WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

A

REQUEST FOR PROPOSALS

FOR

FOUNDERS SUITE KITCHEN MEP IMPROVEMENTS

AMERICAN FAMILY FIELD
1 BREWERS WAY
MILWAUKEE, WISCONSIN 53214

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

OCTOBER 7, 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") to perform improvements to the Founders Suite Kitchen at American Family Field ("Work"). The District will accept bids from any trade or general contractor as the prime but bid shall include the full MEP scope (all Work except Foodservice Equipment Contractor (FEC) scope). Foodservice Equipment Contractor (FEC) scope will be contracted separately.

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

OVERVIEW

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

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

Shannon Schwingle, Project Administrator
414-550-9830
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

Contractors will receive an email confirming receipt of the bid. Bids are due by **5:00 PM (CT) on November 2, 2026.**

This RFP may be amended by the District in response to need for further clarification, specifications and/or requirement changes, new opening date, etc. Amendments will be posted on the District's website at www.wibaseballdistrict.com. It is the responsibility of the bidding

Contractors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. Failure to do so may result in your bid being rejected. The District reserves the right to (i) reject any and all bids for any reason or no reason at all; (ii) disregard all non-conforming, non-responsive or conditional bids; or (iii) waive any and all bid irregularities or informalities and make an award as if the irregularities or informalities did not exist. Contractors will not be compensated for any costs or expenses incurred in the preparation of their bid.

Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CT) on October 22, 2026, to the Project Administrator, Shannon Schwingle, at bid@wibaseballdistrict.com.

Responses to questions will be posted on the District's website (www.wibaseballdistrict.com) no later than 5:00 pm (CT) on October 28, 2026. **Please check the website periodically since a preliminary response to questions may be posted sooner than October 28, 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

Bidding Contractors must provide evidence of successful completion of projects similar in scope, complexity, and timeline of the Work. This evidence shall be submitted at the same time as the bidding Contractor's bid form.

PRE-BID SITE VISIT

While the District has provided certain drawings as part of this RFP, they should not be relied upon for completeness. See **Appendix D** for details on the mandatory pre-bid walk on **October 14, 2026 at 9:00 am (CT)**.

SCOPE OF WORK

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

SCHEDULE

Milestone	Date
RFP Released	10/7/2026
Mandatory Pre-Bid Walk	10/14/2026
RFP questions due	10/22/2026

RFP response to questions posted	10/28/2026
RFP bids due	11/2/2026
Contract awarded to selected Contractor *	Week of 11/9/2026
Substantial completion, including all testing and commissioning**	2/26/2027

* 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.

PERMITS AND REGULATIONS

Bidder shall include in their bid all costs necessary to comply with all applicable laws, ordinances, rules and regulations. All work for the project must be performed in accordance with all federal, state, and local laws, ordinances, and rules and regulations relating to the work. Where the bid documents exceed these requirements, the bid documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

BIDDING CONTRACTOR'S REPRESENTATION

By submitting a bid, each Contractor certifies that it has examined and fully comprehends the requirements and intent of this RFP. By submitting a bid, each Contractor further certifies that, prior to submitting its bid, it has visited the site and examined all conditions affecting the Work and proposes to furnish all labor, materials, equipment and supplies necessary for, or incidental to, the proper execution of the Work.

CONDITIONS OF WORK

Access to American Family Field will be subject to standard building access regulations in place at that time. The selected Contractor will be provided with parking at American Family Field.

PROTECTION OF WORK AND PROPERTY

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

Contractor shall take all necessary precautions for the safety of employees on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being

performed. Contractor shall erect, and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against, without limitation, hazards created by such features of construction as protruding nails, hoists, scaffolding, and falling materials. Contractor shall provide and maintain flags, danger signs, barricades, rails, etc., as required to for safety. Job site safety is the sole responsibility of the Contractor.

DIVERSE FIRM PARTICIPATION

The District has a goal to achieve 15% participation by Diverse Firms as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found in **Appendix 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

Contractor Warranty

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

TAXES

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

CLOSEOUT REQUIREMENTS

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

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

APPENDICES

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

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 – **PERFORM MEP WORK FOR FOUNDERS SUITE KITCHEN IMPROVEMENTS (ALL NON-FOODSERVICE EQUIPMENT CONTRACTOR WORK)**

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 MEP improvements as shown in **Appendix A** at American Family Field.

Lump Sum Amount $ _____ Dollars $ _____

(Words) U.S. Funds (Figures) U.S. Funds

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

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

Regular Labor Rate

$ Per Hour: _____ Dollars $ _____

(Words) U.S. Funds (Figures) U.S. Funds

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. CONTRACTOR WORKMANSHIP WARRANTY

Attach a sample of the 1-year contractor workmanship warranty.

IV. DIVERSE FIRM PARTICIPATION

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

VII. SUB-CONTRACTOR LIST

Bidding Contractor agrees that the following list of subcontractors represents all those that will be required and used for completion of the work and that no subcontractor listed will be changed without prior consent from the Wisconsin Professional Ballpark Park District.

VIII. SCHEDULE OF VALUES

Attach a Schedule of Values as a separate page.

APPENDIX A

Scope of Work

Email bid@wibaseballdistrict.com to receive a copy of the **Appendix A** documents.
This RFP is for all Non-Foodservice Equipment Contractor (FEC) scope.

- Drawing set "25-105 AFF Founders Kitchen_Bid Drawings 072426" [14 pages]
- Food Service Equipment specs "Am Fam Founders Kitchen Foodservice Spec_10-07-2026" [13 pages]
- Mechanical specs " Am Fam Founders Kitchen Mechanical Spec_10-07-2026" [52 pages]
- "Am Fam Founders Kitchen Cutsheet Book" [103 pages]

APPENDIX B

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

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

Article 1 GENERAL PROVISIONS

1.1 The Contract

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

1.2 The Contract Documents

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

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

1.3 The Ownership of Contract Documents

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

Article 2 THE DISTRICT

2.1 Duties

The District shall provide any site information in its possession related to the construction site. Except for Permits as defined in Section 3.9 below, the District shall obtain and pay for all necessary approvals, easements, special assessments and charges. The furnishing of any information by the District shall not relieve Contractor of any duty under the Contract Documents. Contractor shall notify the District within three (3) business days following discovery of any discrepancy between the information provided and actual site conditions. Failure to notify the District within such time shall constitute a waiver of any claim relating to the condition so discovered.

2.2 Right To Stop Work

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

2.3 Right To Carry Out The Work

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

Article 3 CONTRACTOR

3.1 Duties

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

3.2 Subcontracts and Subcontractors

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

Administrator, and their respective successors, as additional insureds and hold such parties harmless for their negligence.

3.3 Supervision

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

3.4 Coordination

Certain portions of the Work may be completed by contractors hired directly by the District. Contractor shall be responsible for coordinating its Work on the Project (as such terms are defined in Article 12 below), including coordinating deliveries, storage, installations, and use of utilities with such contractors.

3.5 Safety and Security

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including all applicable safety laws, standards, rules and regulations, and shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent injury to, or loss to all persons, the Work, materials, equipment, and other property at the site or adjacent thereto. Contractor shall, in the performance of its duties, be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law or in conjunction with any governmental authority. Contractor shall promptly report to Project Administrator and the District all accidents arising out of or in connection with the performance of the Work, giving full details including statements of witnesses. Contractor shall promptly remedy any damage, injury or loss to property, as well as any condition posing undue threat of damage, injury or loss, at the site caused by the Contractor, subcontractors, or anyone else directly or indirectly associated with such condition. Contractor shall secure the construction site, limiting access to authorized personnel only.

Contractor acknowledges that the Work will be performed within an existing professional sports stadium ("**American Family Field**" or "**AFF**") that will be operating throughout the performance of the Work. Contractor shall perform the Work in a manner that causes minimal disruption to the normal, day-to-day operations at AFF and in a manner that addresses life safety and traffic considerations as directed by the District and the Brewers. Contractor further acknowledges and agrees that during performance of the Work, AFF may continue to host professional sporting events, concerts, and other public and private events ("**Event(s)**"). Contractor shall ensure that its performance of the Work does not interfere with the functionality of the lighting systems, concessions, bathrooms, audio systems, player and employee facilities, playing field, stadium seats, parking facilities and all ingress/egress to the seating bowl and playing field, including emergency egress, and shall follow written guidance provided for Work leading up to and/or during Events. If there is an injury or damage to person or property on a day in which an Event takes place, Contractor shall provide prompt notice to the Brewers of any such injury.

3.6 Drone Use

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

3.7 Quality

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

3.8 Warranty

Contractor warrants that: (1) materials and equipment furnished by Contractor will be of good quality and new; (2) the Work will be free from defects in workmanship, material, and design; (3) the Work will conform to the applicable specifications, drawings, designs, samples, and other requirements of the Contract Documents; (4) the Work will be fit for its intended purpose and operate as intended; (5) the Work will be free and clear of all liens, security interests or other encumbrances; (6) the Work will not infringe or misappropriate any third party's patent or other intellectual property rights; and (7) Contractor shall perform the Work using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations hereunder and under any Contract Documents. These warranties survive any delivery, inspection, acceptance, or payment of or for the Work by the District. Contractor warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the Substantial Completion Date and that its Work will be free from defects in workmanship, design and material until the end of the Term, or for one (1) year, whichever is later; provided further, that Contractor shall promptly correct any such defects identified by the District during such time period. Establishment of this one (1)-year period for correction of defective Work does not affect or in any way limit the applicable statutory limitations or statute of repose periods with respect to Contractor's other obligations under the Contract Documents and it relates only to the specific obligation of Contractor to correct the Work; the one (1)-year period of correction has no relationship to the time within which the obligation to comply with the Contract Documents may be sought or enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work. Upon written notice from the District, Contractor shall, at its option, repair or replace the defective Work or re-perform defective services. These warranties do not extend to any Work or services that have been abused, altered, misused, or repaired by the District or third parties without the supervision of and prior written approval of Contractor; or if Contractor's serial numbers or warranty date decals have been removed or altered. The District must promptly report any failure of the equipment to Contractor in writing.

The warranties set forth in this Section 3.8 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of the District's discovery of the noncompliance of the Work or services. If Contractor installs or furnishes a piece of equipment under the Contract, and that equipment is covered by a warranty from the manufacturer, Contractor will transfer the benefits of that manufacturer's warranty to the District if the Contract with the District terminates before the equipment manufacturer's warranty expires.

3.9 Permits

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

3.10 Hot Work

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

3.11 Construction Site Pollution Control

Prior to any land disturbance Work commencement, Contractor shall supply an erosion and sediment control plan, details, notes, and necessary sequencing plan to the District that Contractor shall implement to comply with the Construction Site Erosion & Sediment Control Standards applicable to the Work. The plan shall outline all necessary DNR approved technical standards related to erosion/sediment control and/or storm water management that the Contractor will implement, maintain, and inspect as required throughout the duration of construction until final restoration (as needed) is achieved. The Contractor shall be responsible for the proper design; and the Contractor shall be responsible for the proper installation, inspection and repair/maintenance of the erosion/sediment control measures and/or storm water management measures and shall document records of inspections (on DNR inspection reports: http://dnr.wi.gov/topic/stormwater/construction/forms.html) and records of repair/maintenance activities in daily logs during the Work in accordance with ch. NR 151 and ch. NR 216, Wisconsin Administrative Code. The inspection reports and repair/maintenance logs shall be kept on-site in an accessible location along with the approved erosion and sediment control plan, details, notes and sequencing plan.

Contractor shall not permit any Hazardous Materials to be deposited, stored, disposed, placed, generated, manufactured, buried, refined, transported, treated, discharged, handled, exacerbated, or located on District property. Contractor shall promptly notify the District of the discovery of any Hazardous Material on the District property, recommend appropriate action, and implement and supervise the course of action approved or directed by the District. For purposes of this Contract, "**Hazardous Materials**" means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, lead-based paint, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances, or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws, or any molds, spores, fungi, or other harmful microbial matter. "**Environmental Laws**" means any federal, state, or local law, rule, or regulation pertaining to environmental regulation, contamination, remediation, or cleanup, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq. and 40 CFR § 302.1 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq. and 40 CFR § 116.1 et seq.), those relating to lead based paint, the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), and the regulations promulgated pursuant to said laws, all as amended.

3.12 Schedule

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

3.13 Clean-Up

Contractor shall keep the premises and surrounding area free from debris and trash related to the Work. Contractor shall be responsible for daily clean-up of construction materials, debris and dust control. Upon completion of the Work, Contractor shall provide a final clean-up of all surfaces. If Contractor fails to clean up as provided in the Contract Documents, the District may provide Contractor with written notice and an opportunity to perform the required clean-up within the time specified in such notice. If Contractor fails to do so, or if the District determines that immediate clean-up is necessary, the District may perform the clean-up and shall be entitled to reimbursement from the Contractor.

3.14 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the District, the Project Administrator, the Brewers, Major League Baseball, and the directors, authorized representatives, owners, consultants and agents of each ("**Indemnitees**") from and against all claims, liabilities, costs, damages, liens, losses, payments, judgments, and expenses including, but not limited to, reasonable attorneys' fees and other litigation expenses (collectively, "**Losses**"), arising out of or resulting from: (a) bodily injury, death of any person, sickness, disease, or damage to real property resulting from the willful, fraudulent, or negligent acts or omissions of Contractor or Contractor personnel and subcontractors; or (b) Contractor's breach of any representation, warranty, or obligation of Contractor set forth in the Contract (including, without limitation, any violation of applicable safety laws described in Section 3.5, above or environmental requirements as described in Section 3.11 above). This obligation is in addition to any other obligations set forth herein or under applicable law or in equity. In claims against any person or entity indemnified under this Subsection 3.14 by an employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

Contractor shall keep the property and/or Project site free and clear of all liens and similar claims arising out of Contractor's Work. If any such lien is filed, Contractor shall cause the same to be released or bonded over within twenty (20) days after receiving notice of such lien. Notwithstanding the foregoing, the District reserves the right (but not the obligation) to settle any lien claim by payments to the lien claimant or by such other means as the District, in the District's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the District, upon demand, for any payments so made.

The provisions of this Section 3.14 will survive the expiration or earlier termination of the Contract.

Article 4 PROJECT ADMINISTRATOR

The District's Project Administrator, or such other person or entity designated by the District ("**Project Administrator**"), will provide administration of the Contract. The Project Administrator will visit the site at regular intervals, and based upon the observations made, will evaluate Contractor's invoice and certify the amount due, if any, and in whole or in part, as set forth below in Section 6.2. The Project Administrator will have the authority to reject non-conforming or defective Work. The Project

Administrator will promptly interpret and advise concerning the Contractor's performance of the requirements of the Contract Documents.

Article 5 TIME AND SCHEDULE

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

Article 6 COSTS, PAYMENT AND COMPLETION

6.1 Contract Sum

The Contract Sum is the total amount payable by the District to the Contractor for the full and complete performance of the Work under the Contract Documents ("**Contract Sum**"). Without limitation, the Contract Sum includes: (i) all subcontractors' Work (including any mark-up on subcontractors' Work); (ii) all self-performed work; (iii) the costs of all materials and supplies; (iv) the costs of all equipment; (v) all labor necessary to perform the Work; (vi) the costs of all bonds and insurance required to be furnished and/or provided by Contractor under the Contract Documents; (vii) the costs of all Permits; (viii) any and all other direct or indirect costs; and (ix) Contractor's fee, profit and/or recoverable overhead. As indicated in the Purchase Order, the Contract Sum shall either be in the form of a "Lump Sum", "Actual Cost - Not to Exceed" (which Contractor shall submit to the District), or such other method of payment as agreed upon by the District and Contractor. No increase in the Contract Sum is effective, whether due to changes or increases in law or taxes, any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty 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 Contractor.

6.2 Invoicing

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

For the avoidance of doubt, the Project Administrator may withhold certification of payment in whole or in part or, because of subsequently discovered evidence, may nullify the whole or a part of a previously certified payment, to such extent as may be necessary in the Project Administrator's sole discretion to protect the District from loss for which the Contractor is responsible, including loss resulting from acts and omissions of its subcontractors, because of: (1) defective Work not remedied;

(2) third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the District is provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or suppliers for labor, materials or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (5) damage to the District, the Brewers, or a separate contractor of the District's; (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (7) failure to carry out the Work in accordance with the Contract Documents or any other default by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor may be liable to comply with any provisions of, the Contract Documents; (8) failure of the Contractor to comply with the most current approved Project schedule; or (9) any lien or attachment not discharged as required by the Contract Documents.

All invoices will be delivered via email and must be received no later than ninety (90) days after completion of Work covered in the invoice. Stale charges (more than ninety (90) days old) will not be accepted. Invoices are due net 30 days from the District's receipt of the invoice certified for payment by the Project Administrator, including all required supporting documentation, except for any amounts disputed by the District in good faith.

The parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing obligations notwithstanding any such dispute.

6.3 Progress Payments

Contractor shall pay each subcontractor and other person or entity providing services or work for the Contractor no later than the time period required by applicable law, but in no event more than seven (7) days after receipt of payment from the District, the amount to which the subcontractor or other person or entity providing services or work for Contractor is entitled, reflecting percentages actually retained (if any) from payments to the Contractor on account of the portion of the Work performed by the subcontractor or other person or entity. Contractor shall, by appropriate agreement with each subcontractor and other person or entity providing services or work for Contractor, require each subcontractor or other person or entity to make payments to sub-subcontractors in a similar manner.

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

6.4 Substantial Completion

Substantial Completion occurs when the Work is sufficiently complete in accordance with the Contract Documents such that the District can occupy or use the Work for its intended purpose and when all required occupancy permits have been issued and delivered to the District. Upon Substantial Completion, as determined by the Project Administrator, the District shall make payment, excepting only such Work as required to complete the punch list. When Contractor believes it has substantially

completed the Work in all material respects, Contractor shall notify the District in writing of such completion. Contractor shall promptly meet with the District after the date of Contractor's notice of its completion of the Work to inspect the premises and prepare with the District a "punch list" of corrections of construction that are required to cause any applicable portion of the Work to conform with the Contract Documents in all material respects. Contractor shall within fifteen (15) days cause all items on the punch list to be completed or remedied.

6.5 Final Completion

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

Article 7 CHANGES IN THE WORK

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

Article 8 INSURANCE AND BONDS

The Contractor shall purchase and maintain, at its expense, insurance covering the Work to be performed hereunder for the Contractor's negligent acts, errors and omissions of the types, limits of liability, and all other requirements set forth in Exhibit A attached hereto..

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

Article 9 TERMINATION

9.1 Termination By Contractor

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

1. issuance of a court or other public authority order stopping all Work;

2. an act of government declaring all Work is to stop; or

3. failure of the District to make payment upon an invoice validly certified by the Project Administrator within thirty (30) days after approval, which failure continues for a period of seven (7) days after written notice from Contractor to the District.

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

9.2 Termination By the District For Cause

The District may terminate the Contract if the Contractor:

1. refuses or fails to adequately supply properly skilled labor or materials;

2. fails to make payments to subcontractors for materials or labor in accordance with the respective subcontract agreements;

3. disregards laws, ordinances, rules regulations or orders of any public authority having jurisdiction over the Project;

4. breaches any provision of the Contract Documents;

5. becomes insolvent; or

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

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

9.3 Termination By The District For Convenience

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

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

9.4 Suspension By The District

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

9.5 No Suspension by Contractor

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

Article 10 MISCELLANEOUS PROVISIONS

10.1 The Contract is entered into and shall be interpreted in accordance with the laws of the State of Wisconsin, without regard for conflict of laws principles.

10.2 Any legal suit, action, or proceeding arising out of or related to the Contract or the services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties hereby waive any claims or defenses that venue in such jurisdiction is inappropriate, inconvenient or wrongful. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.3 If any term or provision of the Contract is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.4 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.5 Except as set forth herein, the Contract and these General Terms and Conditions shall be binding upon all successors and heirs of the respective parties. The foregoing notwithstanding, other than the right to subcontract the Work, the Contractor may not assign the Contract Documents to any third party without the prior written consent of the District, which the District may withhold in its absolute discretion.

10.6 Remedies

In addition to all rights and remedies available under law, the District may set off any and all damages for which Contractor is liable under the Contract Documents. The prevailing party in any dispute between the District and Contractor shall be awarded its costs and expenses, including reasonable attorney's fees.

10.7 Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized

overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid or when actually received. Such communications must be sent to the respective parties at the last known registered address of such party (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.7).

10.8 The Contract may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, the Contract shall be deemed to have been fully executed and each counterpart shall be deemed to be an original and all counterparts taken together shall be one and the same Contract. The Contract may be signed by e-mailed or other electronic signatures (e.g., DocuSign) and e-mail or such other electronic signatures hereon shall be deemed originals for all purposes.

10.9 Each party to the Contract, including these General Terms and Conditions, represents and warrants: (i) it has read and understands the Contract; (ii) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder, and (iii) when executed and delivered by such party, the Contract will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.10 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of the Contract.

10.11 The parties are independent contractors, and nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

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

10.13 Contractor specifically understands and agrees that the Contractor, the subcontractors, suppliers and others providing materials or services for the Project, and the directors, owners, agents, employees, or representatives of any of them must not use any names, logos or trademarks of the District or the Brewers, and must not mention the District or the Brewers in any promotional or marketing materials, customer lists or other contexts without receiving written permission from the District and the Brewers. The Contractor understands that the foregoing assurance is of immeasurable value to the District and the Brewers and any failure by the Contractor to comply with it would cause substantial harm to the business of the District and the Brewers and would deprive the District and the Brewers of the significant benefit they hope to obtain from this Contract. The Contractor specifically understands that no right or license to use any of the names, logos, trade names, marks or similar rights of the District, the Brewers, Major League Baseball or their respective affiliates is granted by this Contract, and the Contractor covenants not to make any unauthorized use of any of the foregoing. The provisions of this Section 10.13 shall survive the expiration or sooner termination of this Contract.

10.14 Access to and/or use of the playing field, which includes both fair and foul territory, at AFF (the "**Playing Field**") shall be limited. The Contractor and its subcontractors shall not be permitted to access or use the Playing Field except upon prior written approval of the District and the Brewers Senior Vice President – Stadium Operations, or his or her designee, and, if approved, access and/or

use by Contractor and/or its subcontractors shall be accompanied by a member of the Brewers' ground crew staff. Contractor acknowledges and agrees that it shall be solely responsible for, and shall compensate the Brewers for, any damage caused by the Contractor's, or its subcontractors', access to and/or use of the Playing Field, and Contractor further agrees that if the Brewers determine in its sole and absolute discretion that such access or use will cause, or is likely to cause, any such damage to the Playing Field, then Contractor shall propose measures that Contractor will take, at its sole cost and expense, to prevent any such damage to the Playing Field for the Brewers' consideration and prior written approval.

10.15 If Contractor believes the Work requires a change in the position of AFF's roof, it shall notify the District and the District will coordinate with the Brewers' Senior Vice President – Stadium Operations, or his or her designee, regarding the desired change and/or when the Brewers will effectuate the change.

Article 11 DISPUTE RESOLUTION

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

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

Article 12 DEFINITIONS

12.1 The Work

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

12.2 The Project

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

[END]

EXHIBIT A

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

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

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

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

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

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

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

D. **Excess or Umbrella Liability**:

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

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

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

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

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

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

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

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

I. **Additional Insured**: The Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, Limited Partnership shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies. Contractors shall also require that each of its subcontractors name the Additional Insureds as additional insureds on the subcontractors' Commercial General Liability, Commercial Automobile and Umbrella Liability policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations.

J. **Certificate of Insurance**: The District shall receive a Certificate of Insurance evidencing compliance with these insurance requirements prior to commencing any work, and a renewal Certificate of Insurance prior to the expiration or cancellation of any policy. However, the District permitting Contractor to commence Work prior to District's receipt of the required certificate of insurance shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by the Contractor shall not relieve or decrease in any manner the liability of the Contractor under this Contract.

K. **Coverage Term**: All insurance must remain in force for the duration of the project and three years following project completion.

L. **A.M. Best Rating**: All insurers must be rated A- or better by A.M. Best & Company.

39147609.4

APPENDIX C

Wisconsin Professional Baseball Park District
Diversity Contracting Program

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ADDRESS: 1 BREWERS WAY, MILWAUKEE WI 53214 **E-MAIL:** CONTACT@WIBASEBALLDISTRICT.COM **PHONE:**(414)902-4040

DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

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

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

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

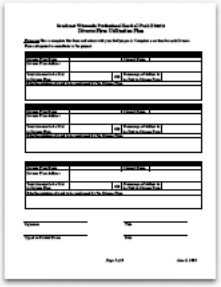
NO
The District maintains a Diverse Firm participation goal of 10 % for professional services and 15 % for improvement projects. Please review Diverse Firm contracting options and continue below.

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

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

NO
We were unable to secure a Diverse Firm subcontractor. Continue to the "**Not Using a Diverse Firm**" section below.

Using a Diverse Firm

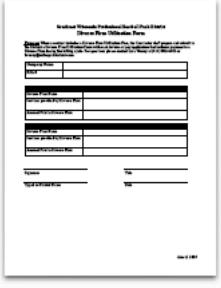


Utilization Plan

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

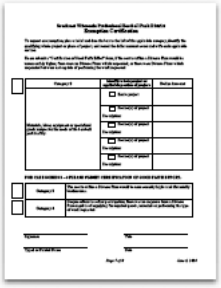
Complete the Utilization Form and submit it with each invoice that includes payments to the Diverse Firm subcontractor. To access this form, please use the following link.

https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diverse-Firm-Utilization-Form-2024-06.pdf

OR

Not Using a Diverse Firm

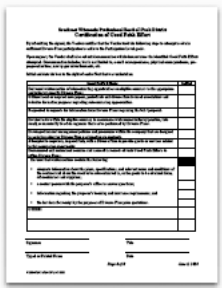
Exemption Certification



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

Mandatory Pre-Bid Site Visit Instructions

October 14, 2026 at 9:00 am (CT)

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

- General Parking Lots
- Preferred Parking Lots
- Gold Preferred Parking Lots
- Staff Parking Lots
- Bus Parking Lot
- Ride Share Lot
- Pedestrian Walkways
- Accessible Parking
- Restrooms
- Courtesy Shuttle Pick-Up/ Drop-Off
- Special Needs Bus Drop-Off
- Pavilions (1-7)
- Tailgate Grids (Uecker/Yount Lots)
- Tailgate Grids (Bus Lot)
- Tailgate Grid Location Map