



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



**A**

**REQUEST FOR PROPOSALS**

**FOR**

**2L ROOF TOWER PAINTING**

**AMERICAN FAMILY FIELD**  
**1 BREWERS WAY**  
**MILWAUKEE, WISCONSIN 53214**

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

**June 10, 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 prime and paint the 2L structural roof tower from the Field Level slab on grade to the sloped snow roof at American Family Field (“Work”).

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. Bidding Contractors may visit the site and observe and measure all areas as part of this bid. See site access information below.

The Sigma Group will serve as Project Administrator on this project.

Shannon Schwingle, Project Administrator  
414-550-9830  
[sschwingle@thesigmagroup.com](mailto: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](mailto:sschwingle@thesigmagroup.com)

Contractors will receive an email confirming receipt of the bid. Bids are due by **5:00 PM (CT) on July 8, 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](http://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



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not exist. Contractors will not be compensated for any costs or expenses incurred in the preparation of their bid.

Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CT) on June 25, 2025, to the Project Administrator, Shannon Schwingle, at [sschwingle@thesigmagroup.com](mailto:sschwingle@thesigmagroup.com).

Responses to questions will be posted on the District's website ([www.wibaseballdistrict.com](http://www.wibaseballdistrict.com)) no later than 5:00 pm (CT) on June 27, 2025. **Please check the website periodically since a preliminary response to questions may be posted sooner than June 27, 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](mailto: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.

#### Access:

- Contractor shall be responsible for all access to the areas to be painted.

#### Preparation of Metal Surfaces:

- Prepare surfaces according to manufacturer's recommendations.
- Clean metal of dirt, oil, ice, and any other material that might interfere with painting.

#### Materials to be used on the 2L Roof Tower:

- Primer: Sherwin Williams Corothane I – Mio Aluminum
- Top-Coat: Sherwin Williams Corothane I – Aliphatic Finish in Village Green

Sherwin Williams  
4516 W Burnham St.  
West Milwaukee, WI 53219-1607  
414-347-1133



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### Protection and Cleaning:

- Maintain thorough dust and dirt control throughout the painting process.
- Thoroughly protect all surrounding surfaces that won't be painted with clean drop cloths, masking tape, etc.
- Maintain protection below work if working over seats/field and on PVC roof membrane to avoid damage.
- Do not allow spilled materials to be tracked in a work area or to other areas.
- Do not allow paint to dry in cans that are being used or on applicators.
- Spray application will not be allowed.

### Inspection, Touch up and Repairs:

- After finishing coats are dry, inspect all surfaces and make all necessary repairs.
- Unacceptable work includes runs, drips, spotting, incomplete coverage, globs, etc.
- Remove and replace or repaint any finish or paint not in compliance with the Scope or the Specifications herein.
- Contractor shall remove, refinish, or repaint work not in compliance with these Specifications at Contractor's expense.

## SCHEDULE

Milestone	Date
Pre-bid site visit	Schedule with Project Administrator
RFP questions due	June 25, 2025
RFP response to questions posted	June 27, 2025
RFP bids due	July 8, 2025
Contract awarded to selected Contractor *	Week of July 14, 2025
Substantial completion **	November 30, 2025

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

\*\* Work must be coordinated around events at the ballpark and site. The 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](http://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



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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. Contractor's labor warranty
3. 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



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*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 – PRIME AND PAINT 2L ROOF TOWER**

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all Work required to prime and paint the 2L structural roof tower from the Field Level slab on grade to the sloped snow roof at American Family Field.

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

#### **II. UNIT COST – DAILY CREW**

Provide a unit cost for one day. Include fully loaded cost.

Crew Size: \_\_\_\_\_

Unit Cost  
Amount \$ \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Words) U.S. Funds (Figures) U.S. Funds



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### III. UNIT COST – **WEEKLY CREW**

Provide a unit cost for one week. Include fully loaded cost.

Crew Size: \_\_\_\_\_

Unit Cost

Amount \$

(Words) U.S. Funds

Dollars \$

(Figures) U.S. Funds

### IV. CONTRACTOR WORKMANSHIP WARRANTY

Attach a sample of the 1 year contractor workmanship warranty.

### V. DIVERSE FIRM PARTICIPATION

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**

\_\_\_\_\_

### VI. ADDENDUM(S) RECEIVED

Acknowledge receipt of each Addendum issued for this RFP.

**Addendum(s) Received (insert #s)** \_\_\_\_\_

**Signature**

\_\_\_\_\_

**Title**

\_\_\_\_\_

### VII. 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**

\_\_\_\_\_



## WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



### **APPENDIX A**

#### Scope of Work





Southeast Wisconsin Professional Baseball Park District  
West Allis, WI 53214  
414.607.4045  
Milwaukee Brewers Baseball Club  
Milwaukee, WI 53214  
414.933.4144

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

NBBJ Sports and Entertainment  
Los Angeles, CA 90014  
213.243.1160

Epstein Uhlen Architects  
Milwaukee, WI 53201-0728  
414.271.5350

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

Flad Structural Engineers  
Madison, WI 53711  
608.238.2661

Roof Consultant:  
Mitsubishi Heavy Industries, LTD.  
Chicago, IL 60611  
312.460.5643

Traffic Engineers:  
HNTB  
Milwaukee, WI 53224  
414.359.2300

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

PSJ Engineering, Inc.  
Milwaukee, WI 53217  
414.352.2211

The Wilson Firm  
Milwaukee, WI 53213  
414.771.6222

Audio-Visual/Electronics/Acoustical  
Pelton, Marsh, Kinella  
Dallas, TX 75247-4951  
303.649.1600

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

Sports Lighting:  
Flack + Kurtz  
New York, NY 10017  
212.532.8600

Security:  
HMA, Inc.  
Arlington, TX 76017  
817.732.3300

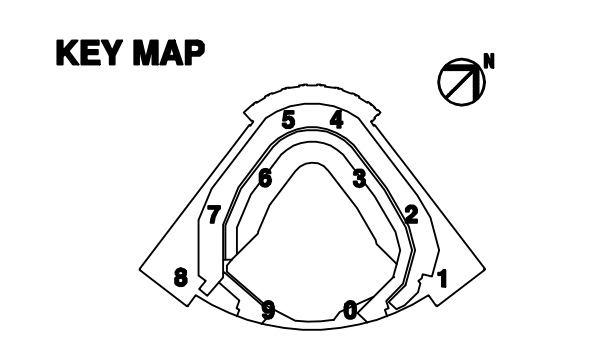
Telecommunications:  
Lewis & Associates  
Milwaukee, WI 53212  
414.962.7270

Connections Inc.  
Brookfield, WI 53005  
414.769.6300

Landscape Architecture:  
Plant Associates  
New Berlin, WI 53151  
414.679.1881

Civil Engineering:  
Barrientos & Associates  
Milwaukee, WI 53225  
414.552.2773

Graphics Designer:  
Sussman Preja  
Culver City, CA 90232  
310.836.3939



## PER RECORD SET

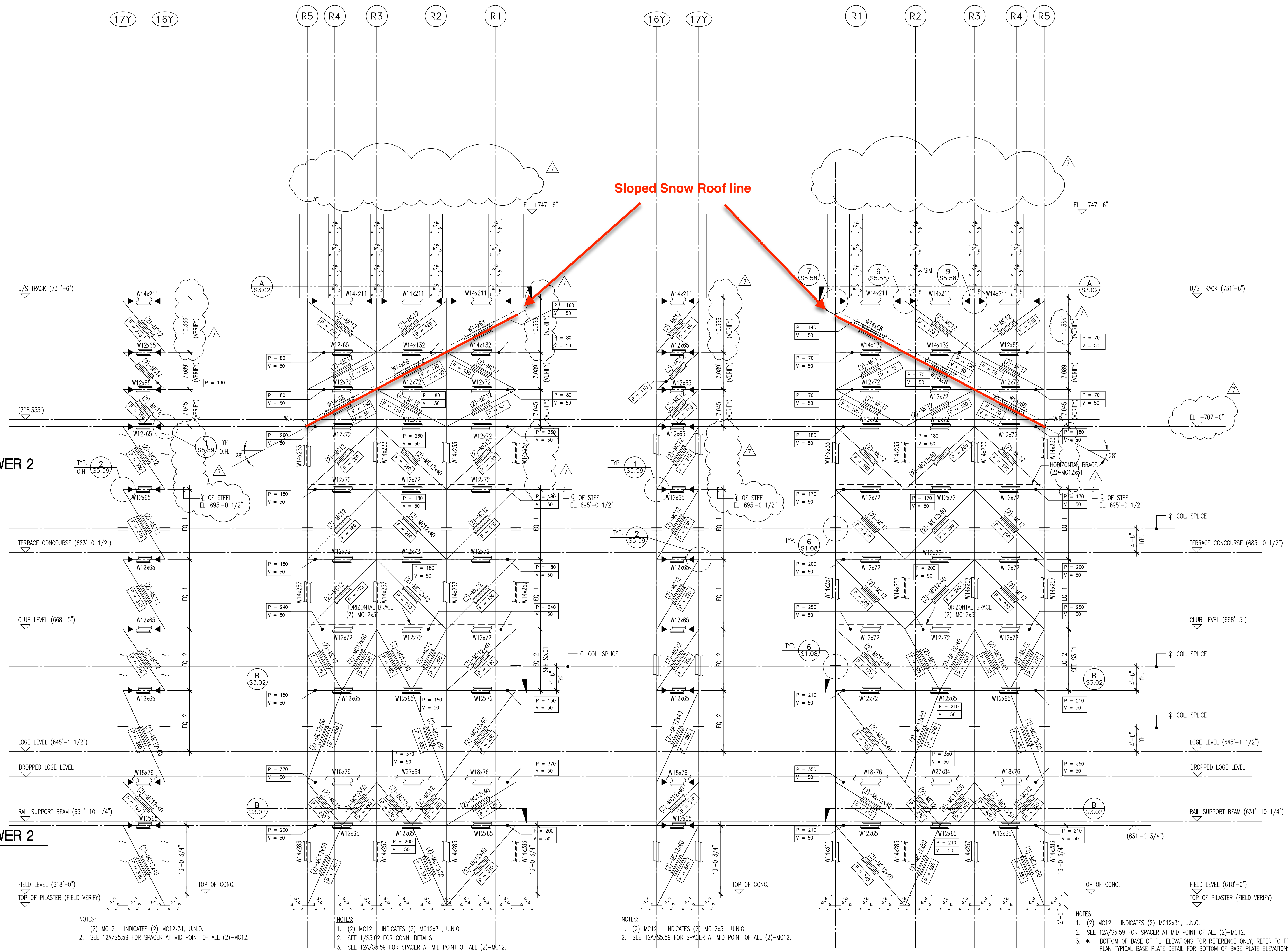
Job No:	5128
Revision:	
B.P. 'K' ADDENDUM #1	6-30-97
B.P. 'K' ADDENDUM #2	7-31-97
B.P. 'K' ADDENDUM #5	9-2-97
B.P. 'K' ADDENDUM #8	9-16-97
BULLETIN #18	9-30-97
BULLETIN #29	10-28-97
BULLETIN #42	12-3-97
BULLETIN #51	1-15-98

Date: JUNE 30, 1997  
Scale: 1/8" = 1'-0"

Sheet Title:  
STRUCTURAL  
BRACED FRAME ELEVATIONS

Sheet No:  
**S3.02**

©1998  
HKS Inc.



**A PARTIAL PLAN - OUTFIELD TOWER 2**  
S3.02

**B PARTIAL PLAN - OUTFIELD TOWER 2**  
S3.02

- NOTES:
- FRAME ELEVATION SHOWN ON THIS DRAWING SHOWS AN ALTERNATE TO FRAME ELEVATION SHOWN ON S3.02.
  - FRAMING PLANS SHOW FRAMES RELATED TO FRAME ELEVATION SHOWN ON S3.02.
  - SUB-CONTRACTORS IS TO DESIGN CONNECTIONS WITH THE SPECIFIED AXIAL FORCE, SHEAR, MOMENT ON THE MEMBER. SUB-CONTRACTOR IS TO SUBMIT ENGINEERING CALCULATION AND SHOP DRAWINGS OF THE CONNECTIONS FOR THE APPROVAL.
  - ALL MEMBER FORCES FOR THE MEMBERS ARE WORKING LOADS.

LEGEND

INDICATES LOADS FOR USE BY CONTRACTOR TO DESIGN ALTERNATE DETAIL.

P = INDICATES AXIAL LOADS (K)  
V = INDICATES BEAM SHEAR (K)

-	-	2'-6" x 2'-6" x 2 3/4"	2'-4" x 2'-4" x 3"	2'-9" x 2'-9" x 3 3/8"	2'-4" x 2'-4" x 3"
-	-	615'-8"	615'-8"	615'-8"	615'-8"
-	-	(6)-1 1/2" Ø BOLTS	(6)-1 1/2" Ø BOLTS	(6)-1 1/2" Ø BOLTS	(6)-1 1/2" Ø BOLTS
-	-	11/S5.60A	5/S5.60A	3/S5.60A	5/S5.60A

-	-	2'-4" x 2'-4" x 3"	2'-9" x 2'-9" x 3 3/8"	2'-4" x 2'-4" x 3"	2'-6" x 2'-6" x 2 3/4"
-	-	615'-8"	615'-8"	615'-8"	615'-8"
-	-	(6)-1 1/2" Ø BOLTS	(6)-1 1/2" Ø BOLTS	(6)-1 1/2" Ø BOLTS	(6)-1 1/2" Ø BOLTS
-	-	8/S5.60A	3/S5.60A	5/S5.60A	2/S5.60A

**4**  
S3.02  
OUTFIELD TOWER 2 L  
BRACED FRAME ELEVATIONS  
ALONG G.L. (R1)

**3**  
S3.02  
OUTFIELD TOWER 2 L  
BRACED FRAME ELEVATIONS  
ALONG G.L. (17Y)

**2**  
S3.02  
OUTFIELD TOWER 2 L  
BRACED FRAME ELEVATIONS  
ALONG G.L. (R5)

**1**  
S3.02  
OUTFIELD TOWER 2 L  
BRACED FRAME ELEVATIONS  
ALONG G.L. (16Y)

File: S3.02.DWG  
Plot Date: JAN 15, 1998 TIME: 11:44 AM



## Representative photos of the 2L Roof Tower

All faces of all structural members for the tower are to be primed and painted.



Field Level



Field Level





Field Level



Field Level





Loge Level





Loge Level



# Protective & Marine Coatings

# COROTHANE® I MIO-ALUMINUM

B65S14

Revised 2/10

## PRODUCT INFORMATION

5.10

### PRODUCT DESCRIPTION

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

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

### PRODUCT CHARACTERISTICS

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

### Recommended Spreading Rate per coat:

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

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

### Drying Schedule @ 3.5 mils wet (88 microns):

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

Abrade surface if maximum recoat time is exceeded.

Drying time is temperature, humidity, and film thickness dependent.

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

### RECOMMENDED USES

For use over prepared surfaces in industrial environments:

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

### PERFORMANCE CHARACTERISTICS

Substrate\*: Steel

Surface Preparation\*: SSPC-SP6/NACE 3

System Tested\*:

- 1 ct: Corothane I MIO-Aluminum @ 3.0 mils (75 microns) dft
- 1 ct: Corothane I IronOx B @ 4.0 mils (100 microns) dft
- 1 ct: Corothane I Aliphatic @ 3.0 mils (75 microns) dft

\*unless otherwise noted below

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



# Protective & Marine Coatings

# COROTHANE® I MIO-ALUMINUM

B65S14

## PRODUCT INFORMATION

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### RECOMMENDED SYSTEMS

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

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

### DISCLAIMER

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

### SURFACE PREPARATION

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

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

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

#### Surface Preparation Standards

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

### TINTING

Do not tint.

### APPLICATION CONDITIONS

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

Relative humidity: 30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

### ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 10.5 ± 0.2 lb/gal ; 1.26 Kg/L

### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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

### WARRANTY

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





# Protective & Marine Coatings

# COROTHANE® I MIO-ALUMINUM

B6S14

Revised 2/10

## APPLICATION BULLETIN

5.10

### SURFACE PREPARATIONS

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

#### Iron & Steel

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

#### Aluminum

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

#### Galvanized Steel

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

#### Concrete and Masonry

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

#### Always follow the standard methods listed below:

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

#### Previously Painted Surfaces

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

#### Surface Preparation Standards

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

### APPLICATION CONDITIONS

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

### APPLICATION EQUIPMENT

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

#### Reducer/Clean Up

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

#### Airless Spray

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

#### Conventional Spray

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

#### Brush

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

#### Roller

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

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



# Protective & Marine Coatings

# COROTHANE® I MIO-ALUMINUM

B65S14

## APPLICATION BULLETIN

5.10

### APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

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

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

#### Recommended Spreading Rate per coat:

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

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

#### Drying Schedule @ 3.5 mils wet (88 microns):

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

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

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

### CLEAN UP INSTRUCTIONS

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

### DISCLAIMER

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

### PERFORMANCE TIPS

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

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

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

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

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

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

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

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

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

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

### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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

### WARRANTY

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# Protective & Marine Coatings

## COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE  
B65T54 ULTRADEEP BASE  
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE  
B65B50 BLACK  
B65Y50 SAFETY YELLOW

Revised June 25, 2015

### PRODUCT INFORMATION

5.12

#### PRODUCT DESCRIPTION

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

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

#### PRODUCT CHARACTERISTICS

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

#### Recommended Spreading Rate per coat:

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

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

#### Drying Schedule @ 4.0 mils wet (100 microns):

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

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

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

#### RECOMMENDED USES

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

#### PERFORMANCE CHARACTERISTICS

**Substrate\*:** Steel

**Surface Preparation\*:** SSPC-SP6

**System Tested\*:**

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

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

*\*unless otherwise noted below*

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

**Meets requirements of SSPC Paint 38, Level II.**



# Protective & Marine Coatings

## COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE  
B65T54 ULTRADEEP BASE  
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE  
B65B50 BLACK  
B65Y50 SAFETY YELLOW

Revised June 25, 2015

### PRODUCT INFORMATION

5.12

#### RECOMMENDED SYSTEMS

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

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

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#### SURFACE PREPARATION

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

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

\*Iron & Steel: SSPC-SP6/NACE 3

\*Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3

\*Previously Painted SSPC-SP2 or SP3

\*Primer required

#### Surface Preparation Standards

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

#### TINTING

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

#### APPLICATION CONDITIONS

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

Relative humidity: 30% minimum, 99% maximum

Refer to product Application Bulletin for detailed application information.

#### ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 11.79 ± 0.2 lb/gal ; 1.4 Kg/L  
may vary by color

#### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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#### WARRANTY

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# Protective & Marine Coatings

## COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE  
B65T54 ULTRADEEP BASE  
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE  
B65B50 BLACK  
B65Y50 SAFETY YELLOW

Revised June 25, 2015

### APPLICATION BULLETIN

5.12

#### SURFACE PREPARATIONS

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

##### Iron & Steel

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

##### Concrete and Masonry

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

##### Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.  
ASTM D4259 Standard Practice for Abrading Concrete.  
ASTM D4260 Standard Practice for Etching Concrete.  
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.  
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.  
ICRI No. 310.2R Concrete Surface Preparation.

##### Previously Painted Surfaces

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

#### Surface Preparation Standards

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

#### APPLICATION CONDITIONS

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

Relative humidity: 30% minimum, 99% maximum

#### APPLICATION EQUIPMENT

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

##### Reducer/Clean Up

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

##### Airless Spray

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

##### Conventional Spray

Unit.....	Graco	Binks
Gun .....	900	95
Fluid Nozzle .....	070	66/65
Air Nozzle.....	947	66PR
Atomization Pressure.....	60-70 psi	60-70 psi
Fluid Pressure.....	15-20 psi	15-20 psi
Reduction.....	As needed up to 5% by volume	

##### Brush

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

##### Roller

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

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



# Protective & Marine Coatings

## COROTHANE® I HS ALIPHATIC FINISH COAT

B65W50 ULTRA WHITE  
B65T54 ULTRADEEP BASE  
B65R50 SAFETY RED

B65W51 EXTRA WHITE BASE  
B65B50 BLACK  
B65Y50 SAFETY YELLOW

Revised June 25, 2015

### APPLICATION BULLETIN

5.12

#### APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

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

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

##### Recommended Spreading Rate per coat:

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

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

##### Drying Schedule @ 4.0 mils wet (100 microns):

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

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

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

#### CLEAN UP INSTRUCTIONS

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

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#### PERFORMANCE TIPS

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

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

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

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

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

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

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

Do not exceed recommended dry film thickness.

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

Tinted colors must be used within 7 days after tinting.

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

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

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

Do not shake beyond two minutes.

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

#### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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#### WARRANTY

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



## 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):**

	<b>Limits</b>
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

● HOME

○ AWAY

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

## MARCH / APRIL

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

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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



## WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



### **APPENDIX D**

#### Wisconsin Professional Baseball Park District Diversity Contracting Program



## DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

### Is your firm a Diverse Firm?

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

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

#### YES!

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

#### NO

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

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

#### YES!

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

#### NO

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

## Using a Diverse Firm

OR

## Not Using a Diverse Firm

### Utilization Plan

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

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

### 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		<b>OR</b>	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		<b>OR</b>	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		<b>OR</b>	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.

<b>Company Name</b>	
<b>P.O. #</b>	

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>	<b>Category 3</b>	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>	<b>Category 4</b>	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"> <li>• 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;</li> <li>• a contact person with the proposer's office to answer questions;</li> <li>• information regarding the proposer's bonding and insurance requirements; and</li> <li>• the last date for receipt by the proposer of Diverse Firm price quotations.</li> </ul>	
OTHER:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date