

A
REQUEST FOR PROPOSAL
FOR
FLAT ROOF REPLACEMENT

MILLER PARK
ONE BREWERS WAY
MILWAUKEE, WISCONSIN 53214

ISSUED BY:
THE SIGMA GROUP for
SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT
AND
MILWAUKEE BREWERS BASEBALL CLUB

July 19, 2019
UPDATED: July 23, 2019

INTRODUCTION

This Request for Proposal (RFP) is for the removal of approximately 8,750 square feet of the existing built up asphalt roof in the right field corner extending to the expansion joint and replacement with a Firestone Building Product 60-mil EPDM fully adhered roof system. All quantities and measurements to be field verified. See location in Appendix A.

Proposals should be written to the Southeast Wisconsin Professional Baseball Park District, Miller Park, One Brewers Way, Milwaukee, WI 53214 ATTN. Shannon Schwingle. Proposals 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. Access to the site can be obtained through The Sigma Group (Shannon Schwingle 414-550-9830). **Bids are due on Friday, August, 16, 2019 by 2:00 pm (CDT).**

Any and all questions related to this RFP must be submitted in writing no later than 2:00 pm (CDT), Monday, August 5, 2019 to:

Shannon Schwingle
The Sigma Group
Email: SSchwingle@thesigmagroup.com

Responses to questions will be posted on the District's website (www.millerparkdistrict.com) no later than 2:00 pm (CDT) on Tuesday, August 6, 2019. Please check the website periodically since a preliminary response to questions may be posted sooner than August 6, 2019.

Requests for Proposals 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.millerparkdistrict.com. It is the responsibility of the prospective 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 response being rejected.

A copy of the Southeast Wisconsin Professional Baseball Park District standard General Conditions is included in Appendix B. The Sigma Group will serve as Project Administrator on this project and shall review all submittals and approve all invoices. In addition, The Sigma Group will be performing a punchlist review and follow-up punchlist closeout inspection.

SCOPE OF WORK

Base Bid

- Furnish all labor and material to remove the existing built up asphalt roof membrane with the resulting debris to be removed from the building and premises. Insulation and vapor barrier under the membrane being removed is to be reused with the exception of areas where damage is discovered and replacement is needed.

- Furnish all labor and material to install a new Firestone Building Products 60-mil EPDM fully adhered roof system following the manufactures most recent specification.
- Furnish all labor and material to install Firestone Building Products 60-mil EPDM membrane to be used as flashing at all vertical surfaces.
- Furnish all labor and materials to install four (4) new curbs with new 24-guage pre-finished metal counter flashing copings for condenser units currently mounted on 4" x 4" lumber.
- Furnish all labor and material to install four (4) new rows of 2' x 2' concrete pavers at the east wall to help prevent ice damage.
- Furnish all labor and material to install new EPDM accessories.
- Furnish all labor and material to install new 24-gauge pre-finished metal counter flashing copings.
- Provide a manufacturer's 15 year NDL warranty.

Alternate Base Bid 1 (OPTIONAL)

As an alternative, you MAY provide an Alternate Base Bid to include all work associated with Base Bid, substituting the Firestone Building Products 60-mil EPDM with an alternative product. Provide specifications of product with bid.

Alternate Bid 1

As an alternate, include costs with unit pricing for ten (10)% of the total project area to cover potential discoveries during take-off of existing roof for the following items:

- Furnish and install a new self-adhering vapor barrier, properly adhered to the existing concrete deck, assuring the concrete is completely dry before applying and installed according to the manufacturer's specifications.
- Furnish all labor and material to install new 1/4 tapered iso insulation (to match existing) to be used to provide a positive slope to all roof area drains, all layers set in foam adhesive, with all joints staggered.

Alternate Bid 2

As an alternate, include cost deduct to remove two (2) rows of 2' x 2' concrete pavers at the east wall.

Alternate Bid 3

As an alternate, include cost deduct to remove the scope of installing the four (4) new curbs with new 24-guage pre-finished metal counter flashing copings for condenser units and place on 4" x 4" treated lumber with walkway pad under the lumber to protect the new membrane.

TAXES

This project is Sales Tax Exempt CES Number ES 40936.

SCHEDULE

The successful bidder will be notified by August 29, 2019 and the Southeast Wisconsin Professional Baseball Park District anticipates issuing a contract for this work on October 2, 2019. Work is expected to be completed no later than December 20, 2019. If work is unable to be completed by this date, it is expected that the awarded bid amount be held by the contractor through to the Spring of 2020 and work completed at that time, but no later than June 30, 2020.

WARRANTY

Included in the cost of the work, the Contractor shall provide a manufacturer's 15 year NDL warranty from the time of project final completion.

PROJECT PARTICIPATION

Contractor shall make an effort to meet the participation goal of 15% participation by certified Targeted Firms as outlined in the 09/18/2012 Targeted Firm Participation Program for District Operations. A copy can be found on the Project Participation Committee tab on the Southeast Wisconsin Professional Baseball Park District website (www.millerparkdistrict.com).

CLOSEOUT REQUIREMENTS

The contractor shall submit the following to The Sigma Group as part of project closeout. The Sigma Group must receive and approve these items prior to recommending final payment to the owner.

1. Final lien waiver
2. Manufacturer's Warranty
3. Completion of all punchlist items

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 – REMOVE & REPLACE FLAT ROOF

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required to remove the existing roof and replace it with a Firestone 60-mil EPDM fully adhered roof system on the roof at Miller Park as depicted in Appendix A:

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

II. LUMP SUM ALTERNATE BASE BID I (OPTIONAL) – REMOVE & REPLACE FLAT ROOF

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required to remove the existing roof and replace it with an alternative 60-mil EPDM fully adhered roof system on the roof at Miller Park as depicted in Appendix A:

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

Product Proposed for Alternate Base Bid I: _____

III. LUMP SUM/UNIT COST ALTERNATE BID 1 – INSULATION AND VAPOR BARRIER REPLACEMENT 10% OF TOTAL SQUARE FOOTAGE

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide all necessary labor, materials, tools, equipment, supplies, and supervision necessary to perform all work required to replace limited areas (10%) of insulation and vapor barrier as discovered during take-off of existing roof:

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

IV. LUMP SUM ALTERNATE BID 2 (DEDUCT) – PAVERS

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide cost deduct to remove two (2) rows of 2' x 2' concrete pavers from the base bid.

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

V. LUMP SUM ALTERNATE BID 3 (DEDUCT) – CURBS

In accordance with all Bidding Documents, Conditions, General Requirements, and Addenda, provide cost deduct to remove the four (4) new curbs from the base bid for condenser units and place on 4" x 4" treated lumber.

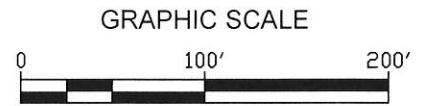
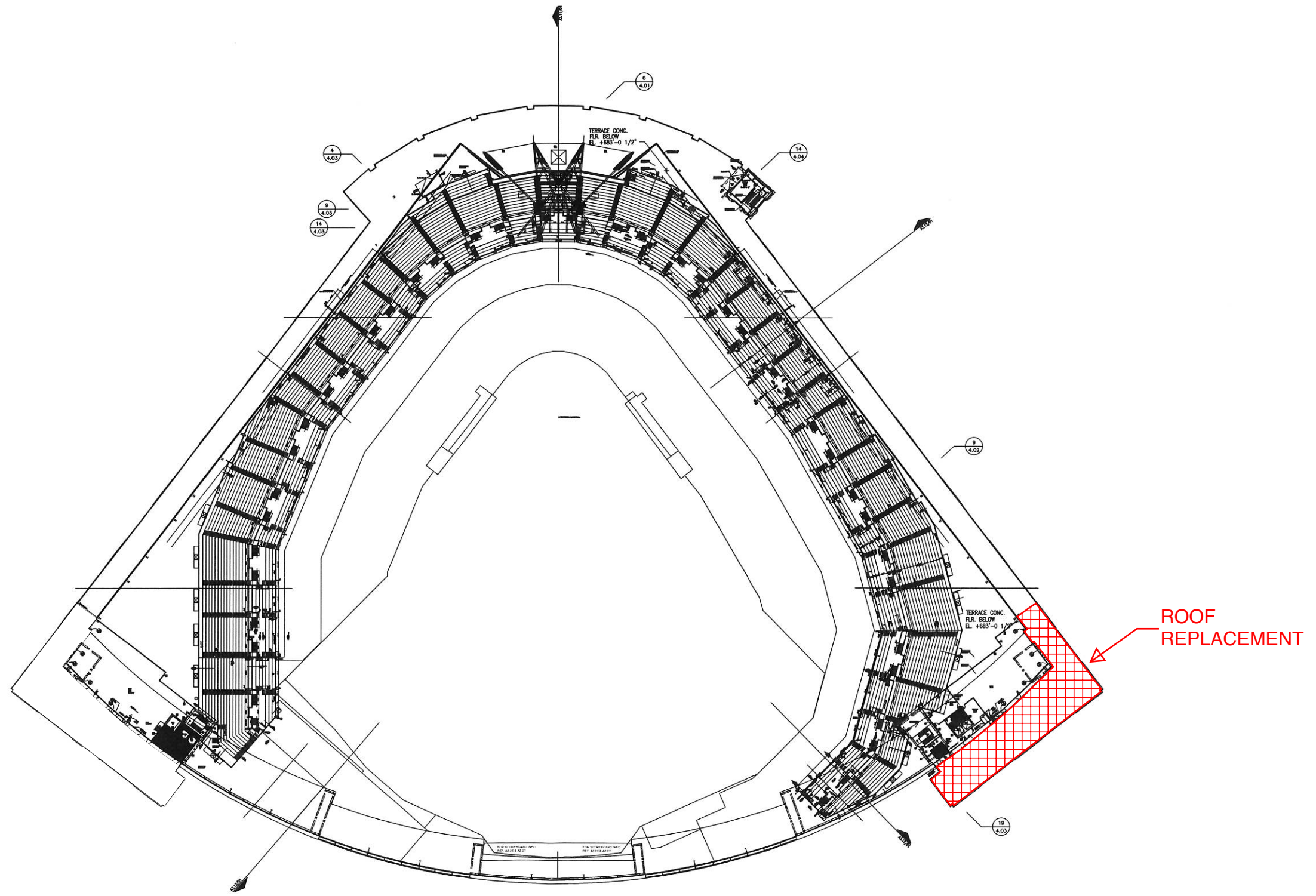
Lump Sum
Amount \$ _____ Dollars \$ _____
(Words) U.S. Funds (Figures) U.S. Funds

III. TARGETED FIRM PARTICIPATION

Subcontractor _____ Anticipated contract % _____ OR \$ _____

Subcontractor _____ Anticipated contract % _____ OR \$ _____

APPENDIX A



<p>www.thesigmagroup.com 1300 West Canal Street Milwaukee, WI 53233 Phone: 414-643-4200 Fax: 414-643-4210</p>	<p>FLAT ROOF</p> <p>MILLER PARK</p>	
	<p>DATE: 7/3/19</p>	<p>BY: DGF</p>

APPENDIX B

**GENERAL CONDITIONS TO
CONSTRUCTION SERVICES CONTRACT
SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT**

Article 1 GENERAL PROVISIONS

1.1 The Contract

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

1.2 The Contract Documents

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

1.3 The Ownership of Contract Documents

All drawings, specifications and other contract documents prepared for performance of the Work shall be Instruments of Service, and are for use solely with respect to this Project. The District shall receive and retain all rights of possession of the Instruments of Service during construction and upon completion, and are not to be used by Contractor or any subcontractor on any other project without written consent of the District.

Article 2 THE DISTRICT

2.1 Duties

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

2.2 Right To Stop Work

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

2.3 Right To Carry Out The Work

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

Article 3 CONTRACTOR

3.1 Duties

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

3.2 Subcontracts and Subcontractors

Contractor shall contract with subcontractors as Contractor deems necessary for completion of the Work, and shall be responsible for the Work performed by such subcontractors as though the Work was performed by Contractor. 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.

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. Timely completion of the Work in accordance with the terms of the Contract Documents is of crucial importance, and therefore, TIME IS OF THE ESSENCE in the performance of Contractor's duties under the Contract Documents. Contractor shall be responsible for ensuring the Work, including the Work performed by all subcontractors, strictly complies with the Contract Documents.

3.4 Coordination

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

3.5 Safety and Security

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

3.6 Quality

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

3.7 Warranty

Contractor warrants to the District that (1) materials furnished will be new and of good quality unless otherwise permitted under the Contract Documents; (2) the Work will be free from defects; and (3) the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements shall be considered defective, and will be promptly replaced by Contractor if Contractor discovers such defective Work or if the District gives notice of the defective Work to Contractor during the course of

construction or during the one year period after substantial completion of the Project, regardless of the date the defective Work was provided. Correction of all defective Work shall be at Contractor's sole expense. If Contractor fails to correct defective Work within a reasonable time after notice is given, the District may carry out the Work as provided in Section 2.3 herein. Establishment of this one year period for correction of defective Work does not affect the applicable limitations periods. This express warranty is in addition to any and all implied warranties accompanying the performance of the Work, and is in addition to other rights and remedies available to the District.

3.8 Permits

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

3.9 Schedule

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

3.10 Clean-Up

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

3.11 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, the Project Administrator, its directors, officers, employees, representatives and their respective successors and assigns from and against all losses, claims, liabilities, costs, damages, payments, judgments and expenses, including but not limited to attorney's fees and other costs of litigation, sustained as a result of bodily injury or property damage to any person whomsoever, including employees of the Contractor or its subcontractors, or arising out of relating to the performance of the Work by the Contractor or any of the other duties assumed hereunder by the Contractor, including, without limitation, any violation of applicable safety laws as described in Section 3.5 above. This obligation is in addition to any other obligations set forth herein or under applicable law.

Article 4 PROJECT ADMINISTRATOR

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

Article 5 TIME AND SCHEDULE

TIME IS OF THE ESSENCE as to completion of the Work according to the Contract Documents. If Contractor is delayed at any time in the progress of the Work by any cause that could not have been anticipated and that was beyond the Contractor's control, 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 construction ("Commencement Date") and the date upon which Contractor shall substantially complete the Work ("Substantial Completion Date") are set forth in the Purchase Order.

Article 6 COSTS, PAYMENT AND COMPLETION

6.1 Contract Sum

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

6.2 Invoicing

Contractor shall submit invoice(s) to the District that shall be on a form acceptable to the District. Each invoice shall be supported by work logs and other data substantiating the Contractor's right to payment. Contractor shall submit with each invoice an unconditional waiver and release of lien for the Contractor and for each subcontractor and material supplier who has furnished labor, equipment, materials, or services to the Project for the period covered by the invoice. The Project Administrator will review the invoice as set forth in Article 4 above, and will authorize payment as long as there are no outstanding liens or claims and so long as the Work has been performed in accordance with the Contract Documents. Contractor shall further warrant that, upon submittal of an invoice: (i) title to all Work covered by the invoice will pass to the District no later than the time of payment;

and (ii) all Work for which invoices have previously been paid by the District shall be paid to all subcontractors to whom payments are due and that the Project is free and clear of any and all liens, claims, security interests or other encumbrances adverse to the District.

6.3 Progress Payments

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

6.4 Substantial Completion

Substantial Completion occurs when the Work or a portion thereof 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 or a portion of the Work as required to complete the punch list.

6.5 Final Completion

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

Article 7 CHANGES IN THE WORK

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

Article 8 INSURANCE AND BONDS

Contractor shall provide the insurance as required in Exhibit A attached hereto.

Article 9 TERMINATION

9.1 Termination By Contractor

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

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

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

9.2 Termination By the District For Cause

The District may terminate the Contract if the Contractor:

1. repeatedly 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. substantially 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 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.

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.

9.4 Suspension By The District

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

9.5 No Suspension by Contractor

Under no circumstances shall the Contractor suspend the Work without the prior, written consent of the District.

Article 10 MISCELLANEOUS PROVISIONS

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

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

10.3 If any term shall be found to be invalid or unenforceable, the remaining portion of the Agreement shall remain in force and effect.

10.4 No waiver by any party of any provision hereof shall be deemed a waiver of any other provision or right of enforcement of such provision at a later date.

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

10.6 Remedies

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

10.7 Notice

Where required under the terms and conditions of this Agreement, notice shall be given in writing through (1) delivery in person to the individual or member of the firm for which it is intended; or (2) delivery through registered or certified mail to the address set forth in the Contract.

10.8 The Contract may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

10.9 Each person signing the Contract, including these Terms and Conditions, represents and warrants: (i) they have read and understand the Contract; and (ii) they are duly authorized to sign the Contract and to bind the party they purport to represent to its terms.

Article 11 DISPUTE RESOLUTION

Should a dispute arise between the District and Contractor during the performance of the Contract or thereafter, the parties shall make a good faith attempt to resolve the dispute between themselves within ten (10) days of notice of dispute having been given.

Article 12 DEFINITIONS

12.1 The Work

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

12.2 The Project

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

DISTRICT:

CONTRACTOR:

SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT

By: _____
Name: Kristi Kreklow
Title: Associate Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attached to Purchase Order(s) # _____

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 |
- 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) | \$100,000 |
| Bodily Injury by Disease (policy limit) | \$500,000 |
| Bodily Injury by Disease (each employee) | \$100,000 |
- D. Excess or Umbrella Liability-All Contractors except for the General Contractor.**
- | | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
- E. 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 |
- F. 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).**
- G. 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 |
- H. Additional Insured: The District (and its officers and directors) shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability and Excess**

or Umbrella Liability Insurance policies.

- I. **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.
- J. **Coverage Term:** All insurance must remain in force for the duration of the project and three years following project completion.
- K. **A.M. Best Rating:** All insurers must be rated A- or better by A.M. Best & Company.