

**Milwaukee Downtown, Business Improvement District, No. 21**

**VISIT Milwaukee**

REQUEST FOR PROPOSALS (RFP)  
UPDATE TO EXISTING WAYFINDING SIGNAGE

**Posting Date: Thursday, October 3, 2019**

**Closing Date: Friday, November 1, 2019 at 12:00 PM CST**

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## **A. REQUEST FOR PROPOSALS**

### **I. DEFINITIONS**

1. "The District" shall refer to Business Improvement District No. 21 of the City of Milwaukee ("Milwaukee Downtown") and project administrator of this RFP.
2. "VISIT" shall refer to VISIT Milwaukee, an organization that markets the Greater Milwaukee area as a top destination for visitors and fiscal sponsor of the Scope of Work in this RFP.
3. "Proposer" shall refer to any person or qualified entity submitting a proposal to provide the services as defined by and in accordance with these specifications.
4. "Company" shall refer to that party selected by the District and VISIT to provide the services set forth herein.
5. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (reference Exhibit B) and the Company's proposal submitted and accepted by the District and VISIT, each of which shall be incorporated into the terms of Agreement.
6. "Scope of Work" shall refer to the design, fabrication and installation and all other work specified in Exhibit B, performed by the Company, its employees and subcontractors, if any.
7. "Cost of Operation" shall refer to all costs and expenses, approved by the District and VISIT, of managing updates to existing wayfinding signage and Company fee.
8. "Wayfinding Signage" shall refer to twenty (20) existing automobile directional signs located primarily on Wisconsin Avenue, between N. Prospect Avenue and 10<sup>th</sup> Street. The existing wayfinding signs are permanent structures and the poles cannot be replaced or relocated.
9. "Streetscape System" shall refer to all other special streetscape elements on Wisconsin Avenue, including pedestrian map kiosks and parking garage availability signage. In the summer of 2019, new maps produced by VISIT were installed by the District on all eight (8) pedestrian map kiosks.
10. "Selection Committee" shall refer to a special committee tasked with choosing the Company in response to this RFP. Members include representatives from the District, VISIT, City of Milwaukee's Department of Public Works and Department of City Development.

## II. Background

1. **The District.** The historic goal of the District is to sustain the competitiveness of Downtown and to ensure a clean, safe and friendly environment conducive to business activity since its establishment in 1997. As a result of strategic planning, the District has committed to elevate its role in Downtown economic development, with special emphasis on fostering a high-performing public realm and supporting a growing nighttime economy.
2. **VISIT.** VISIT Milwaukee is the Greater Milwaukee area's convention and visitors' bureau, marketing the destination as a top choice for business, convention, and leisure travel to national and international visitors in order to increase the economic impact of tourism in the region. Each year, tourism supports over 52,000 full-time jobs and brings more than \$5.7 billion to the community. VISIT Milwaukee has over 700 members, including hotels/motels, restaurants, attractions, services, and area businesses.
3. **Existing Wayfinding Signage.** Designed and completed in 2002, as part of the Wisconsin Avenue reconstruction project led by Skidmore, Owens & Merrill LLP, with support from sub-contractor Corbin Design and sign fabricator Poblocki Sign Company, LLC. The existing wayfinding signage is located primarily on Wisconsin Avenue, between N. Prospect Avenue and 10<sup>th</sup> Street. Twenty (20) existing automobile directional signs shall be updated by a Company selected through this RFP.

The existing wayfinding signage features four major neighborhoods: East Town (geographically refers to the central business district east of the Milwaukee River), Westtown (geographically refers to the central business district west of the Milwaukee River), Historic Third Ward (geographically refers to the central business district south of I-794), and RiverWalk District (refers to properties immediately adjacent to the Milwaukee River). Each major neighborhood is defined by a unique color pantone on the existing wayfinding signage.

The existing wayfinding signage varies in width, height, and curvature. In addition, the existing head units are designed as one panel, making it difficult to update individual attractions over time. Excessive fading from sunlight has caused "ghosting" to some of the existing letters and symbols.

4. **Critical Timeline.** Major public attractions were identified by committee in 2002, and thus, as attraction names have changed over time, the existing signage requires extensive updates. Time is of the essence to perform updates to the existing wayfinding signage before May 6, 2020.

In the summer of 2020, Milwaukee will welcome visitors for the Democratic National Convention, Ryder Cup, US Triathlon and more. In response, the District and VISIT have partnered to issue this RFP, identify attractions, and work collaboratively and in good faith with a Company selected through this RFP to administer updates to the existing wayfinding system by May 6, 2020.

Companies that cannot deliver by the deadline listed in this RFP need not apply.

### **III. The Opportunity**

#### **A. Scope of Work**

The District seeks to enter into the Agreement with the successful Proposer to design, fabricate, and install updates to the existing wayfinding signage, subject to fulfilling the criteria outlined in the Agreement attached hereto as Exhibit B.

Because of the permanency of the existing wayfinding signage structure, and expediated timeline, the Proposers must provide innovative design solutions. Due to budget and timing constraints, a system overhaul is not a viable option. However, updates to the existing wayfinding signage could come in the form of a retrofit to the existing panel, installing a new panel or “head unit” to the existing poles, or other innovative solution. It should be assumed that the existing poles will be inspected for structural integrity to support the design by the Company before installation.

The Proposer must provide at least one (1) solution for updating the existing wayfinding signage. In addition, the Proposer should suggest ways that the signage could evolve over time, in the event of replacing an attraction name in the future or expansion of wayfinding signage throughout the District.

It is the sole responsibility of VISIT to provide Company with attraction names for each sign. The Company is expected to offer expertise and guidance to affirm attraction selection. VISIT will provide the Company with a suggested color palette. The company should suggest ways to incorporate VISIT’s brand and/or aesthetics into the final design.

The Company will implement a Scope of Work according to the general conditions and specifications detailed in this document and in the Exhibits attached. The Agreement will specify the approximate services to be provided as mutually agreed by the District and the successful Proposer.

Through this RFP, the District and VISIT are seeking: a) statements of qualifications from experienced companies, with previous work experience in civic wayfinding projects, b) detailed past proposals of delivering updated wayfinding signage on-time and on-budget, c) provide innovative design solutions to update existing signage with new attractions, and d) new design allows for system expansion and updates in the future.

#### **B. Qualifications**

The Proposer will provide the District and VISIT with the following qualifications, to ensure project completion by May 6, 2020.

1. A strong project manager, experienced in leading a team well-versed in civic wayfinding systems. The project manager is responsible for overall project design, fabrication and installation, development of timeline and payment of contractors/subcontractors, if applied.
2. Work samples demonstrating strong graphic design and branding skills.
3. Guidance and expertise for best-in-class wayfinding signage.

4. Knowledge of DOT requirements, including design specifications outlined in the Manual on Uniform Traffic Control Devices (MUTCD) and any other relevant guidelines/standards.
5. Proven ability of fabricating and installing wayfinding signage.

The District and VISIT are not liable for any costs incurred by the Proposer or Company in response to this RFP.

#### **IV. The Proposal Process**

##### **A. Pre-Proposal Meeting and Site Visit**

An informational pre-proposal meeting will be held on Friday, October 18, 2019 at 10:00 AM – 11:00 AM CST in the Second Floor Conference Room, at The Avenue, 275 W. Wisconsin Avenue, Milwaukee, Wisconsin 53203.

A site visit to the existing wayfinding signage will be held immediately after the pre-proposal meeting.

##### **B. Proposal Required Submittals**

Proposals must include, but not limited to, the following items:

1. Cover page, with project manager contact information
2. A detailed approach to this project, including but not limited to Scope of Work and timeline, a proposed review process and deliverables. The proposal should reflect the Proposer's intent, a minimum of one (1) design solution to retrofit existing wayfinding signage, optional proposal for secondary wayfinding system, and demonstrated understanding of the existing wayfinding signage infrastructure.
3. Profile of consulting team, including the project manager and key members. This may be presented in the form of very brief personal resumes. The profile should clearly convey previous relevant wayfinding experience of team members and provide references to the required qualifications listed above.
4. Samples of previous work accomplished by key team members (proposal must include relevant samples of wayfinding work completed by Proposer, and may include links to external sites).
5. Proposed detailed budget, and includes breakdown of costs for each task listed in the Scope of Work for all twenty (20) wayfinding signs (reference Exhibit A, Cost of Operations). Proposed budget should include costs to implement retrofit of existing wayfinding signage, implementation of secondary system (optional), and company's fees. While competitive quotes will be taken into consideration by the Selection Committee, the total project budget must not exceed \$250,000.

6. List of identified sub-contractors, included very brief description of relevant experience necessary for project completion, including design work, fabrication, and installation

**C. Questions and Contact Information**

Questions or concerns regarding any aspect of this RFP shall be forwarded to Gabriel Yeager at [gyeager@milwaukee downtown.com](mailto:gyeager@milwaukee downtown.com) by Friday, October 25, 2019 at 12:00 PM CST, so they can be addressed in writing prior to the deadline.

Answers will be made available to all interested Proposers at [www.milwaukee downtown.com/do-business/wayfinding](http://www.milwaukee downtown.com/do-business/wayfinding). It is the responsibility of the Proposer to frequent this webpage and view the Addenda. E-mail notifications of addenda sent to known Proposers will be made as a convenience only.

**D. Submission of Proposal**

Proposal submissions are due electronically by Friday, November 1, 2019 at 12:00 PM CST and e-mailed to [gyeager@milwaukee downtown.com](mailto:gyeager@milwaukee downtown.com) with the RFP name and Proposer name clearly labeled in the e-mail title. Proposals should be submitted as one, compressed PDF file and are recommended to be a maximum of 20 pages.

If files exceed 2 MB, please e-mail [gyeager@milwaukee downtown.com](mailto:gyeager@milwaukee downtown.com) with a link to a file sharing service. Late proposals will not be considered.

**E. Interviews with Select Proposers**

From this RFP, up to four (4) Proposers will advance for phone interviews with the Selection Committee, tentatively scheduled for Monday, November 18, 2019. Selected Proposers to advance will be notified via email.

**F. Timeline**

ITEM	DATE
RFP Issued	Thursday, October 3, 2019
Wayfinding RFP Informational Session and Site Visit	Friday, October 18, 2019; 10:00 AM – 12:00 PM CST Location: The Avenue, 275 W. Wisconsin Avenue, Second Floor Conference Room
Deadline for submitting questions	Friday, October 25, 2019 at 12:00 PM CST
Deadline for submitting proposals; Evaluation by Selection Committee begins	Friday, November 1, 2019 at 12:00 PM CST
Phone interviews with selected Proposers*	Monday, November 18, 2019
Anticipated Agreement executed with awarded Company	Week of December 2, 2019
Estimated completion of updates to wayfinding signage	May 6, 2020

*\*All proposers will be notified of their status throughout the selection process. Proposers that advance to phone interviews with Selection Committee must be made available on Monday, November 18, 2019.*

**G. Selection Process**

The Selection Committee will comprise of representatives from the City of Milwaukee – Department of City Development and Department of Public Works, the District and VISIT.

This RFP shall not impose or create any contractual or other liability on the part of the District and VISIT.

The District and VISIT reserves the right, at its discretion, to:

1. Refuse to consider proposals that contain omissions or irregularities, or otherwise fail to comply with these specifications.
2. Waive omissions or irregularities in any proposal.
3. Refuse to consider any proposal that contains any conditions and/or contingencies which, in the District/VISIT’s judgement, make the proposal indefinite, ambiguous or incomplete.
4. Accept or reject any and all proposals, in whole or in part, if in the District/VISIT’s judgment, its best interests will be serviced.

The following selection criteria will be used by the committee to ensure equal review of each proposal.

**H. Proposal Ranking**

Accepted proposals will be reviewed by the Evaluation Committee and ranked with regard to the following criteria.

<b>Project Management</b>	<b>Maximum</b>	<b>Actual</b>
Demonstrates overall success in preparing wayfinding designs of high quality, delivered within scope, according to schedule, and within budget (provide examples of past work in response)	<b>10</b>	
Proposal is within budget	<b>5</b>	
Proposal will meet critical deadlines	<b>5</b>	
Proposal can be adaptable over time	<b>5</b>	
References of project manager, lead design and other key managers	<b>5</b>	
Subtotal	<b>30</b>	

(Continued)

<b>Experience</b>	<b>Maximum</b>	<b>Actual</b>
Primary Company has implemented at least two (2) major wayfinding systems	<b>5</b>	
Demonstrates ability to produce strong design aesthetic	<b>10</b>	
Experience working with construction/contractor(s) and ability to follow through on successful installation of approved wayfinding signage	<b>5</b>	
Subtotal	<b>20</b>	

<b>Additional Factors</b>	<b>Maximum</b>	<b>Actual</b>
Geographic location of your firm or contractors	<b>5</b>	
Quality and thoroughness of proposal	<b>5</b>	
Subtotal	<b>10</b>	

**TOTAL POSSIBLE SCORE: 60**

**C. General Conditions and Operating Requirements**

**V. Terms of Agreement**

The District and the Company shall enter into the Agreement on terms mutually acceptable to both parties, which may vary, from the terms of the RFP. The District intends to enter into an Agreement with the Company for a term beginning December 2, 2019 and terminating upon project's completion (tentative May 6, 2020). The District reserves the right to terminate the Agreement without cause upon thirty (30) days written notice.

**VI. Compensation of Company**

Compensation of the Company for the project management of wayfinding signage updates shall be comprised of two components: (a) reimbursement for all eligible Costs of Operation and (b) the Company's fee. Total costs must not exceed \$250,000.

- A. Cost of Operation: The District shall reimburse the Company for all eligible Costs of Operation actually incurred by the Company. Exhibit A, as submitted by the Proposers, shall be considered by the District to be the maximum Costs of Operation to be paid by the District. Without the specific written authorization of the District, the Company cannot exceed the total of Line J, Exhibit A. Any Costs of Operation during the term of the Agreement in excess of the total of Line J, Exhibit A which are not approved in writing by the District shall be the obligation solely of the Company.

The District and the Company, by Change Order, any mutually made changes, additions and deletions in the Cost of Operation. Should any changes be made, the Company shall perform the work as changed and shall be paid for such work whether increased or decreased.

The Company must provide the District with invoices, as proof of work completed, in order to receive reimbursement.

- B. Company's Fee: In addition to the eligible Costs of Operation, the District shall pay for the Company's overhead and profit for the project management of the wayfinding signage updates upon signing the Agreement. This portion of the Proposal, Lines A & B, Exhibit A, shall be considered by the District to be a fee binding upon the Proposer and paid by the District for the term of the Agreement.

## **VII. Insurance**

- A. The Company shall, as a Cost of Operation, provide and maintain the following insurance coverages during the term of the Agreement:
- Comprehensive General Liability Insurance
  - Automobile Liability Insurance
  - Workers' Compensation Coverage and Employers' Liability Insurance

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$1 million per occurrence and \$3 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The cost of claims and the defense of claims not covered by insurance shall be the Company's expense and not a Cost of Operations.

- B. The Company shall not commence the Scope of Work until it provides the District with certificates evidencing each coverage for the insurance required above, naming the District as an additional insured and evidencing that the insurance shall not be canceled unless the District received thirty (30) days prior written notice of cancellation. The Comprehensive General Liability Insurance and the Employers' Liability Insurance policies shall include language or endorsements evidencing contractual liability and shall be shown on the certificate(s) of insurance.
- C. The Company shall indemnify, defend and hold the District, and its agents, harmless from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts, and liability whatsoever (including attorney's fees), that arise from or connected with the provision of services and the negotiation, execution and performance of the Agreement, except as to those acts, errors and omissions that are due to the sole negligence of the District.
- D. The District represents and warrants that it is under no obligation or restriction nor will the Company assume any obligation or restriction which would, in any way, interfere or be inconsistent with the services to be furnished by the Company under this Agreement.

## **VIII. Compliance with Laws and Policy of Diversity**

The Company shall at all times comply with all applicable laws, statutes, regulations, codes and ordinances (including, without limitation, immigration and environmental laws and laws pertaining to minimum prevailing wages, fair labor practices, equal employment opportunity and affirmative action), rules, regulations, and orders of the Federal Government, the State

of Wisconsin, the City of Milwaukee, and any other governmental entity with jurisdiction over the District, and also shall abide by all rules, regulations, and directives prescribed by the District.

The Company also shall acknowledge the policy of the City of Milwaukee to provide equal employment opportunities to all qualified persons without regard to their race, religion, color, age, disability, sex, national origin, sexual orientation, marital status, membership in the military reserves, creed, ancestry, arrest or conviction record, or use or nonuse of lawful products away from work. In adhering to this policy, compliance is required with the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and other applicable statutes and regulations relating to equal employment opportunities. This policy represents the commitment to a nondiscriminatory work environment for all qualified applicants and employees. The District values diversity.

**Exhibit A: Cost of Operations**

- Company's Fee
  - Overhead \$\_\_\_\_(A)
  - Profit \$\_\_\_\_(B)
  
- Sub-Total \$\_\_\_\_(C)
  
- Supplies \$\_\_\_\_(D)
  
- Design \$\_\_\_\_(E)
  
- Fabrication \$\_\_\_\_(F)
  
- Installation \$\_\_\_\_(G)
  
- Transportation \$\_\_\_\_(H)
  
- Other Costs (Please explain) \$\_\_\_\_(I)
  
- Total \$\_\_\_\_(J)

## EXHIBIT B: DRAFT AGREEMENT

NOTE: The following draft Agreement refers to Exhibits that will be presented upon the execution of the Agreement between Milwaukee Downtown, BID #21 and the Company. All Exhibits included in the Agreement are listed in the Appendix to this RFP.

### AGREEMENT FOR SERVICES (Wayfinding Signage)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board (the "Board") of Business Improvement District No. 21 (the "District"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Company").

#### RECITALS

The Board and the Company acknowledge the following:

- A. During the summer of 2019, the Board and Visit Milwaukee Inc. ("Visit Milwaukee") agreed to work together in order to update the existing wayfinding signage located within the District at locations identified on Exhibit A attached hereto.
- B. On or about October 7, 2019, the Board circulated a Request for Proposals for its Update to Existing Wayfinding Signage (the "RFP") inviting third parties to submit proposals for the design, construction and installation of twenty (20) existing automobile directional signs primarily located on Wisconsin Avenue, between North Prospect Avenue and 10<sup>th</sup> Street (the "Improvements") as depicted on Exhibit B attached hereto.
- C. The update to existing wayfinding signage is required because the existing wayfinding signage has faded due to excessive exposure to sunlight and the content of the existing wayfinding signage no longer reflects the attractions in Milwaukee's downtown area.
- D. The Board and Visit Milwaukee plan to complete the Improvements prior to the summer of 2020 when major events such as the Democratic National Convention, Ryder Cup, and U.S Triathlon will occur in Milwaukee's downtown area.
- E. The Company submitted a responsive proposal to the RFP, and the Board selected the Company to construct the Improvements set forth in the RFP and in this Agreement.
- F. Accordingly, the Board and the Company desire to enter into this Agreement to specify the terms upon which the Company will design, construct and install the Improvements.

## AGREEMENTS

In consideration of the Recitals and mutual covenants contained herein, the Board and the Company agree as follows:

1. Services to be Provided by Company. The Board hereby engages the Company to design, construction and installation of the Improvements at locations identified on Exhibit A and depicted individually on Exhibit B. Because of the permanency of the existing wayfinding signage, and expedited timeline, the Company must provide innovative design solutions. Due to budget and timing constraints, a system overhaul is not a viable option. However, updates to the existing wayfinding signage could come in the form of a retrofit to the existing panel, installing a new panel or "head unit" to the existing poles, or other innovative solution. It should be assumed that the existing poles will be inspected for structural integrity to support the design by the Company before installation. It is the sole responsibility of the Board to provide Company with attraction names for each sign. The Company is expedited to offer expertise and guidance to affirm attraction selection.

2. Company Employees. The Company shall provide an account manager acceptable to the Board (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the Board and its named administrator (the "Administrator"). The Administrator shall serve as the general contractor on the wayfinding signage project under this Agreement. The Manager shall hire and supervise Company staff and serve as a liaison with the Administrator, and, at his/her option, with City of Milwaukee departments. The Manager shall receive instruction from the Administrator and meet with the Administrator at his/her request.

3. Changes in Services to be Provided by the Company. The Board and the Company may, by written change order signed by both parties, change, add to or delete the services to be provided pursuant to this Agreement. Upon execution of such change order, the Company shall perform the services called for under this Agreement as changed, and the Board shall adjust the costs of operation set forth on Exhibit C accordingly and pay the Company for such changed work.

4. Cooperation of the Company. The Company, its Manager and other staff shall fully cooperate with the Board employees and other contractors, subcontractors and agents retained by the Board. The Company shall provide its services pursuant to this Agreement in a manner consistent with, and to facilitate work by, the Board's employees and other contractors, subcontractors and agents of the Board. The Company hereby waives any claims against the Board for additional compensation or payments due to delays or other conditions created by other contractors, subcontractors or agents of the Board.

5. Compliance with Laws. The Company shall perform all of its obligations and covenants set forth in this Agreement in compliance with any and all applicable federal, state and

local laws, statutes, codes and ordinances, including, without limitation, those dealing with the environment, immigration, minimum prevailing wages, fair labor practices, equal employment opportunity and affirmative action, rules, regulations, and orders of the Federal Government, the State of Wisconsin, the City of Milwaukee, and any other governmental entity with jurisdiction over the District, and also shall abide by all rules, regulations, and directives prescribed by the Board.

6. Quality of Work. The Company also shall perform all of its obligations and covenants set forth in this Agreement in a good and workmanlike manner at a first class level of quality. The Company shall avoid interfering with the business and other operations of any property owners and/or tenants in the District. The Company shall monitor the performance of each of its employees servicing this Agreement and regularly inspect, critique and, as necessary, upgrade the work of its employees. Mere technical provision of the services set forth in this Agreement shall not be deemed full performance by the Company; the Company shall also perform its obligations in a manner which advances the clean, safe and friendly objectives of the District and creates an environment conducive to tourist, social and business activities, all as set forth in the current operating plan of the District. The Company covenants that it shall abide by all rules, regulations, policies and directives developed and/or adopted by the Board. The Administrator shall resolve any and all disputes which may arise as to the manner of performance and rate of progress of the services described in this Agreement and the advancement of the District's clean, safe and friendly objectives.

7. Insurance. The Company shall, at its expense, provide and maintain the following primary insurance coverages during the term of this Agreement: (a) comprehensive general liability insurance; (b) automobile liability insurance; (c) workers' compensation coverage and employers' liability insurance. Each such policy except statutory workers' compensation coverage shall have limits of not less than \$1 million per occurrence and \$3 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the Board. The comprehensive general liability insurance and the employers' liability insurance policies shall include language or endorsements evidencing contractual liability and shall be shown on the certificate(s) of insurance. The Company shall not commence work under this Agreement until it provides the Administrator with certificates evidencing each coverage for the insurance set forth in this paragraph, naming the Board as additional insureds and evidencing that the insurance shall not be canceled unless the Administrator receives 30 days prior written notice. The comprehensive general liability insurance and the employers' liability insurance policies shall include language or endorsements evidencing contractual liability which shall be shown on the certificates of insurance.

8. Indemnity. The Company shall indemnify, defend and hold the Board, its members, property owners, officers, employees, agents, contractors and subcontractors, harmless from and against any and all actions, claims, costs (including, without limitation, attorneys and consultants fees and court costs), demands, damages, expenses and liabilities arising from or related to this Agreement, including, without limitation any claim by Company employees or arising from acts or omissions of Company employees or claim for violations of any applicable federal, state or local laws, regulations, codes or ordinances but excepting acts or omissions due

to the recklessness or intentional misconduct of the Board. This indemnity shall survive termination of this Agreement.

9. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on December 2, 2019 and terminate upon completion of the Improvements as approved by the Board and subject to the Company fixing problems that arise with the Improvements prior to the completion of the Improvements. The Company agrees that the Improvements shall be completed by May 6, 2020. The Board may terminate this Agreement immediately upon written notice to the Company if the Company breaches this Agreement. Notwithstanding anything herein to the contrary, the Board may terminate this Agreement, without cause and in its sole discretion, upon thirty (30) days' prior written notice to the Company; in which event, the obligations of both parties pursuant to this Agreement shall continue through the termination of this Agreement. The Company may not terminate this Agreement prior to expiration of its term.

10. Compensation. Upon full performance of the Company's obligations and covenants set forth in this Agreement, the Board shall pay compensation to the Company as follows:

a. The Board shall reimburse the Company for all direct costs, expenses and fees of the Company approved by the Administrator and actually incurred by the Company for design, construction and installation of the Improvements as described in this Agreement. The Company's estimated costs set forth on Exhibit C attached hereto not to exceed \$250,000. The Company shall not undertake any work not specifically authorized in this Agreement without the specific written authorization of the Administrator. Any costs of operation incurred by the Company during the term of the Agreement which are not approved in writing by the Administrator shall be the sole obligation of the Company.

b. The Company shall maintain full, complete and accurate books of account and other records, including, without limitation, before and after photos, employee time cards and records of sites, reflecting all costs and expenses actually incurred by the Company in connection with the design, construction and installation of the Improvements as described in in this Agreement. Such books of account and other records shall be maintained in accordance with generally accepted accounting principles. The Company shall provide to the Board, the Administrator and their authorized representatives access, at all reasonable times, to all records, books of account, vouchers and other data and information in connection with the design, construction and installation of the Improvements to the Board for the purpose of ascertaining the accuracy of the bills, invoices and receipts furnished to the Board from time to time. Upon request of the Board or the Administrator, the Company shall provide audited financial statements related to the design, construction and installation of the Improvements to the Board prepared by an independent certified public accountant.

11. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or an employee/employer relationship between the parties. The relationship of the Company to the Board shall be that of an independent contractor. The Company shall be solely responsible for the requirements, selection, screening, continuing training, supervision and termination of all

staff servicing this Agreement. The Company has the sole authority and responsibility to assign, evaluate, discipline and terminate its employees. However, the Company shall, in its sole discretion, promptly respond to and investigate any complaints about Company employee conduct and/or performance related to this Agreement. The Company shall employ experienced, competent and qualified personnel that meet the criteria to fully perform its obligations under this Agreement.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

13. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

14. No Waiver. No waiver of any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

15. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered, certified mail, postage prepaid, by an independent overnight courier service, or email addressed as follows:

To the Board: Business Improvement District #21  
Gabriel Yeager, Downtown Environmental Specialist  
301 W. Wisconsin Ave, Suite 300  
Milwaukee, WI 53203  
Email: [gyeager@milwaukeedowntown.com](mailto:gyeager@milwaukeedowntown.com)

To the Company: [\_\_\_\_\_]

16. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

17. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. In the event that the Board assigns its interest in this Agreement to an unrelated third party, the Company may terminate this Agreement upon 15 days' prior written notice to the Board. The Company may not exercise this termination right if the Board assigns its interest to a related or successor entity. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the

Board which may be withheld in the Board's sole discretion.

18. Policy of Diversity. The Company also acknowledges the policy of the City of Milwaukee to provide equal employment opportunities to all qualified persons without regard to their race, religion, color, age, disability, sex, national origin, sexual orientation, marital status, membership in the military reserves, creed, ancestry, arrest or conviction record, or use or nonuse of lawful products away from work. In adhering to this policy, compliance is required with the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and other applicable statutes and regulations relating to equal employment opportunities. This policy represents the commitment to a nondiscriminatory work environment for all qualified applicants and employees.

(Signature Pages to Follow)

DRAFT

# **Downtown Wayfinding Inventory**

December 2018

**EXHIBIT C**

# Michigan and Jackson St.

## North



## South



# Michigan and Cass St.

## North



## South



# Prospect and Mason St.

North

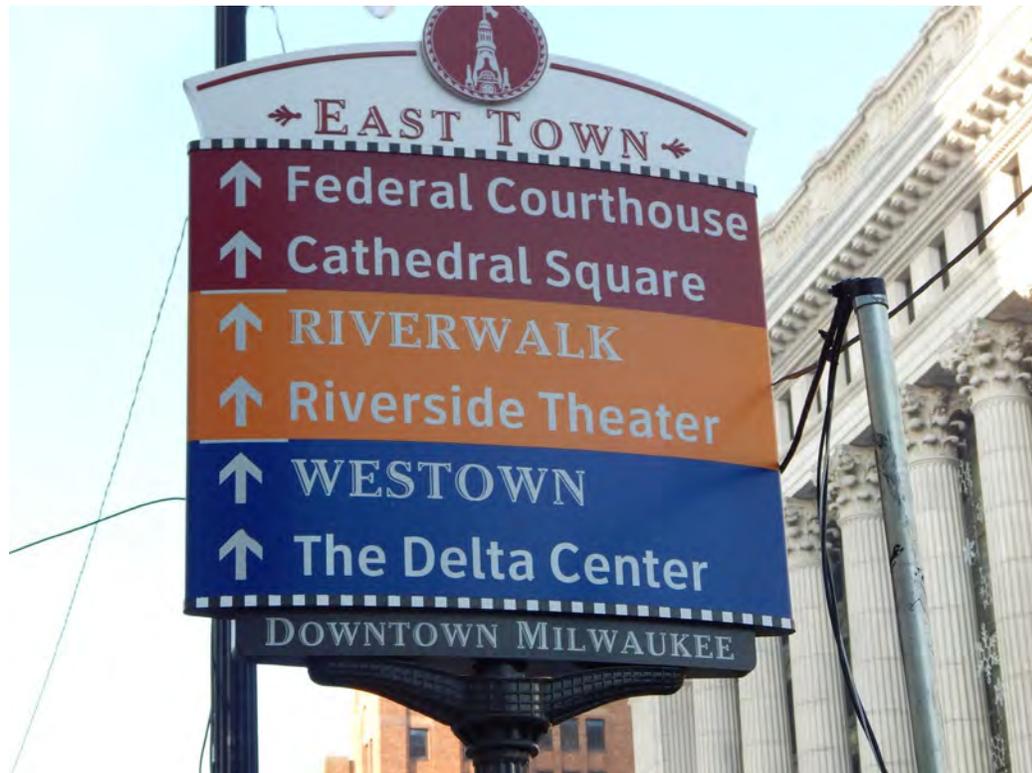


South



# SOUTH Wisconsin Ave. and Cass St.

WEST



East



SOUTH  
**Wisconsin Ave. and Milwaukee St.**

**WEST**



**East**

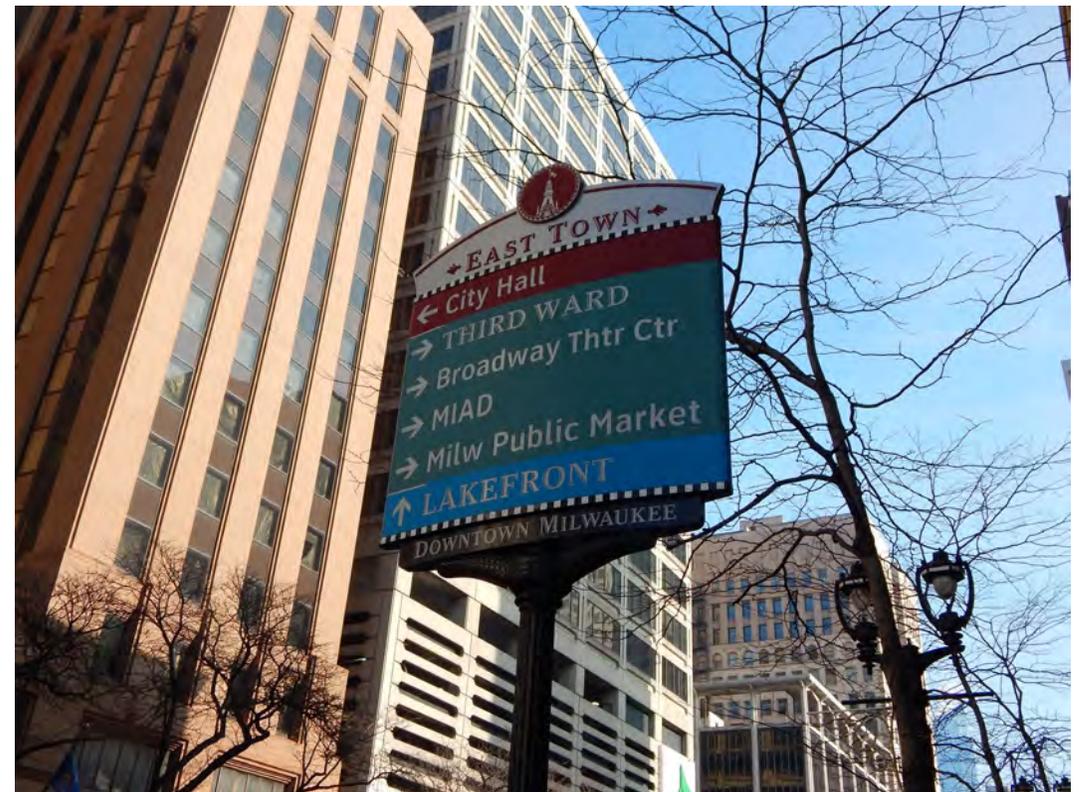


# SOUTH Wisconsin Ave. and Water St.

WEST



East



# SOUTH 111 E. Wisconsin Avenue

## WEST



## EAST



SOUTH  
**Wisconsin Ave. and Plankinton Ave.**

**WEST**



**EAST**



# SOUTH Wisconsin Ave. and 2nd St.

## WEST



## EAST



# SOUTH Wisconsin Ave. and 3<sup>rd</sup> St.

## WEST



## EAST



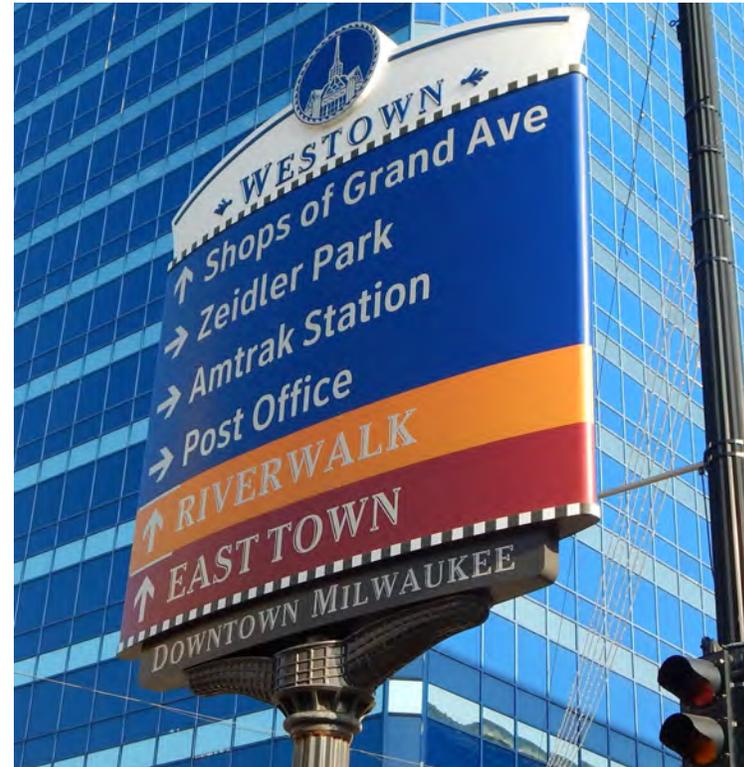
SOUTH

# Wisconsin Ave. and 4<sup>th</sup> St.

WEST



EAST



# SOUTH Wisconsin Ave. and 6<sup>th</sup> St.

## WEST



## EAST



SOUTH  
**Wisconsin Ave. and 8<sup>th</sup> St.**

**WEST**

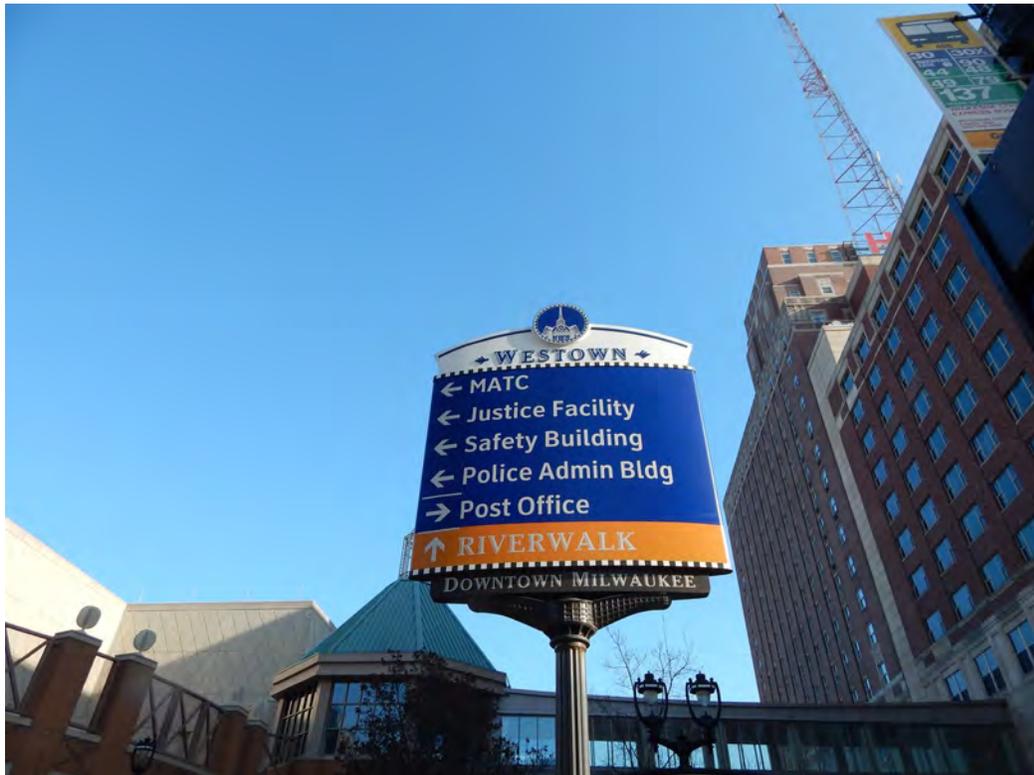


**EAST**



# NORTH Wisconsin Ave. and 6<sup>th</sup> St.

## EAST



## WEST



# NORTH Wisconsin Ave. and 4<sup>th</sup> St.

EAST

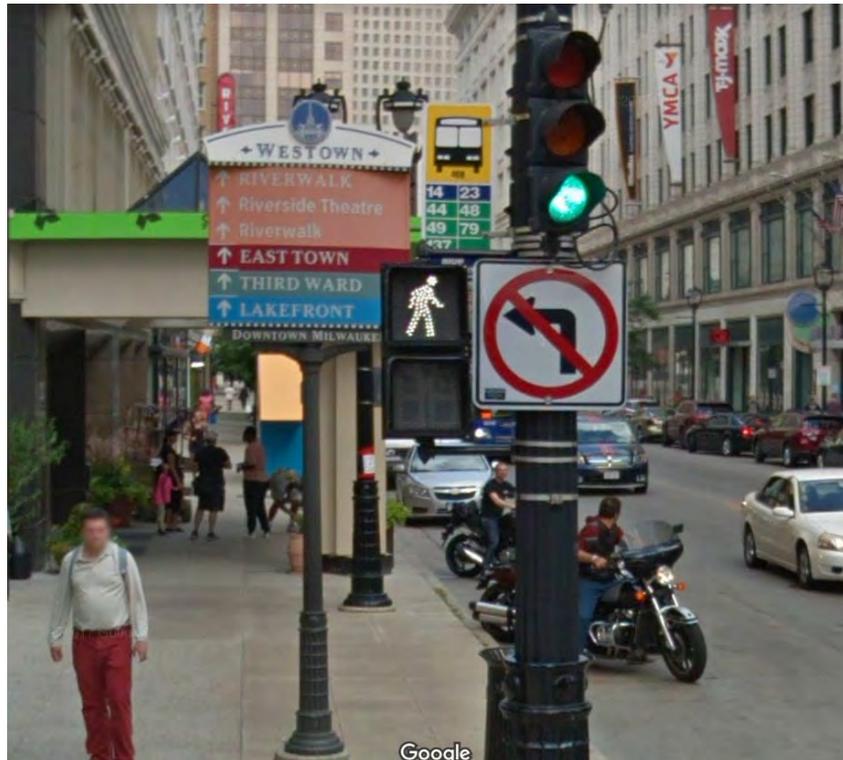


WEST



# NORTH Wisconsin Ave. and 2<sup>nd</sup> St.

## EAST



## WEST



NORTH

# Wisconsin Ave. and Plankinton Ave.

EAST



WEST



NORTH

# Wisconsin Ave. and Milwaukee St.

EAST



WEST



# NORTH Wisconsin Ave. and Jackson St.

## EAST



## WEST



# EAST Wells St. and Milwaukee St.

NORTH



SOUTH

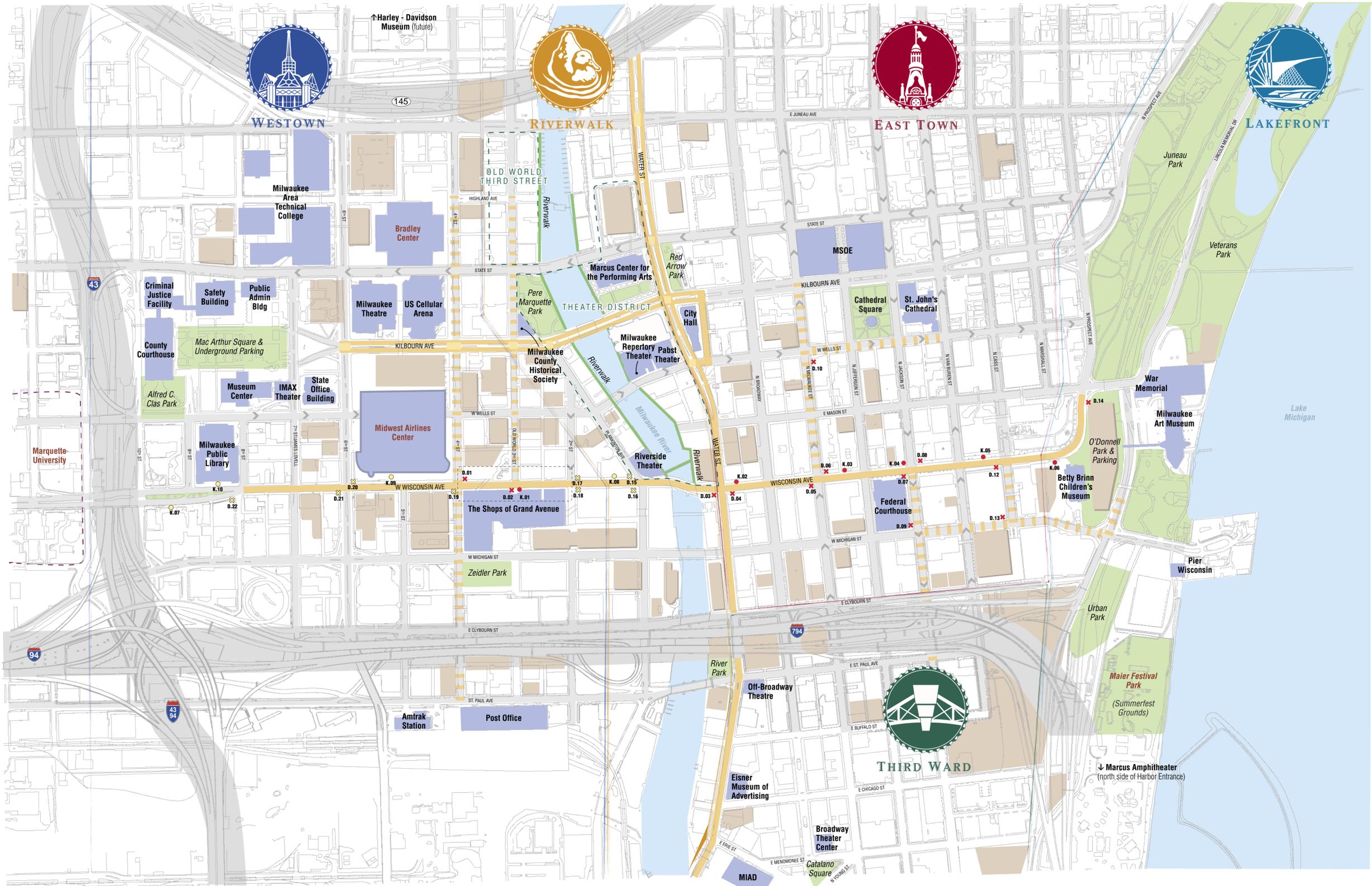


# Sign Location Plan

Updated 10-24-07



109 East Front 304  
Traverse City, MI 49684  
231 947.1236



## Phase 2 East Wisconsin Ave

- Cultural Kiosk/Ped Map
- ✕ Directional Sign

## Phase 3 West Wisconsin Ave

- Cultural Kiosk/Ped Map
- ✕ Directional Sign

### Legend

- Area Boundary
- Primary Streets
- Secondary Streets
- Parking Structure
- Parking Lot
- Park
- Major Destination
- Minor Destination
- River/Lake

- Phase I Bid
- Phase II Bid

### WESTTOWN

- Alfred C. Clas Park
- Amtrak Station
- Bradley Center
- County Courthouse
- Criminal Justice Facility
- IMAX Theater
- Marquette University
- Midwest Airlines Center
- MATC (Milwaukee Area Technical College)
- Milwaukee Theatre
- Museum Center

- Post Office
- Public Library
- Safety Building
- The Shops of Grand Avenue
- US Cellular Arena
- Zeidler Park

### RIVERWALK

- Marcus Center for the Performing Arts
- Milwaukee County Historical Society
- Milwaukee Repertory Theater
- OLD WORLD THIRD STREET
- Pabst Theater
- Pere Marquette Park
- Riverside Theater
- Riverwalk
- Riverwalk Park
- THEATER DISTRICT

### EAST TOWN

- Cathedral Square
- City Hall
- Federal Courthouse
- MSOE (Milwaukee School of Engineering)
- Red Arrow Park
- St John's Cathedral

### THIRD WARD

- Broadway Theatre Center
- Catalano Square
- Eisner Museum of Advertising
- Off-Broadway Theatre
- MIAD (Milwaukee Institute of Art & Design)

### LAKEFRONT

- Betty Brinn Children's Museum
- Juneau Park
- Maier Festival Park
- Marcus Amphitheater
- Milwaukee Art Museum
- O'Donnell Park
- Pier Wisconsin
- Veterans Park
- War Memorial



## Color Palette

Fabricator is responsible for matching all colors to the color specifications listed below.  
**CAUTION! CONSISTENT AND ACCURATE COLOR REPRODUCTION IN THIS DOCUMENT CANNOT BE ASSURED DUE TO THE LIMITATIONS OF COLOR COPYING TECHNOLOGY.**  
 Shown here are approximations of the primary signage background colors and supporting accent colors. Actual Pantone chips corresponding to the numbers below should be used to request custom matched paints (the white is also used as a reflective vinyl).  
 Actual color finishes on signage are to be matte or low luster (not shiny or glossy) and exclusively a premium acrylic polyurethane.  
 Signage paints made of Acrylic Polyurethane are to be the standard reference.

### Area Colors

Westown	Pantone 287
Riverwalk	Pantone 145
East Town	Pantone 202
Third Ward	Pantone 555
Lakefront	Pantone 307

### Support Colors

White	Vinyl Reflective: Engineer Grade White	Dark Gray <i>(STRUCTURE/BASIC BACKGROUND)</i> Pantone: Black 7
	Vinyl Opaque: Matte White	
	Natural White Satin	

## Symbols

The Westown icon, custom arrow, and decorative symbol 1 graphic art will be provided to the fabricator by the designer, Corbin, in electronic form.

### Area Icons

As part of this catalytic project, the Westown icon is developed into a graphic symbol as shown. Other area icons will be developed later (from these photographs) as part of the master plan.



Custom Arrow



Decorative Symbol 1



## Typography

Font substitutions are not acceptable.  
 It is recommended that these fonts are purchased; or, the fonts are available from Corbin in Macintosh format for this project ONLY.

Font: **ClearviewOne Medium Compressed**  
 Function: Wayfinding/direction giving information  
 Available from: Terminal Design, 718 246-7069, type@terminaldesign.com

Aa Bb Cc Dd Ee Ff Gg Hh Ii  
 Jj Kk Ll Mm Nn Oo Pp Qq Rr  
 Ss Tt Uu Vv Ww Xx Yy Zz  
 0123456789

Font: **ITC Cheltenham Handtooled Bold**  
 Function: Specialty/Identity Information  
 Available from: ITC, International Typeface Corp., 866-823-5828, www.itcfonts.com

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn  
 Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz  
 0 1 2 3 4 5 6 7 8 9

### Master Signage Program

City of Milwaukee  
 Wisconsin

Skidmore, Owings & Merrill  
 Chicago, Illinois



109 East Front 304  
 Traverse City, MI 49684  
 231 947.1236

### Notes

**Fabricator is responsible for matching all colors and materials as specified and are required to provide Corbin color and material samples for approval.**

**CAUTION!**  
 CONSISTENT AND ACCURATE COLOR REPRODUCTION IN THIS DOCUMENT CANNOT BE ASSURED DUE TO THE LIMITATIONS OF COLOR COPYING TECHNOLOGY.

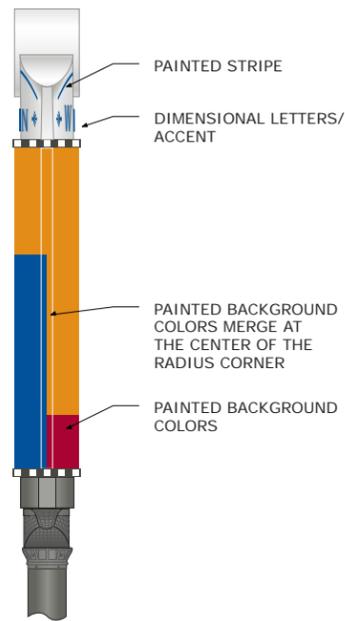
The Coated Pantone Matching System® is used for specifying signage color matches. (In the absence of actual sign material color chip reference sets, actual specified product color swatches should be referenced for color matching.) Shown here are approximations of the primary signage background colors and supporting accent colors. Actual color finishes on signage are to be matte or low luster (not shiny or glossy) and exclusively a premium acrylic polyurethane. **Fabricator is responsible for**

Release	Date	Notes	Sign Type Standards
1.0	11.21.01	Client Review/Approval	Aesthetic Elements
2.0	2.14.02	Revised/Client Approval	
3.0	4.17.02	Wayfinding Update/Open House	
4.0	10.21.02	Riverwalk color change	
5.0	2.27.03	Review	
	3.24.03	Revisions	
	3.18.07	Revisions	

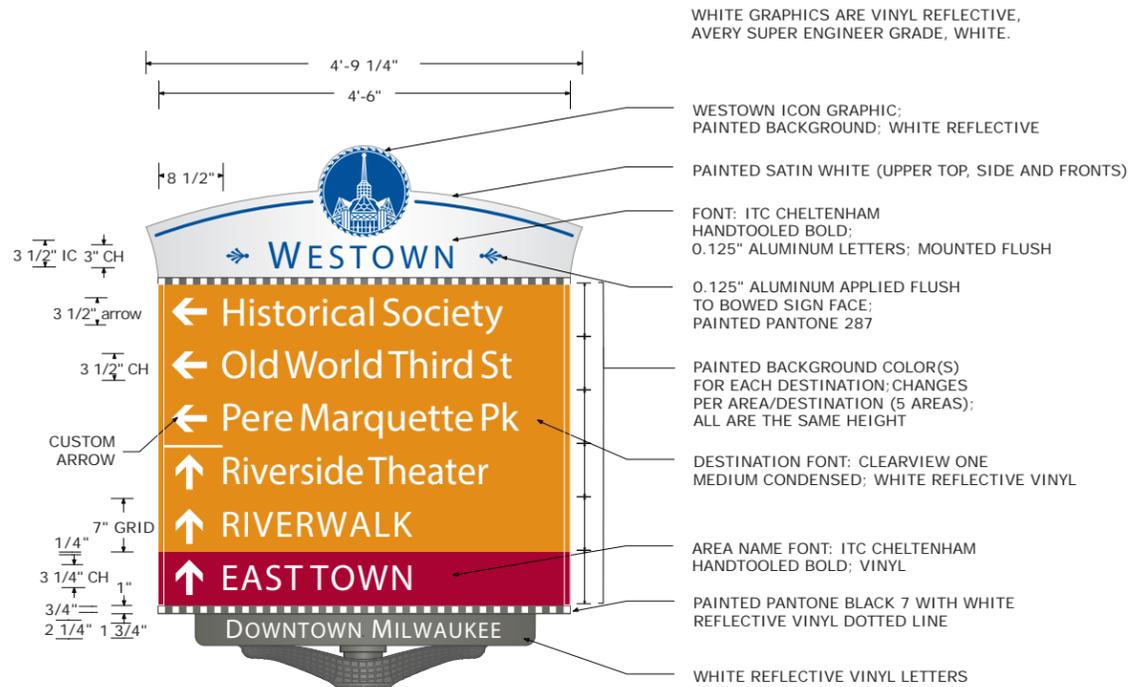
Directional  
D



D.02 EAST FACE EXAMPLE  
1" = 1'-0"



SIDE PROFILE DESIGN INTENT



WHITE GRAPHICS ARE VINYL REFLECTIVE, AVERY SUPER ENGINEER GRADE, WHITE.

WESTOWN ICON GRAPHIC; PAINTED BACKGROUND; WHITE REFLECTIVE

PAINTED SATIN WHITE (UPPER TOP, SIDE AND FRONTS)

FONT: ITC CHELTENHAM HANDTOOLED BOLD; 0.125" ALUMINUM LETTERS; MOUNTED FLUSH

0.125" ALUMINUM APPLIED FLUSH TO BOWED SIGN FACE; PAINTED PANTONE 287

PAINTED BACKGROUND COLOR(S) FOR EACH DESTINATION; CHANGES PER AREA/DESTINATION (5 AREAS); ALL ARE THE SAME HEIGHT

DESTINATION FONT: CLEARVIEW ONE MEDIUM CONDENSED; WHITE REFLECTIVE VINYL

AREA NAME FONT: ITC CHELTENHAM HANDTOOLED BOLD; VINYL

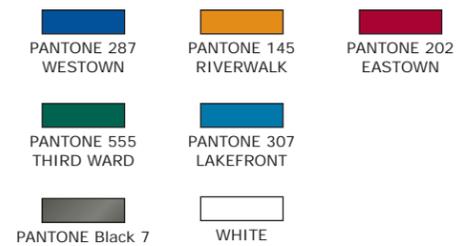
PAINTED PANTONE BLACK 7 WITH WHITE REFLECTIVE VINYL DOTTED LINE

WHITE REFLECTIVE VINYL LETTERS

NOTE: REFER TO SOM'S SIGNAGE DETAILS ON THE CONSTRUCTION OF THE SIGN; POST, BASE AND ARM TO BE PAINTED SAME GLOSS BLACK AS THE STREETLIGHT POSTS

Date	Notes
10.25.01	Refinements
11.1.01	Bid Ready
4.17.02	Wayfinding Update/Open House
10.21.02	Update
2.13.03	Copy Refinement
2.27.03	"Dist." removed
3.24.03	Revisions
7.16.07	Revisions
10.16.07	Revisions

Color Palette



Notes

SCALE: 1/2" = 1'-0" (11x17 sheet)

**SIGN CONSTRUCTION SPECS:** refer to SOM's Signage Detail drawings.

SIGN FACE ART: Refer to GR-001 bid drawing for actual sign face art (Designer will provide electronic files).

SIGN D.02 WEST FACE EXAMPLE