WI 53212
 Milwaukee Brewers Baseball Club
 414.833.4144
 Architects
 HKS, Inc.
 Dallas, TX 75201-7485
 214.896.0309
 NBBJ Sports and Entertainment
 Los Angeles, CA 90014
 213.243.1160
 Epstein Usher Architects
 Milwaukee, WI 53201-0728
 414.931.2000
 American Design, Inc.
 Milwaukee, WI 53212
 414.283.3020
 Structural Engineers
 Ove Arup & Partners
 Los Angeles, CA 90064
 310.513.5040
 Field Structural Engineers
 666.225.262, 57111
 Roof Consultant:
 Mitsubishi Heavy Industries, LTD.
 Chicago, IL 60611
 312.446.0643
 Mechanical/Electrical/Plumbing/
 Fire Protection:
 Ove Arup & Partners
 Los Angeles, CA 90064
 310.513.5040
 PSL Engineering, Inc.
 Milwaukee, WI 53212
 414.303.2111
 The Wilson Firm
 Milwaukee, WI 53213
 414.777.6222
 Audio-Visual/Acoustical/
 Sound/Broadcast:
 Patton, Moren, Kinvalds
 Englewood, CO 80112
 303.695.1000
 Sports Lighting:
 Flack + Kurtz
 212.232.2000
 Security:
 HMA, Inc.
 Milwaukee, WI 53212
 414.982.7270
 Telecommunications:
 Lewis & Associates
 Milwaukee, WI 53212
 414.982.7270
 Communications:
 Brewster, WI 53005
 414.786.8300
 Landscape Architecture:
 Plant Associates
 New Berlin, WI 53151
 414.975.1887
 Civil Engineering:
 Barrington & Associates
 Milwaukee, WI 53225
 414.527.2770
 Graphics Designer:
 Sussman Prepco
 Milwaukee, WI 53233
 310.836.3009
 Vertical Transportation:
 Paragon-Hahn Associates, Inc.
 972.287.1444

Job No: 5128
 Revision:
 1. BY W. BENDER RE. 09-20-91
 2. BY W. BENDER RE. 02-10-98
 3. CONSTRUCTION ISSUE
 Date: 08/15/99
 Sheet Title: EXPANSION JOINT DETAILS
 Sheet No: A5.17
 Scale: AS SHOWN



Photo 1-Right Field Tower Field Level



Photo 2-Right Field Tower Loge Level



Photo 3-Right Field Tower Exterior



Photo 4-Left Field Tower Field Level



Photo 5-Left Field Tower Loge Level



Photo 6-Left Field Tower Exterior

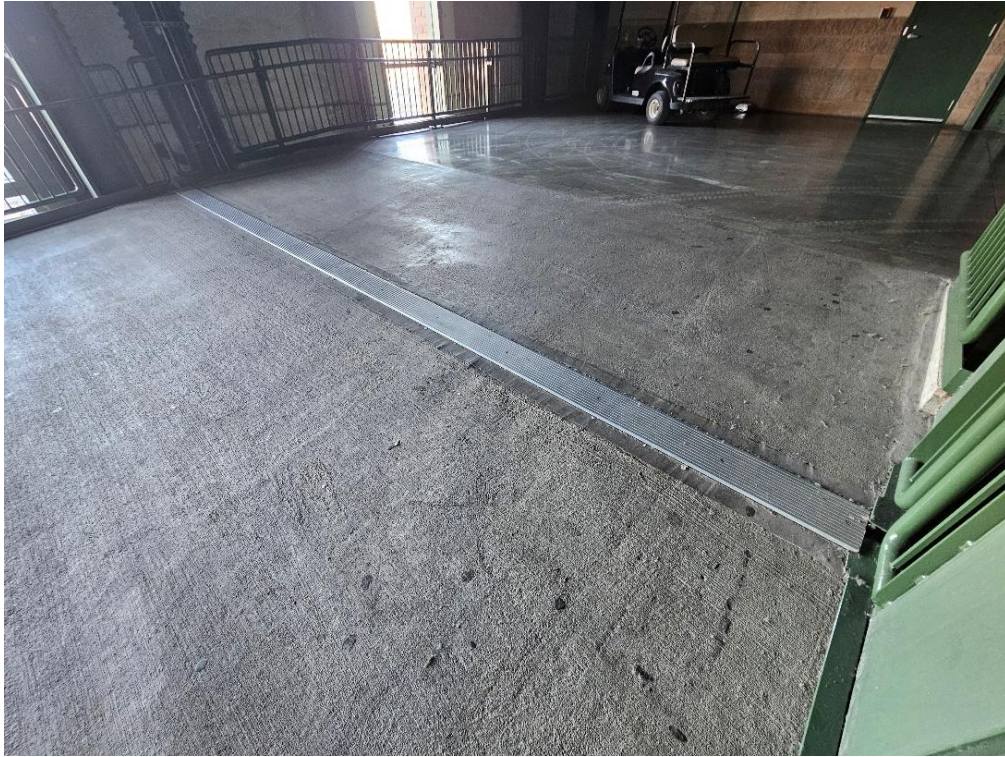


Photo 7-North Ramp Expansion Joint Example

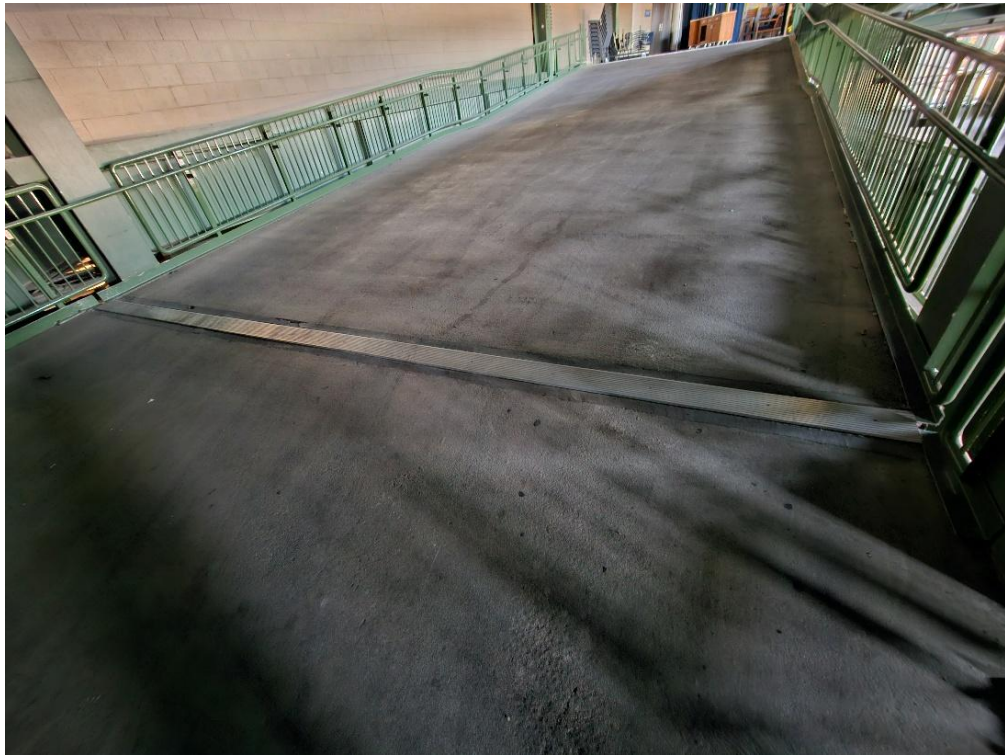


Photo 8-North Ramp Expansion Joint Example



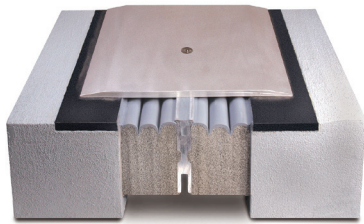
BUILDING TRUST



PRODUCT DATA SHEET

SJS-Seismic Joint System

Watertight, Seismic and Large-Gap Deck Expansion Joint System for Decks — Parking, Stadium Concourses, Treads & Risers, etc.



Pictured with optional elastomeric nosing

Product Description

SJS-Seismic Joint System by Sika Emseal is designed to provide a watertight, trafficable joint system in 2-inch (50mm) and larger joint openings, in decks including parking decks, stadium concourses, stadium treads and risers, and other horizontal plane applications.

The [SJS System](#) builds on a track record of over 30 years of sealing horizontal plane joints with impregnated foam sealants. The SJS System is two horizontal joints pre-assembled in parallel adjacent to a heavy-duty extruded aluminum spline. The spline is designed as the receptor for the attachment of traffic plates that bear vehicle and other loads.

The silicone-and-impregnated-foam hybrid components act to anchor the system, ensure watertightness, absorb sound, and dampen vibration.

The factory-assembled spline, bellows, and foam, are shipped with factory-attached installation hanger-bars.

Epoxy gel adhesive is field-applied to the faces of the joint opening.

The sealing assembly is lowered into the joint gap where it self-expands into epoxy adhesive.

Consecutive lengths are joined through the field-application of manufacturer-supplied, low-modulus, high-movement silicone to the spline and intersecting bellows surfaces. Friction fit alignment pins prevent the joints from moving during silicone cure.

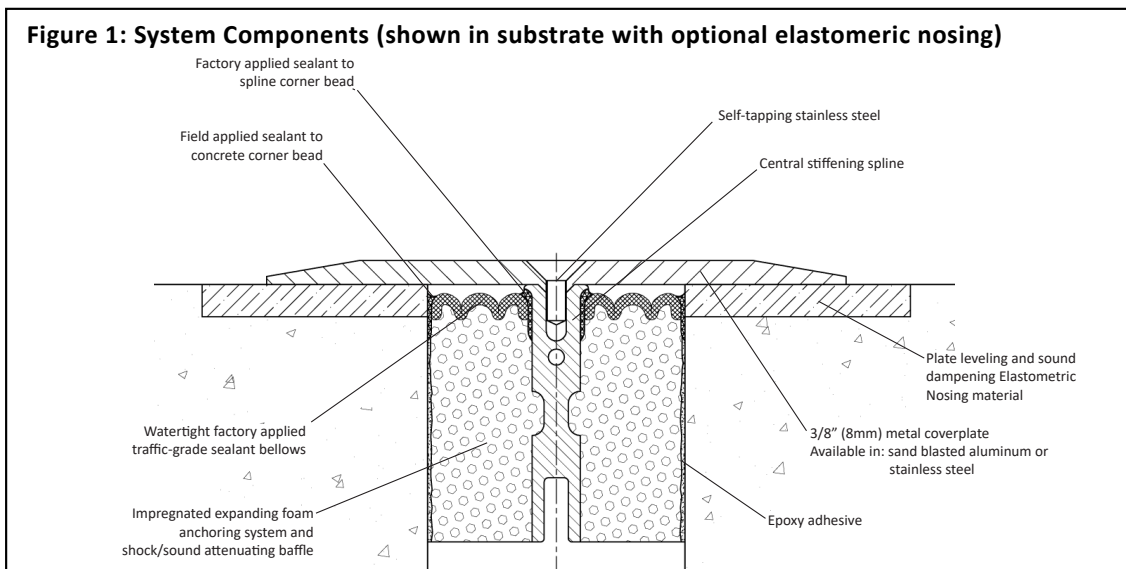
A field-applied silicone sealant band is injected at the bellows to joint substrate interface to complete the waterproofing.

The SJS joint-sealing assembly installation hanger bars are removed sequentially as coverplates are lowered over the joint and screwed to the center spline, completing the installation.

Uses

- For new construction and retrofit of old or failed joint systems.
- For restoring watertightness to chronic leaking over occupied spaces.
- Uniquely suited to joint openings designed for seismic separation of structural building elements.
 - parking decks
 - airport roadways
 - mall bridge connectors
 - stadium concourses
 - stadium treads and risers

Note: for split-slab, plaza and podium decks see [SJS-FP](#).



Features

Watertight – The tensionless silicone bellows are installed flush to or just below the deck surface and just below the coverplate. This ensures that watertightness is achieved at the deck surface. The need for moisture barriers and secondary gutter systems is eliminated.

Non-Invasive Anchoring – There are no hard metal-to-concrete connections in the coverplate system at all. This includes embedded pins, anchors, screws, bolts or tracks, trays or rails. The coverplate assembly is locked to the joint faces by means of the backpressure of the foam and the epoxy adhesive, and by the weight of the assembly.

Sound Attenuation – The flanking impregnated foam and silicone hybrid acts not only as the anchoring system, but also as a highly effective sound and shock dampener. Optional sound attenuating polyurethane nosing material further dampens sound and provides a plate leveling mechanism. The result is a sound-attenuated, watertight coverplate system.

Self-Locating Coverplate Screws – The center spline is a continuous receptor for the coverplate screws that are self-tapped into the anchor channel. This feature dramatically reduces installation-related problems of locating self-centering, sliding ball devices and pantographs. The probability of screws being left out is eliminated by the ease of anchoring which also ensures proper plate alignment between sections.

Self-Locking, Vibration-Dampened Screws – Vibration in alternative systems that rely on metal-to-metal connections and contact points is the primary cause of screw loosening. Vibration that might otherwise work to loosen screws in these technologies is, in the SJS, first dampened by the massive and continuous springs of impregnated foam along the entire length of the joint. In addition, 30 pounds of force is required to loosen the screws which translates into excellent resistance to loosening without the need for thread-lock compounds.

Field-Adjustable Plate Support – Installation over a leveling-bed of Sika Emseal supplied elastomeric nosing material provides the opportunity to fine-tune the support of the coverplate sections to reduce rocking and noise caused by un-level deck surfaces. Concrete in new and retrofit applications is inevitably uneven across and along the joint. Systems that attach or embed extruded rails to receive self-centering bars and sliding ball and socket devices cannot be adjusted to eliminate unevenness across and down the length of the joint.

Continuity of Seal – As in all Sika Emseal expansion joint systems, continuity of seal through changes in plane and direction is an essential performance differentiator. Factory-fabricated transitions at curbs, sidewalks, parapets, tees, crosses, and tread/risers are available with the SJS System. Details for watertight, warranted, field-fabricated transitions between the different Emseal product systems are additionally available.

Performance & Selection

Joint Sizes – For mean-temperature, structural-slab, joint sizes from 2-inches (50mm) up to 16-inches (400mm). For special conditions or other sizes consult Emseal.

Movement Capability – 100% (+50% and -50%) of nominal material size.

Depth of Seal

<u>Width</u>	<u>Depth of Seal</u>
2" – 3 1/2" (50-90mm)	3-inches (75mm)
4" – 8" (100-200mm)	4" (100mm)
9" – 13" (225-325mm)	5" (125mm)
14" – 16" (350-400mm)	8" (200mm)

Coverplates – Standard coverplate is 3/8-inch (10mm) shot-blasted aluminum or stainless steel. Other custom metals are available — consult EMSEAL.

Coverplate thicknesses can be customized to suit load and traffic expectations — Consult Emseal.

Coverplate edge-chamfer available in standard or optional low-slope configurations — consult CAD details at www.emseal.com.

Fire Rating – 1 or 2-hour fire rating for joints openings from 2-inches (50mm) to 10-inches (250mm) with [SJS-FR](#). For larger sizes consult Emseal.

CAD & Guide Specs

[Guide Specifications](#) and [CAD details](#) are available online at Emseal.com or by [contacting Emseal](#).

Warranty

Standard or project-specific warranties are available from Sika Emseal on request.

Availability & Price

SJS System is available for shipment internationally. Prices are available from local representatives and/or directly from the manufacturer. Sika Emseal reserves the right to modify or withdraw any product without prior notice.

EMSEAL JOINT SYSTEMS, LTD
25 Bridle Lane
Westborough, MA 01581 USA
Phone: 508.836.0280
Fax: 508.836.0281
www.emseal.com

EMSEAL, LLC
111 Royal Group Crescent
Woodbridge, ON L4H 1X9 Canada
Phone: +1-416-740-2090
Fax: +1-416-740-0233
www.emseal.com

SIKA CORPORATION
201 Polito Avenue
Lyndhurst, NJ 07071 USA
Phone: +1-800-933-7452
Fax: +1-2019336225
www.usa.sika.com

Product Data Sheet
Sika Emseal SJS System
August 2024 Version SE-2.0



PRODUCT DATA SHEET

Sikacrete[®]-421 CI Rapid

One-component, early strength-gaining concrete containing factory blended coarse aggregate

PRODUCT DESCRIPTION

Sikacrete[®]-421 CI Rapid is a one-component, early strength-gaining concrete containing factory blended coarse aggregate. This concrete is air entrained and also contains a migrating corrosion inhibitor.

USES

- Full depth repairs
- On grade, above, and below grade on concrete
- On horizontal surfaces
- Vertical and overhead surfaces when formed and pumped or poured
- As a structural repair material for parking facilities, industrial plants, walkways, bridges, tunnels, dams and balconies
- Filler for voids and cavities

CHARACTERISTICS / ADVANTAGES

- High early strength
- Fast-setting
- Integral corrosion inhibitor
- Prepackaged coarse aggregate: Eliminates need to extend material in the field; Eliminates the risk of reactive aggregate
- Excellent workability and finishing characteristics
- Rapid hardening as defined by ASTM C-928 (Type R3)

PRODUCT INFORMATION

Packaging	65 lb (29 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C). Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	<u>2 hours</u>	<u>3,000 psi (20.7 MPa)</u>	(ASTM C-39) 73 °F (23 °C) 50 % R.H.
	<u>1 day</u>	<u>5,000 psi (34.5 MPa)</u>	
	<u>7 days</u>	<u>6,000 psi (41.4 MPa)</u>	
	<u>28 days</u>	<u>6,500 psi (44.8 MPa)</u>	
Flexural Strength	<u>28 days</u>	<u>1,000 psi (6.9 MPa)</u>	(ASTM C-293)
Splitting Tensile Strength	<u>28 days</u>	<u>650 psi (4.5 MPa)</u>	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
Shear Strength	<u>1 day</u>	<u>1,700 psi (11.7 MPa)</u>	(ASTM C-882 Modified)
	<u>7 days</u>	<u>2,300 psi (15.9 MPa)</u>	
	<u>28 days</u>	<u>3,000 psi (20.7 MPa)</u>	
* Mortar scrubbed into substrate (73 °F (23 °C) and 50 % R.H.)			
Shrinkage	<u>Water Cured</u>	<u>0.012 %</u>	(ASTM C-157 Modified per ASTM C-928)
	<u>Air Cured</u>	<u>-0.016 %</u>	
28 days results at 73 °F (23 °C) and 50 % R.H.			
Freeze-Thaw Stability	<u>300 cycles</u>	<u>> 90 %</u>	(ASTM C-666)
Rapid Chloride Permeability	<u>28 days</u>	<u>600 (Very Low)</u>	(ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	5.5-6 pints (2.6-2.8 L)	
Coverage	0.5 ft ³ (0.01 m ³) per bag (Coverage figures do not include allowance for surface profile and porosity or material waste)	
Layer Thickness	Min.	Max.
	<u>1" (25 mm)</u>	<u>8" (203 mm)</u>
Product Temperature	65–75 °F (18–24 °C)	
Ambient Air Temperature	> 40 °F (4 °C)	
Substrate Temperature	> 40 °F (4 °C)	

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Be sure repair area is not less than 1" (25.4 mm) in depth.
- Preparation work should be done by high pressure water blast, scabber or other appropriate mechanical means to obtain an exposed aggregate surface profile of $\pm 1/8"$ (3.2 mm) (CSP-7-8).
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Saw cutting of edges is preferred and a dovetail is recommended.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

PRIMING

- **Reinforcing steel:** Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).
- **Concrete Substrate:** Prime the prepared substrate with a brush or sprayed applied coat of Sika® Armatec® 110 EpoCem (consult PDS). Alternately, a scrub coat of Sikacrete®-421 CI Rapid can be applied prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- Start mixing with 5.5 pints (2.6 L) of water.
- An additional 0.5 pint (0.2 L) can be added if needed.
- Do not overwater as excess water will cause segregation.
- Add Sikacrete®-421 CI Rapid while continuing to mix. Mix to a uniform consistency, maximum 3 minutes. Mechanically mix with a low-speed drill (400–600 rpm) and paddle or in appropriate-size mortar mixer or concrete mixer.

APPLICATION

- Pre-wet surface to SSD.
- Ensure good intimate contact with the substrate is achieved. To accomplish this, material should be scrubbed into the substrate or other suitable means should be employed such as vibration of the material or pumping under pressure.
- Vibrate form while pouring or pumping.
- Pump with a variable pressure pump.
- Continue pumping until a 3 to 5 psi increase in normal

- line pressure is evident then STOP pumping.
- Form should not deflect.
- Vent to be capped when steady flow is evident, and forms stripped when appropriate.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound.
- Curing compounds adversely affect the adhesion of following lifts of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing. Protect freshly applied mortar from direct sunlight, wind, rain and frost.

* Pretesting of curing compound is recommended.

LIMITATIONS

- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur 32 Hi-Mod.
- Elevated temperatures will decrease working time and slump.
- Rate of strength gain will be reduced at colder temperatures. On site testing is recommended.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/l

(EPA method 24)

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

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Product Data Sheet

Sikacrete®-421 CI Rapid
September 2018, Version 01.02
020201010060000029

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WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX B

Wisconsin Professional Baseball Park District
standard General Conditions to Construction Services Contract

**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 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 documents, reports, data, drawings, specifications and other materials prepared by the Contractor for performance of the Work (the "Documents") are instruments of the Contractor's Work, and are for use solely with respect to this Project. All Documents shall be the property of the District, or, where applicable, of the Brewers ("Instruments of Service"). Upon payment of all sums approved by the District as being due the Contractor, the District, or, where applicable, the Brewers, shall own all common law, statutory, and other reserved rights, in addition to the copyrights, in and to the Instruments of Service. Contractor shall not withhold delivery of the Instruments of Service on account of any dispute with the District, or, where applicable, the Brewers, including a dispute over any sums claimed due and owing by Contractor. The Instruments of Service are not to be used by the Contractor or any subcontractor on any other project without written consent of the District, or, where applicable, the Brewers, which may be withheld in the District's or the Brewer's sole discretion.

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 written 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. Contractor shall provide advance written notice to the District of selected subcontractors. 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. Contractor shall require its subcontractors and vendors to provide similar insurance as required and include the District, any mortgagee, and the Project Administrator, and their respective successors, as additional insured and hold such parties harmless for their negligence.

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. 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. The use of a drone anywhere on the ballpark site or within the ballpark facility requires prior written consent from the District, which may be withheld in the District's sole discretion and may be limited to specific date(s) and time(s) of use.

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 that: (1) materials and equipment furnished by Contractor will be of good quality and new; (2) the Work will be free from defects in workmanship, material, and design; (3) the Work will conform to the applicable specifications, drawings, designs, samples, and other requirements of the Contract Documents; (4) the Work will be fit for their intended purpose and operate as intended; (5) be free and clear of all liens, security interests or other encumbrances; (6) not infringe or misappropriate any third party's patent or other intellectual property rights; and (7) it shall perform the Work using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations hereunder and under any Contract Documents. These warranties survive any delivery, inspection, acceptance, or payment of or for the Work by the District. Contractor warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one year from the Substantial Completion Date and that its Work will be free from defects in workmanship, design and material until the end of the Term, or for one year, whichever is later. Establishment of this one year period for correction of defective Work does not affect or in any way limit the applicable statutory limitations or statute of repose periods. Upon written notice from the District, Contractor shall, at its option, repair or replace the defective Work or re-perform defective services. These warranties do not extend to any Work or services that have been abused, altered, misused, or repaired by the District or third parties without the supervision of and prior written approval of Contractor; or if Contractor serial numbers or warranty date decals have been removed or altered. The District must promptly report any failure of the equipment to Contractor in writing.

The warranties set forth in this Section 3.7 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of the District's discovery of the noncompliance of the Work or services. If Contractor installs or furnishes a piece of equipment under the Contract, and that equipment is covered by a warranty from the manufacturer, Contractor will transfer the benefits of that manufacturer's warranty to the District if the Contract with the District terminates before the equipment manufacturer's warranty expires.

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 prior to commencement of any Hot Work. Contractor further acknowledges and agrees that it will be required to either: (1) bring a completed Hot Work Permit to American Family Field, or (2) complete a Hot Work Permit at American Family Field on the date which Work is to be provided.

3.10 Construction Site Pollution Control

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

Contractor shall not permit any Hazardous Materials to be deposited, stored, disposed, placed, generated, manufactured, buried, refined, transported, treated, discharged, handled, exacerbated, or located on District property. Contractor shall promptly notify the District of the discovery of any Hazardous Material on the District property, recommend appropriate action, and implement and supervise the course of action approved or directed by the District. For purpose of this Contract, "Hazardous Materials" means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, lead-based paint, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances, or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws, or any molds, spores, fungi, or other harmful microbial matter. "Environmental Laws" means any federal, state, or local law, rule, or regulation

pertaining to environmental regulation, contamination, remediation, or cleanup, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq. and 40 CFR § 302.1 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq. and 40 CFR § 116.1 et seq.), those relating to lead based paint, the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), and the regulations promulgated pursuant to said laws, all as amended.

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, the Milwaukee Brewers Baseball Club, L.P. (the "Brewers"), Major League Baseball, and the directors, authorized representatives, consultants and agents of each ("Indemnitees") from and against all claims, liabilities, costs, damages, losses, payments, judgments, and expenses including, but not limited to, reasonable attorneys' fees and other litigation expenses (collectively, "Losses"), arising out of or resulting from: (a) bodily injury, death of any person, sickness, disease, or damage to real property resulting from the willful, fraudulent, or negligent acts or omissions of Contractor or Contractor personnel and subcontractors; or (b) Contractor's breach of any representation, warranty, or obligation of Contractor set forth in the Contract (including, without limitation, any violation of applicable safety laws described in Section 3.5, above or environmental requirements as described in Section 3.10 above). This obligation is in addition to any other obligations set forth herein or under applicable law. In claims against any person or entity indemnified under this Subsection 3.13 by an employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against all Losses based on a claim that any of the Work or the District's receipt or use thereof infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Contractor enter into any settlement without the District's or Indemnitee's prior written consent.

The provisions of this Section 3.13 will survive the expiration or earlier termination of the Contract.

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, the time for performance may be extended by a revised Purchase Order approved by the District in its sole discretion. Contractor shall give notice of the delay within five (5) days of the occurrence giving rise to the delay, stating the period of time the occurrence is expected to continue. No other extensions of time shall be approved. The date of commencement of the construction ("Commencement Date") and the date upon which Contractor shall achieve Substantial Completion ("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" (which Contractor shall submit to the District), 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. All invoices will be delivered via email and are due net 30 days from of the District's receipt of the invoice, including all required supporting documentation, except for any amounts disputed by the District in good faith. The parties shall seek to resolve all such

disputes expeditiously and in good faith. Contractor shall continue performing obligations notwithstanding any such dispute.

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 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 as required to complete the punch list. When Contractor Substantially Completed the Work in all material respects, Contractor shall notify the District in writing of such completion. Contractor shall promptly meet with the District after the date of Contractor's notice of its completion of the Work to inspect the premises and prepare with the District a "punch list" of corrections of construction that are required to cause any applicable portion of the Work to conform with the Contract Documents in all material respects. Contractor shall within fifteen (15) days cause all items on the punch list to be completed or remedied.

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, which shall be at the District's sole discretion.

Article 8 INSURANCE AND BONDS

The Contractor shall purchase and maintain, at its expense, a policy covering the Work to be performed hereunder for the Contractor's negligent acts, errors and omissions in the amounts set forth on Exhibit A attached hereto. Contractor shall keep this policy in force for not less than three (3) years after the completion of the Work under the Contract.

The Contractor shall also procure and maintain during the life of the Contract the following types of insurance: (i) Workers' Compensation Insurance; (ii) Employer's Liability Insurance; (iii) Commercial General Liability Insurance; and (iv) Commercial Automobile Liability Insurance, all in accordance with the amounts and other requirements set forth in Exhibit A attached hereto and incorporated herein.

Prior to the Commencement Date of the Work, Contractor shall provide to the District certificates of insurance evidencing the foregoing coverages. Each policy maintained by the Contractor pursuant to this Article 8 shall comply with the requirements in Exhibit A and provide that it will not be canceled or materially altered without thirty (30) days advance written notice by mail to the District mailed to the address indicated herein, and the policies or certificates of insurance shall so state.

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 written 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 (more than 1 time) 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. 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 a 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. The District may terminate the Contract immediately in the event subpart 5 or 6 above becomes applicable.

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.

Upon expiration or termination of the Contract for any reason or no reason, Contractor shall: (i) deliver to the District all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of performing the Work; (ii) return to the District all District-owned property, equipment, or other materials in its possession or control; (iii) remove any Contractor-owned property, equipment, or materials located at the District's locations; and (iv) provide reasonable cooperation and assistance to the District upon the District's written request in transitioning the Work to an alternate service provider.

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, which may be withheld in the District's sole discretion.

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 Any legal suit, action, or proceeding arising out of or related to the Contract or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties hereby waive any claims or defenses that venue in such jurisdiction is inappropriate, inconvenient or wrongful. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 10.3 If any term or provision of the Contract is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 10.4 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 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
- All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid or when actually received. Such communications must be sent to the respective parties at the last known registered address of such party (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.7).
- 10.8 The Contract may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, the Contract shall be deemed to have been fully executed and each counterpart shall be deemed to be an original and all counterparts taken together shall be one and the same Contract. The Contract may be signed by e-mailed or other electronic signatures (e.g., DocuSign) and e-mail or such other electronic signatures hereon shall be deemed originals for all purposes.
- 10.9 Each party signing the Contract, including these Terms and Conditions, represents and warrants: (i) they have read and understand the Contract;(ii) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder, and (iii) when executed and delivered by such party, the Contract will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

- 10.10 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms the Contract.
- 10.11 The parties are independent contractors, and nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

Article 11 DISPUTE RESOLUTION

Should a dispute arise between the District and Contractor during the performance of Work or thereafter, the parties shall make a good faith attempt to resolve the dispute amongst themselves within ten (10) days of notice of dispute having been given. Notwithstanding the existence of a dispute between the parties, Contractor shall be obligated to prosecute the Work in a good and workmanlike manner and in accordance with the Contract Documents as long as the District continues to make payment of undisputed amounts. Contractor and its subcontractors shall have no right to suspend the performance of Work hereunder, or to cause the Work to be delayed because of the existence of a dispute.

The exclusive forum for the resolution of any and all disputes arising under this Contract or in any way relating to the Work shall be litigation in Milwaukee County Circuit Court, State of Wisconsin. The parties hereby waive any claims or defenses that venue in such court is inappropriate, inconvenient or wrongful.

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

The policy shall not contain exclusions relating to: contractual liability, independent contractors, or explosion, collapse or underground exclusions.

B. Business Auto Liability – All Autos including Hired, leased, 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)	\$1,000,000
Bodily Injury by Disease (policy limit)	\$1,000,000
Bodily Injury by Disease (each employee)	\$1,000,000

D. Excess or Umbrella Liability:

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

E. Professional Liability Limits: This requirement applies if the Contract involves professional design services or your Work has an element of design services.

Each Claim	\$5,000,000
Aggregate	\$5,000,000

F. 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

G. 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). Contractors shall procure All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Contractor for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Contractor agrees to waive its carrier’s right of subrogation against the Additional Insureds.

H. 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

- I. 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. Contractors shall also require that each of its subcontractors name the Additional Insureds as additional insureds on the subcontractors' Commercial General Liability, Commercial Automobile and Umbrella Liability policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations.
- J. 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. However, the District permitting Contractor to commence Work prior to District's receipt of the required certificate of insurance shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by the Contractor shall not relieve or decrease in any manner the liability of the Contractor under this Contract.
- K. Coverage Term:** All insurance must remain in force for the duration of the project and three years following project completion.
- L. A.M. Best Rating:** All insurers must be rated A- or better by A.M. Best & Company.



APPENDIX C

Current 2025 Milwaukee Brewers Baseball Schedule



2025 SCHEDULE

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

MARCH / APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
				27 NYY 2:05	28	29 NYY 12:05
30 NYY TBD	31 KC 1:10	1 KC 6:40	2 KC 12:10	3 CIN 6:40	4 CIN 7:10	5 CIN 6:10
6 CIN 1:10	7	8 COL 7:40	9 COL 7:40	10 COL 2:10	11 AZ 8:40	12 AZ 7:10
13 AZ 3:10	14 DET 6:40	15 DET 6:40	16 DET 12:10	17	18 ATH 7:10	19 ATH 6:10
20 ATH 1:10	21 SF 8:45	22 SF 8:45	23 SF 8:45	24 SF 2:45	25 STL 7:15	26 STL 1:15
27 STL 1:15	28	29 CWS TBD	30 CWS TBD			

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
				1 CWS TBD	2 CHC 7:10	3 CHC 6:10
4 CHC 1:10	5 HOU 6:40	6 HOU 6:40	7 HOU 12:10	8	9 TB TBD	10 TB TBD
11 TB TBD	12 CLE TBD	13 CLE TBD	14 CLE TBD	15	16 MIN 7:10	17 MIN 6:15
18 MIN 1:10	19 BAL 6:40	20 BAL 6:40	21 BAL 12:10	22 PIT 5:40	23 PIT 5:40	24 PIT 3:05
25 PIT 12:35	26 BOS 1:10	27 BOS 6:40	28 BOS 12:10	29	30 PHI 5:45	31 PHI 3:05

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
1 PHI 12:35	2 CIN 6:10	3 CIN 6:10	4 CIN 11:40A	5	6 SD 7:10	7 SD 6:35
8 SD 1:10	9 ATL 6:40	10 ATL 6:40	11 ATL 1:10	12 STL 6:40	13 STL 7:10	14 STL 3:10
15 STL 1:10	16	17 CHC 7:05	18 CHC 7:05	19 CHC 1:20	20 MIN 7:10	21 MIN 1:10
22 MIN 1:10	23 PIT 6:40	24 PIT 6:40	25 PIT 1:10	26	27 COL 7:10	28 COL 3:10
29 COL 1:10	30					

JULY

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

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					1 WSH 5:45	2 WSH 3:05
3 WSH 12:35	4 ATL 6:15	5 ATL 6:15	6 ATL 6:15	7	8 NYM 7:10	9 NYM 6:10
10 NYM 1:10	11 PIT 6:40	12 PIT 6:40	13 PIT 1:10	14	15 CIN 5:40	16 CIN 5:40
17 CIN 12:40	18 CHC 7:05	19 CHC 7:05	20 CHC 7:05	21 CHC 1:20	22 SF 7:10	23 SF 6:10
24 SF 1:10	25 AZ 6:40	26 AZ 6:40	27 AZ 6:40	28 AZ 1:10	29 TOR 6:07	30 TOR 2:07
31 TOR 12:37						

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1 PHI 3:10	2	3 PHI 6:40	4 PHI 3:10	5 PIT 5:40	6 PIT 5:40
7 PIT 12:35	8 TEX 7:05	9 TEX 7:05	10 TEX 1:35	11	12 STL 7:10	13 STL 6:10
14 STL 1:10	15	16 LAA 6:40	17 LAA 6:40	18 LAA 6:40	19 STL 7:15	20 STL 6:15
21 STL 1:15	22 SD 8:40	23 SD 8:40	24 SD 3:10	25	26 CIN 7:10	27 CIN 6:10
28 CIN 2:10	29	30				



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX D

Wisconsin Professional Baseball Park District
Diversity Contracting Program



DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

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

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

YES!

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

NO

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

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

YES!

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

NO

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

Using a Diverse Firm

OR

Not Using a Diverse Firm

Utilization Plan

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

https://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 style="width: 40px; height: 30px;" 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 style="width: 40px; height: 30px;" type="checkbox"/>	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
<input style="width: 40px; height: 30px;" 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