



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



A
REQUEST FOR PROPOSALS
FOR
YOUNT DRIVE LIGHTING REPLACEMENT

AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WISCONSIN 53214

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

June 5, 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 preplace light fixtures on Yount Drive at American Family Field.

Work shall be in full accordance with the documents within this RFP, including any addenda and written response to questions issued and in full accordance with manufacturer’s instructions. Please see **Appendix A** for detailed scope of work, including drawings and specifications.

OVERVIEW

Bids should be submitted using the Bid Forms included in this RFP. Bidding Contractors are allowed to visit the site and observe and measure all areas as part of this bid. See pre-bid site visit information below.

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

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

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

Bids can be emailed to: dfalkenburg@thesigmagroup.com

Contractors will receive an email confirming receipt of the bid. Bids are due by **5:00 PM (CT) on July 1, 2025.**

This RFP may be amended by the District in response to need for further clarification, specifications and/or requirement changes, new opening date, etc. Amendments will be posted on the District’s website at www.wibaseballdistrict.com. It is the responsibility of the bidding Contractors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. Failure to do so may result in your bid being rejected. The District reserves the right to (i) reject any and all bids for any reason or no reason at all; (ii) disregard all non-conforming, non-responsive or conditional bids; or (iii) waive any and all bid irregularities or informalities and make an award as if the irregularities or informalities did



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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 20, 2025, to the Project Administrator, Drew Falkenburg, at dfalkenburg@thesigmagroup.com.

Responses to questions will be posted on the District's website (www.wibaseballdistrict.com) no later than 5:00 pm (CT) on June 24, 2025. **Please check the website periodically since a preliminary response to questions may be posted sooner than June 24, 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, Drew Falkenburg, at dfalkenburg@thesigmagroup.com to schedule site access.

SCOPE OF WORK

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

SCHEDULE

Milestone	Date
RFP questions due	June 20, 2025
RFP response to questions posted	June 24, 2025
RFP bids due	July 1, 2025
Contract awarded to selected Contractor *	Week of July 7, 2025
Substantial completion, including all testing and commissioning**	November 21, 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.

CAP MAINTENANCE PLAN

The work area is subject to a Cap Maintenance Plan. The full plan can be found on the District's website under the Operations Committee page, and at: Cap [Maintenance Plan – West](#). Environmentally protective caps are in place over contaminated soil within the project area. Therefore, the selected Contractor must manage any impacted soil excavated as part of the project in accordance with the Cap Maintenance Plan.

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



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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.

Contractor shall be responsible for all erosion control necessary for the Work. This shall include, but not be limited to, inlet covers.

DIVERSE FIRM PARTICIPATION

The District has a goal to achieve 15% participation by Diverse Firms as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found in **Appendix D** and on the Project Participation Committee tab on the Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com). Bidders must review and complete the form(s) as appropriate and submit with their bid documents. Failure to do so may result in your response being rejected.

WARRANTY

Contractor Warranty

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

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

TAXES

This project is Sales & Use Tax Exempt (CES Number 008-0000051268-04). A Wisconsin Sales and Use Tax Exemption Certificate will be provided to the selected Contractor.

CLOSEOUT REQUIREMENTS

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

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

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 – LIGHTING REPLACEMENT

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

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

II. UNIT COST – LABOR RATE AND MATERIAL / EQUIPMENT MARK-UP

Provide labor rates for any additional work requested and % of mark-up above cost on any additional materials or equipment requested.

Regular Labor Rate
\$ Per Hour: _____ Dollars \$ _____
(Words) U.S. Funds (Figures) U.S. Funds



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Overtime Labor Rate

\$ Per Hour: _____ Dollars \$ _____
(Words) U.S. Funds (Figures) U.S. Funds

Material Mark-Up

% Above Cost: _____ %
(Words) (Figures)

Equipment Mark-Up

% Above Cost: _____ %
(Words) (Figures)

III. UNIT PRICING

Provide a unit price for each. Unit pricing shall include all labor, materials and equipment.

Conduit Size _____ Price Per Linear Foot \$ _____

Conduit Size _____ Price Per Linear Foot \$ _____

Conduit Size _____ Price Per Linear Foot \$ _____

Conduit Size _____ Price Per Linear Foot \$ _____

IV. 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 _____

V. ADDENDUM(S) RECEIVED

Acknowledge receipt of each Addendum issued for this RFP.

Addendum(s) Received (insert #s) _____

Signature _____

Title _____



VI. 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



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APPENDIX A

Scope of Work



ESL3

Esplanade® Tear Drop Large Roadway LED Pendant



Catalog Number	
Notes	Type

Description

The Esplanade luminaire is styled to replicate the "teardrop" luminaires that lighted boulevards in the first half of the 1900s. Designed for light control and ease of installation and maintenance, the Esplanade has a precision optical system for true street lighting performance.

Mechanical

The luminaire housing:

- Heavy grade A360 cast aluminum (aluminum with <1% copper)
- IP65 rated housing provides a spring-loaded latch for toolless access and a hinge for easy installation and servicing
- Optic door incorporates a hinge and wing nut enabling toolless access to install and service
- EEL- NEMA twist lock photocontrol receptacle can be mounted in electrical housing or externally; housing contains a tempered glass window to allow light to reach the cell for internally mounting

Electrical

- Certified by UL or CSA for wet locations
- A factory programmable electronic driver with 0-10V dimming control leads meets maximum total harmonic distortion (THD) of 20%, >0.90 Power Factor and are ROHS compliant.
- Minimum operating temperature is -40°C. Electronic driver has an estimated minimum life of 100,000 hours at 25°C.
- Optional DALI driver available
- 20kV/10kA surge protection, fail off, with indicator light meets ANSI/IEEE C62.41.2
- Quick disconnect connectors for ease of installation and maintenance.
- Three pole terminal block is standard, with optional prewired leads for ease of installation
- Configurable with CCT options of 2700K, 3000K, 4000K and 5000K, 70 CRI minimum

Finish

- Rigorous multi-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (operated per ASTM B117) on standard and RAL finish options.
- RAL (RALxxxxSDCR) paint colors are Super Durable Corrosion Resistant, 80% gloss.

Optical

The optical system is IP66 rated and consists of a precisely molded thermal resistant borosilicate glass refractor mounted within the borosilicate refractor Teardrop, Bowl, Sag shaped glass optic or the tempered Flat glass retained by the cast aluminum door. Designed for Type 2, 3, 4 & 5 distribution, see performance data table for configurations. For zero uplight options the flat glass option or the decorative shallow or deep skirt used with the bowl or sag glass.

Control Options

The control options shall include, but not limited to, the following:

- Field adjustable output to adjust output to luminaire - AO
- Long life photocontrol, 20 years – PCLL, P34 and P48 with DTL
- 7 pin receptacles internally in housing (PR7) or externally mounted on the leveling fitter (PR7E)
- On externally mounted options, the photocontrol or shorting cap are selected with the leveling fitter

Mounting Style (Leveling Fitter Options)

Three mounting versions are available.

- An arm mount version which is provided with two U-bolts with washers and nuts and two leveling set screws that lock the housing to a 2 inch nominal (2-3/8" O.D.) horizontal arm and allow a +/- 5 degree adjustment from horizontal to the cover.
- A pendant mount version (either 1.25NPT or 1.5NPT) which threads to a vertical NPT male threaded pipe fitting and is locked in place by a stainless-steel set screw.
- A QSM (Quick Lock Stem Mounting), which consists of a vertical stem with flared top that mounts into a matching QSM fitter or arm. The QSM mount can aid in installation speed as it is a quicker installation than the other mounting methods.

Note: the QSM style is compatible with the following leveling fitters:

- Boston Harbor Decorative Arm Fitter (BHDF)
- GlasWerks Decorative Arm Fitter (GWDF)
- West Liberty Decorative Arm Fitter (WLDF)
- Ball Style Decorative Arm Fitter (BADF)

Certification

CSA listing suitable for wet location up to 40°C. Consult factory for details.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Government Procurement

BAA – Buy America(n) Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/resources/buy-american for additional information.

Warranty

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

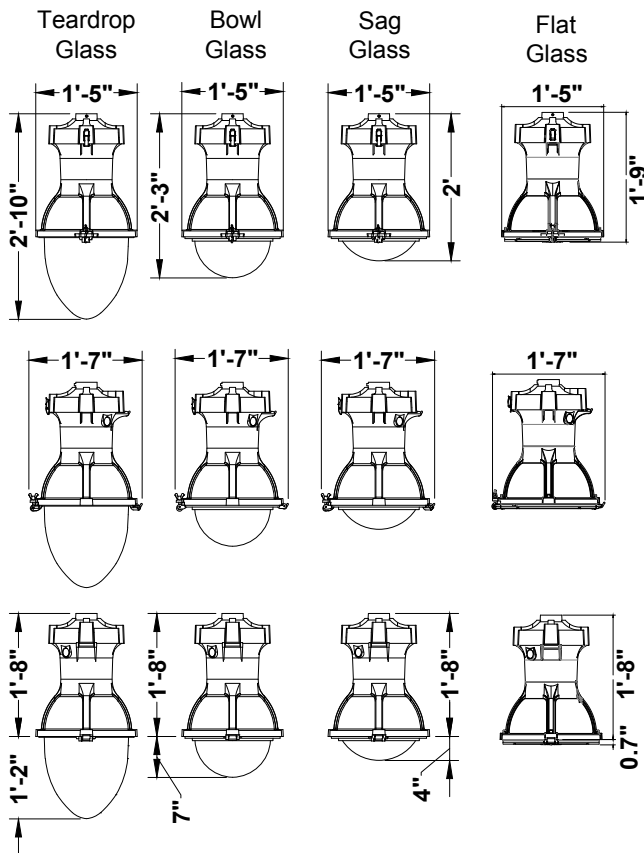
Note:

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

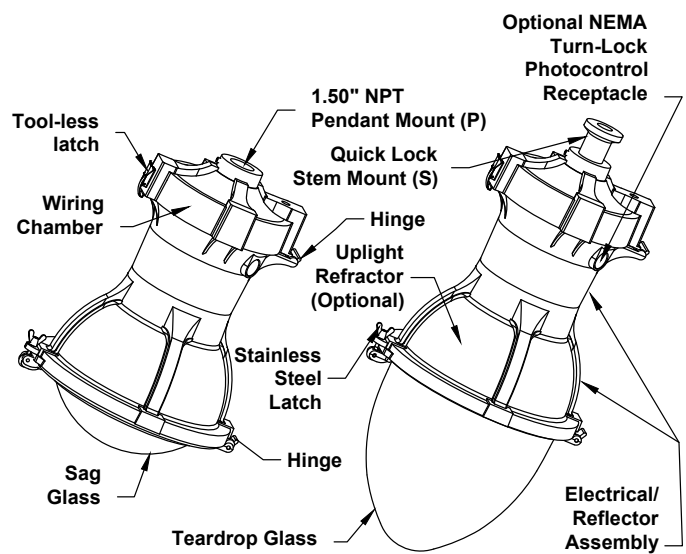
DIMENSIONAL DATA



Maximum Weight - 69 lbs (Up Light Version)

Maximum Weight - 69 lbs (Down Light Version)

Maximum Effective Projected Area - ESL3 2.62 ft², ESL3 SS 2.86 ft², ESL3 DS 3.06 ft²



ORDERING INFORMATION

Example: ESL3 P30S 30K MVOLT TG3 QSM BK

Series	Lumen/Wattage Package		Color Temperature		Voltage
ESL3 Esplanade style housings	P10S	Standard housing, 44W	P35S	Standard housing, 112W	27K 2700 series CCT
	P15S	Standard housing, 54W	P40S	Standard housing, 132W	30K 3000 series CCT
	P20S	Standard housing, 73W	P45S	Standard housing, 153W	40K 4000 series CCT
	P20U	Uplight housing, 94W	P50S	Standard housing, 173W	50K 5000 series CCT
	P25S	Standard housing, 82W	P55S	Standard housing, 193W	
	P25U	Uplight housing, 109W	P60S	Standard housing, 215W	
	P30S	Standard housing, 92W	P65S	Standard housing, 247W	
	P30U	Uplight housing, 122W			

Optic				Mounting	
TG2	Teardrop Glass & Door: Type 2 application	BG4	Bowl Glass & Door: Type 4 application	NPT	Threaded top opening - 1.50" NPT
TG3	Teardrop Glass & Door: Type 3 application	BG5	Bowl Glass & Door: Type 5 application	QSM	Quick Lock Stem mount
TG4	Teardrop Glass & Door: Type 4 application	SG2	Sag Glass & Door: Type 2 application		
FG3	Flat Glass & Door: Type 3 application	SG3	Sag Glass & Door: Type 3 application		
FG5	Flat Glass & Door: Type 5 application	SG4	Sag Glass & Door: Type 4 application		
BG2	Bowl Glass & Door: Type 2 application	SG5	Sag Glass & Door: Type 5 application		
BG3	Bowl Glass & Door: Type 3 application				

Finish		Options	
BK	Black	<u>Control Options</u>	<u>Prewire Lead Options</u>
DB	Dark Blue	A0 Field Adjustable Output	L1H 1.5 ft. prewired leads
GR	Grey	PR7 NEMA twistlock dimming photocontrol receptacle - 7 pin	L03 3 ft. prewired leads
GH	Graphite	PR7E NEMA twistlock dimming photocontrol receptacle - 7 pin (Externally mounted to Fitter)	L10 10 ft. prewired leads
GN	Green	PCLL Long Life DTL Twistlock Photocontrol for Solid State, Fail Off, MVOLT	L20 20 ft. prewired leads
PP	Prime Paint	P34 Long Life DTL Twistlock Photocontrol for Solid State, Fail Off, 347V	L25 25 ft. prewired leads
SL	Silver	P48 Long Life DTL Twistlock Photocontrol for Solid State, Fail Off, 480V	L30 30 ft. prewired leads
WH	White	SH Shorting cap	L35 35 ft. prewired leads
BZ	Bronze	<u>Packaging Options</u>	<u>NEMA Label Options</u>
CMC	Custom Match Color Finish	Blank Standard shipping - Electrical & Optic ship in separate cartons	NL1X1 1X1 NEMA Label
RALxxxxSDCR	RAL Super Durable Corrosion Resistant, 80% Gloss Paint, replace xxxx with RAL number.	UA Unitized Assembly Electrical & Optic ship in a single carton	NL3X3 3X3 NEMA Label
CTBS	Standard Finish to be determined	UAS Unitized Assembly Electrical, Optic & Skirt (DS & SS) ship in a single carton	<u>Shielding Options</u>
		UAF Unitized Assembly Electrical, Optic & Fitter (BHDF, GWDF, WLDF & BADF) ship in a single carton	DS Deep Skirt, 30" diameter
		UASF Unitized Assembly Electrical, Optic, Skirt (DS & SS) & Fitter (BHDF, GWDF, WLDF & BADF) ship in a single carton	SS Shallow Skirt, 30" diameter
			HSS90 Factory installed Large TearDrop, Bowl & Flat Glass House Side Shield 90 degrees
			HSS120 Factory installed Large TearDrop, Bowl & Flat Glass House Side Shield 120 degrees
			HSS180 Factory installed Large TearDrop, Bowl & Flat Glass House Side Shield 180 degrees
			HSG90 Factory installed Large Sag Glass House Side Shield 90 degrees
			HSG120 Factory installed Large Sag Glass House Side Shield 120 degrees
			HSG180 Factory installed Large Sag Glass House Side Shield 180 degrees

Accessories: Order as separate catalog number, ships separately & field installed.Shielding Options

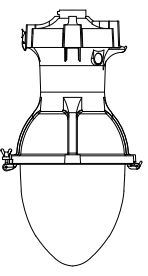
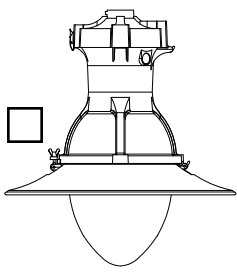
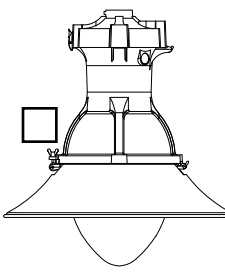
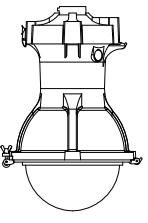
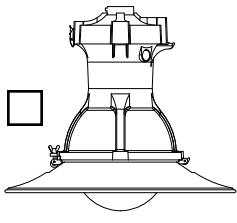
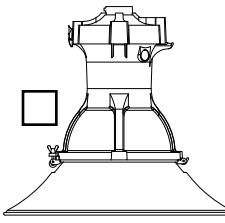
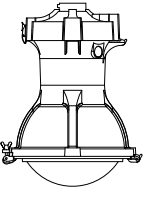
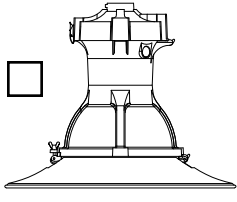
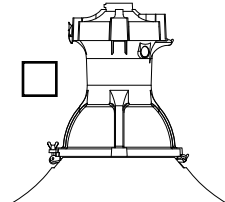
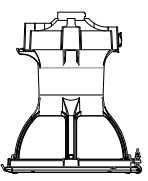
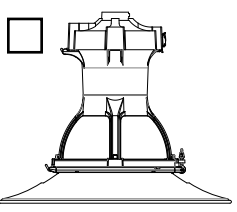
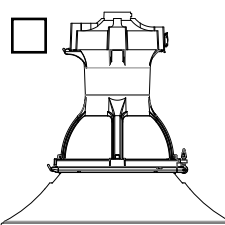
LTD3HSS90	Large TearDrop, Bowl & Flat Glass House side shield 90 degree
LTD3HSS120	Large TearDrop, Bowl & Flat Glass House side shield 120 degree
LTD3HSS180	Large TearDrop, Bowl & Flat Glass House side shield 180 degree
LTD3HSG90	Large Sag Glass House side shield 90 degree
LTD3HSG120	Large Sag Glass House side shield 120 degree
LTD3HSG180	Large Sag Glass House side shield 180 degree
LTDsxx	Deep Skirt, 30" Diameter, replace xx with Finish option
LTSSxx	Shallow Skirt, 30" Diameter, replace xx with Finish option

OPTIONS MATRIX

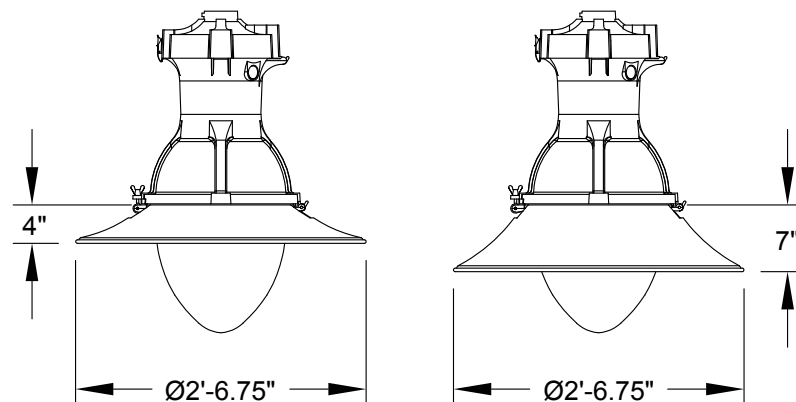
OPTIONS		Performance Package														Voltage		Options							
		P10S	P15S	P20S	P20U	P25S	P25U	P30S	P30U	P35S	P40S	P45S	P50S	P55S	P60S	P65S	MVOLT	HVOLT	A0	PR7	PR7E	PCLL	P34	P48	SH
Performance Package	P10S		N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P15S	N		N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P20S	N	N		N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P20U	N	N	N		N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P25S	N	N	N	N		N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P25U	N	N	N	N	N		N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P30S	N	N	N	N	N	N		N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P30U	N	N	N	N	N	N	N		N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P35S	N	N	N	N	N	N	N	N		N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P40S	N	N	N	N	N	N	N	N	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P45S	N	N	N	N	N	N	N	N	N	N		N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P50S	N	N	N	N	N	N	N	N	N	N	N		N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P55S	N	N	N	N	N	N	N	N	N	N	N	N		N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P60S	N	N	N	N	N	N	N	N	N	N	N	N	N		N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P65S	N	N	N	N	N	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	Y	Y	Y	Y	Y
Voltage	MVOLT	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	Y	Y	Y	Y	N	N	Y
	HVOLT	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N		Y	Y	N	N	Y	Y	Y
Options	A0	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	N	Y	Y	Y
	PR7	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	N	N	N	N
	PR7E	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N		N	N	N	N
	PCLL	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N		N	N	N
	P34	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	N		N	N
	P48	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	N	N		N
	SH	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	

OPTICS by PERFORMANCE PACKAGE		Performance Package												
		TG2	TG3	TG4	FG3	FG5	BG2	BG3	BG4	BG5	SG2	SG3	SG4	SG5
Performance Package	P10S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P15S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P20S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P20U	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
	P25S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P25U	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
	P30S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P30U	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
	P35S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P40S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P45S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P50S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P55S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P60S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P65S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

MARK APPROPRIATE BOX FOR TRIM OPTIONS

	STANDARD	SHALLOW SKIRT	DEEP SKIRT
TEARDROP GLASS (Asymmetric) <input type="checkbox"/>			
BOWL GLASS (Asymmetric) (Symmetric) <input type="checkbox"/>			
SAG GLASS (Asymmetric) (Symmetric) <input type="checkbox"/>			
FLAT GLASS (Asymmetric) (Symmetric) <input type="checkbox"/>			

SKIRT DIMENSIONS



PERFORMANCE DATA. FOR SKIRT AND HOUSE SIDE SHIELD OPTIONS, CONSULT FACTORY OR WEBSITE.

LED Package	Glass / Optic	System Watts	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P10S	TG2	44	6,013	137	1	3	3	6,490	148	2	3	3	6,609	150	2	3	3	6,705	152	2	3	3
	TG3		6,033	137	1	3	3	6,511	148	2	3	3	6,630	151	2	3	3	6,727	153	2	3	3
	TG4		5,671	129	1	3	3	6,121	139	1	3	3	6,233	142	1	3	3	6,324	144	1	3	3
	FG3		3,912	89	1	0	1	4,222	96	1	0	1	4,300	98	1	0	1	4,362	99	1	0	1
	FG5		3,846	87	2	0	1	4,150	94	2	0	1	4,227	96	2	0	1	4,288	97	2	0	1
	BG2		5,750	131	2	3	3	6,206	141	2	3	3	6,320	144	2	3	3	6,412	146	2	3	3
	BG3		5,692	129	2	3	3	6,143	140	2	3	4	6,256	142	2	3	4	6,347	144	2	3	4
	BG4		5,389	122	1	3	3	5,816	132	1	3	3	5,923	135	1	3	3	6,009	137	1	3	4
	BG5		6,004	136	3	3	3	6,480	147	3	3	3	6,599	150	3	3	3	6,695	152	3	3	3
	SG2		5,778	131	1	3	3	6,236	142	1	3	3	6,350	144	1	3	3	6,443	146	1	3	3
	SG3		5,773	131	1	3	3	6,231	142	1	3	3	6,346	144	1	3	3	6,438	146	1	3	3
	SG4		5,452	124	1	3	3	5,884	134	1	3	3	5,992	136	1	3	3	6,079	138	1	3	3
	SG5		6,041	137	3	3	2	6,520	148	3	3	2	6,640	151	3	3	2	6,737	153	3	3	2
P15S	TG2	54	7,487	139	2	3	3	8,080	150	2	3	3	8,229	152	2	3	3	8,348	155	2	3	3
	TG3		7,511	139	2	3	3	8,106	150	2	3	3	8,255	153	2	3	3	8,375	155	2	3	3
	TG4		7,061	131	1	3	3	7,621	141	2	3	3	7,761	144	2	3	3	7,874	146	2	3	3
	FG3		4,871	90	1	0	1	5,257	97	2	0	1	5,353	99	2	0	1	5,431	101	2	0	1
	FG5		4,788	89	2	0	1	5,167	96	2	0	1	5,262	97	2	0	1	5,339	99	2	0	1
	BG2		7,159	133	2	3	4	7,727	143	2	3	4	7,869	146	2	3	4	7,983	148	2	3	4
	BG3		7,086	131	2	3	4	7,648	142	2	3	4	7,789	144	2	3	4	7,902	146	2	3	4
	BG4		6,710	124	1	3	4	7,241	134	2	3	4	7,375	137	2	3	4	7,482	139	2	3	4
	BG5		7,475	138	3	3	3	8,068	149	3	3	3	8,216	152	3	3	3	8,335	154	3	3	3
	SG2		7,193	133	2	3	3	7,763	144	2	3	3	7,906	146	2	3	3	8,021	149	2	3	3
	SG3		7,188	133	2	3	3	7,758	144	2	3	3	7,900	146	2	3	3	8,015	148	2	3	3
	SG4		6,788	126	1	3	3	7,326	136	1	3	3	7,460	138	1	3	3	7,569	140	1	3	3
	SG5		7,522	139	3	3	2	8,118	150	3	3	2	8,267	153	3	3	2	8,387	155	3	3	2
P20S	TG2	73	10,290	141	2	3	3	11,106	152	2	3	3	11,310	155	2	3	3	11,474	157	2	3	3
	TG3		10,323	141	2	3	3	11,141	153	2	3	4	11,346	155	2	3	4	11,511	158	2	3	4
	TG4		9,705	133	2	3	3	10,474	143	2	3	3	10,667	146	2	3	3	10,822	148	2	3	3
	FG3		6,694	92	2	0	1	7,225	99	2	0	2	7,358	101	2	0	2	7,465	102	2	0	2
	FG5		6,581	90	2	0	1	7,102	97	2	0	1	7,233	99	2	0	1	7,338	101	2	0	1
	BG2		9,840	135	2	3	4	10,620	145	2	3	5	10,816	148	2	3	5	10,973	150	3	3	5
	BG3		9,740	133	2	3	5	10,512	144	2	3	5	10,705	147	2	3	5	10,861	149	2	3	5
	BG4		9,222	126	2	3	5	9,953	136	2	3	5	10,136	139	2	3	5	10,283	141	2	3	5
	BG5		10,274	141	3	3	4	11,089	152	3	3	4	11,293	155	4	3	4	11,457	157	4	3	4
	SG2		9,887	135	2	3	3	10,671	146	2	3	3	10,867	149	2	3	3	11,025	151	2	3	3
	SG3		9,879	135	2	3	3	10,662	146	2	3	4	10,859	149	2	3	4	11,016	151	2	3	4
	SG4		9,329	128	2	3	3	10,069	138	2	3	3	10,254	140	2	3	3	10,403	143	2	3	3
	SG5		10,338	142	3	3	3	11,158	153	3	3	3	11,363	156	4	3	3	11,528	158	4	3	3
P20U	TG2	94	12,937	138	2	5	3	13,962	149	2	5	3	14,219	151	2	5	3	14,426	153	2	5	3
	TG3		12,978	138	2	5	4	14,006	149	2	5	4	14,264	152	2	5	4	14,471	154	2	5	4
	TG4		12,201	130	2	5	3	13,168	140	2	5	4	13,410	143	2	5	4	13,605	145	2	5	4
	BG2		12,371	132	2	5	4	13,351	142	3	5	5	13,597	145	3	5	5	13,794	147	3	5	5
	BG3		12,245	130	2	5	5	13,216	141	2	5	5	13,459	143	2	5	5	13,654	145	2	5	5
	BG4		11,594	123	2	5	5	12,513	133	2	5	5	12,744	136	2	5	5	12,929	138	2	5	5
	BG5		12,917	137	3	5	4	13,941	148	4	5	4	14,198	151	4	5	4	14,404	153	4	5	4
	SG2		12,430	132	2	5	3	13,415	143	2	5	3	13,662	145	2	5	3	13,861	147	2	5	3
	SG3		12,421	132	2	5	4	13,405	143	2	5	4	13,652	145	2	5	4	13,850	147	2	5	4
	SG4		11,729	125	2	5	3	12,658	135	2	5	4	12,891	137	2	5	4	13,078	139	2	5	4
	SG5		12,997	138	3	5	3	14,028	149	4	5	3	14,286	152	4	5	3	14,493	154	4	5	3

PERFORMANCE DATA. FOR SKIRT AND HOUSE SIDE SHIELD OPTIONS, CONSULT FACTORY OR WEBSITE.

LED Package	Glass / Optic	System Watts	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P25S	TG2	82	11,665	142	2	3	4	12,590	154	3	3	4	12,821	156	3	3	4	13,008	159	3	3	4
	TG3		11,703	143	2	3	4	12,630	154	2	3	4	12,862	157	3	3	4	13,049	159	3	3	4
	TG4		11,002	134	2	3	3	11,874	145	2	3	4	12,092	147	2	3	4	12,268	150	2	3	4
	FG3		7,589	93	2	0	2	8,190	100	2	0	2	8,341	102	2	0	2	8,462	103	2	0	2
	FG5		7,460	91	2	0	1	8,051	98	3	0	1	8,199	100	3	0	1	8,319	101	3	0	1
	BG2		11,155	136	3	3	5	12,039	147	3	3	5	12,261	150	3	3	5	12,439	152	3	3	5
	BG3		11,042	135	2	3	5	11,917	145	3	3	5	12,136	148	3	3	5	12,312	150	3	3	5
	BG4		10,454	127	2	3	5	11,283	138	2	3	5	11,491	140	2	3	5	11,658	142	2	3	5
	BG5		11,647	142	4	3	4	12,570	153	4	3	4	12,802	156	4	3	4	12,988	158	4	3	4
	SG2		11,208	137	2	3	3	12,096	148	2	3	4	12,319	150	2	3	4	12,498	152	2	3	4
	SG3		11,200	137	2	3	4	12,087	147	2	3	4	12,310	150	2	3	4	12,488	152	2	3	4
	SG4		10,576	129	2	3	4	11,414	139	2	3	4	11,624	142	2	3	4	11,793	144	2	3	4
	SG5		11,720	143	4	3	3	12,649	154	4	3	3	12,881	157	4	3	3	13,069	159	4	3	3
P25U	TG2	109	14,701	135	2	5	4	15,866	146	3	5	4	16,158	148	3	5	4	16,393	150	3	5	4
	TG3		14,747	135	2	5	4	15,916	146	3	5	4	16,209	149	3	5	4	16,445	151	3	5	4
	TG4		13,865	127	2	5	4	14,964	137	2	5	4	15,239	140	2	5	4	15,460	142	2	5	4
	BG2		14,058	129	3	5	5	15,172	139	3	5	5	15,451	142	3	5	5	15,675	144	3	5	5
	BG3		13,915	128	3	5	5	15,018	138	3	5	5	15,294	140	3	5	5	15,516	142	3	5	5
	BG4		13,176	121	2	5	5	14,220	130	2	5	5	14,481	133	2	5	5	14,692	135	2	5	5
	BG5		14,679	135	4	5	4	15,842	145	4	5	4	16,134	148	4	5	4	16,368	150	4	5	4
	SG2		14,125	130	2	5	4	15,245	140	2	5	4	15,525	142	2	5	4	15,751	145	2	5	4
	SG3		14,115	129	2	5	4	15,233	140	2	5	4	15,514	142	2	5	4	15,739	144	2	5	4
	SG4		13,328	122	2	5	4	14,384	132	2	5	4	14,649	134	2	5	4	14,862	136	2	5	4
	SG5		14,770	136	4	5	3	15,941	146	4	5	3	16,234	149	4	5	3	16,470	151	4	5	3
P30S	TG2	92	12,968	141	3	3	4	13,996	152	3	3	4	14,254	155	3	3	4	14,461	157	3	3	4
	TG3		13,010	141	3	3	4	14,041	153	3	3	4	14,300	155	3	3	4	14,507	158	3	3	4
	TG4		12,231	133	2	3	4	13,201	143	2	3	4	13,443	146	2	3	4	13,639	148	2	3	4
	FG3		8,437	92	2	0	2	9,106	99	2	0	2	9,273	101	2	0	2	9,408	102	2	0	2
	FG5		8,294	90	3	0	1	8,951	97	3	0	1	9,116	99	3	0	1	9,248	101	3	0	2
	BG2		12,402	135	3	3	5	13,385	145	3	3	5	13,631	148	3	3	5	13,829	150	3	3	5
	BG3		12,275	133	3	3	5	13,248	144	3	3	5	13,492	147	3	3	5	13,688	149	3	3	5
	BG4		11,623	126	2	3	5	12,544	136	2	3	5	12,774	139	2	3	5	12,960	141	2	3	5
	BG5		12,949	141	4	3	4	13,975	152	4	3	4	14,232	155	4	3	4	14,439	157	4	3	4
	SG2		12,460	135	2	3	4	13,448	146	2	3	4	13,695	149	2	3	4	13,894	151	2	3	4
	SG3		12,451	135	2	3	4	13,438	146	2	3	4	13,685	149	2	3	4	13,884	151	3	3	4
	SG4		11,758	128	2	3	4	12,690	138	2	3	4	12,923	140	2	3	4	13,111	143	2	3	4
	SG5		13,029	142	4	3	3	14,062	153	4	3	3	14,321	156	4	3	3	14,529	158	4	3	3
P30U	TG2	122	16,481	135	3	5	4	17,787	146	3	5	4	18,115	148	3	5	4	18,378	151	3	5	4
	TG3		16,533	136	3	5	4	17,843	146	3	5	4	18,172	149	3	5	5	18,436	151	3	5	5
	TG4		15,543	127	2	5	4	16,775	138	2	5	4	17,084	140	2	5	4	17,332	142	2	5	4
	BG2		15,760	129	3	5	5	17,009	139	3	5	5	17,322	142	3	5	5	17,573	144	3	5	5
	BG3		15,600	128	3	5	5	16,836	138	3	5	5	17,146	141	3	5	5	17,395	143	3	5	5
	BG4		14,771	121	2	5	5	15,942	131	2	5	5	16,235	133	2	5	5	16,471	135	3	5	5
	BG5		16,456	135	4	5	4	17,760	146	4	5	5	18,087	148	4	5	5	18,350	150	4	5	5
	SG2		15,836	130	2	5	4	17,091	140	3	5	4	17,405	143	3	5	4	17,658	145	3	5	4
	SG3		15,824	130	2	5	4	17,078	140	3	5	4	17,392	143	3	5	4	17,645	145	3	5	4
	SG4		14,942	122	2	5	4	16,126	132	2	5	4	16,423	135	2	5	4	16,661	137	2	5	4
	SG5		16,558	136	4	5	3	17,871	146	4	5	3	18,199	149	4	5	3	18,464	151	4	5	3

PERFORMANCE DATA. FOR SKIRT AND HOUSE SIDE SHIELD OPTIONS, CONSULT FACTORY OR WEBSITE.

LED Package	Glass / Optic	System Watts	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P355	TG2	112	15,526	139	3	3	4	16,757	150	3	3	4	17,065	152	3	3	4	17,313	155	3	3	4
	TG3		15,576	139	3	3	4	16,810	150	3	3	5	17,120	153	3	3	5	17,368	155	3	3	5
	TG4		14,643	131	3	3	4	15,804	141	3	3	4	16,095	144	3	3	4	16,328	146	3	3	4
	FG3		10,101	90	3	0	2	10,901	97	3	0	2	11,102	99	3	0	2	11,263	101	3	0	2
	FG5		9,929	89	3	0	2	10,716	96	3	0	2	10,913	97	3	0	2	11,072	99	3	0	2
	BG2		14,847	133	3	3	5	16,024	143	3	3	5	16,319	146	3	3	5	16,556	148	3	3	5
	BG3		14,696	131	3	3	5	15,861	142	3	4	5	16,153	144	3	4	5	16,388	146	3	4	5
	BG4		13,915	124	2	3	5	15,018	134	3	3	5	15,294	137	3	3	5	15,516	139	3	3	5
	BG5		15,502	138	4	3	5	16,731	149	4	3	5	17,039	152	4	3	5	17,286	154	4	3	5
	SG2		14,918	133	3	3	4	16,100	144	3	3	4	16,396	146	3	3	4	16,634	149	3	3	4
	SG3		14,906	133	3	3	4	16,088	144	3	3	5	16,384	146	3	3	5	16,622	148	3	3	5
	SG4		14,076	126	2	3	4	15,192	136	2	3	4	15,472	138	2	3	4	15,696	140	2	3	4
	SG5		15,599	139	4	3	3	16,835	150	4	3	3	17,145	153	4	3	3	17,394	155	4	3	3
P405	TG2	132	18,148	137	3	3	5	19,586	148	3	3	5	19,947	151	3	3	5	20,236	153	3	3	5
	TG3		18,206	138	3	3	5	19,649	149	3	3	5	20,011	152	3	3	5	20,301	154	3	3	5
	TG4		17,116	130	3	3	4	18,473	140	3	3	5	18,812	143	3	3	5	19,086	145	3	3	5
	FG3		11,806	89	3	0	2	12,742	97	3	0	2	12,977	98	3	0	2	13,165	100	3	0	2
	FG5		11,606	88	3	0	2	12,526	95	3	0	2	12,756	97	3	0	2	12,941	98	3	0	2
	BG2		17,355	131	3	4	5	18,730	142	3	4	5	19,075	145	3	4	5	19,352	147	3	4	5
	BG3		17,178	130	3	4	5	18,539	140	3	4	5	18,880	143	3	4	5	19,155	145	3	4	5
	BG4		16,264	123	3	3	5	17,553	133	3	4	5	17,876	135	3	4	5	18,136	137	3	4	5
	BG5		18,120	137	4	3	5	19,556	148	4	3	5	19,916	151	4	4	5	20,205	153	4	4	5
	SG2		17,437	132	3	3	5	18,819	143	3	3	5	19,165	145	3	3	5	19,443	147	3	3	5
	SG3		17,424	132	3	3	5	18,805	142	3	3	5	19,151	145	3	3	5	19,429	147	3	3	5
	SG4		16,453	125	2	3	5	17,758	135	3	3	5	18,084	137	3	3	5	18,347	139	3	3	5
	SG5		18,233	138	4	3	3	19,678	149	4	3	3	20,040	152	4	3	3	20,331	154	4	3	3
P455	TG2	153	20,508	134	3	3	5	22,134	145	3	3	5	22,541	147	3	3	5	22,868	149	3	3	5
	TG3		20,574	134	3	3	5	22,205	145	3	3	5	22,613	148	3	3	5	22,942	150	3	3	5
	TG4		19,342	126	3	3	5	20,875	136	3	3	5	21,259	139	3	3	5	21,568	141	3	3	5
	FG3		13,342	87	3	0	2	14,399	94	3	0	3	14,664	96	3	0	3	14,877	97	3	0	3
	FG5		13,115	86	3	0	2	14,155	93	3	0	2	14,415	94	3	0	2	14,625	96	3	0	2
	BG2		19,612	128	3	4	5	21,166	138	3	4	5	21,555	141	3	4	5	21,869	143	3	4	5
	BG3		19,412	127	3	4	5	20,951	137	3	4	5	21,336	139	3	4	5	21,646	141	3	4	5
	BG4		18,380	120	3	4	5	19,836	130	3	4	5	20,201	132	3	4	5	20,495	134	3	4	5
	BG5		20,477	134	4	4	5	22,100	144	4	4	5	22,506	147	5	4	5	22,833	149	5	4	5
	SG2		19,705	129	3	3	5	21,266	139	3	3	5	21,658	142	3	3	5	21,972	144	3	3	5
	SG3		19,690	129	3	3	5	21,250	139	3	3	5	21,641	141	3	3	5	21,956	144	3	3	5
	SG4		18,593	122	3	3	5	20,067	131	3	3	5	20,436	134	3	3	5	20,733	136	3	3	5
	SG5		20,604	135	4	3	3	22,238	145	4	3	3	22,647	148	5	3	3	22,976	150	5	3	4
P505	TG2	173	22,698	131	3	3	5	24,497	142	3	3	5	24,948	144	3	4	5	25,310	146	3	4	5
	TG3		22,771	132	3	3	5	24,576	142	3	3	5	25,028	145	3	3	5	25,392	147	3	4	5
	TG4		21,408	124	3	3	5	23,104	134	3	3	5	23,529	136	3	3	5	23,871	138	3	3	5
	FG3		14,767	85	3	0	3	15,937	92	3	0	3	16,230	94	3	0	3	16,466	95	3	0	3
	FG5		14,516	84	3	0	2	15,666	91	3	0	2	15,955	92	3	0	2	16,186	94	3	0	2
	BG2		21,706	125	3	4	5	23,426	135	3	4	5	23,857	138	3	4	5	24,204	140	3	4	5
	BG3		21,485	124	3	4	5	23,188	134	3	4	5	23,615	137	3	4	5	23,958	138	3	4	5
	BG4		20,342	118	3	4	5	21,955	127	3	4	5	22,359	129	3	4	5	22,684	131	3	4	5
	BG5		22,663	131	5	4	5	24,460	141	5	4	5	24,910	144	5	4	5	25,272	146	5	4	5
	SG2		21,809	126	3	3	5	23,537	136	3	3	5	23,970	139	3	3	5	24,319	141	3	3	5
	SG3		21,792	126	3	3	5	23,520	136	3	3	5	23,952	138	3	3	5	24,300	140	3	3	5
	SG4		20,579	119	3	3	5	22,210	128	3	3	5	22,619	131	3	3	5	22,947	133	3	3	5
	SG5		22,805	132	5	3	4	24,612	142	5	3	4	25,065	145	5	3	4	25,429	147	5	3	4

PERFORMANCE DATA. FOR SKIRT AND HOUSE SIDE SHIELD OPTIONS, CONSULT FACTORY OR WEBSITE.

LED Package	Glass / Optic	System Watts	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P55S	TG2	193	24,807	129	3	3	5	26,773	139	3	4	5	27,266	141	3	4	5	27,662	143	3	4	5
	TG3		24,887	129	3	3	5	26,859	139	3	4	5	27,353	142	3	4	5	27,751	144	3	4	5
	TG4		23,397	121	3	3	5	25,251	131	3	3	5	25,716	133	3	3	5	26,089	135	3	4	5
	FG3		16,139	84	3	0	3	17,418	90	3	0	3	17,738	92	3	0	3	17,996	93	3	0	3
	FG5		15,865	82	3	0	2	17,122	89	3	0	2	17,437	90	3	0	2	17,690	92	3	0	2
	BG2		23,723	123	3	4	5	25,603	133	3	4	5	26,074	135	3	4	5	26,453	137	3	4	5
	BG3		23,481	122	3	4	5	25,342	131	3	4	5	25,809	134	3	4	5	26,184	136	3	4	5
	BG4		22,232	115	3	4	5	23,995	124	3	4	5	24,436	127	3	4	5	24,791	128	3	4	5
	BG5		24,769	128	5	4	5	26,732	139	5	4	5	27,224	141	5	4	5	27,620	143	5	4	5
	SG2		23,835	123	3	3	5	25,724	133	3	3	5	26,198	136	3	3	5	26,578	138	3	3	5
	SG3		23,817	123	3	3	5	25,705	133	3	3	5	26,178	136	3	3	5	26,558	138	3	3	5
	SG4		22,491	117	3	3	5	24,274	126	3	3	5	24,720	128	3	3	5	25,079	130	3	3	5
	SG5		24,924	129	5	3	4	26,899	139	5	3	4	27,394	142	5	3	4	27,792	144	5	3	4
P60S	TG2	215	27,208	127	3	4	5	29,364	137	3	4	5	29,905	139	3	4	5	30,339	141	3	4	5
	TG3		27,295	127	3	4	5	29,459	137	3	4	5	30,001	140	3	4	5	30,437	142	3	4	5
	TG4		25,661	119	3	3	5	27,695	129	3	4	5	28,204	131	3	4	5	28,614	133	3	4	5
	FG3		17,701	82	3	0	3	19,104	89	3	0	3	19,455	90	3	0	3	19,738	92	3	0	3
	FG5		17,400	81	3	0	2	18,779	87	4	0	2	19,124	89	4	0	2	19,402	90	4	0	2
	BG2		26,019	121	3	4	5	28,081	131	4	4	5	28,597	133	4	4	5	29,013	135	4	4	5
	BG3		25,754	120	3	4	5	27,795	129	4	4	5	28,306	132	4	4	5	28,718	134	4	4	5
	BG4		24,384	113	3	4	5	26,317	122	3	4	5	26,801	125	3	4	5	27,190	126	3	4	5
	BG5		27,166	126	5	4	5	29,319	136	5	4	5	29,859	139	5	4	5	30,293	141	5	4	5
	SG2		26,142	122	3	3	5	28,214	131	3	3	5	28,733	134	3	3	5	29,150	136	3	3	5
	SG3		26,122	121	3	3	5	28,193	131	3	3	5	28,711	134	3	3	5	29,128	135	3	3	5
	SG4		24,668	115	3	3	5	26,623	124	3	3	5	27,113	126	3	3	5	27,506	128	3	3	5
	SG5		27,336	127	5	3	4	29,502	137	5	3	4	30,045	140	5	3	4	30,481	142	5	3	4
P65S	TG2	247	30,354	123	3	4	5	32,760	133	4	4	5	33,363	135	4	4	5	33,848	137	4	4	5
	TG3		30,452	123	3	4	5	32,866	133	4	4	5	33,470	136	4	4	5	33,956	137	4	4	5
	TG4		28,629	116	3	4	5	30,898	125	3	4	5	31,466	127	3	4	5	31,923	129	3	4	5
	FG3		19,748	80	3	0	3	21,313	86	3	0	3	21,705	88	3	0	3	22,020	89	3	0	3
	FG5		19,412	79	4	0	2	20,951	85	4	0	3	21,336	86	4	0	3	21,646	88	4	0	3
	BG2		29,028	118	4	4	5	31,328	127	4	4	5	31,905	129	4	4	5	32,368	131	4	4	5
	BG3		28,732	116	4	4	5	31,009	126	4	5	5	31,580	128	4	5	5	32,039	130	4	5	5
	BG4		27,204	110	3	4	5	29,360	119	3	4	5	29,900	121	3	4	5	30,335	123	3	4	5
	BG5		30,308	123	5	4	5	32,710	132	5	4	5	33,312	135	5	4	5	33,796	137	5	4	5
	SG2		29,165	118	3	3	5	31,477	127	3	3	5	32,056	130	3	4	5	32,522	132	3	4	5
	SG3		29,143	118	3	3	5	31,453	127	3	4	5	32,032	130	3	4	5	32,497	132	3	4	5
	SG4		27,520	111	3	3	5	29,702	120	3	3	5	30,248	122	3	3	5	30,688	124	3	3	5
	SG5		30,497	123	5	3	4	32,914	133	5	3	4	33,520	136	5	3	4	34,007	138	5	3	4

LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use the factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F)

Ambient Temp.		Lumen Multiplier (by Performance Package)			
°C	°F	P10S, P15S, P20S, P20U, P25S, P25U, P30S, P30U, P35S, P40S, P45S & P50S	P55S	P60S	P65S
0	32	1.03	1.04	1.04	1.04
5	41	1.03	1.03	1.03	1.04
10	50	1.02	1.02	1.03	1.03
15	59	1.01	1.02	1.02	1.02
20	68	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00
30	86	0.99	0.99	0.99	0.99
35	95	0.99	0.98	0.98	0.98
40	104	0.98	0.97	0.97	0.97

PROJECTED LED LUMEN MAINTENANCE

Data references the extrapolated performance projections for the platforms noted in 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Lumen Maintenance - LLD (by Performance Package)									
Hours		0	25,000	36,000	50,000	60,000	67,500	75,000	100,000
Factor for:	P10S, P15S, P20S, P20U, P25S, P25U, P30S, P30U, P35S, P40S, P45S & P50S	1.00	0.95	0.94	0.91	0.90	0.89	0.88	0.84
	P55S	1.00	0.95	0.93	0.91	0.90	0.89	0.87	0.84
	P60S & P65S	1.00	0.95	0.93	0.90	0.89	0.87	0.86	0.82

FIELD ADJUSTABLE OUTPUT (AO option)

The data is the same for MVOLT & HVOLT.

Performance Package	FAO Position	% Lumen Output	% Wattage	Performance Package	FAO Position	% Lumen Output	% Wattage	Performance Package	FAO Position	% Lumen Output	% Wattage
P10S	8	100%	100%	P25U	8	100%	100%	P45S	8	100%	100%
	7	94%	94%		7	94%	94%		7	95%	94%
	6	80%	80%		6	81%	80%		6	82%	79%
	5	68%	68%		5	69%	68%		5	71%	67%
	4	55%	55%		4	56%	54%		4	58%	54%
	3	41%	42%		3	43%	41%		3	45%	41%
	2	28%	29%		2	30%	29%		2	31%	28%
	1	13%	15%		1	15%	15%		1	16%	14%
P15S	8	100%	100%	P30S	8	100%	100%	P50S	8	100%	100%
	7	94%	94%		7	94%	94%		7	95%	94%
	6	80%	80%		6	81%	80%		6	82%	79%
	5	68%	68%		5	69%	67%		5	71%	67%
	4	55%	55%		4	56%	54%		4	59%	54%
	3	42%	42%		3	43%	41%		3	45%	41%
	2	28%	29%		2	30%	28%		2	32%	28%
	1	14%	15%		1	15%	15%		1	16%	14%
P20S	8	100%	100%	P30U	8	100%	100%	P55S	8	100%	100%
	7	94%	94%		7	94%	94%		7	95%	94%
	6	81%	80%		6	81%	80%		6	83%	79%
	5	69%	68%		5	70%	67%		5	72%	67%
	4	56%	54%		4	57%	54%		4	59%	54%
	3	42%	41%		3	44%	41%		3	46%	41%
	2	29%	29%		2	30%	29%		2	32%	28%
	1	14%	15%		1	15%	15%		1	17%	14%
P20U	8	100%	100%	P35S	8	100%	100%	P60S	8	100%	100%
	7	94%	94%		7	94%	94%		7	95%	94%
	6	81%	80%		6	81%	79%		6	83%	79%
	5	69%	68%		5	70%	67%		5	72%	67%
	4	56%	55%		4	57%	54%		4	60%	54%
	3	43%	42%		3	44%	41%		3	47%	41%
	2	29%	29%		2	30%	28%		2	33%	28%
	1	15%	15%		1	15%	15%		1	17%	14%
P25S	8	100%	100%	P40S	8	100%	100%	P65S	8	100%	100%
	7	94%	94%		7	95%	94%		7	95%	94%
	6	81%	80%		6	82%	79%		6	84%	79%
	5	69%	67%		5	70%	67%		5	73%	67%
	4	56%	54%		4	57%	54%		4	61%	53%
	3	43%	41%		3	44%	41%		3	48%	40%
	2	29%	28%		2	31%	28%		2	33%	28%
	1	15%	15%		1	16%	15%		1	18%	14%



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX B

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

**GENERAL CONDITIONS TO
CONSTRUCTION SERVICES CONTRACT
WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT ("DISTRICT")**

Article 1 GENERAL PROVISIONS

1.1 The Contract

The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification signed by authorized representatives of both parties.

1.2 The Contract Documents

The Contract shall consist of these General Conditions, a signed Purchase Order issued by the District, a signed accepted bid or proposal, drawings, shop drawings, specifications, schedule and addenda, as applicable (collectively, the "Contract Documents"). The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Where there is conflict in provisions between general provisions in individual contract documents, the terms and conditions of these General Conditions shall control. In case of any conflict in provisions in the individual contract documents that are specific to the Work, (e.g., specifications, deadlines, etc.), the most stringent specification and earliest deadlines shall govern.

1.3 The Ownership of Contract Documents

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

Article 2 THE DISTRICT

2.1 Duties

The District shall provide any site information in its possession related to the construction site. Except for Permits as defined in Section 3.8 below, the District shall obtain and pay for all necessary approvals, easements, special assessments and charges. The furnishing of any information by the District shall not relieve Contractor of any duty under the Contract Documents. Contractor shall notify the District within three (3) business days following discovery of any discrepancy between the information provided and actual site conditions. Failure to notify the District within such time shall constitute a waiver of any claim relating to the condition so discovered.

2.2 Right To Stop Work

If Contractor fails to correct Work that is not in accordance with the Contract Documents, or has failed to carry out Work in accordance with the Contract Documents, the District may direct Contractor in writing to stop the Work, or any part thereof, until the correction is made.

2.3 Right To Carry Out The Work

If Contractor neglects or fails to carry out the Work in accordance with the Contract Documents, after written notice as set forth in Section 10.7 hereof, in addition to any other rights the District has, the District may enter into contracts with other parties to complete, repair or replace the incomplete or defective Work, and may deduct from payments then or thereafter due Contractor the cost of correcting the deficiencies, including compensation for additional architectural services, legal fees, and other expenses that may be made necessary by the default of Contractor. If payments then or thereafter due Contractor are not sufficient to cover the costs of correcting the deficiencies, Contractor shall pay the District the difference no later than ten (10) days after the District's demand. Any amount not paid by Contractor when and as due shall be subject to interest at the rate of 18% per annum from the due date.

Article 3 CONTRACTOR

3.1 Duties

Contractor shall be responsible for providing all labor and materials as set forth on the accepted bid/proposal and in the Contract Documents (Work). Unless specifically excluded from the scope of the Work, Contractor shall be responsible for paying for all labor, materials, tools, utilities, transportation, as well as taxes thereon, and other facilities and services necessary to properly complete the Work. Execution of this agreement by Contractor is a representation that Contractor has studied the Contract Documents, visited the site, become familiar with the local conditions, and verified the grades, dimensions, elevations, and locations of existing conditions at the site.

3.2 Subcontracts and Subcontractors

Contractor shall contract with subcontractors as Contractor deems necessary for completion of the Work, and shall be responsible for the Work performed by such subcontractors as though the Work was performed by Contractor. Contractor shall provide advance written notice to the District of selected subcontractors. The District will provide in writing any reasonable objection to the subcontractors. The foregoing notwithstanding, the District shall have no responsibility for the acts, omissions or breach of contract of any subcontractor. Every Subcontract shall require the Subcontractor to be bound by the terms of the Contract Documents, and to assume to the Contractor all obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor assumes herein to the District. Contractor shall require its subcontractors and vendors to provide similar insurance as required and include the District, any mortgagee, and the Project Administrator, and their respective successors, as additional insured and hold such parties harmless for their negligence.

3.3 Supervision

The Contractor shall be responsible for all means and methods of construction of the Work, and shall supervise and direct its own employees and all subcontractors, using its best skill and attention. Contractor shall be responsible for ensuring the Work, including the Work performed by all subcontractors, strictly complies with the Contract Documents.

3.4 Coordination

Certain portions of the Work may be completed by contractors hired directly by the District. Contractor shall be responsible for coordinating its Work on the Project, including coordinating deliveries, storage, installations, and use of utilities with such contractors.

3.5 Safety and Security

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including all applicable safety laws, standards, rules and regulations, and shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent injury to, or loss to all persons, the Work, materials, equipment, and other property at the site or adjacent thereto. Contractor shall, in the performance of its duties, be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law or in conjunction with any governmental authority. Contractor shall promptly report to Project Administrator and the District all accidents arising out of or in connection with the performance of the Work, giving full details including statements of witnesses. Contractor shall promptly remedy any damage, injury or loss to property, as well as any condition posing undue threat of damage, injury or loss, at the site caused by the Contractor, subcontractors, or anyone else directly or indirectly associated with such condition. Contractor shall secure the construction site, limiting access to authorized personnel only. The use of a drone anywhere on the ballpark site or within the ballpark facility requires prior written consent from the District, which may be withheld in the District's sole discretion and may be limited to specific date(s) and time(s) of use.

3.6 Quality

Unless specifically provided in the Contract Documents, all materials incorporated into the Work shall be new and meet the specifications for the Project. Upon the District's request, Contractor shall promptly provide the product labels and delivery slips for materials incorporated into the Work.

3.7 Warranty

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

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

3.8 Permits

Contractor shall pay for and obtain all building permits, governmental fees, licenses and inspections necessary for proper completion of the Work (collectively, "Permits"). Contractor shall give all required notices to all governmental agencies having jurisdiction over the Work.

3.9 Hot Work

Contractor acknowledges and agrees that if any Hot Work (any operation involving open flames or producing heat and/or sparks conducted outside a Hot Work Designated Area) is required as part of the Work, a Hot Work Permit provided by FM Global will be required prior to commencement of any Hot Work. Contractor further acknowledges and agrees that it will be required to either: (1) bring a completed Hot Work Permit to American Family Field, or (2) complete a Hot Work Permit at American Family Field on the date which Work is to be provided.

3.10 Construction Site Pollution Control

Prior to any land disturbance Work commencement, Contractor shall supply an erosion and sediment control plan, details, notes, and necessary sequencing plan to the District that Contractor shall implement to comply with the Construction Site Erosion & Sediment Control Standards applicable to the Work. The plan shall outline all necessary DNR approved technical standards related to erosion/sediment control and/or storm water management that the Contractor will implement, maintain, and inspect as required throughout the duration of construction until final restoration (as needed) is achieved. The Contractor shall be responsible for the proper design; and the Contractor shall be responsible for the proper installation, inspection and repair/maintenance of the erosion/sediment control measures and/or storm water management measures and shall document records of inspections (on DNR inspection reports:

<http://dnr.wi.gov/topic/stormwater/construction/forms.html>) and records of repair/maintenance activities in daily logs during the Work in accordance with ch. NR 151 and ch. NR 216, Wisconsin Administrative Code. The inspection reports and repair/maintenance logs shall be kept on-site in an accessible location along with the approved erosion and sediment control plan, details, notes and sequencing plan.

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

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

3.11 Schedule

If indicated in the Signed Purchase Order or as otherwise required by the Contract Documents, before it starts construction, Contractor shall provide to the District and obtain the District's approval of a schedule of performance of the Work, showing the critical path and milestones for completion of the Work according to the Contract Documents. The District shall note any deficiencies in scheduling prior to accepting the schedule.

3.12 Clean-Up

Contractor shall keep the premises and surrounding area free from debris and trash related to the Work. Contractor shall be responsible for daily clean-up of construction materials, debris and dust control. Upon completion of the Work, Contractor shall provide a final clean-up of all surfaces.

3.13 Indemnity

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

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

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

Article 4 PROJECT ADMINISTRATOR

The District's Project Administrator, or such other person or entity designated by the District ("Project Administrator"), will provide administration of the Contract. The Project Administrator will visit the site at regular intervals, and based upon the observations made, will evaluate Contractor's invoice and certify the amount due. The Project Administrator will have the authority to reject non-conforming or defective Work. The Project Administrator will promptly interpret and advise concerning the Contractor's performance of the requirements of the Contract Documents.

Article 5 TIME AND SCHEDULE

TIME IS OF THE ESSENCE as to completion of the Work according to the Contract Documents. If Contractor is delayed at any time in the progress of the Work, the time for performance may be extended by a revised Purchase Order approved by the District in its sole discretion. Contractor shall give notice of the delay within five (5) days of the occurrence giving rise to the delay, stating the period of time the occurrence is expected to continue. No other extensions of time shall be approved. The date of commencement of the construction ("Commencement Date") and the date upon which Contractor shall achieve Substantial Completion ("Substantial Completion Date") are set forth in the Purchase Order.

Article 6 COSTS, PAYMENT AND COMPLETION

6.1 Contract Sum

The Contract Sum is the total amount payable by the District to the Contractor for the full and complete performance of the Work under the Contract Documents. Without limitation, the Contract Sum includes: (i) all subcontractors' Work (including any mark-up on subcontractors' Work); (ii) all self-performed work; (iii) the costs of all materials and supplies; (iv) the costs of all equipment; (v) all labor necessary to perform the Work; (vi) the costs of all bonds and insurance required to be furnished and/or provided by Contractor under the Contract Documents; (vii) the costs of all Permits; (viii) any and all other direct or indirect costs; and (ix) Contractor's fee, profit and/or recoverable overhead. As indicated in the Purchase Order, the Contract Sum shall either be in the form of a "Lump Sum", "Actual Cost - Not to Exceed" (which Contractor shall submit to the District), or such other method of payment as agreed upon by the District and Contractor.

6.2 Invoicing

Contractor shall submit invoice(s) to the District that shall be on a form acceptable to the District. Each invoice shall be supported by work logs and other data substantiating the Contractor's right to payment. Contractor shall submit with each invoice a conditional waiver and release of lien for the Contractor and for each subcontractor and material supplier who has furnished labor, equipment, materials, or services to the Project for the period covered by the invoice. The Project Administrator will review the invoice as set forth in Article 4 above, and will authorize payment as long as there are no outstanding liens or claims and so long as the Work has been performed in accordance with the Contract Documents. Contractor shall further warrant that, upon submittal of an invoice: (i) title to all Work covered by the invoice will pass to the District no later than the time of payment; and (ii) all Work for which invoices have previously been paid by the District shall be paid to all subcontractors to whom payments are due and that the Project is free and clear of any and all liens, claims, security interests or other encumbrances adverse to the District. All invoices will be delivered via email and are due net 30 days from of the District's receipt of the invoice, including all required supporting documentation, except for any amounts disputed by the District in good faith. The parties shall seek to resolve all such

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

6.3 Progress Payments

Neither the District nor the Project Administrator shall be responsible for direct payment of any monies to subcontractors or material suppliers. Issuance of a Certificate for Payment, or occupancy or use of the Project by the District, shall not constitute acceptance of Work that is not in conformance with the requirements of the Contract Documents. Notwithstanding the above, the District reserves the right to make payments in the event of any default by the Contractor to any subcontractor in such amount as the District determines necessary to protect the District's interests from lien or other claim. Payment of any such amounts directly to a subcontractor shall be credited against amounts otherwise due Contractor.

6.4 Substantial Completion

Substantial Completion occurs when the Work is sufficiently complete in accordance with the Contract Documents such that the District can occupy or use the Work for its intended purpose and when all required occupancy permits have been issued and delivered to the District. Upon Substantial Completion, as determined by the Project Administrator, the District shall make payment, excepting only such Work as required to complete the punch list. When Contractor Substantially Completed the Work in all material respects, Contractor shall notify the District in writing of such completion. Contractor shall promptly meet with the District after the date of Contractor's notice of its completion of the Work to inspect the premises and prepare with the District a "punch list" of corrections of construction that are required to cause any applicable portion of the Work to conform with the Contract Documents in all material respects. Contractor shall within fifteen (15) days cause all items on the punch list to be completed or remedied.

6.5 Final Completion

Upon receipt of a final invoice, the Project Administrator will inspect the Work, and if the Project Administrator finds the Work acceptable and the Contract fully performed, will approve final payment. Final payment shall not become due until the Contractor submits to the District release and final lien waivers satisfying all obligations, claims, security interests, or other encumbrances arising out of the Contract, together with all warranties, guarantees, record documents including all drawings, plans, specifications, maintenance manuals, or other documents provided by the Contractor or material suppliers. Acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor except those previously made in writing and unsettled as of the time of the final invoice submittal.

Article 7 CHANGES IN THE WORK

Changes in the Work shall be accomplished only through a revised Purchase Order. Contractor shall provide documentation justifying the adjustment to the Contract Sum before commencement of any Work specified in the revised Purchase Order. Any request for an extension of Contract Time shall be accompanied by a revised schedule for performance of the Work, showing both the original schedule and revisions, as well as the effect of the requested extension. Contractor shall not be entitled to compensation for additional work performed prior to receipt of a fully executed revised Purchase Order, which shall be at the District's sole discretion.

Article 8 INSURANCE AND BONDS

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

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

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

Article 9 TERMINATION

9.1 Termination By Contractor

Contractor may terminate the Contract upon occurrence of any of the following:

1. issuance of a court or other public authority order stopping all Work;
2. an act of government declaring all Work is to stop; or
3. failure of the District to make payment upon an invoice validly approved by the Project Administrator within thirty (30) days of approval, which failure continues for a period of seven (7) days after written notice from Contractor to the District.

Upon such termination, the Contractor shall be compensated for all Work completed to the date of termination. Contractor shall not be entitled to any anticipated profits, consequential damages, or mobilization expenses.

9.2 Termination By the District For Cause

The District may terminate the Contract if the Contractor:

1. repeatedly (more than 1 time) refuses or fails to adequately supply properly skilled labor or materials;
2. fails to make payments to subcontractors for materials or labor in accordance with the respective subcontract agreements;
3. disregards laws, ordinances, rules regulations or orders of any public authority having jurisdiction over the Project;
4. breaches any provision of the Contract Documents;
5. becomes insolvent; or

6. becomes the subject of a bankruptcy filing, a receivership, voluntary or involuntary, a composition or any other proceeding designed for the benefit of creditors generally or specifically that is not dismissed within 60 days of filing.

Without regard to the remedies at law or as stated herein, after a seven (7) day notice to Contractor of any cause set forth above, the District may terminate the Contract and exercise its rights as set forth within Article 2 herein. The District may terminate the Contract immediately in the event subpart 5 or 6 above becomes applicable.

9.3 Termination By The District For Convenience

Notwithstanding any other provision to the contrary in the Contract Documents, the District may terminate the services of the Contractor and the Work by giving Contractor seven (7) days prior written notice. In such event, the Contractor shall be entitled to payment for all Work completed, but for no other compensation or damages.

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

9.4 Suspension By The District

The District may order the Contractor to suspend, delay or interrupt the Work for a period of time as the District may direct. In such event, the Contract Sum and Contract Time shall be adjusted if necessary pursuant to the provision of Article 7 herein.

9.5 No Suspension by Contractor

Under no circumstances shall the Contractor suspend the Work without the prior, written consent of the District, which may be withheld in the District's sole discretion.

Article 10 MISCELLANEOUS PROVISIONS

- 10.1 **Applicable Law.** The Contract is entered into and shall be interpreted in accordance with the laws of the State of Wisconsin, without regard for conflict of laws principles.
- 10.2 Any legal suit, action, or proceeding arising out of or related to the Contract or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties hereby waive any claims or defenses that venue in such jurisdiction is inappropriate, inconvenient or wrongful. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 10.3 If any term or provision of the Contract is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 10.4 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 10.5 Except as set forth herein, this Agreement shall be binding upon all successors and heirs of the respective parties. The foregoing notwithstanding, other than the right to subcontract the Work, the Contractor may not assign the Contract Documents to any third party without the prior written consent of the District, which the District may withhold in its absolute discretion.
- 10.6 Remedies
- In addition to all rights and remedies available under law, the District may set off any and all damages for which Contractor is liable under the Contract Documents. The prevailing party in any dispute between the District and Contractor shall be awarded its costs and expenses, including reasonable attorney's fees.
- 10.7 Notice
- All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid or when actually received. Such communications must be sent to the respective parties at the last known registered address of such party (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.7).
- 10.8 The Contract may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, the Contract shall be deemed to have been fully executed and each counterpart shall be deemed to be an original and all counterparts taken together shall be one and the same Contract. The Contract may be signed by e-mailed or other electronic signatures (e.g., DocuSign) and e-mail or such other electronic signatures hereon shall be deemed originals for all purposes.
- 10.9 Each party signing the Contract, including these Terms and Conditions, represents and warrants: (i) they have read and understand the Contract; (ii) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder, and (iii) when executed and delivered by such party, the Contract will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

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

Article 11 DISPUTE RESOLUTION

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

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

Article 12 DEFINITIONS

12.1 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

12.2 The Project

The “Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

EXHIBIT A

A. Commercial General Liability – Occurrence Basis (including equipment overload):

	Limits
General Aggregate (per project)	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

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

B. Business Auto Liability – All Autos including Hired, leased, and Non-Owned Autos:

Bodily Injury & Property Damage-Combined Single Limit	\$1,000,000
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C. Worker's Compensation and Employers Liability:

Workers Compensation	Statutory
Employers Liability	
Bodily Injury by Accident (each accident)	\$1,000,000
Bodily Injury by Disease (policy limit)	\$1,000,000
Bodily Injury by Disease (each employee)	\$1,000,000

D. Excess or Umbrella Liability:

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

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

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

F. Pollution Liability – Applicable if your work involves the use, disposal or transportation of pollutants or other hazardous materials:

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

G. Contractor's Equipment – All Contractors will be responsible for insuring their own equipment. The District will bear no responsibility for equipment used, rented or leased by contractors on or off-site. If cranes are used, Contractors should be certain to obtain special endorsements for loss by exceeding lifting capacity (i.e., overload). Contractors shall procure All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Contractor for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Contractor agrees to waive its carrier's right of subrogation against the Additional Insureds.

H. Rigger's & Erector's Liability – If your work involves rigging or erecting, special liability limits are required:

Each Occurrence	\$20,000,000
Aggregate	\$20,000,000

- I. Additional Insured:** The Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, L.P. shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies. Contractors shall also require that each of its subcontractors name the Additional Insureds as additional insureds on the subcontractors' Commercial General Liability, Commercial Automobile and Umbrella Liability policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations.
- J. Certificate of Insurance:** The District shall receive a Certificate of Insurance evidencing compliance with these insurance requirements prior to commencing any work, and a renewal Certificate of Insurance prior to the expiration or cancellation of any policy. However, the District permitting Contractor to commence Work prior to District's receipt of the required certificate of insurance shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by the Contractor shall not relieve or decrease in any manner the liability of the Contractor under this Contract.
- K. Coverage Term:** All insurance must remain in force for the duration of the project and three years following project completion.
- L. A.M. Best Rating:** All insurers must be rated A- or better by A.M. Best & Company.



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX C

Current 2025 Milwaukee Brewers Baseball Schedule



2025 SCHEDULE

● 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



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ADDRESS: 1 BREWERS WAY, MILWAUKEE WI 53214

E-MAIL: CONTACT@WIBASEBALLDISTRICT.COM

PHONE: (414) 902-4040

DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

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

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

YES!

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

NO

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

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

YES!

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

NO

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

Using a Diverse Firm

OR

Not Using a Diverse Firm

Utilization Plan

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

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

Wisconsin Professional Baseball Park District Diversity Contracting Program

Adopted: June 9, 2020

Program Overview

The Wisconsin Professional Baseball Park District (the “District”) is a special district that is a body corporate and politic, and a local governmental unit, separate and independent of the State of Wisconsin. Under Sec. 229.67, Wis. Stats., the jurisdiction of the District includes Milwaukee, Racine, Waukesha, Washington, and Ozaukee Counties (collectively, the “Jurisdiction”). The following policies and procedures (the “Program”) will be utilized for the inclusion of Diverse Firms in ongoing completion of improvements to the District’s baseball park facilities (“Improvement Projects”), as well as in its needs for professional, administrative and operations services (“Service Projects”) for the District (collectively, the “Operations”).

It is the District’s intent to utilize Contractors reflective of the diversity of its entire Jurisdiction. The District, therefore, notifies all Contractors that no one will be discriminated against in the awarding of any Operations contract on the grounds of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status.

While the District has no statutory obligation mandating participation in its Operations contracting, the District’s policy will be to enforce full, good faith compliance with this Program by all Contractors, and to provide Diverse Firms a meaningful opportunity for substantive participation in ongoing District Operations. This Program has been designed to promote and encourage open competition and participation in Operations activities and to enhance opportunities for Diverse Firms to successfully compete in Operations contracting.

It is the intent of this policy to widen opportunities for participation, increase competition, and establish procedures designed to assure Diverse Firms access to information and opportunities available to all Vendors. It is not the policy of the Wisconsin Professional Baseball Park District or its Board of Directors to provide information or other opportunities to Diverse Firms that will not be available to all other business enterprises.

Vendor commitments to District

Vendors shall take all reasonable steps necessary to ensure that Diverse Firms have a full and fair opportunity to compete for the performance of contracts. As a condition of submitting a bid or proposal, each Vendor hereby agrees to:

1. not discriminate against any person or business on the basis of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status;
2. ensure that Diverse Firms have fair opportunity to compete for and substantively perform with them in completing contracts;
3. commit best efforts to meet Diverse Firm procurement and contracting goals (inclusive of all accepted alternates, actual allowance values, change orders, modifications and amendments) through Diverse Firms’ participation; and
4. acknowledge that they have not required Diverse Firms to engage in exclusive relationships with them as a condition to their participation in the bid or proposal.

The District places all Vendors on notice that the District will not hire those that engage in restraint of trade or attempts to monopolize utilization of Diverse Firms.

Diverse Firm Participation Level Goal

It is the goal of the District to provide an equal opportunity for Diverse Firms to participate in the performance of contracts. For qualifying Operations, the District will maintain goals that:

- 10% of the aggregated dollar value of Service Projects, and
- 15% of the aggregated dollar value of Improvement Projects contracts awarded on District Operations shall be made to Diverse Firms (collectively, the “Participation Level”).

A Diverse Firm is a firm fulfilling at least one of the following:

- Maintains one or more of the socio-economic status certifications from a federal, state or local government agency or by a third-party certifier (Minority Supplier Diversity Council, National Women Business Owners Corporation, Disability: IN, National LGBT Chamber of Commerce, etc.) including, but not limited to the following:
 - Disabled-Owned Business Enterprise (DOBE)
 - Disadvantaged Business Enterprise (DBE)
 - Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE)
 - Minority-Owned Business Enterprise (MBE)
 - Service -Disabled Veteran-Owned Small Business (SDVOSB)
 - Small Business Enterprise (SBE)
 - Women-Owned Business Enterprise (WBE)
 - Veteran-Owned Small Business Enterprise (VOSB)
 - Historically Underutilized Business Zone (HUBZone)
 - 8(a) Business Development Program (8(a))
- Maintains a physical business location in an Economically Distressed Community.
- Can produce other documentation verifying it qualifies as a Diverse Firm. This is designed to cover sole proprietorships, small partnerships, closely held corporations and companies that do not have the resources to seek a governmental or third-party certification.

The District and Contractors will use best efforts to utilize Diverse Firms that have provided written evidence confirming their status as a Diverse Firm for their performance of Operations contracts consistent with the District’s Participation Level goals. No credit will be given for the dollar value of materials, equipment, supplies and/or services provided by a Diverse Firm that operates as a pass-through broker. The District reserves the right to set specific Diverse Firm percentage goals for each Operations project bid package, based on availability of Diverse Firms to perform the work necessary for the project.

Process

Reasonable efforts will be made by the District and Vendors to seek out Diverse Firms for the procurement of goods or services and, in particular, Diverse Firms from the Jurisdiction.

Bidding process

In submitting a bid/proposal, Vendors shall comply with the following submittal requirements. Failure to submit complete information and/or provide documents in accordance with this section shall entitle the District to reject the Vendor’s bid/proposal as non-conforming.

Vendors that are Diverse Firms must submit written evidence confirming their status as a Diverse Firm.

Vendors that are not themselves a Diverse Firm must submit with their bid/proposal to the District a sworn statement committing them to use specific, listed Diverse Firms if their bid is accepted (a “Utilization Plan”). Except in cases where the bidder/proposer has submitted an Exemption Certification in accordance with this Program, the Diverse Firm Utilization Plan must commit to the expenditure of a specific dollar amount or percentage of final contract amount of participation by each such Diverse Firm included in the Utilization Plan.

The Utilization Plan may include a reduction or exemption request, supplying information as required in this Policy.

Process after the contract is awarded

Upon approval and award of a contract, the Contractor will maintain the Participation Level approved in its contract, as may be amended from time to time in writing by the District, during Contractor's performance of the Operations work or services.

If the contract includes a Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. Failure to submit the required form to the District may result in delay of payments.

Any changes in the qualifying status of the Diverse Firm under this program shall be reported to the District immediately.

The District shall be entitled to request, and the Contractor will submit to the District, a copy of its executed Diverse Firm subcontract within fifteen (15) days after the District makes a written request.

If, during the performance of an Operations contract, the Contractor is not in compliance with the Participation Level approved in its contract, fails to provide adequate documentation of compliance, or submits any documentation regarding a Diverse Firm that contains false, misleading or fraudulent information, the District may take one or more of the following actions:

1. Withhold payments on the contract and/or pay Contractor's subcontractors directly while withholding overhead and profit of the Contractor.
2. Terminate the Contractor's contract, in whole or in part, for cause.
3. Deny participation on other portions of the Operations and/or in any future contracts awarded by the District.
4. Any other remedy available to the District at law or in equity.

If any document or statement submitted to the District or Contractor by a Diverse Firm contains false, misleading or fraudulent information, the District will require the Contractor to terminate the Diverse Firm and make reasonable efforts to identify and engage a qualified Diverse Firm as its replacement.

Exemption Certification

The District and Vendors will make every effort to include as much Diverse Firm participation as possible. However, if any of the following criteria identified below are met, the project/contract dollars or portion of a project/contract dollars will be exempt from Participation Level goals.

1. The procurement of insurance and office necessities, including, but not limited to, software, hardware, and technology, or other services and the payment of government-imposed fees, taxes, and permitting.
2. The procurement of materials, labor, equipment or goods uniquely designed for the needs of the baseball park facility.
3. The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
4. Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

If any of the criteria in categories 2 – 4 above are met, the Vendor is responsible for submitting the Exemption Certification form, a Certification of Good Faith Effort and, if requested by the District, supporting documentation which demonstrated the identified Good Faith Efforts attempted. The supporting documentation may include e-mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc.

demonstrating the lack of response, or detail justifying why the Diverse Firm respondents were not capable of performing the work or that the costs were excessive.

Definitions

In addition to those definitions set forth elsewhere in this document, when used in this Program, the following terms (whether used in singular or plural tense) shall have the meanings identified below:

Bid / Proposal: Offer to provide goods and/or services for a specified price.

Contractor: All construction contractors and Service Providers hired directly by the District for any Improvement Projects and/or any Service Projects related to the Operations.

Economically Distressed Community: A geographic area within an “At Risk” or “Distressed” zip code as identified by the Distressed Communities Index (DCI) or an equivalent database.

Participation Levels: The percentage level goals for aggregate participation of Diverse Firms established within this Program.

Reasonable efforts/ good faith efforts: All commercially reasonable efforts necessary and practicable to increase the opportunities available in order to meet the applicable Diverse Firm Participation Levels.

Service Provider: Any architect, engineer, surveyor, environmental analyst, developer, legal, accounting and audit, marketing/public communications or other professional service consultant, including District management and administrative staff, retained to perform services related to the Operations.

Vendor: A person or company offering the District a good and/or service for sale.

Forms

- Diverse Firm Utilization Plan (submitted with Vendor Bid/Proposal)
- Diverse Firm Utilization Form (submitted with Contractor invoices or pay applications)
- Exemption Certification (submitted with Vendor Bid/Proposal, if necessary)
- Certification of Good Faith Effort (submitted with Vendor Bid/Proposal, if necessary)

Wisconsin Professional Baseball Park District Diverse Firm Utilization Plan

Purpose: Please complete this form and return with your bid/proposal. Complete a section for each Diverse Firm anticipated to contribute to the project.

Diverse Firm Name		Contact Name	
Diverse Firm Address			
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm
Brief description of work to be performed by the Diverse Firm			

Diverse Firm Name		Contact Name	
Diverse Firm Address			
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm
Brief description of work to be performed by the Diverse Firm			

Diverse Firm Name		Contact Name	
Diverse Firm Address			
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm
Brief description of work to be performed by the Diverse Firm			

Signature

Title

Typed or Printed Name

Date

**Wisconsin Professional Baseball Park District
Diverse Firm Utilization Form**

Purpose: When a contract includes a Diverse Firm Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. For questions, please contact Lisa Wozny at (414) 902-4043 or lwozny@wibaseballdistrict.com.

Company Name	
P.O. #	

Diverse Firm Name	
Services provided by Diverse Firm	
Amount Paid to Diverse Firm	

Diverse Firm Name	
Services provided by Diverse Firm	
Amount Paid to Diverse Firm	

Signature

Title

Typed or Printed Name

Date

Wisconsin Professional Baseball Park District Exemption Certification

To request an exemption, please initial and date the box to the left of the applicable category, identify the qualifying whole project or phase of project, and record the dollar amount associated with each applicable section.

Please submit a "Certification of Good Faith Effort" form, if the cost to utilize a Diverse Firm would be unreasonably higher, there were no Diverse Firms which responded, or there were Diverse Firms which responded but were not capable of performing the work requested.

<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	Category 2	Identify whole project or applicable portion of project.	Dollar Amount
	Materials, labor, equipment or specialized goods unique for the needs of the baseball park facility.	<input type="checkbox"/> Entire project.	
		<input type="checkbox"/> Portion(s) of project Description:	
		<input type="checkbox"/> Portion(s) of project Description:	
		<input type="checkbox"/> Portion(s) of project Description:	
	<input type="checkbox"/> Portion(s) of project Description:		

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

<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	Category 4	Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

Signature

Title

Typed or Printed Name

Date

Wisconsin Professional Baseball Park District Certification of Good Faith Effort

By submitting the signed, the Vendor certifies that the Vendor took the following steps to attempt to obtain sufficient Diverse Firm participation to achieve the Participation Level goals.

Upon request, the Vendor shall also submit documentation which demonstrates the identified Good Faith Efforts attempted. Documentation includes, but is not limited to, e-mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc.

Initial and date the box to the right of each effort that was undertaken.

Good Faith Efforts	Initial
Delivered written notice of subcontracting opportunities on eligible contracts to the appropriate and industry-specific Diverse Firms.	
Utilized local or targeted newspapers, periodicals and diverse firm focused associations and websites for notice purposes regarding subcontracting opportunities.	
Responded to requests for information from Diverse Firms regarding the bid / proposal.	
Divided tasks within the eligible contract, in accordance with normal industry practice, into small, economically feasible segments that can be performed by Diverse Firms.	
Developed internal management policies and procedures within the company that are designed to assist in achieving Diverse Firm participation on contracts.	
Attempted to negotiate, in good faith, with a Diverse Firm to provide goods or services related to this contracting opportunity.	
Documented and maintained accurate and accessible records of such Good Faith Efforts to utilize Diverse Firms.	
Ensured that written notices contain the following:	
<ul style="list-style-type: none"> adequate information about the plans, specifications, and relevant terms and conditions of the contract and about the work to be subcontracted to, or the goods to be obtained from, subcontractors and suppliers; a contact person with the proposer's office to answer questions; information regarding the proposer's bonding and insurance requirements; and the last date for receipt by the proposer of Diverse Firm price quotations. 	
OTHER:	

Signature

Title

Typed or Printed Name

Date