



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



A
REQUEST FOR PROPOSALS
FOR
BOILER EXHAUST FAN AND DUCTWORK REPLACEMENT

AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WISCONSIN 53214

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

May 8, 2025



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



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”) to remove and replace the existing boiler exhaust fan and associated ductwork 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. Please see **Appendix A** for detailed scope of work, including drawings and specifications.

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:

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

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

Bids can be emailed to: sschwingle@thesigmagroup.com

Contractors will receive an email confirming receipt of the bid. Bids are due by **5:00 PM (CT) on Thursday, May 29, 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.



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CT) on Wednesday, May 14, 2025, to the Project Administrator, Shannon Schwingle, at sschwingle@thesigmagroup.com.

Responses to questions will be posted on the District's website (www.wibaseballdistrict.com) no later than 5:00 pm (CT) on May 16, 2025. **Please check the website periodically since a preliminary response to questions may be posted sooner than May 16, 2025.**

A copy of the Wisconsin Professional Baseball Park District 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. Any exceptions to contract terms will be taken into consideration when bids are reviewed.

PREBID SITE VISIT

While the District has provided certain drawings 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, Shannon Schwingle, at sschwingle@thesigmagroup.com to schedule site access.

SCOPE OF WORK

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

SCHEDULE

Milestone	Date
RFP questions due	May 14, 2025
RFP response to questions posted	May 16, 2025
RFP bids due	May 29, 2025
Contract awarded to selected Contractor *	Week of June 2, 2025
Substantial completion, including all testing and commissioning**	August 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. The 2025 Milwaukee Brewers Baseball Schedule is included in **Appendix C**.

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 D** 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. As-built drawings
3. O&M manuals
4. Contractor's labor warranty
5. Manufacturer's warranty
6. 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 game 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 – BOILER EXHAUST FAN AND DUCTWORK REPLACEMENT

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all Work required for the removal and replacement of the boiler exhaust fan and associated ductwork at American Family Field.

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



II. DIVERSE FIRM PARTICIPATION FORM(S)

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

Signature

Title

III. ADDENDUM(S) RECEIVED

Acknowledge receipt of each Addendum issued for this RFP.

Addendum(s) Received (insert #s)

Signature

Title

IV. GENERAL CONDITIONS TO CONSTRUCTION SERVICES CONTRACT RECEIVED

Acknowledge receipt AND acceptance of the General Conditions to Construction Services Contract issued with this RFP OR exceptions attached hereto. Any exceptions to contract terms will be taken into consideration when bids are reviewed.

Signature

Title

V. SAMPLE ONE YEAR WORKMANSHIP WARRANTY

Contractors sample one year workmanship warranty is attached to this bid.

Signature

Title



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX A

Scope of Work

AMERICAN FAMILY FIELD BOILER EXHAUST FAN REPLACEMENT

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ONE BREWERS WAY, MILWAUKEE, WI 53214



GENERAL NOTES

1. EXISTING CONDITIONS ARE SHOWN BASED ON INFORMATION OBTAINED FROM FIELD SURVEYS AND EXISTING BUILDING DOCUMENTS. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REPORT ANY CONFLICTS TO ENGINEER BEFORE PROCEEDING.
2. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK REQUIRED TO COMPLETE THE INTENDED SCOPE OF WORK, WHETHER SHOWN ON THE DRAWINGS OR NOT. REMOVE ALL EXISTING CONDUIT & APPURTENANCES THAT ARE ABANDONED OR NOT TO BE USED.
3. CONTRACTOR SHALL VERIFY LOCATION AND SIZES OF EXISTING EQUIPMENT, CONDUIT, ETC. IN FIELD.
4. ELECTRICAL CONTRACTOR TO DISCONNECT POWER, REMOVE UNUSED POWER WIRING, CONDUITS, ACCESSORIES, ETC. TO EXISTING EQUIPMENT THAT IS TO BE REMOVED BACK TO SERVICE PANEL.
5. CLOSE ALL UNUSED PIPE CONDUIT IN WALLS AND FLOORS TO MATCH ORIGINAL CONSTRUCTION, FIRE RATING AND FINISH.
6. THIS CONTRACTOR SHALL REMOVE ALL DEBRIS RESULTING FROM DEMOLITION AND INSTALLATION OF NEW WORK. THE WORK AREAS SHALL BE KEPT CLEAN AT ALL TIMES TO THE SATISFACTION OF THE OWNER.
7. IF HAZARDOUS MATERIALS ARE IN ANY WAY SUSPECTED, INCLUDING BUT NOT LIMITED TO ASBESTOS, POLLUTANTS OR PCB, INFORM THE OWNER IMMEDIATELY AND SUSPEND PROGRESS ON THAT PORTION OF WORK.
8. WHERE CONDUIT IS DEMOLISHED, ALSO DEMOLISH ALL HANGERS AND ACCESSORIES UNLESS OTHERWISE CALLED OUT TO BE SAVED OR REINSTALLED.
9. WHILE DEMOLITION DRAWINGS INDICATE SPECIFIC CONTROL DEVICES TO BE REMOVED, REUSED OR REPLACED, CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS BEFORE DEMOLITION IS PERFORMED. CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL CONTROL SYSTEM AS SPECIFIED.

DESIGN TEAM

MECHANICAL AND ELECTRICAL:

GRUMMAN | BUTKUS ASSOCIATES
1011 N. MAYFAIR ROAD, SUITE 300
WAUWATOSA, WI. 53226
414-476-8980
CONTACT: BOB BAYNE

DRAWING LIST

T100 TITLE SHEET AND PROJECT NOTES

M001	MECHANICAL SYMBOLS, GENERAL NOTES, AND ABBREVIATIONS
M011	DUCTWORK SERVICE LEVEL - DEMOLITION
M111	DUCTWORK SERVICE LEVEL - NEW WORK
M300	DUCTWORK SECTIONS

E001	ELECTRICAL SYMBOLS, NOTES, AND ABBREVIATIONS
E002	ELECTRICAL SPECIFICATIONS
E011	PARTIAL SERVICE LEVEL - POWER DEMOLITION
E111	PARTIAL SERVICE LEVEL - POWER NEW WORK
E500	MOTOR CONTROL CENTER ELEVATIONS
E501	ELECTRICAL SCHEDULES

GENERAL	
DESIGNATION	DESCRIPTION
	DETAIL OR ENLARGED PLAN
	SECTION OR ELEVATION
	(HEAVY LINES) - NEW PIPING/DUCTWORK/EQUIPMENT
	(THIN LINES) - EXISTING PIPING/DUCTWORK/ EQUIPMENT TO REMAIN
	(HEAVY DASHED LINES) - EXISTING PIPING/DUCTWORK/ EQUIPMENT TO BE DEMOLISHED
	POINT OF CONNECTION BETWEEN NEW/DEMO WORK AND EXISTING
GENERAL PROJECT NOTES	
1. MECHANICAL CONTRACTOR SHALL REFER TO DIVISION 20 AND 23 SPECIFICATIONS.	

ABBREVIATIONS	
DESIGNATION	DESCRIPTION
ABV	ABOVE
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
BAS	BUILDING AUTOMATION SYSTEM
BDD	BACKDRAFT DAMPER
BHP	BRAKE HORSEPOWER
BTU	BRITISH THERMAL UNIT
CFM	CUBIC FEET PER MINUTE
CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
CLG	CEILING
CONC	CONCRETE
CSFD	COMBINATION SMOKE/FIRE DAMPER
DB	DRY BULB
DDC	DIRECT DIGITAL CONTROL
DIA	DIAMETER
DWG	DRAWING
EL	ELEVATION
ELEC	ELECTRICAL
EQ	EQUIPMENT
EXH	EXHAUST
FD	FIRE DAMPER
FLA	FULL LOAD AMPS
FLR	FLOOR
FOB	FLAT ON BOTTOM
FOT	FLAT ON TOP
FPM	FEET PER MINUTE
FPV	FAN POWERED VARIABLE AIR VOLUME
FT	FEET OR FOOT
GA	GAUGE
GAL	GALLONS
GPM	GALLONS PER MINUTE
GWR	GLYCOL WATER RETURN
GWS	GLYCOL WATER SUPPLY
HP	HORSEPOWER
HTG	HEATING
HVAC	HEATING VENTILATING AND AIR CONDITIONING
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
ID	INSIDE DIAMETER
KW	KILOWATT
LCP	LOCAL CONTROL PANEL
LRA	LOCK ROTOR AMPS
MAT	MIXED AIR TEMPERATURE
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MHP	MOTOR HORSEPOWER
MIN	MINIMUM
MOD	MOTOR OPERATED DAMPER
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OA	OUTDOOR AIR
OD	OUTSIDE DIAMETER
PSI(G)	POUNDS PER SQUARE INCH (GAUGE)
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
SD	SMOKE DAMPER
SQ	SQUARE
TP	TOTAL PRESSURE
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VAV	VARIABLE AIR VOLUME
VD	VOLUME DAMPER
VSC	VARIABLE SPEED CONTROLLER
WB	WET BULB
W	WITH
W/O	WITHOUT
WG	WATER GAUGE

PIPEWORK FITTINGS	
NOTE: ALL FITTINGS SHOWN BELOW ARE FOR USE IN SCREWED PIPING SYSTEMS UNO. REFER TO SPECIFICATION FOR SPECIFIC PIPING SYSTEM REQUIREMENTS (SCREWED VS. FLANGED VS. WELDED VS. SOLDERED).	
DESIGNATION	DESCRIPTION
	CAP
	CONNECTION, BOTTOM
	CONNECTION, TOP
	ELBOW, 90°
	ELBOW TURNED UP
	ELBOW TURNED DOWN
	ELBOW, REDUCING (SHOW SIZES)
	ELBOW, LONG RADIUS
	ELBOW, SIDE OUTLET, OUTLET UP
	ELBOW, SIDE OUTLET, OUTLET DOWN
	LATERAL BRANCH
	REDUCER, CONCENTRIC
	INCREASER, CONCENTRIC
	REDUCER, ECCENTRIC STRAIGHT INVERT
	REDUCER, ECCENTRIC STRAIGHT CROWN
	TEE
	TEE, OUTLET UP
	TEE, OUTLET DOWN
	TEE, REDUCING (SHOW SIZES)
	TEE, SIDE OUTLET, OUTLET UP
	TEE, SIDE OUTLET, OUTLET DOWN
	UNION, SCREWED
	PITCH OF PIPE - RISE (R), DROP (D)

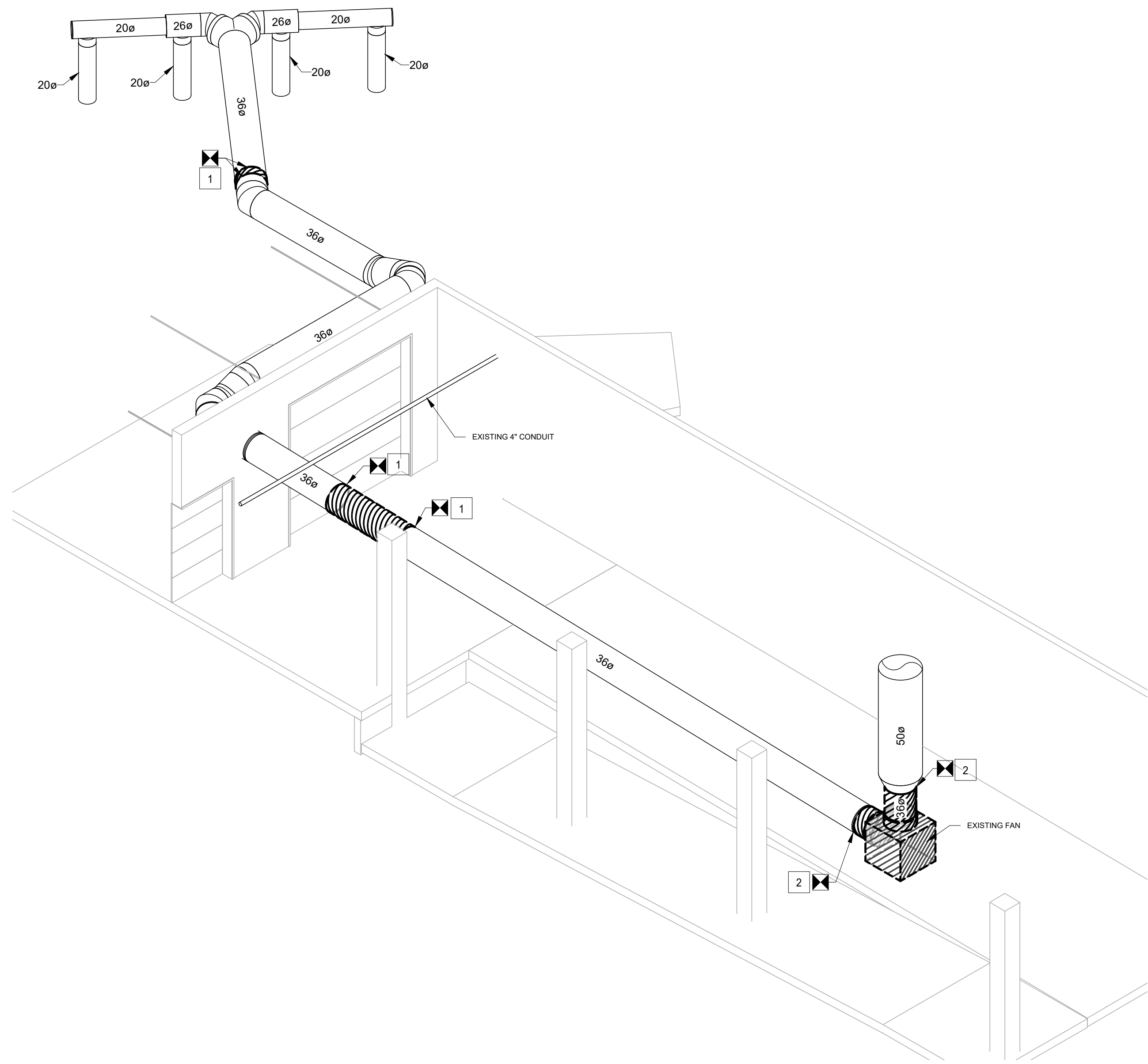
EQUIPMENT TAGS	
DESIGNATION	DESCRIPTION
ACCU	AIR COOLED CONDENSING UNIT
B	BOILER
CC	CHILLED WATER COOLING COIL
CD	CEILING DIFFUSER
CED	CRITICAL ENVIRONMENT DIFFUSER
CH	CHILLER
CT	COOLING TOWER
CUH	CABINET UNIT HEATER
CV	CONTROL VALVE
EF	EXHAUST FAN
EG	EXHAUST GRILLE
EV	EXHAUST AIR VALVE
FCU	FAN COIL UNIT
FIL	FILTER
FPV	FAN POWERED VARIABLE AIR VOLUME TERMINAL
HC	HEATING COIL
HUM	HUMIDIFIER
P	PUMP
RG	RETURN GRILLE
RF	RETURN FAN
RV	RETURN AIR VALVE
SF	SUPPLY FAN
SV	SUPPLY AIR VALVE
T	TANK
VAV	VARIABLE AIR VOLUME TERMINAL

DUCTWORK SYMBOLS	
DESIGNATION	DESCRIPTION
	ACCESS DOOR OR PANEL, VERTICAL OR HORIZONTAL
	DUCT OFFSET (DOWN) IN DIRECTION OF FLOW
	DUCT OFFSET (UP) IN DIRECTION OF FLOW
	RECTANGULAR SUPPLY DUCT ELBOW TURNED DOWN
	RECTANGULAR SUPPLY DUCT ELBOW TURNED UP
	RECTANGULAR EXHAUST/RETURN DUCT ELBOW TURNED DOWN
	RECTANGULAR EXHAUST/RETURN DUCT ELBOW TURNED UP
	ROUND SUPPLY DUCT ELBOW TURNED DOWN
	ROUND SUPPLY DUCT ELBOW TURNED UP
	ROUND EXHAUST/RETURN DUCT ELBOW TURNED DOWN
	ROUND EXHAUST/RETURN DUCT ELBOW TURNED UP
	DIRECTION OF FLOW
	DUCT AIR PATH SIZE, FIRST FIGURE IS SIDE SHOWN
	FLEXIBLE CONNECTION
	FLEXIBLE DUCT
	DUCT SECTION, POSITIVE PRESSURE, FIRST FIGURE IS TOP
	DUCT SECTION, NEGATIVE PRESSURE, FIRST FIGURE IS TOP
	TRANSITION WITH DUCT SIZE
	RECTANGULAR ELBOWS WITH TURNING VANES
	RECTANGULAR ELBOWS WITHOUT TURNING VANES
	DUCT PENETRATION THROUGH BEAM
	CAPPED DUCT - RECTANGULAR OR ROUND
	CEILING-MOUNTED SUPPLY AIR TERMINAL DEVICE
	CEILING-MOUNTED EXHAUST/RETURN AIR TERMINAL DEVICE
	WALL OR DUCT MOUNTED EXHAUST/RETURN AIR TERMINAL DEVICE
	GRILLE, REGISTER, DIFFUSER TAG
	UNDER DOOR TRANSFER AIRFLOW TAG
	LINEAR SUPPLY AIR DIFFUSER
	VOLUME DAMPER
	FIRE DAMPER
	MOTOR OPERATED DAMPER
	TEMPERATURE SENSOR
	THERMOSTAT

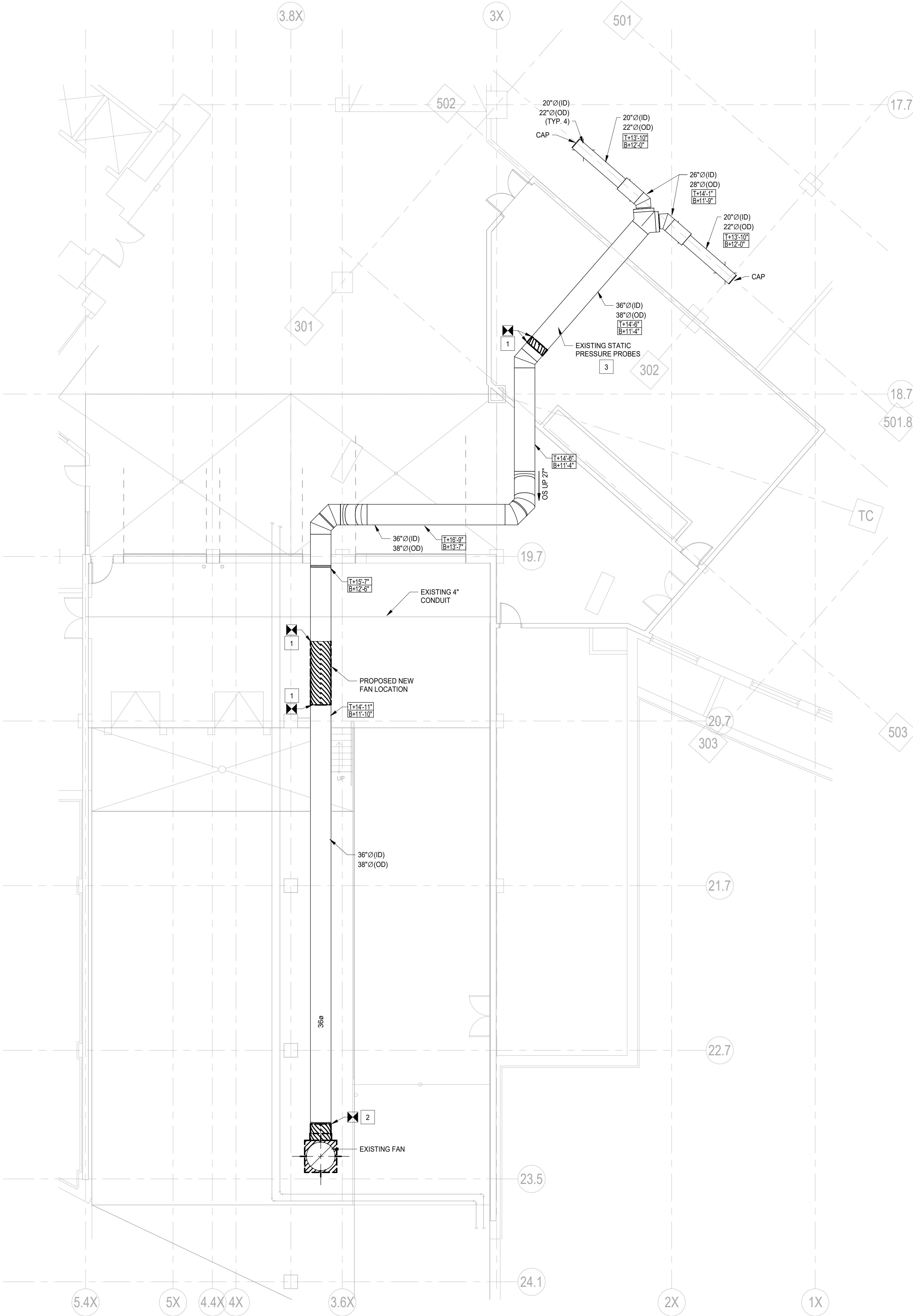
PIPEWORK SYMBOLS	
DESIGNATION	DESCRIPTION
	PUMP
	GATE VALVE
	GLOBE VALVE
	BALL VALVE
	BUTTERFLY VALVE
	THREE WAY VALVE
	ANGLE GATE VALVE
	ANGLE GLOBE VALVE
	PLUG VALVE (GAS SERVICE)
	PRECALIBRATED MANUAL BALANCING VALVE W/PRESSURE SENSING PORTS
	AUTOMATIC FLOW CONTROL VALVE
	2-WAY CONTROL VALVE (PNEUMATIC ACTUATION)
	3-WAY CONTROL VALVE (PNEUMATIC ACTUATION)
	SOLENOID VALVE (PNEUMATIC ACTUATION)
	2-WAY CONTROL VALVE (ELECTRIC OR ELECTRONIC ACTUATION)
	3-WAY CONTROL VALVE (ELECTRIC OR ELECTRONIC ACTUATION)
	PRESSURE REDUCING VALVE
	PRESSURE RELIEF OR SAFETY VALVE
	SWING GATE CHECK VALVE
	SPRING CHECK VALVE
	STEAM TRAP (SEE SPECIFICATIONS FOR TYPE)
	HOSE END DRAIN VALVE
	Y-TYPE STRAINER (W/BLOWOFF VALVE)
	ELECTRIC HEAT TRACE
	FLEXIBLE CONNECTOR
	AIR VENT (AUTOMATIC)
	AIR VENT (MANUAL)
	FLOW METER, ORIFICE
	FLOW METER, VENTURI
	THERMOMETER
	HYDRONIC PRESSURE GAUGE & NEEDLE VALVE
	STEAM PRESSURE GAUGE & NEEDLE VALVE
	UNIVERSAL PORT FOR PRESSURE GAUGE OR THERMOMETER WELL



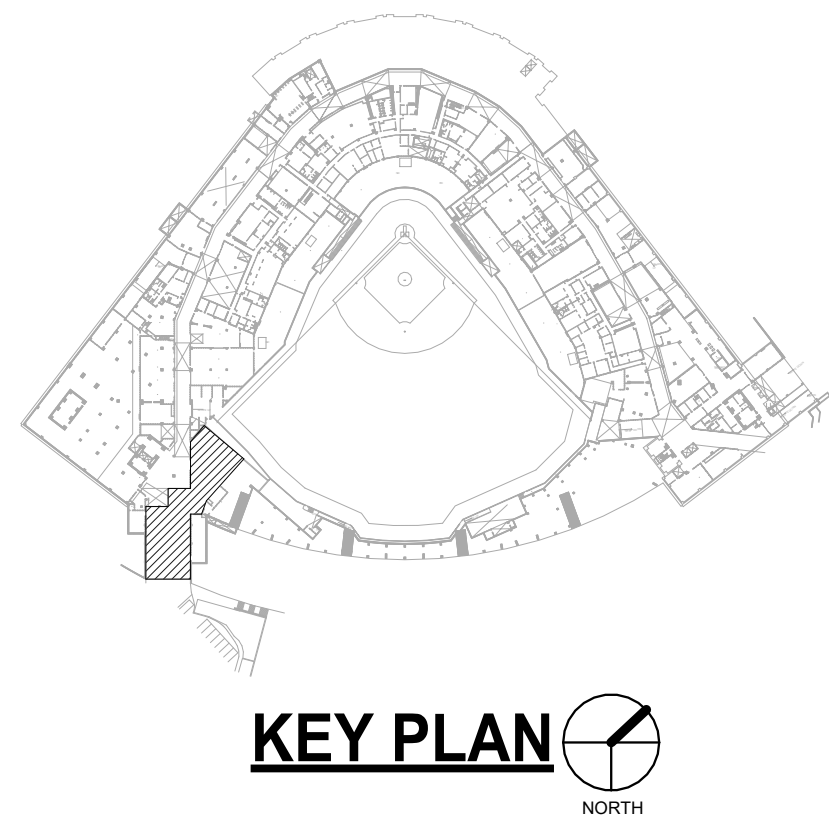
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2 DEMOLITION BOILER EXHAUST ISOMETRIC
SCALE: NO SCALE



1 SERVICE LEVEL PARTIAL PLAN - DEMOLITION BOILER EXHAUST
SCALE: 1/8" = 1'-0"



KEY PLAN
NORTH

GENERAL NOTES

- COORDINATE ALL EQUIPMENT AND POWER OUTAGES WITH OWNER.
- WORK SHALL BE COMPLETED DURING FIRST SHIFT WORKING HOURS.

KEYED NOTES - DEMOLITION

- DEMOLISH EXHAUST DUCT BETWEEN POINTS INDICATED.
- DEMOLISH FAN AND RISER BETWEEN POINTS INDICATED.
- REMOVE EXISTING STATIC PRESSURE PROBES AND COPPER TUBING BACK TO EXISTING CONTROLLER.

DATE	04/29/25
SCALE	As Indicated
DRAWN	NED
CHECKED	RLB
APPROVED	RLB
JOB NO.	P25-0064

DUCTWORK SERVICE LEVEL - DEMOLITION
AMERICAN FAMILY FIELD
WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT
ONE BREWERS WAY, MILWAUKEE, WI 53214



ISSUES & REVISIONS

NO	ISSUED FOR BIDS	DATE	REVISION
1		04/29/2025	

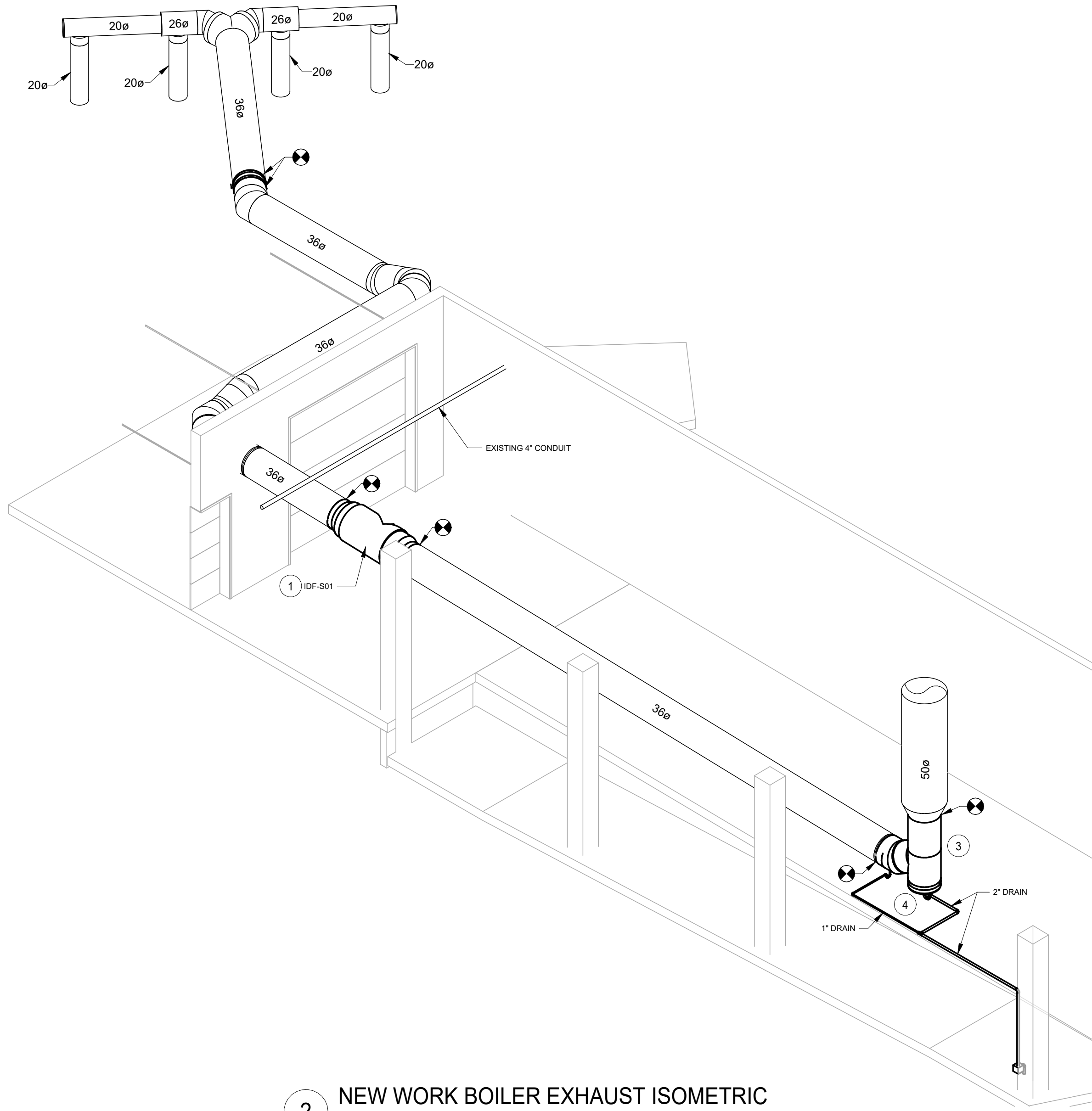
GRUMMANBUTKUS ASSOCIATES
ENERGY EFFICIENCY CONSULTANTS AND SUSTAINABLE DESIGN ENGINEERS

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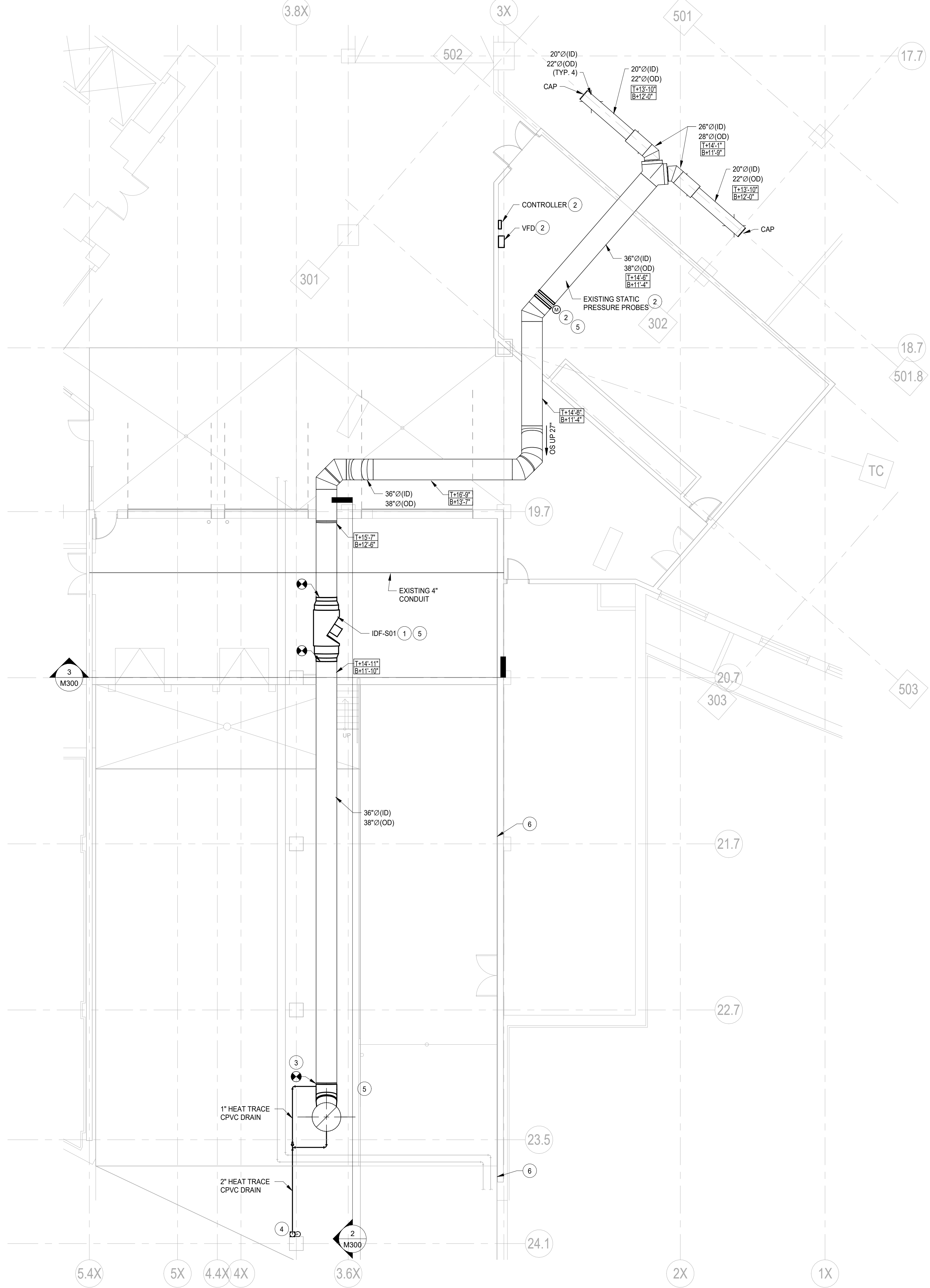
M011



2 NEW WORK BOILER EXHAUST ISOMETRIC
SCALE: NO SCALE

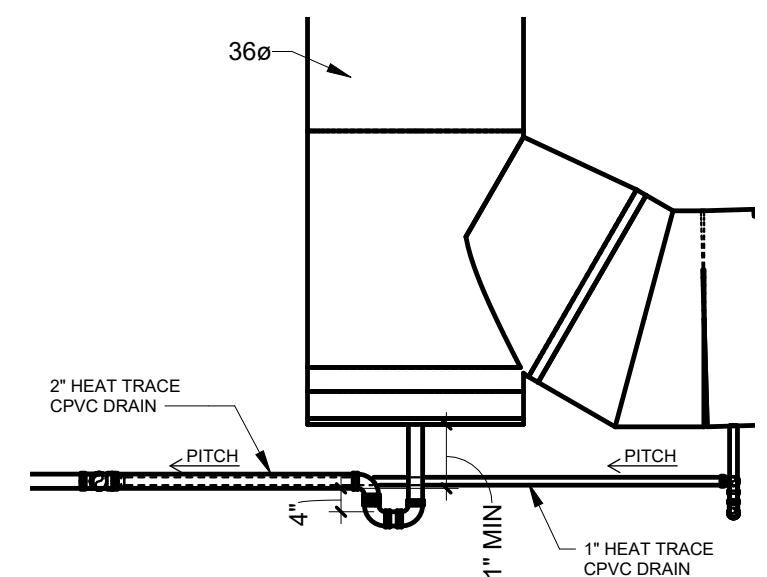
- 1.0 SCOPE: THE WORK SPECIFIED IN THESE NOTES INCLUDES, BUT SHALL NOT BE LIMITED TO, PROVIDING LABOR, MATERIAL, EQUIPMENT, AND SERVICES NECESSARY FOR WORK AS SHOWN ON THE DRAWINGS AND AS HEREIN SPECIFIED.
- 1.1 REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION AND COORDINATION.
- 1.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHOP DRAWING SUBMITTALS WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO A MINIMUM OF FIVE (5) COPIES OF: PRODUCT DATA AND EQUIPMENT SPECIFICATIONS SHEETS, SCHEMATIC DIAGRAMS, WIRING DIAGRAMS, SIZES, MOUNTING DETAILS (WITH REQUIRED ELEVATIONS), TECHNICAL DESCRIPTIONS OF COMPONENTS, TEST REPORTS, CERTIFICATES, OPERATING AND MAINTENANCE MANUALS, AND PROPER CALCULATIONS TO ENSURE SPECIFIED PERFORMANCE OF THE SYSTEMS. ALL SUBMITTALS SHALL BE SENT IN DIGITAL (PDF) FORMAT. NO EQUIPMENT SHALL BE ORDERED, PURCHASED, OR INSTALLED WITHOUT PRIOR APPROVAL BY THE ENGINEER OF THE SUBMITTALS AND SHOP DRAWINGS.
- 1.3 ALL WORK SHALL COMPLY WITH THE MECHANICAL CODE APPROVED BY THE LOCAL AUTHORITY, AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES. WHERE THE CONSTRUCTION DOCUMENTS INDICATE MORE RESTRICTIVE REQUIREMENTS, THE CONSTRUCTION DOCUMENTS SHALL GOVERN BUT THE CONSTRUCTION DOCUMENTS SHALL NOT BE INTERPRETED AS AUTHORITY TO VIOLATE ANY CODE OR REGULATION.
- 1.4 NOT ALL EXISTING DUCTWORK, PIPING, ACCESSORIES AND MECHANICAL EQUIPMENT ARE SHOWN ON THE PLANS. A SURVEY OF THE JOB SITE MUST BE MADE TO DETERMINE THE EXTENT OF EXISTING MECHANICAL SYSTEMS.
- 1.5 IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN ITEMS INDICATED ON THE PLANS AND/OR SPECIFICATION NOTES OR WITH CODE REQUIREMENTS, THE NOTE, SPECIFICATION OR CODE WHICH PRESCRIBES AND ESTABLISHES THE MORE COMPLETE JOB OR THE HIGHER STANDARD SHALL PREVAIL.
- 1.6 OMISSIONS FROM THE DRAWINGS, SPECIFICATION NOTES, OR THE OF DETAILS OF WORK WHICH ARE NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH ARE CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED DETAILS OF THE WORK BUT THEY SHALL BE PERFORMED AS IF FULLY AND CORRECTLY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.
- 1.7 THE CONTRACTOR SHALL CHECK ALL DRAWINGS FURNISHED IMMEDIATELY UPON RECEIPT AND SHALL PROMPTLY NOTIFY THE OWNER OF ANY DISCREPANCIES. FIGURES MARKED ON DRAWINGS SHALL IN GENERAL BE FOLLOWED IN PREFERENCE TO SCALE MEASUREMENTS. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY.
- 1.8 THE CONTRACTOR SHALL FURNISH ALL PERMITS AND PAY ALL FEES.
- 1.9 CONTRACTOR AND EQUIPMENT MANUFACTURER'S REPRESENTATIVE SHALL PERFORM SYSTEM START-UP AND PARTICIPATE IN COMMISSIONING OF THE BOILER EXHAUST SYSTEM. ASSUME 8 HOURS OF COMMISSIONING EFFORT FOR BOTH CONTRACTOR AND MANUFACTURER'S REPRESENTATIVE.

EXHAUST FAN SCHEDULE																	
TAG	LOCATION	SERVICE	TYPE/ DRIVE	AIRFLOW (CFM)	EXP (IN WC)	FAN RPM	MOTOR			BASE TYPE	DAMPER TYPE	MAX SONES (WATTS)	OPERATING WEIGHT (LB)	VIBRATION ISOLATORS	MANUFACTURER	MODEL NUMBER	NOTES
							PHASE/VOLTAGE	HP	RPM								
IDF-S01	LOADING DOCK	BOILER EXHAUST	CENTRIFUGAL	13,840	1.72	1740	3/480	30	1750	INLINE	MDF	-	702.9	-	ENERVEX	TDF 665	1
NOTES: 1. PROVIDE FAN WITH VFD, EBC 31 MODULATING PRESSURE CONTROLLER, AND MDF DAMPER, ALL BY ENERVEX																	

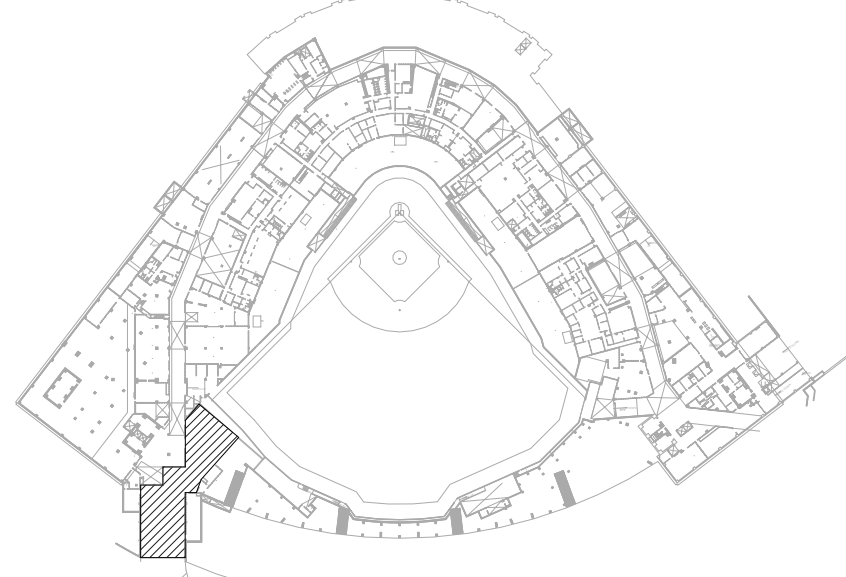


1 SERVICE LEVEL PARTIAL PLAN - NEW WORK BOILER EXHAUST
SCALE: 1/8" = 1'-0"


- GENERAL NOTES**
- COORDINATE ALL EQUIPMENT AND POWER OUTAGES WITH OWNER.
 - WORK SHALL BE COMPLETED DURING FIRST SHIFT WORK HOURS.
 - ALL NEW BOILER EXHAUST DUCTWORK SHALL BE AMPCO TO MATCH EXISTING.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD BEFORE ORDERING MATERIALS.
- KEYED NOTES - NEW WORK**
- INSTALL FAN WITH MOTOR AT 90 DEGREE ANGLE. PROVIDE INLET AND OUTLET FITTINGS AS INDICATED. NEW DUCTWORK TO MATCH EXISTING AMPCO DUCTWORK.
 - INSTALL NEW ENERVEX MODEL LDF 36" DIA. CONTROL DAMPER IN ELECTRICAL ROOM. MECHANICAL CONTRACTOR TO PROVIDE 24V WIRING TO ACTUATOR FROM CONTROLLER. ELECTRICAL CONTRACTOR TO INSTALL VFD AND EBC31 CONTROLLER. MECHANICAL CONTRACTOR TO INSTALL STATIC PRESSURE TAPS IN DUCT AT SAME LOCATION AS EXISTING. VERIFY IN FIELD.
 - PROVIDE NEW ELBOW AND RISER WITH A BOOT TEE WITH CONDENSATE FITTING.
 - PROVIDE CPVC CONDENSATE DRAIN WITH HEAT TRACE BY ELECTRICAL CONTRACTOR. RUN CONDENSATE DICHARGE TO LOCATION SHOWN. PROVIDE NEUTRALIZATION KIT AND DRAIN TO GRADE. HEAT TRACE NEUTRALIZATION KIT AND DRAIN. PROVIDE CLOSED CELL INSULATION OVER HEAT TRACE.
 - PROVIDE NEW SUPPORTS TO MATCH EXISTING THREADED ROD AND UNISTRUT CHANNEL.
 - ROUTE ATMOSPHERIC PRESSURE TUBING FROM EBC31 CONTROLLER ALONG WALL AND UP TO PLAZA LEVEL. MOUNT SENSOR AT PLAZA LEVEL ON L-BRACKET. VERIFY EXTRA LENGTH OF TUBING REQUIRED BEFORE ORDERING.



3 DUCT TRAP DETAIL
SCALE: 3/8" = 1'-0"



KEY PLAN
NORTH



GRUMMANBUTKUS ASSOCIATES
ENERGY EFFICIENCY CONSULTANTS AND SUSTAINABLE DESIGN ENGINEERS

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Wauwatosa, Wisconsin 53226-3431
414.476.8980 www.grummanbutkus.com

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ISSUES & REVISIONS		DATE
NO	DESCRIPTION	
1	ISSUED FOR BIDS	04/20/2025

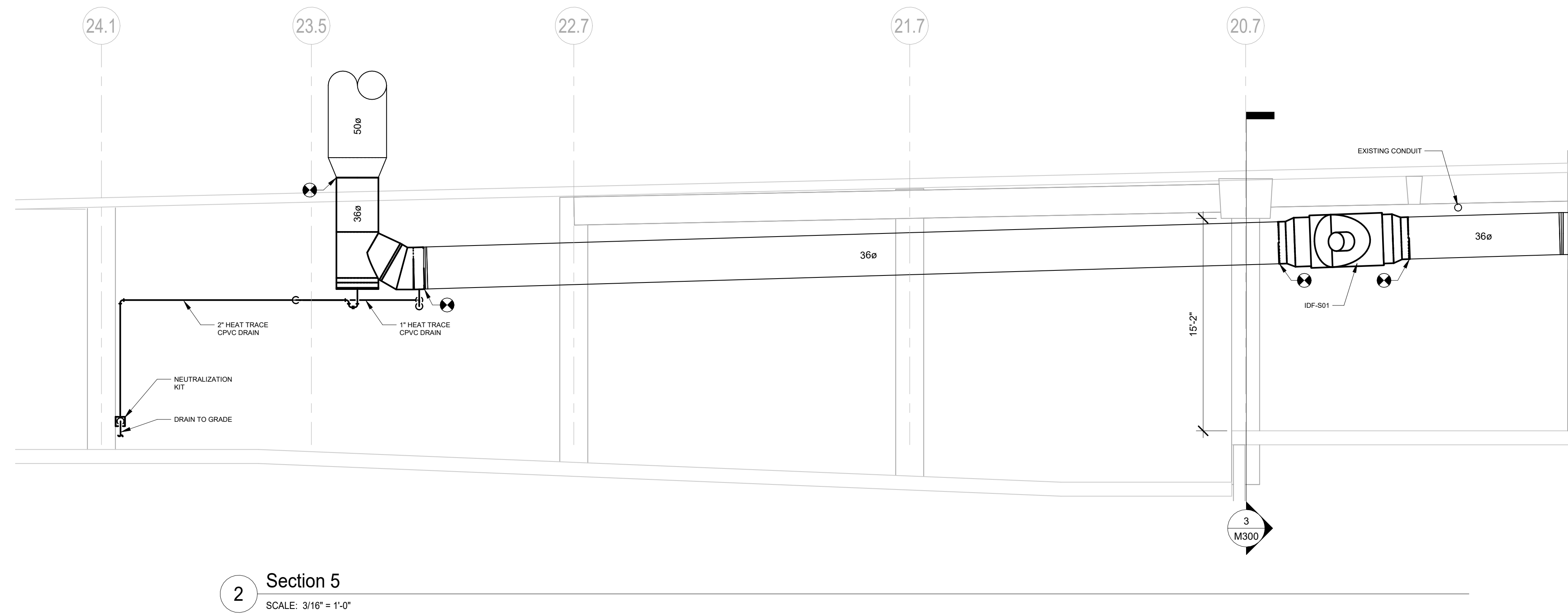
DUCTWORK SERVICE LEVEL - NEW WORK

AMERICAN FAMILY FIELD
WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT

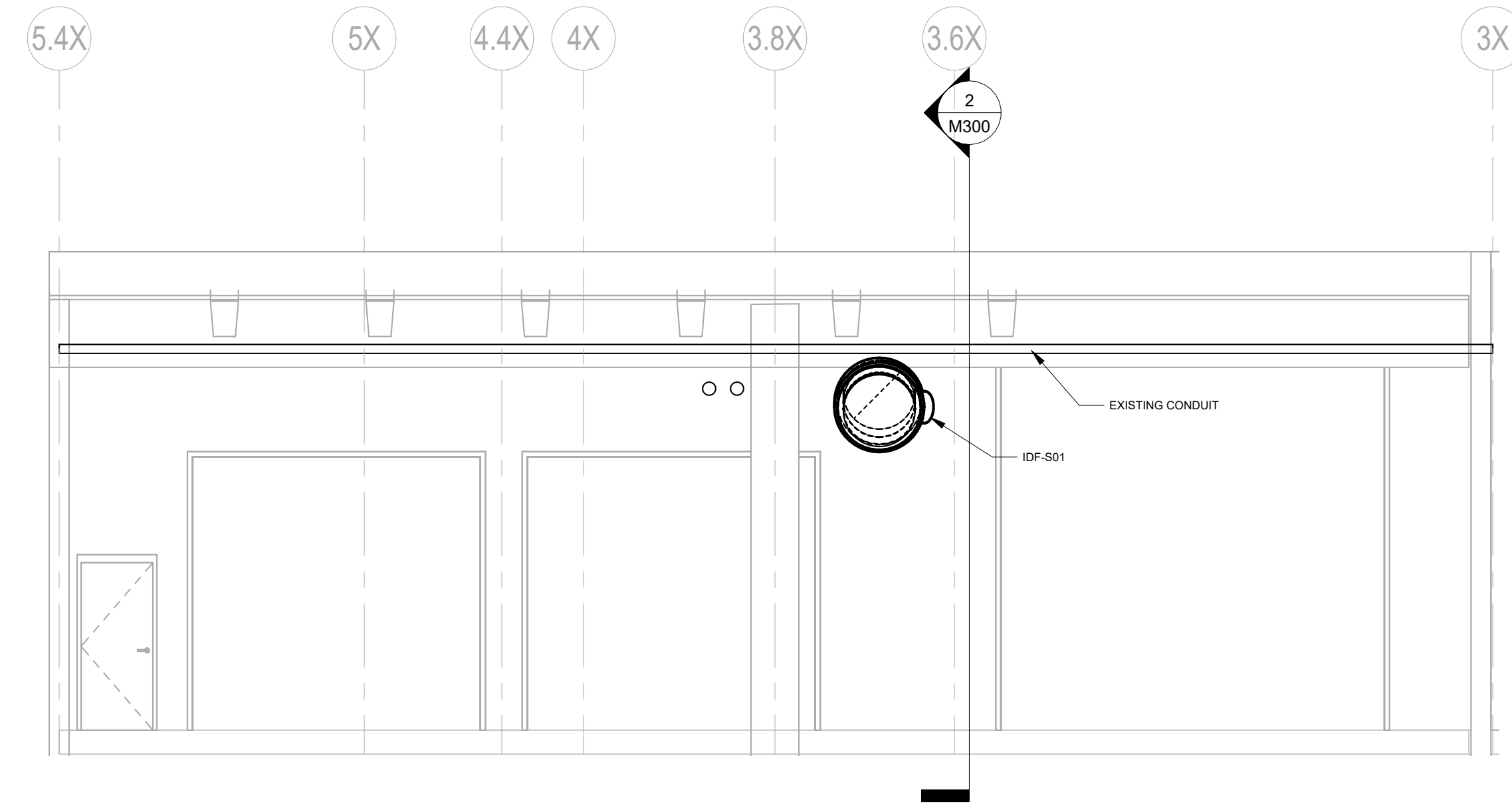
ONE BREWERS WAY, MILWAUKEE, WI 53214

04/20/25
SCALE: As indicated
DRAWN: NED
CHECKED: RLB
APPROVED: RLB
JOB NO: P25-0064

M111



2 Section 5
SCALE: 3/16" = 1'-0"



3 Section 4
SCALE: 3/16" = 1'-0"

DATE	04/29/25
SCALE	3/16" = 1'-0"
DRAWN	NED
CHECKED	RLB
APPROVED	RLB
JOB NO.	P25-0064

M300

DUCTWORK SECTIONS
AMERICAN FAMILY FIELD
WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT
ONE BREWERS WAY, MILWAUKEE

ONE BREWERS WAY, MILWAUKEE, WI 53214

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ENERGY EFFICIENCY CONSULTANTS AND SUSTAINABLE DESIGN ENGINEERS

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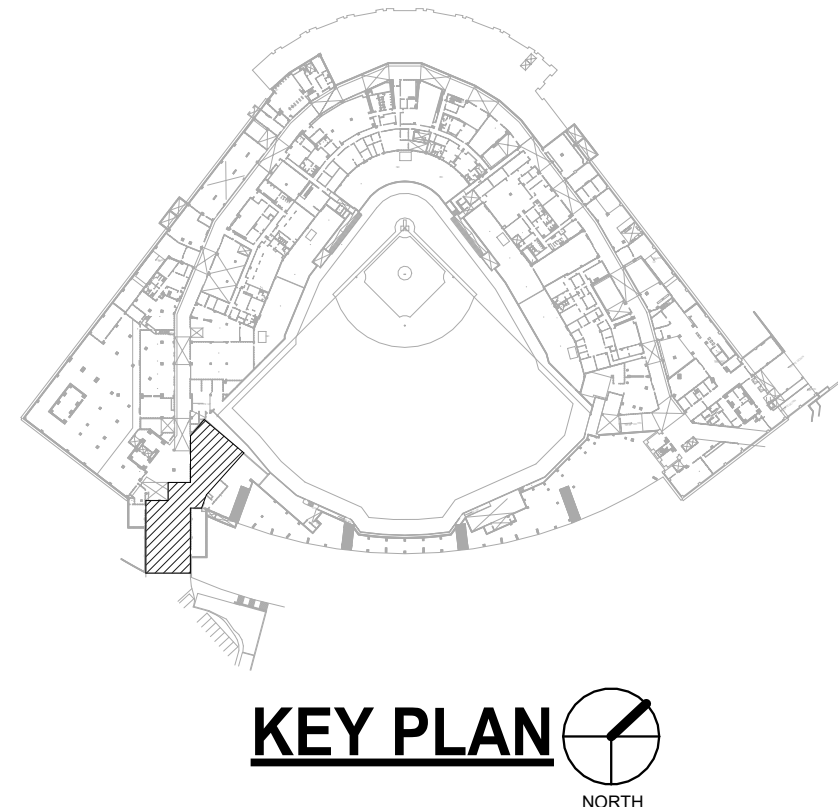
Wauwatosa, Wisconsin 53226-3431

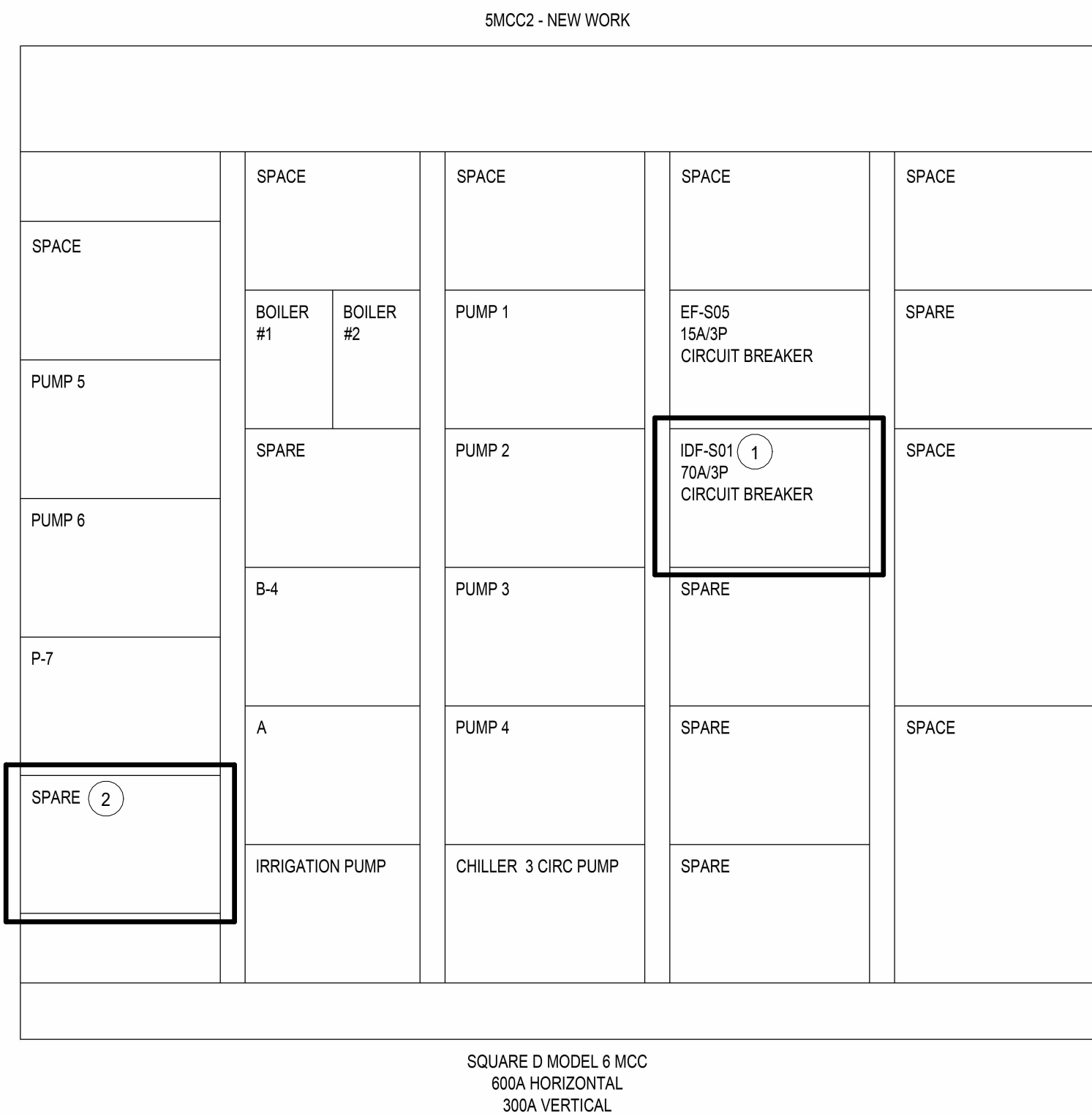
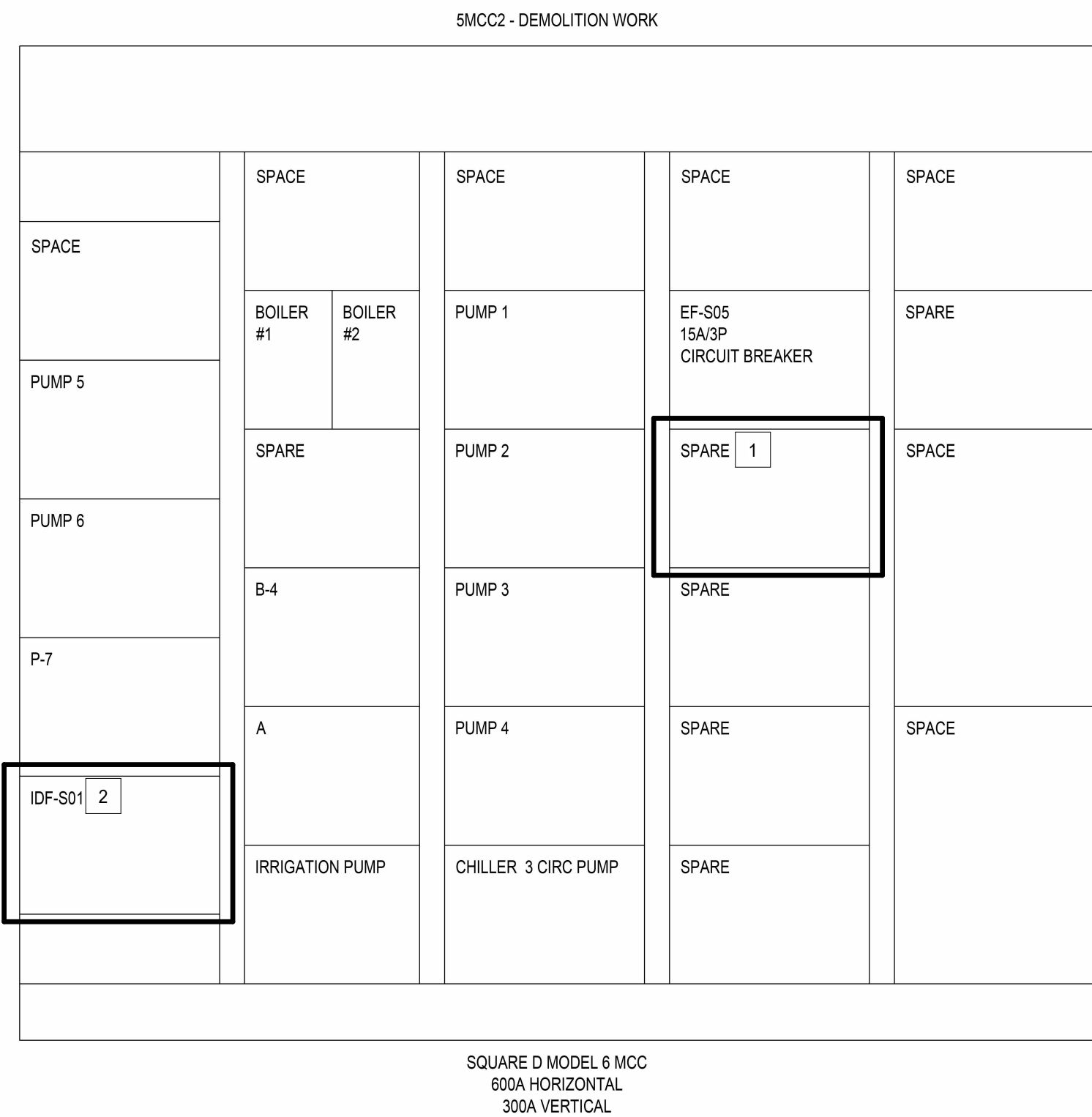
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GENERAL NOTES

1.

COORDINATE SHUTDOWN OF SMCC2 WITH OWNER 1 MONTH PRIOR TO OUTAGE NECESSARY FOR MOTOR CONTROL CENTER WORK.

2.

REFER TO SHEET E011 FOR LOCATION OF MOTOR CONTROL CENTER.

KEYED NOTES - DEMOLITION

1

DEMOLISH ENTIRE SPARE FEEDER BUCKET INCLUDING THE STARTER AND PREPARE SPACE FOR NEW CIRCUIT BREAKER FEEDER BUCKET.

2

MAINTAIN EXISTING EXHAUST FAN CIRCUIT AND STARTER UNTIL NEW EXHAUST FAN INFRASTRUCTURE IS INSTALLED TO REDUCE DURATION OF SHUTDOWN.

KEYED NOTES - NEW WORK

1

PROVIDE NEW FEEDER BUCKET WITH NEW CIRCUIT BREAKER IN SMCC2 FOR NEW EXHAUST FAN. CIRCUIT BREAKER SHALL BE SIZED AS SHOWN AND MATCH THE MANUFACTURER, TYPE, AND INTERRUPT RATING OF SMCC2.

2

DEMOLISH EXISTING EXHAUST FAN CIRCUIT ONCE NEW EXHAUST FAN INFRASTRUCTURE IS INSTALLED AND OPERATIONAL.

AMERICAN FAMILY FIELD

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ONE BREWERS WAY, MILWAUKEE, WI 53214

DATE

04/29/25

SCALE

NTS

DRAWN

BDM

CHECKED

WFP

APPROVED

WFP

JTB/EO

P25-0064

MOTOR CONTROL CENTER ELEVATIONS

AMERICAN FAMILY FIELD

ISSUES & REVISIONS

NO	ISSUED FOR BIDS	DESCRIPTION	DATE
1			04/29/2025

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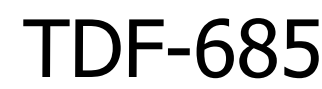
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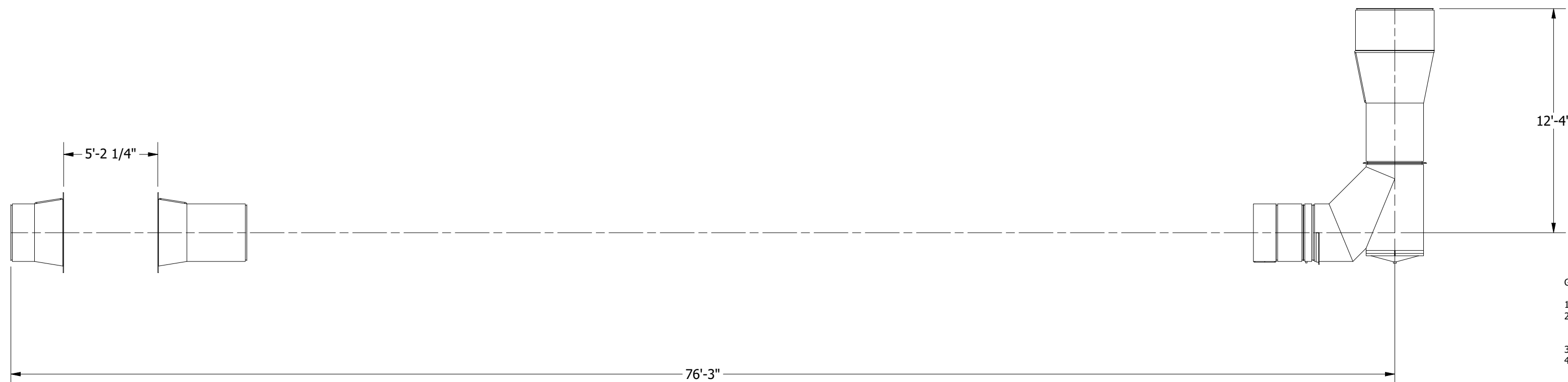
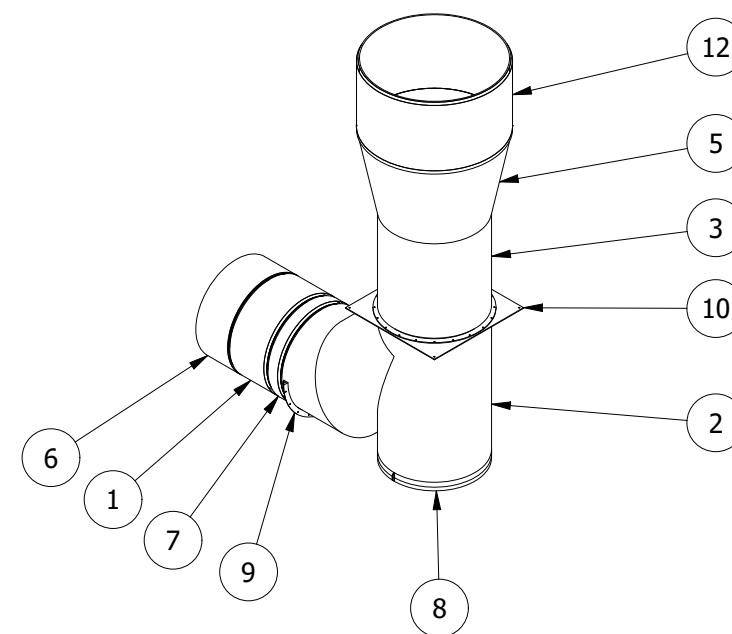
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PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	2	36VSI304-18	18" Length
2	1	36VSI304-36:CL	36x36 Combination Lateral Tee (45 degree)
3	2	36VSI304-42	42" Length
4	2	36VSI304-42:OT	36x42 Tapered Increaser
5	1	36VSI304-50:OT	36x50 Tapered Increaser
6	1	36VSI304-AG30	30" Adjustable Length
7	1	36VSI304-DS	In-Line Drain Section
8	1	36VSI304-TC	Tee Cap - Drain
9	1	36VSI-HR	Painted Steel Half-Angle Ring Support
10	1	36VSI-PAINTSTEEL/ALZ-PA	Painted Steel Plate Support Assembly
11	2	42VSI316/ALZ-FD	Flange Adapter (Painted Carbon Steel Flange)
12	1	50VSI304-30	30" Length
13	11	P-600	Low Temperature Sealant (600F) & Weatherizing



GENERAL NOTES

1. VERIFY ALL DIMENSIONS & PARTS PRIOR TO RELEASING FOR FABRICATION.
2. ALL SUPPORTS & GUIDES SHALL BE ANCHORED BACK TO THE BUILDING STRUCTURE BY THE INSTALLER. ADDITIONAL FIELD FRAMING IS REQUIRED PER THE IOM (INSTALLATION INSTRUCTIONS) FOR PART CODES: PA, FR, HR, SS.
3. ALL DRAIN LINES ARE SUPPLIED BY THE INSTALLER.
4. INNER WALL V-BAND CONNECTIONS TO RECEIVE SEALANT P-600 (CONTINUOUS FLUE TEMP ≤ 600°F) OR P-2000 (CONTINUOUS FLUE TEMP > 600°F). OUTER WALL JOINT BANDS AND COVERS EXPOSED TO WEATHER ARE TO BE FULLY SEALED WITH P-600.
5. IF APPLICABLE, VARIABLE LENGTHS/ADJUSTABLE LENGTHS (V/L/AG) CAN BE FIELD TRIMMED AS NECESSARY PER THE IOM. ENSURE THE CORRECT DIRECTION OF THE V/L/AG PER APPLICATION APPLICATION AS STATED IN THE IOM.
6. REFERENCE THE IOM FOR SPECIFIC APPLICATION DETAILS SUCH AS CLEARANCES TO COMBUSTIBLES, PROPER SEALANT USE, WEIGHT LOADS, GUIDE/SUPPORT DISTANCES AND OTHER CRITICAL INSTALLATION REQUIREMENTS.

TOLERANCE UNLESS SPECIFIED			Grand Rapids, Michigan
	Commercial/Industrial Air Distribution Systems		
ANGULAR ±2~ FRACTION ±1/16	MATERIAL TYPE: MODEL: VSI INSULATION: 1" Air		INNER: 304 OUTER: ALZ
	REPRESENTATIVE: McCotter Energy		
TITLE: AFF Boiler Exhaust			
X.X ±0.050 X.XX ±0.020 X.XXX ±0.010	DWN. BY: KKirby DATE: 5/5/2025		APPR: DATE:
	SCALE: 3/16" = 1'-0"	DWG. NO.: DVG25-1271-2	
			SHEET NO.: 1/1 SHEET SIZE: 17 X 22 (Inches)

ENERVEX® EBC 31 MODULATING PRESSURE CONTROLLER

020.3060.0521 05.21

Product Information

Use

The EBC 31 is a multi-use, bi-directional draft or pressure controller with integrated webserver and remote access used with fans and dampers to monitor and maintain a constant draft or pressure by varying the speed of a fan(s) or the position of an actuator. It can be used with models RSV, IPVB, TDF, BEF and MDF.

Typical applications are:

- Maintain a constant draft by modulating a power venter in a mechanical draft system serving boilers and water heaters
- Maintain a constant draft by modulating position of an over-draft damper serving boilers and water heaters
- Maintain a constant duct pressure in a dryer venting system or a ventilation system
- Control the supply of combustion air to a mechanical room or directly to a boiler(s)
- Control and maintain room pressure

Description

The EBC 31 features "Plug-n-Play" to automatically monitor all terminals and register components attached to the control during initial start-up. The control can provide a 0-10V signal to a Variable Frequency Drive (VFD) or actuator. An optional triac board can supply 0-120VAC power directly to the mechanical draft fan or air supply ventilator. An optional damper PCB can provide the ability to control an exhaust fan, an intake fan and a draft damper simultaneously. It can interlock with up to 6 heating appliances, and an unlimited number of additional heating appliances can be handled by using one or more ES12, Relay Box.

The control has an integrated safety system to assure the heating appliance will shut down in case of fan failure or control failure. A unique priority operation function will probe the operating conditions and allow as many appliances as possible to operate without fan assistance, provided the operation is considered safe by the integrated safety system.

The EBC 31 can be set up for intermittent operation so it pre-purges the stack prior to the boiler(s) start and post-purges up to 30 minutes after boiler stop. Alternatively, it can be set up for continuous operation where the fan runs continuously but modulates and runs at idle speed, if no appliances are operating.



Intertek

ETL File 101223937ATL

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Alpharetta, GA 30004
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The EBC31 can be configured either by using the LCD dot display and buttons, or by using the integrated webserver, which also allows remote monitoring and firmware upgrades. Two RS485 ports can be used for and BACnet communication, and one expansion board can be used for future hardware upgrades.

A bearing cycle activation rotates the fan motor(s) once every 24 hours if the fan(s) has not operated within the last 24 hours.

Material

The enclosure is made in steel and is NEMA 1 rated.

Standard Equipment

- Control box
- XTP Sensor
- 6' Silicone tubing
- Stack probe

Listings

The EBC 31 is ETL Listed in the U.S. and Canada under file no. 101223937ATL:

- UL 60947 Standard for Industrial Control Equipment
- UL 378 Standard for Draft Equipment
- CSA C22.2 No. 14-95 Standard for Industrial Control Equipment

Warranty

2-Year Factory Warranty. Complete warranty conditions are available from ENERVEX Inc.

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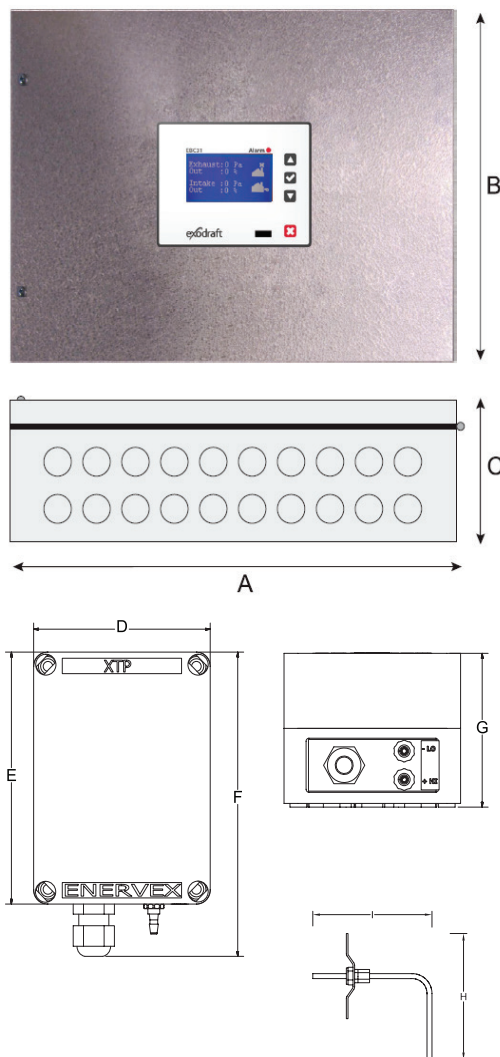
EBC 31 MODULATING PRESSURE CONTROLLER

020.3060.0521 05.21

Product Information

Specifications

Model		EBC31 Control
Power Supply	VAC	1x120
Max. Amperage with/without Triac Board	A	1.6 / 7.9
Operating Temperature	°C / °F	-20 to 50 / -4 to 122
Range of Operation	inWC/Pa	-4.0 to +4.0 / -996 to +996
Tolerance	inWC/Pa	0.01 / 3 +/-10%
Control Signal	mA	max. 10
Control Relay		Max. 250 VAC / 8A
Output with Triac Board	VAC	10-120
Output to VFD	VDC	0-10
EMC Standard	Emission	EN 50 081-1
	Immunity	EN 50 082-2
Dimensions	A in / mm	14.7 / 372
	B in / mm	11.0 / 280
	C in / mm	4.2 / 107
Weight	lbs/Kg	8.9 / 4.0
XTP Sensor		
Power Supply	VDC	12-36
Amperage	mA	6
Operating Temperature	°C / °F	-17 to 70 / -0 to 160
Range of Operation	inWC/Pa	-1.0 to +1.0 / -250 to +250
Accuracy	inWC/Pa	+/-0.08%
Dimensions	D in / mm	3.7 / 94
	E in / mm	5.1 / 130
	F in / mm	6.2 / 157
Weight	lbs/Kg	.6 / .3
Stack Probe		
Dimensions	H in / mm	4.3 / 108
	I in / mm	3.5 / 89



Specifications are subject to change without notice.

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TDF 685 POWER VENTER

020.1098.0621 07.23

Product Information

Use

The TDF Power Venter is a true in-line power venter. It is specifically designed for applications where reliable and efficient operation, low noise level, low energy consumption, variable speed and compact design are of utmost importance.

Typical applications are: mechanical venting of gas-fired or oil-fired boilers and water heaters. For indoor or outdoor installation.

Description

The TDF Power Venter is an efficient, high-temperature ventilator with backward-inclined impeller. It can be installed horizontally or vertically in a chimney system.

The fan housing is made of stainless steel and equipped with an energy-efficient, totally enclosed, variable speed motor, which is mounted outside the air stream.

The complete drive unit (motor, impeller and mounting plates) can be removed from the fan without the need for removing the housing from the stack system.

The TDF is for use with condensing and non-condensing appliances operating where flue gas temperatures do not exceed 1400°F (760°C).

The TDF model is a component in the CASI, Chimney Automation System.

Material

The housing is made of 316L stainless steel and has flanged connection. The impeller is of the backward inclined type made of 316L stainless steel.

Motor

The motor is a TEFC air cooled, maintenance-free variable speed permanent magnet motor with pre-lubricated and sealed ball bearings and a Class H temperature rating. The motor with controller is rated at 92% efficiency and able to operate as low as 50 RPM. It has integrated protection against overloading, blocking over and under voltage and over-heating. The motor shaft is internally isolated to eliminate the need for external shaft grounding. It is rated for outdoor installation.

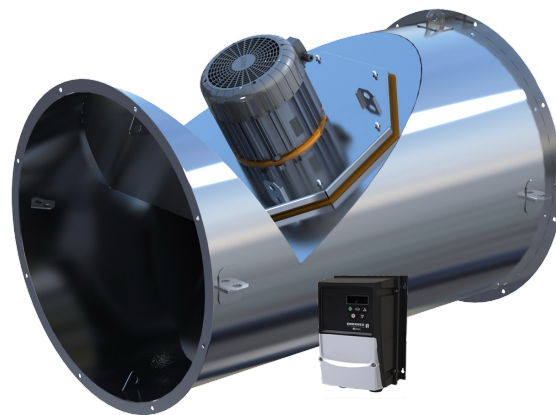
The included EDrive motor control (NEMA4X) is factory programmed by ENERVEX for optimal operation of the ventilator.

Standard Equipment

- EDrive Motor Control
- V-Bands (where used)



Specifications are subject to change without notice.



Optional Accessories

- EBC 30/31 Modulating Pressure Controller
- EBC 35 Modulating Pressure Controller
- EBC 24 Modulating Pressure Controller
- BDC 8 Modulating Pressure Controller
- Adapter Transitions

Listings

UL Listing under Category MCQX and ZACT under File No. E467733 and reference to the following standards:

- UL 378 Standard for Draft Equipment Edition 4
- UL 705 Standard for Power Ventilators Edition 6
- CSA C22.2 No. 113-12 Fans and Ventilators Edition 9
- ULC/ORD-C378-75 Guide for the Investigation of Draft Equipment Edition 1

Warranty

- 2-Year Factory Warranty
- 10-Year Warranty Against Corrosion Perforation

Complete warranty conditions are available from ENERVEX Inc.

ENERVEX®

TDF 685 POWER VENTER

020.1098.0621 07.23

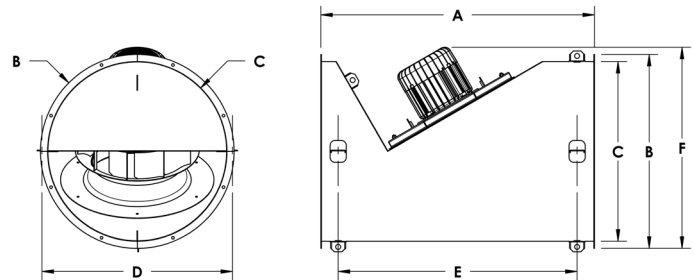
Product Information

Specifications

Model	TDF 685
Fan Type	Centrifugal Impeller (B-Wheel)
Motor Type	ECM, Permanent Magnet
Voltage Configuration	3 x 380-480 VAC
EDrive Model	321.0921.4200
EDrive Ratings:	
NEMA / IP Rating	4X / IP66
Supply Voltage - VAC	3 x 380-480
Power - kW	22.0
Max Input Current - Amp	51.9
Max Output Current - Amp	46.0
Max Over-Current - %	175
Min Operating Temp. - °F / °C	-4 / -20
Max Operating Temp. - °F / °C	104 / 40
Motor Ratings:	
Motor Efficiency Class	IE5
Temperature Class	H
NEMA / IP Rating	3S / IP55
Max Current - Amp	38
Max Speed - RPM	1750
Power - kW / HP	22.2 / 29.8
Torque - Nm	145
Motor Operating Settings:	
Fan Speed - RPM	1740
Max Power - kW / ~ HP	Not Available
Max Torque - Nm	Not Available
Weight:	
TDF - lbs / kg	682 / 310
EDrive - lbs / kg	20.9 / 9.5

Note: Use EDrive Ratings Data for Circuit Sizing

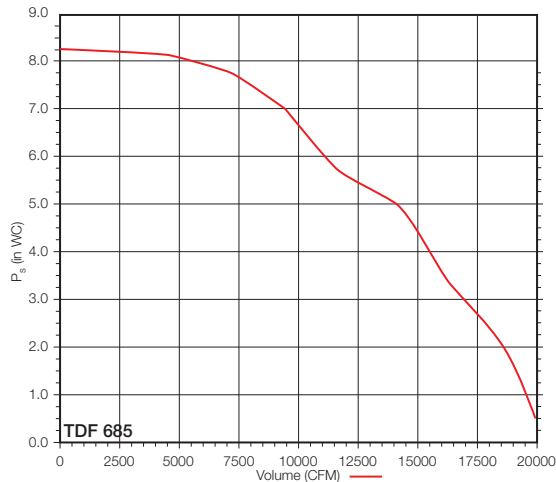
Dimensions



Model	TDF 685	
Duct Connection	1 1/2" flange w 16-holes	
Dimensions	A in / mm	62.3 / 1582
	B in / mm	45.0 / 1143
	C in / mm	42.0 / 1067
	D in / mm	44.4 / 1128
	E in / mm	55.3 / 1404
	F in / mm	54.3 / 1379
Flange Bolt Center Diameter	in / mm	43.7 / 1110
Temp Rating *	°F / °C	1400 / 760

* Maximum Intermittent Temperature Rating

Capacity



Specifications are subject to change without notice.

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MDF MODULATING DAMPER

010.20801.0619 06.19

Product Information

Use

The MDF is a ruggedly built, motorized, multi-blade damper. It is used for controlling excessive draft in a mechanical draft system serving boilers and water heaters. It is for installation with gas-fired or oil-fired equipment only.

Description

The MDF damper is manufactured to connect to chimneys with a standard 1/2" flanged connection. It is equipped with an actuator attached to the damper shaft. It is of an opposed blade design to assure an extremely accurate control of the flow.

The MDF assembly is rated for temperatures up to 1400°F (760°C).

The MDF must be installed with sufficient clearance above the boiler outlet to allow for damper protrusion into the stack when fully open.

The actuator uses a brushless DC motor that operates on 24VAC/VDC, which is controlled by an Application Specific Integrated Circuit (ASIC). The ASIC monitors and controls the actuator's rotation and provides a digital rotation sensing (DRS) function to prevent damage to the actuator in a stall condition. Power consumption is reduced in a holding mode.

The motor delivers 54 in-lbs (or 6 Nm) torque at rated voltage and is custom configured for the damper. The minimum duration through the 95° operating angle is 15 seconds. An integrated safety system monitors the damper position to prevent unsafe operating conditions.

Material

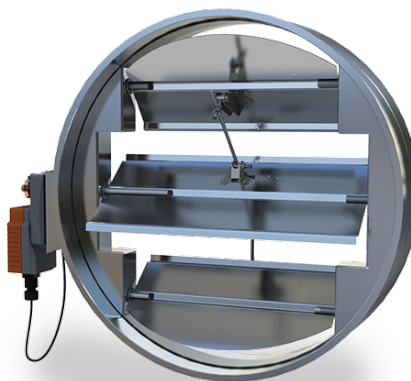
The damper housing is made of 20 GA (4"-36" diameter) or 18 GA (38" - 48" diameter) 316L stainless steel. The damper blades are made of 16 GA 316L stainless steel. The 1/2" damper shaft is 316L stainless steel and has stainless steel bearings.

Standard Equipment

- V-bands

Optional Equipment

- Weather proof enclosure for actuator



Listings

The MDF damper assembly (damper with actuator) is UL listed in the US and certified for Canada under Underwriters Laboratories Inc. file no. E467733:

- UL 378 Standard for Draft Equipment
- UL 17 Standard for Vent or Chimney Connector Dampers for Oil-Fired Appliances
- ANSI Z21.66-1966 Automatic Vent Damper Devices For Use With Gas-fired Appliances
- ULC/ORD-C378 (1975) Draft Equipment

Damper meets AMCA Standard 500.

Warranty

2-Year Factory Warranty. Complete warranty conditions are available from ENERVEX Inc.



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ENERVEX® MDF MODULATING DAMPER

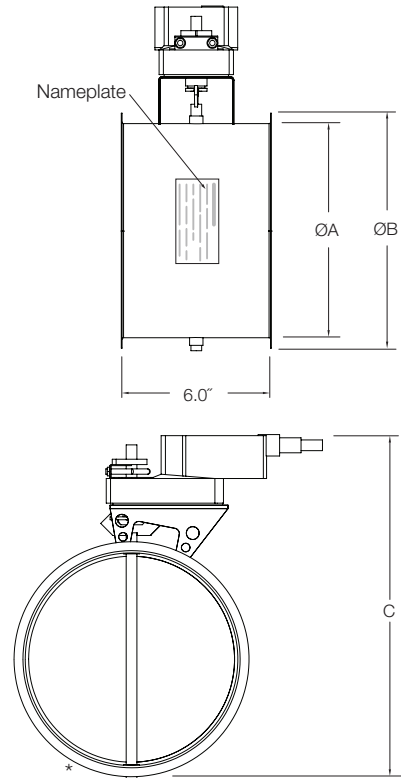
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Product Information

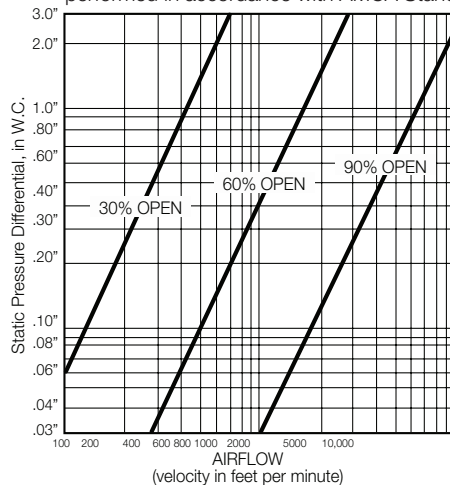
Specifications

Model	Stack ID in / mm	Dim. A in / mm	Dim. B in / mm	Dim. C in / mm	# Blades
MDF 4	4	3.94 / 100	4.88 / 124	8.86 / 225	1
MDF 6	6	5.91 / 150	6.85 / 174	10.83 / 275	1
MDF 8	8	7.87 / 200	8.82 / 224	12.80 / 325	1
MDF 10	10	9.84 / 250	10.79 / 274	14.76 / 375	1
MDF 12	12	11.81 / 300	12.76 / 324	16.73 / 425	2
MDF 14	14	13.78 / 350	14.72 / 374	18.70 / 475	2
MDF 16	16	15.75 / 400	16.69 / 424	20.67 / 525	2
MDF 18	18	18.00 / 457	19.00 / 483	23.00 / 584	3
MDF 20	20	20.00 / 508	21.00 / 533	25.00 / 635	3
MDF 22	22	22.00 / 559	23.00 / 584	27.00 / 686	3
MDF 24	24	24.00 / 610	25.00 / 635	29.00 / 737	3
MDF 26	26	26.00 / 660	27.00 / 686	31.00 / 787	4
MDF 28	28	28.00 / 711	29.00 / 737	33.00 / 838	4
MDF 30	30	30.00 / 762	31.00 / 787	35.00 / 889	4
MDF 32	32	32.00 / 813	33.00 / 838	37.00 / 940	4
MDF 34	34	34.00 / 864	35.00 / 889	39.00 / 991	4
MDF 36	36	36.00 / 914	37.00 / 940	41.00 / 1041	5

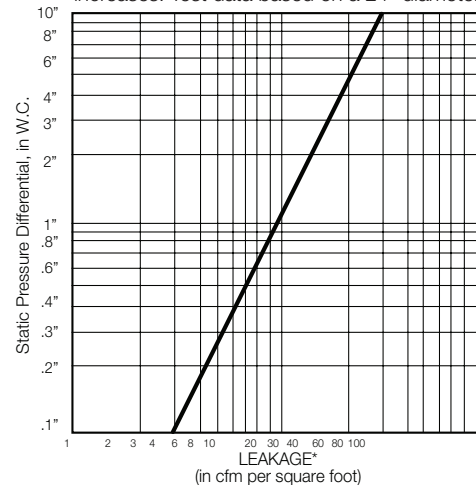
Other sizes available upon request.



The following performance charts are based on testing performed in accordance with AMCA Standard 500.



*This chart should be used for general reference purposes. Leakage through the damper will increase as the diameter increases. Test data based on a 24" diameter damper.



Specifications are subject to change without notice.

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ENERVEX®
VENTING DESIGN SOLUTIONS



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
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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.



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX C

Current 2025 Milwaukee Brewers Baseball Schedule



2025 SCHEDULE



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>

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/Diversity-Firm-Utilization-Form-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>

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/Diversity-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.

<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	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.

<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	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