



## REQUEST FOR PROPOSALS FOR WAYFINDING SIGN AUDIT

### 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 proposals from qualified contractors (“Contractor”) for an audit of the wayfinding signs at American Family Field.

### OVERVIEW

Contractors may attend a pre-proposal site visit scheduled for: Thursday, October 24<sup>th</sup> at 1:00 pm (CT)

If you would like to attend the site visit, email Kristi Kreklow at [kkreklow@wibaseballdistrict.com](mailto:kkreklow@wibaseballdistrict.com) no later than: Wednesday, October 23<sup>rd</sup> at 5:00 pm (CT)

Proposals should be written to the attention of:

Wisconsin Professional Baseball Park District  
Attn: Kristi Kreklow  
American Family Field  
1 Brewers Way  
Milwaukee, WI 53214

Proposals can be emailed to: [kkreklow@wibaseballdistrict.com](mailto:kkreklow@wibaseballdistrict.com) Contractors will receive an email confirming receipt of their proposal.

Proposals are due by: **5:00 PM (CT) on Wednesday, November 6, 2024**

This RFP may be amended by the District in response to need for further clarification, specifications and/or requirement changes, new due date, etc. Amendments will be posted on the District’s website at [www.wibaseballdistrict.com](http://www.wibaseballdistrict.com). It is the responsibility of the proposing Contractors to check this website for any future amendments, questions, revisions, etc., prior to the due date. The District reserves the right to (i) reject any and all proposals for any reason or no reason at all; (ii) disregard all non-conforming, non-responsive or conditional proposals; or (iii) waive any and all irregularities or informalities and select a Contractor 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 proposal.



## WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

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



Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CT) on Thursday, October 31, 2024, to Kristi Kreklow at [kkreklow@wibaseballdistrict.com](mailto:kkreklow@wibaseballdistrict.com).

Responses to questions will be posted on the District's website ([www.wibaseballdistrict.com](http://www.wibaseballdistrict.com)) no later than 5:00 pm (CT) on Friday, November 1, 2024.

A copy of the Wisconsin Professional Baseball Park District standard Terms and Conditions is included in **Appendix B**. A contract with these terms and conditions will be presented to the selected Contractor for signature. Proposing Contractors are required to return any exceptions to these standard Terms and Conditions with their proposal.

### SCOPE OF SERVICES

The District is seeking proposals from experienced Contractors to conduct a building sign audit throughout the stadium. The audit shall cover all overhead directionals, wall directionals, gate IDs, door messaging, rules & regulations, blade signs, suite plaques, ADA plaques, stair signs, seat section signs, and room signs. Please note that sponsorship signs are excluded from this audit.

This audit shall locate and document all existing and original signage in the building by sign type and location. The audit shall analyze current locations and conditions of signage and current code requirements and provide recommendations for additional signs or sign changes to comply with all current code requirements and wayfinding deficiencies.

### PROPOSAL

Outline your company's qualifications to perform these services. Specifically include assignments of similar size and scope. Please provide a detailed description of your approach to the services requested, including detail on the audit process and deliverables that are proposed and the associated cost.

### DIVERSE FIRM PARTICIPATION

The District has a goal to achieve 10% participation by Diverse Firms as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found on the Project Participation Committee tab on the Wisconsin Professional Baseball Park District website <https://wibaseballdistrict.com/project-participation-committee/>. Proposers should review and complete the form(s) as appropriate and submit with their proposal.

### 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 if requested.

### APPENDICES

- A. Floor Plans
- B. General Terms and Conditions Contract



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### APPENDIX A

### FLOOR PLANS

Email [kkreklow@wibaseballdistrict.com](mailto:kkreklow@wibaseballdistrict.com) to receive a copy of the floor plans.



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### **APPENDIX B**

### GENERAL TERMS AND CONDITIONS CONTRACT

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

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 The Contract

1.1.1 The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a mutually agreed written modification.

### 1.2 The Contract Documents

1.2.1 The Contract shall consist of these General Terms and Conditions; a signed Purchase Order issued by the Wisconsin Professional Baseball Park District (“**District**”); a signed accepted proposal; and, as applicable, those certain drawings, shop drawings, specifications, schedules, exhibits and addenda attached hereto (collectively, the “**Contract Documents**”). In addition, the Contract is also subject to the “Guidelines Governing Southeast Wisconsin Professional Baseball Park District Relationship with Outside Professional Service Providers” which can be found on the District’s website, www.wibaseballdistrict.com. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services by the Professional Service Provider (“**Service Provider**”) for the Project (as defined or otherwise identified on the District’s executed Purchase Order). Where there is conflict in provisions between individual contract documents, the terms and conditions of these General Terms and Conditions shall control.

## ARTICLE 2 SERVICE PROVIDER

### 2.1 Scope of Services

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

### 2.2 Covenants; Representations and Warranties of Service Provider

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

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

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

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

2.2.5 The Service Provider represents and agrees that all Services, from the inception of the Contract until the work has been fully completed and approved by the District, shall be performed in a manner consistent with that standard degree of care and skill which prevails among similar professionals engaged in projects of similar scope, complexity and detail (the “**Standard of Care**”). The Service Provider will at all times satisfy the Standard of Care when performing Services under the Contract and represents and agrees that its Services, when completed, will be in compliance with all Legal Requirements.

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

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

## 2.3 Time of the Essence

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

## 2.4 Accounting Records of Service Provider

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

## 2.5 Indemnification

2.5.1 To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the District, its directors, authorized representatives, consultants and agents from and against claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees and other litigation expenses, arising out of or resulting from performance of the Services hereunder, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. In claims against any person or entity indemnified under this Subsection 2.5.1 by an employee of the Service Provider, anyone directly or indirectly employed by Service Provider, or anyone for whose acts Service Provider may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Service Provider under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Service Provider under this Subsection 2.5.1 shall not extend to indemnification for the liability (but only to the extent of such liability) of the District, or its directors, authorized representatives, consultants, or agents arising out of their (1) negligence or willful misconduct; (2) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, except those required of the Service Provider under the Contract; or (3) the giving or failure to give directions or instructions by the District or its directors, authorized representatives, consultants, and agents, provided such giving or failure to give is the primary cause of the injury or damage, except to the extent Service Provider could have reasonably anticipated that giving or failure to give such directions or instructions would result in injury or damage.

# ARTICLE 3 THE DISTRICT

## 3.1 Duties and Responsibilities of the District

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

3.1.2 The District will examine documents submitted by the Service Provider and will render decisions regarding them and other matters in connection with the Project in a timely manner to avoid unreasonable delay in the progress and sequence of the Services.

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

3.1.4 The Service Provider shall be entitled to rely upon the completeness and accuracy of the information provided by the District unless the Service Provider has reason to believe that such information was inaccurate and did not report such inaccuracies to the District in

accordance with the Standard of Care. Notwithstanding, and in addition to, the foregoing, the Service Provider shall notify the District in writing at any time it becomes aware of any such inaccuracies.

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

### 3.2 Project Administrator

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

### 3.3 Ownership of Documents

3.3.1 All documents, reports, data and other materials prepared by the Service Provider (the "**Documents**") are instruments of the Service Provider's Service, and upon payment of all sums approved by the District as being due the Service Provider, all Documents shall be the property of the District ("**Instruments of Service**"). Upon payment of all sums approved by the District as being due the Service Provider, the District shall own all common law, statutory, and other reserved rights, in addition to the copyrights, in and to the Instruments of Service. Service Provider shall not withhold delivery of the Instruments of Service on account of any dispute with the District, including a dispute over any sums claimed due and owing by Service Provider.

## ARTICLE 4 COMPENSATION

### 4.1 Contract Sum

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

### 4.2 Additional Services

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

### 4.3 Reimbursable Expenses

4.3.1 Reimbursable expenses are subject to the requirements set forth in Paragraph 10 of the *Guidelines Governing Southeast Wisconsin Professional Baseball Park District Relationship With Outside Professional Service Providers* and shall include, if requested and approved by the District, such other items set forth in the Purchase Order ("**Reimbursable Expenses**").

### 4.4 Payment

4.4.1 Payments of the Contract Sum, payments for Additional Services authorized by a revised Purchase Order, and payments for Reimbursable Expenses will be made within thirty (30) days of the District's receipt of a written invoice therefor, together with all substantiating information and documents as the District may request, except as provided below. Notwithstanding the foregoing, the District shall be required to make only such payments of the Contract Sum as are proportional to the actual Services performed (as reasonably determined by the District or the

Project Administrator). In addition, payments for Additional Services and Reimbursable Expenses shall be made only if previously approved by the District in accordance with Sections 4.2 and 4.3 herein.

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

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

## **ARTICLE 5 TERMINATION; SUSPENSION OF CONTRACT**

### **5.1 Termination**

5.1.1 The Contract may be terminated by the District without cause upon ten (10) calendar days' written notice. In the event of termination, the Service Provider will be paid the portion of Contract Sum for Services and the amount of the approved Additional Services performed to the termination date, together with any Reimbursable Expenses then due. Services performed prior to date of termination shall be in accordance with these General Terms and Conditions. Upon termination, all work product, including all written materials relating to the performance of Services, shall be turned over to the District and is a condition precedent to the District's obligation to make payment. The Service Provider shall not be entitled to any termination expenses or compensation other than as provided in the second sentence of this 5.1.1. In the event such termination by the District is caused by the default of the Service Provider hereunder, the District shall only be required to pay the Service Provider for the value of Services and Additional Services rendered to the extent they may be utilized on the furtherance of the Project. Nothing contained herein shall preclude the District from enforcing any other right or remedy it may have against the Service Provider at law or equity as a result of a termination of the Contract due to a default hereunder by the Service Provider.

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

### **5.2 Suspension**

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

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

## **ARTICLE 6 INSURANCE**

### **6.1 Insurance Requirements**

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

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



6.1.3 Prior to the Commencement Date of the Services, Service Provider shall provide to the District certificates of insurance evidencing the foregoing coverages. Each policy maintained by the Service Provider pursuant to this Article 6 shall comply with the requirements in Exhibit A and provide that it will not be canceled or materially altered without thirty (30) days advance written notice by mail to the District mailed to the address indicated herein, and the policies or certificates of insurance shall so state.

## **ARTICLE 7 DISPUTE RESOLUTION**

7.1 Should a dispute arise between the District and Service Provider during the performance of Services or thereafter, the parties shall make a good faith attempt to resolve the dispute amongst themselves within ten (10) days of notice of dispute having been given. Pending final resolution of the dispute, unless otherwise agreed in writing by the District and the Service Provider, the Service Provider shall proceed diligently with performance of the Services, and the District shall continue to make payments of those sums that are not subject to dispute.

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

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

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

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

8.4 Where required under the terms and conditions of the Contract, 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 last business address known.

8.5 The Contract shall be governed by the laws of the State of Wisconsin.

8.6 Each person signing the Contract, including the 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.

[END]

**EXHIBIT A**

- A. Commercial General Liability** – Occurrence Basis (including equipment overload):
- |   | <b>Limits</b> |
|---|---------------|
| 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. Professional Liability Limits:**  
Each Claim \$1,000,000  
Aggregate \$2,000,000
- 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).
- H. Rigger’s & Erector’s Liability** – If your work involves rigging or erecting, special liability limits are required:
- |                 |              |
|-----------------|--------------|
| Each Occurrence | \$20,000,000 |
| Aggregate       | \$20,000,000 |
- I. Additional Insured:** The Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, L.P. shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies.
- 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.
- 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.