



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



A
REQUEST FOR PROPOSALS
FOR
LAN REPLACEMENT
AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WI 53214

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

JUNE 17, 2026



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” or “Vendor”) to perform LAN replacement at American Family Field (“Work”).

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

The Sigma Group (Milwaukee, WI) will serve as Project Administrator and Anthony James Partners (“AJP”) (Richmond, VA) will serve as the Owner’s Consultant to the District for this project.

OVERVIEW

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

All correspondence, including questions and bids, related to this RFP must be emailed to:
bid@wibaseballdistrict.com

Emails sent to any other email address may be considered non-responsive of this RFP.

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

Bids must be emailed to: bid@wibaseballdistrict.com

Bids are due by **1:00 PM (CT) on JULY 21, 2026**. Contractors will receive an email confirming receipt of their bid.

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



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



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

Any and all questions related to this RFP must be submitted in writing no later than 1:00 pm (CT) on July 11, 2026, to the Project Administrator, Shannon Schwingle, at bid@wibaseballdistrict.com with a copy to the Owner's Consultant, Charlie Cramer, at charliec@anthonyjamespartners.com.

Responses to questions will be posted on the District's website (www.wibaseballdistrict.com) no later than 5:00 pm (CT) on July 14, 2026. **Please check the website periodically since a preliminary response to questions may be posted sooner than July 14, 2026.**

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.

CONTRACTOR QUALIFICATIONS

Contractor to be experienced in the provision of systems similar in complexity to those required for this project. See Contractor Qualifications section (1.03) of **Appendix A** for qualification requirements.

PRE-BID SITE VISIT

While the District has provided certain information as part of this RFP, they should not be relied upon for completeness. Bidding Contractors are required to visit the site and observe and measure all areas as part of this bid. A **mandatory pre-bid meeting and walk-through** will be held at American Family Field on June 30 at 10:00 AM (CT). See **Appendix E** for pre-bid meeting details.

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 or contract 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

The following provides an overview of some key milestone dates. See additional dates in **Appendix A**. The selected Contractor can begin initial design and submittal work immediately upon contract execution. There shall be no disruption to normal building operations, games, events or occupancy. All Work must be coordinated around events at the ballpark. A current copy of the 2026 Milwaukee Brewers baseball schedule is included in **Appendix D**. All Work shall be completed no later than November 3, 2026.

Milestone	Date
Mandatory pre-bid meeting	June 30, 2026
RFP questions due	July 7, 2026



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



RFP response to questions posted	July 14, 2026
RFP bids due	July 21, 2026
Contract awarded to selected Contractor *	Week of August 3, 2026
Substantial Completion	October 20, 2026
Guaranteed Completion	November 3, 2026

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

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.

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 both during and after the baseball season 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.

The District will work with the selected Contractor to allow access to American Family Field as needed to complete the project in the specified timeframe. The Contractor will be provided space for material and equipment storage in the ballpark. The jobsite shall be kept neat and shall not interfere with other work being completed in the ballpark in the offseason or any event or game at the ballpark.

The selected Contractor shall be responsible for the proper disposal of all equipment and materials related to this project.

PROTECTION OF WORK AND PROPERTY

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

Contractor shall take all necessary precautions for the safety of employees on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent



accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Contractor shall erect, and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against, without limitation, hazards created by such features of construction as protruding nails, hoists, scaffolding, and falling materials. Contractor shall designate a member of the Contractor's organization to be responsible for safety, the prevention of accidents, and enforcement of said requirements. 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.

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.

DIVERSE FIRM PARTICIPATION

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

WARRANTY

See Warranty and Service section (1.08) of **Appendix A** for warranty requirements.

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 and Owner's Consultant as part of project closeout, in addition to completing the closeout items as listed in **Appendix A**. The Project Administrator and Owner's Consultant must approve these items prior to recommending final payment to the District.

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



APPENDICES

- A. Scope of Work
- B. Wisconsin Professional Baseball Park District standard General Conditions to Construction Services Contract
- C. Diversity Contracting Program
- D. Current 2026 Brewers Baseball Schedule
- E. Mandatory Pre-Bid Meeting Details



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



This bid form must be signed by a person authorized to legally bind the Contractor. By submitting this bid, the Contractor agrees that the fixed price contained herein shall remain firm for a period of 30 days from the due date of this RFP.

BID FORMS

NAME OF COMPANY _____ (Affix Corporate
Seal if Applicable)

STREET ADDRESS _____

CITY STATE ZIP CODE _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPE NAME AND TITLE _____

DATE _____

I. LUMP SUM BASE BID #1 – LAN 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 LAN replacement as outlined in **Appendix A** at American Family Field.

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

*** This amount must total the amount included in "Proposal Form".**

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

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	\$ _____

VI. 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 C**.

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 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 _____



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX A

Scope of Work

SECTION 27 2133 – LAN PERFORMANCE SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Specification Description
- B. Contractor Qualifications
- C. Submittal Requirements
- D. Closeout Submittals
- E. Equipment General Specifications
- F. Quality Assurance
- G. Warranty and Service

1.02 DESCRIPTION

- A. The Owner herewith requests proposals for the design, engineering, installation, testing, and acceptance of the systems described in the attached specifications and forthcoming drawings from the interested persons (each a "Vendor," with the selected Vendor, if any, being "the Contractor"). Prices quoted shall be all-inclusive and represent complete installation at the site shown on the forthcoming drawings and in the attached specifications. The Contractor shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turn-over for acceptance to the Owner turnkey, fully operational systems. These systems include, but are not limited to, the following:
 - 1. Core Switching – 100G to Edge/25G alternate
 - 2. Edge Switching – 100G to Core/25G alternate
 - a. Edge to be stacked deployment.
 - 3. As-built documentation
 - 4. Patching full port count
 - a. Associated patch cables – shortest patch cables compliant with manufacturers stated bend radius
 - 5. Cable Management
 - 6. Removal and responsible recycling of legacy system components to include, but not limited to:
 - a. Removal
 - b. Remediation of any facility damage during removal
 - c. Inventorying
 - d. Palletizing
 - e. Electronics Recycling
 - f. Documentation of Recycling
 - g. Certification of data deletion prior to recycling
- B. The Owner IT staff will be responsible for configuration of the switches provided
 - 1. Awarded Contractor will provide switches to the Owner for configuration
 - 2. Owner will provide Awarded Contractor with configured switches
 - 3. Awarded contractor will be responsible for deployment and installation of switches
 - a. Relocate hardware and dress racks in support of under/over patching schema
 - 4. Awarded Contractor, in addition to installation of switches, will be responsible for:
 - a. Condensing Cat 3 termination panels to free up rack space
 - b. Removal of unused Cat 3 terminations back to the outlet

- c. Replacing and re-terminating any existing patch panels, including CAT5E and CAT6, to high density patch panels.
 - d. Provide/install wire management
 - e. Provide/Install appropriate length patch cords
 - f. Re-dress all cabling at rack and ladder level after removal of abandoned Cat3 cabling
- C. Contractor is responsible for providing all equipment as described and listed in the project RFP Proposal Form. All additional equipment needed to provide a complete turn-key system shall be listed by the Contractor in the "Additional Items Required" section of the RFP Proposal Form.
- D. Contractor is responsible for supplying complete and fully operational system(s) as intended by the RFP documents and any subsequent addendums. Prior to executing a contract for the project, contractor is responsible for notifying Owner of any equipment omissions in the RFP documents that may prevent the completion of fully operational system(s). If the Contractor fails to notify Owner of any equipment omissions, Contractor shall assume responsibility for providing the required equipment at no additional cost to Owner.
- E. Contractor shall field verify and confirm acceptance in writing of all work-site conditions prior to submitting shop drawings.
- F. Contractor shall take care during installation to prevent facility scratches, dents, chips, or disfiguration. Contractor shall remediate any facility damages to the original condition and Owner reserves the right to accept the remediation strategy and finish product.
- G. Alternative solutions will be evaluated and must be submitted on a separate Proposal Pricing Form marked as "Voluntary Alternate". Alternates must include device data sheets and a narrative description of the alternate solution.
- H. Contractor will provide and install and provide all signal transmission equipment.
- I. Contractor will provide and install "Head End" equipment listed in the RFP Proposal Form and Technical Specifications.
- J. Contractor will provide single-line schematic drawings of all systems being provided and installed. Include existing systems in the updated drawings where new system device(s) may interface. Provide floor plans, elevations, and heat maps as required, including 3D or isometric views showing this work.
- K. Contractor is responsible for the provision and installation of all secondary structural steel (i.e., conduit and raceway supports, hardware mounting systems, etc.), as well as mounting brackets and hardware required to accommodate the new system(s). This includes all labor, materials, equipment, tools, transportation, and project management required to complete fully operational system(s) for the project.
- L. Contractor is responsible for assembly, secondary modifications (if necessary) and mounting of all system(s) components to new and/or existing structures.
- M. Contractor is responsible for all power and electrical distribution from demarcation points (Secondary Power) to new system(s).
- N. Contractor will provide all Secondary Power connections/terminations required to power new system(s).
- O. Contractor may utilize available existing conduits for low voltage cabling with the Owner's permission. Additional conduits and raceways required to complete a pathway to each system component will be furnished and installed by Contractor. Any pathways added to the facility by the Contractor shall be in EMT, no J-hook or free-air installation.
- P. Contractor is responsible for furnishing, installing, and termination of all required cabling needed to make new and related existing system(s) complete and fully operational.

1.03 CONTRACTOR QUALIFICATIONS

- A. Owner seeks to contract with a qualified contractor for full performance of the work as described in this RFP. To ensure the chosen contractor has the long-term interests of Owner in mind, the following shall be required to submit an RFP for this project. Failure to submit acceptable responses to the listed requirements shall eliminate a contractor from consideration. The Owner, in its sole discretion, shall reserve the right to waive any or all requirements listed below:
1. Contractor shall be or shall sub-contract with a certified dealer as required by the specified equipment manufacturers and provide evidence upon request by Owner or Owner's Consultant.
 2. Contractor shall provide a list of a minimum of three (3) facilities (facility, contact name, title, address, and current phone number) where the contractor has provided equipment and services of equivalent size and scope within the last five (5) years.
 3. Contractor will provide a minimum of one (1) facility (facility, contact name, title, address, and current phone number) where the contractor has provided equipment and services of equivalent size and scope that is at least five (5) years old.
 4. Contractor must provide a direct service employee or certified Contractor capable of providing maintenance response within 24 hours of a call for service.
 5. Contractor must have a minimum of 6 years in the LPV LAN/Networking business.

1.04 SUBMITTAL REQUIREMENTS

- A. Contractor is required to provide electronic submittals and shop drawings to the Owner within thirty (30) calendar days of date shown on award notice.
1. Contractor is responsible for ensuring that the dimensions and specifications of each component and all systems fit within the building allowances.
 2. Contractor will advise the Owner of any discrepancy that may affect the installation. If Contractor fails to notify Owner of any discrepancies, Contractor assumes responsibility for providing the required equipment and labor to correct such discrepancies at no additional cost to Owner.
 3. The following required submittals will be defined by guidelines established by the Owner and shall include, but not be limited to:
 - a. One (1) set of electronic shop drawings, product data, and samples in PDF format, compiled in one file within thirty (30) calendar days of date shown on the Contract Award Notice, and prior to ordering equipment.
 - b. Catalog data sheet pdf files, bound into a single file with title page, space for submittal stamps, and divider pages between sections.
 - c. A complete list of proposed equipment with reference to its corresponding specification paragraph number, or equipment title in specification paragraph order. Denote all approved substitutions.
 - d. Point-to-point wiring diagrams and an associated table of wire lists identifying every connection. Include all terminated system devices and ancillary components.
 - 1) Indicate locations of all components.
 - 2) Identify cables by types and wire numbers.
 - 3) Provide complete, detailed wiring diagrams for systems based on the contract documents. Include cable types, identification numbers, detailed connections, connector types, and cable lengths.
 4. Drawings shall comply with ANSI and International Electrotechnical Commission recommendations and standards as appropriate. Provide drawing set cover sheet clearly dimensioning all cable details for each cable type and connector utilized in the system.

- a. Structural drawings (where applicable) for all secondary engineered steel framing required for this scope of work.
 - b. Structural drawings submitted shall include attachments to primary steel structure and method of attachment for all required components. A licensed/registered engineer in the state of the project shall stamp and seal all structural drawings.
5. Conduit riser diagrams showing required conduits and junction boxes along with types and quantities of cables contained in each conduit. Show details of weatherproofing, lightning protection and grounding, strain relief and cable support, fire stop protection, and wall penetrations.
6. Rack elevations indicating the proposed arrangement of mounted equipment. BTU load, weight, electrical power load and circuit information for each piece of equipment shall also be included in the rack elevation drawing.
7. Detail drawings of all custom fabricated items and approved equipment modifications. Include complete parts lists, schematic diagrams, and all dimensions required for proper assembly.
8. Drawings shall indicate proposed color selections and finishes for all exposed surfaces and custom fabricated items. Submit actual color/finish samples, wall plates, and custom labels upon request.
9. A list of all lower tier subcontractors and suppliers. List must include lower tier subcontractor's qualifications indicating performance of work similar to past projects of this type and scope.
10. A project schedule in Gantt chart format outlining equipment delivery dates and installation start and finish dates. Project schedule shall be broken down into sufficient detail (work task and duration) to permit Owner the ability to monitor installation progress daily.
11. Copies of all required business and Contractor licenses.
12. Approval of submitted items indicates only the acceptance of the manufacturer and quality. Specific requirements, arrangements, and quantities must comply with the intent of the Contract Documents as interpreted by the Owner unless specifically approved in writing.
13. Submittals that are incomplete, deviate significantly from the requirements of the Contract Documents, or contain numerous errors will be returned without review for rework and re-submittal, and may result in back charges to the Contractor.

1.05 CONTRACT CLOSEOUT SUBMITTALS

- A. When the installation is substantially complete, including the Testing Reports in Part 3.13 of this document, Contractor must submit to the Owner an electronic file (pdf format) of contract closeout submittals for review. After review and approval of the closeout document set, Owner will return to Contractor the file with comments for updating. Contractor will return a final updated set of closeout submittals to Owner (electronic copy) in PDF format, and one (1) electronic copy of As-Built files in .dwg format (or current format approved by Owner) as related to discipline. Closeout submittals will include, but not be limited to:
 1. Project Record Drawings (As-Built Drawings) including wiring schedules, final device locations in plan-view, final device locations in reflected ceiling plan-view, final device locations in section and elevation view, secondary steel structural drawings (plans and elevations), custom plate and panes details, system schematic diagrams, electrical power schematic drawings, rack elevations, drop locations, and certification results.
 2. Electronic and hard copy of Operation & Maintenance Manual. (See section B. below)
 3. A list of all equipment provided and its location within the facility. List must include manufacturer name, model identifier, serial number, and any other pertinent information needed to obtain service, maintenance, and/or replacement.

4. A list of all Subcontractors who performed work for Contractor during installation. List must include company name, physical company address, phone number, and contact person(s).
 5. Copies of all software, settings, and programs used in the control and operation of this system.
 6. Copies of all equipment registration documentation.
 7. Test reports for all new copper and fiber optic cable installed under this scope of work. Test reports must indicate that end-to-end signal loss does not exceed applicable industry standards.
- B. Operation & Maintenance Manual
1. Upon substantial completion but prior to onsite training with the Owner, Contractor will provide one (1) printed hard copy [final] Operation & Maintenance Manual (O&M Manuals) and one electronic PDF copy. O&M Manuals must have tab dividers and be logically organized to provide easy access to information without the need to research through the entire manual. All documents provided in the O&M Manual will be written in English and provide sufficient detail for an individual with knowledge of the provided systems. Contents of the O&M Manual will include, but not be limited to:
 - a. Table of Contents.
 - b. Description / overview of system(s) including key features and operational procedures.
 - c. Owner's Manuals for all third party and "off the shelf" type equipment provided by Contractor.
 - d. Small scale plans showing locations and circuit numbers for all system outlets and receptacles.
 - e. Single-line block diagrams showing all major components of the systems.
 - f. All third-party equipment and "off the shelf" equipment warranties and a notarized System Warranty.

1.06 EQUIPMENT GENERAL SPECIFICATIONS

- A. All equipment and materials, except owner furnished, will be new and the latest version at the time of RFP award and must conform to applicable UL, ULC, CSA or ANSI provisions. Re-manufactured or "B" stock equipment will not be accepted without prior written consent from the Owner. Evidence of unauthorized re-manufactured or "B" stock equipment on the project site will be deemed evidence of the Contractor's failure to perform the work. Contractor must take care during installation to prevent scratches, dents, chips or disfiguration of equipment and materials supplied. All damaged equipment and/or materials will be repaired or replaced at Owner's discretion. Contractor will perform either option selected by Owner at no additional cost to the Owner.
1. All cabling [power and data] must be labeled at each end of the cable with a description in English and a reference to a wire designation on a wiring diagram. These diagrams must be part of the Project documentation submitted to the Owner at time of acceptance.
 2. Each device will meet all published manufacturer's specifications. Verify performance as required.
 3. Install all rack-mounted equipment with Middle Atlantic Products HP Series truss head screws or approved equal.
 4. Some rack-mounted equipment may require shaft locks, security covers, or removal of knobs. Provide and install during acceptance testing.
 5. Enclosures exposed to the outdoors, or not contained within a suitably controlled telecom room, must be NEMA 4X rated or approved equal. Provide adequate environmental conditioning and control to ensure long-term equipment survivability.

6. Provide labeling at the front and rear of all rack-mounted signal equipment. Mount labels on the equipment chassis and attach in a neat and permanent manner. Label equipment with schematic enumeration reference, and with descriptive information regarding its function or area it is serving. Similarly, provide self-adhesive labels at the rear only of equipment mounted in furniture consoles.
7. All labeling will be 1/8" block lettering unless noted otherwise. On dark panels or pushbuttons, letters will be white. Letters will be black on stainless steel, brushed natural aluminum plates or light-colored surfaces.
8. Mounting hardware exposed to the weather will be aluminum, brass epoxy painted galvanized steel or stainless steel. Apply corrosion inhibitor to all threaded fittings where applicable.
9. Unless directed otherwise, equipment racks will be Middle Atlantic Products model WRK-44-32, or approved equal, with accessories as noted below. Quantity of racks will be as required to house all equipment supplied under this scope of work. Any unused rack mounting spaces will have color matching blank panels to fully enclose the rack assembly. Multiple racks will be anchored together using appropriate ganging hardware. Standard solid rear doors will be replaced with vented rear doors unless noted otherwise.
 - a. Provide two (2) side panels per individual stand-alone rack or series of racks ganged together. The intent is to have an enclosed rack system. A single stand-alone rack will have two (2) side panels and a series of three (3) racks ganged together will also have two (2) side panels. Side panels will be Middle Atlantic Products model SPN-44-32 or approved equal.
 - b. Provide Middle Atlantic Products model MW-4QFT-FC integrated fan top, or approved equal, for each rack. Fan must be thermostatically controlled to ensure in-rack temperatures of less than 68 degrees Fahrenheit.
 - c. Provide Middle Atlantic Products or approved equal in-rack vertical power strip. Power strip will have enough receptacles to accommodate all equipment housed in the associated rack with a minimum of two spare receptacles per rack.
 - d. Provide Middle Atlantic Products model PDLT-815RV-RN or approved equal horizontal rack-mount power/lighting, 8 Outlet, 15A, surge protection accessory power strip as necessary.
10. Any rear-mounted rack equipment will be placed so the equipment does not block access to the back of front-mounted equipment.
11. Contractor will exercise care when wiring racks to avoid damaging cables and equipment. Contractor will install grommets around cut-outs and knockouts where conduit or chase nipples are not installed.
12. Power wiring and signal/data wiring will be installed on opposite sides of rack. Contractor may determine which side is used for power and which side for signal. Method will be kept the same for the entire installation if multiple racks are required. Contractor will exercise care when wiring racks to avoid damaging cables and equipment.
13. Any equipment mounted above seating areas and venue floor is required to be secondarily fastened to structure using aircraft cable and appropriate fasteners. Cable sizing and fasteners must be capable of supporting a minimum of five (5) times the weight of affixed devices and eight (8) times the weight of movable devices.

1.07 QUALITY ASSURANCE

- A. All requirements of the latest published editions of the following standards will apply, unless otherwise noted. In the event of conflict between cited or referenced standards, the more stringent will govern.
 1. National Electric Code (NEC).

2. National Electrical Manufacturers Association (NEMA).
 3. American National Safety Institute (ANSI).
 4. Occupational Safety and Health Administration (OSHA).
 5. American Iron and Steel Institute (AISI).
 6. Underwriters Laboratories (UL).
 7. Federal Communications Commission (F.C.C.) Rules and Regulations, Part 76.
 8. American Society of Testing Materials (A.S.T.M.).
 9. Electronic Industries Association (E.I.A.).
 10. Telecommunications Industries Association (T.I.A.).
- B. Review all drawings including architectural, civil, structural, mechanical, electrical, and other project documents relative to this work.
 - C. Verify all dimensions and site conditions prior to starting work.
 - D. Coordinate the specified work with all other trades.
 - E. Maintain a competent supervisor and supporting technical personnel, acceptable to the Owner during the entire installation. Change of supervisor during the project will not be permitted without prior written approval from the Owner.
 - F. Provide all items not indicated on the drawings or mentioned in the specifications that are necessary, required, or appropriate for this work to realize a complete and fully operational system that performs in a stable and safe manner.
 - G. Review project documentation and continuously make known any conflicts discovered.
 - H. Provide all items necessary to complete this work to the satisfaction of the Owner without additional expense. In all cases where a device, item, or equipment is referred to in singular number or without quantity, each such reference will apply to as many such devices or items as required to complete the work.
 - I. Provide additional support or positioning members as required for the proper installation and operation of equipment, materials and devices provided as part of this work and approved by the Owner, without additional cost to the Owner.
 - J. Regularly examine all construction, and the work of others, which may affect Contractors work to ensure proper conditions exist at the site for equipment and devices before their manufacture, fabrication, or installation.
 - K. Contractor will be responsible for the proper fitting of the systems, equipment, materials, and devices provided as part of this work.
 - L. Promptly notify the Owner in writing of any difficulties that may prevent proper coordination or timely completion of this work. Failure to do so will constitute acceptance of construction as suitable in all ways to receive this work, except for defects that may develop in the work of others after its execution.
 - M. After installation, submit photographs showing cable entries and terminations within equipment racks, enclosures, and pedestals at the job site.

1.08 WARRANTY AND SERVICE

- A. Contractor will warrant labor, equipment, and materials for twelve (12) months following the date of Final Acceptance of permanent system installation.
- B. During the warranty period the system must be free of defects and deficiencies and conform to the drawings and specifications with respect to the quality, function, and characteristics stated.

- C. Contractor is responsible to repair or replace defects that occur in labor, equipment, and materials within the warranty period.
- D. On-site labor will be included during the warranty period for all work beyond simple component replacement. Simple component replacement will be defined as all equipment that does not require tools to perform the equipment replacement.
- E. Failed parts will be returned to the Contractor for repair at a service facility located in the United States. Contractor will identify the location of its service facility in the documentation provided when submitting a proposal for this RFP.
- F. The Contractor will replace failed parts that cannot be repaired.
- G. Upon receipt of a failed part, Contractor will return a repaired or replacement part to the Owner within fifteen (15) business days from receipt of failed part.
- H. Contractor will provide at least one local service employee or local authorized service agent for servicing and repair of all equipment during the warranty period. Local service employee or local authorized service agent will be located within 75 miles of Owner's facility.
- I. The local service employee or local authorized service agent will be the entity responsible for providing the following emergency response availability:
 - 1. Telephone service assistance and technical support from 8am to 11pm local time at Owner's facility, 7-days per week.
 - 2. Answer all service calls and requests for information within one (1) hour during the warranty period.
 - 3. A parts exchange program, including same day shipment of exchange parts. The manufacturer will keep a ready stock of key assemblies available to ship to the facility upon notice of a parts failure if part is not available in spare parts inventory at Owner's facility.
 - 4. The advance replacement should contain all shipping information and packaging necessary to return the defective part or assembly back to Contractor at no cost to the Owner.
- J. Warranty will cover all equipment, including processors, controllers, operating systems, and software.
- K. Warranty will include two, post-signoff, on-site system check-ups by a qualified technician who is a full-time employee of the Contractor
- L. Check-up will include all regular maintenance; a complete inspection of all systems, parts replacement where required and a complete written report of all findings.

END OF PART 1 GENERAL

PART 2 PRODUCTS

2.01 BASIS OF DESIGN

- A. See accompanying Proposal Form for pricing submission format.
- B. Proposal Form is intended to include all major system component categories. Contractor is responsible for including all miscellaneous components to provide a complete and fully operational system.
- C. Provide, install and commission all system components.
- D. Confirm operability with existing Owner systems not replaced as part of this project.
- E. Expected Solution Performance
 - 1. The Contractor is responsible for delivery of turnkey system performance.
 - 2. System proposal is to be all inclusive and turnkey including, but not limited to, all related hardware.
 - 3. It is expected that the Contractor will base component selection and system design on an assumed LAN throughput of 100G
 - 4. The Contractor is responsible for determination and verification of the number and type of hardware and software to substantiate the requirements of the RFP.
 - 5. Contractor is required to provide any mounting and or custom enclosures as part of their proposed solution.
 - 6. Contractor is required to work with the Owner to determine the most efficient configuration and topology based on best industry practices.
 - 7. Contractor shall be cognizant and present means by which to minimize rogue traffic and bandwidth conservation.
 - 8. Throughput and Capacities:
 - a. Minimum provided throughput to edge – system wide 100 Gbps
 - 9. Contractor will ensure all edge ports supply sufficient PoE power budget for full device functionality with all ports fully loaded.
- F. System topology is to be redundant with fault detection and notification, as well as implement redundant hardware power supplies to provide for minimal possibility of system outage.
- G. The Contractor shall assume any added station cabling is to be of Category 6a UTP or better, providing a minimum of a Gigabit physical copper backbone to all edge devices.
- H. Contractor will reuse enclosures where appropriate and add remote telecom enclosures (wall-mount, etc.) where applicable to support distribution. Color selection to be approved by the Owner.
- I. Ancillary networked services supported by LAN network, but not restricted to:
 - 1. VoIP
 - 2. AoIP
 - 3. Life Services (Security, Fire, and Mechanical)
 - 4. Video Conferencing
 - 5. Point of Sale
 - 6. Broadcast
 - 7. Audiovisual Systems
 - 8. Ticketing
 - 9. Web Services
 - 10. Remote Work

2.02 ACCEPTABLE ACTIVE EQUIPMENT MANUFACTURERS: ALPHABETICALLY

A. Acceptable Manufacturers

1. Arista
2. Aruba/HPE
3. Cisco

2.03 ACCEPTABLE PASSIVE EQUIPMENT MANUFACTURERS: ALPHABETICALLY

A. Acceptable Manufacturers

1. Copper Plant
 - a. Belden
 - b. Commscope
 - c. Ortronics
 - d. Panduit
2. Rack Accessories
 - a. AFL
 - b. Belden
 - c. Commscope
 - d. Corning
 - e. Ortronics
 - f. Panduit
3. Other products may be provided as alternate for Owner approval

END OF PART 2 PRODUCTS

PART 3 EXECUTION

3.01 SCOPE OF WORK

- A. The following outlines the turnkey delivery and installation responsibilities that define the project scope of work. All work outlined in this section is the responsibility of the Contractor unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision, and equipment to perform the following:
 - 1. Contractor is required to correspond with the project electrical contractor to confirm system power, conduit, and cabling work associated with this project.
 - 2. Contractor is responsible for assembly, secondary modifications and mounting of all components onto existing structures within the facility.
 - 3. Provide and install all equipment listed in the Proposal Form. Include all equipment not specifically listed but required to provide a completely functional system as part of this RFP.
 - 4. Furnish manufacturer provided training on the operation of the new system(s).
 - 5. Provide all required permits and licenses.
 - 6. Provide on-site installation supervisor.
 - 7. Coordinate work with other trades and coordinate scheduling with the consultant and Building Operations to minimize any delays.
 - 8. Deliver all Equipment to site and convey it to appropriate locations within site as directed by Owner.
 - 9. Store all Equipment in a safe and secure manner until installed or otherwise directed by Owner. Coordinate onsite storage container or available space in facility.

3.02 GROUNDING AND SHEILDING

- A. Mount and enclose all electrical and electronic equipment in metal enclosures and equipment racks.
- B. Use EMT type conduit for all cabling outside of equipment racks, except where plenum rated cabling is used above lay-in ceilings, cable trays, and designated raceways. Rigid type conduit will be used for underground raceways.
- C. Use flexible conduits and PVC fittings to provide insulated connections of the building electrical raceways to equipment racks to adhere to NEC regulations.
- D. Mount all equipment racks at the job site in a manner which provides electrical isolation from the building structure and electrical raceways.
- E. Provide a single Technical Ground at Equipment racks where necessary.

3.03 WIRING PRACTICES/INSTALLATION

- A. Provide rated cable for work to meet NEC codes.
- B. Provide wet rated electrical power cords that connect to the nearest electrical outlet provided by others if environmental conditions require. Appropriate AC power connections are to be field verified.
- C. Cables will be bundled, supported, and professionally installed. Include service and drip loops as necessary.
- D. Where specific instructions are not given, perform all wiring in strict adherence to standard engineering practices in accordance with the references listed in Section 1.07.
- E. Group all cables into the following classifications by power level or signal type:
 - 1. DC Control Circuits: -20dBm.
 - 2. Copper Data.

3. Fiber Data.
 4. AC Power Circuits.
- F. Separate wiring of differing classifications by at least six (6) inches, wherever possible. Wherever lines of differing classification must come closer together than six (6) inches, cross them perpendicular to each other.
 - G. Neatly harness wires together within racks by power level classification using horizontal and vertical wiring supports as required. Rigidly support all wires with fixed connection points. Leave service loops of sufficient lengths to allow rack hinges or slides to fully extend to facilitate access to rear panel connectors from the front of each rack. Do not use self-adhesive tie-wrap pads for support of cables unless fastened with screws.
 - H. Exercise care in wiring to avoid damaging the cables and equipment. Use grommets around cut-outs and knockouts where conduit or chase nipples are not installed.
 - I. All fiber splicing will utilize the fusion splice method. The maximum allowable loss per fusion splice will be 0.5 dB.
 - J. Pull mandrel one size smaller than the conduit, through entire length of all underground conduits.
 - K. Cable pulling lubrication must be utilized when pulling cable in conduits.
 - L. A dynamometer must be used to measure pulling tension during long or difficult runs. The dynamometer is to be placed between the cable puller and the pull line to monitor pulling tension. The manufacturer's pulling tension maximum range must not be exceeded.
 - M. Pulling grips suitable for use with fiber cables will be applied to the ends of the cable. Consult cable manufacturer to determine appropriate pulling grip and method of attachment. Breakaway or fuse links will be used at the pulling grip. Ensure that the correct fuse pin is installed in the fuse link.
 - N. The bend radius for all cables will conform to manufacturer's specifications.

3.04 CABLING PERFORMANCE SPECIFICATIONS

- A. The UTP cabling system proposed for this project shall meet the following minimum system (cable and hardware combined) industry standard compliance requirements as evidenced by 3rd party verified lab test results (i.e., ETL labs) submitted with bid. Systems performing below these levels shall not be accepted. UTP cabling to be provided shall be Belden 10GXS13 002. Belden connectors, patch panels, and patch cords to be used in accordance with referenced cable to provide a complete and certifiable Belden cabling system(s).
 1. NEC/(UL) Specification: CMP
 2. NEC Articles: 800
 3. CEC/C(UL) Specification: CMP/CMR Respectively
 4. ISO/IEC 11801 Ed 2.2 (2011) Class EA
 5. CPR Euro class: Eca
 6. Data Category: Category 6a
 7. ANSI Compliance: S-116-732-2013 Category 6a, ANSI/NEMA WC-66 Category 6a
 8. Telecommunications Standards: ANSI/TIA-568-C.2 Category 6a
 9. IEEE Specification: IEEE 802.3bt Type 1, Type 2, Type 3, Type 4
 10. Other Specification: Verified Channel/Category 6a.
 11. Other Standards: C(UL)US CMP 105C OR (UL) CMP-LP (0.6) OR CL3P-LP (0.6)
- B. All fiber optic cables proposed for this installation shall meet or exceed the following industry compliance standards. All fiber optic cabling shall be single mode, fusion spliced, and conform to the manufacturers stated bend, termination, and testing recommendations.

1. Fiber optic cable maintenance loops shall be a minimum of one (1) meter at the work area outlet and three (3) meters at the wiring closet.
2. All fiber optic terminations and splices shall be done via fusion splice method.

3.05 HORIZONTAL CABLE SUBSYSTEMS

- A. Where connectors must be installed into surface mounted raceway, the Contractor shall provide the appropriate faceplate as well as any necessary adapters to facilitate the installation of the connectors specified in this section directly into the raceway. Surface mounted boxes shall not be accepted as mounting devices on surface raceways.
- B. At the wiring closet, each UTP cable shall be terminated onto an approved connector and loaded into an approved modular patch panel or equivalents. All patch panels shall be modular, front-access, high density patch panels. No fixed-port 110-style panels shall be accepted
- C. One (1) rack-space horizontal wire management panels shall be installed for every 48-port patch panel. All wire management panels shall be made of flexible finger-duct with covers. D-ring wire management systems shall not be accepted.

3.06 LABELING

- A. Label products in a logical, legible, and permanent manner corresponding to the Drawings. Wording, format, style, color, and arrangement of text will be subject to the Owner's approval.
- B. Submit samples and labeling schedule for approval upon request. Labeling will be verified at final system adjustment and equalization.
- C. Label all wall plates for input, output, and control receptacles as well as connector mounting plates in all boxes using 1/8" lettering of contrasting color, as approved.
- D. Use self-adhering labels, squarely and permanently attached, to label the following:
 1. Patch panel designation strips.
 2. Front and back of all rack mounted equipment including controls.
 3. Barrier strips, terminals, transformers, switches, relays, volume controls and similar devices.
- E. Label pushbutton switches with lettering of contrasting color.
- F. Label all permanently installed wires on both ends with approved permanent clip-on type or sleeve type markers. Wrap-around adhesive labels will not be accepted unless completely covered with clear heat shrink tubing.
- G. Label all portable equipment with block letters using initials and/or words. Label all portable cables similarly with printed heat-shrinkable tags located 12 inches from the male connector end. Verify lettering through the consultant prior to engraving or printing.
- H. Label access panels and backboards with designations corresponding to the drawings.

3.07 ENGINEERING

- A. Contractor will provide stamped and sealed engineered drawings of all mounting locations. Engineer must be certified in the state of the project.
- B. Contractor will provide stamped and sealed engineered drawings of all device mounting and rigging assemblies. Engineer must be certified in the state of the project.
- C. Owner must approve all drawings in writing prior to the fabrication and installation of any equipment.
- D. Engineered drawings must include both structural and electrical.
- E. The Contractor is solely responsible for verification of the integrity of all engineering calculations. Contractor is responsible for verification of all information provided or implied.

3.08 STRUCTURAL CONSIDERATIONS

- A. Contractor is responsible to design, engineer, build, deliver, install, integrate, and commission a complete turnkey system(s) as specified with all required sub-structure needed to support devices and associated components.
- B. Contractor will verify all field conditions and coordination prior to installation.
- C. Mount all system(s) devices, fiber interfaces, UPS, and other required devices to make for a complete operating system.
- D. Contractor is responsible for design and erection of all mounting equipment, material, and hardware related to the new equipment.
- E. Mounting equipment, material, and hardware will be fabricated using structural steel and/or aluminum (optional). Contractor will provide necessary protective separation when connecting dissimilar metals to prevent galvanic corrosion.
- F. Bolted and/or field welded connections will be subject to special inspection by an independent testing & inspection agency certifying that bolted and/or welded connections meet the minimum requirements of the engineered structural drawings, the governing building code, or as required by the building official; whichever is more restrictive. Inspections will take place prior to painting any connection.
- G. Documentation will be provided to Owner verifying acceptable results from all special inspections. All items failing inspection will be repaired or replaced and re-inspected at no additional cost to the Owner.

3.09 ELECTRICAL AND DATA

- A. The electrical design and installation of any branch circuits by the Contractor will comply with NEC, state, and local codes, as well as Owner regulations and guidelines.
- B. The Contractor is required to provide signal and data one-line diagrams.
- C. Single-mode fiber tested will not have a signal dB loss greater than 0.1dB per 600 feet (200m) for 1310nm fiber or a loss greater than 0.1 dB per 750 feet (250m) for 1550nm fiber.

3.10 AESTHETIC CONSIDERATIONS

- A. Contractor will assume premium finishes on all elements not yet defined.
- B. For Owner's approval prior to contract award, the Contractor must provide a comprehensive outline of intended finish details of all equipment that will be in public viewing areas. Failure to submit these details prior to contract award will make Contractor responsible for all finishes as required by Owner at no additional cost to Owner.
- C. No exposed bolts or unfinished surfaces are permitted on equipment that is within public view. Any part of the secondary steel frame exposed to public view will be covered with flashing or structure if requested by Owner.
- D. The Contractor will not visibly display its trademarks or insignia on any of the Equipment or structural elements within public view.

3.11 FINAL ADJUSTMENT AND EQUALIZATION

- A. Schedule a time for the Owner's representative or consultant to be present at system Final Adjustment and Equalization. Notify the Owner at least two weeks in advance.
- B. Furnish a technician who is familiar with the system to assist the consultant during Final Acceptance and Adjustment.
- C. Record final settings on all equipment and submit with contract closeout documents.

3.12 TRAINING

- A. The Contractor, at its own expense, will provide designated Owner employee, operator, and maintenance training.
- B. Training will be performed at the site by a qualified technician and will occur either during installation of the equipment or immediately thereafter. O&M Manuals per Section 1.05.B will be provided to Owner prior to training.
- C. The training will cover the operation, routine maintenance, and troubleshooting of the system and control equipment.
- D. Furnish manufacturer provided training on the operation of the new system(s).
- E. Training will consist of at least 24 hours over the course of 3 days of instruction.
- F. Contractor will provide the Owner with three (3) full certification training placements (inclusive) for facility staff based on the provided platform.
- G. Contractor will video record all training sessions and submit recorded training sessions to Owner in electronic format with O&M Manuals.
- H. Contractor will be required to have a systems operator on site for the first event and continue to be on site for four (4) consecutive problem free major events as approved by the Owner. "Problem-free" constitutes an event where the system, and any other components installed by the Contractor, perform without failure during an event. It will be required that each successful event will be "signed off" by the Owner until four (4) consecutive, successful and problem-free events are achieved.
- I. Warranty period will commence at the conclusion of the fourth consecutive, successful, problem-free event.

3.13 TESTING AND ACCEPTANCE

- A. Contractor must demonstrate the full capabilities of the provided systems and prove performance meets contractual specifications.
- B. Confirmation will be required for, but not limited to the following functions:
 - 1. Operation of each system component including:
 - a. Back-up systems
 - b. Control system(s) functionality
 - c. Integration with existing systems
- C. Contractor must provide all necessary testing equipment for acceptance.
- D. Upon notice from the Contractor of substantial completion and at a time to be mutually agreed upon, the Contractor will arrange for testing of all operations of the systems comprised in scope of work at the time of substantial completion.
- E. The following items must be completed and signed off by an appointed Owner's official before the Owner will deem the system "Accepted":
 - 1. The Owner will not be responsible for any added costs resulting from an unsuccessful acceptance test.
 - 2. Acceptance of the system includes, but is not limited to, the completed installation of all physical components and the issuance of the Certificate of Approval for code compliance by the Authority having Jurisdiction.
 - 3. Tests of the system will not occur until after the system has been installed, and all work has been completed.

- F. Document all acceptance testing, calibration, and corrective procedures described herein. Include the following information:
1. Performance date of the given procedure.
 2. Conditions related to the performance of the procedure.
 3. Type of procedure, and description.
 4. Parameters measured and their values, including reference values measured prior to calibration (or correction), as applicable.
 5. The names of personnel conducting the procedure.
 6. The equipment used to conduct the procedure.
- G. Upon completion of initial tests and adjustments, submit written report of tests to the Owner along with all documents, diagrams, and recorded drawings required herein.
- H. Final Procedures.
1. Perform all "punch-list" work to correct inadequate performance or unacceptable conditions, as determined by the Owner representative, at no additional expense to the Owner.
 2. Furnish all portable equipment to the Owner along with complete inventory documentation. All portable equipment will be presented in the original manufacturers packing, complete with all included instructions, miscellaneous manuals, and additional documents.
 3. Test and demonstrate portable equipment or systems as requested by the Owner.
 4. Provide new acceptance testing in the same format as initial test reports.
 5. Check, inspect, and if necessary, adjust all systems, equipment, devices, and components specified, at the Owner's convenience, approximately thirty (30) days after the Owner's acceptance.
 6. Upon completion of the Work, the Owner may elect to verify test data as part of acceptance procedures. Provide personnel and equipment, at the convenience of the Owner, to reasonably demonstrate system performance and to assist with such tests without additional cost to the Owner.
 7. As-built documentation in CAD and PDF for both Active and Passive portions of the system.

END OF PART 3 EXECUTION

Closet	Switch Count	Stacks	Links
1122	2	1	2
1101A	2	1	2
1131	4	1	2
1401	1	1	2
1418	3	1	2
1618	5	1	2
1818	5	1	2
3715	4	1	2
3515	0	1	2
3410	7	1	2
3214	3	1	2
3104	4	1	2
4127	2	1	2
4521	1	1	2
5312	1	1	2
2432	3	1	2
5605	1	1	2
5517	1	1	2
5104	1	1	2
2223	1	1	2
2101.6	3	1	2
2002	1	1	2
Scoreboard	1	1	2
Totals	56	23	46
TOR/AGG SWs	Switch Count	Stacks	Links
3104	1	NA	2
MDF TOR	1	NA	2
T1	1	NA	2
T2	1	NA	2
Totals	4	0	8



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX B

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

GENERAL TERMS AND CONDITIONS TO PROFESSIONAL SERVICES CONTRACT WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT (“DISTRICT”)

ARTICLE 1 GENERAL PROVISIONS

1.1 The Contract

1.1.1 The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 The Contract Documents

1.2.1 The “**Contract**” shall consist of these General Terms and Conditions (“**General Terms and Conditions**”); a signed Purchase Order issued by the Wisconsin Professional Baseball Park District (“**District**”); a signed accepted proposal; and, as applicable, those certain drawings, shop drawings, specifications, schedules, exhibits and addenda attached hereto (collectively, the “**Contract Documents**”). In addition, the Contract is also subject to the Wisconsin Professional Baseball Park District Guidelines Governing Professional Services which can be found on the District’s website, www.wibaseballdistrict.com. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services (as defined in Section 2.1.1, below) by the Professional Service Provider (“**Service Provider**”) for the Project (as defined or otherwise identified on the District’s executed Purchase Order). Where there is conflict in provisions between 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 Services (e.g., specifications, deadlines, etc.), the most stringent specification and earliest deadlines shall govern.

1.2.2 The accompanying request for proposal and Services shall be at all times in accordance with and subject to these General Terms and Conditions. The Contract expressly limits Service Provider’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 Service Provider’s general terms and conditions or any other document issued by Service Provider in connection with the Contract.

ARTICLE 2 SERVICE PROVIDER

2.1 Scope of Services

2.1.1 The Service Provider shall perform the services set forth on the signed Purchase Order and accepted proposal (the “**Services**”) in the manner and in the time set forth therein.

2.2 Covenants; Representations and Warranties of Service Provider

2.2.1 The Service Provider shall serve as the professional technical advisor and consultant to the District in matters arising out of or incidental to the performance of the Contract, and in that capacity, the Service Provider shall not have a contractual duty or responsibility to any other person or party or individual regarding the Services under the Contract, except as that duty may arise under the laws of the State of Wisconsin or expressly under the Contract.

2.2.2 Professional Services performed or furnished under the Contract shall satisfy the Standard of Care (as hereafter defined) and shall be governed by the licensing requirements under the Wisconsin Statutes and the Wisconsin Administrative Code. The Service Provider represents, by accepting the Contract, that it possesses the necessary skills and other qualifications to perform all required Services under the Contract and is familiar with the practices in the locality where such Services and work shall be performed.

2.2.3 The Service Provider’s Services consist of those Services performed directly by the Service Provider and its employees, and also Service Provider’s consultants as set forth elsewhere in the Contract. The Service Provider shall be responsible for the provision of any and all labor, administration, materials, equipment, or other items necessary and to perform the Services to be provided by the Service Provider under the Contract.

2.2.4 The Service Provider's Services shall be performed as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. The Service Provider shall use its best efforts, skill, judgment, and abilities in performing the services and to further the interests of the District, in accordance with the Standard of Care and in compliance with all applicable federal, state and municipal laws, regulations, rules, codes, ordinances, and orders of any governmental authority having jurisdiction (collectively the "**Legal Requirements**").

2.2.5 The Service Provider represents and agrees that all Services, from the inception of the Contract until the work has been fully completed and approved by the District, shall be performed (a) in accordance with the terms and subject to the conditions set forth in the Contract Documents and in compliance with all applicable laws, and Service Provider shall devote adequate resources to meet its obligations under the Contract; (b) using personnel of required skill, experience, licenses, and qualifications, (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Service Provider's field; and (e) to the reasonable satisfaction of the District (the "**Standard of Care**"). The Service Provider will at all times satisfy the Standard of Care when performing Services under the Contract and represents and agrees that its Services, when completed, will be in compliance with all Legal Requirements and that the Services and the District's use thereof, do not and will not infringe any intellectual property right of any third party. Nothing in this agreement shall prevent the District from performing for itself or acquiring from other providers the same or similar services. Any changes to the scope of Services must be agreed by the parties in a written amendment in accordance with Section 8.3.

2.2.6 The Service Provider represents and agrees that all persons (including sub-consultants) who are directly supervising the professional Services for the Project set forth herein are duly licensed to practice under the laws of the State of Wisconsin and that all Services provided hereunder shall be performed under the direct supervision of individuals properly licensed under the laws of the State of Wisconsin.

2.2.7 The Service Provider may, subject in each instance to the prior written approval of the District, enter into written agreements with sub-consultants (individually a "**Consultant**" and collectively "**Consultants**") as the Service Provider deems necessary or appropriate in order to assist the Service Provider in providing its Services hereunder, provided that each such agreement shall provide that each such Consultant, to the extent of the Services to be provided by it, shall be bound by all applicable terms of the Contract and shall assume toward the Service Provider all the applicable obligations and responsibilities which the Service Provider by the terms of the Contract assumes toward the District.

2.3 Time of the Essence

2.3.1 TIME IS OF THE ESSENCE in all times set forth in the Service Provider's Purchase Order. If the Service Provider is delayed at any time in the progress of the Services by a cause that could not be reasonably anticipated and that was beyond the Service Provider's control and upon written approval from the District, the time for performance may be extended by a revised Purchase Order. No other extensions of time shall be approved. The date of commencement of the Services ("**Commencement Date**") and the date upon which Service Provider shall complete the Services ("**Completion Date**") shall be as set forth in the Purchase Order.

2.4 Accounting Records of Service Provider

2.4.1 All of the Service Provider's records, including but not limited to those relating to Service Provider's direct personnel, Consultants, materials provided, and reimbursable expenses pertaining to the Services shall be kept in accordance with Generally Accepted Accounting Principles ("**GAAP**") and shall be available to the District or an authorized representative for inspection or audit, at all reasonable times upon prior notice to the Service Provider, throughout the term of the Contract and for at least three (3) years after final payment to the Service Provider.

2.5 Indemnification

2.5.1 To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the District, the Milwaukee Brewers Baseball Club, Limited Partnership (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 or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service

Provider personnel and subconsultants; or (b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in the Contract. 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 2.5.1 by an employee of the Service Provider, anyone directly or indirectly employed by Service Provider, or anyone for whose acts Service Provider 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 Service Provider under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Service Provider under this Subsection 2.5.1 shall not extend to indemnification for the liability (but only to the extent of such liability) of the District, or its directors, authorized representatives, consultants, or agents arising out of (1) their negligence or willful misconduct; (2) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, except those required of the Service Provider under the Contract; or (3) the giving or failure to give directions or instructions by the District or its directors, authorized representatives, consultants, and agents, provided such giving or failure to give is the primary cause of the injury or damage, except to the extent Service Provider could have reasonably anticipated that giving or failure to give such directions or instructions would result in injury or damage.

2.5.2 Service Provider shall defend, indemnify, and hold harmless the Indemnitees from and against all Losses based on a claim that any of the Services 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.

2.6 Drone Use.

2.6.1 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.

ARTICLE 3 THE DISTRICT

3.1 Duties and Responsibilities of the District

3.1.1 The District will provide available information regarding the requirements for the Project pertaining to the Services which set forth the District's objectives (the "**Project Description**"), including the project schedule, and the project budget established by the District.

3.1.2 The District will examine documents submitted by the Service Provider and will render decisions regarding them and other matters in connection with the Project in a timely manner to avoid unreasonable delay in the progress and sequence of the Services. Any approval or decision by the District regarding such documents shall not be considered a representation and warranty from the District that such documents are in accordance with any or all applicable laws, municipal ordinances, codes, and other restrictions of record, the sole responsibility of which belongs to the Service Provider.

3.1.3 If necessary, and to the extent applicable and/or available, the District shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project and a written legal description of the site.

3.1.4 The Service Provider shall be entitled to rely upon the completeness and accuracy of the information provided by the District unless the Service Provider has reason to believe that such information was inaccurate and did not report such inaccuracies to the District in accordance with the Standard of Care. Notwithstanding, and in addition to, the foregoing, the Service Provider shall notify the District in writing at any time it becomes aware of any such inaccuracies.

3.1.5 The District reserves the right to approve or disapprove all key personnel of Service Provider that will be scheduled or appointed to work on the Project under the Contract.

3.2 Project Administrator

3.2.1 The District's Project Administrator, or such other person or entity designated by the District (the "**Project Administrator**"), will administer the Contract on behalf of the District. The Project Administrator will have the authority to approve or disapprove payments of the Contract Sum to the Service Provider as set forth in Section 4.4 below. The Project Administrator will promptly interpret and advise as to any matter concerning the performance of the requirements of the Contract Documents.

3.3 Ownership of Documents

3.3.1 All documents, reports, data and other materials prepared by the Service Provider (the “**Documents**”) are instruments of the Service Provider's Service, and upon payment of all sums approved by the District as being due the Service Provider, 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 Service Provider, 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. Service Provider 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 Service Provider. The Instruments of Service are not to be used by the Service Provider or any subcontractor on any other project without written consent of the District, which consent may be withheld in the District's or the Brewers' sole discretion.

ARTICLE 4 COMPENSATION

4.1 Contract Sum

4.1.1 For the Service Provider's performance of the Services, the District shall pay the Service Provider, the lump sum fee or actual cost not to exceed amount set forth on the District's executed Purchase Order (pursuant to which these General Terms and Conditions are attached) (the “**Contract Sum**”). 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 concessions, 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 Service Provider.

4.2 Additional Services

4.2.1 Fees for services not covered by the Contract Sum must be requested by the Service Provider (“**Additional Services**”), and approved in writing by the District prior to Service Provider proceeding with such Additional Services. Such authorization shall be based upon a written proposal delineating the nature of the Additional Services, the time involved, the costs thereof, and the individuals or consultants/firms involved. A revised Purchase Order will be used to modify the Contract when Additional Services have been authorized. Performance of any Additional Services before a revised Purchase Order has been issued and executed by the District shall be at Service Provider's sole risk, and Service Provider shall not assert any equitable basis for payment for said Additional Services, such as unjust enrichment or quantum merit. The Service Provider's compensation for Additional Services, if any, shall be computed on the basis of the Service Provider's hourly rates provided in its accepted proposal for services.

4.3 Reimbursable Expenses

4.3.1 Reimbursable expenses are subject to the requirements set forth in the Wisconsin Professional Baseball Park District Guidelines Governing Professional Services and shall include, if requested and approved by the District, such other items set forth in the Purchase Order (“**Reimbursable Expenses**”).

4.4 Payment

4.4.1 Service Provider shall timely issue invoices to the District: (a) monthly in arrears for its fees for the immediately preceding month for time and materials Services; and (b) when any installment is due for fixed price Services. 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. Payments of the Contract Sum, payments for Additional Services authorized by a revised Purchase Order, and payments for Reimbursable Expenses will be made within thirty (30) days of the District's receipt of a written invoice therefor, together with all substantiating information and documents as the District may request, except as provided below. Notwithstanding the foregoing, the District shall be required to make only such payments of the Contract Sum as are proportional to the actual Services performed (as reasonably determined by the District or the Project Administrator). In addition, payments for Additional Services and Reimbursable Expenses shall be made only if previously approved by the District in accordance with Sections 4.2 and 4.3 herein.

4.4.2 Payments to the Service Provider may be withheld for damages sustained by the District or any third parties due to error, omission, unauthorized changes, or negligence on the part of the Service Provider. The District shall notify the Service Provider in writing of the alleged, specific damages and the amounts involved, on a timely basis.

4.4.3 To the extent the District does not approve a payment to the Service Provider based on a good faith dispute with the Service Provider, the District shall pay the Service Provider the portion of the payment due to the Service Provider that is not in dispute, and the disputed amount shall be subject to dispute resolution as provided in Article 7 herein. In the event the District does not approve a portion of any payment to the Service Provider, the District shall advise the Service Provider in writing of the reasons therefor.

ARTICLE 5 TERMINATION; SUSPENSION OF CONTRACT

5.1 Termination

5.1.1 The Contract may be terminated by the District without cause upon ten (10) calendar days' written notice. In the event of termination, the Service Provider will be paid the portion of Contract Sum for Services and the amount of the approved Additional Services performed to the termination date, together with any Reimbursable Expenses then due. Services performed prior to date of termination shall be in accordance with these General Terms and Conditions. Upon expiration or termination of the Contract for any reason, Service Provider shall: (i) deliver to the District all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services; (ii) return to the District all District-owned property, equipment, or other materials in its possession or control; (iii) remove any Service Provider-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 Services to an alternate service provider. The Service Provider shall not be entitled to any termination expenses or compensation other than as provided in the second sentence of this 5.1.1. In the event such termination by the District is caused by the default of the Service Provider hereunder, the District shall only be required to pay the Service Provider for the value of Services and Additional Services rendered to the extent they may be utilized on the furtherance of the Project. Nothing contained herein shall preclude the District from enforcing any other right or remedy it may have against the Service Provider at law or equity as a result of a termination of the Contract due to a default hereunder by the Service Provider.

5.1.2 Compensation for Services in the event of a termination shall be based on the percentage of Services fully completed together with an equitable apportionment for the Services in progress at the time of termination.

5.1.3 The rights and obligations of the parties set forth in this Section 5, Section 2.2.5, Section 2.5, Section 3.3, and Section 6, and any right or obligation of the parties in the Contract which, by its nature, should survive termination or expiration of the Contract, will survive any such termination or expiration of the Contract.

5.2 Suspension

5.2.1 The District may order the Service Provider to suspend, delay or interrupt the Services for a period of time as the District may direct. In such event, the Contract Sum and the Project Schedule shall be adjusted if necessary pursuant to an approved revised Purchase Order.

5.2.2 If Service Provider fails to perform Services in a timely manner according to the Purchase Order or otherwise fails to perform the Services in a timely manner, in the sole opinion of the District, then, upon seven (7) calendar days written notice to the Service Provider, the District may take whatever measures the District may deem necessary to fulfill the completion dates and/or milestone dates established for the Services in the Purchase Order, including hiring a substitute service provider and offsetting and pursuing claims for all damages and expenses incurred by the District resulting from Service Provider's failure.

ARTICLE 6 INSURANCE

6.1 Insurance Requirements

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

6.1.2 The Service Provider 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.

6.1.3 Prior to the Commencement Date of the Services, Service Provider shall provide to the District certificates of insurance evidencing the foregoing coverages. Each policy maintained by the Service Provider pursuant to this Article 6 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 7 DISPUTE RESOLUTION

7.1 Should a dispute arise between the District and Service Provider during the performance of Services 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. Pending final resolution of the dispute, unless otherwise agreed in writing by the District and the Service Provider, the Service Provider shall proceed diligently with performance of the Services, and the District shall continue to make payments of those sums that are not subject to dispute.

7.2 The exclusive forum for the resolution of any and all disputes arising under this Contract or in any way relating to the Services 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 8 MISCELLANEOUS PROVISIONS

8.1 The Service Provider shall comply with and observe federal and state laws, regulations and local zoning ordinances applicable to the Project and in effect on the date of the Contract.

8.2 The District and the Service Provider each bind themselves, their partners, successors, permitted assigns, and legal representatives to the other party to the Contract and to the partners, successors, permitted assigns, and legal representatives of such other party with respect to covenants of the Contract. Neither the District nor the Service Provider shall assign the Contract without written consent of the other.

8.3 The Contract may only be amended by written instrument signed by an authorized representative of both the District and the Service Provider.

8.4 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 address set forth in the Construction Documents or 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 8.4).

8.5 The Contract shall be governed by the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule. 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. 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.

8.6 Each party signing the Contract, including the 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 obligation 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

8.12 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 Service Provider 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.

[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 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 Service Provider's Services involve professional architectural, engineering, design or consultation work:

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. Service Provider's Equipment – All Service Providers 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, Service Providers should be certain to obtain special endorsements for loss by exceeding lifting capacity (i.e., overload). Service Provider shall procure All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Service Provider for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Service Provider 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. Service Providers 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, permitting Service Provider to commence Services prior to District's receipt of the required certificate shall not be a waiver of the Service Provider's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by Service Provider shall not relieve or decrease in any manner the liability of the Service Provider 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

Wisconsin Professional Baseball Park District
Diversity Contracting Program



DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

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

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

YES!

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

NO

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

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

YES!

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

NO

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

Using a Diverse Firm

OR

Not Using a Diverse Firm

Utilization Plan

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

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

After your firm is awarded a bid or contract

Utilization Form

Complete the Utilization Form and submit it with each invoice that includes payments to the Diverse Firm subcontractor. To access this form, please use the following link.

<https://wibaseballdistrict.com/wp-content/uploads/2024/06/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.

	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.	☐ Entire project.	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	

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

	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
	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:	
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



APPENDIX D

Current 2026 Milwaukee Brewers Baseball Schedule



2026 SCHEDULE

● Home ● Away ● Las Vegas Ballpark ● MLB Little League Classic (Williamsport, PA)

SUN	MON	TUE	WED	THU	FRI	SAT
MAR/APR				26 S 1:10	27	28 S 6:10
29 S 1:10	30 TB 6:40	31 TB 6:40	1 TB 12:40	2	3 KC 6:45	4 KC 3:10
5 KC 1:10	6 B 5:45	7 B 5:45	8 B 12:35	9	10 W 6:40	11 W 6:10
12 W 1:10	13	14 M 6:40	15 M 6:40	16 M 12:40	17 M 6:10	18 M 3:10
19 M 12:40	20	21 D 5:40	22 D 5:40	23 D 12:10	24 P 6:40	25 P 6:10
26 P 1:10	27	28 A 6:40	29 A 6:40	30 A 12:40		

SUN	MON	TUE	WED	THU	FRI	SAT
MAY					1 W 5:45	2 W 3:05
3 W 12:35	4 S 6:45	5 S 6:45	6 S 12:15	7	8 NY 6:40	9 NY 6:10
10 NY 1:10	11	12 SD 6:40	13 SD 6:40	14 SD 12:40	15 C 7:10	16 C 6:10
17 C 1:10	18 C 6:40	19 C 6:40	20 C 6:40	21	22 LA 6:40	23 LA 6:15
24 LA 1:10	25 S 1:10	26 S 6:40	27 S 12:40	28	29 H 7:10	30 H 3:10
31 H 1:10						

SUN	MON	TUE	WED	THU	FRI	SAT
	1 SF 6:40	2 SF 6:40	3 SF 6:40	4 SF 1:10	5 CR 7:40	6 CR 8:10
7 CR 2:10	8 A's 9:05	9 A's 9:05	10 A's 8:05	11	12 P 6:40	13 P 6:15
14 P 1:10	15	16 C 6:40	17 C 6:40	18 C 1:10	19 A 6:15	20 A 3:10
21 A 12:35	22 C 6:10	23 C 6:10	24 C 6:10	25	26 C 6:45	27 C 6:10
28 C 1:10	29 C 6:40	30 C 6:40	JUNE			

SUN	MON	TUE	WED	THU	FRI	SAT
			1 C 7:10	2 C 1:10	3 A 8:40	4 A 8:40
5 A 3:10	6 S 6:45	7 S 6:45	8 S 6:45	9 S 6:45	10 P 5:40	11 P 3:05
12 P 11:15A	13	14	15	16	17 M 6:40	18 M 3:10
19 M 1:10	20 NY 6:40	21 NY 6:40	22 NY 1:10	23	24 CR 3:10	25 CR 6:10
26 CR 1:10	27 S 8:45	28 S 8:45	29 S 2:45	30	31 A 8:38	

SUN	MON	TUE	WED	THU	FRI	SAT
AUGUST					1 A 8:38	
2 A 2:15	3 P 6:40	4 P 6:40	5 P 6:40	6 P 1:10	7 C 6:40	8 C 6:10
9 C 1:10	10 SD 8:40	11 SD 8:40	12 SD 3:10	13 LA 9:10	14 LA 9:10	15 LA 6:15
16 LA 3:10	17	18 S 6:40	19 S 6:40	20 S 1:10	21 A 3:10	22 A 1:10
23 A 6:10	24	25 M 6:10	26 M 6:10	27 M 6:10	28 T 6:40	29 T 6:15
30 T 1:10	31 C 6:40					

SUN	MON	TUE	WED	THU	FRI	SAT
			1 C 6:40	2 C 6:40	3 C 6:40	4 C 5:40
5 C 5:40	6 C 11:10A	7 C 1:10	8 C 6:40	9 C 6:40	10	11 C 6:40
12 C 6:10	13 C 1:10	14	15 P 5:40	16 P 5:40	17 P 11:35A	18 S 8:05
19 S 3:05	20 S 6:20	21	22 P 5:40	23 P 5:40	24 P 5:05	25 S 6:40
26 S 6:10	27 S 2:10	28	29	30		

Game dates subject to change. [BREWERS.COM](https://www.milwaukeebrewers.com)



WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT



APPENDIX E

Pre-bid Site Visit Information

Wisconsin Professional Baseball Park District
American Family Field
Bidding Contractor Pre-Bid Meeting / Site Visit

Notification

Email bid@wibaseballdistrict.com with your company name and number of individuals planning to attend at least 24 hours prior to the site visit.

Parking

For your site visit to the ballpark, please park in the American Family lot and enter through the North Dock (see attached map). Once at the North Dock you will be required to check in through a Visitors Management System. A representative from the District will meet you at the North Dock entrance.

Visitor Management Procedures

All Visitors accessing non-public ballpark spaces must check-in through a Visitor Management Kiosk at the North Dock. For this site visit, it is REQUIRED that you pre-register all visitors prior to your arrival at the ballpark.

Pre-Registration

Visitors are able to submit a Pre-registration form through the following link:

<https://visitor-registration.brewers.com>

Visitors will be required to enter who they will be visiting. After Pre-registration is submitted a QR code will be emailed to the visitor. Once on-site the QR code can be scanned at kiosks and their information will be populated.

Checked-In

Once your QR code is submitted, the Visitor's sticker will be printed at the operator's desk.

Check-Out

The Visitor will be directed to the kiosk to scan their Visitor Pass and sign out for the day.



PARKING MAP

