WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT
ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 EMAIL: CONTACT@WIBASEBALLDISTRICT.COM PHONE: (414) 902-4040

REQUEST FOR PROPOSALS

FOR

HELFAER FIELD RENOVATIONS

ADDENDUM #2

Date: December 4, 2025

UPDATED RFP Bid Due Date:

Bids are due by 5:00 PM (CT) on **December 11, 2025**.

UPDATED Appendix B – Wisconsin Professional Baseball Park District standard General Conditions to Construction Services Contract:

This document (attached) has been updated to address liquidated damages, delays and extensions of time, and adverse weather conditions. The additions (Sections 10.13, 10.14, and 10.15) to the contract have been highlighted in yellow for Bidding Contractor's reference.

UPDATED Bid Form:

The bid form (attached) has been updated to require both field removal and preparation and new field installation as one bid. This work will be contracted with a single Contractor to ensure proper coordination.

APPENDIX B

UPDATED

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 ("**General Terms and 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 Terms and 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.

The accompanying request for proposal and Work shall be at all times in accordance with and subject to these General Terms and Conditions. The Contract expressly limits Contractor's acceptance to these General Terms and Conditions. These General Terms and Conditions prevail over any terms and conditions contained in any other documentation and expressly exclude any of Contractor's general terms and conditions or any other document issued by Contractor in connection with the Contract.

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 Milwaukee Brewers Baseball Club, Limited Partnership (the "**Brewers**") (collectively, "**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 3.9 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.

3.6 Drone Use

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

3.7 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.

3.8 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 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 3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 Schedule

If indicated in the 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.

3.13 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.

3.14 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the District, the Project Administrator, 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 3.11 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 3.14 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 3.14 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 ("**Contract Sum**"). 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. No increase in the Contract Sum is effective, whether due to changes or increases in law or taxes, any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concesstions, increased material, labor, transportation costs or otherwise, without the prior written consent of the District. The District reserves the right to terminate the Contract if it does not consent to any price increase by Contractor.

6.2 Invoicing

Contractor shall timely 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 must be received no later than ninety (90) days after completion of Work covered in the invoice. Stale charges (more than ninety (90) days old) will not be accepted. Invoices 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 termiate 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 RELTATING 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, the Contract and these Terms and Conditions 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 to the Contract, including these General 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.

10.12 Notwithstanding anything herein to the contrary, if the Contract (a) requires payment by the District in excess of $200,000 or (b) imposes liquidated, delay or similar damages on the Contractor for failure to meet contractual deadlines, then the parties hereby designate the Milwaukee Brewers Baseball Club, Limited Partnership as a third-party beneficiary, entitled to enforce its rights as if it were a party hereto. Except as set forth in the immediately foregoing sentence, the Contract is for the exclusive benefit of the parties hereto and not for the benefit of any other person, and the Contract shall not be deemed to have conferred any rights, express or implied, upon any other person unless otherwise expressly provided herein.

10.13 Liquidated Damages

Liquidated damages of $1,000 per day will apply if the project is not complete by June 1, 2026.

10.14 Delays and Extensions of Time

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, (2) by changes ordered in the Work; (3) by labor disputes, fire, adverse weather conditions documented in accordance with Section 10.15; (4) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract

Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

10.15 Adverse Weather Conditions

Adverse weather conditions shall not be the basis for a Claim for additional time unless such conditions (i) are unusual and unexpected for the month in question and had an adverse effect on the critical path items of the Project Schedule, and (ii) prevent the Contractor from performing Work at the Project site. For purposes of this Agreement, "unusual and unexpected" weather conditions mean weather conditions that materially differ from the average monthly weather conditions for the locality in question as based on the records maintained by the National Weather Service for the previous five (5) years. If Contractor claims adverse weather conditions as the cause of a delay or hindrance, then it shall give Owner written notice of the event within three (3) business days after the occurrence of such event. Contractor shall resume performance of its obligations immediately following cessation of any adverse weather conditions.

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 District or by separate contractors.

[END]

EXHIBIT A

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

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

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

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

Bodily Injury & Property Damage-Combined Single Limit	$1,000,000

C. **Worker's Compensation and Employers Liability:**

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

D. **Excess or Umbrella Liability**:

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

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

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

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

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

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

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

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

I. **Additional Insured**: The Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, Limited Partnership 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.

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.

UPDATED – DECEMBER 4, 2025

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 – **FIELD REMOVAL AND PREPARATION AND NEW FIELD MATERIAL AND INSTALL**

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 proposed Synthetic Turf including erosion control, subgrade and base coarse preparation, removing old drain tile system, installing new drain tile system, stone, and concrete curb AND to install the Synthetic Turf including turf, pitching mounds, and bases.

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

II. LUMP SUM BASE BID #2 – **FIELD MAINTENANCE EQUIPMENT**
In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary equipment to perform maintenance required for the maintenance and turf upkeep at Helfaer Field.

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

III. LUMP SUM BASE BID #3 – **FENCE 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 fence removal, replacement and painting, including new gates for bullpen and sliding gate in right field at Helfaer Field.

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

IV. LUMP SUM BASE BID # 3 – ADD #1 – **BACKSTOP NETTING 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 backstop netting removal and replacement at Helfaer Field.

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

V. LUMP SUM BASE BID #4 – **WALL PADDING 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 wall padding removal and replacement at Helfaer Field.

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

VI. WARRANTY
Attach a sample of the Synthetic Turf warranty and Contractor workmanship warranty.

VII. 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 _____

VIII. ADDENDUM(S) RECEIVED

Acknowledge receipt of each Addendum issued for this RFP.

Addendum(s) Received (insert #s) _____

Signature _____

Title _____

IX. GENERAL CONDITIONS TO CONTRUCTION 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 _____