



Birmingham Shopping District  
Wayfinding and Gateway Signage Committee  
Meeting Date: 2/7/2022  
151 Martin Street  
Birmingham, MI 48009  
ALLINBirmingham.com

## WAYFINDING AND GATEWAY SIGNAGE COMMITTEE AGENDA

**Members:** Doug Fehan, Sarvy Lipari, Jana Ecker, Nicholas Dupuis, Annie VanGelderren, Kevin Hart, Marianne Gamboa  
**Staff:** Sean Kammer, Claire Galli  
**Date and Time:** Monday, February 7, 2022 at 1:00 p.m.  
**Location:** City Hall Second Floor Conference Room

**Zoom Link for the public:** <https://us06web.zoom.us/j/82377548518>

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### AGENDA

1. Call to order
2. Roll Call
3. Public Comment
4. Logo Recommendations
5. RFP for Wayfinding Signage Program Updates
6. Informational: Meeting Calendar
7. Adjourn



## MEMORANDUM

Office of the City Manager

**DATE:** July 13, 2017

**TO:** Joseph A. Valentine, City Manager

**FROM:** Joellen Haines, Assistant to the City Manager

**SUBJECT:** Recommendation by the Ad Hoc Birmingham Brand Development Committee (BBDC) for a new Birmingham city logo

The Ad Hoc Birmingham Brand Development Committee (BBDC) was created July 22, 2016, to select and work with a design firm to assist in the process of filtering ideas for and recommending a new city logo. The Ad Hoc BBDC is comprised of one member from the Parks and Recreation Board, one member from the Birmingham Shopping District (BSD), one member from the Planning Board, two City Commissioners, and two at-large members drawn from different neighborhoods. The goal of the rebranding initiative is to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

The Committee's first meeting took place Sept. 29, 2016, and McCann Detroit was selected October 17, 2016, to design a new city logo using the process determined by the City. This process involved having McCann conduct three stakeholder meetings which took place December 13, 14 and 15<sup>th</sup>, 2016. These meetings were designed to gather input about Birmingham from three core stakeholder groups, one representing residents, a second representing business owners, and a third representing current board or committee members. During these meetings, participants were asked a series of questions such as what Birmingham means to them, and what makes Birmingham different from other cities. As a follow up to these meetings, McCann provided a brief summary of this feedback in the attachment titled: "Diverse Stakeholders with Different Needs."

McCann presented their first designs to the Ad Hoc Committee on January 30, 2017, and the Committee held a total of nine public meetings, evaluating more than 50 logo designs. Toward the end of the process, the Committee directed McCann to focus on specific words to use as logo guideposts which included: Timeless/Classic, Distinctive/Unique, Fresh, Clean, Sophisticated/Refined. The Committee asked McCann to focus on the iconic historic side of Birmingham for inspiration, and eventually narrowed their logo selection down to three. They decided to vote on which design would be the one preferred design to recommend to the City Commission, with a second and third alternate.

On June 22, 2017, the final vote and recommendation for the Commission was for Logo #1 as their preferred recommendation, with Logo 2 and 3 as alternates in order of preference. The preferred Logo #1 uses an icon modelled after the Marshall Frederick's sculpture in Shain Park, along with the words "Birmingham" and "A Walkable City" tagline beneath the icon. The second choice was Logo #2, using the words only of Birmingham, with an elongated R, and tagline. The third choice was Logo #3, with a square icon resting above the word Birmingham, and

includes the tagline. See the attached designs marked Logo 1, Logo 2 and Logo 3. After identifying their first choice of Logo 1, the Ad Hoc Committee felt it would be beneficial for the City Commission to see the two alternates that came in second and third.

**SUGGESTED RESOLUTION:**

To approve Logo # 1 as the preferred logo by the Ad Hoc BBDC as the new Birmingham city logo,

Or,

To approve Logo \_\_\_\_ as the new Birmingham city logo.

# DIVERSE STAKEHOLDERS WITH DIFFERENT NEEDS

## RESIDENTS



- Sophisticated, professional, proud of their achievements, respectful, educated, many age ranges — but more mature, stylish, classic, progressive, open
- Friendly residents — you can say hello to anyone on the street — it doesn't matter who you are
- Close-knit, family-oriented community
- Active lifestyle, healthy, dog friendly — enjoy the many parks in the city
- See the city as quaint and charming

## BUSINESSES



- Eclectic blend of businesses — restaurants, salons/spas, gift stores, art galleries, library, movie theaters, shops, grocery stores, technology, advertising, banking, doctors, lawyers, etc.
- Unique concepts and boutiques/individual proprietors — you will only find it here
- Birmingham is the perfect city to meet, network and ask people to come to
- City has stature and prestige — clients want to come to us

## VISITORS



- Visit out of curiosity, come back for a treat
- Central place to meet with friends to shop, go to the movies or dine, exciting nightlife
- Perfect "date night" location
- See it as quiet, clean, safe (even at night)
- Enjoy the parks, recreation and community areas
- Viewed as walkable, but occasionally not pedestrian-friendly
- Viewed as unapproachable, elitist, pretentious by outsiders
- Tough to get in and out, traffic and parking are hurdles

# BIRMINGHAM MEANS DIFFERENT THINGS TO DIFFERENT PEOPLE



# LOGO GUIDEPPOSTS

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Timeless/Classic

Distinctive/Unique

Fresh

Clean

Sophisticated/Refined

# THE FINAL 3





LOGO 1



**BIRMINGHAM**  
A WALKABLE CITY

LOGO 2



LOGO 3



This logo is inspired by Birmingham resident Marshall Frederick's  
"Freedom of the Human Spirit" sculpture.

The distinctive icon captures the essence and energy  
of this focal point of Shain Park.

When combined with a classic font for the city name,  
and balanced with the simple tagline, this logo embodies  
the modern yet timeless nature of the city itself.

This logo is versatile. The elements can be used together, separately or  
arranged differently, depending upon the specific application.



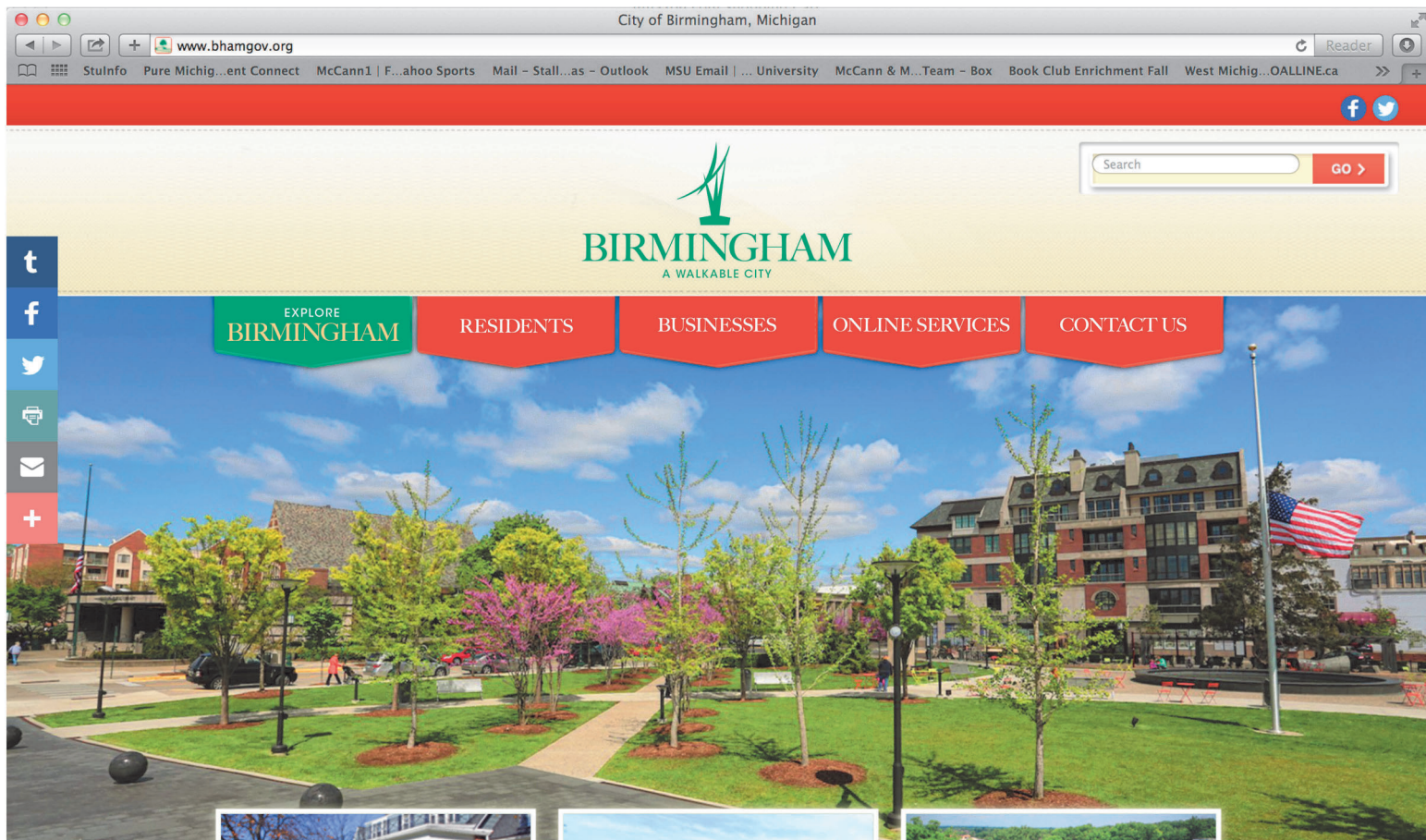
**BIRMINGHAM**

A WALKABLE CITY



BIRMINGHAM

A WALKABLE CITY















LOGO 2

This logo uses a classic font that has been customized to represent the distinctive, unique nature of the city.

It has a fresh, sophisticated feel that lends itself to numerous applications.

**BIRMINGHAM**  
A WALKABLE CITY

# BIRMINGHAM

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# BIRMINGHAM

**HOLLY JOHNSON**  
Director of Marketing

151 Martin Street  
Birmingham, MI 48012 | 248.530.1800

# BIRMINGHAM

A WALKABLE CITY

151 MARTIN STREET | BIRMINGHAM, MI 48012 | 248.530.1800





The icon of this logo represents the downtown as the center of the city surrounded by its neighborhoods.

When combined with a classic serif font in upper and lowercase, it creates a clean, approachable look for the city.

The elements can be used together, separately or arranged differently, depending upon the specific application.









GO >

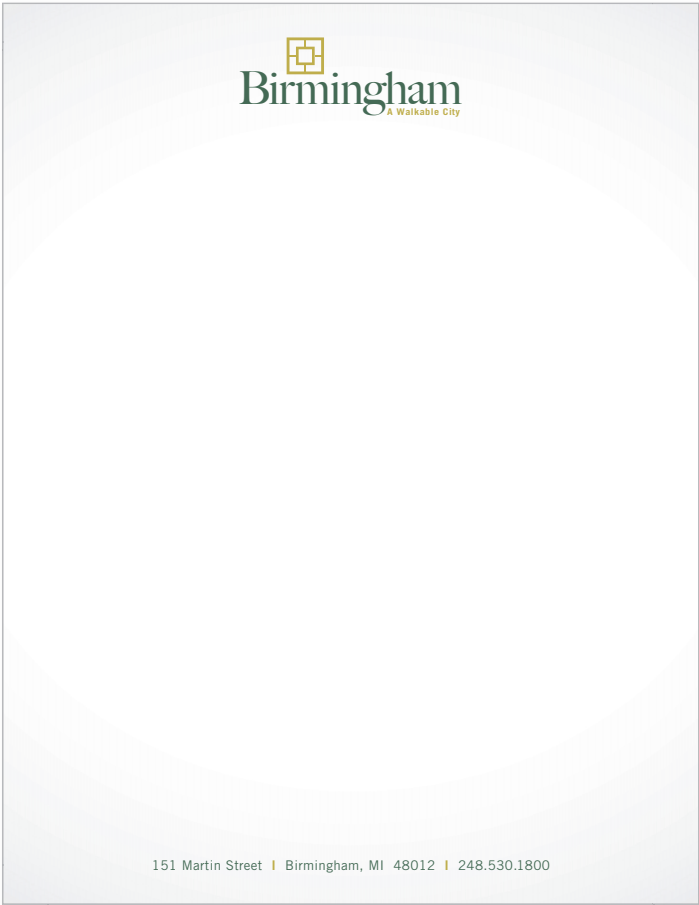
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**BIRMINGHAM CITY COMMISSION MINUTES**  
**JULY 24, 2017**  
**NORTH END OF BROOKSIDE AVE.**  
**6:00 P.M.**  
**RECONVENING AT**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**I. CONVENE AT 6:00 P.M. AT THE NORTH END OF BROOKSIDE AVE., BIRMINGHAM MI**

Mayor Mark Nickita called the meeting to order at 6:08 p.m.

Present,        Mayor Nickita  
                  Commissioner Bordman  
                  Commissioner Boutros  
                  Commissioner DeWeese  
                  Commissioner Hoff  
                  Commissioner Sherman  
Absent,        Mayor Pro Tem Harris

Administration: City Manager Valentine, City Clerk Mynsberge, City Attorney Currier, City Engineer O'Meara

DTE Energy: Joe Jacunski, Manager, Regional Planning, Nurah Dababneh, Dan Phillips, Facilitator/Arborist

**PHYSICAL INSPECTION OF PROPOSED DTE ELECTRIC COMPANY OVERHEAD EASEMENT FOR 856 N. OLD WOODWARD.**

Mr. Jacunski explained:

- Trees painted with double white dots are slated for removal.
- The three new pole locations are marked with 3' stakes topped with a pink streamer.
- The crossbars on the poles are 8' wide, requiring a clearing of 10'.
- Existing poles will be top cut under the transformers, not removed.
- One of the new poles will have two transformers; the middle pole will have no transformers.

Commissioner DeWeese asked if DTE was going to clear cut the area. Dan Phillips, Project Manager/Arborist for DTE, stated no unmarked trees will be removed without DTE talking to the City Commission, and marked trees will not be removed if it is possible to leave them in place.

City Manager Valentine explained:

- All trees removed will be replaced with equitable species at 4" caliper.
- The developer will contribute to the cost of tree replacement.
- Locations for replacement trees have not yet been determined.

- Commissioner Boutros felt the ordinance has to take into consideration the fact that the sun can jeopardize products and suggested something is needed to protect the display of products being sold. He felt it was a separate issue from advertising in windows.
- Mayor Nickita noted when ordinances are examined precedent is considered. He suggested if a product is jeopardized by the sun, the product does not belong in the window. He agreed that screening for restaurants might be different. He said he was comfortable adopting the proposed ordinances.

Mayor Pro Tem Harris requested Article 04, Section 4.90 E. be clarified to denote that a modification to the standards does not necessarily require approval by all three boards listed, just by those boards required to review the request. Commissioner DeWeese requested further clarification that modification to the standards must be approved by a majority of the board members appointed and serving, rather than just by a majority of those board members in attendance at the meeting. \*City Attorney Currier confirmed that approval must be by a majority of members appointed and serving. (\*As amended on August 14, 2017.)

**MOTION:** Motion by Commissioner Bordman, seconded by Mayor Nickita:

To approve the following Zoning Ordinance amendments with additional changes to Article 04 Development Standards, Section 4.90, WN-01 as noted under "c." below:

- Article 03 Downtown Overlay District, Section 3.04(e) Architectural Standards to require clear glazing at the first floor façade;
- Article 03 Triangle Overlay District, Section 3.09, commercial/mixed use architectural requirements to require clear glazing at the first floor façade;
- Article 04 Development Standards, Section 4.90, WN-01 (Window Standards) to alter the required glazing on commercial buildings, with the following additional changes:
  - Under A.2. delete the words "in neutral colors";
  - Revise the language of E. to read: "To allow flexibility in design, these standards may be modified by a majority vote of *those appointed and serving on the appropriate reviewing body, including* the Planning Board, Design Review Board, and/or Historic District Commission for architectural design considerations provided that the following conditions are met:
- Article 07 Architectural Design Requirements, Section 7.05, Requirements, to remove inconsistent provisions; and
- Article 9, Section 9.02, Definitions, to add definitions for clear glazing and lightly tinted glazing.

VOTE:        Yeas,        7  
                  Nays,        0  
                  Absent,    0

**07-210-17                    RECOMMENDATION BY THE AD HOC BIRMINGHAM BRAND  
 DEVELOPMENT COMMITTEE (BBDC) FOR A NEW BIRMINGHAM  
 CITY LOGO**

Assistant to the City Manager Haines reported:

- The Ad Hoc BBDC is comprised of one member from the Parks and Recreation Board, one member from the Birmingham Shopping District (BSD), one member from the Planning Board, two City Commissioners, and two at-large members drawn from different neighborhoods.
- The goal of the rebranding initiative is to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

- McCann Detroit was selected on October 17, 2016 to design a new city logo using the process determined by the City, which included McCann conducting three stakeholder meetings, which took place December 13, 14 and 15th, 2016, designed to gather input about Birmingham from three core stakeholder groups, one representing residents, a second representing business owners, and a third representing current board or committee members.
- During these meetings, participants were asked a series of questions such as what Birmingham means to them, and what makes Birmingham different from other cities.
- McCann presented their first designs to the Ad Hoc Committee on January 30, 2017, and the Committee held a total of nine public meetings, evaluating more than 50 logo designs.
- The Committee directed McCann to focus on specific words to use as logo guideposts which included: Timeless/Classic, Distinctive/Unique, Fresh, Clean, Sophisticated/Refined, and to focus on the iconic historic side of Birmingham for inspiration.
- The Committee narrowed their logo selection down to three, and voted to recommend Logo #1 as their preferred recommendation, with Logo 2 and 3 as alternates in order of preference.
  - Logo #1 uses an icon modelled after the Marshall Frederick's sculpture in Shain Park, along with the words "Birmingham" and "A Walkable City" tagline beneath the icon.
  - Logo #2 uses the words only of Birmingham, with an elongated R, and tagline.
  - Logo #3 uses a square icon resting above the word Birmingham, and includes the tagline.

McCann Detroit representative Susan Stallings explained the process of public input and development of the final three logo designs by Ad Hoc BBDC. Ms. Stallings described the inspiration for each of the three final logos:

- Logo # 1 is inspired by Birmingham resident Marshall Frederick's "Freedom of the Human Spirit" sculpture. The distinctive icon captures the essence and energy of this focal point of Shain Park. When combined with a classic font for the city name, and balanced with the simple tagline, this logo embodies the modern yet timeless nature of the city itself. This logo is versatile. The elements can be used together, separately or arranged differently, depending upon the specific application.
- Logo #2 uses a classic font that has been customized to represent the distinctive, unique nature of the city. It has a fresh, sophisticated feel that lends itself to numerous applications.
- Logo #3 uses an icon that represents the downtown as the center of the city surrounded by its neighborhoods. When combined with a classic serif font in upper and lowercase, it creates a clean, approachable look for the city. The elements can be used together, separately or arranged differently, depending upon the specific application.

Commissioner Bordman asked what a city logo is, what it is supposed to do, who the intended audience is, and if a brand is effective without an icon.

Ms. Stallings explained a logo is a branded identity, is not just for visitors, and can be effective without an icon if it is customized.

Doug Fehan, member of the Ad Hoc BBDC, reported:

- The AD Hoc BBDC included architects, marketing and advertising professionals, an artist and a calligraphy expert.



- The Committee had spirited conversations, considered 50 iterations, and met all criteria set.
- He characterized the work of the Committee as exhaustive.
- Logo #1 creates the image of the City, and, like the Nike swoosh, will become known through branding and use.

Peter Hollinshead, member of the Ad Hoc BBDC, thanked Ms. Stallings for an excellent presentation and her wonderful work with the committee throughout the process. He explained:

- A logo and a graphic identity for a governmental body should be a device that reaches not only visitors and outsiders but also residents and users of City services.
- It should draw on things that will resonate with those audiences.
- The Committee worked to avoid a logo that was dated or trendy.

Commissioner DeWeese felt Logo #3 was too complicated because it requires explanation of the square. He said Logo #1 may have captured the spirit of the City, noting it represents something unique about Birmingham.

Commissioner Hoff commended McCann Detroit for their leadership. She was not certain Logo #1 was the best for Birmingham and commented that she personally does not believe the logo is right yet.

Mayor Pro Tem Harris said he prefers Logo #1 and indicated initial ignorance of what the icon is does not detract from the logo.

Commissioner Boutros echoed Mayor Pro Tem Harris' statements, and said he personally prefers Logo #1 from a design standpoint. He questioned why the typeface is not sans serif which is more modern. Ms. Stallings explained the feeling of most people was that the modern look of sans serif would eventually date the logo, so a combination of styles was used to make the logo more approachable.

Mayor Nickita commented on the thorough approach to the development of the logos. He noted the majority of icons and logos use imagery which is meant to be ultimately identified with a product.

**MOTION:** Motion by Commissioner DeWeese, seconded by Mayor Pro Tem Harris:  
To approve Logo # 1 as the preferred logo by the Ad Hoc BBDC as the new Birmingham city logo.

Commissioner Sherman agreed with Commissioner Hoff that none of the three are ready to be the Birmingham logo. He said they are a starting point, but are not an ending point, and commented that none of the three logos made him think "Birmingham".

Commissioner Bordman said she attended a few of the Committee meetings, knows how hard the members worked on the project, recognizes they are very attached to the results, and she extended the City's appreciation. She commented that she does not understand the icon on Logo #1 and does not support it. She thinks neither of the other two logos really depict Birmingham. Commissioner Bordman agreed with Commissioners Hoff and Sherman that the three logos presented don't do what they need to do.

Commissioner Sherman stated he does not want a split decision on the City's logo.

Mayor Nickita was comfortable with Logo #1, but agreed a unified agreement by the Commission was preferred.

Brief discussion ensued regarding options for next steps.

Commissioner DeWeese strongly supported an icon in the logo. He stated he will vote against his own motion because the Commission should be unified in the decision. Commissioner DeWeese commented the logo needs to be something people will accept and identify with.

Commissioner Deweese moved to withdraw his motion. Mayor Pro Tem Harris did not support the motion to withdraw.

VOTE:           Yeas,       2 (Harris, Boutros)  
                  Nays,       5 (Bordman, DeWeese, Hoff, Nickita, Sherman)  
                  Absent,   0

Motion failed.

Mark Canavan, McCann Detroit, explained that identity of a logo is a day-forward process, meaning a logo gains meaning with every touchpoint and is meant to grow over 10 or 20 years.

Mayor Nickita asked what the next step is that will help build consensus, stating he wants to build on momentum, not falter. He asked if meeting with McCann Detroit or taking City Manager Valentine's suggestion of workshops should be the next step.

The McCann Detroit representatives indicated time is needed to think about the next step. Mayor Nickita felt it would probably be worthy of the effort to have McCann Detroit put together some suggestions for how to move forward to create consensus.

Commissioner Boutros favored focusing on refining Logo #1.

Commissioners Hoff and Bordman expressed interest in showing the logos to other people to gauge reactions. Commissioner Bordman wondered if receiving reactions from others would crystalize her thoughts and help her determine if one of the logos is the right one.

No action was taken.

**07-211-17                   S. ETON RD. CORRIDOR – MAPLE RD. TO LINCOLN AVE. MULTI-MODAL TRANSPORTATION BOARD RECOMMENDATIONS**

City Engineer O'Meara's report to City Manager Valentine, dated July 19, 2017, is excerpted in regard to four suggested changes on the first block of S. Eton Rd.:

*The Ad Hoc Rail District Committee identified four suggested changes on the first block of S. Eton Rd. They are as follows:*

- 1. Relocate the west side curb for the entire block from its current location to a point three feet closer to the center of the road. Relocating the curb takes the extra space currently available on the one southbound lane of S. Eton Rd., and makes it available for an enhanced 8 ft. wide sidewalk (up from the existing 5 ft.). The recommendation came from the fact that the current sidewalk is the main*



## **REQUEST FOR PROPOSALS FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

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Sealed proposals endorsed "**WAYFINDING/SIGNAGE PROGRAM UPDATES**", will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **(INSERT DATE)** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from design professionals to help the city update its existing Citywide Wayfinding and Signage Design Program. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham Community Development Department, 151 Martin St., Birmingham, Michigan.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

**Submitted to MITN:**  
**Deadline for Submissions:**  
**Contact Person:**

**(INSERT DATE)**

**(INSERT DATE)**

Nicholas J. Dupuis, Planning Director  
151 Martin Street  
Birmingham, MI 48009  
Phone: 248-530-1856  
Email: [ndupuis@bhamgov.org](mailto:ndupuis@bhamgov.org)



**REQUEST FOR PROPOSALS  
FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

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## **INTRODUCTION**

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private consulting firm or firms will hereby be referred to as "Contractor."

The City of Birmingham is seeking the services of a design professional to work with members of its Community Development Department, Birmingham Shopping District, Communications and residents to update an existing wayfinding/signage program for the entire City. The purpose of this RFP is to request sealed bid proposals from qualified candidates. The bid shall include presentation of qualifications, capabilities, and costs for providing a design services in accordance with the following objectives:

1. Evaluate and update the Citywide Wayfinding and Signage Design Program (2004); and
2. Review recommendations within the City's various master plans including (but not limited to) the Parks and Recreation Master Plan, Triangle District Urban Design Plan, Eton Road Corridor Plan, and The Birmingham Plan 2040 for inclusion in new document.

It is anticipated that the selection of a firm will be completed by **(INSERT DATE)**. An agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

## **SCOPE OF WORK**

The selected Contractor will work with the City to update the Citywide wayfinding and Signage Design Program and provide the City with a new, official guide for all City wayfinding signage. The scope of services is as follows:

1. Review related documents and master plans.
2. Review City Style Guide and other publications to create cohesive design.
3. Recommend changes to typography, symbology and other graphics.
4. Provide specific recommendations for updated locations.
5. Develop a system maintenance program.
6. Provide recommendations on new technology.
7. Provide a timeline for project implementation, including costs and potential funding sources.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project. Additional meetings with both the Planning Board and City Commission may be requested as needed.

## **DELIVERABLES**

**Deliverable #1** – A first draft of a proposal for an updated Citywide Wayfinding and Signage Design Program for review by the Wayfinding and Gateway Signage Committee.

- One (1) electronic PDF version of the document.

**Deliverable #2** – A complete final draft with proposed updates and recommendations for signage across the City.

- One (1) electronic PDF version of final document.
- Five (5) bound hard-copy sets of the final document.

## **TIME SCHEDULE AND COST PROPOSAL**

All proposals must include a proposed time schedule for completion of the report and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

**All work must be completed prior to (INSERT DATE).**

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than **(INSERT DATE)** to:

City of Birmingham  
Attn: City Clerk  
151 Martin Street  
Birmingham, Michigan 48009

One (1) electronic copy and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"WAYFINDING/SIGNAGE PROGRAM UPDATES"**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements.

## **SUBMISSION REQUIREMENTS**

All proposals that wish to be considered must contain the following:

1. Cover Letter;
2. Qualifications of the Contractor and of the key employees that will be involved in the project. The project team should include each of the following skill sets:
  - a. Experience with the preparation of design plans;

- b. Mastery of graphic design; and
  - c. Understanding of wayfinding and signage.
- 3. Details of Contractor(s) experience with the preparation of wayfinding design plans, including references from at least two relevant communities where such guidelines have been completed. (Portions of sample plans prepared by the Contractor should be submitted with the proposal, up to a maximum of twenty-five (25) pages);
- 4. List of sub-contractors and their qualifications, if applicable;
- 5. Overview of the scope of work to be completed, broken down into the following separate components:
  - a. Review of related documents and master plans.
  - b. Review of City Style Guide and other publications to create cohesive design.
  - c. Recommendations for changes to typography, symbology and other graphics.
  - d. Providing specific recommendations for updated locations.
  - e. Developing a system maintenance program.
  - f. Providing recommendations on new technology.
  - g. Providing a timeline for project implementation, including costs and potential funding sources.
- 6. Project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline and an understanding of the anticipated project completion timeline;
- 7. Agreement (Attachment A – **only if selected by the City**)
- 8. Bidders Agreement (Attachment B);
- 9. Cost Proposal (Attachment C);
- 10. Iran Sanctions Act Vendor Certification (Attachment D); and

### **INSTRUCTIONS TO BIDDERS**

- 1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
- 2. Any request for clarification of this RFP shall be made in writing and delivered via email to Nicholas Dupuis at [ndupuis@bhamgov.org](mailto:ndupuis@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification". All inquiries received

will be answered and posted on MITN at least 3 days prior to the RFP submission due date.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder, and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number (if applicable). The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

#### **EVALUATION PROCEDURE AND CRITERIA**

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Content of Proposal.
- Cost of Services.
- Timeline and Schedule for Completion.
- References.

#### **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.



2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

#### **CITY RESPONSIBILITY**

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

#### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

#### **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

#### **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

#### **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

#### **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

#### **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

#### **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

#### **ANTICIPATED PROJECT TIMELINE**

|                               |                  |
|-------------------------------|------------------|
| Evaluate Respondents          | March/April 2022 |
| Award Contract                | April/May 2022   |
| Project Kick-Off Meeting      | June 2022        |
| First Draft Due               | December 2022    |
| Second Draft Due              | March 2023       |
| Final Draft of Plan Completed | June 2023        |

All work must be completed prior to **(INSERT DATE)**. The final project schedule will be developed in conjunction with the City and the contractor upon contract award.

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**ATTACHMENT A  
AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

### **AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

#### **WITNESSETH:**

**WHEREAS**, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to perform design services to provide wayfinding/signage program updates, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to create a new comprehensive set of historic design guidelines;

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide wayfinding/signage program updates and the Contractor's cost proposal dated \_\_\_\_\_, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Contractor's \_\_\_\_\_, 2022 cost proposal to perform the scope of work as contained in the RFP (Attachment A).

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
  - a. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
  - b. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
  - c. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and

appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- e. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
  - f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
  - g. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
    - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
    - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
    - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
    - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
    - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
  - h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
  - i. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed

officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

**City of Birmingham**  
Attn: Nicholas Dupuis  
151 Martin St.  
Birmingham, MI 48009  
(248)-530-1856

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds



\$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

**IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.**

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    ) ss:  
                                  )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, who acknowledged that with authority on behalf of \_\_\_\_\_ to do so he/she signed this Agreement.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM**

By: \_\_\_\_\_  
Therese Longe

By: \_\_\_\_\_  
Alexandria Bingham

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
Nicholas Dupuis, Planning Director  
(Approved as to Substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to Financial Obligation)

\_\_\_\_\_  
Mary Kucharek, City Attorney  
(Approved as to Form)

\_\_\_\_\_  
Thomas M. Markus, City Manager  
(Approved as to Substance)

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**ATTACHMENT B**

**BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

## **BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

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In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
  2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.
- 

---

**PREPARED BY (PRINT NAME)**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**TITLE**

---

**EMAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**ADDRESS**

---

**PHONE**

DRAFT

**ATTACHMENT C**

**COST PROPOSAL FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

### **COST PROPOSAL FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

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**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*\*Attach technical specifications for all proposed materials as outlined in the Submission Requirements section of the RFP (pg. 5-6)*

| <b>COST PROPOSAL</b> |                   |
|----------------------|-------------------|
| <b>ITEM</b>          | <b>BID AMOUNT</b> |
| 1.                   |                   |
| 2.                   |                   |
| 3.                   |                   |
| 4.                   |                   |
| 5.                   |                   |
| 6.                   |                   |
| 7.                   |                   |

|  |    |
|--|----|
| 8.   |    |
| TOTAL BID AMOUNT                               | \$ |
| <b>ADDITIONAL BID ITEMS</b>                    |    |
| Additional Meetings with City Staff and Boards | \$ |
| Other -  | \$ |
| Other -  | \$ |
| <b>GRAND TOTAL AMOUNT</b>                      | \$ |

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Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR WAYFINDING/SIGNAGE  
PROGRAM UPDATES**

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR WAYFINDING/SIGNAGE  
PROGRAM UPDATES**

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Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

---

---

**PREPARED BY (PRINT NAME)**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**TITLE**

---

**EMAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**ADDRESS**

---

**PHONE**

DRAFT



**Requests for Proposal  
Design of a Wayfinding/Signage Program  
for the  
City of Birmingham, Oakland County, Michigan**

**Project Introduction:**

The City of Birmingham is seeking the services of a design professional to work with members of its Community Development Department, Planning Board and citizens to develop an innovative wayfinding/signage program for the entire City. The project is expected to be awarded on October 28, 2002 and be completed by November 1, 2003.

**Deadline for Receipt of Proposal:**

Sealed proposals are due by July 12, 2002 before 5:00 p.m. Seven (7) copies of your request for proposal including any and all attachments must be submitted to:

City of Birmingham  
Office of the Clerk  
**"Birmingham Wayfinding/Signage Program Proposal"**  
P.O. Box 3001  
151 Martin Street  
Birmingham, MI 48012

Proposals not submitted to the correct location at the designated time will not be considered.

Any questions regarding this RFP should be sent in writing to Ms. Patricia McCullough, Community Development Director. They may be sent by mail to the above address, via fax at 248-540-9757, or e-mail (pmccullough@ci.birmingham.mi.us). Questions must be received by June 7, 2002. Answers will be faxed to all applicants by June 21, 2002.

**Selection Process:**

All submittals will be reviewed by the City's Community Development Department for completeness, then forwarded to the City Planning Board for their evaluation. The Planning Board may, at its discretion, convene interviews of the applicants to better evaluate the proposals prior to providing its recommendation for project award to the City Commission.

The City reserves the right not to award the agreement, to reject any and all proposals, not to award the agreement to the lowest cost proposer, and to waive any ambiguities and irregularities.

All costs incurred in submitting a proposal, including labor, and direct expenses associated with a Planning Board interview, shall be at the sole expense of the applicant and shall not be borne by the City.

The tentative schedule for project selection is:

1. Requests for Proposal issued April 25, 2002.
2. Question submittal deadline June 7, 2002.
3. Question response date June 21, 2002.
4. Proposal submittal date July 12, 2002.
5. Staff review completion date August 1, 2002.
6. Planning Board evaluation August 14, 2002.
7. Consultant interviews September 18, 2002.
8. Planning Board recommendation September 25, 2002.
9. City Commission contract award October 28, 2002.

Consultant selection will be based on the following criteria:

Weight

- |   |     |
|---|-----|
| 1. Experience of the consultant with similar projects                     | 25% |
| 2. Capacity to complete the project in the required time frame            | 25% |
| 3. Professional qualifications of the staff to be assigned to the project | 25% |
| 4. Demonstrated history of completing projects within established budgets | 25% |

### **Project Background and Requirements:**

In 1996, the City of Birmingham completed a Master Plan for its downtown covering the next 20 years entitled the *Downtown Birmingham 2016* report. An analysis of the streetscape found that the current public signage system is based on the Michigan Manual for Uniform Traffic Control sign standards, or sometimes uses ad hoc, internally lit signs. The report recommended the City, instead, explore the use of one of the following signage systems:

- The Michigan Manual for Uniform Traffic Control standard, but neatly placed and possibly with a higher quality round pole.
- The updated JJR (SmithGroup/JJR) signage system.
- The signage system available from the Chatham Sign Company or an equivalent. The letters should be serif, incised, and gilded within a field of high-gloss paint in the Birmingham's chosen municipal color (Birmingham Green).

The City is now seeking the services of a design professional to help the City develop a coordinated system of words and graphics to inform and direct people, not only downtown, but also throughout the entire community. It is also a goal of this study to reduce the amount of signs within the community, to develop a system which directs people without the use of signs, and to provide a wayfinding system which symbolizes the historical and cultural character of Birmingham. Services to be provided shall include, but not necessarily be limited to:

1. Review and evaluate of past wayfinding recommendations (JJR Study, Ford and Earl's recommended Street Signage and Information Map, etc.).
2. Recommend wayfinding information lighting standards.
3. Evaluate the need to incorporate a visitor's center as part of a City wayfinding system, including potential location(s).

4. Develop a system maintenance program.
5. Provide “prototypes” for public review and comment prior to making final recommendations.
6. Provide a public information “poster” for City use in conveying study recommendations to City boards and other citizen groups.
7. Provide specific recommendations for pedestrian and vehicular signs.
8. Provide specific recommendations for pathways, alleys, and City walkways.
9. Provide a timeline for project implementation, including costs and potential funding sources.
10. Provide recommendations with respect to signage both inside and outside of the parking structures to both find the parking structures, as well as to find their way in and out of the parking structures, both as the driver of the vehicle and as a pedestrian.

The consultant will be responsible for producing 25 draft copies of all report materials as they are completed and 50 copies of the final report upon acceptance by the Planning Board. The consultant must also attend any staff or board/commission/committee meetings necessary to complete the assignment. The proposal must clearly describe the means and methods for involving the public and (in addition to the Planning Board and City Commission) the following entities:

1. Historic District and Design Review Commission
2. Advisory Parking Committee
3. Traffic and Safety Board
4. Park and Recreation Board
5. Principal Shopping District Board

Program materials prepared by the selected design professional shall be prepared in the form of coherent, written documents and associated illustrations. All original materials shall become the sole property of the City of Birmingham, and all requirements for copies and other materials may be modified during the course of the study with the written consent of the City.

The project shall be completed by November 1, 2003, unless otherwise extended by the consent of the Planning Board, for just cause shown by the design professional.

### **Project Management**

The City's point of contact for this scope of work will be Ms. Patricia McCullough, Community Development Director. The quality and acceptance of work materials will be at the discretion of the Planning Board.

## **Project Fees**

A fixed price agreement and the associated fee schedule for meeting attendance will be awarded based on this RFP. Reimbursable expenses, such as additional printing/duplication of report cost, will be billed at direct cost plus 15% administrative charge. Normal reimbursable expenses associated with the project are to be included in the estimated fees as outlined in the proposal. However, the City reserves the right to amend the RFP as necessary after discussions with the selected consultant.

## **Submission Requirements**

Proposals should address the selection criteria and include the following:

1. The full name, principal business address, mailing address, and phone and fax numbers and e-mail address of the firm. If a team, then all firms/principals that make up the team.
2. Identify all members of the team and define the role of each member in the project. Please include resumes and project experience of all identified individuals.
3. Provide a description, and examples if applicable, of similar community wayfinding projects that the firm and/or team members have successfully completed. Please provide contact names and numbers for (three, four, five) completed projects as references.
4. A statement describing the firm's philosophy and process in developing wayfinding systems for communities.
5. Any additional information that the firm feels is necessary to enable the City to make a decision on the experience and expertise of the firm as regards to this project.
6. A proposed timeline for implementing the identified scope of the work.
7. Total budget for design services including any sub-budgets that may be necessary such as travel, administrative, production, etc. If the submitter's process involves phases (such as Planning, Design, Documentation and Implementation, provide proposed fees and expenses by phase).
8. Define additional services that you recommend be provided. Define hourly rates for additional services.
9. A draft contract to include the following:

A. Indemnity:

To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on

behalf of the City of Birmingham, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

B. Insurance Requirements:

The consultant shall not commence work under this contract until he/she has obtained and maintained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham.

1. Workers' Compensation Insurance: The consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance: The consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance including broad form general liability endorsement or equivalent; independent contractor; products and completed operations; and contractual liability at a limit of not less than \$1,000,000 per occurrence for Personal Injury, and Property Damage.
3. Motor Vehicle Liability: The consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*. The City of Birmingham including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall apply as primary.
5. Professional Liability: The consultant shall procure and maintain during the life of this contract Professional Liability (Errors and Omissions) insurance with minimum limits of \$500,000 per claim.
6. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Christine Underwood, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

7. Proof of Insurance Coverage: The consultant shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:
  - a. Two (2) copies of Certificate of Insurance for Workers' Compensation;
  - b. Two (2) copies of Certificate of Insurance for Commercial General Liability;
  - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - d. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
8. Coverage Expiration: If any of the above coverages expire during the term of this contract, the consultant shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.

### **Conflict of Interest**

Subsequent to entering into this Agreement, if any appointed or elected official, officer, commissioner, board member, department head, employee, city manager, of the City, or spouse, child, or parent or in-law of such person shall become directly or indirectly interested in the Agreement or the affairs of the Consultant, the City shall have the right to terminate the Agreement without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification to the disqualifying interests. Ownership of less than one percent (1%) of the stock or other equity in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest. The City official shall have no vote on any issue involving the Agreement during said thirty (30) day period.

Before this Agreement becomes effective, the Consultant shall provide the City with a full and complete disclosure from all principals, members, officers and employees of the consultant of any personal, familial, governmental, employment or business relationships with the City and/or its appointed or elected officials, officers, commissioners, board members, department heads, employees, and city managers, including all spouses, children, parents or in-laws.



Birmingham Shopping District  
Wayfinding and Gateway Signage Committee  
Meeting Date: 2/7/2022  
151 Martin Street  
Birmingham, MI 48009  
ALLINBirmingham.com

## **WAYFINDING AND GATEWAY SIGNAGE COMMITTEE**

### **Proposed Meeting Dates**

Monday, February, 7, 2022 at 1:00 p.m.

Monday, February 21, 2022 at 1:00 p.m.

Monday, March 7, 2022 at 1:00 p.m.

Monday March 21, 2022 at 1:00 p.m.